

**UNION GAP CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**MONDAY SEPTEMBER 23, 2024 – 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 an 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 September 9, 2024, as attached to the Agenda and maintained in electronic format

*B. Approve Vouchers:*

Claim Vouchers – EFT's, and Check No's 109126 through 109192 for September 23, 2024 in the amount of \$451,046.58

Payroll Vouchers – EFT's, and Check No's 109044, 109045 and 109117 through 109125 for the month of August 2024, in the amount of \$482,974.82

Advance Travel Vouchers – Check No's 1320 through 1322 in the amount of \$866.47

**III. GENERAL ITEMS**

**Special Presentations**

1. WSTC - Jim Restucci
2. 2025 YVCOG Final Budget – Chris Wickenhagen, Executive Director



**Public Works & Community Development**

1. Public Hearing – Yakima MSA Limited Partnership Franchise Agreement
2. Ordinance No. - \_\_\_\_\_ - Yakima MSA Limited Partnership Franchise Agreement
3. **CANCELLED** - Public Hearing – Regional Beltway Benefit Area Sanitary Sewer;
4. Resolution No. - \_\_\_\_\_ - HLA Task Order 2017-03 Addendum No. 3 Water Rights Administration Project
5. Ordinance No. - \_\_\_\_\_ - Amending UGMC Chapter 17 Electric Vehicles
6. Resolution No. - \_\_\_\_\_ - Interlocal Agreement with City of Yakima for Stormwater Laboratory Services

**City Manager**

1. Discuss letter to State Supreme Court Relating to the Revised Caseload Standards

**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**

**Proposed Preliminary Budget - Revenue 2025**  
**Yakima Valley Conference of Governments**

Revenue Description	2024 Actual (6/30/24)	2024 Budget	2025 Proposed Budget
<b>Beginning Fund Balance</b>		\$400,000	\$400,000
Gen'l Assessment	\$141,329	\$139,627	\$146,446
Misc Revenue (copies, posters)	\$550	\$300	\$550
Assoc Membership Fees	\$1,000	\$3,000	\$3,000
Other Income (Rebates)	\$462	\$1,150	\$1,000
Other Non-Revenues	\$0	\$1,543	\$0
Sale of Scrap & Junk	\$0	\$500	\$500
<b>Total Administration</b>	<b>\$143,341</b>	<b>\$146,120</b>	<b>\$151,496</b>
LCL Membership	\$231,828	\$236,672	\$381,090
LCL Membership (ARPA)	\$260,500	\$664,740	\$694,000
LCL Commerce Oper. Grant			\$154,000
LCL Commerce Design Grant			\$194,000
LCL Contributions GESA	\$8,000	\$0	\$0
LCL Contributions YkNat		\$0	\$0
<b>Total Crime Lab</b>	<b>\$500,328</b>	<b>\$901,412</b>	<b>\$1,423,090</b>
Intergov-Local Match WSDOT	\$72,569	\$74,268	\$82,959
Intergov -Local Transit	\$0	\$6,700	\$8,000
CTR - Plans & Progr WSDOT	\$47,514	\$100,000	\$100,000
CMAQ Grant	\$0	\$230,000	\$230,000
Human Services Transp Plan	\$0	\$0	\$10,000
STPUS	\$422,891	\$610,000	\$600,700
Transit Feasibility Study	\$0	\$25,000	\$10,000
Safety Action Plan			\$150,000
FHWA-DOT-Metro Plan (PL)	\$0	\$375,000	\$400,000
FTA-DOT-Metro Plan Grant	\$0	\$110,000	\$150,000
RTPO-WSDOT	\$65,778	\$98,000	\$98,000
<b>Total Transportation</b>	<b>\$608,752</b>	<b>\$1,628,968</b>	<b>\$1,839,659</b>
Kresge (carry forward)		\$150,000	\$0
CLEP	\$51,141	\$165,000	\$165,000
Toppenish CDBG PSA (Sr Assist)	\$102,730	\$385,000	\$0
YCDA		\$15,000	\$0
<b>Total Human Services</b>	<b>\$153,871</b>	<b>\$715,000</b>	<b>\$165,000</b>
Council Retreat Facilitation	\$4,238	\$0	\$12,000
Elected Officials Sponsor	\$2,500	\$0	\$3,000
<b>Total Local Governmental</b>	<b>\$6,738</b>	<b>\$0</b>	<b>\$12,000</b>
Tieton Middle Housing		\$0	\$5,000
Wapato Park Plan	\$25,155	\$0	\$5,000

Comprehensive Climate Element		\$120,000	\$468,500
Comprehensive Plan Update	\$0	\$115,000	\$450,000
<b>Total Long Range Planning</b>	<b>\$25,155</b>	<b>\$235,000</b>	<b>\$923,500</b>
<b>Total Current Planning</b>	<b>\$70,236</b>	<b>\$230,500</b>	<b>\$225,500</b>
<b>Total 2025 Revenue</b>	<b>\$1,508,421</b>	<b>\$3,857,000</b>	<b>\$5,140,245</b>

**Proposed Preliminary Budget - Expenditures 2025 Yakima Valley Conference of Governments**

<b>Expenditure Description</b>	<b>2024 Actual (6/30/24)</b>	<b>2024 Budget</b>	<b>2025 Proposed Budget</b>
Salaries	733,756	1,700,000	1,700,000
Personnel Benefits	227,862	650,000	650,000
<b>Total Salaried &amp; Benefits</b>	<b>\$961,618</b>	<b>\$2,350,000</b>	<b>\$2,350,000</b>
Office & Operating Supplies	6,570	24,000	12,000
Small Tools and Minor Equip	12,374	3,000	12,000
Lab Supplies	27,572	0	48,000
<b>Total Supplies</b>	<b>\$46,516</b>	<b>\$27,000</b>	<b>\$72,000</b>
Professional Services	325,908	1,142,800	2,020,000
Communications-Telephone	6,594	13,500	13,000
Communication-Postage	407	1,500	1,500
Travel	21,657	100,000	100,000
Advertising	6,984	17,000	35,000
Operating Rentals and Leases	47,930	87,000	180,000
Insurance	24,411	24,500	33,000
Repair and Maintenance	837	4,500	2,500
Registrations	53,000	49,000	60,000
Subscriptions			56,000
Dues/Memberships	32,840	30,000	30,000
Assets/Equipment			10,000
Vehicle	10,007	10,000	32,500
Other		200	144,745
<b>Total Services and Charges</b>	<b>\$530,575</b>	<b>\$1,480,000</b>	<b>\$2,718,245</b>
<b>Total 2025 Expenditures</b>	<b>\$1,538,709</b>	<b>\$3,857,000</b>	<b>\$5,140,245</b>



## City Council Communication

**Meeting Date:** September 23, 2024  
**From:** Jason Cavanaugh, Director of Public Works & Community Development  
**Topic/Issue:** Public Hearing; Yakima MSA Limited Partnership Franchise Agreement

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**SYNOPSIS:** At the September 9, 2024 meeting, Council set a Public Hearing for tonight at 6:00 p.m.

