

**UNION GAP CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**MONDAY SEPTEMBER 8, 2025 – 6:00 P.M.**  
**CIVIC CAMPUS, 102 W. AHTANUM ROAD, UNION GAP**

**COUNCIL VALUES**

*As a Council with a community centered approach, we are committed to  
fiscal responsibility, transparency, and professionalism.*

*The public will be allowed to comment on agenda items as they are presented during the meeting. Please signal the chair if you wish to comment on any items. Each speaker will have three (3) minutes to address the city council.*

**I. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

**II. CONSENT AGENDA:** There will be no separate discussion of these items unless a Council Member requests in which event the item will be removed from the Consent Agenda and considered immediately following the Consent Agenda. All items listed are considered to be routine by the Union Gap City Council and will be enacted by one motion

*A. Approval of Minutes:*

Regular Council Meeting Minutes, dated August 25, 2025, as attached to the Agenda and maintained in electronic format

*B. Approve Vouchers:*

Claim Vouchers – EFT's, and Check No's 110913 through 110983 for September 8, 2025 in the amount of \$414,846.20

**III. GENERAL ITEMS**

**Finance & Administration**

1. Ordinance No. \_\_\_\_\_ - Repeal and Replace UGMC Chapter 4.04 – Occupation Licenses

**Public Works & Community Development**

1. Ordinance No. \_\_\_\_\_ - 2025 Budget Amendment – 2004 Freightliner M2 Water Truck LM6300

2. Resolution No. \_\_\_\_\_ - Basin Disposal of Yakima, LLC for Comprehensive Solid Waste Collection Services
3. Resolution No. \_\_\_\_\_ - Boundary Line Adjustment between the City of Union Gap & Yakima County
4. Resolution No. \_\_\_\_\_ - WSDOT Maintenance Agreement #JE6043

#### **IV. COMMITTEE REPORTS**

- V. ITEMS FROM THE AUDIENCE: - Final Opportunity** - The City Council will allow comments under this section on items NOT already on the agenda. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record

#### **VI. CITY MANAGER REPORT**

#### **VII. COMMUNICATIONS/QUESTIONS/COMMENTS**

#### **VIII. DEVELOPMENT OF NEXT AGENDA**

#### **IX. ADJOURN REGULAR MEETING**



## City Council Communication

**Meeting Date:** September 8, 2025  
**From:** Lynette Bisconer, Director of Finance and Administration  
**Topic/Issue:** Ordinance – Repeal and Replace UGMC Chapter 4.04 - Occupation Licenses

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**SYNOPSIS:** The State Legislature enacted HB 2005 during the 2017 legislative session, requiring municipalities to adopt certain model ordinance language that was drafted by the Association of Washington cities, pertaining to general business license requirements. Effective January 1, 2026 the 2018 model is amended to include changes to the Model Threshold.

**RECOMMENDATION:** Adopt an ordinance repealing and replacing UGMC Chapter 4.04 of the Union Gap Municipal Code.

**LEGAL REVIEW:** The City Attorney reviewed this ordinance.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Ordinance

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE** amending Chapter 4.04 of the Union Gap Municipal Code relating to Occupation licenses.

**WHEREAS**, the Washington State Legislature enacted HB 2005 during the 2017 legislative session;

**WHEREAS**, municipalities were required to adopt certain model ordinance language that was drafted by the Association of Washington cities, pertaining to general business licensing requirements; and

**WHEREAS**, effective January 1, 2026 the 2018 model is amended to include changes to the Model Threshold;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. Amend and replace Chapter 4.04 of the Union Gap Municipal Code as follows:

**4.04.010 Power of City.**

The provisions of this chapter shall be deemed an exercise of the power of the City to license for revenue.  
(Ord. 183 § 1, 1941)

**4.04.015 Engaging in business—Defined.**

- (a) The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
- (b) This section sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable law.
- (c) Without being all inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.
  - (1) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.
  - (2) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the city.

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- (3) Soliciting sales.
  - (4) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
  - (5) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
  - (6) Installing, constructing, or supervising installation or construction of, real or tangible personal property.
  - (7) Soliciting, negotiating, or approving franchise, license, or other similar agreements.
  - (8) Collecting current or delinquent accounts.
  - (9) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
  - (10) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
  - (11) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
  - (12) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
  - (13) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers.
  - (14) Investigating, resolving, or otherwise assisting in resolving customer complaints.
  - (15) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
  - (16) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.
- (d) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license.
- (1) Meeting with suppliers of goods and services as a customer.
  - (2) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
  - (3) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
  - (4) Renting tangible or intangible property as a customer when the property is not used in the city.
  - (5) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the city's trade show or multiple vendor event ordinances.
  - (6) Conducting advertising through the mail.

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- (7) Soliciting sales by phone from a location outside the city.
  - (8) A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the city. Such activities do not include those in subsection (4).

The City expressly intends that engaging in business includes any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

(Ord. No. 2951, § 1, 10-22-18)

#### **4.04.020 License required.**

No person shall engage in, carry on, or operate any business or occupation within the city without having first obtained a license to do so; provided, that businesses that are temporarily engaged in construction, renovation and remodeling projects within the city are not required to be licensed; and provided, that residents of the city may conduct yard sales of no more than three-day duration no more than two times per year without a business license. For purposes of this section, the phrase "operate any business" shall include the operation within the city of any warehouse, storehouse, supply depot, or any other storage facility used in commerce.

(Ord. 1291, 1989: Ord. 782 § 1, 1980: Ord. 714 § 1, 1978: Ord. 183 § 2 (part), 1941)

#### **4.04.025 Application Procedure – License Fee.**

- (a) Application for a general business license provided for in this chapter is made by filing a business license application with Business Licensing Service ("BLS"), an office within the Washington State Department of Revenue which provides business licensing services to the City. The application shall include all information required for each license requested, all fees due for all licenses, the application handling fee required by RCW 19.02.075, and any other fees required by this code of the City fee schedule.
- (b) The BLS shall provide all necessary information to the City Clerk for review. The City Clerk shall determine whether to approve the issuance of the license through the BLS which will then produce the license document. If the determination is made to deny the application, the City shall provide the decision to the applicant in writing. An applicant who is denied may pursue an appeal as provided for in this section.

(Ord. 3409, 2025)

#### **4.04.030 More than one business and changing business location.**

- (a) Any person engaging in, or carrying on, more than one such business, occupation, pursuit or privilege shall pay the license fee so imposed upon each of the same - a separate business license shall be obtained for each physical location of a business enterprise and shall authorize the licensee to carry on, pursue, or conduct business only at the physical location of the enterprise as stated on the license.
- (b) When the licensee wishes to change the location of their business within the City, the licensee shall notify the BLS sufficiently in advance of the intended move to allow BLS to notify the City Clerk, and any other regulatory agencies with an interest in business and providing enough time for the clerk and other agencies to review the intended new location. Business shall not commence at the new location until approved. It

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(Supp. No. 41, 12-24)

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the move is approved, a new license will be issued for the business as long as no grounds exist for denial or revocation of the license, as set forth in UGMC 4.04.090.

(Ord. 183 § 2 (part), 1941)

#### **4.04.035 License renewal – Late penalties.**

- (a) The business license issued through the provisions of this chapter shall expire on the date established by the BLS and must be renewed on or before that date to lawfully continue to engage in business within the city.
- (b) Application for renewal of the license is made through BLS and shall include all information required for renewal of all licenses involved, the total fee for all licenses, the renewal application handling fee required by RCW 19.02.075, and any other fees required by this code or the City fee schedule.
- (c) The license expiration date and respective City license fee amount may be prorated as necessary in order to synchronize the license expiration with the expiration date of the business license account maintained by the BLS.
- (d) Failure to complete the business license renewal by the expiration date shall incur the late renewal penalty required by RCW 19.02.085 in addition to all other fees due.
- (e) Failure to complete the license renewal within 120 days after expiration shall result in the cancellation of the license and shall require submitting a new application for a business license in order to lawfully engage in business within the city. The City may require payment of all past due amounts prior to approving the new business license.

(Ord. 3409, 2025)

#### **4.04.040 Extra-jurisdictional mobile dispatch services.**

A business is not required to obtain a Union Gap business license if all the following criteria are met:

- (a) The business has in effect a current and valid business license from another jurisdiction (hereinafter called the "original jurisdiction"); and
- (b) The business provides goods or services within the city only on an on-call, dispatched basis; and
- (c) The mobile unit providing the dispatched goods or services is dispatched the original jurisdiction; and
- (d) The mobile unit providing the dispatched goods or services returns to the original jurisdiction immediately upon completing the transaction for which the mobile unit was dispatched; provided, that the dispatched mobile unit may perform similar work for another customer if so requested at the scene by the additional customer, if all work is performed for all customers at the same location and within the same workday;
- (e) The business has filed a sworn statement with the City Clerk certifying that all criteria of this section have been met, together with a copy of the business license identified in subsection (a) of this section.

(Ord. 1523 § 1, 1991)

#### **4.04.050 Operating without license deemed violation.**

Any person or corporation who engages in, or carries on, any business subject to a license hereunder without having his occupation license so to do, shall be guilty of a violation of this chapter for each day during which the

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business is so engaged in or carried on, and any person or corporation who fails or refuses to pay the license fee or any part thereof on or before the due date shall be deemed to be operating without having his license so to do.

(Ord. 183 § 2 (part), 1941).

#### **4.04.060 Fees.**

There is levied an annual license fee on all businesses and occupations as defined in Section 4.04.020 upon the number of employees as follows:

Number of Employees	Business License Fee
1—15 employees	\$ 50.00
16—30 employees	125.00
31—45 employees	150.00
46—60 employees	200.00
61—75 employees	250.00
76—100 employees	300.00
100+ employees	325.00

For the purposes of this section, all employees both full and part-time shall be counted.

(Ord. 1536 § 1, 1991; Ord. 714 § 2, 1978; Ord. 213 § 3, 1949; Ord. 183 § 2, 1946; Ord. 183 § 4, 1941)

(Ord. No. 3050, § 1, 8-14-23)

#### **4.04.070 Exemptions.**

- (a) To the extent set forth in this section, the following persons and businesses shall be exempt from the registration, license and/or license fee requirements as outlined in this chapter:
- (1) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than four thousand dollars (\$4,000.00) ("the threshold amount") and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis. This exemption does not apply to regulatory license requirements or activities that require a specialized permit.

(Ord. No. 2951, § 1, 10-22-18)



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#### **4.04.080 Penalty for violation.**

Any person violating or failing to comply with any of the provisions of this chapter or any lawful rule or regulation adopted by the City Clerk pursuant thereto, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine in any sum not to exceed one thousand dollars (\$1,000.00), or by imprisonment for a term not exceeding thirty (30) days, or by both such fine and imprisonment.

(Ord. 1630 § 1, 1992; Ord. 183 § 5, 1941)

#### **4.04.090 Business license—Denial, revocation, or refusal to renew—Grounds—Appeals.**

- (a) The City Clerk, or his or her designee, has the power and authority to deny, revoke or refuse to renew any business license issued under the provisions of this title in order to further the public interest in public health, safety and welfare. The City Clerk, or his or her designee, shall provide notice to said licensee in writing by certified mail of the denial or revocation of, or refusal to renew, his or her license and on what grounds such a decision was based. The City Clerk may deny, revoke or refuse to renew any license issued under this title upon a finding that any applicant, licensee, owner, or any officer or agent thereof:
- (1) Has omitted to disclose any material fact necessary to make a statement not misleading, in any application for the license; or
  - (2) Has charges pending against her/him or has been convicted of a crime or offense that directly relates to the activity for which the license is required, and the time elapsed since the date of conviction or release from jail or prison, whichever is more recent, is less than ten (10) years; or has been convicted of several crimes including at least one within the last ten (10) years; provided, however, that any licensee whose license is revoked because of charges pending against her/him may engage in the activity for which the license is required, pending a final decision on the charges; or
  - (3) Has been subject to an adverse finding in any judgment or order which directly relates to the activity for which the license is required, in any judicial or administrative proceeding in which fraud, deceit, coercion, breach of trust, unfair method of competition, unfair or deceptive trade act or practice, or assertion of unconscionable contractual provisions, or other similar act, practice, or conduct, on the part of the licensee-applicant is proven, and the time elapsed since the judgment or order is less than ten (10) years; or
  - (4) Has violated or failed to comply with any applicable provisions of this Code or rule or regulation prescribed under this title; provided, that failure to obtain a license shall not be grounds for license denial; or
  - (5) Is in default in any payment of any fee or tax required under Title 3 of the Union Gap Municipal Code; or
  - (6) Has been subject to an adverse finding in any judgment or order, in any judicial or administrative proceeding for violation of any provision of a city ordinance or rule or regulation prescribed thereunder pertaining to fire, building, health, sanitation, zoning, weights and measures, consumer protection, environmental protection, or any other ordinance or law and that is applicable to the licensed activity or licensed premises; or
  - (7) Has been determined to have discriminated against any person because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, in the course of licensed activity, in violation of a city ordinance, law, rule or regulation prescribed thereunder; or
  - (8) Has violated or failed to comply with any final order of the City Clerk, hearing examiner, or city council; or

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- (9) Has failed to complete the application for a license as required by this Code; or
  - (10) Has failed to obtain a license or permit required by state or other law necessary to engage in the licensed activity; or
  - (11) Has failed to comply with RCW Chapters 49.12 and 28A.28, and rules and regulations promulgated pursuant thereto, regarding employment of minors; or
  - (12) Any licensee has permitted or authorized his/her agent to violate or fail to comply with any provision of this Code; or
  - (13) The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in UGMC Chapter 8.21.
- (b) No license issued under UGMC Title 4 shall be revoked, denied or refused renewal by the City Clerk except in accordance with the procedure and on the grounds provided in this title. Parties aggrieved by the City Clerk's decision to revoke, deny or refuse renewal of a license issued under this title shall have the same opportunity for appeal under UGMC 4.40.090C.

The period of denial, revocation or nonrenewal shall be at least one year, and the licensee or any person in which the licensee is a principal shall not again be licensed during such period.

- (c) Appeals.
- (1) The applicant may appeal the decision of the City Clerk to deny, revoke or refuse to renew a business license. An appeal of the City Clerk's decision shall be to the legislative body as provided in this section.
  - (2) The filing of an appeal shall not stay any actions of the City Clerk denying, revoking or refusing to issue a business license associated with the business license decision being appealed.
  - (3) Appeal procedure.
    - (i) An applicant who desires to file an appeal of the City Clerk's action must do so pursuant to the provisions set forth in this section. The applicant shall file a written appeal to the City Clerk within ten (10) days of receiving notice of the adverse action and shall pay a filing fee of one hundred dollars (\$100.00). The written appeal shall contain the following information:
      - a. The names of all applicants participating in the appeal;
      - b. A brief statement of the City Clerk's action appealed, together with any material facts claimed to support the contentions of the applicant;
      - c. A brief statement of the relief sought, and the reason why the protested City Clerk's action should be reversed, modified, or otherwise set aside;
      - d. The signatures of all parties named as applicants and their mailing addresses; and
      - e. The verification (by declaration under penalty of perjury) of at least one applicant as to the truth of the matters stated the appeal.
    - (ii) Upon the receipt of the appeal and the filing fee, the City Clerk shall schedule the matter to be heard before the city council and give due notice thereof to the applicant.
    - (iii) At or after the appeal hearing, the city council may affirm, reverse, or modify the City Clerk's action or continue the hearing to a date certain for receipt of additional information.
    - (iv) The city council shall issue a written decision within thirty (30) days after the hearing and shall cause copies thereof to be sent to the City Clerk and applicant.

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- (v) All written orders by the city council pursuant to this section shall include findings of fact, conclusions, and the City Clerk's decision.
  - (vi) The written decision of the city council shall be a final order, and the applicant and the City Clerk shall be bound thereby unless the order is appealed to superior court within thirty (30) days.

(Ord. No. 2674, § 2, 9-13-10)

**ORDAINED** this 8<sup>th</sup> day of September, 2025.

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John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

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Lynette Bisconer, City Clerk

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Jessica Foltz, City Attorney



## City Council Communication

**Meeting Date:** September 8, 2025  
**From:** Jason Cavanaugh, Director of Public Works & Community Development  
**Topic/Issue:** Ordinance - 2025 Budget Amendment – 2004 Freightliner M2 Water Truck LM6300

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**SYNOPSIS:** At the September 2, 2025 Study Session the Public Works and Community Development Director explained the need to replace the current water truck.

The City's current 1988 water truck was purchased from WSDOT in the early 2000's. Cost to repair and update to meet DOT regulations is no longer a viable option; approximate cost to get this truck operational is estimated to be \$20,000 plus.

**RECOMMENDATION:** Adopt an ordinance approving a 2025 budget amendment as follows:

<b>Fund</b>	<b>Amount</b>	<b>For</b>
PW Equip Reserve (312)	\$76,044	2004 Freightliner M2 Water Truck LM6300

**LEGAL REVIEW:** The City Attorney has reviewed this ordinance.

**FINANCIAL REVIEW:** There is \$376,307.72 remaining in the PW Equipment Reserve Fund

**BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Ordinance
2. Water Truck Specification & Price Sheets

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE** amending the 2025 budget authorizing expenditures of up to \$76,044 from the PW Equipment Reserve Fund (312), for the purchase of a 2004 Freightliner M2 Water Truck.

**WHEREAS**, The City's current 1988 water truck was purchased from WSDOT in the early 2000's; and

**WHEREAS**, the cost to repair and update this vehicle, to meet DOT regulations, is no longer a viable option; and

**WHEREAS**, the estimated cost of repairs will be up to \$20,000 plus; and

**WHEREAS**, a 2025 budget amendment is required to cover these expenditures.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP DO ORDAIN as follows:**

**Section 1.** The 2025 Budget is hereby amended to increase the PW Equipment Reserve Fund (312) by \$76,044, to be used for the purchase of a 2004 Freightliner M2 Water Truck.

**Section 2.** Expenditure of up to \$76,044, is approved, from the PW Equipment Reserve Fund (312) for the purchase of a 2004 Freightliner M2 Water Truck.

**ORDAINED** this 8<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynette Bisconer, City Clerk

\_\_\_\_\_  
Jessica Foltz, City Attorney



# L&M Truck Sales

SALES • RENTAL • SERVICE

FAX (509) 535-3231  
PHONE (509) 535-4175

August 29, 2025

City of Union Gap  
102 W Ahtanum Road  
Union Gap WA 98903-0008

L&M Truck Sales is pleased to quote you the following equipment

## **2004 Freightliner M2 Water Truck**

MBE 900 280 hp diesel engine, Allison 3060P 5 speed automatic transmission, 176" wheelbase, 112" cab to axle, 33,000 GVWR, 12,000 lb. front axle, 21,000 lb. rear axle, spring suspension, 6.14 rear axle ratio, 11R22.5 tires, 10 hole HP wheels, air brakes, power steering, air conditioning, 50 gallon fuel tank, cruise control, mirror heat, engine block heater.

**Niece 2000 gallon water tank**, two front sprays, two side sprays, two rear sprays, air cab controls, rear hose reel with 1 1/2" x 50' hose and nozzle.

**Sale price.....69,500.00**  
**WSST 9.2%.....6,394.00**  
**DOC Fee.....150.00**  
**Total.....76,044.00**

Sincerely

A handwritten signature in black ink, appearing to read 'Chris Cornell', written over a horizontal line.

Chris Cornell





**L&M Truck Sales**  
**4001 E. Boone Ave**  
**Spokane, WA 99202**

**Toll Free # 800-509-4175**  
**Phone # 509-535-4175**  
**Fax # 509-535-3231**  
**Website: www.lmtrucks.com**  
**Email: lmsales@lmtrucks.com**

**Sales - Chris Cornell / Rental - David Robison / Service & Parts - Sue Horntvedt**



## **SPECIFICATIONS: 2004 Freightliner M2 Water Truck LM6300**

<b>Vin</b>	<b>1FVACXC754DN29708</b>	<b>GVRW</b>	<b>33,000</b>		
<b>Mileage</b>	<b>86,800mi</b>	<b>Rear Axle</b>	<b>21,000</b>		
<b>Color</b>	<b>White</b>	<b>Ratio</b>	<b>6.14</b>		
<b>Wheelbase</b>	<b>176"</b>	<b>Suspension</b>	<b>Spring</b>		
<b>C.A</b>	<b>112"</b>	<b>Wheels Front:</b>	<b>10 Hole HP</b>		
<b>C.T.</b>		<b>Wheels Rear:</b>	<b>10 Hole HP</b>		
<b>Frame</b>	<b>Single</b>	<b>Tires</b>	<b>Size</b>	<b>Make</b>	<b>Cond</b>
<b>Cab</b>	<b>Conventional</b>	<b>Frt Alxe</b>	<b>11R22.5</b>	<b>Toyo</b>	<b>80%</b>
<b>Air Cond.</b>	<b>Yes</b>	<b>Rear</b>	<b>11R22.5</b>	<b>Toyo</b>	<b>80%</b>
<b>Radio</b>	<b>AM/FM/CD</b>				
<b>Engine</b>	<b>MBE900</b>	<b>Tank Size</b>	<b>2000gal</b>	<b>Make</b>	<b>Niece</b>
<b>Gas/Diesel</b>	<b>Diesel</b>	<b>Pump Size</b>		<b>Mfg/Type</b>	<b>Water</b>
<b>H.P.</b>	<b>280</b>	<b>Sprays</b>		<b>2F/2S/2R</b>	
<b>Jake</b>	<b>Yes</b>	<b>Air Cab Controls</b>		<b>Yes</b>	
<b>Brakes</b>	<b>Air</b>	<b>6" Gravity Dump</b>		<b>No</b>	
<b>Frt Axle</b>	<b>12,000Lbs</b>	<b>Plumbing Size</b>		<b>3"</b>	
<b>Steering</b>	<b>Power</b>	<b>Pond Fill</b>	<b>No</b>	<b>1-1/4" Hose Outlet</b>	
<b>Trans</b>	<b>Allison 3060P</b>	<b>Hose Reel</b>	<b>Yes</b>	<b>Hose Size</b>	<b>1 1/2"</b>
<b>Aux Trans</b>		<b>Sight Gauge</b>	<b>No</b>	<b>PTO</b>	<b>Air Shift</b>
<b>Speeds</b>	<b>5</b>				

**Other**      **50 Gallon Fuel Tank, Cruise Control, Block Heater, Mirror Heat, Water Cannon**



## City Council Communication

**Meeting Date:** September 8, 2025  
**From:** Jason Cavanaugh, Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Basin Disposal of Yakima, LLC for Comprehensive Solid Waste Collection Services

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**SYNOPSIS:** The City is interested in entering into an agreement with Basin Disposal of Yakima LLC for Comprehensive Solid Waste Collection Services. This agreement would replace the existing Original Agreement in its entirety and will provide a more comprehensive agreement.

**RECOMMENDATION:** Adopt a Resolution authorizing the City Manager to sign an agreement with Basin Disposal of Yakima, LLC for Comprehensive Solid Waste Collection Services.

**LEGAL REVIEW:** City Attorney has reviewed this resolution.

**FINANCIAL REVIEW:**

**BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1) Resolution  
2) Basin Disposal of Yakima, LLC - Comprehensive Solid Waste Collection Services



**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** entering into an agreement with Basin Disposal of Yakima, LLC for Comprehensive Solid Waste Collection Services.

**WHEREAS**, the Contractor desires to provide, and has the experience, resources and expertise necessary, to perform solid waste collection services; and

**WHEREAS**, the Contractor currently provides solid waste collection service to the City under an agreement executed on December 8, 2008, (as amended, the “Original Agreement”); and

**WHEREAS**, the City and Contractor desire to amend and replace the Original Agreement in its entirety to provide a more comprehensive agreement and recognize, among other things, the impacts that changes in secondary markets for recyclable commodities have had on the cost of services, as well as the extensive, on-going capital investment made by Contractor to achieve and pass on to customers the cost savings from the efficiencies gained thereby, together with the ability to provide flexibility to the City to modify the agreement to add additional services;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP DOES ORDAIN as follows:**

**Section 2. 5.04.112 “Annual Rate Increase” amended**

5.04.112 Annual Rate Increase is amended as follows:

To cover the City’s actual costs for administering the garbage and rubbish collection program within the City, the rates and fees set forth herein shall be review and adjusted, effective January 1 of each year. This increase shall become effective January 1, 2026 and shall be imposed for each subsequent year through December 31, 2040.

**Section 3.** Effective Date. This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

**ORDAINED** this 8<sup>th</sup> day of September, 2025.

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John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

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Lynette Bisconer, City Clerk

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Jessica Foltz, City Attorney

# **COMPREHENSIVE SOLID WASTE COLLECTION AGREEMENT**

**City of Union Gap**

**and**

**Basin Disposal of Yakima, LLC**

\_\_\_\_\_, 2026

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## COMPREHENSIVE SOLID WASTE COLLECTION AGREEMENT

This **Comprehensive Solid Waste Collection Agreement** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between the **City of Union Gap**, a Washington municipal corporation (the “City”), and **Basin Disposal of Yakima, LLC**, a Washington limited liability company (“Contractor”).

### RECITALS

A. Contractor desires to provide, and has the experience, resources and expertise necessary, to perform solid waste collection services.

B. Contractor currently provides solid waste collection service to the City under an agreement executed on December 8, 2008, (as amended, the “Original Agreement”).

C. The City and Contractor desire to amend and replace the Original Agreement in its entirety to provide a more comprehensive agreement and recognize, among other things, the impacts that changes in secondary markets for recyclable commodities have had on the cost of service, as well as the extensive, on-going capital investment made by Contractor to achieve and pass on to customers the cost savings from the efficiencies gained thereby, together with the ability to provide flexibility to the City to modify the agreement to add additional services.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and promises herein contained, the City and Contractor do hereby agree as follows:

### AGREEMENT

#### 1. DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings given them in Exhibit A.

#### 2. AMENDMENT AND REPLACEMENT OF THE ORIGINAL AGREEMENT

Effective as of the Commencement Date, the Original Agreement is hereby amended and replaced in its entirety by this Agreement.

#### 3. TERM

This Agreement (“Term”) shall be for a term of fifteen (15) years, commencing on the 1<sup>st</sup> day of January, 2026 (the “Commencement Date”) and expiring on the day before the fifteenth (15<sup>th</sup>) anniversary of the Commencement Date (the “Expiration Date”). Unless either party gives a written notice of termination at least 90 days prior to each anniversary of the Commencement Date, the initial Term of this Agreement shall be extended by one (1) year on each such anniversary of the Commencement Date (i.e., for each year this Agreement is not terminated, the Expiration Date shall

be extended by one year). Upon receipt of such written notice of termination pursuant to this Section 3, the automatic one-year extensions shall terminate and the Expiration Date shall no longer be extended pursuant to the terms of this Section. For purposes of clarity, this Agreement is a “rolling term” so that the Term shall remain in effect for a term of fifteen (15) years unless and until this Agreement is sooner terminated, or either party gives written notice of termination of the automatic extensions, pursuant to the terms hereof.

#### **4. SCOPE OF WORK**

##### **4.1. General Terms and Conditions**

Contractor shall collect, transport and dispose of all Solid Waste and any other materials herein authorized, from each and every Customer within the City Service Area pursuant to the terms and conditions of this Agreement.

##### **4.2. City Service Area**

Contractor shall provide all of the services described in this Agreement to the entire City Service Area.

##### **4.3. Sole and Exclusive Solid Waste Service Provider**

During the Term of this Agreement, Contractor shall be the sole and exclusive provider to manage, collect, transport and dispose of any Solid Waste, and, as applicable, to manage, collect, transport and process Recyclable Materials and Green (or “Yard”) Waste, or any other category of Solid Waste, and any other materials authorized for collection pursuant hereto, within the City Service Area. When requested by Contractor, the City shall seek to enforce the rights the City has granted to Contractor hereunder; however, the City shall not be obligated to instigate litigation to protect the right of Contractor. Contractor may independently enforce its rights under this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Contractor (without obligating the City to join any such litigation). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations and other activities. Notwithstanding the foregoing, the City shall enforce its municipal code in the ordinary course against any third parties providing unauthorized Solid Waste service.

Any material discarded by a Customer for which the Customer pays to collect, process and/or dispose of the material shall constitute “Solid Waste” subject to all terms and conditions of this Agreement. This Agreement will not apply to Solid Waste, Recyclable Materials, Green Waste, Household Hazardous Waste, and Agricultural Processed Waste, which is self-hauled by the generator, or Green Waste generated and hauled by private landscaping services.