**RECOMMENDATION:** Conduct a Public Hearing.

**LEGAL REVIEW:** Reviewed by the City Attorney.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Public Hearing Notice

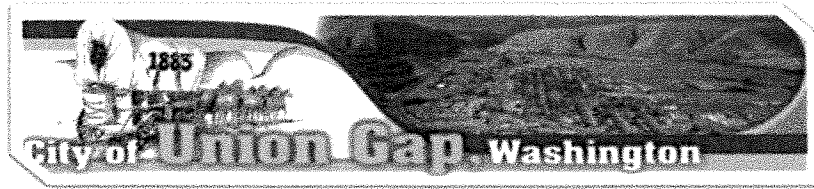
***NOTICE OF PUBLIC HEARING  
CITY OF UNION GAP, WASHINGTON***

NOTICE IS HEREBY GIVEN that on Monday, September 23, 2024, at 6:00 p.m., or as soon thereafter as possible, the Union Gap City Council will conduct a public hearing. The purpose of the hearing is to receive comments on a Franchise Agreement with Yakima MSA Limited Partnership.

All interested persons may provide testimony on the Franchise Agreement with Yakima MSA Limited Partnership. At the conclusion of the Public Hearing, the Council will make a final determination concerning proposed amendments. Comments may also be emailed to the City Clerk at [Lynette.bisconer@uniongapwa.gov](mailto:Lynette.bisconer@uniongapwa.gov) or mailed to P.O. Box 3008, Union Gap, Washington, 98903 prior to 5:00 p.m. on September 23, 2024.

DATED this 9<sup>th</sup> day of September 2024.

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



## City Council Communication

**Meeting Date:** September 23, 2024  
**From:** Jason Cavanaugh, Director of Public Works & Community Development  
**Topic/Issue:** Ordinance - Yakima MSA Limited Partnership Franchise Agreement

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**SYNOPSIS:** The City conducted a public hearing on September 23, 2024 to take comments regarding this topic.

**RECOMMENDATION:** Adopt an Ordinance granting Yakima MSA Limited Partnership Franchise Agreement a non-exclusive franchise to construct, operate, and maintain a telecommunication system within the City of Union Gap.

**LEGAL REVIEW:** Reviewed by the City Attorney.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Yakima MSA Limited Partnership Franchise Agreement



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

**CITY OF UNION GAP, WASHINGTON AN ORDINANCE OF THE CITY OF UNION GAP, WASHINGTON, GRANTING YAKIMA MSA LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF UNION GAP.**

This MASTER FRANCHISE AGREEMENT (“**Agreement**”) is made as of the date of the last signature below (“**Effective Date**”), is made by and between the City of Union Gap, Washington (“**The City**”) and Yakima MSA Limited Partnership, a Delaware limited partnership (“**Franchisee**”), with its principal offices located at 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631. The City and Franchisee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

**RECITALS**

**WHEREAS**, The City is the owner, of certain streetlight poles, utility poles, traffic signal poles (“**City Poles**”) and/or property within the right-of-way, which is owned and/or managed by the City; and

**WHEREAS**, Franchisee is duly authorized and licensed by the Federal Communications Commission to provide wireless services within Union Gap’s territorial boundaries; and

**WHEREAS**, Franchisee desires to access the right-of-way to construct Franchisee owned or operated new wireless support structures (“**Franchisee Poles**”) used to support Small Cell Wireless Facilities, and install, own, lease, and/or operate Small Cell Wireless Facilities on or supported by City’s Poles and third-party owned utility and/or streetlight poles within the right-of-way; and

**WHEREAS**, for the purposes of this agreement, Small Cell Wireless Facilities (“**Facilities**” or “**Facility**”) is defined as equipment and a communications network which includes all of the following: (a) pole-mounted and ground-mounted equipment associated with wireless service; (b) radio transceivers, Antennas, or coaxial, metallic, or fiber-optic cable located on, in, under, or otherwise adjacent to a Pole; (c) regular and backup power supplies; (e) wireless equipment housed within an associated wireless or slab-mounted equipment cabinet; and

**WHEREAS**, the City and Franchisee acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

**WHEREAS**, the City and Franchisee desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular locations at which the City may wish to permit Franchisee to install, maintain and operate Facilities as hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

## **AGREEMENT**

**THE PARTIES AGREE** as follows:

### **I. Premises**

Pursuant to all terms and conditions of this Agreement, the City agrees to license to Franchisee certain space on or upon the right-of-way and City's Poles (collectively, "Premises") for the installation, operation, modification, maintenance and repair of Franchisee Facilities and Poles; together with the non-exclusive right of ingress and egress from the right-of-way, seven (7) days a week, twenty four (24) hours a day for the purpose of installation, operation, maintenance, repair and modification of Franchisee's Facilities. In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the specific location agreed upon, the City agrees to grant Franchisee the right to install such utilities on, over and/or under the Premises for Franchisee's Facilities as necessary for Franchisee to operate its Facilities, but only from duly authorized provider of such utilities, provided the location of such utilities shall be approved by the City.

### **II. Master License Term**

The Franchise granted hereunder shall be for a term of five (5) years commencing upon the Effective Date of this Master Franchise Agreement, unless otherwise lawfully terminated in accordance with the terms of this agreement and shall automatically renew for four(4) additional five (5) year periods (each a "Master Renewal Term") thereafter, unless Licensee notifies Licensor of its intent not to renew at least one hundred and twenty (120) days prior to the end of the then current Master Initial or Renewal Term.

### **III. Other Franchises**

This Franchise shall not be construed as any limitation upon the right of the City to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other Rights-of-Way, public way or public places. The City specifically reserves the right to grant at any time during the term of this Franchise or renewal thereof, if any, such additional Franchises as it deems appropriate.

### **IV. Waivers**

- A. The failure of the City on one or more occasions to exercise a right or to require compliance or performance under this Franchise, or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City, nor shall it excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the City.
- B. No waiver by the City of any breach or violation of any provision of this Franchise or any ordinance shall be deemed to be a waiver or a continuing waiver by the City of any subsequent breach or violation of the same or any other provision. Neither the granting of the Franchise, nor any provision herein, nor any action by the City hereunder shall constitute a waiver of or a bar to the exercise of any governmental right or power of the City, as provided for under state and federal law, including without limitation the right of eminent domain.
- C. No waiver of any provisions of this Franchise by the City shall be effective unless authorized in writing by the City.