##### **4.4. Annexation**

If additional territory is added to the City through annexation or other means, Contractor shall make collections in such annexed areas in accordance with the provisions of this Agreement at



the unit prices set forth in this Agreement, provided however, the remaining Term of this Agreement shall not be less than fifteen (15) years from the effective date of such annexation. If the City has given Contractor a notice of termination of this Agreement prior to such annexation, the annexed area shall not be added to this Agreement except with the written consent of Contractor, which may be withheld at the sole discretion of Contractor. If the annexed area is added to this Agreement, the parties shall execute an amendment to this Agreement consistent with the provisions of this section, including the replacement of Exhibit B depicting the City Service Area. If Contractor possesses a WUTC certificate or other franchise for Solid Waste collection in the annexed area at the time of annexation, the amendment of this Agreement to add the annexation area to the City Service Area shall be in lieu of the grant of a franchise pursuant to RCW 35.13.280 or RCW 35A.14.900, as applicable, and Contractor shall waive and release its right to claim any damages or compensation from the City arising out of the cancellation of any pre-existing permit, certificate or franchise held by Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly-annexed territory beyond what is provided herein. Subject to the provisions hereof, Contractor acknowledges that its certificate applicable to those future annexation areas shall be cancelled effective the date of annexation by the City.

If a party other than Contractor holds the WUTC certificate for any such future annexed territory, the City shall work with such party in good faith using commercially reasonable efforts to provide for the timely termination of such party's right to provide Solid Waste collection service to the subject annexation area. Upon termination of such party's right to provide Solid Waste service to said annexation area, the parties shall cause the subject annexation area to be added to the City Service Area as provided above and subject to the terms and conditions of this Agreement. The City will indemnify, hold harmless and defend Contractor from any and all claims, actions, suits, liabilities, losses, costs, expenses and damages, including costs and attorney fees, asserted by such parties providing solid waste collection service arising from Contractor's service in such annexed territory pursuant to this Agreement.

The City acknowledges that Contractor shall require a reasonable amount of time to secure the necessary equipment, including but not limited to vehicles, Residential Carts and Containers, to service the annexed area, and shall not penalize Contractor for reasonable delays in the provision of services to annexed areas covered by this Agreement due to procurement delays that are not within the commercially reasonable control of Contractor. Customers within the annexed area shall receive the Residential Carts and Containers described herein in accordance with the provisions of this Agreement. In the event that an annexed area is being serviced with Residential Carts and Containers different from the City's program, Contractor shall be responsible for timely Customer notification and removal of the existing Residential Carts and Containers and delivery of appropriate Residential Carts and Containers within a reasonable time.

#### **4.5. Unsafe Conditions at Pick-Up Locations**

If, in Contractor's commercially reasonable discretion, a Customer is located in an area that does not permit safe access, turn-around or clearance for Contractor's vehicles, Contractor shall provide Solid Waste service to such Customer provided the Customer sets out its materials adjacent to the nearest Public Street or Private Road allowing such safe access and Contractor is provided

with reasonable advance notice of such location. Contractor shall use commercially reasonable efforts to work with such Customer to determine a safe location in compliance with applicable law. If Contractor in its commercially reasonable discretion determines that a Private Road cannot be safely negotiated or that providing drive-in service for Residential Customers shall be impractical due to distance or unsafe conditions, Contractor and the City shall evaluate the on-site conditions and make a determination of the best approach for providing Solid Waste service to the affected Residential Customers. Contractor and the City shall present feasible service options to the Customers concerning the nearest safe and mutually convenient pick-up location. If Contractor believes that its vehicles shall cause damage to a Private Road in the ordinary course of operation, Contractor may withhold Solid Waste service from the respective Customers until such Customers provide a damage waiver agreement to Contractor.

#### **4.6. Terms of Operations**

##### **4.6.1. Hours/Days of Operation**

Contractor shall make Solid Waste collections from Single-Family Residences, Multi-Family Complexes and Mixed-Use Buildings on Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m., provided, however, that the City may authorize from time to time temporary extensions or written exemptions of the collection period to accommodate the special needs of Customers, provided further however, that Contractor may conduct from time to time Solid Waste collections on Saturdays to the extent necessary to make up missed collections. Contractor shall make Solid Waste collections from non-Residential Commercial Customers on Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m.; provided however, the City shall have the authority to notify the Contractor of which Commercial areas are located near Residential zoned areas, and shall be subject to the Residential collection hours.

##### **4.6.2. Schedule of Solid Waste Collection**

Contractor shall perform Solid Waste services for each respective Residential Customer pursuant to a regular schedule on the same day and as close to a consistent time as possible; Contractor may vary, in its discretion, the collection routes and schedules for Commercial Customers. Contractor shall provide dispatch service and equipment capability to collect full Drop-Box Containers no later than the second (2<sup>nd</sup>) business day after the Customer's request. Contractor shall indicate, on a detailed map acceptable to the City, the day of the week Solid Waste shall be collected from each Residential Customer. Contractor may change the day of collection from time to time by giving the City and the affected Residential Customers at least fifteen (15) days prior written notice of the different collection date.

##### **4.6.3. Contractor's Holiday Schedules**

Contractor shall provide regular Residential and Commercial collection services on all weekdays, Monday through Friday except Holidays listed in Exhibit L. Drop-Box Container collection service shall not be performed on the Holidays listed in Exhibit L.

#### **4.6.4. Inclement Weather and Other Service Disruptions**

If, in Contractor's commercially reasonable discretion, weather or other route conditions pose a danger to the public, Contractor's employees or equipment, Contractor shall provide Solid Waste service only to those portions of the City Service Area that do not pose such a danger. Contractor shall provide the City within a reasonable time after such event Contractor's plans to make up missed Solid Waste collections. Unless the City gives Contractor written notice of the City's objections to such plans, Contractor may perform limited Solid Waste collection services after 6:00 pm and/or on Saturdays following disruptions in order to make up missed collections.

If Contractor, in its reasonable discretion, is unable to safely collect from some or all Customers as a result of inclement weather, the requirements of Section 4.6.5 shall be suspended until normal collections may be safely resumed, and Contractor shall not be subject to performance fees, customer credits or otherwise liable for damages related to such missed collections.

#### **4.6.5. Missed Collections**

If Contractor fails to collect Solid Waste from a Customer without permissible excuse therefore, Contractor shall provide such service to the Customer within a reasonable time, but in no event later than 6:00 P.M. of the business day following Contractor's receipt of notification of the missed pick-up. Contractor shall maintain a record of all missed collections reported by Customers (whether reported by telephone or e-mail) and Contractor's corrective action. If a Residential Cart or Container is set out inappropriately, improperly prepared or contaminated with unacceptable Solid Waste, Biomedical Waste or Hazardous Waste, Contractor shall not be obligated to collect the materials from such Residential Cart or Container. Contractor shall place a notification tag on such Residential Cart or Container that identifies the specific reason for not collecting the Solid Waste, and maintain a record of such missed collections. If Contractor is requested by the Customer to make a return trip due to no fault of Contractor, Contractor shall be permitted to charge the Customer an additional fee for this service at the rate specified in the rate schedule attached hereto as Exhibit C ("Rate Schedule").

If Contractor is unable to safely collect Solid Waste as a result of inclement weather as set forth in Section 4.6.4, the provisions of this section do not apply.

#### **4.7. Employee Conduct**

Contractor shall require its employees at all times on routes to be courteous, refrain from making loud, inappropriate or obscene language, exercise due care, perform their work efficiently and expeditiously, and avoid damage to public or private property. Contractor shall further require its employees to use only that portion of private property reasonably necessary to complete their duties, and to the extent reasonably possible, stay within regular pedestrian walkways and paths and avoid crossing flower beds and hedges. Contractor's employees shall wear reasonably clean and presentable clothing while on their routes. If the City gives written notice to Contractor of any employee of Contractor failing to comply with the above requirements, Contractor shall use commercially reasonable efforts to remedy the issue as soon as possible, including temporarily or permanently removing such employee from all further performance of the work described in this Agreement.

#### **4.8. Disabled Persons Service**

Contractor shall provide, at no additional expense, carry-out service of Solid Waste to those Residential Customers that suffer from a documented disability that prevents them from placing a Residential Cart at the Curb. The City shall provide Contractor with the appropriate documentation prior to such service being provided.

#### **4.9. Suspending Collection from Non-Complying Customers**

The City and Contractor acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Residential Carts or Containers, repeated refusal to position Residential Carts or Containers properly, repeated suspect claims of timely set-out followed by demands for return collection at no charge, and repeated claims of damage to the Customer's property. Contractor shall make every reasonable effort to provide service to those non-complying Customers. However, Contractor may deny or discontinue service to a non-complying Customer if reasonable efforts to accommodate the Customer and to provide services fail. If the Customer submits a written letter to the City appealing Contractor's decision, the City may, in its sole discretion, intervene and attempt to mediate a resolution in the dispute. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

#### **4.10. Required Equipment and Signs on Vehicles; Maintenance of Vehicles and Equipment**

Contractor shall cause each of its vehicles to display the vehicle's inventory number and customer service telephone number in lettering not less than four (4) inches high and clearly visible from a minimum distance of twenty (20) feet, together with appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags in accordance with applicable laws. Contractor shall equip each route, service and supervisory vehicle with properly licensed two-way communication equipment capable of communication throughout the entire City Service Area with a base station maintained by Contractor. In addition, Contractor shall cause all vehicles to carry regularly maintained and fully functional spill kits, including absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up spillage or leaks of fluids or leachate from the vehicle. Spill kits shall also include Contractor's spill response procedure, which procedure shall be developed as provided in Section 4.13.

Contractor shall cause all vehicles and equipment to be maintained in good operating condition at all times. In addition, Contractor shall maintain its vehicles to ensure that no liquid wastes (such as Solid Waste leachate) or oils (lubricating, hydraulic or fuel) to be discharged from the vehicles except to appropriate facilities. Contractor shall regularly clean and wash thoroughly all vehicles used in the collection of Solid Waste. Contractor shall cause its vehicles to be repainted from time to time as needed to maintain a clean and professional appearance.

#### **4.11. Residential Carts and Containers Inventory**

Contractor shall procure and maintain a sufficient quantity of Residential Carts and Containers to service the City's Customer base, including for seasonal and economic variations in the demand for Residential Carts and Containers.

#### **4.12. Ownership of Equipment**

All vehicles, facilities and property used in performance of work under this Agreement shall be owned or leased by Contractor. The City shall have no obligation to provide equipment, facilities or personnel in connection with Contractor's duties hereunder.

#### **4.13. Spillage**

Contractor shall cause any blowing or spillage of Solid Waste, or leachate from Contractor's vehicles, to be cleaned up immediately by Contractor's employees. For any spill of leachate requiring more equipment or treatment other than the spill kits carried on a collection vehicle, Contractor shall promptly notify the City of such event. Contractor shall develop and submit to the City for its review a spill response procedure, and shall incorporate any commercially reasonable comments that the City provides. The spill response procedure shall include a list of emergency contacts, which shall be reviewed annually and updated as necessary.

#### **4.14. Disruption Due to Construction**

If a Public Street is temporarily closed or restricted for work which interferes with Contractor's services, Contractor shall use commercially reasonable efforts to accommodate such interruption to permit the prudent and safe collection of Solid Waste from affected Customers.

#### **4.15. Site Planning Assistance**

The City shall, as part of its permitting process, cause written notice to be given to Contractor of any development permit application containing plans for the construction of a new or substantially remodeled building or other permanent structure, where commercial container service is contemplated for solid waste, so that Contractor may provide, but has no obligation to do so, written comments concerning Contractor's ability to access Containers and provide safe and efficient collection services to such property. Upon request and at standard rates determined from time to time by Contractor, Contractor shall provide site planning assistance to property owners or their representatives. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area, and shall address the design and planning of Solid Waste removal areas and their location upon the site. Contractor shall provide its assistance for optimizing loading docks, enclosures, compactor equipment and other similar structures or areas, provided however, that such site planning consultation service shall be made without warranty and without liability of any sort, and Contractor may require a commercially reasonable waiver to such effect prior to giving such site planning assistance.

#### **4.16. Safeguarding Public and Private Property**

Contractor shall use commercially reasonable efforts to avoid causing damage to any public and private improvements, facilities and utilities whether located on public or private property. If such improvements, facilities, utilities or Curbs are damaged and such damage is due to the negligence or intentional misconduct of Contractor, Contractor shall notify the City immediately in writing of such damage. If such damage is of a type not ordinarily suffered or in excess of normal wear and tear caused by vehicles operated by Contractor, Contractor shall either repair such damage, if practicable, or reimburse the City for the reasonable cost of repairing such damage, which cost shall be the cost of restoring such property to the condition immediately prior to such damage.

#### **4.17. Company Name**

Contractor shall not use a trade name containing any words that implies Contractor is operated or owned by the City.

#### **4.18. Coordination between City and Contractor**

Within sixty (60) days after receipt of written request of either party, the other party shall meet at the City's offices to resolve any operational issues with Contractor's services. Contractor shall provide the City with access to Contractor's route and Customer service data, billing information, safety records, equipment, facilities and other applicable items, and the City shall provide Contractor with access to the City's records applicable to the issue.

#### **4.19. Disposal Restrictions and Requirements**

Except as expressly provided herein, Contractor shall not knowingly or grossly negligently collect, transport or dispose of Hazardous Waste or Biomedical Waste, and shall have no responsibility for such waste. Contractor shall not be required to collect Hazardous Waste, Biomedical Waste or any other materials that are either restricted from disposal or would pose a danger to Contractor's collection crews. If materials are rejected for this reason, Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options. The Customer shall remain responsible for all costs associated with handling and disposal of such materials inadvertently collected by Contractor.

#### **4.20. Disposal Site for Solid Waste**

The parties acknowledge that as a material consideration for this Agreement, Contractor will be permitted to deliver all Solid Waste tendered under this Agreement to a disposal site owned and/or selected by Contractor so long as such site complies with applicable state and federal environmental laws. Contractor shall provide the City with a list of all disposal sites being used by Contractor under this Agreement.

#### **4.21. Adjustment of Service Level for Certain Customers**

If Contractor in its commercially reasonable discretion determines that a Residential

Customer is generating quantities or types of Solid Waste different from a typical Residential Customer, Contractor shall notify City of the same. Within thirty (30) days of Contractor's notice, City shall determine if the Residential Customer maintains a commercial enterprise from the Residence, for example by determining if a business license has been issued declaring the business address to be same as the Residence, and should be served by a commercial Solid Waste service plan. If City determines that the customer is operating as a commercial enterprise, said Residential Customer's service shall be revised to the appropriate commercial service most closely approximating the service required by the affected Customer, as determined by Contractor.

#### **4.22. Violation of Ordinance**

Contractor shall promptly give written notice to the City of any observed violations of the City's ordinances concerning the containerization, collection, transport and disposal of Solid Waste.

#### **4.23. Public Information**

The City may develop, at its expense, public outreach and education programs concerning the reduction of Solid Waste, the recycling of Recyclable Materials, any other programs concerning Solid Waste service within the City Service Area, including the mandatory Solid Waste collection requirements for all Customers in the City Service Area. Contractor shall cooperate in good faith with the City to design and distribute promotional materials to Customers throughout the City Service Area.

#### **4.24. Compaction of Solid Waste**

If the Solid Waste within any Container supplied to or used by any Commercial Customer should include a substantial amount of compacted Solid Waste, or any other Solid Waste that has been subjected to a process modifying its composition or nature resulting in the reduction of its volume because of an increase in density, Contractor may assess, and the City shall charge against such Commercial Customer, an additional charge equal to the difference in compacted and uncompacted Solid Waste service rates set forth in the Rate Schedule.

### **5. SOLID WASTE COLLECTION SERVICE**

#### **5.1. Residential Solid Waste Service**

##### **5.1.1. Residential Customer Solid Waste Service**

Contractor shall collect, transport and dispose of Solid Waste from all Residential Customers within the City Service Area, provided that the Solid Waste is properly contained in Residential Carts supplied by Contractor and set out for collection at the Curb on or abutting Public Streets or Private Roads, together with any additional Solid Waste contained in appropriate bins, bags, cans or other receptacles that could not be placed in the Residential Carts. In addition, Contractor shall collect an unlimited number of Solid Waste Units that are properly set out by a Residential Customer adjacent to its Residential Cart. Contractor's collection of Solid Waste placed outside of the Residential Cart shall be at no additional cost unless the materials could reasonably have been placed in the Residential Cart. Each Unit of Solid Waste not provided in this manner for collection shall be

subject to a special pickup charge as provided in the Rate Schedule. Contractor shall also dispose of passenger vehicles tires, but not truck or tractor tires, from Residential Customers. If, in Contractor's commercially reasonable discretion, Contractor determines that a Residential Customer is disposing of passenger vehicle tires in excess of four (4) per year, Contractor may assess the affected Residential Customer a charge for tire disposal in accordance with the rate set forth in the Rate Schedule.

#### **5.1.2. Residential Carts**

Contractor shall provide each Residential Customer within seven (7) business days of the Customer's request with a Residential Cart. Residential Carts shall be rodent and insect proof, and equipped with functional wheels or rollers. Contractor shall maintain all Residential Carts in good condition without any jagged edges or holes. If Contractor's employees note any damaged hinges, holes, poorly functioning wheels or other conditions requiring repair, Contractor shall repair, at its sole cost, such condition without need of request from the Customer. Contractor shall repair the Residential Cart within seven (7) business days of request or notice of a condition requiring repair, or provide a temporary Residential Cart as necessary. Contractor shall replace, at its sole cost, any Residential Cart that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public within seven (7) business days. Contractor may provide replacement Residential Carts that are new or used and reconditioned, provided such Residential Carts are clean and presentable. Contractor shall collect and dispose of damaged and unusable Residential Carts. If, in Contractor's commercially reasonable discretion, Contractor has to replace or repair a damaged Residential Cart as a result of excess wear and tear or otherwise the result of the negligence or intentional misconduct by the Residential Customer, Contractor may charge the Residential Customer a replacement fee for such Residential Cart at the rate set forth in the Rate Schedule. Residential Customers shall be responsible for the cleaning of their Residential Carts and shall ensure Residential Carts supplied by Contractor are maintained in a clean and sanitary condition.

Residential Carts placed for collection shall not exceed the upper limit for weight as set forth in Exhibit C.

### **5.2. Commercial Service**

#### **5.2.1. Commercial Customer Solid Waste Service**

Contractor shall collect Solid Waste from all Commercial Customers within the City Service Area, provided that the Solid Waste is properly contained within Containers supplied by Contractor.

#### **5.2.2. Commercial Containers**

##### **5.2.2.1 Container Types**

Contractor shall provide to each Commercial Customer, and each Commercial Customer may select a Detachable Container, a Drop-Box Container; or wheeled cart similar to the respective Residential Carts, from the sizes set forth in Exhibit C. Contractor may from time to time provide additional or remove existing Container service options, provided however, that Contractor shall



provide at least thirty (30) days prior written notice to affected Commercial Customers with service plans for Containers that are being discontinued. Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers, which covers shall be closed by Contractor after every collection service and may be equipped with four (4) wheels for those Containers with volumes of 4-cubic yards or less. Drop-Box Containers shall be constructed of metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch system.

Commercial containers or carts placed for collection shall not exceed the upper limit for weight as set forth in Exhibit C.

#### **5.2.2.2. General Terms and Conditions Applicable to Commercial Containers**

Contractor shall furnish each Commercial Customer with the appropriate Container within seven (7) business days of the Customer's request. Contractor shall deliver and place the Container on the Customer's property in a location determined by the Customer, provided such location is reasonably acceptable to Contractor for the safe and efficient collection thereof. Contractor shall maintain all Containers in good condition without any leaks, jagged edges or holes. If Contractor's employees note any damage to a Container requiring repair, Contractor shall repair, at its sole cost, the damage without need of request from the Customer. Contractor shall repair the Container within seven (7) business days of request or notice of a condition requiring repair, or provide a temporary Container as necessary. Contractor shall replace, at its sole cost, any Container that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public within seven (7) business days. Contractor may provide Customers with either a new or used and reconditioned replacement Containers, provided such Containers are clean and presentable. Contractor shall collect and dispose of damaged and unusable Containers. If, in Contractor's commercially reasonable discretion, Contractor must replace or repair a damaged Container as a result of excess wear and tear or otherwise the result of the negligence or intentional misconduct by the Commercial Customer, Contractor may charge the Customer a replacement fee for such Container. In addition, Contractor shall also replace a Container within seven (7) business days of request by the City if the City determines that the Container fails to comply with reasonable health and safety standards, provided however, that Contractor shall assess the Customer a cleaning fee at the rate set forth in the Rate Schedule.

#### **5.2.2.3. Additional Fees**

Contractor may, at its election, charge Commercial Customers delivery fees for Containers and any such fees will be included in the Rate Schedule. Contractor shall charge a rollout fee in ten (10) foot increments for Containers that must be rolled by Contractor more than twenty (20) feet to reach the collection vehicle at its nearest point of access. Gate and/or disconnect charges shall be assessed as set forth in the Rate Schedule when Contractor must open, unlock, or close a gate in order to service a Container. Contractor may assess additional charges for excess materials loaded so as to lift, as applicable for such Commercial Customer, the Detachable Container lid or Drop-Box Container lid more than six (6) inches from the normally closed position. Commercial Customers may request extra collections of Detachable Containers in addition to the regular service,

which additional service shall be subject to an additional charge equal to the proportional amount (e.g. one pick-up per week rate divided by 4.33 weeks per month) of their regular monthly rate for that service. Extra collections of Drop-Box Containers shall be provided at the regular rate set forth in the Rate Schedule.

#### **5.2.2.4. Customer-Owned Drop-Box Containers**

Notwithstanding anything to the contrary in Section 5.2.2.1 above, Contractor may service compactor Drop-Box Containers owned by Commercial Customers at the special collection rates set forth in the Rate Schedule. Contractor shall have no obligation to maintain, repair or clean a compactor Drop-Box Container owned by a Commercial Customer, and shall have no liability to such Customers for damage caused to such compactor Drop-Box Containers except in the event of gross negligence or intentional misconduct by Contractor. If, in the commercially reasonable discretion of Contractor, a Customer-owned compactor Drop-Box Container is not safe, Contractor may elect not to provide service until such compactor Drop-Box Container is made safe for usage and transport.

### **5.3. Temporary Solid Waste Service Plans**

Upon request of any Customer, Contractor shall provide on a temporary basis the Container requested by said Customer at the rate set forth in the Rate Schedule for such temporary service. The temporary service rate shall apply for all service requests that do not exceed ninety (90) consecutive days. If the Customer requires a Container for a longer period of time, Contractor may require the Customer to select the appropriate Commercial service plan set forth in the Rate Schedule for the requested Container. If the temporary service plan is in addition to a regular service plan in effect for the Customer, Customer shall be billed by the City for both service plans. Contractor may require the Customer to make a security deposit in advance of a temporary service plan at the rate set forth in the Rate Schedule.

### **5.4. Residential Recyclable Materials Collection Program**

If, during the Term of this Agreement, the City elects to provide services related to Curbside recycling of Recyclable Materials from Residences, or should such services become required by application of state law or local ordinance, consistent with revisions to and/or updating of the applicable municipal comprehensive solid waste management plan, the terms of Sections 5.4.1 through 5.4.6 shall apply and Contractor will be the party with the exclusive right to collect Recyclable Materials from all Residential Customers in the City Service Area. If City will not provide a Recyclable Materials collection program, then Sections 5.4.1 through 5.4.6 will not apply.

In the event the City requests that Contractor collect, transport, and process Recyclable Materials from all Customers residing in Residences located within the City Service Area, the City shall provide written notice to Contractor of its election to provide Recyclable Materials collection service in accordance with Section 8. Within ninety (90) days of receipt of such notice, Contractor shall provide the City with a written proposal of the service rates, planned service routes and schedules for Customers residing in Residences and, if also requested by the City, all other Customers, proposed Recyclable Materials Carts and Containers, materials that will qualify as Recyclable Materials, estimated interval to secure necessary equipment and facilities, and any other

pertinent terms and conditions of such service. If Contractor's proposal is acceptable to the City, the City shall give written notice (Exercise Date) to Contractor to commence providing such service within the City Service Area on the date set forth in the City's notice that is consistent with Contractor's proposal. Upon receipt of the City's notice, the parties shall cooperate in good faith to develop and distribute materials and information to Customers within the City Service Area concerning the addition of the Recyclable Materials collection service.

If Contractor's proposal is not acceptable to the City, the City shall give written notice to Contractor of its counterproposal. If Contractor accepts such terms, it shall commence service upon the date included in City's proposal, which shall not be sooner than 90 days following the date on which Contractor receives City's proposal. If City's terms are unacceptable to Contractor, the parties agree to work in good faith to negotiate the unresolved terms, with service rates to be established consistent with the principles set forth in Section 6 of this Agreement. If Contractor rejects the City's proposal, then the parties shall first meet within ten (10) days after such rejection in good faith to attempt to resolve the dispute, and if such attempt does not succeed within such 10-day period, then either party may resolve such dispute pursuant to the mediation, or as necessary, binding arbitration, pursuant to the process set forth in Section 10.3.3.

#### **5.4.1. General Terms and Conditions**

Contractor shall collect, transport, process and/or market Recyclable Materials from all Residential Customers within the City Service Area, provided that the Recyclable Materials are properly contained in Residential Carts supplied by Contractor and set out for collection at the Curb on or abutting Public Streets or Private Roads. Each Unit of Recyclable Materials not provided in this manner for collection shall be subject to a special pickup charge as provided in the Rate Schedule.

#### **5.4.2. Collection Frequency**

Unless otherwise specified in Exhibit C, Contractor shall collect Residential Recyclable Materials containers every other week.

#### **5.4.3. Residential Carts**

The terms and conditions contained in Section 5.1.2 also apply to the carts used in Residential Recyclable Materials Collection Program.

#### **5.4.4. Collection Program Materials**

Exhibit G provides the list of Recyclable Materials that shall be collected from participating Customers. The Parties agree that the list of materials in Exhibit G is to be periodically revised so that it includes only those commodities that will be recycled or reused, and which have positive market value as indicated by established markets for the material. Paying a person or entity to remove or process the material for recycling, disposal or incineration is not considered positive market value, nor is paying a discounted rate for removal or processing.

#### **5.4.5. Recyclable Materials Handling Facility**

Contractor will be permitted to deliver all Recyclable Materials tendered under this Agreement to a handling facility at a site owned and/or selected by Contractor so long as such site complies with applicable state and federal environmental laws. If applicable, the cost of maintaining and operating such facility shall be included in the Contractor's service rates. Contractor shall provide the City with a list of all such sites being used by Contractor under this Agreement.

#### **5.4.6. Right to Suspend or Re-Commence Recyclable Materials Collection Program**

If, in its sole discretion, City determines that there are insufficient Customers subscribing to the Residential Recyclable Materials Collection Program, or that there is insufficient revenue generated by the Recycling Commodity Credit set forth in Section 6.2.3 to sustain the costs of maintaining such a program, City may suspend the Residential Recyclable Materials Collection Program subject to terms of this Section upon 90 days' written notice to Contractor conforming to the requirements of Section 8. City agrees that in the event it suspends the Residential Recyclable Materials Collection Program, it will not reverse its decision to exercise authority under RCW 81.77.020 and will maintain jurisdiction to provide a residential recyclables collection program. Contractor shall remain the party with the exclusive right to collect Recyclable Materials from Residential Customers in the City Service Area, but shall temporarily cease collecting such materials until such program is re-commenced by City as permitted in this section.

Following suspension of the program, Contractor shall be entitled to recover all unrecouped depreciation expenses for equipment and materials acquired by Contractor to fulfill its obligations in Section 5.4. Such unrecouped depreciation expenses shall be re-amortized over the remaining term of the Agreement as of the effective date of the City's termination. Contractor shall provide to the City evidence supporting the amount of at least forty-five (45) days prior to date requested by Contractor for such adjustment to go into effect, which in any event shall not be earlier than (i) the date of the adjustment to the tipping fee or disposal fee and (ii) after timely notice is provided to the public as provided in and pursuant to RCW 35.21.157. Upon receipt of the City's confirmation that the calculations are correct and timely public notice is made by Contractor, the new Solid Waste service rates for each level of service shall take effect on the date requested by Contractor. As applicable, Contractor shall have first given notice in the invoices issued to the Customers describing the increase in the service rates pursuant to this section prior to such service rates taking effect as required by RCW 35.21.157.

Following a decision to suspend the Residential Recyclable Materials Collection Program pursuant to this section, should such services become required by application of state law or local ordinance, or should City subsequently elect to re-commence the Residential Recyclable Materials Collection Program, City is to provide written notice to Contractor that City intends to re-commence the program in conformity with Section 8 of this Agreement. Within ninety (90) days of receipt of such notice, Contractor shall provide the City with a written proposal of the service rates, planned service routes and schedules for Customers residing in Residences and, if also requested by the City, all other Customers, proposed Recycling Carts and Recycling Containers, commodities that will qualify as Recyclable Materials based on current market conditions, estimated interval to secure

necessary equipment and facilities, and any other pertinent terms and conditions of such service. If Contractor's proposal is acceptable to the City, the City shall give written notice (Exercise Date) to Contractor to commence providing such service within the City Service Area on the date set forth in the City's notice that is consistent with Contractor's proposal. Upon receipt of the City's notice, the parties shall cooperate in good faith to develop and distribute materials and information to Customers within the City Service Area concerning the re-commencement of the Residential Recyclable Materials Collection Program.