**V. Permit Application & Issuance Process**

A. Permit Required.

- i. In addition to this agreement, in order for the Franchisee to be allowed to occupy or use the Right-of-Way of the City, Franchisee shall apply for a Small Cell Permit (“Permit”) for the installation or placement of each Small Cell Wireless Facility. A Permit is not required for routine maintenance or repairs, emergency access, including like-for-like replacement, but notice shall be provided as set out in UGMC 11.38.410.
- ii. It is understood that Franchisee may collocate Facilities on existing utility poles, City Poles, and/or build new Franchisee Poles or replace existing poles for the purpose of collocation of such facilities which would comply with all encroachment and building permits, and all applicable City, state and federal specifications, and Laws.
- iii. Franchisee may, at Franchisee’s sole cost, replace existing poles or infrastructure if structural or engineering analysis deem that a pole replacement or infrastructure upgrade is necessary to support Franchisee’s Small Cell Wireless Facilities. Upon installation of the replacement Pole or infrastructure upgrade, title to such Pole shall transfer to the City as is with no guarantee or warranty, express or implied, without the need for a bill of

sale. The City shall thereafter be responsible for the maintenance and repair of such replacement Pole or infrastructure upgrade.

- iv. Franchisee shall be allowed, at Franchisee's discretion, to file a consolidated application and receive a single permit for the collocation of up to five (5) Facilities so long as the collocations each involve substantially the same type of Facilities and substantially the same type of structure. If an application includes multiple Facilities, the City may remove Facility collocations from the application and treat separately Facility collocations for which incomplete information has been provided, that do not qualify for consolidated treatment, or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.
- v. Franchisee shall secure a permit from the City to work within rights-of-way for activities that affect traffic patterns or require lane closures.
- vi. Whenever Franchisee shall commence work in any public Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its Facilities, it shall apply to the City for a permit to do so and, in addition to receiving the permit, shall give the City at least ten (10) working days prior notice (except in the case of an emergency) of its intent to commence work in the Rights-of-Way. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable City Public Works Engineering and Construction Standards . In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise ordinance.

**B. Review of Permit Application.**

*i. Complete Application.*

The City shall review Franchisee's Permit Application for completeness before reviewing the application on its merits.

- a. A complete Permit Application is an application that provides the City with all the information listed on the Permit Application (application form is attached as Exhibit A) and all information

necessary under this Agreement for the City to begin to examine the affected Poles.

- b. If Franchisee submits an incomplete Permit Application, the City shall, within ten (10) business days, inform Franchisee of that fact and provide a list of information that still needs to be provided. If the resubmitted Permit Application is still incomplete, the City shall, within five (5) business days, inform Franchisee of that fact and provide a list of information that still needs to be provided.

ii. *Issuance of Permit.*

- a. Upon receipt of a complete Permit Application, the City will review the Permit Application within the specified time frames as follows:

To collocate a Small Wireless Facility using an existing structure: 60 days.

To collocate a facility other than a Small Wireless Facility using an existing structure: 90 days

To deploy a Small Wireless Facility using a new structure: 90 days.

To deploy a facility other than a Small Wireless Facility using a new structure: 150 days.

- b. Within the periods as set forth in paragraph (a) the City will either approve or deny a Facility by issuing a Notice of Permit Approval or Denial Form for each Facility, attached as Exhibit B.
- c. During such period, the City will discuss any issues with Franchisee, including any unusual engineering or design requirements associated with the Permit Application.
- d. If the City denies a Permit, it shall do so in writing and provide an explanation of the reasons the Permit was denied on the Notice of Permit Approval or Denial form, attached as Exhibit B.
- e. Each approved Permit shall have an initial term (“Permit Initial Term”) five (5) years commencing upon date of issuance or approval and shall automatically renew for four (4) additional five (5) year periods thereafter (“Permit Renewal Terms”), unless

earlier terminated by the City by giving notice of non-renewal prior to the end of the then-current Permit Initial or Renewal Term.

- f. Franchisee may terminate individual Permits at any time for any reason upon written notice to the City. Upon termination of a specific site or location, Franchisee shall remove equipment within ninety (90) days of termination. Franchisee shall have no further obligations or liability with regard to the terminated site, including no obligation for payment of recurring annual fees pertaining to the specific site.

C. Application Requirements.

For each Facility, Franchisee shall submit an application to the City for a permit that includes:

- i. The location where each proposed Facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed Facility would be mounted or location where utility poles or structures would be installed;
- ii. Specifications and drawings for each proposed Facility covered by the application as it is proposed to be installed;
- iii. The equipment type and model numbers for the antennas and all other wireless equipment associated with the Facility; and
- iv. The application fee due.

D. Application Fees.

Application fees are subject to the following requirements:

- i. Franchisee shall pay an application fee of five-hundred dollars (\$500.00) for up to five (5) sites and one-hundred dollars (\$100.00) for each additional site for an application to collocate a single Facility on an existing utility pole or wireless support structure.
- ii. Franchisee shall pay an application fee of one-thousand dollars (\$1,000.00) for each Facility addressed in an application for the installation of a Franchisee Pole or wireless support structure.

- iii. Franchisee shall pay an application and review fee of five thousand dollars (\$5,000.00) to cover actual and identified expenses incurred by the City staff and attorney/consultant for related time and fees associated with the review of a master right-of-way use authorization/franchise negotiations.
- iv. Notwithstanding any contrary provision of any applicable Laws, applications pursuant to this Section must be accompanied by the required application fee.

## **VI. Make-Ready Work**

If in the reasonable judgment of the City, the accommodation of any of Franchisee's requested Attachments necessitate make-ready work, the City shall provide to Franchisee within fourteen (14) days of the approved application, a detailed list of the make-ready work needed to accommodate the proposed Facilities along with a cost estimate to complete the work and additional hourly time spent by the City to complete the detailed list not to exceed five (5) hours. After receipt of the make-ready cost estimate, Franchisee may approve or reject the estimate.

If Franchisee approves the make-ready work and estimate, Franchisee shall provide the City notice of such approval along with pre-payment of the estimated costs.

The City shall complete any required make-ready work within sixty (60) days for attachments within the communications space and ninety (90) days for work above the communications space. Upon completion of the make-ready work, any unused portion of the Franchisee's pre-payment shall be refunded within thirty (30) days. If the reasonable and actual costs of the make-ready work exceed the pre-payment amount, then the City shall invoice Franchisee for the difference.

## **VII. One-Touch Make-Ready Work**

Franchisee may elect One-Touch Make-Ready (OTMR) for simple make-ready work. When Franchisee elects OTMR, Franchisee agrees to conduct a survey and provide the City and any existing attachers with three (3) days advance notice of the survey. If the result of the survey indicates that the make-ready involves a mix of simple and complex make ready work, the Franchisee has discretion to determine whether to bifurcate the work and complete the simple make-ready work under the OTMR process while it waits for the complex work to be completed. After the survey, Franchisee will submit a Pole Attachment Application and indicate whether it is electing to use the OTMR process and identify the simple make-ready to be performed. The City shall have fifteen (15) days to grant a complete application.