### **5.5. Green Waste**

If, during the Term of this Agreement, the City elects to provide services related to Curbside recycling of Green Waste from Residences, or should such services become required by application of state law or local ordinance, consistent with revisions to and updating of the applicable municipal comprehensive solid waste management plan, the terms of Exhibit H shall apply. Contractor will be the party with the exclusive right to collect Green Waste in the City Service Area.

### **5.6. Electronic Waste**

If, during the Term of this Agreement, the City elects to provide services related to Curbside collection of Electronic Waste from Residences, or should such services become required by application of state law or local ordinance, the terms of Exhibit I shall apply. Contractor will be the party with the exclusive right to collect Electronic Waste in the City Service Area.

### **5.7. Miscellaneous Solid Waste Services**

Contractor shall also provide the following special services:

- (i) With respect to Residential Customers and those Commercial Customers residing in Residences located within Mixed-Use Buildings and Multi-Family Complexes within the City Service Area, Contractor shall provide a special Solid Waste service at the rate set forth in the Rate Schedule for Units of Solid Waste that exceed the limitations set forth in the definition of "Solid Waste Units," which service shall be provided within five (5) business days of the Customer's request.
- (ii) With respect to Residential Customers and those Commercial Customers residing in Residences located within Mixed-Use Buildings and Multi-Family Complexes within the City Service Area, Contractor shall collect and dispose of refrigeration and cooling devices common to households, such as refrigerators and air-conditioning units, at the rates set forth in the Rate Schedule, provided however, that the Residential Customer shall either request Contractor to purge and dispose of the cooling substance as required by applicable law or provide Contractor with a certificate reasonably satisfactory to Contractor from a qualified contractor stating that the same has been completed prior to collection and disposal of such item.
- (iii) With respect to all Customers within the City Service Area (except as otherwise provided in Section 5.1.1), Contractor shall collect, transport, and dispose of tires from passenger vehicles and trucks at the rate set forth in the Rate Schedule.

## **5.8. Customer Service**

### **5.8.1. Customer Service Office**

Contractor shall provide customer service functions relating to its services under this Agreement, including informing Customers of potential changes to service levels, receiving and resolving Customer complaints, dispatching Residential Carts and Commercial containers, special collections, and maintaining a customer service phone number during the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, except the Holidays listed in Exhibit L. The services set forth above shall also include responsibility for the billing or invoicing of Contractor services to Customers so long as Contractor is assigned that responsibility under this Agreement.. All customer service functions shall be provided as part of Contractor's overhead costs, which are to be included in service rates.

### **5.8.2. Customer Service Contact Information**

Contractor shall provide at all times a telephone number for customers having service issues to be able to contact Contractor.

### **5.8.3. Complaints**

Contractor shall give prompt and courteous attention to all Customer complaints received by Contractor. Contractor shall promptly investigate any complaint of a missed collection, and if verified, shall arrange for collection as provided in this Agreement. Contractor shall maintain a record of actions taken on all material and legitimate complaints that could not be resolved during the initial communication with the Customer, regardless of how the complaint was received, including date, time, Customer's name and address (if the Customer is willing to give this information), method of transmittal, and nature, date and manner of resolution of the complaint in a computerized daily log. Contractor shall make a conscientious effort to resolve all complaints promptly but otherwise within one (1) business day of the original call or e-mail. The computerized daily log shall be available for inspection by the City, or its designated representatives, during Contractor's office hours, and shall be in a format reasonably acceptable to the City.

### **5.8.4. Emergency Contact**

Contractor shall provide the City with the name and contact information in the event of an emergency requiring contact with Contractor outside of normal office hours. Contractor shall cause such representative to be available at said emergency telephone number during all hours other than normal office hours.

## **5.9. Reports**

In addition to any report required by law, Contractor shall maintain records of the number of loads of Solid Waste collected and transported within the City Service Area and the approximate total tonnage of Solid Waste and any other material herein authorized hauled by Contractor to Contractor's disposal site. Contractor shall make such records available to the City upon request.

## **6. COMPENSATION**

### **6.1. Basis for Determination of Solid Waste Collection Service Rates**

The parties expressly intend that the rates and charges established by this Agreement are to be designed to capture all legitimate operating and capital costs incurred by Contractor and to provide a fair rate of return on Contractor's investment in providing all services included under this Agreement as may be measured by external methodologies such as the Washington Utilities and Transportation Commission's "Lurito-Gallagher" ratemaking methodology, or other such standards that will enable Contractor to establish fair, just, reasonable and sufficient overall rates in order to allow Contractor to innovate, invest and continue to provide service types and levels responsive to the City's reasonable requirements hereunder.

### **6.2. Compensation to Contractor**

#### **6.2.1. Compensation for Solid Waste Collection Services**

The City shall collect from each and every Customer within the City Service Area, and remit to Contractor, the appropriate charge for the Solid Waste Collection Services selected by such Customer, together with any additional charges, fees and expenses that may be incurred or requested by such Customer, at the rates set forth in the Rate Schedule. Contractor shall act in good faith to coordinate with Customers to minimize the charges assessed to Customers. In addition to remission of such charges, fees and expenses, City shall be responsible for and remit to Contractor any and all other amounts due and payable to Contractor for the Solid Waste Collection Services provided under this Agreement within the City Service Area using the applicable Rates set forth in the Rate Schedule attached hereto as Exhibit C.

#### **6.2.2. Adjustment to Solid Waste Collection Service Rates**

##### **6.2.2.1 Annual Rate Adjustment**

Contractor's Base Service Rates for each level of Solid Waste Collection Service, excluding fuel expenses, for each level of Solid Waste Collection Service shall increase once every year as provided in Exhibit D and Exhibit E. Rate adjustments relating to changes in fuel expenses will be calculated separately and exclusively pursuant to the terms and conditions set forth in Section 6.2.2.3. Base Service Rates shall be adjusted annually, beginning on the first January 1 occurring after the Commencement Date (the "Adjustment Date"). Contractor shall submit to the City for review a "Rate Adjustment Statement" showing the calculations of new Base Service Rates for the following year, including a calculation of the percentage change in the "Adjustment Index" (as defined in Exhibit D) for the most recent twelve (12) month period ending the June prior to the Adjustment Date. Contractor's calculations shall be provided to the City annually no later than September 30 and the City shall have forty-five (45) days to confirm Contractor's rate modification calculations. The annual rate adjustment shall be deemed approved and authorized unless written objection from the City to mathematical calculations in the Rate Adjustment Statement is received by Contractor within forty-five (45) days of receipt of Contractor's calculations. As applicable, City or Contractor shall have first given notice in the invoices issued to the Customers describing the increase in the service rates pursuant to this section prior to such service rates taking effect as

required by RCW 35.21.157. Upon reasonable notice, a Contractor representative will appear before the City Council up to two times per year at the City's request to answer any questions related to performance under this Agreement.

#### **6.2.2.2 Adjustments to Tipping Fees and Disposal Fees**

A tipping disposal or acceptance fee charged for Solid Waste shall be the financial responsibility of Contractor, provided however, Contractor may incorporate such disposal, tipping or acceptance fees as part of the service rates set forth in the Rate Schedule. In the event of an adjustment in tipping fees or disposal fees paid by Contractor, Contractor shall adjust the tipping fee and disposal fee component of the Solid Waste service rates for each level of service to reflect such adjustment. Contractor shall provide the City with notice of any tipping fee or disposal fee adjustment promptly upon knowledge thereof by Contractor. Contractor shall provide to the City evidence supporting the requested change in service fees as a result of an adjustment to tipping fees and disposal fees at least forty-five (45) days prior to date requested by Contractor for such adjustment to go into effect, which in any event shall not be earlier than (i) the date of the adjustment to the tipping fee or disposal fee and (ii) after timely notice is provided to the public as provided in and pursuant to RCW 35.21.157. Upon receipt of the City's confirmation that the calculations are correct and timely public notice is made by Contractor, the new Solid Waste service rates for each level of service shall take effect on the date requested by Contractor. As applicable, City or Contractor shall have first given notice in the invoices issued to the Customers describing the increase in the service rates pursuant to this section prior to such service rates taking effect as required by RCW 35.21.157.

#### **6.2.2.3 Fuel Expense Adjustments**

Contractor may also assess to all Customers a "Fuel Surcharge" in accordance with the provisions set forth in Exhibit F. Contractor shall submit to the City a Fuel Surcharge calculation worksheet by the 15<sup>th</sup> day of the month immediately preceding the months of August, October, December, February, April and June. The Fuel Surcharge shall be deemed approved and authorized unless written objection from the City to the Contractor's mathematical calculations is received by Contractor within seven (7) days of the City's receipt of the worksheet. In such case, the parties shall meet within five (5) business days and work in good faith to resolve any alleged errors in such mathematical calculations. If the parties cannot reach agreement during such period, then either party may resolve such dispute pursuant to the mediation, or as necessary, binding arbitration, pursuant to the process set forth in Section 10.3.3. A Fuel Surcharge shall commence only on the first of each of the calendar months named herein above, and shall continue in effect for a two-month period, after which time a new Fuel Surcharge, if applicable, shall go into effect pursuant to the provisions hereof. As applicable, City or Contractor shall incorporate such Fuel Surcharge in the Customers' invoices in a timely manner.

#### **6.2.2.4 Solid Waste Disposal Cost Adjustment**

Contractor may also adjust Base Service Rates for all levels of Solid Waste Collection Service based upon the change in the annual disposal cost of Solid Waste collected by Contractor ("WACOD Adjustment"). Commencing with the second full twelve month Adjustment Period after the Effective Date (or, if City's Residential Recyclable Materials Collection Program has been



suspended and subsequently recommenced pursuant to Section 5.4.5, commencing with the second full twelve month Adjustment Period after the Exercise Date), and for each Adjustment Period thereafter (each, a “Comparison Period”), the Contractor shall determine the change in the annual disposal cost of Solid Waste collected by Contractor during such Comparison Period as compared to the first full twelve month Adjustment Period after the Exercise Date (“Base Period”). If the volume of Solid Waste collected for such Comparison Period has changed by more than five percent (5%) from the Base Period, Contractor shall prepare a WACOD Adjustment calculation worksheet (“WACOD Adjustment Statement”) that calculates the WACOD Adjustment to the service rates pursuant to the formula set forth in Exhibit E. The WACOD Adjustment of the service rates shall be adjusted concurrently with annual adjustments to service rates pursuant to Section 6.2.2., with the first month of January two years after the Exercise Date being the first potential date for an adjustment pursuant to this section. Concurrently with the Statement provided to the City pursuant to Section 6.2.2., the Contractor shall submit to the City for review and approval the WACOD Adjustment Statement calculating the adjustment to new rates for the next year, which statement shall show the calculations required in this Section. The City shall have forty-five (45) days to confirm the Contractor’s WACOD Adjustment to the service rates. If the City objects to the Contractor’s proposed rate adjustment, then the parties shall first meet within ten (10) days in good faith to attempt to resolve the dispute, and if such attempt does not succeed within such 10-day period, then either party may resolve such dispute pursuant to the mediation, or as necessary, binding arbitration, pursuant to the process set forth in Section 10.3.3. Upon receipt of the City’s approval of the WACOD Adjustment Statement, which shall not be unreasonably withheld or delayed, or if the City fails to object, the WACOD Adjustment to the service rates shall take effect on January 1 of the subsequent year, provided however, that as applicable, City or Contractor shall have first given notice in the invoices issued to the Customers describing the increase in the service rates pursuant to this section prior to such service rates taking effect as required by RCW 35.21.157.

### **6.2.3. Recycling Commodity Credit/Debit**

During all times that City maintains a Recyclable Materials Collection Program, Contractor shall maintain a Recycling Commodity Credit program (“Commodity Credit”). The amount of the Commodity Credit (or Debit) shall be calculated pursuant to Exhibit K and applied annually to adjust service rates for Residential Recyclable Materials Collection Program. Contractor’s calculations shall be provided to the City annually no later than September 30 and the City shall have ninety (90) days to confirm Contractor’s rate modification calculations, provided however, that as applicable, City or Contractor shall have first given notice in the invoices issued to the Customers describing the increase in the service rates pursuant to this section prior to such service rates taking effect as required by RCW 35.21.157.

### **6.2.4. Tax Additive**

The State Refuse Collection Tax, any other state or municipal taxes or fees imposed on the gross receipts or gross revenues of Contractor’s services to City under the Agreement, any other state or municipal utility taxes or franchise fee imposed on solid waste collection services provided by Contractor to City, and any tax on tax effect shall be added to the rates specified for each class of service which may be identified separately and as additive(s) to said rate on each billing service. In the event of a revision by the taxing entity to the rate at which taxes or fees are assessed, Contractor

may accordingly adjust rates to reflect such change in the next billing cycle including any tax on tax effect, provided however, that as applicable, City or Contractor shall have first given notice in the invoices issued to the Customers describing the increase in the service rates pursuant to this section prior to such service rates taking effect as required by RCW 35.21.157.

#### **6.2.5. Other Modifications**

Contractor may apply to the City for rate adjustments that result from increases in the cost of operations arising during the Term of the Agreement. Contractor shall submit a written request to adjust the rates not more than ninety (90) days and not less than sixty (60) days prior to the proposed effective date of the requested change, provided however, that as applicable, City or Contractor shall have first given notice in the invoices issued to the Customers describing the increase in the service rates pursuant to this section prior to such service rates taking effect as required by RCW 35.21.157. Change proposals by the Contractor shall provide thorough documentation and information explaining and justifying the request. Financial calculations shall be clear, accurate, and concise. The City's objections to the Contractor's proposal shall be due within thirty (30) days after receipt of Contractor's proposed rate adjustment. The City shall promptly consider such proposed rate change with consideration of historical and industry-wide profit levels and rate making methodologies utilized by the Washington State Utilities and Transportation Commission.

#### **6.2.6. Changes in Impositions or Other Laws**

If the City, county, state or federal authorities impose new taxes, fees or surcharges or change the rates of existing taxes, fees or surcharges after the Commencement Date, or there are other changes in federal, state or local laws or regulations, and the impact of these changes results in increased or decreased Contractor costs, Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate and if so, to determine the amount and the method of adjustment. If the City requires review of Contractor's financial or other proprietary information in conducting its rate review, at the request of Contractor, the City shall retain a third party to review such information at Contractor's expense, provided however, that Contractor may require such third party to execute a commercially reasonable confidentiality agreement. Any such additional financial review shall be considered allowable business expenses for future rates adjustment purposes. If the City objects to the Contractor's proposed rate adjustment, then the parties shall first meet within ten (10) days in good faith to attempt to resolve the dispute, and if such attempt does not succeed within such 10-day period, then either party may resolve such dispute pursuant to the mediation, or as necessary, binding arbitration, pursuant to the process set forth in Section 10.3.3.

### **6.3. Billing for Solid Waste Services**

The preparation and sending of bills to all Customers within the City Service Area will be the sole obligation of the City, at City's sole cost and expense, and the City shall bear all risk of non-payment by the Customers.

### **6.3.1. Residential Rates and Customer Count Reconciliation**

Each month, the City shall generate from its billing system a summary report of the number of Customer accounts at each service level. By the 20th day of each calendar month, the City will submit this report to the Contractor. Contractor shall compare this report to Contractor's monthly invoice generated by Contractor and provided to the City by the last day of each calendar month. Contractor shall compare Contractor's and City's service level counts each month. If there are discrepancies between the City's and Contractor's records, Contractor shall resolve these discrepancies with the City's staff within the billing period (before the last day of the month).

Contractor shall work with Customers and the City regarding service disputes which affect billing and determine whether credits or adjustments are due to the Customer. A report of all proposed adjustments to Customer accounts shall be submitted to the Contractor on a monthly basis. The City shall also submit to the Contractor an electronic copy of a billing worksheet on a monthly basis that shall include a listing of all Customers containing the following information:

- Customer Name
- Service Address
- Contractor Reference Number
- City Reference Number
- Level of Service
- Start and Stop Dates
- Cost

### **6.4. Transfer of Billing Obligations**

Notwithstanding the foregoing, the City may elect at any time to transfer to Contractor the duty and obligation to bill Customers within the City Service Area, in which case the following provisions will be applicable:

#### **6.4.1. Notice of Change in Billing Responsibility - Rates**

In the event that the City desires to assign such billing obligation to Contractor, the City must first give written notice to Contractor of the City's intent for Contractor to assume billing responsibilities under this Agreement. Upon Contractor's receipt of the City's written notice, the City and Contractor will negotiate a modification to the Agreement and to the service rates as provided in Section 6.2.5 to provide reasonable compensation to Contractor for the increase in Contractor's costs and responsibilities, including appropriate reserves for unpaid Customer accounts in default.

#### **6.4.2. Billing Responsibilities of Contractor Upon Change to Contractor Billing**

Upon the completion of a negotiated change in rates and the assignment of responsibility to

Contractor, the following provisions will apply:

#### **6.4.2.1 Preparation and Sending of Bills**

Contractor shall directly invoice and collect payment from all Customers for services provided by the Contractor for Solid Waste (and any other materials herein authorized) Collection Services. The Solid Waste services, other ancillary services, fees and other charges shall be charged at the applicable Base Service Rates, which may be adjusted from time to time in accordance with this Agreement. Contractor shall cause each bill to include the following information: (i) Customer name; (ii) account information; (iii) service address; (iv) service commencement and termination dates, as applicable; (v) billing period, (vi) date of the bill; (vii) Customer's service plan; (viii) date payment is due; (ix) date payment is delinquent; (x) charges for the Customer service plan; and (xi) additional charges, if any. Contractor shall provide the services required under this Agreement, regardless of whether Contractor obtains payment from the Customer. Contractor shall not be required to continue to provide service to any Customer suspended for non-payment under the terms of this Agreement.

#### **6.4.2.2 Delinquent Accounts Upon Change**

Contractor shall bear the risk of collection. It is the intent of the parties that all issues relating to service and rates under this Agreement should be the responsibility of the Customer, Contractor and the City, and no third party shall have standing to request, speak or represent issues of service in the City Service Area except for the direct Customer, Contractor or the City.

Contractor shall have any and all remedies provided under the City's municipal code and, as applicable, Washington law and regulations, with respect to delinquent accounts and other defaults by Customers, including without limitation, refusing or terminating Solid Waste service. The City shall assume no responsibility for the collection of any amount due by a Customer, provided however, that the City shall cooperate in good faith with Contractor in the enforcement of Contractor's rights and remedies to collect any delinquent accounts or cure defaults as may be provided under the City's municipal code.

The City represents and warrants that it has duly adopted or will duly adopt before transferring such billing obligation to Contractor, an ordinance authorizing the imposition of a lien against a Customer's real property for unpaid service fees pursuant to RCW 35.21.130. The City hereby authorizes and delegates to the Contractor the rights, privileges and duties to record and foreclose a lien as permitted under applicable law. The City further acknowledges that the delegation of the right to record and foreclose a lien is a ministerial action of the City, and the delegation of such privilege and duty is made on behalf of and for the convenience of the City.

### **7. PERFORMANCE FEES, DEFAULT AND REMEDIES**

#### **7.1. Performance Fees**

In the event that Contractor fails to meet any performance obligation set forth in this Agreement, the City shall give written notice to Contractor regarding such failure, in which case Contractor shall promptly take such corrective action to remedy the issue raised in the City's written

notice. In addition, City reserves the right to impose the following fines if Contractor fails to meet certain obligations as provided in this Agreement.

ACTION OR OMISSION	AMOUNT
Collection before or after the times specified in this Agreement, except as expressly permitted by the City.	Fifty Dollars (\$50) per truck route (each truck on each route is a separate incident).
Failure to collect missed materials within one (1) business day after receipt of notice pursuant to Section 4.6.5 (excludes missed collections due to inclement weather or occurring within the first 72 hours following commencement of a Labor Disruption).	Fifty Dollars (\$50) per incident to a maximum of Five Hundred Dollars (\$500) per truck per day.

The performance fees schedule set forth here shall not affect the City's ability to terminate this Agreement as provided in Section 7.2, provided however, the City acknowledges that the performance fees described in this section are both the exclusive remedy and an adequate remedy for the above named acts or omissions, and the City may not terminate this Agreement for any of the acts or omissions described in this section unless Contractor has incurred performance fees in excess of \$25,000.00 each month for at least seven (7) consecutive calendar months. Contractor shall pay such performance fees within thirty (30) days of demand therefore from the City. The City shall provide Contractor with reasonably acceptable documentation supporting such performance fees together with the City's demand therefore. Contractor may appeal any performance fees imposed under this section to the City Manager, or if the City has a "strong mayor," then the Mayor, or their designee, to whom Contractor shall be allowed to present evidence as to why the amount of performance fees should be lessened or eliminated.

## **7.2.Default and Remedies**

If Contractor abandons or materially breaches its obligations hereunder or fails to fully and promptly comply with all of its provisions or fails to give reason satisfactory to the City for noncompliance, the City may then declare Contractor to be in default of this Agreement and notify Contractor of such default and shall provide Contractor with thirty (30) days to cure such default. If Contractor fails to cure such default in a timely manner, the City may thereafter give notice of termination to Contractor and its surety. Upon receipt of any such notice, this Agreement shall terminate.

## **8. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, by certified mail, or by air courier, and if given personally or by mail, shall be deemed sufficiently given if addressed to the City or to Contractor at the following address:

The City: City of Union Gap  
Attn: City Manager  
102 W Ahtanum Rd  
Union Gap, WA 98903

To Contractor: Basin Disposal of Yakima, LLC  
2021 North Commercial Avenue  
P.O. Box 3850  
Pasco, WA 99302-3850  
Attn: President

Mailed notices shall be deemed given on the fifth (5<sup>th</sup>) business day following deposit in the United States mail, certified postage prepaid. Notices delivered personally or by air courier shall be deemed given upon receipt. Either party may by written notice to the other specify a different address for notice purposes.

## **9. INSURANCE AND BOND REQUIREMENTS**

### **9.1. General Insurance Requirement**

Contractor shall procure and maintain, at its sole expense, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Agreement by Contractor, its agents, representatives, employees or subcontractors, as provided in this Section 9. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### **9.2. Minimum Scope of Insurance**

Contractor shall obtain insurance that meets or exceeds the following requirements:

(i) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under Contractor's Automobile Liability insurance policy with respect to the work performed for the City.

(ii) Commercial General Liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85, or its equivalent. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

(iii) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(iv) Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

### **9.3. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

(i) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.

(ii) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

### **9.4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions in excess of \$50,000 must be declared to and approved by the City, which approval shall not be unreasonably withheld. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **9.5. Other Insurance Provisions**

The insurance policies shall contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability:

(i) Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and agents. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Contractor's insurance and shall not contribute with it.

(ii) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(iii) Contractor's insurance shall be endorsed to state that coverage shall not be cancelled unless the City is given prior written notice as provided under RCW 48.18.290.

## **9.6. Acceptability of Insurers**

Contractor shall secure insurance policies from insurers with a current A.M. Best rating of not less than A:VII.

## **9.7. Verification of Coverage**

Contractor shall furnish the City with original certificates including, but not necessarily limited to, the additional insured endorsements, evidencing the insurance policies required pursuant to this Article 9 prior to the Commencement Date.

## **9.8. Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor before commencement of the work. All coverages for subcontractors shall be subject to the same insurance requirements as stated herein for Contractor.

## **9.9. Performance Bond/Surety**

Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit or other similar instrument acceptable to and approved in writing by the City in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and Contractor shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory to the City of its renewability, not less than sixty (60) days prior to the expiration of the bond, letter of credit or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit or other similar instrument in full in the event its renewal is not confirmed at least five (5) days before its expiration.

# **10. GENERAL TERMS**

## **10.1. Indemnification**

### **10.1.1. Indemnify and Hold Harmless**

Contractor shall indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, or injuries, sickness or death to persons, or damage to property, which is caused by or arises out of Contractor's exercise of duties, rights and privileges granted by the Agreement, provided, however, that Contractor's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from concurrent willful or negligent acts or actions of Contractor and the City shall apply only to the extent of Contractor's negligence.



### **10.1.2. Notice to Contractor; Defense**

In the event an action is brought against the City for which indemnity may be sought against Contractor, the City shall promptly notify Contractor in writing. Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. On demand of the City, Contractor shall at its own cost and expense defend, and provide qualified attorneys reasonably acceptable to the City to defend, the City, its officers, employees, agents and servants. The City shall fully cooperate with Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless Contractor has agreed otherwise. Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this section, and if the City employs separate counsel the City shall assert all defenses and counterclaims reasonably available to it.

### **10.1.3. Industrial Insurance Immunity Waiver**

With respect to the obligations to hold harmless, indemnify and defend provided for herein, as they solely relate to claims against the City, its elected officials, officers, employees, agents and representatives, Contractor agrees to waive Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by Contractor's employees that is caused by or arises out of Contractor's negligent exercise of rights or privileges granted by the Agreement.

## **10.2. Transfer of the Contract**

### **10.2.1. Assignments, Subcontracts and Delegations**

Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Agreement without the prior written approval of the City and submittal of proof of insurance coverage. When requested, approval by the City of a subcontract or assignment shall not be unreasonably withheld. In the event of an assignment, subcontracting or delegation of duties, Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken. In addition, the assignee, subcontractor or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Agreement.

### **10.2.2. Changes in Control**

If Contractor is a corporation, limited liability company or limited liability partnership, then any transfer of this Agreement by merger or consolidation, or any change in the ownership of, or power to vote, the majority or controlling interest of its outstanding voting stock, membership interest, or limited partnership interests, or in the controlling interest at any tier in the ownership structure of Contractor, or change of the manager or general partner for LLCs and LPs, respectively, shall constitute an assignment for the purpose of this section. If Contractor is a partnership, then any transfer of any partnership interest shall constitute an assignment for the purpose of this section.

Any transfer of this Agreement by (i) merger or consolidation, (ii) any change in the ownership of, or power to vote, the majority or controlling interest of its outstanding voting stock, membership interest or limited partnership interest, as applicable, (iii) any entity succeeding in the business and assets of Contractor, (iv) any transfer to an entity that controls or is under common control with Contractor, or (v) any transfer to a subsidiary or affiliate shall not be considered an assignment requiring the City's consent, provided however, that in each case described above such entity has equal or greater financial net worth than Contractor on the date of transfer, the transferee assumes all obligations under this Agreement and that written notification of the transfer, including a copy of the transfer documentation, is provided to the City at least fifteen (15) days prior to the transfer. For purposes of this section, the term "control" shall mean ownership of more than 50% of the outstanding voting stock, membership interest or partnership interest.

### **10.3. Legal**

#### **10.3.1. Laws to Govern/Venue**

This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington in the county in which the City is located.

#### **10.3.2. Attorney Fees**

In the event of a dispute relating to the interpretation of, or to enforce, this agreement the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses incurred in relationship with such dispute.

#### **10.3.3. Dispute resolution**

The Contractor will contact the City Manager, or if the City has a strong mayor, then the Mayor, or their designee regarding any dispute it has with the City regarding the services, rate adjustments or penalties hereunder, or any provision of this Agreement. Any claim or dispute between the parties relating to the requirements of this Agreement may be submitted in writing to a formal dispute resolution process as described below. Throughout the process, the City and the Contractor shall proceed in a timely manner and in good faith to resolve such claims or disputes based on accurate and shared information and on a confidential basis to the extent permitted by law.

The parties shall make a good faith effort to resolve any dispute or claim by negotiation between representatives with decision-making power. These representatives shall not already have had prior substantive involvement in the matters involved in the dispute or claim unless the parties otherwise agree. Any admissions made or offers submitted during such negotiations shall not be admissible as evidence in any subsequent dispute resolution or legal proceeding. If the negotiation between the parties does not result in resolution of the claim or dispute, then within ten (10) calendar days after the last meeting between the parties or final exchange of written positions, the parties will initiate a non-binding, structured mediation. The City and the Contractor shall agree on a single qualified mediator from an organization as agreed by the parties to this Agreement. The procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least ten (10) days prior to the actual mediation. The mediation

process shall be complete within thirty (30) days of the commencement of the mediation process. Each party shall bear their own costs in the mediation. If the parties have still not resolved the matter, then and only then shall arbitration be permitted. "Arbitration" for purposes of this Agreement shall be limited exclusively to arbitration by one arbitrator, administered by the arbitration association in accordance with its rules of practice and procedure. The arbitrator shall be someone other than the mediator who served under subsection (b) above. The arbitrator shall be bound to follow the applicable federal and state laws and regulations in deciding all issues and in rendering any award or decision, including any applicable statute of limitations. The arbitration proceedings shall be binding, conclusive and not appealable, and any party to any award rendered in any such arbitration proceeding shall be entitled to have judgment entered thereon. The arbitrator shall determine the substantially prevailing party and such party shall be entitled to reasonable attorney fees and costs. Arbitration shall take place in the county in which the City is located or other location mutually acceptable to the parties.

#### **10.4. Compliance With Laws**

Contractor shall comply with all applicable federal, state, county, and local laws, statutes, rules, regulations or ordinances, including without limitation, all health and environmental regulations and standards applying to the collection, transport and disposal of Solid Waste. Contractor shall also comply with all applicable requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and the standards and regulations issued pursuant to these statutes from time-to-time.

#### **10.5. Non-Discrimination**

Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor understands and acknowledges that if it violates this non-discrimination provision and fails to cure such violation to the satisfaction of the EEOC or state agency having jurisdiction, including without limitation, compliance with all terms and conditions set forth in a settlement agreement, this Agreement may be terminated by the City with thirty (30) days prior written notice.

#### **10.6. Permits and Licenses**

Contractor shall secure all necessary business permits and licenses necessary to provide the Solid Waste services described herein. Contractor shall duly pay all applicable taxes, fees and charges incurred, including, but not limited to, license fees and all federal, state, regional, county and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, business and occupation taxes, workers' compensation and unemployment benefits, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies or activities related to Contractor's services provided under the Agreement.

#### **10.7. Relationship of Parties**

The City and Contractor expressly acknowledge that the relationship between Contractor

and the City shall at all times be as an independent contractor of the City. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of the City.

#### **10.8. Bankruptcy**

If (i) Contractor makes any general arrangement or assignment for the benefit of creditors; (ii) Contractor becomes a “debtor” as defined in 11 U.S.C. § 101 or any successor statute (unless, in the case of a petition filed against Contractor, the same is dismissed within ninety (90) days); or (iii) the appointment of a trustee or receiver to take possession of substantially all of Contractor’s assets, where possession is not restored to Contractor within ninety (90) days, the City may terminate this Agreement upon giving Contractor written notice thereof. In the event that any provision of this section is contrary to any applicable law, such provision shall be of no force or effect.

#### **10.9. Right to Renegotiate or Amend**

The City shall retain the right to renegotiate this Agreement or negotiate an amendment based on subsequent changes in and to federal, state, county or city laws, regulations or policies that materially modify the terms and conditions of this Agreement, provided however, that the City may not modify the Rate Schedule or the terms by which service rates are determined. This Agreement may be amended, altered or modified only by a written amendment, alteration or modification, executed by authorized representatives of the City and Contractor.

#### **10.10. Force Majeure**

##### **10.10.1. Force Majeure Events**

If any Force Majeure event occurs that is not in the direct control of Contractor and which results in a detrimental effect or a material hardship to Contractor in the performance of this Agreement, Contractor may request to make adjustments to one or more of the Solid Waste service rates or other fees included in the Rate Schedule by providing written notice to the City together with an explanation of the need for such rate adjustments arising from such Force Majeure event. Contractor shall submit such written request not more than ninety (90) days and not less than sixty (60) days prior to the proposed effective date of the requested service rate change, and the City shall promptly consider such proposed rate change. If the City requires review of Contractor’s financial or other proprietary information in conducting its rate review, at the request of Contractor, the City shall retain a third party to review such information at Contractor’s expense, provided however, that Contractor may require such third party to execute a commercially reasonable confidentiality agreement. Any such additional financial review costs shall be considered allowable business expenses for future rates adjustment purposes.

##### **10.10.2. Force Majeure Occurrences of Non-Default**

Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if Contractor’s performance is prevented or delayed by acts of terrorism, acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, labor unrest, wars, blockades, public riots, explosions, unavailability of required

materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Agreement, Contractor shall promptly give the City written notice of the Force Majeure event, describing it in reasonable detail. Contractor's obligations under this Agreement shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure event and only for the period during which the Force Majeure event exists.

#### **10.11. Illegal Provisions/Severability/Savings**

If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect and any such provision shall be reformed or otherwise revised by a court of competent jurisdiction in such a way as to give maximum effect to the intent of the parties.

#### **10.12. Waiver**

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

#### **10.13. Entirety**

This Agreement and the exhibits attached hereto represent the entire agreement of the City and Contractor with respect to the services to be provided under this Agreement. No prior written or oral statement or proposal shall alter any term or provision of this Agreement except as provided herein.

#### **10.14. Statutory Notice for Rate Increases**

It is presumed herein that any reference to a change, adjustment, or modification of Solid Waste collection rates shall be preceded by statutorily required notice as detailed in RCW 35.21.157 and proof of the same shall be provided by the Contractor to the City upon City request.

*[The remainder of this page is left intentionally blank.]*

**WITNESS THE EXECUTION HEREOF** on the day and year first herein above written.

**CITY OF UNION GAP,**  
a municipal corporation

**BASIN DISPOSAL OF YAKIMA, LLC,**  
a Washington corporation

By: \_\_\_\_\_  
Name: Gregory Cobb  
Its: City Manager

By: \_\_\_\_\_  
Jim Arneson,, President

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk/Treasurer

## Exhibit A

### Definitions

**Agricultural Processed Waste:** “Agricultural Processed Waste” means any waste which consists exclusively of the remainder and residue of processed fruit or vegetables.

**Base Service Rates:** “Base Service Rates” means the rates for services set forth in Exhibit C, excluding of any surcharges.

**Base Tonnage:** “Base Tonnage” means the original 1,500 tons of solid waste services transported and removed by the Contractor to the City without any direct cost.

**Biomedical Waste:** “Biomedical Waste” has the same meaning set forth in WAC 480-70-041.

**Bulky Materials:** “Bulky Materials” means bags, boxes, or bundles, or empty carriers, cartons, boxes, crates, etc., or materials offered for disposal, all of which may be readily handled without shoveling (not loose, uncontained materials). Individual items shall not exceed two feet by two feet by five feet (2’ x 2’ x 5’) in dimension, and not weigh more than 65 pounds.

**Charge:** “Charge” means a set flat fee for performing a service. Or, the result of multiplying a rate for a unit times the number of units transported.

**City:** “City” means the City of Union Gap, Yakima County, Washington.

**City Service Area:** “City Service Area” means the current corporate limits of the City, excluding only those areas for which a different Solid Waste collection company is providing Solid Waste service pursuant to a pre-existing franchise or permit.

**Commercial Customer:** “Commercial Customer” means all non-Residential Customers, including but not limited businesses, institutions, governmental agencies, Temporary Worker Housing Customers, and all other users, including occupants of Residences, Mobile Home Parks, Multi-Family Complexes and Mixed-Use Buildings, of commercial-type Solid Waste collection services.

**Compactor Disconnect/Reconnect Charge:** “Compactor Disconnect/Reconnect Charge” means a flat fee established by the solid waste collection company for the service of disconnecting a compactor from a drop box or container before taking it to be dumped, and then reconnecting the compactor when the drop box or container is returned to the customer’s site.

**Container:** “Container” means any Detachable Container, Drop-Box Container, or wheeled cart owned and provided by Contractor.

**Contractor:** “Contractor” means Basin Disposal of Yakima, LLC

**Curb or Curbside:** “Curb” or “Curbside” means a location on a Residential Customer’s property within five (5) feet of a Public Street or Private Road without blocking sidewalks, driveways or on-street parking.

**Customer:** “Customer” means all entities or persons required to utilize Solid Waste services within the City Service Area, including property owners, property managers and tenants.

**Detachable Container:** “Detachable Container” means a watertight metal or plastic Container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one and a half (1.5) cubic yards or greater than eight (8) cubic yards in capacity.

**Drop-Box Container:** “Drop-Box Container” means an all-metal Container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied and transported back to the Customer’s site.

**Exercise Date:** “Exercise Date” means the date that the City counter signed the Contractor’s proposal that the City requested under Section 5.4 (Recyclable Materials), Section 5.5 (Green Waste) or 5.6 (Electronic Waste) of this Agreement.

**Gate Charge:** “Gate Charge” means a flat fee charged for opening, unlocking, or closing gates in order to pick up solid waste.

**Garbage:** “Garbage” means all putrescible Solid Waste.

**Green Waste:** “Green Waste” means Yard Debris as that term is defined in RCW 70A.205.015(28) and Organic Materials, as that term is defined by RCW 70A.205.15(29).

**Hazardous Waste:** “Hazardous Waste” means any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“RCRA”) of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments (“HSWA”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.
- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW.
- C. Hazardous Waste shall not include any materials defined as Household Hazardous Waste.

**Household Hazardous Waste:** “Household Hazardous Waste” has the same meaning set forth in RCW 70A.415.010, together with any applicable regulations promulgated by the Washington Department of Ecology pursuant thereto.

**Holidays:** “Holidays” means the holidays set forth in Exhibit L.



**Labor Disruption:** “Labor Disruption” means any concerted activity (including, without limitation, strikes, sympathy strikes, work stoppages, picketing, slowdowns, hand billing, boycotts, or other work interference) against the Contractor or the Contractor’s operations under this Agreement.

**Loose Material:** “Loose Material” means material not set out in bags or containers, including materials that must be shoveled.

**Mixed Paper:** “Mixed Paper” means magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperboard packaging, paper cups and other fiber-based materials meeting industry standards, but excluding tissue paper, paper towels, food-contaminated paper or paper packaging combined with plastic, wax and foil.

**Mixed-Use Building:** “Mixed-Use Building” means a structure inhabited by both Residential and Commercial Customers.

**Mobile Home Park:** “Mobile Home Park” shall mean a parcel of land which has been planned, improved or is currently used for the placement of mobile homes and contains more than one (1) mobile home lot. If billing is performed by Contractor, Mobile Home Parks shall be billed collectively for collection service.

**Multi-Family Complex:** “Multi-Family Complex” means a multiple-unit Residence with three or more attached units and billed collectively for collection service.

**Packer:** “Packer” means a device or vehicle specially designed to pack loose materials.

**Pass Through Fees:** “Pass Through Fees” means a fee collected by a solid waste collection company on behalf of a third party when the fee is billed directly to the customer without markup or markdown.

**Permanent Service:** “Permanent Service” means Container and drop-box service provided at the customer’s request for more than 90 days.

**Private Road:** “Private Road” means a privately owned and maintained right of way or access easement that allows for access by a service vehicle and that serves multiple Residences.

**Public Street:** “Public Street” means a public right-of-way or easement maintained by the City, County or the State and used for travel by the public.

**Rate:** “Rate” means a price per unit or per service. A rate is multiplied times the number of units or services.

**Recyclable Materials:** “Recyclable Materials” means materials consisting of aluminum cans and foil; corrugated cardboard; tin cans; recyclable plastic containers that did not contain Biomedical Waste, Hazardous Waste or Household Hazardous Waste; Mixed Paper; newspaper; and/or such other materials that the City and Contractor may determine from time to time to be recyclable and are otherwise consistent with all applicable ordinances or comprehensive solid waste management plans, if any.

**Residence/Residential:** “Residence” or “Residential” mean a living space, with a kitchen, individually rented, leased or owned.

**Residential Cart:** “Residential Cart” means a wheeled cart suitable for deposit, storage and collection of Solid Waste in the gallon sizes specified in Exhibit C.

**Residential Customer:** “Residential Customer” means all Customers residing in a Single-Family Residences.

**Service Accord:** “Service Accord” means limited services that the Contractor agrees to provide to the City as described in Exhibit “E”

**Single-Family Residence:** “Single-Family Residence” means all one-unit houses, each living unit of a duplex if billed individually, and mobile homes that are billed for collection service individually and located on a Public Street or Private Road, and not part of a Mobile Home Park.

**Solid Waste:** “Solid Waste” shall have the same meaning set forth in RCW 70.95.030, but shall not include Biomedical Waste or Hazardous Waste. If and when the City permits separate collection service for Recyclable Materials, Green Waste or Household Hazardous Waste at City’s request or under the jurisdiction of the WUTC, Recyclable Materials, Green Waste and Household Hazardous Waste shall be deemed to be separate categories of Solid Waste where expressly provided in this Agreement. For purposes of clarity, Solid Waste shall include all demolition and construction waste.

**Solid Waste Collection Services:** “Solid Waste Collection Services” shall mean the services provided by Contractor under this Agreement to collect Solid Waste, Recyclable Materials and/or Green Waste. For purposes of clarity, Solid Waste Collection Services shall mean the collection of all demolition and construction waste generated in the City Service Area.

**Special Pickup:** “Special Pickup” means a pick-up requested by the customer at a time other than the regularly scheduled pick-up time, which requires the special dispatch of a truck. If a special dispatch is required, the company will assess time rates established in Contractor’s Exhibit C.

**Solid Waste Unit:** “Solid Waste Unit” means a receptacle made of durable, corrosion-resistant, nonabsorbent material that is watertight, and has a close-fitting cover and two handles, or is a bag, box, or bundle that contains Solid Waste. A Solid Waste Unit can hold no more than thirty-two gallons or four cubic feet of Solid Waste, and weigh no more than 65 pounds when filled. In addition, a Solid Waste Unit shall not exceed two feet by two feet by five feet (2’ x 2’ x 5’) in dimension.

**Temporary Worker Housing:** “Temporary Worker Housing” means buildings and structures or portions thereof intended for use by temporary workers and regulated pursuant to Chapter 246-359 WAC and RCW 70.114A.081 and RCW 43.70.337.

**Temporary Worker Housing Customer:** “Temporary Worker Housing Customer” means the owner or other party authorized to contract for Solid Waste service for the Temporary Worker Housing. Temporary Working Housing Customers shall be Commercial Customers for all intents and purposes under this Agreement.

**Unlocking:** “Unlocking” means a flat fee imposed by a solid waste collection company when the company's personnel must unlock padlocks or other locking devices to perform pickup services.

**WUTC:** “WUTC” means the Washington Utilities and Transportation Commission.

**Exhibit B**  
**City Service Area**

EXHIBIT C

UNION GAP RATE SCHEDULE

EFFECTIVE DATES

01/01/2026 through 12/31/2026

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### Item 5 – Application of Rates – Taxes

<b>Taxing Entity</b>	<b>Tax Description</b>	<b>Amount of Tax</b>	<b>Application (Commodities)</b>
City of Union Gap <sup>1, 2</sup>	Utility Occupation Tax	N/A	Applicable Customers – Revenue
State of Washington <sup>1, 2</sup>	WA Solid Waste Tax	3.6%	Applicable Customers – Revenue

Notes:

- 1) The Washington State Solid Waste Tax and the Utility Occupation tax will be applied as a line item to the rates as defined within this Exhibit C if the Contractor is selected to perform the billing services.
- 2) The Contractor is authorized to charge the tax rates herein for all services which are directly billed to the Customers by the Contractor.

### Item 40 – Material Requiring Special Equipment, Precautions, or Disposal

Transportation of solid waste requiring special equipment or precautions in handling or disposal will be subject to Time Rates named in [Item 160 – Time Rates](#), or to other specific rates contained in this Exhibit C.

Contractor will make every effort to be aware of the commodities that require special handling at the disposal sites. The Contractor shall maintain a list of those commodities and make it available for public inspection at the Contractor's office.

### Item 45 – Material Requiring Special Testing and/or Analysis

When the Contractor or disposal facility determines testing and/or analysis of solid waste is required to determine whether dangerous or prohibited substances are present, the actual cost for such testing and/or analysis will be paid by the Customer. At the Contractor's election, they may help provide the Customer with testing and/or analysis of the dangerous or prohibited substance. If the Contractor elects to help with the testing and analysis, these costs will be passed through to the Customer.

### Item 50 – Returned Check Charges

If a Customer pays with a check and the Customer's bank refuses to honor that check, the Customer will be assessed a returned check charge in the amount of \$35.00. The returned check charge will apply only if the Contractor is selected to perform billing services.

## Item 52 – Redelivery Fees

A redelivery fee will be assessed on all Customers whose service is discontinued for non-payment and who subsequently reinstate service.

Type of Container	Redelivery Fee
<b>Cart:</b> A redelivery fee will be assessed to Cart Customers whose service is suspended with Cart removed for non-payment	\$7.95
<b>Container:</b> A redelivery fee will be assessed to Container Customers whose service is suspended with the Container removed for non-payment	\$14.66
<b>Drop Box Container:</b> A redelivery fee will be assessed to Drop Box Container Customers whose service is suspended with the Drop Box Container removed for non-payment	\$46.33

## Item 53 – Customer Prepayments

Customer prepayments will apply only if the Contractor is selected to perform billing services.

A prepayment of \$35.00 will be assessed to all first time (new) Residential Customers. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the residential service. See [Item 100 – Residential Monthly Rates](#).

A prepayment equal to the first month's cost of service will be assessed to all first time (new) Commercial Customers. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the commercial service. See [Item 240 – Container Service – Non-Compacted – Company-Owned](#) and [Item 255 – Container Service – Compacted – Customer-Owned](#).

A prepayment of \$250.00 will be assessed to first time (new) Drop Box Customers. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the Drop Box service. See [Item 260 – Drop Box Service – Non-Compacted – Company-Owned](#) and [Item 270 – Drop Box Service – Compacted – Company-Owned](#).

A prepayment will be assessed for each temporary service at the time the Customer signs up for the temporary service. The prepayment will be applied to the Customer's account upon termination of the temporary service. See [Item 240 – Container Service – Non-Compacted – Company-Owned](#) and [Item 260 – Drop Box Service – Non-Compacted – Company-Owned](#).



### Item 70 – Return Trips

When the Contractor is required to make a return trip that does not require the special dispatch of a truck, to pick up material that was unavailable for collection for reasons under the control of the Customer, or if the Customer requests to have a Cart, Container, or Drop Box Container moved or relocated, the following additional charges, per pickup, will apply:

<b>Type of Container</b>	<b>Rate</b>
Residential/Commercial Cart (64-Gallon and 96-Gallon) <sup>1</sup>	\$8.29
Detachable Container <sup>1</sup>	\$14.66
Drop Box Container <sup>1</sup>	\$46.33

Note:

- 1) Return trips requiring special dispatch of a truck are considered special pickups. See [Item 160 - Time Rates](#), [Item 240 – Container Service – Non-Compacted – Company-Owned](#), [Item 255 – Container Service – Compacted – Customer-Owned](#), [Item 260 – Drop Box Service – Non-Compacted – Company-Owned](#), and [Item 270 – Drop Box Service – Compacted – Customer-Owned](#).

### Item 80 – Carryout Service

The following additional charges will apply when Customers request that Contractor personnel provide carryout service for Carts and/or Units not placed at the curb, the alley, or other point where the Contractor's vehicle can be driven to within five feet of the Carts and/or Units using improved access roads commonly available for public use. Driveways are not considered improved access roads commonly available for public use.

<b><i>Charge for Carryout Service <sup>1</sup></i></b>	<b><i>Rate Residential/Commercial Per Unit, Per Pick Up</i></b>
Carts/Units that must be carried out over 10 feet but not over 20 feet	\$4.13
For each additional 20 feet, or fraction of 20 feet, add	\$4.13

Note:

- 1) Carryout service is provided to disabled Residential Customers free of charge.

### Item 100 – Residential Monthly Rates

<b>Number of Units or Type of Residential Carts</b>	<b>Frequency of Service</b>	<b>Garbage Service Rate</b>
96-Gallon Residential Cart <sup>1</sup>	WG	\$17.87
Each Additional 96-Gallon Residential Cart <sup>1</sup>	WG	\$2.97
<i>Frequency of Service Codes: WG=Weekly Garbage; EOW = Every Other Week; N/A=Service is not currently available.</i>		

Note:

- 1) Contractor's collection of solid waste placed outside of the 96-Gallon Residential Cart shall be at no additional cost unless the materials could reasonably have been placed in the Residential Cart. Each unit of solid waste not provided in this manner for collection shall be subject to the solid waste unit rates set forth in [Item 150 – Units, Loose, and/or Bulky Material](#).

<b>Number of Units or Type of Residential Carts</b>	<b>Frequency of Service</b>	<b>Recycle Service Rate</b>	<b>Frequency of Service</b>	<b>Green Waste Service Rate</b>
(1) 64-Gallon Residential Cart <sup>1</sup>	N/A	N/A	N/A	N/A
(1) 96-Gallon Residential Cart <sup>1</sup>	N/A	N/A	N/A	N/A
Each Additional 64-Gallon Residential Cart <sup>1</sup>	N/A	N/A	N/A	N/A
Each Additional 96-Gallon Residential Cart <sup>1</sup>	N/A	N/A	N/A	N/A
<i>Frequency of Service Codes: WR=Weekly Recycle; 1xMO=One Time per Month; 2xMO=Two Times per Month; N/A=Service is not currently available.</i>				

### Charges and Rates

<b>Type of Charge</b>	<b>Rate</b>
Prepayment <sup>1</sup>	N/A
Redelivery Fee (Non-Pay only) <sup>2</sup>	\$7.95
Residential Cart Delivery	\$0.00
Special Pickup 96-Gallon <sup>3</sup>	Item <a href="#">160</a>

Type of Charge	Rate
Return Trip Charge <sup>4</sup>	\$8.29
Returned Check Charge <sup>5</sup>	N/A
Carryout Service <sup>6</sup> (up to 20 feet) per pickup per unit	\$4.13
Steam Clean Charge per Cart <sup>7</sup>	N/A
Replacement Cart Charge <sup>8</sup>	\$75.00
Appliances	Item <a href="#">150</a>
Passenger Tire Charge	Item <a href="#">150</a>
Truck Tire Charge	Item <a href="#">150</a>

Notes:

- 1) A prepayment charge will be assessed to a first time (new) Residential Customer. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the residential service. Prepayment only applies if the Contractor is selected to perform the billing services. See [Item 53 – Customer Prepayments](#).
- 2) A redelivery charge of \$7.95 will be assessed on all Residential Customers whose service is discontinued for non-payment and who subsequently reinstate services. See [Item 52 – Redelivery Fees](#).
- 3) A special pickup is subject to [Item 160 – Times Rates](#).
- 4) If the Customer requests the Contractor to make a return trip due to no fault of Contractor, Contractor shall be permitted to charge the Customer a return trip charge. See [Item 70 – Return Trips](#).
- 5) If a Customer pays with a check and the Customer's bank refuses to honor that check, the Customer will be assessed a returned check charge. Returned check charge only applies if the Contractor is selected to perform the billing services. See [Item 50 – Returned Check Charges](#).
- 6) Additional charges will apply when Customers request that Contractor provide carryout services. See [Item 80 – Carryout Service](#).
- 7) Upon customer request, the company will provide washing and sanitizing service. See [Item 210 – Washing and Sanitizing Carts, Containers, and Drop Boxes](#).
- 8) If a particular Customer repeatedly damages a Residential Cart or requests more than one replacement Residential Cart during the term of the Contract due solely to that Customer's negligence or intentional misuse, the Contractor may charge the Customer a replacement cart charge. If Customer does not return the Residential Cart upon termination, or service is shut off for non-payment and they refuse to surrender the Residential Cart, a replacement cart charge will be charged.

### Item 150 – Units, Loose, and/or Bulky Material

Description	Rate			Minimum Charge Per Pickup	
	Residential	Commercial	Rate Per	Residential	Commercial
Solid Waste Unit <sup>1</sup>	\$0.00	\$2.93	unit	\$0.00	\$2.93
Bulky Materials <sup>2</sup>	\$0.00	\$14.44	cubic yard	\$0.00	\$14.44
Appliances without freon, furniture Items <sup>3</sup>	\$0.00	\$31.24	unit	\$0.00	\$31.24
Freon Discharge Fee <sup>3</sup>	\$62.78	\$62.78	unit	\$62.78	\$62.78
Passenger Tires <sup>4</sup>	\$10.00	\$10.00	unit	\$10.00	\$10.00
Passenger Tires more than 20	N/A	\$262.00	ton	N/A	\$262.00
Semi Tires	N/A	\$30.00	unit	N/A	\$30.00

**Notes:**

A solid waste unit is defined in the Comprehensive Solid Waste Agreement, but generally means any individual receptacle, can, plastic bag, cart, box, carton, or other container that does not hold more than 32 gallons, or 4 cubic feet of solid waste, and which does not weigh more than 65 pounds when filled.

Bulky material means bags, boxes, bundles; or empty carriers, cartons, crates, or materials offered for disposal all of which may be readily handled without shoveling (not loose, uncontained materials). Individual items shall not exceed two feet by two feet by five feet (2' x 2' x 5') in dimension, and not weigh more than 65 pounds.

Residential Customers may dispose of refrigerators, freezers, or other appliances containing freon with a fee sufficient to cover the Contractor's cost of properly abating the freon components pursuant to applicable law, or such appliances without a fee if they do not contain freon and the Residential Customer submits to the Contractor proper certification of professional evacuation of such freon components.

If, in Contractor's commercially reasonable discretion, Contractor determines that a Residential Customer is disposing of passenger vehicle tires in excess of four ( 4) tires per year, Contractor may assess the affected Residential Customer a charge for tire disposal in accordance with rates provisioned in [Item 150 – Units, Loose, and/or Bulky Material](#).

## Item 160 – Time Rates

Type of Equipment ordered	Rate Per Hour		
	Truck and Driver	Each Extra Person	Minimum Charge
Single rear drive axle	\$94.60	\$61.70	\$47.30
Tandem rear drive axle	\$126.43	\$61.70	\$63.22

### Applying Time Rates

Time Rates named in this item apply in the following situations:

- Material must be taken to a special site for disposal.
- Contractor's equipment must wait at, or return to, a Customer's site to provide scheduled service due to no disability, fault, or negligence on the part of the Contractor. Actual waiting time or time taken in returning to the site will be charged for.
- Customer orders a single, special, or emergency pickup on non-service day, or when other items in this Exhibit C refer to [Item 160 – Time Rates](#).

### Recording and Charging Rates

Time must be recorded and charged to the nearest increment of 15 minutes. Time rates apply for the period from the time the Contractor's vehicle leaves the terminal, until it returns to the terminal, or when it leaves its pre-scheduled route and drives towards the Customer's site, excluding interruptions. An interruption is a situation causing stoppage of service that is in the control of the company and not in the control of the Customer. Examples include work breaks, breakdown of equipment, and similar occurrences.

### Additional Disposal Fees

Disposal site or facility use may apply additional fees as described in [Item 230 – Disposal Fees](#) in addition to time rates.

## Item 200 – Application of Container and/or Drop Box Rates – General

### Availability

Contractor must maintain a supply of all sizes of Containers and Drop Box Containers for which rates are listed in this Exhibit C. If a Customer requests a Container or Drop Box Container of a size listed in the Contractor's Exhibit C, and the Contractor is unable to provide the requested size within 7 days of the Customer request, the Customer must be notified in writing or by telephone.

If the Contractor cannot provide the requested size Container or Drop Box Container (and that size is listed in this Exhibit C), the Contractor must provide alternate-sized Containers or Drop Box Containers, sufficient to meet the capacity originally requested by the Customer.

### Disposal Fees for Alternate-Sized Drop Box Containers

If the Contractor provides alternate-sized Drop Box Containers, the Customer is responsible for all applicable disposal fees resulting from the use of the alternate Drop Box Containers.

### Rates for Partially Filled Containers and/or Drop Box Containers

Full pickup and rental rates apply regardless of the amount of waste material in the Container or Drop Box Container at pick up time.

### Rates for Compacted Materials

Rates for compacted material apply only when the material has been compacted before it is picked up by the Contractor.

### Rates for Loose Material

Loose material dumped into the Contractor's packer truck is subject to the rates for non-compacted material even though the material may be compacted later in the packer truck.

### Permanent and Temporary Service

The following rules apply:

- a) If a Customer requests a Container or Drop Box Container for less than 90 days, the Customer will be billed at temporary service rates.
- b) If a temporary service Customer notifies the Contractor that it has decided to retain the Container or Drop Box Container for more than 90 days, permanent service rates will be assessed from the 91st day until the end of the period the Customer retains the Container or Drop Box Container.
- c) If a Customer requests a Container or Drop Box Container for more than 90 days, the Customer will be billed under permanent rates. If that Customer cancels service before the end of the 90-day period, the Contractor may not rebill the Customer at temporary service rates. The intent of the Customer at the time service was requested applies.

## Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers

### Charges for Carts and Containers

The Contractor will assess roll-out charges where, due to circumstances outside of the control of the Contractor, the Contractor is required to move the Cart or Container more than ten (10) feet, but less than twenty (20) feet, to reach the truck.

The Contractor will assess an unlock container/gate charge where the driver is required to unlock a container or locking bar, open and/or unlock an enclosure, or open a gate to access a Cart or Container.

<b>Charge Type</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>	<b>Unit</b>
Roll-Out Cart	\$4.13	\$4.13	per Cart, per pickup
Roll-Out Container	\$6.64	\$6.64	per Container, per pickup
Unlock Container/Gate	\$4.13	\$4.13	per Container, per pickup

## [Item 207 – Excess Weight – Rejection of Load, Charges to Transport](#)

### ***Weight Limits***

The Contractor reserves the right to reject pick up of any Container, Stationary Packer, or Drop Box Container which, upon reasonable inspection:

- 1) Appears to be overloaded.
- 2) Would cause applicable vehicle load limitations to be exceeded.
- 3) Would cause the company to violate load limitations or result in unsafe vehicle operation.
- 4) Would negatively impact or otherwise damage road surface integrity.
- 5) Contains anything that appears not to be Municipal Solid Waste (MSW) or could do damage to the vehicle.