Franchisee shall use a City approved contractor to perform OTMR work, except when the City does not provide a list of approved contractors, in which case Franchisee must use a qualified contractor. Franchisee may proceed with OTMR work after providing the City and existing attaching entities at least fifteen (15) days advance written notice. This notice period may run concurrently with the City's review of application. The notice will provide the date and time of the make-ready work, a description of the make-ready work involved, a reasonable opportunity to be present when the make-ready work is being performed and the name of the contractor chosen by the Franchisee to perform the OTMR work.

When OTMR work is complete, the Franchisee will provide notice within fifteen (15) days to the City and any existing attaching entities that OTMR work has been performed with respect to a particular pole. The City and existing attachers have ninety (90) days to inspect the OTMR work. The City and existing attachers have fourteen (14) days from completion of inspection to notify Franchisee of any damage.

## **VIII. Removal, Relocation & Restoration**

### **A. General Restrictions.**

In the event the City, in its reasonable discretion deems it necessary to remove, relocate or replace a City Pole due to public health and/or safety or due to a Public Project, The City shall notify Franchisee at least one hundred and twenty days (120) days prior of the need to remove or relocate its Facility. In such event, the City shall provide options for alternative locations for Franchisee relocation of equipment which shall be in a mutually agreeable location. Franchisee shall be solely responsible for all costs related to the relocation of its Facility to the alternative location. In the event that a suitable alternative location cannot be identified, Franchisee may terminate the applicable permit upon notice.

Prior to doing any work in the Rights-of-Way, Franchisee shall follow established procedures, including contacting the Utility Notification Center if applicable and complying with all applicable State statutes regarding the One Call Locator Services pursuant to Chapter 19.122 RCW.

### **B. Removal at End of Term.**

Franchisee shall, upon expiration of the Permit Initial or Renewal Term, or within ninety (90) days after any earlier termination of a Permit, remove its equipment, conduits, fixtures and all personal property and restore the premises to its original condition, reasonable wear and tear and casualty damage not caused by Franchisee excepted. The City agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Franchisee shall remain the personal property of Franchisee and Franchisee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws.



During the period of removal, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of removal as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

## **IX. Safety Requirements**

1. Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. Additionally, Franchisee shall keep its Facilities free of debris and undue vibration, heat, noise, or any interference with City services. Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Licensee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.
2. If an unsafe condition or a violation of Section 1 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City for actual staff time.
3. Additional safety standards include:
  - (a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities.

- (b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, State, and local regulations, ordinances, and laws.
- (c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

4. Stop Work Order:

Stop Work Order. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City by way of a Stop Work Order. The Stop Work Order shall:

- (a) Be in writing;
- (b) Be given to the person doing the work or posted on the work site;
- (c) Indicate the nature of the alleged violation or unsafe condition; and
- (d) Establish conditions under which work may be resumed.

**X. Restoration After Construction**

1. Franchisee shall, promptly after installation, construction, relocation, maintenance, or repair of its Facilities, or within sixty (60) days after abandonment approved pursuant to Section 18, remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or anyone doing work for Franchisee nor for reasonable wear and tear. The Public Works Director or his/her designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.
2. Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the City. All work by Franchisee pursuant to this

Franchise shall be performed in accordance with applicable City Public Works Engineering and Construction Standards and warranted for a period of two (2) years.

3. If conditions (e.g. weather) make the complete restoration required under this Section impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.
4. In the event Franchisee does not repair or restore a Right-of-Way as required under this Section or an improvement in or to a Right-of-Way, then upon thirty (30U) days' notice to Franchisee, the City may repair the damage and shall be reimbursed its actual cost within sixty (60) days of submitting an invoice to Franchisee. In addition, the City may bill Franchisee for expenses associated with the inspection of such restoration of work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City.
5. The provisions of this Section shall survive the expiration or termination of this Franchise so long as Franchisee continues to have Facilities in the Rights-of-Way and has not completed all restoration to the City's standards.

## **XI. Temporary Power**

Franchisee shall be permitted at any time during the Master or Permit Term to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary metered power source, and all related equipment and appurtenances within the Premises, or elsewhere within the right-of-way in such locations as reasonably approved by the City. Franchisee shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by the City.

## **XII. Interference**

Franchisee's operation of the Facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. Franchisee shall install Facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a Facility causes such interference, and Franchisee has been given written notice of the interference by the public safety

agency, Franchisee, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the Facility and later powering up the Facility for intermittent testing, if necessary. The City may terminate a Permit for a Facility based on such interference if Franchisee is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

### **XIII. Condition of Premises**

Where the Premises includes one or more City-owned poles, the City covenants that it will keep the poles in good repair as required by all federal, state, county and local laws. If the City fails to make such repairs, including maintenance, within ninety (90) days of any notification to the City, the Franchisee shall have the right to cease annual rental for the affected poles until affected poles are repaired to good repair. If the City fails to make repairs or necessary maintenance to affected poles, then Franchisee may terminate the specific permit for the site and remove its facilities.

### **XIV. Monthly Recurring Fees**

An annual Permit fee of two hundred and seventy dollars (\$270.00) for each Small Cell Wireless Facility installed within the right-of-way shall be paid to the City by Franchisee. Pursuant to the terms of this Agreement, the Franchisee shall pay the initial permit and license fee upon issuance of each Permit, prorated to December 31<sup>st</sup> of the same year. Not later than January 1<sup>st</sup> of each succeeding year the Franchisee shall pay pole rental to the City for that year. The City shall send to Franchisee (at the address specified in Section XXI) an invoice for such amount at least sixty (60) days before such amount becomes due.

### **XV. Default**

In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the 30 days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended based on circumstances.

In the event of a default without cure by either Party with respect to a material provision of this Agreement, the non-defaulting Party may terminate the applicable Permit.

#### **XVI. Damaged Poles and Facilities**

If a City Pole is damaged or downed for any reason, and as a result is not able to safely hold the Facilities, the City will repair or replace City's Pole within thirty (30) days of notice or knowledge of the damage. If City becomes aware of damage to a City Pole that supports Franchisee's Facilities, the City shall notify Franchisee's Network Operations Center at (800) 510-6091 as soon as practicable. The parties will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a City Pole that impacts Franchisee's use of the City Pole, Franchisee may, with the City's prior approval, which shall not be unreasonably withheld, repair or replace the City Pole with a like-kind City Pole at Franchisee's own expense, less the reasonable costs of labor and materials, including pole cost. Franchisee may reinstall its Facilities after a damaged City Pole has been repaired or replaced. Franchisee may temporarily use an alternative location reasonably acceptable to the Parties during repair or restoration of a City Pole. Franchisee acknowledges and agrees that Franchisee, subject to Section XII, bears all costs for relocation or replacement of its Facilities and Franchisee's Poles, and materials installed in the right-of-way or on City's Poles pursuant to this Agreement.

#### **XVII. Insurance**

The Parties shall carry and maintain, at their own respective cost and expense, the following insurance: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000) covering personal injury and property damage, completed operations, independent Licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000); and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of Two Million Dollars (\$2,000,000). The insurance requirements of the City are satisfied by its membership in Washington Cities Insurance Authority, a municipal risk pool.

#### **XVIII. Indemnification**

Each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to, or

caused by, the negligence or willful misconduct of the indemnified Party, or its employees, contractors. The indemnified Party shall provide the indemnifying Party with prompt, written notice of any written claim covered by this indemnification or agents.

**XIX. Limitation of Liability**

Neither Party shall be liable to the other for consequential, indirect, special, or punitive damages including, but not limited to lost revenue, loss of equipment, interruption or loss of service, or loss of data.

**XX. Environmental Warranty**

The City hereby represents and warrants to Franchisee that the City has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Premises, and that the City has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon. Notwithstanding the foregoing, the City agrees to protect, indemnify and hold harmless Franchisee from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Franchisee after Permit approved.

**XXI. Assignment**

Neither Party will have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, of the other Party, except that Franchisee may assign or transfer this Agreement: (a) to a successor as a result of a merger, consolidation, acquisition, reorganization, or sale of all or substantially all of Franchisee's assets; or (b) to an affiliate of Franchisee. The terms and conditions of this Agreement will inure to the benefit of, and will be binding upon, each Party's successors and permitted assigns.

**XXII. Entire Agreement**

This Agreement and each Permit constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements related thereto. There are no representations or understandings of any kind related thereto not set forth therein. Both Parties acknowledge and agree that neither has relied on any estimates of the potential number of Facilities that may be licensed or potential rental amounts under

this Agreement as an inducement to enter into this Agreement and that any such estimates shall not constitute a representation or warranty. Any amendments to this Agreement must be in writing and executed by both parties.

### **XXIII. Force Majeure**

The obligations hereunder of a Party will be suspended while and to the extent that such Party is prevented from complying herewith in whole or in part by any event beyond the reasonable control of such party, which for purposes of this Agreement will include acts of God, earthquakes, unavoidable accidents, laws, rules, regulations, or orders of government authorities (including travel advisories, warnings or bans by a federal or international health agencies,) acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, disease outbreaks, epidemics and quarantines, embargoes, or any other similar event or cause that could not reasonably be avoided by such party, including by maintenance of reasonable disaster recovery measures.

### **XXIV. Compliance with Laws**

Each Party shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws").

### **XXV. Notices**

Notices permitted or required under this Agreement related to the following matters, must be in writing and delivered by personal delivery, by certified mail or by overnight carrier mail, return receipt requested to the parties at the addresses below set forth: (a) notices of default; (b) notices intended to amend this Agreement; and (c) notices of termination.

#### **THE CITY:**

City Manager  
Sharon Bounds  
102 West Ahtanum Rd  
Union Gap, WA 98903

#### **FRANCHISEE:**

Yakima MSA Limited Partnership, a Delaware limited partnership  
Attention: Real Estate Lease Administration  
8410 W. Bryn Mawr Avenue  
Chicago, Illinois 60631

Copy to:

USCC Services, LLC  
Attention: Real Estate Lease Administration  
8410 W. Bryn Mawr Avenue  
Chicago, Illinois 60631

Any Party hereto may, by giving five (5) days written notice to other in the manner herein stated, designate any other address in substitution of the address shown above which notices shall be given.

**XXVI. Severability**

If any of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will be enforceable to the maximum extent possible.

**XXVII. Electronic Signature**

This Agreement may be executed using facsimile, scanned email, or electronic signatures and each facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version.

[END OF AGREEMENT – SIGNATURE PAGE TO FOLLOW]



SIGNATURE PAGE TO  
MASTER FRANCHISE AGREEMENT

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the dates below.

City of Union Gap, Washington

FRANCHISEE:  
Yakima MSA Limited Partnership  
**By: United States Cellular Operating  
Company of Yakima**  
Its; General Partner

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PASSED** by the City Council of the City of Union Gap, Washington after the first reading on the 23<sup>rd</sup> day of September, 2024.

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

ATTEST:

APPROVED AS TO FORM:

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

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



## City Council Communication

**Meeting Date:** September 23, 2024  
**From:** Jason Cavanaugh, Director of Public Works & Community Development  
**Topic/Issue:** Public Hearing – Regional Beltway Benefit Area for Sanitary Sewer

---

**SYNOPSIS:** At the August 26, 2024 meeting, Council set a Public Hearing for September 23, 2024 at 6:00 p.m.

**RECOMMENDATION:** Conduct a Public Hearing.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** Certified mailing was sent to all parcels in the benefit area; per RCW 35.91.060.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**


1. Public Hearing Notice
2. Exhibit 4 and Table 1 of Ordinance
3. Proof of Certified Mailings

*NOTICE OF PUBLIC HEARING  
CITY OF UNION GAP, WASHINGTON*

NOTICE IS HEREBY GIVEN that on Monday, September 23, 2024, at 6:00 p.m., or as soon thereafter as possible, the Union Gap City Council will conduct a public hearing. The purpose of the hearing is to receive comments on the proposed Benefit Area.

All interested persons may provide testimony on the proposed Benefit Area. At the conclusion of the Public Hearing, the Council will make a final determination concerning the proposal. Comments may also be emailed to the City clerk at [Lynette.bisconer@uniongapwa.gov](mailto:Lynette.bisconer@uniongapwa.gov) or mailed to P.O. Box 3008, Union Gap, Washington, 98903 prior to 5:00 p.m. on September 23, 2024.

DATED this 27<sup>th</sup> day of August 2024.