For the purposes of this Exhibit C, the following maximum weights apply:

<b>Type/Size of Container, Drop Box, or Cart</b>	<b>Maximum Weight Allowance per Receptacle (in pounds)</b>
Carts – 64-Gallon	120 pounds
Carts – 96-Gallon	180 pounds
Detachable Containers – 1.5 to 8 cu yds	1,200 pounds
Drop Boxes – All Sizes	20,000 pounds

### [Transporting Overfilled or Overweight Cart, Container, or Drop Box](#)

If the Cart, Container, or Drop Box Container exceeds the limits stated above, is filled beyond the marked fill line, or the top is unable to be closed, but the Contractor transports the materials, the following additional charges will apply.

<b>Type/Size of Container, Drop Box, or Cart</b>	<b>Charge</b>	<b>Unit</b>
Carts – All Sizes	\$2.93	per cart
Detachable Non-Compact Containers – 1.5 to 8 cu yds	\$14.44	per yard

Type/Size of Container, Drop Box, or Cart	Charge	Unit
Drop Box Containers – All Sizes <sup>1</sup>	\$25.00	per ton

Note:

- 1) If a Drop Box Container is hauled and the weight exceeds the limit identified in [Item 207 – Excess Weight – Rejection of Load, Charges to Transport](#), the Contractor will assess an overweight fee per haul in addition to disposal fees. See [Item 230 – Disposal Fees](#).

### [Item 210 – Washing and Sanitizing Carts, Containers, and Drop Boxes](#)

Upon Customer request, the Contractor will provide washing and sanitizing service at the following rates:

Size or Type of Container or Drop Box	Steam Clean Charge	Unit
Steam Cleaning – Carts <sup>1</sup>	\$7.95	per cart
Steam Cleaning – Detachable Container <sup>1</sup>	\$31.52	per container
Steam Cleaning – Drop Boxes & Compactors <sup>1</sup>	\$88.48	per drop box

Note:

- 1) The rate for washing and sanitizing Carts, Detachable Containers, Drop Box Containers, and Compactors includes the fee for delivering the newly cleaned Detachable Containers, Drop Box Containers, and Compactors back to the Customer's location.

### [Item 230 – Disposal Fees](#)

Charges herein apply when other items in this Exhibit C specifically refer to this [Item 230 – Disposal Fees](#).

Type of Material	Disposal Fee
Municipal Solid Waste <sup>1</sup>	\$44.40
Green Waste <sup>2</sup>	\$23.00
Commingled Recycle <sup>2</sup>	N/A

Notes:

- 1) Disposal fees for MSW apply to [Item 207 – Excess Weight – Rejection of Load, Charges to Transport](#), [Item 260 – Drop Box Service – Non-Compacted – Company-Owned](#), [Item 270 – Drop Box Service – Compacted – Customer-Owned](#), and possibly



[Item 150 – Units, Loose, and/or Bulky Material](#), if the material can reasonably be weighed.

- 2) Disposal fees for Green Waste and Commingled Recycle materials are only applicable if specifically authorized by the Agreement.

### [Item 240 – Container Service – Non-Compacted – Company-Owned](#)

#### Non-Compacted Company-Owned Commercial Cart

#### Permanent Service Rates for the City of Union Gap

<b>Permanent Service</b> <sup>1, 2, 3</sup>	<b>64-Gallon Cart</b>	<b>96-Gallon Cart</b>	<b>300-Gallon Container</b>
(1) Pickup - one time per week	\$15.13	\$19.94	N/A
(1) Pickup - two times per week	\$30.26	\$39.88	N/A
(2) Pickup - one time per week	\$29.17	\$35.90	N/A
(3) Pickup - one time per week	\$43.12	\$53.84	N/A
(4) Pickup - one time per week	\$57.14	\$71.77	N/A
(5) Pickup - one time per week	\$71.08	\$89.72	N/A
Special Pickups <sup>4</sup>	<a href="#">Item 160</a>	<a href="#">Item 160</a>	N/A
Redelivery Fee (Non-Pay only) <sup>6</sup>	<a href="#">Item 52</a>	<a href="#">Item 52</a>	N/A
Prepayment <sup>3</sup>	N/A	N/A	N/A

#### Temporary Service Rates

<b>Temporary Service</b>	<b>64-Gallon Cart</b>	<b>96-Gallon Cart</b>	<b>300-Gallon Container</b>
Delivery	N/A	\$7.95	\$14.66
Per Pick Up Rate	N/A	\$5.57	\$31.34
Rent Per Calendar Day	N/A	\$0.29	\$0.52
Prepayment <sup>8</sup>	N/A	N/A	N/A

#### Accessorial Charges

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pickup where the driver is required to unlock a container, locking bar, enclosure or open a gate to access a Cart or Container. See [Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers](#).

- b) Additional charges will apply when a Customer requests that Contractor provide roll-out services. See [Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers](#).

Notes:

- 1) Rates are stated per Commercial Cart, per month.
- 2) Permanent service is defined as no less than scheduled, every week pickup. Customer will be charged for service requested, even if fewer Containers are serviced on a particular trip. No credit will be given for partially filled Containers.
- 3) Permanent Service: A prepayment will be assessed to all first time (new) Commercial Customers. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the commercial service. Prepayment only applies if the Contractor is selected to perform the billing services.
- 4) A Special Pickup requires the special dispatch of a truck and is subject to [Item 160 – Time Rates](#).
- 5) If the Customer requests the Contractor to make a Return Trip due to no fault of Contractor, the Return Trip charge shall apply. See [Item 70 – Return Trips](#).
- 6) A redelivery charge will be assessed on all Commercial Customers whose service is discontinued for non-payment and who subsequently reinstate services. See [Item 52 – Redelivery Fees](#).
- 7) Additional charges will apply when a Customer requests that Contractor provide carry-out services. See [Item 80 – Carryout Service](#).
- 8) A prepayment will be assessed to all Customers requesting temporary service carts. Prepayment only applies if the Contractor is selected to perform the billing services.
- 9) Temporary service shall apply for all service requests that do not exceed ninety (90) consecutive days in any calendar year. If the Customer requires a Cart for a longer period, the Contractor may require the Customer to select the appropriate commercial service plan.
- 10) The prepayment will be applied to the Customer's account as a credit against amounts owed to the Contractor.

#### [Non-Compacted Company-Owned Commercial Container](#)

Non-compacted material rates are stated per Commercial Container per month within the city of Union Gap.

### Permanent Service Rates

<b>Permanent Service <sup>1,3</sup></b>	<b>Size or Type of Container</b>						
	<b>1.25 Yard</b>	<b>1.5 Yard</b>	<b>2 Yard</b>	<b>3 Yard</b>	<b>4 Yard</b>	<b>6 Yard</b>	<b>8 Yard</b>
Pickup - One Time per Week	\$62.01	\$65.62	\$75.07	\$103.35	\$117.55	\$150.81	\$177.38
Pickup - Two Times per Week	\$124.02	\$131.24	\$150.14	\$206.70	\$235.10	\$301.62	\$354.76
Pickup - Three Times per Week	\$186.03	\$196.86	\$225.21	\$310.05	\$352.65	\$452.43	\$532.14
Pickup – Four Times per Week	\$248.04	\$262.48	\$300.28	\$413.40	\$470.20	\$603.24	\$709.52
Pickup – Five Times per Week	\$310.05	\$328.10	\$375.35	\$516.75	\$587.75	\$754.05	\$886.90

### Special Pickup Rates

<b>Permanent Service</b>	<b>Size or Type of Container</b>						
	<b>1.25 Yard</b>	<b>1.5 Yard</b>	<b>2 Yard</b>	<b>3 Yard</b>	<b>4 Yard</b>	<b>6 Yard</b>	<b>8 Yard</b>
Special Pickups	\$31.34	\$33.38	\$40.29	\$43.24	\$56.09	\$68.81	\$79.50
Return Trip Charge	\$8.29	\$8.29	\$8.29	\$8.29	\$8.29	\$8.29	\$8.29
Redelivery Fee <sup>4</sup>	\$14.66	\$14.66	\$14.66	\$14.66	\$14.66	\$14.66	\$14.66

### Temporary Service Rates

<b>Temporary Service <sup>2</sup></b>	<b>Size or Type of Container</b>						
	<b>1.25 Yard</b>	<b>1.5 Yard</b>	<b>2 Yard</b>	<b>3 Yard</b>	<b>4 Yard</b>	<b>6 Yard</b>	<b>8 Yard</b>
Delivery	\$14.66	\$14.66	\$14.66	\$14.66	\$14.66	\$14.66	\$14.66
Pickup Rate	\$31.34	\$33.38	\$40.29	\$43.24	\$56.09	\$68.81	\$79.50
Rent Per Calendar Day	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Prepayment <sup>5</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A

### Accessorial Charges

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pick-up where the driver is required to unlock a container, locking bar, enclosure or open a gate to access a Cart or Container. See [Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers](#).
- b) A return trip charge will be assessed when the Contractor is required to make a return trip that does not require the special dispatch of a truck, to pick up a Cart, Container, or solid waste material or unit(s) that was unavailable for collection for reasons under the control of the Customer. See [Item 70 – Return Trips](#).

Notes:

- 1) Permanent service is defined as no less than scheduled, every week pickup. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.
- 2) Temporary Route pick-ups shall be defined as temporary service that requires the delivery of a container to said customer, with one or more collections required. The service frequency shall be a minimum of once per week. Such Temporary service shall become defined as Regular Route service beginning on the sixtieth (60) day of service.
- 3) A prepayment is equal to the first month's cost of service and will be assessed to all first time (new) Commercial Customers. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the Commercial Service. Prepayment only applies if the Contractor is selected to perform the billing services. See [Item 240 – Container Service – Non-Compacted – Company-Owned](#) and [Item 255 – Container Service – Compacted – Customer-Owned](#).
- 4) A redelivery fee will be assessed to Container Customers whose service is suspended with the Container removed for non-payment. See [Item 52 – Redelivery Fees](#).
- 5) A prepayment will be assessed to all Commercial Customers requesting temporary service Containers. The Prepayment will be applied to the Commercial Customer's account upon termination of the temporary service as a credit against amounts owed to the Contractor. Prepayment only applies if the Contractor is selected to perform the billing services.

### [Item 255 – Container Service – Compacted – Customer-Owned](#)

Compacted Material Rates are stated per Detachable Container, per month within the City of Union Gap.

#### Permanent Service Rates

Permanent Service <sup>1</sup>	Size or Type of Container				
	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
Per Pickup	\$46.70	\$67.40	\$90.40	\$131.84	\$168.24

Permanent Service <sup>1</sup>	Size or Type of Container				
	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
Special Pickups	\$46.70	\$67.40	\$90.40	\$131.84	\$168.24
Return Trip Charge	\$8.29	\$8.29	\$8.29	\$8.29	\$8.29

### Accessorial Charges

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pickup where the driver is required to unlock a container, locking bar, enclosure or open a gate to access a Cart or Container. See [Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers](#).
- b) A return trip charge will be assessed when the company driver is required to make a return trip that does not require the special dispatch of a truck, to pick up a Cart or material that was unavailable for collection for reasons under the control of the Customer. See [Item 70 – Return Trips](#).

Notes:

- 1) Permanent service is defined as no less than scheduled, every week pickup. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.
- 2) Service restart subject restart fees. See [Item 51 – Restart Fees](#).

### [Item 260 – Drop Box Service – Non-Compacted – Company-Owned](#)

Non-Compacted Material Rates are stated per Drop Box, per pick-up. <sup>1</sup>

#### Permanent Service Rates for City of Union Gap

Permanent Service <sup>2</sup>	Size or Type of Container				
	11 Yard	20 Yard	30 Yard	40 Yard	50 Yard
Delivery Charge	N/A	\$46.33	\$46.33	\$46.33	N/A
Haul Charge <sup>2</sup>	N/A	\$92.26	\$100.67	\$109.07	N/A
Trip Charge	N/A	\$46.33	\$46.33	\$46.33	N/A

Permanent Service <sup>2</sup>	Size or Type of Container				
	11 Yard	20 Yard	30 Yard	40 Yard	50 Yard
Redelivery <sup>4</sup>	N/A	\$46.33	\$46.33	\$46.33	N/A
Prepayment <sup>6</sup>	N/A	N/A	N/A	N/A	N/A
Mileage Charge <sup>5</sup>	\$0.00/mile				

### Temporary Service Rates

Temporary Service <sup>3</sup>	Size or Type of Container				
	11 Yard	20 Yard	30 Yard	40 Yard	50 Yard
Delivery Charge	N/A	\$46.33	\$46.33	\$46.33	N/A
Haul Charge <sup>3</sup>	N/A	\$92.26	\$100.67	\$109.07	N/A
Trip Charge	N/A	\$46.33	\$46.33	\$46.33	N/A
Daily Rental Charge	N/A	N/A	N/A	N/A	N/A
Prepayment <sup>6</sup>	N/A	N/A	N/A	N/A	N/A
Mileage Charge <sup>5</sup>	\$0.00/mile				

### Accessorial Charges

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pick up where the driver is required to unlock a container, locking bar, enclosure or open a gate in order to access a Cart or Container. See [Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers](#).
- b) A trip charge will be assessed when the company driver makes a trip to the Customer's location, but due to reasons under the control of the Customer, was not able to complete the haul. See [Item 70 – Return Trips](#).

Notes:

- 1) Rates in this item are subject to disposal fees named in [Item 150 – Units, Loose, and/or Bulky Material](#), [Item 207 – Excess Weight – Rejection of Load, Charges to Transport](#), and [Item 230 – Disposal Fees](#).
- 2) Customers that are on Permanent Service, or customers retaining Drop Box service for a period of over sixty (60) days, shall be defined as Permanent Service customers. Permanent Service customers shall be subject to a minimum haul frequency of once per week.

- 3) Customers requesting Temporary Drop Box service shall be defined as Temporary Service. Temporary Service customers shall be defined as those requesting service for a period of sixty (60) days or less. Temporary Drop Box customers shall be subject to a minimum of two (2) hauls per month, or, alternatively, the customer shall pay at two times the applicable haul rate set forth above.
- 4) A redelivery fee will be assessed to Drop Box Container Customers whose service is suspended with the Drop Box Container removed for non-payment. See [Item 52 – Redelivery Fees](#).
- 5) Rates named in this item apply for all hauls within the city limits of Union Gap, to the disposal site. There is a mileage charge at \$0.00 per mile. Mileage charge is in addition to all regular charges.
- 6) A prepayment will be assessed on permanent and temporary service accounts as noted above. The prepayment will be applied to the Customer's account in the event of non-payment or be returned to the Customer upon termination of service. For permanent Drop Boxes, the prepayment will be applied to Customer account upon termination or after one year. Prepayments only applies if the Contractor is selected to perform the billing services.

### [Item 270 – Drop Box Service – Compacted – Customer-Owned](#)

Compacted material rates are stated per Drop Box, per pickup for the City of Union Gap service area.

#### [Permanent Service Rates](#)

Permanent Service <sup>2</sup>	Size or Type of Container		
	10 - 15 Yard	20 - 25 Yard	30 - 40 Yard
Delivery Charge	<a href="#">Item 160</a>	<a href="#">Item 160</a>	<a href="#">Item 160</a>
Haul Charge <sup>2</sup>	\$125.85	\$125.85	\$142.59
Trip Charge	\$46.33	\$46.33	\$46.33

Permanent Service <sup>2</sup>	Size or Type of Container		
	10 - 15 Yard	20 - 25 Yard	30 - 40 Yard
Prepayment <sup>3</sup>	N/A	N/A	N/A
Mileage Charge	\$0.00/mile		

### Accessorial Charges

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pick up where the driver is required to unlock a container, locking bar, enclosure or open a gate to access a Cart or Container. See [Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers](#).
- b) A Compactor disconnect/reconnect charge of \$3.05 per haul will be assessed when Drop Boxes with compactors require connecting or disconnecting.
- c) A trip charge will be assessed when the company driver makes a trip to the Customer's location, but due to reasons under the control of the Customer, was not able to complete the haul. See [Item 70 – Return Trips](#).
- d) A turn around charge of \$50.33 per haul will be assessed when company driver must turn the Drop Box around to empty and/or re-connect the Drop Box.
- e) Rates named in this item apply for all hauls within the city limits of Union Gap, to the disposal site. Any miles driven outside the city limits of Union Gap will be charged \$0 per mile. Mileage charge is in addition to all regular charges.

Notes:

- 1) Rates in this item are subject to disposal fees named in [Item 230 – Disposal Fees](#).
- 2) Customers that are on Permanent Service, or customers retaining Drop Box service for a period of over sixty (60) days, shall be defined as Permanent Service customers. Permanent Service customers shall be subject to a minimum haul frequency of once per week.
- 3) A prepayment will be assessed on all (new) Drop Box Compactor service accounts as noted above. The prepayment will be applied to the Customer's account in the event of non-payment or be returned to the Customer after one year. Prepayment only applies if the Contractor is selected to perform the billing services.

### [Item 300 – List of Abbreviations and Symbols Used in this Exhibit C](#)

(C) Denotes changes in wording

(N) Denotes new rates, services, or rules

(N/A) Denotes not available



\*\*\*denotes that material previously shown has been deleted

Yd. Or yd. Are abbreviations for yard

Cu. Or cu. Are abbreviations for cubic

## **Exhibit D**

### **Adjustments to the Rate Schedule**

Contractor's Base Service Rates for each level of Solid Waste Collection Service, excluding fuel expenses, shall increase once every year in an amount not to exceed ninety percent (90%) of the annual percentage increase in the Consumer Price Index – All Urban Consumers; West Region, Size B/C, standard reference base period 1996 = 100, hereinafter referred to as the "Adjustment Index," as determined in this section. Adjustments to Contractor's Base Service Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments

## Exhibit E

### WACOD Adjustment Formula

The following definitions apply to the calculation of the WACOD Adjustment:

If the following is true:

$$\text{Change in Volume} = (\text{TONS}_{\text{CP}} - \text{TONS}_{\text{BP}}) / \text{TONS}_{\text{BP}} \geq 5\%$$

Then, the following calculation shall be made by the Contractor:

$$\text{WACOD Adjustment} = \text{WACOD Expense} \times \text{WACOD Change}$$

The following definitions shall apply to the above formulas:

- **WACOD Expense** = the proportion of approved rates attributable to gross Solid Waste disposal expense, hereby fixed at 28.60%.
- **WACOD Change** =  $(\text{WACOD}_{\text{CP}} - \text{WACOD}_{\text{BP}}) / \text{WACOD}_{\text{BP}}$
- **WACOD<sub>BP</sub>** =  $\text{MSW}_{\text{BP}} \times \text{TONS}_{\text{MSW-BP}} + \text{GRN}_{\text{BP}} \times \text{TONS}_{\text{GRN-BP}}$
- **WACOD<sub>CP</sub>** =  $\text{MSW}_{\text{CP}} \times \text{TONS}_{\text{MSW-CP}} + \text{RCY}_{\text{CP}} \times \text{TONS}_{\text{RCY-CP}} + \text{GRN}_{\text{CP}} \times \text{TONS}_{\text{GRN-CP}}$
- **TONS<sub>BP</sub>** =  $\text{TONS}_{\text{MSW-BP}} + \text{TONS}_{\text{GRN-BP}}$
- **TONS<sub>CP</sub>** =  $\text{TONS}_{\text{MSW-CP}} + \text{TONS}_{\text{GRN-CP}}$
- **MSW<sub>BP</sub>** = Contractor's disposal rate for Solid Waste during the Base Period
- **TONS<sub>MSW-BP</sub>** = Volume of Solid Waste collected during the Base Period
- **RCY<sub>BP</sub>** = Contractor's Recycle Container number of hauls during Base Period
- **RCY<sub>CP</sub>** = Contractor's Recycle Container number of hauls during Comparison Period
- **TONS<sub>RCY-BP</sub>** = Contractor's volume of Recyclable Materials during the Base Period
- **TONS<sub>RCY-CP</sub>** = Contractor's volume of Recyclable Materials during the Comparison Period
- **GRN<sub>BP</sub>** = Contractor's processing rate for Green Waste during the Base Period
- **TONS<sub>GRN-BP</sub>** = Volume of Green Waste processed during the Base Period
- **MSW<sub>CP</sub>** = Contractor's disposal rate for Solid Waste during the Comparison Period
- **TONS<sub>MSW-CP</sub>** = Volume of Solid Waste collected during the Comparison Period
- **GRN<sub>CP</sub>** = Contractor's processing rate for Green Waste during the Comparison Period
- **TONS<sub>GRN-CP</sub>** = Volume of Green Waste processed during the Comparison Period

If the City has not added separate collection services for Yard Waste during the Base Period, then the values for those respective variables representing the volume of such materials will be set to zero, and shall remain zero for the term of this Contract, i.e.:

$$\text{TONS}_{\text{GRN-BP}} = 0$$

Until such time as the City adds separate collection service for Green Waste, the values for those respective variables representing the volume of such materials will be set to zero, i.e.:

$$\text{TONS}_{\text{GRN-CP}} = 0$$

In either case, the volume of Green Waste shall be included in the measured volume of Solid Waste until such time as the City implements such separate collections services.

## Exhibit F

### Fuel Surcharge City of Union Gap

#### 1 Base Fuel Expense

Base Fuel Expense = 7.25% *Fixed*

#### 2 Percentage Increase in Cost of Fuel

<u>Current Fuel Price</u>	\$ 4.27	<i>Variable</i>
Minus <u>Base Fuel Price</u>	- \$ 4.27	<i>Fixed</i>
Equals Fuel Price Difference	= \$ -	<i>Variable</i>
Divided By <u>Base Fuel Price</u> (Line 6)	÷ \$ 4.27	<i>Fixed</i>
Equals Fuel Percent Change	= <u>0.00%</u>	<i>Variable</i>

#### Fuel Surcharge

#### 3 Calculation

<u>Base Fuel Expense</u> (Line 1)	<u>7.25%</u>
Multiplied By Percent Change in Fuel Price	x <u>-</u>

Fuel Surcharge 0.00%

The Fuel Surcharge shall be implemented and charged by Contractor in the instance that the resulting calculation equals 0.5% or more as described below. The following definitions apply to the use and application of the Fuel Surcharge:

- Base Fuel Expense: the proportion of approved rates attributable to gross fuel expense, hereby fixed at 7.25%
- Base Fuel Price: the average cost of diesel fuel used at the time of the rate authorization, hereby fixed at \$ 4.27
- Current Fuel Price: the per gallon price for retail sales of “West Coast Number 2 Diesel Ultra-Low Sulfur” (0-15 PPM) for the most recent full month reported in the “Monthly Diesel Prices – Ultra-Low” index published by the Energy Information Administration of the US Government or the DGE index.
- Fuel Surcharge: the product of multiplying the base fuel expense by the percentage change between the base fuel price and current fuel price [e.g. The Fuel Surcharge shall be

calculated by subtracting the Base Fuel Price from the Current Fuel Price and converting the difference to a percentage of the Base Fuel Price; that percentage shall then be multiplied by the Base Fuel Expense and the resulting product shall constitute the Fuel Surcharge.

## **Exhibit G**

### **Curbside Recycling Provisions Materials List**

#### **Metal**

Aluminum and Tin Cans

#### **Paper**

Mixed, newsprint, magazines, copy paper, paperboard

#### **Cardboard**

Broken down and flattened

## **Exhibit H**

### **Green Waste Recycling Provisions**

In the event City requests that Contractor collect, transport, and process Green Waste from all Customers residing in Residences located within the City Service Area, within ninety (90) days of receipt of such notice, Contractor shall provide the City with a written proposal of the service rates, planned service routes and schedules for Customers residing in Residences and, if also requested by the City, all other Customers, proposed Green Waste Carts and Containers, materials that will qualify as Green Waste, estimated interval to secure necessary equipment and facilities, and any other pertinent terms and conditions of such service. If Contractor's proposal is acceptable to the City, the City shall give written notice (Exercise Date) to Contractor to commence providing such service within the City Service Area on the date set forth in the City's notice that is consistent with Contractor's proposal. Upon receipt of the City's notice, the parties shall cooperate in good faith to develop and distribute materials and information to Customers within the City Service Area concerning the addition of the recycling and/or green service.



**Exhibit I**

**Electronic Waste Collection Provisions**  
**(E-Waste)**

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**Exhibit J**  
**Household Hazardous Waste Program**

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## EXHIBIT K

### Residential Recycling Commodity Credit/Debit Calculation

The Recycling Commodity Credit/Debit Calculation is intended to ensure that Single Family and Multi-Family Residential Recycling Collection Program customers receive the benefit of the sale of Recyclable Materials through a service rate credit, and alternatively, to ensure that when the cost of sorting and/or disposal of Recyclable Materials collected by Contractor exceeds the value of commodities sold, Contractor may recoup such expenses through a service rate debit.

The Recycling Commodity Credit/Debit Calculation shall be performed annually for each class of residential customers, applying a deferred accounting approach that applies recycling revenue from a prior 12-month period (the period commencing on August 1 and ending July 31 of the following year) to project the rate year along with a true-up of the projection for the prior period.

#### Example Calculation and Formula Applied:

	<b>Single Family Residential Customers</b>	<b>A</b> Base Year True-Up (Over)/Under Collection of Prior Year's Projection	<b>B</b> Rate Year Projected	<b>C</b> Net Adjustment	Formula
<b>1</b>	Commodity Sale Revenue	\$_____	\$_____	\$_____	$C1 = B1 - A1$
<b>2</b>	Processing Costs	\$_____	\$_____	\$_____	$C2 = B2 - A2$
<b>3</b>	Net Revenue	\$_____	\$_____	\$_____	$C3 = C2 - C1$
<b>4</b>	Average No. of Customers	_____	_____	_____	
<b>5</b>	Annual Adj.	\$_____	\$_____	\$_____	$A5 = A3 \div A4$ $B5 = B3 \div B4$ $C5 = C3 \div C4$
<b>6</b>	Monthly Adj.	\$_____	\$_____	\$_____	$A6 = A5 \div 12$ $B6 = B5 \div 12$ $C6 = C5 \div 12$

The following definitions shall apply to the above formulas:

**Base Year** = the period of time commencing on July 1 of the year two years prior to the Rate Year and ending on June 30 of the year prior to the Rate Year.

**Rate Year** = the calendar year in which new rates will take effect.

**Base Year True-Up of Commodity Sale Revenue** = total projected commodity gross revenue in base year minus total actual commodity revenue in base year.

**Rate Year Projected Commodity Sale Revenue** = total commodity gross revenue in base year.

**Base Year True-Up Processing Costs** = Total projected processing costs to Contractor in base year minus total actual commodity costs in base year.

**Rate Year Projected Processing Costs** = Total actual processing costs to Contractor in base year.

**Base Year Customers** = Average monthly customers during the Base Year.

**Rate Year Projected Customers** = Average monthly customers during the Rate Year.

## **Exhibit L**

### **Holiday Schedule**

- a. New Year's Day, January 1st
- b. Memorial Day
- c. Fourth of July
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day



## City Council Communication

**Meeting Date:** September 8, 2025  
**From:** Jason Cavanaugh, Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Boundary Line Adjustment between the City of Union Gap & Yakima County

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**SYNOPSIS:** Borton & Sons, Inc. owns property that is located within the City of Union Gap and Yakima County; it is their desire to alter the existing parcel boundaries between parcels.

Parcel No.'s. 181203-41007 and 181203-41010 are within the incorporated city limits of Union Gap and Parcel No. 181203-42021 is located within the unincorporated urban growth area of Union Gap.

It has been determined that the proposed action will not have a detriment to the City of Union Gap.

**RECOMMENDATION:** Adopt a resolution conveying to Yakima County that the City has no objection to Yakima County processing the proposed boundary line adjustment between Parcel Nos. 181203-41007, 181203-41010, and 181203-42021 on behalf of the City.

**LEGAL REVIEW:** The City Attorney has reviewed this ordinance.

**FINANCIAL REVIEW:**

**BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:**

1. Resolution
2. Jason Earles; Y.C. Public Services Planning Manager's Email

***CITY OF UNION GAP, WASHINGTON***  
***RESOLUTION NO. \_\_\_\_\_***

**A RESOLUTION** of the City of Union Gap, Washington, notifying Yakima County of its having no objection to Yakima County processing a Cross-Jurisdictional Boundary Line Adjustment between the City of Union Gap and Yakima County.