  
Lynette Bisconer, City Clerk

ASSESSOR\_N  
 18120144406 ✓  
 18120144407 ✓  
 18120144410 ✓  
 18120144411 ✓  
 18120144414 ✓  
 18121211001 ✓  
 19120633411 ✓  
 19120633412 ✓  
 19120633413 ✓  
 19120633414 ✓  
 19120633419 ✓  
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 19120633421 ✓  
 19120711400 ✓  
 19120711401 ✓  
 19120711402 ✓  
 19120711403 ✓  
 19120711404 ✓  
 19120711405 ✓  
 19120711406 ✓  
 19120721400 ✓  
 19120742400 ✓

5899 526 2000 0142 2202

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Yakima, WA 98905

Certified Mail Fee	\$4.85	0704
Extra Services & Fees (check box and fee)	\$4.10	4
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.77	
<b>Total Postage and Fees</b>	<b>\$10.72</b>	

09/06/2024

Sent to: AMARJIT SINGH NIJJAR  
 36 EAGLE CREST DRIVE  
 UNION GAP, WA 98903

PS Form 3800, April 2017 (PSN 7530-02-000-9000) See Reverse for Instructions

0999 526 2000 0142 2202

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Yakima, WA 98902

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Extra Services & Fees (check box and fee)	\$4.10	4
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.77	
<b>Total Postage and Fees</b>	<b>\$10.72</b>	

09/06/2024

Sent to: JUAN MARIA C BADILLO  
 2606 ENGLEWOOD AVE  
 YAKIMA, WA 98902

PS Form 3800, April 2017 (PSN 7530-02-000-9000) See Reverse for Instructions

4899 526 2000 0142 2202

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.77	
<b>Total Postage and Fees</b>	<b>\$10.72</b>	

09/06/2024

Sent to: HANSEN TRANSFER LLC  
 21611 AMTANUM ROAD  
 YAKIMA, WA 98903

PS Form 3800, April 2017 (PSN 7530-02-000-9000) See Reverse for Instructions

4899 526 2000 0142 2202

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Yakima, WA 98902

Certified Mail Fee	\$4.85	0704
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.77	
<b>Total Postage and Fees</b>	<b>\$10.72</b>	

09/06/2024

Sent to: TM RENTALS  
 3801 W WASHINGTON AVE  
 YAKIMA, WA 98902

PS Form 3800, April 2017 (PSN 7530-02-000-9000) See Reverse for Instructions

1899 526 2000 0142 2202

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Yakima, WA 98905

Certified Mail Fee	\$4.85	0704
Extra Services & Fees (check box and fee)	\$4.10	4
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.77	
<b>Total Postage and Fees</b>	<b>\$10.72</b>	

09/06/2024

Sent to: U.C.I.P. LLC  
 3801 W WASHINGTON AVE  
 YAKIMA, WA 98902

PS Form 3800, April 2017 (PSN 7530-02-000-9000) See Reverse for Instructions

1099 526 2000 0142 2202

**U.S. Postal Service®  
 CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Yakima, WA 98907

Certified Mail Fee	\$4.85	0704
Extra Services & Fees (check box and fee)	\$4.10	4
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.77	
<b>Total Postage and Fees</b>	<b>\$10.72</b>	

09/06/2024

Sent to: AMTANUM GAP LLC  
 PO BOX 1588  
 YAKIMA, WA 98907

PS Form 3800, April 2017 (PSN 7530-02-000-9000) See Reverse for Instructions

*Mailed  
 10/16/2024*



## City Council Communication

**Meeting Date:** September 23, 2024  
**From:** Jason Cavanaugh, Director of Public Works & Community Development  
**Topic/Issue:** Ordinance – Regional Beltway Benefit Area - Sanitary Sewer

---

**SYNOPSIS:** The City conducted a public hearing on September 23, 2024 to take comments regarding this topic.

**RECOMMENDATION:** Adopt an Ordinance creating Chapter 12.09 of the Union Gap Municipal Code, entitled "Regional Beltway Assessment Reimbursement Area"; establishing a Regional Beltway Sewer Benefit Area and establishing fees; and establishing an effective date.

**LEGAL REVIEW:** City Attorney has reviewed the Ordinance.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Ordinance
2. Exhibit 4 Benefit Area
3. Table 1 Benefit Area Assessment

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

**AN ORDINANCE** creating Chapter 12.09 of the Union Gap Municipal Code, entitled "Regional Beltway Assessment Reimbursement Area"; establishing a Regional Beltway sewer benefit area and establishing fees; and establishing an effective date.

**WHEREAS**, the City Council wishes to adopt a new Chapter 12.09 entitled Regional Beltway Assessment Reimbursement Area, to establish the sewer improvement benefit area, and to establish fees for properties within the improvement benefit area; and

**WHEREAS**, the City of Union Gap has constructed gravity sewer improvements and is in the midst of design for sewer force main improvements of the Regional Beltway Area consisting of approximately 6,580 LF of 12" sewer; and

**WHEREAS**, the gravity and force main sewer improvements will provide sewer access to the benefit area; and

**WHEREAS**, the new sewer improvements will service a gross benefit area of at least 11,281,604 square feet (see Exhibit 4 attached to this ordinance) and a net benefit area (subtracting critical areas) of at least 10,074,715 square feet; and

**WHEREAS**, the cost to design and construct the Regional Beltway Area Gravity Sewer and Lift Station improvements will require public funding of approximately \$2,907,000; and

**WHEREAS**, the City has been awarded grant funding from the Yakima County Supporting Investment on Economic Diversity (SIED) program in the amount of \$1,000,000 which reduced the balance of City funding required to \$1,907,000.00; and

**WHEREAS**, based on a required City funding amount of approximately \$1,907,000.00, the fees for property owners within the benefit area will be assessed at \$0.19 per square foot (see Table 1 attached to this ordinance); and

**WHEREAS**, it is the intention of the City that fees be assessed against the property owners within the benefit area set forth in Exhibit 4. These fees are intended as a means for the City to recover its capital costs associated with the construction of the Regional Beltway gravity and force main sewer improvements identified in Exhibit 4; and

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

**Section 1. Union Gap Municipal Code Chapter 12.09, entitled "Regional Beltway Assessment Reimbursement Area – Sewer Connection Fees" created.**

A new Union Gap Municipal Code Chapter 12.09 is created as follows:

**12.09 Regional Beltway Assessment Reimbursement Area – Sewer Connection Fees**

**12.09.010 -Established**

A Regional Beltway Assessment Reimbursement Area (Benefit Area) is hereby established for the purpose of assessing fees to recover the City's capital costs in constructing the Regional Beltway gravity and force main sewer improvements within the Benefit Area. The Benefit Area is that area indicated on the attached Exhibit 4.

**12.09.020 Fees for Properties within the Regional Beltway Assessment Reimbursement Area.**

Fees shall be assessed for Regional Beltway gravity and force main sewer improvements within the Benefit Area set forth and depicted in Exhibit 4. Fees shall be assessed to all property owners within the Benefit Area unless the property is located in the area not included within the Benefit Area as depicted in Exhibit 4. Said fees are assessed for the purpose of recovering capital costs associated with the construction of the Regional Beltway gravity and force main sewer improvements within the Benefit Area. The amount of the assessed fees shall be as follows:

- \$0.19 per square foot (Table 1) for property within the Benefit Area (Exhibit 4)

Fees shall be assessed against all areas associated with each parcel being developed within the Benefit Area as depicted in Exhibit 4, and shall be paid in full prior to the issuance of a development permit and before construction or development begins.

**Section 2. Severability.**

Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**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.

Passed this 23rd day of September 2024.

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

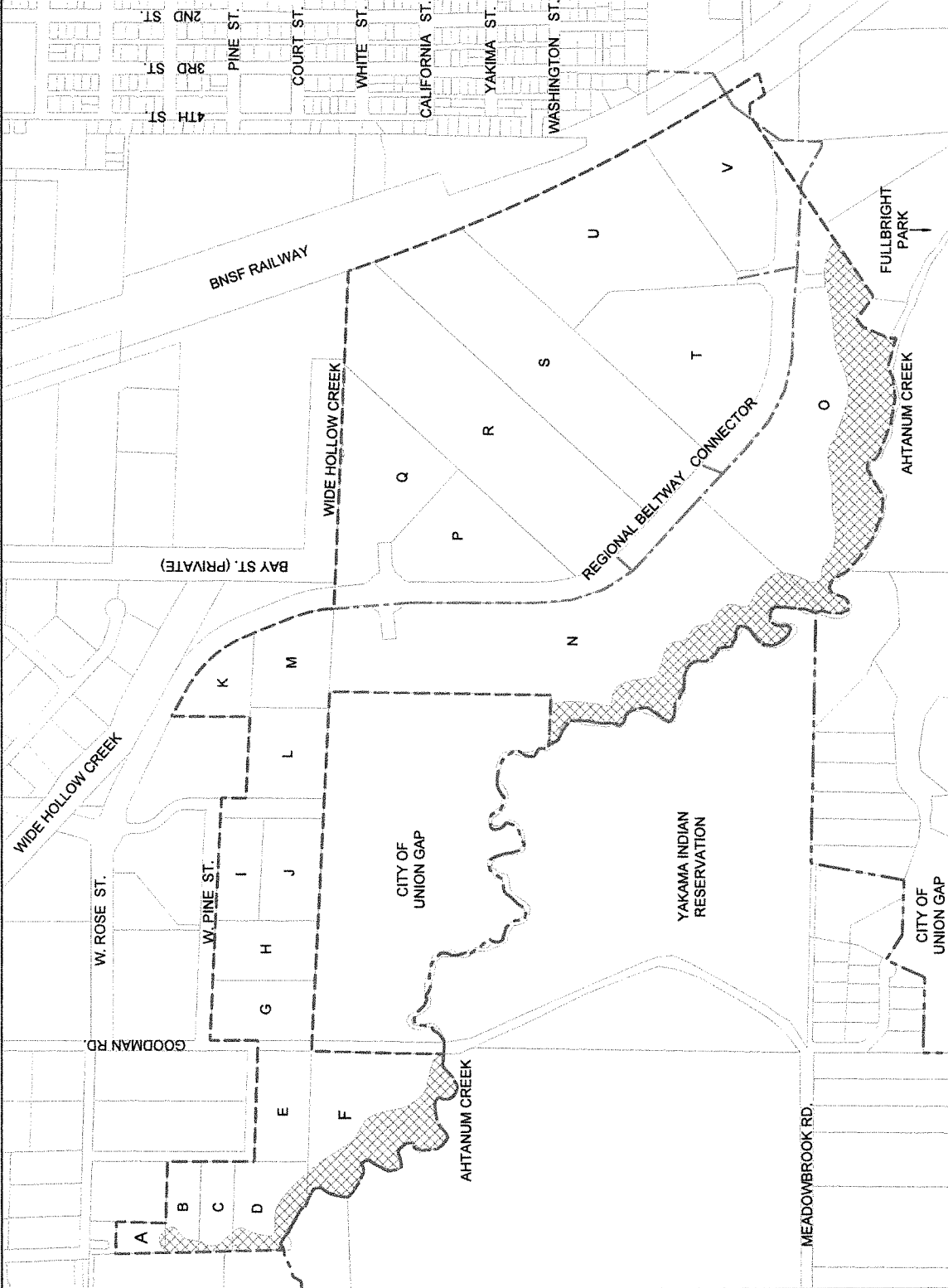
ATTEST:

APPROVED AS TO FORM:

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

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





**LEGEND**

- SEWER BENEFIT AREA
- CRITICAL AREA
- PARCELS
- CITY LIMITS

**NEW SEWER IMPROVEMENTS**

LOT	PARCEL #	SIZE
A	18120144414	*50,843 SF
B	18120144406	*87,081 SF
C	18120144407	*96,019 SF
D	18120144411	*136,255 SF
E	18120144410	211,266 SF
F	18121211001	*324,281 SF
G	19120633411	215,622 SF
H	19120633412	216,929 SF
I	19120633413	158,123 SF
J	19120633414	217,364 SF
K	19120633419	151,589 SF
L	19120633420	251,777 SF
M	19120633421	240,016 SF
N	19120721400	*1,460,996 SF
O	19120742400	*828,892 SF
P	19120711400	420,354 SF
Q	19120711401	*503,884 SF
R	19120711402	*1,219,637 SF
S	19120711403	1,082,302 SF
T	19120711404	760,993 SF
U	19120711405	918,680 SF
V	19120711406	521,413 SF

\*CRITICAL AREAS ARE EXCLUDED

**CITY OF UNION GAP**  
 REGIONAL BELTWAY AREA  
 EXHIBIT 4 - SEWER BENEFIT AREA

JOB NUMBER: 24070  
 FILE NAME: DRAWING: AREA.AWG  
 DATE: 03-14-2024  
 DESIGNED BY: JRS  
 ENTERED BY: JRS



**HLA**  
 Engineering and Land Surveying, Inc.  
 2803 River Road  
 Yakima, WA 98902  
 509.966.7000  
 Fax 509.965.3800  
 www.hlaclt.com