**WHEREAS**, Borton & Sons, Inc. owns property that is located within the City of Union Gap and Yakima County, and

**WHEREAS**, they desire to alter the existing parcel boundaries between Parcel No. 181203-41007, Parcel No. 181203-41010, and 181203-42021, and

**WHEREAS**, Parcel Nos. 181203-41007 and 181203-41010 are within the incorporated city limits of Union Gap and Parcel No. 181203-42021 is located within the unincorporated urban growth area of Union Gap, and

**WHEREAS**, Yakima County has agreed to process the proposed Boundary Line Adjustment, and

**WHEREAS**, it has been determined that the proposed action will not have a detriment to the City of Union Gap.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNION GAP, AS FOLLOWS:**

The City Council of the City of Union Gap has no objection to Yakima County processing the proposed boundary line adjustment between Parcel Nos. 181203-41007, 181203-41010, and 181203-42021 on behalf of the City.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on September 8, 2025.

\_\_\_\_\_  
John Hodkinson, Mayor

Attest:

Approved As To Form:

\_\_\_\_\_  
Lynette Bisconer, City Clerk

\_\_\_\_\_  
Jessica Foltz, City Attorney

## Hordan Planning Services

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**From:** Jason Earles <jason.earles@co.yakima.wa.us>  
**Sent:** Monday, July 14, 2025 3:44 PM  
**To:** Hordan Planning Services; Julia Loudon  
**Subject:** RE: Jurisdictional Issue & Proposal

Hi Bill,

I spoke with Tommy and he said that he is fine with the County processing the BLA provided the application includes a letter from the City of Union Gap stating that they are fine with the County processing the BLA.

If you have any other questions please let me know.

Thanks,

### Jason Earles

Current Planning Manager  
Yakima County Public Services  
128 N. 2<sup>nd</sup> Street  
Yakima, WA 98901  
Ph: 509.574.2300

If you are wanting to submit any documentation related to an existing application, check the status of an existing application, or are wanting to submit a new application for review please visit the Public Services online permitting portal at <https://aca-prod.accela.com/YAKIMACO>. **Please note, not all Planning applications can be applied for on-line.** If the application type you are wishing to apply for does not appear as an option then you can either e-mail your application materials to [Planning\\_Info@co.yakima.wa.us](mailto:Planning_Info@co.yakima.wa.us) or you can come into the Public Services Department office and meet with a staff member. Public Services Department office hours are Monday – Friday from 8:00 am – 4:00 pm and we are located on the 4<sup>th</sup> floor of the Yakima County Courthouse at 128 N. 2<sup>nd</sup> Street, Yakima, WA 98901.

**This email and replies to it are subject to public disclosure under Washington state statute (RCW 42.56 - Public Records Act).**

**CONFIDENTIALITY NOTICE:** This electronic mail transmission may contain legally privileged, confidential information belonging to the sender. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any action based on the contents of this electronic mail is strictly prohibited. If you have received this electronic mail in error, please contact sender and delete all copies.



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**From:** Hordan Planning Services <hordanplanningservices@outlook.com>  
**Sent:** Friday, July 11, 2025 11:50 AM  
**To:** Hordan Planning Services <hordanplanningservices@outlook.com>; Jason Earles <jason.earles@co.yakima.wa.us>; Julia Loudon <julia.loudon@co.yakima.wa.us>  
**Subject:** RE: Jurisdictional Issue & Proposal



Jason/Julia – This email request was originally sent on May 7, 2025 with a follow-up request on June 16, 2025. So, the original request was sent **SIXTY-SIX** days ago and I have not received a response. Could you please take a look at this request and give me an answer and some guidance? If you have any questions, please feel free to contact me. Thanks, Bill h. 249-1919

---

**From:** Hordan Planning Services <[hordanplanningservices@outlook.com](mailto:hordanplanningservices@outlook.com)>  
**Sent:** Monday, June 16, 2025 12:05 PM  
**To:** 'Hordan Planning Services' <[hordanplanningservices@outlook.com](mailto:hordanplanningservices@outlook.com)>; Jason Earles <[Jason.Earles@co.yakima.wa.us](mailto:Jason.Earles@co.yakima.wa.us)>; Julia Loudon <[julia.loudon@co.yakima.wa.us](mailto:julia.loudon@co.yakima.wa.us)>  
**Subject:** RE: Jurisdictional Issue & Proposal

Jason/Julia – I have not heard back from either of you on the below question. If you have any questions, please feel free to contact me. Thanks, Bill h. 249-1919

---

**From:** Hordan Planning Services <[hordanplanningservices@outlook.com](mailto:hordanplanningservices@outlook.com)>  
**Sent:** Wednesday, May 7, 2025 4:11 PM  
**To:** Jason Earles <[Jason.Earles@co.yakima.wa.us](mailto:Jason.Earles@co.yakima.wa.us)>; Julia Loudon <[julia.loudon@co.yakima.wa.us](mailto:julia.loudon@co.yakima.wa.us)>  
**Subject:** Jurisdictional Issue & Proposal

Jason/Julia – I am working with Borton & Sons on a project in, and adjacent to, the Union Gap City Limits and UGA. The project is to separate the residence located on 181203-42021 from its pasture that lies south of the residence. Borton would like to surplus the house and use the pasture in conjunction with 181203-41010 for a larger agricultural endeavor. The request is to complete this project through the BLA process. The BLA process was chosen because it is very difficult to subdivide 181203-42021 based on existing improvements. A review of the site indicates that the current road approach is located at the northeast corner of the property and connects with the driveway that serves the residence. The driveway follows the east property line, to the south, where it gets pinched between the house and east property line before it continues to the south portion of the property. Establishing an easement that meets fire code does not appear likely, as well as any proposed easement being too close to the existing residence. Access to the west of the house is unattainable due to the location of the on-site septic system that runs west from the west side of the house, towards the west property line. So, driving over the septic system is not a very viable choice either. Based on this, we are requesting an unusual request for a BLA. The request is below:

Parcel 181203-42021 is subject to county jurisdiction but lies within the Union Gap UGA. Parcel 181203-41010 is subject to Union Gap jurisdiction and lies within the Union Gap City Limits. Parcel 181203-41010 surrounds 181203-41007 on 3 sides, is vacant, and is also subject to Union Gap jurisdiction and lies within the Union Gap City Limits. All parcels are zoned SR.

The proposal would be to do a simultaneous merger between the 3 lots and basically end-up with Parcel 181203-41007 placed around the residence located on 181203-42021. In short, a parcel from inside the Union Gap City Limits would be removed and placed around the residence within the county, subject to County BLA Conditions of Approval.

My thought is this: If this proposal is acceptable to the County, I would approach Union Gap and request a letter from them indicating that they support this project. I would include that letter with a BLA application to the County for processing.

I have attached the "Before and After" maps of the proposal for your review. Please let me now if you have any questions or comments. Thanks, Bill h. 249-1919





Map Center: Range:18 Township:12 Section:3

City Limits  
Sections

**WWW.YAKIMAP.COM**  
Yakima County GIS  
128 N 2nd Street  
Yakima, WA 98901  
(509)574-2992



One Inch = 400 Feet

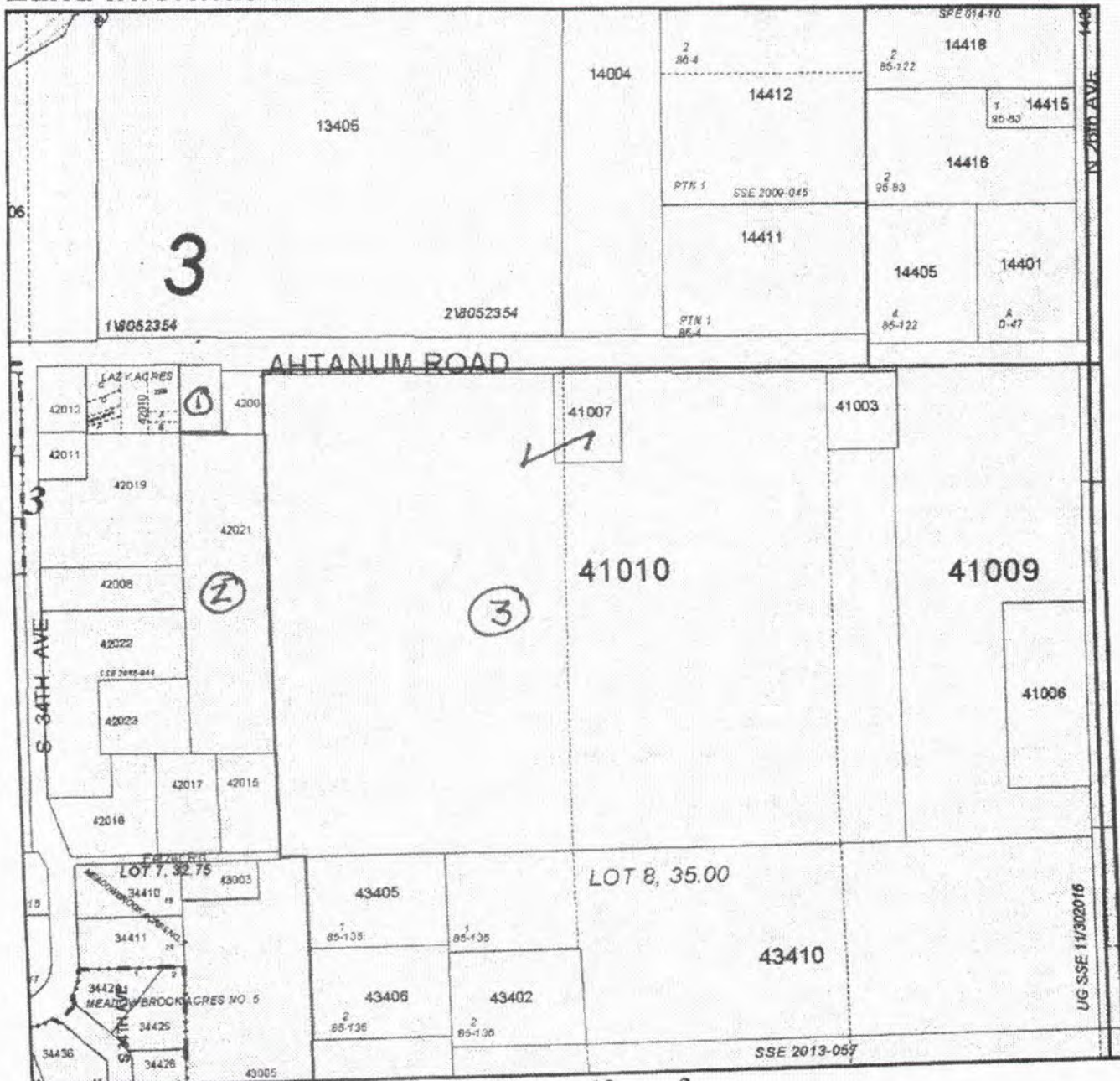
Feet 200 400 600

MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION

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Printed On: 5/7/2023 12:48:12 PM

*BEFORE*



Map Center: Range:18 Township:12 Section:3

City Limits  
Sections

**WWW.YAKIMAP.COM**  
Yakima County GIS  
128 N 2nd Street  
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One Inch = 400 Feet

Feet 200 400 600

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**AFTER**





## City Council Communication

**Meeting Date:** September 8, 2025  
**From:** Jason Cavanaugh, Director of Public Works & Community Development  
**Topic/Issue:** Resolution – WSDOT Maintenance Agreement #JE6043

---

**SYNOPSIS:** The Washington State Department of Transportation has agreed to provide labor, equipment and materials to stripe selected City roadways. Included are the center line, skip line, and edge line; the City will provide traffic control as required.

The City has determined this to be in the public's best interest for WSDOT to complete the work as requested.

**RECOMMENDATION:** Adopt a Resolution authorizing the City Manager to sign Maintenance Agreement Number JE6043 with Washington State Department of Transportation (WSDOT) for roadway striping.

**LEGAL REVIEW:** City Attorney has reviewed this resolution.

**FINANCIAL REVIEW:**

**BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1) Resolution  
2) WSDOT Maintenance Agreement #JE6043

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** authorizing the City Manager to sign Maintenance Agreement Number JE6043 with Washington State Department of Transportation (WSDOT) for roadway striping.

**WHEREAS**, certain roadways throughout the City are in need of roadway striping; specifically included are center lines, skip lines, and edge lines; and

**WHEREAS**, the Washington State Department of Transportation has agreed to provide labor, equipment and materials to stripe selected City roadways and the City will provide traffic control as required; and

**WHEREAS**, the estimated cost to perform the striping is \$33,777.66; and

**WHEREAS**, it is deemed to be in the public's best interest for WSDOT to complete the work as requested;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:**

Authorizing the City Manager to sign Maintenance Agreement Number JE6043 with Washington State Department of Transportation (WSDOT) for roadway striping.

**PASSED** this 8<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynette Bisconer, City Clerk

\_\_\_\_\_  
Jessica Foltz, City Attorney



<b>Maintenance Agreement</b> Work by WSDOT for Other State, Federal, and Local Governmental Agencies		Agency and Billing Address  City of Union Gap PO Box 3008 Union Gap, WA 98903	
Agreement Number JE6043		Agency Contact Name/Phone #/Email	
WSDOT Agreement Manager Scott Montgomery		Chris Fix      Christopher.fix@uniongapwa.gov      509-731-6748	
Statewide Vendor # or Federal Tax ID # SWV0013208 00		Estimated Costs \$33,777.66	
Description of Work (herein after referenced as Work)  Provide labor, equipment and materials to stripe selected City of Union Gap roadways including centerline, skip line, and edge line, as requested. The City will provide traffic control. (One-time application)			

This Agreement is between the Washington State Department of Transportation (WSDOT) and the above-named governmental agency (Agency), hereinafter referred to individually as the "Party" and collectively as the "Parties."

#### Recitals

1. The Agency has requested and WSDOT has agreed to perform certain maintenance work on Agency-owned facilities, hereinafter the "Work".
2. It is deemed to be in the public's best interest for WSDOT to complete the Work as requested.

Now Therefore, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above which are incorporated and made a part hereof, it is mutually agreed as follows:

#### 1. Purpose

- 1.1 WSDOT agrees to perform the above-described Work, using state labor, equipment, and materials, as requested by the Agency.
- 1.2 The Agency agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work. Administrative charges at current rate are considered part of indirect costs.

#### 2. Period of Performance

- 2.1 Subject to its other provisions, the period of performance of this Agreement shall commence on 8/25/25 and be completed on 12/31/25 unless terminated sooner as provided in this Agreement or extended through a properly executed amendment.

#### 3. Payment

- 3.1 The estimated cost of the Work is stated above. The Agency, in consideration of the faithful performance of the Work performed by WSDOT agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work. The agency represents and warrants that it has sufficient funds available to meet its financial obligations under this Agreement.
- 3.2 The Agency agrees to reimburse WSDOT within thirty (30) calendar days from receipt of an invoice (the Due Date). In the event the Agency fails to make payment by the Due Date, the Agency will pay WSDOT interest on outstanding balances at the rate of



twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.

3.3 The Agency shall remit all payments to the following address:

WSDOT  
2809 Rudkin Rd  
Union Gap, WA 98903

- 3.4 If the Agency objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the Agency shall make every effort to settle the disputed portion, and if necessary, utilize dispute resolution provided for herein. No interest shall be due on any portion of an invoice the Agency is determined not to owe following settlement between the Parties or completion of dispute resolution process.

**4. Increase in Cost**

- 4.1 In the event of unforeseen increased costs, the Parties agree that the estimated cost of the Work may be exceeded by a contingency of up to 25 %. In the event such increased costs exceed the contingency, the Parties may modify the estimated cost of Work by written amendment signed by both Parties. WSDOT shall notify the Agency of increased costs as they become known.

**5. Right of Entry**

- 5.1 The Agency grants to WSDOT a right of entry upon all land in which the Agency has interest for the purpose of accomplishing the Work described above.

**6. Utility Mitigation**

- 6.1 The Parties agree that should there be any utilities in conflict with the Work, which are also located within the Agency's jurisdiction, they shall be identified in a timely manner that does not delay the Work. The Parties agree to work together in good faith to identify all utilities in conflict with the Work. The Agency shall develop a utility listing of all facilities in conflict with the Work and include the mode of occupation or accommodation for each utility, including but not limited to a franchise, permit, lease, easement, etc. The Parties agree to work together to conduct a thorough utility conflict analysis. Further, the Agency agrees that they shall adequately mitigate all utilities so as to not be in conflict with the Work, including temporary or permanent relocation. This includes mitigating all utilities who occupy the underlying right-of-way via franchise, permit, ordinance, lease, easement, or any other mode of occupation, in a timely manner that does not delay the Work.

State law prohibits WSDOT from expending any funds to mitigate a utility conflict unless the utility's facilities occupy the underlying right-of-way via a compensable, real property interest, such as an easement. WSDOT does not recognize Agency issued franchises, permits, ordinances, or other similar accommodation agreements issued by Agency as instruments that convey a compensable, real property interest to a utility. WSDOT, at its sole discretion, reserves the right to alter, de-scope or terminate any of the Work within the Agency's jurisdiction at any time if the terms of this section are not satisfied.

**7. General Provisions**

- 7.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 7.2 Assurances: The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or as amended.
- 7.3 Interpretation: This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

7.4 Termination:

This Agreement may be terminated, without penalty or further liability in the event of the following:

7.4.1 Termination for Convenience

This Agreement may be terminated for convenience by either Party at any time. The notice of intent to terminate for convenience shall be issued by a Party in writing no less than thirty (30) working days in advance of termination. The Party terminating



for convenience shall not be liable to the other Party for any direct, indirect, or consequential damages arising solely from termination of this Agreement.

#### 7.4.2 Termination for Cause

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.

#### 7.4.3 Termination for Withdrawal of Authority

This Agreement may be terminated by WSDOT in the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. The notice of intent to terminate for withdrawal of authority shall be issued by WSDOT in writing no less than seven (7) calendar days in advance of termination. No penalty shall accrue to WSDOT in the event termination under this section is exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third-party.

#### 7.4.4 Termination for Non-Allocation of Funds

This Agreement may be terminated by either Party if insufficient funds are allocated or appropriated to the Party to continue its performance of this Agreement in any future period. The notice of intent to terminate for non-allocation of funds shall be issued in writing no less than seven (7) calendar days in advance of termination.

7.4.5 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the Agency agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred up to the date of termination, as well as the costs of non-cancelable obligations.

7.4.6 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7.5 Waiver: A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving party and attached to the original Agreement.

7.6 Independent capacity: The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

7.7 Indemnification: To the extent allowable in law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, 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 property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials, or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials, or employees.

The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

This indemnification and waiver will survive the termination of this Agreement.

7.8 Severability: If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

7.9 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the Agency shall each appoint a member to a Dispute Board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. The Parties shall equally share in the cost of the third Dispute Board member; however, each Party shall be responsible for its own costs and fees.

An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.



- 7.10 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Thurston , Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.
- 7.11 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained for a period of six (6) years. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government. In the event of litigation or claim arising from the performance of this Agreement, the Parties agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.
- 7.12 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.
- 7.13 All Writings Contained Herein: This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.
- 8. Counterparts And Electronic Signature**
- 8.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other Party is relying on its electronic or "PDF" signature..

In Witness Whereof, the Parties hereto have executed this Agreement as of the date signed last below.

Agency	Washington State Department of Transportation
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

# CONSENT AGENDA

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
**Union Gap, Washington**  
**August 25, 2025, Regular Meeting**  
**MINUTES**

<u>Call to Order</u>	Mayor Hodkinson called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Dailey, Galloway, Wentz, Fredrickson, Schilling, and Sewell were present.
<u>Staff Present</u>	City Manager Cobb, City Attorney Rio, Interim Police Chief Santucci, Public Works & Community Development Director Cavanaugh, Finance & Administration Director Bisconer, and Civil Engineer Dominguez were present.
<u>Audience Present</u>	See attached list.
<u>Pledge of Allegiance</u>	Council Member Fredrickson led the Pledge of Allegiance.
<u>Consent Agenda</u>	<p>Motion by Council Member Wentz, second by Council Member Galloway, to approve the consent agenda as follows:</p> <p>Regular Council Meeting Minutes, dated August 11, 2025, as attached to the agenda and maintained in electronic format</p> <p>Claims Vouchers – EFT’s, and Check No’s 110846 through 110912 for August 25, 2025, in the amount of \$580,525.75</p> <p>Motion carried unanimously.</p>
<u>Public Works &amp; Community Development</u>	
Resolution No. 25-64 – Central Washington Sounders: Letter of Intent	Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution – 25-64 – Authorizing the City Manager to sign a letter of Intent to the Central Washington Sounders (CWS) regarding potential development of an outdoor soccer complex within Fullbright Park. Motion carried unanimously.
<u>Committee Reports</u>	Council Member Dailey asked for any available information



***CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – August 25, 2025***

regarding the Greenway Park fire on August 21<sup>st</sup> which involved the children's playground catching on fire. City Manager Cobb responded that he didn't have any information on this incident.

Council Member Schilling provided an overview of the recent Safety Committee meeting, noting that more than 50 participants attended virtually from across the state. The committee is currently preparing for its October meeting, which includes planning related to the 2026 FIFA World Cup.

City Manager

City Manager Cobb reported that staff is beginning the first phase of park improvements, including exploring public-private partnerships to support future facilities such as the soccer complex; Planning for Old Town Days 2026 is underway, with goals to restore participation to pre-COVID levels and add features such as live music and fireworks. Tourism promoter Eric Patrick will coordinate the event, and a \$30,000 LTAC funding request has been submitted; Council Members were asked to assist with planning and volunteer recruitment. Alternative entertainment options, including laser light shows and drone displays, were discussed; A conditional offer of employment for Police Chief was extended to Dustin Soptich, pending a background investigation, with an anticipated start date in late October or early November.

Items from the Audience

None.

Communications/Questions/  
Comments

Council Member Dailey reminded the Council that there will be no meeting on Monday, September 1<sup>st</sup>, due to the holiday and asked for a reminder to be emailed.


Development of Next Agenda


None.

Adjournment of Meeting

Mayor Hodkinson adjourned the regular meeting at 6:12 p.m.

ATTEST:

  
Gregory Cobb, City Manager

  
Lynette Bisconer, City Clerk

6:00 P.M. – August 25, 2025

ADDRESS

Ledia Galloway

2711-5<sup>th</sup> St. U21



## City Council Communication

**Meeting Date:** September 8, 2025  
**From:** Lynette Bisconer, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers – September 8, 2025

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**SYNOPSIS:** Claim Vouchers Dated September 8, 2025

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 110913 through 110983 in the amount of \$414,846.20.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Claim Voucher Register  
2. Detailed Claim Voucher Register

## WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 09:34:03 Date: 09/04/2025

01/01/2025 To: 09/30/2025

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5260	08/29/2025	Claims	2	EFT	WA STATE DEPT OF REVENUE	20,255.76	EXCISE TAX - 07-2025
5268	08/29/2025	Claims	2	EFT	UNITED STATES POSTMASTER	1,071.30	UB POSTAGE - 08/2025
5305	09/03/2025	Claims	2	EFT	PATHPOINT MERCHANT SERVICES LLC	2.50	ONLINE PAYMENT FEE - 08/2025
5343	09/08/2025	Claims	2	EFT	CENTURY LINK - LD	78.80	LONG DISTANCE - 08/2025
5344	09/08/2025	Claims	2	EFT	CENTURY LINK	1,318.58	FIRE DEPT - 08/2025; SENIOR CENTER - 08/2025; CIVIC CENTER PHONE & FAX LINE - 08/2025; PUBLIC WORKS - 08/2025; CIVIC CENTER TRUNK SVC - 08/2025
5345	09/08/2025	Claims	2	EFT	OFFICE DEPOT-CITY HALL	278.44	HP 218A BLACK TONER; HP 910 XL 4PK COMBO & BLUE GEL PENS; 5 TAB DIVIDERS; WHITE BINDER, CERTIFICATE PARCHMENT PAPER, & HEADPHONES; PURCHASE & RETURN OF HP 330 WIRELESS MOUSE & KEYBOARD COMBO;
5346	09/08/2025	Claims	2	EFT	US BANK CARDMEMBER SVC	2,703.56	GF ADULT PADS WITH CPR-DEVICE; YAKIMA BATTERY & AUTO ELECTRIC; TOMAHAWK & EXTENDED TOMAHAWK SHAFT ONLY - YAKIMA SWAT; SWAT NAME TAGS & SWAT TAGS; SMALL IRIDIUM SIM TEL # RENTALS - YVCRU
5347	09/08/2025	Claims	2	EFT	VERIZON WIRELESS - CH #742100945-0001	436.49	CITY HALL CELL SERVICE - 08/2025
5348	09/08/2025	Claims	2	EFT	VERIZON WIRELESS - PD2#672326319	809.71	PD MODEMS - 08/2025
5349	09/08/2025	Claims	2	EFT	VERIZON WIRELESS - PW #542075407	482.24	PW & BLDG/PLANNING CELL SERVICE - 08/2025
5217	08/26/2025	Claims	2	110913	BRETT SEDGE	1,300.00	2025 UNIFORM ALLOWANCE
5350	09/08/2025	Claims	2	110914	ABSOLUTE COMFORT TECHNOLOGY LLC	735.76	SERVICE CALL - NO AC IN THE BARN - WO# 53239
5351	09/08/2025	Claims	2	110915	ADVANCED TRAVEL EXP. FUND	627.00	REIMBURSE # 1224 - LECC TRAINING - SEATTLE, WA - B. NUNEZ; REIMBURSE # 1226 - CIT TRAINING - WENATCHEE, WA - A. GONZALEZ
5352	09/08/2025	Claims	2	110916	ALL SEASONS HEATING & AIR COND. INC	95.00	SERVICE CALL - 07/31/2025 - SHOP
5353	09/08/2025	Claims	2	110917	AMAZON CAPITAL SERVICES, INC	376.92	ADVIL LIQUID GEL, WIRELESS KEYBOARD, & STRIPED WOOD PENCILS; CHROME SNAP BELT KEEPERS; CUSTOM NAME LOGO W/ AMERICAN FLAG EMBROIDERED PATCH - SEDGE; PD LOCKER ROOM SHOWER CURTAIN; DEWALT FLEXBOLT 20V/6
5354	09/08/2025	Claims	2	110918	ANATEK LABS, INC.	280.00	DRINKING WATER ROUTINE/COMPLIANCE SAMPLING - WORK ORDER # YFH0305



## WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 09:34:03 Date: 09/04/2025

01/01/2025 To: 09/30/2025

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5355	09/08/2025	Claims	2	110919	ATLAS STAFFING INC	4,739.55	SEASONAL PARKS - WEEK WORKED - 08/16/2025 - K. BRAMBILA, J. GARCIA & A. ROMERO; SEASONAL PARKS - WEEK WORKED - 08/23/2025 - J. GARCIA & A. ROMERO
5356	09/08/2025	Claims	2	110920	BURROWS TRACTOR COMPANY	532.26	SPRINDLE & DRIVE BELT FOR TRIDECK BUSH HOG 1500
5357	09/08/2025	Claims	2	110921	CENTRAL WA AG MUSEUM	13,192.37	AG MUSEUM UTILITIES - 07/2025; 2025 OLD TOWN DAYS REIMBURSEMENT; 2025 OLD TOWN DAYS REIMBURSEMENT-CIVIL WAR RE-ENACTMENT
5358	09/08/2025	Claims	2	110922	CHRISTENSEN, INC.	3,874.55	PD FUEL - 08/01/2025 - 08/15/2025; PD FUEL - 08/16/2025 - 08/31/2025
5359	09/08/2025	Claims	2	110923	CINTAS CORP #605	77.49	CIVIC CENTER & PD MAT SERVICE - 08/22/2025
5360	09/08/2025	Claims	2	110924	CIVICPLUS, LLC	10,727.96	FOIA WORKFLOW PLATFORM ANNUAL SUBSCRIPTION 08/30/2025 - 08/29/2026
5361	09/08/2025	Claims	2	110925	COLEMAN OIL COMPANY	4,404.28	YVCRU FUEL - 08/2025; PW FUEL/CED FUEL - 08/2025
5362	09/08/2025	Claims	2	110926	CONCRETE SPECIAL TIES, INC.	224.16	ACRYLIC PAINT, CONCRETE RESURFACER & REPAIR 50LB BAG, & RUBBER FLOAT; ARDEX TWP WALL PATCH #10
5363	09/08/2025	Claims	2	110927	CUMMINS SALES & SERVICE	4,616.13	MAINTENANCE - WELL # 5 - 08/18/2025; PLANNED SERVICE MAINTENANCE - CIVIC CAMPUS - 08/19/2025; MAINTENANCE - 08/19/2025 - FIRE DEPT PMA #4; MAINTENANCE - LIFT STATION #1 - 08/18/2025
5364	09/08/2025	Claims	2	110928	CURTIS BLUE LINE	1,975.51	NAVY CLASS B PANTS - H. KINCAID; 34X32 BLACK MEN'S V2 TACTICAL PANTS - B. SEDGE; CLASS B UNIFORM SHIRTS - B. SEDGE; LARGE T-SHIRT & LONG SLEEVE PERFORMANCE TEE, CREWNECK SWEATSHIRT, KNIT SHORTS & SWEA
5365	09/08/2025	Claims	2	110929	DEPARTMENT OF HEALTH	105,224.52	DWSRF LOAN PAYMENT - LOAN #DM11-952-037; DWSRF LOAN PAYMENT - LOAN # DM13-952-138
5366	09/08/2025	Claims	2	110930	E3 SOLUTIONS, INC	32.46	SECURITY ALARM SYSTEM MONITORING - 3007 2ND STREET - PD IMPOUND BLDG - 08/2025
5367	09/08/2025	Claims	2	110931	EDGE CONSTRUCTION SUPPLY	16.19	MEMPHIS LEATHER GLOVE LARGE
5368	09/08/2025	Claims	2	110932	TERESA ESPINOZA	500.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL - 08/16/2025
5369	09/08/2025	Claims	2	110933	FEDEX	19.69	PW SEWER DEPT SHIPPING - 08/27/2025
5370	09/08/2025	Claims	2	110934	FRANK'S POINT S	81.01	LG4260 20/10 LAWN MOWER TRACTOR TIRE
5371	09/08/2025	Claims	2	110935	GRANITE CONSTRUCTION CO	703.66	2598 - MOD B - WA - 6.1900 TONS - 08/21/2025; 2601 - CLASS G - WA - 2.5100 TONS - 08/22/2025
5372	09/08/2025	Claims	2	110936	GREATER YAKIMA	800.00	ANNUAL MEMBERSHIP DUES

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5373	09/08/2025	Claims	2	110937	HD SUPPLY	472.89	RENOWN WAVE 3D ANTI-SPLASH URINAL SCREEN; PAPER TOWL ROLLS, HAND SANITIZER, BATH TISSUE, CLOROX, & PINE CLEANER
5374	09/08/2025	Claims	2	110938	LES HENDERSON	200.00	ADDITIONAL CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL - 08/09/2025
5375	09/08/2025	Claims	2	110939	HYUNDAI OF YAKIMA	135.38	SERVICE CHECK FOR A/C - VEH # 220
5376	09/08/2025	Claims	2	110940	INLAND FIRE PROTECTION INC	1,555.05	CIVIC CENTER MAINTENANCE INSPECTION - 08/27/2025 - JOB# 42233738; ANNUAL FIRE EXTINGUISHER MAINTENANCE - 4401 MAIN STREET & 1000 W. AHTANUM RD
5377	09/08/2025	Claims	2	110941	JOHN DEERE FINANCIAL	297.47	2X CLASS 2 TEE, 3XL GLOVES COWHIDE, & PROPANE GAS BY THE GALLON
5378	09/08/2025	Claims	2	110942	JUB ENGINEERS INC	46,383.88	UNION GAP SHOP BRIDGE # 2 REPLACEMENT - PROJ # 07-24-044 - 07/01/2025 - 08/02/2025; AHTANUM RD PEDESTRIAN RAILROAD CROSSING - PROJ #07-23-089 - 07/01/2025 - 08/02/2025; REGIONAL BELTWAY CONNECTOR PHAS
5379	09/08/2025	Claims	2	110943	LOWES COMPANY INC	1,269.77	CUSTOM FABRIC ROLLER SHADES - CITY MANAGER; 1 1/2" SCHEDULE 40 PVC COUPLING; LIQUID NAILS CONSTRUCTION ADHESIVE; GRIP & GRAB REACHER & EZ REACHER; AAA BATTERIES & AA BATTERIES; SOFTSOAP, CLOROX DISINF
5380	09/08/2025	Claims	2	110944	MINUTEMAN PRESS	184.98	UB STATEMENTS - 08/2025
5381	09/08/2025	Claims	2	110945	OFFICE SOLUTIONS NORTHWEST	244.66	COPY PAPER, FLAGS, POP-UP NOTES, & GEL INK PENS; HP 952XL BLACK INK, BINDER CLIPS, & LETTER OPENER; SIGN HERE FLAGS; MICRO PERFORATED LEGAL RULED PADS
5382	09/08/2025	Claims	2	110946	ONE CALL CONCEPTS INC	61.16	UTILITY LOCATES - 08/2025
5383	09/08/2025	Claims	2	110947	OREGON DEPARTMENT OF TRANSPORTATION	6.50	LAW ENFORCEMENT PHOTO REQUEST FEE - 25U001536
5384	09/08/2025	Claims	2	110948	OWEN EQUIPMENT CO	1,278.24	PARTS FOR VACTOR - VEH # 2011
5385	09/08/2025	Claims	2	110949	DANIEL B. POLAGE	8,550.00	PUBLIC DEFENDER SERVICE & INTERPRETER FEES - 08/2025
5386	09/08/2025	Claims	2	110950	QUADIENT FINANCE USA, INC.	2,000.00	POSTAGE - 07/2025
5387	09/08/2025	Claims	2	110951	REPUBLIC PUBLISHING CO	81.20	NOTICE OF ORDINANCES PASSED - NO. 3126
5388	09/08/2025	Claims	2	110952	RIO FOLTZ PLLC	8,755.00	CITY ATTORNEY - 08/2025
5389	09/08/2025	Claims	2	110953	RUSSELL CRANE SERVICE, INC.	1,019.28	WATER DEPOSIT REFUND - UB ACCT # 15770 - 16 E VALLEY MALL BLVD
5390	09/08/2025	Claims	2	110954	JAVIER SERRANO	500.00	CLEANING/DAMAGE DEPOSIT REFUND - BARN RENTAL - 08/16/2025
5391	09/08/2025	Claims	2	110955	SIRCHIE ACQUISITION COMPANY, LLC	41.76	LATENT FINGERPRINT POWDER

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5392	09/08/2025	Claims	2	110956	DON C. SMITH	1,249.60	LEOFF 1 RETIREE RX; MEDICARE PREMIUM - 08/2025
5393	09/08/2025	Claims	2	110957	STAR RENTALS	24.88	CAP GAS
5394	09/08/2025	Claims	2	110958	THE JANITOR'S CLOSET	390.94	CIVIC CENTER SUPPLIES - TISSUE PAPER, TOWELS, & CAN LINERS
5395	09/08/2025	Claims	2	110959	PATRICK THOMPSON	259.00	MEDICARE PREMIUM - 09/2025
5396	09/08/2025	Claims	2	110960	THRYV, INC.	125.63	MARKETING CENTER PRO - DIGITAL PARK AD - 08/21/2025 - 09/21/2025
5397	09/08/2025	Claims	2	110961	U.S. LINEN & UNIFORM	603.68	PW UNIFORM SERVICE - 08/2025
5398	09/08/2025	Claims	2	110962	UNION GAP WATER FUND & SEWER	19,905.87	FIRE DEPT - 08/2025; LIBRARY & COMMUNITY CENTER - 08/2025; CIVIC CAMPUS - 08/2025; PARKS - 08/2025, STREETS - 08/2025, & CITY SHOP - 08/2025
5399	09/08/2025	Claims	2	110963	UNUM LIFE INSURANCE	164.40	LEOFF 1 LONG TERM CARE - 09/2025
5400	09/08/2025	Claims	2	110964	VALERIE VALDEZ	500.00	CLEANING/DAMAGE DEPOSIT REFUND - BARN RENTAL - 08/30/2025
5401	09/08/2025	Claims	2	110965	VALLEY LOCK & KEY SERVICE	7.15	5 DUPLICATE KEY - PRICE LEVEL 5
5402	09/08/2025	Claims	2	110966	VAN BELLE EXCAVATING	765.69	WATER DEPOSIT REFUND - UB ACCT # 15391 - 1175 MARKET STREET
5403	09/08/2025	Claims	2	110967	VIC'S AUTO & SUPPLY UNION GAP - PW	247.17	CAR HOOP TRUCK STEP - VEH # 1021; MINIATURE BULB & MOTOR TUNE-UP 160Z; NAPA SILENT GUARD REAR DISC BRAKE
5404	09/08/2025	Claims	2	110968	WA STATE DEPT OF LICENSING	93.00	CPLS - AUGUST 2025
5405	09/08/2025	Claims	2	110969	WA STATE PATROL	36.00	BACKGROUND CHECK - 08/2025
5406	09/08/2025	Claims	2	110970	WA STATE TREASURER	14,082.78	REMITTANCE 07/25 - INVOICE CJRS
5407	09/08/2025	Claims	2	110971	WEAVER DISTRIBUTING	5.94	PLYMOUTH REVERE RED VINYL ELECTRICAL TAPE 3/4 X 60
5408	09/08/2025	Claims	2	110972	GENE E. WEINMANN	90.00	CDBG COORDINATOR - 08/2025
5409	09/08/2025	Claims	2	110973	BARRY M WOODARD	19,727.50	PUBLIC DEFENDER - 08/2025 & PUBLIC DEFENDER INTERPRETING SVC - 08/2025
5410	09/08/2025	Claims	2	110974	YAKIMA BINDERY	52.32	COLOR PRINT, COAT #36 - CORE VALUES SIGN
5411	09/08/2025	Claims	2	110975	YAKIMA CO DEPT OF CORRECTIONS	47,325.81	INMATE HOUSING & MEDICAL - 07/2025
5412	09/08/2025	Claims	2	110976	YAKIMA CO PUBLIC SERVICES	181.01	YARD WASTE & GARBAGE DISPOSAL - 08/15/2025 & 08/21/2025
5413	09/08/2025	Claims	2	110977	YAKIMA CO TREAS PROSECUTING	207.36	REMITTANCE - 07/2025
5414	09/08/2025	Claims	2	110978	YAKIMA COOPERATIVE ASSN	1,311.58	#2 DIESEL DYED - 122.9000 GALLONS - AHTANUM YOUTH PARK; BULK PROPANE - 11.8000 GALLONS - SHOP; CLERK/TREASURER VEHICLE FUEL - 12.8840 GALLONS - 08/27/2025; #2 DIESEL DYED - 142.0000 GALLONS - AHTANUM
5415	09/08/2025	Claims	2	110979	YAKIMA HUMANE SOCIETY	2,680.00	ANIMAL CONTROL INTAKE SERVICES - 08/2025 & FERAL CAT PROGRAM

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5416	09/08/2025	Claims	2	110980	YAKIMA REG.CLEAN AIR AUTHORITY	896.50	2025 SUPPLEMENTAL INCOME PRO RATA SHARE - 3RD QTR
5417	09/08/2025	Claims	2	110981	YAKIMA VALLEY SPORTS COMMISSION	26,000.00	2025 YAKIMA VALLEY SPORTS COMMISSION ADMINISTRATIVE FEE - 2ND QTR 2025; 2025 YAKIMA VALLEY SPORTS COMMISSION ADMINISTRATIVE FEE - 3RD QTR
5418	09/08/2025	Claims	2	110982	YAKIMA VALLEY TOURISM	22,000.00	2025 TOURISM PROMOTION CONTRACT - 2ND QTR; 2025 TOURISM PROMOTION CONTRACT - 3RD QTR
5419	09/08/2025	Claims	2	110983	YORKS PEST CONTROL, LLC	281.32	GENERAL PEST CONTROL - CIVIC CENTER - 06/04/2025; GENERAL PEST CONTROL - LIBRARY & COMMUNITY CENTER - 06/04/2025

001 Current Expense Fund	148,903.72
101 Street Fund	4,113.31
107 Lodging Tax Fund	52,666.34
128 Transit System Fund	295.12
132 Community Events Fund	5,918.66
170 Housing Rehabilitation Fund	90.00
305 Regional Beltway Connector Fund	13,714.39
321 Street Development Reserve Fund	32,669.49
401 Water Fund	116,904.98
402 Garbage Fund	10,991.12
403 Sewer Fund	10,063.53
404 Water Improvement Reserve	-480.99
405 Sewer Improvement Reserve	21.37
414 Water Deposits	1,784.97
630 General State/County-Shared Rev Fund	209.00
633 Crime Victims Comp Cnty Share	207.36
640 Court Revenue Fund	13,966.78
650 YVCRU Fund	2,807.05

414,846.20		Claims:	414,846.20
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5260	08/29/2025	Claims	2	EFT	WA STATE DEPT OF REVENUE	20,255.76	EXCISE TAX - 07-2025
		001 - 511 60 49 10 - EXTERNAL TAXES				-1.49	
		001 - 524 20 49 01 - EXTERNAL TAXES-BUILDING				96.38	
		401 - 534 50 49 01 - EXTERNAL TAXES				6,691.00	
		404 - 534 50 49 04 - EXTERNAL TAXES				-480.99	
		403 - 535 50 49 02 - EXTERNAL TAXES				3,401.62	
		405 - 535 50 49 05 - EXTERNAL TAX - SEWER INFRASTRUCTURE				21.37	
		402 - 537 50 49 01 - EXTERNAL TAXES				9,805.45	
		001 - 576 80 53 00 - EXTERNAL TAXES				722.42	
5268	08/29/2025	Claims	2	EFT	UNITED STATES POSTMASTER	1,071.30	UB POSTAGE - 08/2025
		401 - 534 50 42 00 - COMMUNICATION				357.10	
		403 - 535 50 42 00 - COMMUNICATION				357.10	
		402 - 537 50 42 00 - COMMUNICATION				357.10	
5305	09/03/2025	Claims	2	EFT	PATHPOINT MERCHANT SERVICES LLC	2.50	ONLINE PAYMENT FEE - 08/2025
		001 - 514 23 49 00 - MISCELLANEOUS				2.50	ONLINE PAYMENT FEE - 08-2025
5343	09/08/2025	Claims	2	EFT	CENTURY LINK - LD	78.80	LONG DISTANCE - 08/2025
		001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC				3.97	
		001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINANCE				5.54	
		001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLERK				4.98	
		001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL				2.41	
		001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL				50.45	
		001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDING				2.54	
		401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATER				2.31	
		403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWER				1.67	
		402 - 537 50 47 01 - CIVIC CAMPUS UTILITIES - GARB				0.18	
		101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREET				0.32	
		101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREET				0.85	
		128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRANSPORT				0.71	
		001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANNING				2.21	
		001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARKS				0.66	
5344	09/08/2025	Claims	2	EFT	CENTURY LINK	1,318.58	FIRE DEPT - 08/2025; SENIOR CENTER - 08/2025; CIVIC CENTER PHONE & FAX LINE - 08/2025; PUBLIC WORKS - 08/2025; CIVIC CENTER TRUNK SVC - 08/2025
		001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC				17.87	
		001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC				30.85	
		001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINANCE				24.93	
		001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINANCE				43.03	
		001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLERK				22.42	
		001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLERK				38.69	
		001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL				10.85	
		001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL				18.72	
		001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL				227.02	
		001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL				391.80	
		001 - 522 10 42 00 - COMMUNICATION				86.22	
		001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDING				11.45	
		001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDING				19.76	
		401 - 534 50 42 00 - COMMUNICATION				45.58	
		401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATER				10.38	
		401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATER				17.92	
		403 - 535 50 42 00 - COMMUNICATION				45.58	
		403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWER				7.56	
		403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWER				13.05	
		402 - 537 50 42 00 - COMMUNICATION				45.58	
		402 - 537 50 47 01 - CIVIC CAMPUS UTILITIES - GARB				0.79	
		402 - 537 50 47 01 - CIVIC CAMPUS UTILITIES - GARB				1.36	
		101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREET				1.43	
		101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREET				2.46	

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					101 - 543 30 42 00 - COMMUNICATION	45.58	
					101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	3.81	
					101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	6.58	
					128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN	3.19	
					128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN	5.51	
					001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLAN	9.93	
					001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLAN	17.14	
					001 - 571 21 42 00 - COMMUNICATION	83.44	
					001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARKS	2.97	
					001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARKS	5.13	
5345	09/08/2025	Claims	2	EFT	OFFICE DEPOT-CITY HALL	278.44	HP 218A BLACK TONER; HP 910 XL 4PK COMBO & BLUE GEL PENS; 5 TAB DIVIDERS; WHITE BINDER, CERTIFICATE PARCHMENT PAPER, & HEADPHONES; PURCHASE & RETURN OF HP 330 WIRELESS MOUSE & KEYBOARD COMBO; PURCHASE
					001 - 513 10 31 00 - SUPPLIES	34.29	
					001 - 513 10 31 00 - SUPPLIES	-34.29	
					001 - 513 10 31 00 - SUPPLIES	49.33	
					001 - 513 10 31 00 - SUPPLIES	-49.33	
					001 - 514 23 31 00 - SUPPLIES	64.73	
					001 - 514 23 31 00 - SUPPLIES	59.45	
					001 - 514 30 31 00 - SUPPLIES	59.45	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	12.92	
					001 - 524 20 31 00 - SUPPLIES-BUILDING	7.79	
					001 - 524 20 31 00 - SUPPLIES-BUILDING	20.99	
					401 - 534 50 31 00 - SUPPLIES	4.86	
					403 - 535 50 31 00 - SUPPLIES	4.86	
					402 - 537 50 31 00 - SUPPLIES	4.86	
					101 - 542 30 31 00 - SUPPLIES	4.86	
					001 - 558 60 31 00 - SUPPLIES	7.79	
					001 - 558 60 31 00 - SUPPLIES	21.00	
					001 - 576 80 31 00 - SUPPLIES	4.88	
5346	09/08/2025	Claims	2	EFT	US BANK CARDMEMBER SVC	2,703.56	GF ADULT PADS WITH CPR-DEVICE; YAKIMA BATTERY & AUTO ELECTRIC; TOMAHAWK & EXTENDED TOMAHAWK SHAFT ONLY - YAKIMA SWAT; SWAT NAME TAGS & SWAT TAGS; SMALL IRIIDIUM SIM TEL # RENTALS - YVCRU
					650 - 589 40 03 00 - TRAINING - SUPPLIES	290.46	
					650 - 589 40 03 00 - TRAINING - SUPPLIES	321.65	
					650 - 589 40 04 00 - OPERATIONS - PROFESSIONAL	120.90	
					650 - 589 40 06 00 - MACHINERY & EQUIPMENT	1,645.00	
					650 - 589 40 08 00 - OPERATIONS - REPAIRS & MAINT	325.55	
5347	09/08/2025	Claims	2	EFT	VERIZON WIRELESS - CH #742100945-0001	436.49	CITY HALL CELL SERVICE - 08/2025
					001 - 511 60 42 01 - COMMUNICATION	332.21	
					001 - 514 23 42 00 - COMMUNICATIONS	26.07	
					001 - 514 30 42 00 - COMMUNICATIONS	26.07	
					401 - 534 50 42 00 - COMMUNICATION	52.14	
5348	09/08/2025	Claims	2	EFT	VERIZON WIRELESS - PD2#672326319	809.71	PD MODEMS - 08/2025
					001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS	809.71	
5349	09/08/2025	Claims	2	EFT	VERIZON WIRELESS - PW #542075407	482.24	PW & BLDG/PLANNING CELL SERVICE - 08/2025
					001 - 524 20 42 00 - COMMUNICATION-BUILDING	8.47	
					401 - 534 50 42 00 - COMMUNICATION	93.06	

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			403 - 535 50 42 00 - COMMUNICATION			93.06	
			402 - 537 50 42 00 - COMMUNICATION			93.06	
			101 - 542 30 42 00 - COMMUNICATIONS			93.06	
			001 - 558 60 42 00 - COMMUNICATION			8.47	
			001 - 576 80 42 00 - COMMUNICATION			93.06	
5217	08/26/2025	Claims	2	110913	BRETT SEDGE	1,300.00	2025 UNIFORM ALLOWANCE
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			1,300.00	
5350	09/08/2025	Claims	2	110914	ABSOLUTE COMFORT TECHNOLOGY LLC	735.76	SERVICE CALL - NO AC IN THE BARN - WO# 53239
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			735.76	
5351	09/08/2025	Claims	2	110915	ADVANCED TRAVEL EXP. FUND	627.00	REIMBURSE # 1224 - LECC TRAINING - SEATTLE, WA - B. NUNEZ; REIMBURSE # 1226 - CIT TRAINING - WENATCHEE, WA - A.
			001 - 521 40 43 00 - PD TRAINING TRAVEL			253.00	
			001 - 521 40 43 00 - PD TRAINING TRAVEL			374.00	
5352	09/08/2025	Claims	2	110916	ALL SEASONS HEATING & AIR COND. INC	95.00	SERVICE CALL - 07/31/2025 - SHOP
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			19.00	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			19.00	
			402 - 537 50 48 00 - REPAIRS & MAINTENANCE			19.00	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			19.00	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			19.00	
5353	09/08/2025	Claims	2	110917	AMAZON CAPITAL SERVICES, INC	376.92	ADVIL LIQUID GEL, WIRELESS KEYBOARD, & STRIPED WOOD PENCILS; CHROME SNAP BELT KEEPERS; CUSTOM NAME LOGO W/ AMERICAN FLAG EMBROIDERED PATCH - SEDGE; PD LOCKER ROOM SHOWER CURTAIN; DEWALT FLEXBOLT 20V/6
			001 - 513 10 31 00 - SUPPLIES			-21.63	
			001 - 514 30 31 00 - SUPPLIES			20.44	
			001 - 517 91 31 00 - SUPPLIES			16.22	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			8.64	
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			41.28	
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			29.69	
			001 - 521 50 31 00 - PD FACILITIES SUPPLIES			45.32	
			001 - 522 50 35 00 - FD FACILITIES - SMALL TOOLS &			236.96	
5354	09/08/2025	Claims	2	110918	ANATEK LABS, INC.	280.00	DRINKING WATER ROUTINE/COMPLIANCE SAMPLING - WORK ORDER # YFH0305
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			280.00	
5355	09/08/2025	Claims	2	110919	ATLAS STAFFING INC	4,739.55	SEASONAL PARKS - WEEK WORKED - 08/16/2025 - K. BRAMBILA, J. GARCIA & A. ROMERO; SEASONAL PARKS - WEEK WORKED - 08/23/2025 - J. GARCIA & A. ROMERO
			001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA			2,849.21	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA			1,890.34	
5356	09/08/2025	Claims	2	110920	BURROWS TRACTOR	532.26	SPRINDLE & DRIVE BELT FOR TRIDECK BUSH HOG 1500
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			532.26	
5357	09/08/2025	Claims	2	110921	CENTRAL WA AG MUSEUM	13,192.37	AG MUSEUM UTILITIES - 07/2025; 2025 OLD TOWN DAYS REIMBURSEMENT; 2025 OLD TOWN DAYS REIMBURSEMENT- CIVIL WAR RE-ENACTMENT

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					107 - 571 00 47 00 - UTILITIES-AG MUSEUM	4,666.34	
					132 - 571 20 31 32 - OTD SUPPLIES	1,300.00	
					132 - 571 20 31 32 - OTD SUPPLIES	124.67	
					132 - 571 20 31 32 - OTD SUPPLIES	4,300.00	
					132 - 571 20 47 32 - OTD-UTILITIES	193.99	
					001 - 576 80 45 00 - OPERATING RENTALS & LEASES	2,607.37	
5358	09/08/2025	Claims	2	110922	CHRISTENSEN, INC.	3,874.55	PD FUEL - 08/01/2025 - 08/15/2025; PD FUEL - 08/16/2025 - 08/31/2025
					001 - 521 10 32 00 - PD ADMIN FUEL	492.90	
					001 - 521 21 32 00 - INVESTIGATION FUEL	272.19	
					001 - 521 21 32 00 - INVESTIGATION FUEL	63.68	
					001 - 521 22 32 00 - PATROL FUEL	2,728.36	
					001 - 521 22 32 00 - PATROL FUEL	157.18	
					001 - 524 60 32 00 - CODE ENFORCEMENT FUEL	80.12	
					001 - 554 30 32 00 - FUEL - ANIMAL CONTROL	80.12	
5359	09/08/2025	Claims	2	110923	CINTAS CORP #605	77.49	CIVIC CENTER & PD MAT SERVICE - 08/22/2025
					001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-	3.91	
					001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-	5.45	
					001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-	4.90	
					001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-	2.37	
					001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M	49.61	
					001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-	2.50	
					401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-	2.27	
					403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-	1.65	
					402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-	0.17	
					101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-	0.31	
					101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-	0.83	
					128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-	0.70	
					001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-	2.17	
					001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE	0.65	
5360	09/08/2025	Claims	2	110924	CIVICPLUS, LLC	10,727.96	FOIA WORKFLOW PLATFORM ANNUAL SUBSCRIPTION 08/30/2025 - 08/29/2026
					001 - 518 88 41 02 - NEXTREQUEST SUPPORT	10,727.96	
5361	09/08/2025	Claims	2	110925	COLEMAN OIL COMPANY	4,404.28	YVCRU FUEL - 08/2025; PW FUEL/CED FUEL - 08/2025
					001 - 524 20 32 00 - FUEL-BUILDING	124.62	
					001 - 524 20 32 00 - FUEL-BUILDING	-0.32	
					403 - 531 30 32 00 - STORMWATER FUEL	326.74	
					403 - 531 30 32 00 - STORMWATER FUEL	-1.45	
					401 - 534 50 32 00 - FUEL	1,400.99	
					401 - 534 50 32 00 - FUEL	-6.93	
					403 - 535 50 32 00 - FUEL	868.00	
					403 - 535 50 32 00 - FUEL	-4.26	
					402 - 537 50 32 00 - FUEL	60.58	
					402 - 537 50 32 00 - FUEL	-0.31	
					101 - 542 30 32 00 - FUEL	434.99	
					101 - 542 30 32 00 - FUEL	-2.14	
					101 - 542 66 32 00 - FUEL	352.22	
					101 - 542 66 32 00 - FUEL	-1.60	
					101 - 542 67 32 00 - FUEL	54.12	
					101 - 542 67 32 00 - FUEL	-0.27	
					101 - 542 70 32 00 - FUEL	290.06	
					101 - 542 70 32 00 - FUEL	-1.42	
					128 - 547 10 32 00 - FUEL CONSUMED	143.97	
					128 - 547 10 32 00 - FUEL CONSUMED	-0.69	
					001 - 558 60 32 00 - FUEL	-0.31	
					001 - 576 80 32 00 - FUEL	265.48	
					001 - 576 80 32 00 - FUEL	-1.28	
					650 - 589 40 02 00 - OPERATIONS - FUEL	103.49	



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5362	09/08/2025	Claims	2	110926	CONCRETE SPECIAL TIES, INC.	224.16	ACRYLIC PAINT, CONCRETE RESURFACER & REPAIR 50LB BAG, & RUBBER FLOAT; ARDEX TWP WALL PATCH #10
					101 - 542 30 31 00 - SUPPLIES	95.75	
					101 - 542 30 31 00 - SUPPLIES	128.41	
5363	09/08/2025	Claims	2	110927	CUMMINS SALES & SERVICE	4,616.13	MAINTENANCE - WELL # 5 - 08/18/2025; PLANNED SERVICE MAINTENANCE - CIVIC CAMPUS - 08/19/2025; MAINTENANCE - 08/19/2025 - FIRE DEPT PMA #4; MAINTENANCE - LIFT STATION #1 - 08/18/2025
					001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-	57.25	
					001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-	79.86	
					001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-	71.81	
					001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-	34.74	
					001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M	727.12	
					001 - 522 50 48 00 - FD FACILITIES - REPAIRS & MAI	999.69	
					001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-	36.67	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	1,240.34	
					401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-	33.26	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	1,240.34	
					403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-	24.19	
					402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-	2.53	
					101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-	4.57	
					101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-	12.21	
					128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-	10.22	
					001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-	31.81	
					001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE	9.52	
5364	09/08/2025	Claims	2	110928	CURTIS BLUE LINE	1,975.51	NAVY CLASS B PANTS - H. KINCAID; 34X32 BLACK MEN'S V2 TACTICAL PANTS - B. SEDGE; CLASS B UNIFORM SHIRTS - B. SEDGE; LARGE T-SHIRT & LONG SLEEVE PERFORMANCE TEE, CREWNECK SWEATSHIRT, KNIT SHORTS & SWEA
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	334.45	
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	371.70	
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	48.11	
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	156.31	
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	238.54	
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	105.43	
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	173.60	
					001 - 521 22 31 00 - PATROL SUPPLIES	166.04	
					001 - 521 22 31 00 - PATROL SUPPLIES	381.33	
5365	09/08/2025	Claims	2	110929	DEPARTMENT OF HEALTH	105,224.52	DWSRF LOAN PAYMENT - LOAN #DM11-952-037; DWSRF LOAN PAYMENT - LOAN # DM13-952-138
					401 - 591 34 78 00 - PWTF LOAN PRINCIPAL	30,415.98	
					401 - 591 34 78 00 - PWTF LOAN PRINCIPAL	61,077.20	
					401 - 592 34 83 00 - PWTF LOAN INTEREST	2,737.44	
					401 - 592 34 83 00 - PWTF LOAN INTEREST	10,993.90	
5366	09/08/2025	Claims	2	110930	E3 SOLUTIONS, INC	32.46	SECURITY ALARM SYSTEM MONITORING - 3007 2ND STREET - PD IMPOUND BLDG - 08/2025
					001 - 521 50 41 00 - PD FACILITIES PROFESSIONAL S	32.46	
5367	09/08/2025	Claims	2	110931	EDGE CONSTRUCTION SUPPLY	16.19	MEMPHIS LEATHER GLOVE LARGE
					401 - 534 50 31 00 - SUPPLIES	16.19	
5368	09/08/2025	Claims	2	110932	TERESA ESPINOZA	500.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL - 08/16/2025

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			001 - 582 10 00 03 - RESERVATION DEPOSIT REFUND			500.00	
5369	09/08/2025	Claims	2	110933	FEDEX	19.69	PW SEWER DEPT SHIPPING - 08/27/2025
			403 - 535 50 42 00 - COMMUNICATION			19.69	
5370	09/08/2025	Claims	2	110934	FRANK'S POINT S	81.01	LG4260 20/10 LAWN MOWER TRACTOR TIRE
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			81.01	
5371	09/08/2025	Claims	2	110935	GRANITE CONSTRUCTION CO	703.66	2598 - MOD B - WA - 6.1900 TONS - 08/21/2025; 2601 - CLASS G - WA - 2.5100 TONS - 08/22/2025
			401 - 534 50 31 00 - SUPPLIES			243.29	
			101 - 542 30 31 00 - SUPPLIES			243.28	
			101 - 542 30 31 00 - SUPPLIES			217.09	
5372	09/08/2025	Claims	2	110936	GREATER YAKIMA	800.00	ANNUAL MEMBERSHIP DUES
			001 - 518 88 49 00 - MISCELLANEOUS			800.00	
5373	09/08/2025	Claims	2	110937	HD SUPPLY	472.89	RENOWN WAVE 3D ANTI-SPLASH URINAL SCREEN; PAPER TOWL ROLLS, HAND SANITIZER, BATH TISSUE, CLOROX, & PINE CLEANER
			001 - 576 80 31 00 - SUPPLIES			48.02	
			001 - 576 80 31 00 - SUPPLIES			424.87	
5374	09/08/2025	Claims	2	110938	LES HENDERSON	200.00	ADDITIONAL CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL - 08/09/2025
			001 - 582 10 00 03 - RESERVATION DEPOSIT REFUND			200.00	
5375	09/08/2025	Claims	2	110939	HYUNDAI OF YAKIMA	135.38	SERVICE CHECK FOR A/C - VEH #
			001 - 521 22 48 00 - PATROL REPAIRS & MAINT			135.38	
5376	09/08/2025	Claims	2	110940	INLAND FIRE PROTECTION INC	1,555.05	CIVIC CENTER MAINTENANCE INSPECTION - 08/27/2025 - JOB# 42233738; ANNUAL FIRE EXTINGUISHER MAINTENANCE - 4401 MAIN STREET & 1000 W. AHTANUM RD
			001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-			21.71	
			001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-			30.28	
			001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-			27.23	
			001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-			13.18	
			001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M			275.74	
			001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-			13.91	
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			144.18	
			401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-			12.61	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			144.18	
			403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-			9.18	
			402 - 537 50 48 00 - REPAIRS & MAINTENANCE			144.18	
			402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-			0.96	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			144.18	
			101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-			1.73	
			101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-			4.63	
			128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-			3.88	
			001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-			12.06	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			144.18	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			403.44	
			001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE			3.61	
5377	09/08/2025	Claims	2	110941	JOHN DEERE FINANCIAL	297.47	2X CLASS 2 TEE, 3XL GLOVES COWHIDE, & PROPANE GAS BY THE GALLON
			401 - 534 50 31 00 - SUPPLIES			3.46	
			403 - 535 50 31 00 - SUPPLIES			3.46	
			402 - 537 50 31 00 - SUPPLIES			3.46	

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			101 - 542 30 31 00 - SUPPLIES			3.46	
			101 - 542 30 31 00 - SUPPLIES			81.85	
			101 - 542 30 31 00 - SUPPLIES			172.33	
			128 - 547 10 31 00 - OFFICE & OPERATING SUPPLIES			25.97	
			001 - 576 80 31 00 - SUPPLIES			3.48	
5378	09/08/2025	Claims	2	110942	JUB ENGINEERS INC	46,383.88	UNION GAP SHOP BRIDGE # 2 REPLACEMENT - PROJ # 07-24-044 - 07/01/2025 - 08/02/2025; AHTANUM RD PEDESTRIAN RAILROAD CROSSING - PROJ #07-23-089 - 07/01/2025 - 08/02/2025; REGIONAL BELTWAY CONNECTOR PHAS
			305 - 595 10 41 26 - REGIONAL BELTWAY-PE STAGE			13,714.39	
			321 - 595 10 41 48 - SHOP BRIDGE-PE			18,534.90	
			321 - 595 10 41 56 - AHTANUM RD PEDESTRIAN CR			14,134.59	
5379	09/08/2025	Claims	2	110943	LOWES COMPANY INC	1,269.77	CUSTOM FABRIC ROLLER SHADES - CITY MANAGER; 1 1/2" SCHEDULE 40 PVC COUPLING; LIQUID NAILS CONSTRUCTION ADHESIVE; GRIP & GRAB REACHER & EZ REACHER; AAA BATTERIES & AA BATTERIES; SOFTSOAP, CLOROX DISINF
			001 - 513 10 31 00 - SUPPLIES			318.23	
			001 - 513 10 31 00 - SUPPLIES			1.28	
			001 - 514 23 31 00 - SUPPLIES			1.28	
			001 - 514 30 31 00 - SUPPLIES			1.28	
			001 - 524 20 31 00 - SUPPLIES-BUILDING			1.28	
			401 - 534 50 31 00 - SUPPLIES			13.67	
			401 - 534 50 31 00 - SUPPLIES			51.40	
			401 - 534 50 31 00 - SUPPLIES			11.03	
			401 - 534 50 31 00 - SUPPLIES			28.29	
			401 - 534 50 31 00 - SUPPLIES			0.81	
			401 - 534 50 31 00 - SUPPLIES			1.28	
			403 - 535 50 31 00 - SUPPLIES			11.03	
			403 - 535 50 31 00 - SUPPLIES			0.81	
			403 - 535 50 31 00 - SUPPLIES			1.28	
			403 - 535 50 31 00 - SUPPLIES			15.41	
			403 - 535 50 31 00 - SUPPLIES			271.49	
			402 - 537 50 31 00 - SUPPLIES			11.03	
			402 - 537 50 31 00 - SUPPLIES			0.81	
			402 - 537 50 31 00 - SUPPLIES			1.28	
			101 - 542 30 31 00 - SUPPLIES			11.03	
			101 - 542 30 31 00 - SUPPLIES			0.81	
			101 - 542 30 31 00 - SUPPLIES			1.28	
			101 - 542 30 31 00 - SUPPLIES			71.98	
			101 - 542 30 31 00 - SUPPLIES			95.59	
			101 - 542 30 31 00 - SUPPLIES			25.70	
			101 - 542 30 31 00 - SUPPLIES			59.65	
			101 - 542 70 31 00 - SUPPLIES			45.54	
			001 - 558 60 31 00 - SUPPLIES			1.28	
			001 - 576 80 31 00 - SUPPLIES			5.72	
			001 - 576 80 31 00 - SUPPLIES			11.04	
			001 - 576 80 31 00 - SUPPLIES			0.83	
			001 - 576 80 31 00 - SUPPLIES			1.30	
			001 - 576 80 31 00 - SUPPLIES			125.86	
			001 - 576 80 31 00 - SUPPLIES			69.19	
5380	09/08/2025	Claims	2	110944	MINUTEMAN PRESS	184.98	UB STATEMENTS - 08/2025
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			61.66	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			61.66	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			61.66	

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5381	09/08/2025	Claims	2	110945	OFFICE SOLUTIONS NORTHWEST	244.66	COPY PAPER, FLAGS, POP-UP NOTES, & GEL INK PENS; HP 952XL BLACK INK, BINDER CLIPS, & LETTER OPENER; SIGN HERE FLAGS; MICRO PERFORATED LEGAL RULED PADS
					001 - 511 60 31 01 - SUPPLIES	1.63	
					001 - 513 10 31 00 - SUPPLIES	1.09	
					001 - 513 10 31 00 - SUPPLIES	9.13	
					001 - 514 23 31 00 - SUPPLIES	9.89	
					001 - 514 23 31 00 - SUPPLIES	15.65	
					001 - 514 23 31 00 - SUPPLIES	45.57	
					001 - 514 30 31 00 - SUPPLIES	22.80	
					001 - 514 30 31 00 - SUPPLIES	15.66	
					001 - 514 30 31 00 - SUPPLIES	45.57	
					001 - 514 30 31 00 - SUPPLIES	9.13	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	0.77	
					001 - 524 20 31 00 - SUPPLIES-BUILDING	11.80	
					401 - 534 50 31 00 - SUPPLIES	0.86	
					401 - 534 50 31 00 - SUPPLIES	4.31	
					401 - 534 50 31 00 - SUPPLIES	13.40	
					403 - 535 50 31 00 - SUPPLIES	0.94	
					403 - 535 50 31 00 - SUPPLIES	4.31	
					403 - 535 50 31 00 - SUPPLIES	13.40	
					402 - 537 50 31 00 - SUPPLIES	0.86	
					402 - 537 50 31 00 - SUPPLIES	4.30	
					402 - 537 50 31 00 - SUPPLIES	13.41	
					001 - 558 60 31 00 - SUPPLIES	0.05	
					001 - 576 80 31 00 - SUPPLIES	0.13	
5382	09/08/2025	Claims	2	110946	ONE CALL CONCEPTS INC	61.16	UTILITY LOCATES - 08/2025
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	30.58	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	30.58	
5383	09/08/2025	Claims	2	110947	OREGON DEPARTMENT OF TRANSPORTATION	6.50	LAW ENFORCEMENT PHOTO REQUEST FEE - 25U001536
					001 - 521 21 41 00 - INVESTIGATION PROFESSIONAL	6.50	
5384	09/08/2025	Claims	2	110948	OWEN EQUIPMENT CO	1,278.24	PARTS FOR VACTOR - VEH # 2011
					403 - 531 30 31 00 - STORMWATER - SUPPLIES	63.91	
					401 - 534 50 31 00 - SUPPLIES	255.65	
					403 - 535 50 31 00 - SUPPLIES	958.68	
5385	09/08/2025	Claims	2	110949	DANIEL B. POLAGE	8,550.00	PUBLIC DEFENDER SERVICE & INTERPRETER FEES - 08/2025
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN	8,400.00	
					001 - 517 91 41 00 - PROFESSIONAL SERVICES	150.00	
5386	09/08/2025	Claims	2	110950	QUADIENT FINANCE USA, INC.	2,000.00	POSTAGE - 07/2025
					001 - 511 60 42 01 - COMMUNICATION	3.76	
					001 - 514 23 42 00 - COMMUNICATIONS	431.55	
					001 - 514 30 42 00 - COMMUNICATIONS	404.22	
					001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS	48.42	
					001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS	5.25	
					001 - 524 20 42 00 - COMMUNICATION-BUILDING	191.76	
					401 - 534 50 42 00 - COMMUNICATION	298.57	
					403 - 535 50 42 00 - COMMUNICATION	298.57	
					402 - 537 50 42 00 - COMMUNICATION	298.57	
					001 - 576 80 42 00 - COMMUNICATION	19.33	
5387	09/08/2025	Claims	2	110951	REPUBLIC PUBLISHING CO	81.20	NOTICE OF ORDINANCES PASSED - NO. 3126
					001 - 511 60 44 00 - OFFICIAL PUBLICATIONS	81.20	
5388	09/08/2025	Claims	2	110952	RIO FOLTZ PLLC	8,755.00	CITY ATTORNEY - 08/2025

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			001 - 515 31 41 01 -		LEGAL SERVICES-CIVIL - CITY AT	8,755.00	
5389	09/08/2025	Claims	2	110953	RUSSELL CRANE SERVICE, INC.	1,019.28	WATER DEPOSIT REFUND - UB ACCT # 15770 - 16 E VALLEY MALL BLVD
			414 - 582 10 04 14 -		DEPOSIT REFUND	1,019.28	Refund Utility Deposit
5390	09/08/2025	Claims	2	110954	JAVIER SERRANO	500.00	CLEANING/DAMAGE DEPOSIT REFUND - BARN RENTAL - 08/16/2025
			001 - 582 10 00 03 -		RESERVATION DEPOSIT REFUND	500.00	
5391	09/08/2025	Claims	2	110955	SIRCHIE ACQUISITION COMPANY, LLC	41.76	LATENT FINGERPRINT POWDER
			001 - 521 22 31 00 -		PATROL SUPPLIES	41.76	
5392	09/08/2025	Claims	2	110956	DON C. SMITH	1,249.60	LEOFF 1 RETIREE RX; MEDICARE PREMIUM - 08/2025
			001 - 521 10 22 00 -		LEOFF 1 BENEFITS	1,064.60	
			001 - 521 10 22 00 -		LEOFF 1 BENEFITS	185.00	
5393	09/08/2025	Claims	2	110957	STAR RENTALS	24.88	CAP GAS
			401 - 534 50 31 00 -		SUPPLIES	24.88	
5394	09/08/2025	Claims	2	110958	THE JANITOR'S CLOSET	390.94	CIVIC CENTER SUPPLIES - TISSUE PAPER, TOWELS, & CAN LINERS
			001 - 513 10 41 02 -		CIVIC CAMPUS JANITORIAL	19.71	
			001 - 514 23 41 03 -		CIVIC CAMPUS JANITORIAL-FIN	27.49	
			001 - 514 30 41 02 -		CIVIC CAMPUS JANITORIAL - CL	24.72	
			001 - 515 31 41 05 -		CIVIC CAMPUS JANITORIAL -LEO	11.96	
			001 - 521 50 41 01 -		PD FACILITIES CIVIC CAMPUS J	250.28	
			001 - 524 20 41 02 -		CIVIC CAMPUS JANITORIAL-BUI	12.62	
			401 - 534 50 41 03 -		CIVIC CAMPUS JANITORIAL-WA	11.45	
			403 - 535 50 41 04 -		CIVIC CAMPUS JANITORIAL-SEV	8.32	
			402 - 537 50 41 03 -		CIVIC CAMPUS JANITORIAL-GA	0.87	
			101 - 542 30 41 03 -		CIVIC CAMPUS JANITORIAL-STF	1.57	
			101 - 543 30 41 02 -		CIVIC CAMPUS JANITORIAL-STF	4.20	
			128 - 547 10 41 03 -		CIVIC CAMPUS JANITORIAL-TR	3.52	
			001 - 558 60 41 02 -		CIVIC CAMPUS JANITORIAL-PL	10.95	
			001 - 576 80 41 02 -		CIVIC CAMPUS JANITORIAL-PA	3.28	
5395	09/08/2025	Claims	2	110959	PATRICK THOMPSON	259.00	MEDICARE PREMIUM - 09/2025
			001 - 521 10 22 00 -		LEOFF 1 BENEFITS	259.00	
5396	09/08/2025	Claims	2	110960	THRYV, INC.	125.63	MARKETING CENTER PRO - DIGITAL PARK AD - 08/21/2025 - 09/21/2025
			001 - 576 80 44 00 -		ADVERTISING	125.63	
5397	09/08/2025	Claims	2	110961	U.S. LINEN & UNIFORM	603.68	PW UNIFORM SERVICE - 08/2025
			401 - 534 50 21 00 -		UNIFORMS & EQUIPMENT	126.78	
			403 - 535 50 21 00 -		UNIFORMS & EQUIPMENT	126.78	
			402 - 537 50 21 00 -		UNIFORMS & EQUIPMENT	42.26	
			101 - 542 30 21 00 -		UNIFORMS & EQUIPMENT	126.78	
			128 - 547 10 21 00 -		UNIFORMS & EQUIPMENT	78.43	
			001 - 576 80 21 00 -		UNIFORMS & EQUIPMENT	102.65	
5398	09/08/2025	Claims	2	110962	UNION GAP WATER FUND & SEWER	19,905.87	FIRE DEPT - 08/2025; LIBRARY & COMMUNITY CENTER - 08/2025; CIVIC CAMPUS - 08/2025; PARKS - 08/2025, STREETS - 08/2025, & CITY SHOP - 08/2025
			001 - 513 10 47 00 -		CIVIC CAMPUS UTILITIES - EXEC	71.05	
			001 - 514 23 47 00 -		CIVIC CAMPUS UTILITIES-FINAN	99.10	
			001 - 514 30 47 00 -		CIVIC CAMPUS UTILITIES - CLER	89.12	
			001 - 515 31 47 00 -		CIVIC CAMPUS UTILITIES-LEGAL	43.12	
			001 - 521 50 47 00 -		PD FACILITIES CIVIC CAMP UTIL	902.36	
			001 - 522 50 47 00 -		FD FACILITIES - UTILITIES	456.32	
			001 - 524 10 47 01 -		CIVIC CAMPUS UTILITY-BUILDIN	45.51	

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			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			41.27	
			403 - 535 50 47 00 - UTILITIES			1,398.64	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			30.03	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			3.14	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			5.67	
			101 - 543 30 47 00 - UTILITIES			1,009.95	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			15.16	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN!			12.69	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			39.47	
			001 - 572 50 47 00 - UTILITIES - LIBRARY			145.88	
			001 - 575 50 47 01 - UTILITIES - COMM CTR			145.88	
			001 - 576 80 47 00 - UTILITIES			15,339.70	
			001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARKS			11.81	
5399	09/08/2025	Claims	2	110963	UNUM LIFE INSURANCE	164.40	LEOFF 1 LONG TERM CARE -
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			164.40	
5400	09/08/2025	Claims	2	110964	VALERIE VALDEZ	500.00	CLEANING/DAMAGE DEPOSIT REFUND - BARN RENTAL - 08/30/2025
			001 - 582 10 00 03 - RESERVATION DEPOSIT REFUND			500.00	
5401	09/08/2025	Claims	2	110965	VALLEY LOCK & KEY SERVICE	7.15	5 DUPLICATE KEY - PRICE LEVEL 5
			001 - 576 80 31 00 - SUPPLIES			7.15	
5402	09/08/2025	Claims	2	110966	VAN BELLE EXCAVATING	765.69	WATER DEPOSIT REFUND - UB ACCT # 15391 - 1175 MARKET STREET
			414 - 582 10 04 14 - DEPOSIT REFUND			765.69	Refund Utility Deposit
5403	09/08/2025	Claims	2	110967	VIC'S AUTO & SUPPLY UNION GAP - PW	247.17	CAR HOOP TRUCK STEP - VEH # 1021; MINIATURE BULB & MOTOR TUNE-UP 160Z; NAPA SILENT GUARD REAR DISC BRAKE PADS
			403 - 531 30 31 00 - STORMWATER - SUPPLIES			22.71	
			403 - 531 30 31 00 - STORMWATER - SUPPLIES			2.24	
			403 - 531 30 31 00 - STORMWATER - SUPPLIES			3.04	
			401 - 534 50 31 00 - SUPPLIES			11.21	
			401 - 534 50 31 00 - SUPPLIES			12.71	
			403 - 535 50 31 00 - SUPPLIES			128.77	
			403 - 535 50 31 00 - SUPPLIES			8.98	
			403 - 535 50 31 00 - SUPPLIES			10.17	
			101 - 542 30 31 00 - SUPPLIES			6.73	
			101 - 542 30 31 00 - SUPPLIES			7.63	
			101 - 542 66 31 00 - SUPPLIES			2.24	
			101 - 542 66 31 00 - SUPPLIES			2.54	
			101 - 542 67 31 00 - SUPPLIES			2.24	
			101 - 542 70 31 00 - SUPPLIES			2.24	
			101 - 542 70 31 00 - SUPPLIES			3.56	
			128 - 547 10 31 00 - OFFICE & OPERATING SUPPLIES			2.24	
			128 - 547 10 31 00 - OFFICE & OPERATING SUPPLIES			3.56	
			001 - 576 80 31 00 - SUPPLIES			6.73	
			001 - 576 80 31 00 - SUPPLIES			7.63	
5404	09/08/2025	Claims	2	110968	WA STATE DEPT OF LICENSING	93.00	CPLS - AUGUST 2025
			630 - 589 30 02 01 - WEAPONS PERMIT STATE SHAR			93.00	
5405	09/08/2025	Claims	2	110969	WA STATE PATROL	36.00	BACKGROUND CHECK - 08/2025
			001 - 521 10 41 00 - PD ADMIN PROFESSIONAL SER'			36.00	
5406	09/08/2025	Claims	2	110970	WA STATE TREASURER	14,082.78	REMITTANCE 07/25 - INVOICE CJRS
			640 - 586 00 09 01 - SCH ZONE SAFETY ST SHARE			188.67	
			640 - 586 00 15 01 - DOM VIOLENCE PREV ACCT			15.00	
			640 - 586 00 18 01 - MOTOR VEHICLE ACCOUNT			118.26	
			640 - 586 00 26 01 - DOL TECH SUPPORT			416.93	
			630 - 589 30 01 01 - STATE BUILDING CODE FEE			116.00	

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			640 - 589 30 04 01 - PSEA 1 STATE SHARE			6,118.45	
			640 - 589 30 05 01 - PSEA 2 STATE SHARE			3,709.10	
			640 - 589 30 06 01 - PSEA 3 STATE SHARE			24.17	
			640 - 589 30 07 01 - CRIME LAB/BREATH ST SHARE			40.84	
			640 - 589 30 08 01 - JIS STATE SHARE			1,829.96	
			640 - 589 30 09 01 - ST GEN FUND 93 - WA AUTO TI			753.51	
			640 - 589 30 09 02 - TRAUMA CARE STATE SHARE			751.89	
5407	09/08/2025	Claims	2	110971	WEAVER DISTRIBUTING	5.94	PLYMOUTH REVERE RED VINYL ELECTRICAL TAPE 3/4 X 60
			401 - 534 50 31 00 - SUPPLIES			1.19	
			403 - 535 50 31 00 - SUPPLIES			1.19	
			402 - 537 50 31 00 - SUPPLIES			1.19	
			101 - 542 30 31 00 - SUPPLIES			1.19	
			001 - 576 80 31 00 - SUPPLIES			1.18	
5408	09/08/2025	Claims	2	110972	GENE E. WEINMANN	90.00	CDBG COORDINATOR - 08/2025
			170 - 559 30 41 01 - PROFESSIONAL SERVICES - HOI			90.00	
5409	09/08/2025	Claims	2	110973	BARRY M WOODARD	19,727.50	PUBLIC DEFENDER - 08/2025 & PUBLIC DEFENDER INTERPRETING SVC - 08/2025
			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN			19,570.00	
			001 - 517 91 41 00 - PROFESSIONAL SERVICES			157.50	
5410	09/08/2025	Claims	2	110974	YAKIMA BINDERY	52.32	COLOR PRINT, COAT #36 - CORE VALUES SIGN
			001 - 513 10 31 00 - SUPPLIES			5.23	
			001 - 514 23 31 00 - SUPPLIES			5.23	
			001 - 514 30 31 00 - SUPPLIES			5.23	
			001 - 524 20 31 00 - SUPPLIES-BUILDING			5.23	
			401 - 534 50 31 00 - SUPPLIES			5.23	
			403 - 535 50 31 00 - SUPPLIES			5.23	
			402 - 537 50 31 00 - SUPPLIES			5.23	
			101 - 542 30 31 00 - SUPPLIES			5.23	
			001 - 558 60 31 00 - SUPPLIES			5.23	
			001 - 576 80 31 00 - SUPPLIES			5.25	
5411	09/08/2025	Claims	2	110975	YAKIMA CO DEPT OF CORRECTIONS	47,325.81	INMATE HOUSING & MEDICAL - 07/2025
			001 - 523 20 41 04 - DETENTION & CORRECTION CC			47,275.51	
			001 - 523 20 41 07 - DETENTION & CORRECTION-M			50.30	
5412	09/08/2025	Claims	2	110976	YAKIMA CO PUBLIC SERVICES	181.01	YARD WASTE & GARBAGE DISPOSAL - 08/15/2025 &
			101 - 542 30 49 00 - MISCELLANEOUS			181.01	
5413	09/08/2025	Claims	2	110977	YAKIMA CO TREAS PROSECUTING	207.36	REMITTANCE - 07/2025
			633 - 586 00 00 00 - CRIME VICTIMS COMP CNTY SH			207.36	REMITTANCE - 7/2025
5414	09/08/2025	Claims	2	110978	YAKIMA COOPERATIVE ASSN	1,311.58	#2 DIESEL DYED - 122.9000 GALLONS - AHTANUM YOUTH PARK; BULK PROPANE - 11.8000 GALLONS - SHOP; CLERK/TREASURER VEHICLE FUEL - 12.8840 GALLONS - 08/27/2025; #2 DIESEL DYED - 142.0000 GALLONS - AHTANUM
			001 - 514 23 32 00 - FUEL			27.25	
			001 - 514 30 32 00 - FUEL			27.24	
			401 - 534 50 32 00 - FUEL			7.26	
			403 - 535 50 32 00 - FUEL			7.26	
			402 - 537 50 32 00 - FUEL			7.26	
			101 - 542 30 32 00 - FUEL			7.26	
			001 - 576 80 32 00 - FUEL			567.96	
			001 - 576 80 32 00 - FUEL			7.25	

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			001 - 576 80 32 00 - FUEL			652.84	
5415	09/08/2025	Claims	2	110979	YAKIMA HUMANE SOCIETY	2,680.00	ANIMAL CONTROL INTAKE SERVICES - 08/2025 & FERAL CAT PROGRAM
			001 - 554 30 41 00 - PROF SERVICES-ANIMAL CONTI			2,500.00	
			001 - 554 30 41 01 - PROF SERVICES - FERAL CAT CC			180.00	
5416	09/08/2025	Claims	2	110980	YAKIMA REG.CLEAN AIR AUTHORITY	896.50	2025 SUPPLEMENTAL INCOME PRO RATA SHARE - 3RD QTR 2025
			001 - 553 70 49 00 - POLLUTION CONTROL			896.50	
5417	09/08/2025	Claims	2	110981	YAKIMA VALLEY SPORTS COMMISSION	26,000.00	2025 YAKIMA VALLEY SPORTS COMMISSION ADMINISTRATIVE FEE - 2ND QTR 2025; 2025 YAKIMA VALLEY SPORTS COMMISSION ADMINISTRATIVE FEE - 3RD QTR
			107 - 557 30 41 07 - YAKIMA VALLEY SPORTS COMM			13,000.00	
			107 - 557 30 41 07 - YAKIMA VALLEY SPORTS COMM			13,000.00	
5418	09/08/2025	Claims	2	110982	YAKIMA VALLEY TOURISM	22,000.00	2025 TOURISM PROMOTION CONTRACT - 2ND QTR; 2025 TOURISM PROMOTION CONTRACT - 3RD QTR
			107 - 557 30 41 00 - YAKIMA VALLEY TOURISM			11,000.00	
			107 - 557 30 41 00 - YAKIMA VALLEY TOURISM			11,000.00	
5419	09/08/2025	Claims	2	110983	YORKS PEST CONTROL, LLC	281.32	GENERAL PEST CONTROL - CIVIC CENTER - 06/04/2025; GENERAL PEST CONTROL - LIBRARY & COMMUNITY CENTER - 06/04/2025
			001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-			6.82	
			001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-			9.51	
			001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-			8.55	
			001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-			4.14	
			001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M			86.59	
			001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-			4.37	
			401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-			3.96	
			403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-			2.88	
			402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-			0.30	
			101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-			0.54	
			101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-			1.45	
			128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-			1.22	
			001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-			3.79	
			001 - 572 50 48 00 - REPAIRS & MAINTENANCE - LIE			73.04	
			001 - 575 50 48 01 - REPAIRS & MAINT - COMM CTF			73.03	
			001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE			1.13	
			001 Current Expense Fund			148,903.72	
			101 Street Fund			4,113.31	
			107 Lodging Tax Fund			52,666.34	
			128 Transit System Fund			295.12	
			132 Community Events Fund			5,918.66	
			170 Housing Rehabilitation Fund			90.00	
			305 Regional Beltway Connector Fund			13,714.39	
			321 Street Development Reserve Fund			32,669.49	
			401 Water Fund			116,904.98	
			402 Garbage Fund			10,991.12	
			403 Sewer Fund			10,063.53	
			404 Water Improvement Reserve			-480.99	
			405 Sewer Improvement Reserve			21.37	
			414 Water Deposits			1,784.97	
			630 General State/County-Shared Rev Fund			209.00	
			633 Crime Victims Comp Cnty Share			207.36	
			640 Court Revenue Fund			13,966.78	



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		650 YVCRU Fund				2,807.05	
						<u>414,846.20</u>	Claims: 414,846.20