**CITY OF UNION GAP**  
**Regional Beltway Area Sewer Benefit Area**  
**Assessment per Square Foot**

5/14/2024

Table 1

HLA Project No. 24070

LOT	Parcel	Owner	Total Parcel Area (SF)	Critical Area (SF)	Adjusted Area (SF)	Assessed Cost
A	18120144414	Juan & Maria C Badillo	53,579	2,936	50,643	\$ 9,584.38
B	18120144406	Hansen Transfer LLC	108,029	20,948	87,081	\$ 16,480.58
C	18120144407	Hansen Transfer LLC	107,158	11,138	96,019	\$ 18,172.12
D	18120144411	Hansen Transfer LLC	206,474	70,220	136,255	\$ 25,786.92
E	18120144410	Hansen Transfer LLC	211,266	-	211,266	\$ 39,983.18
F	18121211001	Amarjit Singh Nijjar Sandeep Kaur	568,458	244,177	324,281	\$ 61,371.90
G	19120633411	Ahtanum Gap LLC	215,622	-	215,622	\$ 40,807.57
H	19120633412	Ahtanum Gap LLC	216,929	-	216,929	\$ 41,054.89
I	19120633413	Ahtanum Gap LLC	158,123	-	158,123	\$ 29,925.55
J	19120633414	Ahtanum Gap LLC	217,364	-	217,364	\$ 41,137.33
K	19120633419	Ahtanum Gap LLC	151,589	-	151,589	\$ 28,688.96
L	19120633420	Ahtanum Gap LLC	251,777	-	251,777	\$ 47,650.06
M	19120633421	Ahtanum Gap LLC	240,016	-	240,016	\$ 45,424.19
N	19120721400	T.M. Rentals LLC	1,790,752	329,755	1,460,996	\$ 276,501.06
O	19120742400	U.C.I.P. LLC	1,352,102	523,211	828,892	\$ 156,871.99
P	19120711400	T.M. Rentals LLC	420,354	-	420,354	\$ 79,554.16
Q	19120711401	T.M. Rentals LLC	507,474	3,590	503,884	\$ 95,362.66
R	19120711402	T.M. Rentals LLC	1,220,551	914	1,219,637	\$ 230,822.55
S	19120711403	T.M. Rentals LLC	1,082,902	-	1,082,902	\$ 204,944.70
T	19120711404	T.M. Rentals LLC	760,993	-	760,993	\$ 144,021.88
U	19120711405	T.M. Rentals LLC	918,680	-	918,680	\$ 173,864.99
V	19120711406	T.M. Rentals LLC	521,413	-	521,413	\$ 98,680.13
<b>Totals:</b>			<b>11,281,604</b>		<b>10,074,715</b>	

Design Engineering	\$ 347,600.00
Construction Engineering	\$ 295,100.00
Construction (Gravity Sewer):	\$ 1,006,353.17
Construction (Lift Station)	\$ 1,257,638.58
<b>Total Projects Cost:</b>	<b>\$ 2,906,691.75</b>
SEID Loan Funding:	\$ 1,000,000.00
SEID Grant Funding:	\$ (1,000,000.00)
Reimbursement Cost:	<b>\$ 1,906,691.75</b>

Cost per Square Foot: \$0.19



## City Council Communication

**Meeting Date:** September 23, 2024  
**From:** Jason Cavanaugh, Director of Public Works & Community Development  
**Topic/Issue:** Resolution - HLA Task Order 2017-03 Addendum No. 3 – Water Rights Administration Project

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**SYNOPSIS:** HLA Engineering and Land Surveying, Inc. Task Order No. 2017-03 Addendum No. 3 addresses providing professional engineering and hydrogeologic services for the Water Rights Administration Project.

**RECOMMENDATION:** Approve a Resolution authorizing the City Manager to sign Task Order No. 2017-03 Addendum No. 3 with HLA Engineering and Land Surveying, Inc. as it relates to providing professional engineering and hydrogeological services for the Water Rights Administration project.

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

**FINANCIAL REVIEW:**

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. HLA Task Order No. 2017-03 Addendum No. 3

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

A **RESOLUTION** authorizing the City Manager to sign Addendum No. 3 to Task Order No. 2017-03 with HLA Engineering and Land Surveying, Inc. as it relates to the Water Rights Administration project.

**WHEREAS**, the City, HLA and Geosyntec Consultants, Inc. dba Aspects Consulting (Aspect) completed a draft water right and hydrogeologic investigation report and a follow-on consolidation report in support of permitting and certification of the City's temporary water right permit numbers G4-32214T and G4-32215T; and

**WHEREAS**, the temporary permits were issued to the City to facilitate water system expansion and offset water right quantities in the Broadway annexation area; and

**WHEREAS**, to protect human health and safety, the City extended water service to individuals in the annexed area impacted by contaminated drinking water; and

**WHEREAS**, in 2009, the Washington State Department of Ecology (Ecology) issued the two permits under temporary status, authorizing 1,500 gallons per minute (gpm) and 797.6 acre-feet for 2,029 persons; and

**WHEREAS**, the reason for the temporary status was because of the ongoing surface water adjudication and lack of a defined mitigation plan; and

**WHEREAS**, since that time, considerable progress has been made on developing water budget-neutral permitting approaches, including updates to the rules and policies governing priority processing; and

**WHEREAS**, the purpose of the prior investigations by HLA and Aspect was to assist the City with background research, analysis, and development of a reporting template as required by provisions of the temporary permits; and

**WHEREAS**, in support of the issuance of a permanent water right permit, Aspect completed an analysis to identify historical permit exempt and other water uses that were replaced by service from the City's water system; and

**WHEREAS**, this analysis incorporated a variety of data sources, including data from Ecology (water rights and wells), Department of Health (water system boundaries and sources) Yakima County (tax assessor parcel information and annexations), and the City (meter data, well decommissioning list, water system plans); and

**WHEREAS**, the scope of work, included in Addendum No. 3, outlines the next steps towards the City receiving a new permanent water right permit to replace their existing temporary authorizations;

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows:**

That the City Manager is authorized to sign Addendum No. 3 to Task Order No. 2017-03 with HLA Engineering and Land Surveying, Inc. and Aspect Consulting, LLC to provide professional engineering, hydrogeologic, and construction services for the Water Rights Administration Project.

**PASSED** this 23<sup>rd</sup> day of September, 2024.

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

ATTEST:

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

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



**\* TRANSMITTAL \***

**Date:** August 20, 2024

**Project No.:** 17178E-4

**To:** City of Union Gap  
102 W. Ahtanum Road  
Union Gap, WA 98903

**Attention:** Jason Cavanaugh  
Public Works & Community  
Development Director

**From:** Michael D. Uhlman, PE

**Re:** Task Order No. 2017-03  
Water Rights Administration  
Addendum No. 3

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**We are sending you the attached following items:**

Two (2) Original Signed Task Order Addendums

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**Comment:**


Jason,

Attached for your review and consideration is a signed Addendum No. 3 to Task Order No. 2017-03 for the Water Rights Administration project.

Following your review and approval, please execute the Addendum and return one signed original to our office.

We appreciate the opportunity to work with you and serve the City of Union Gap. If you have any questions or need additional information, please contact me at [muhlman@hlacivil.com](mailto:muhlman@hlacivil.com) or (509) 966-7000.

Thank you.

Copy to: File Signed: 

**ADDENDUM NO. 3**

**TASK ORDER NO. 2017-03**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF UNION GAP

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Water Rights Administration**  
**HLA Project No. 17178E-4**

The City of Union Gap (CITY) desires to make changes to several of its water rights, including, transferring the water right(s) associated with Well No. 2 (Certificate Nos. 518-D and 3526-A) to other existing CITY source wells (Phase 1); formally decommissioning Well No. 2, including evaluation of Well No. 1, previously decommissioned when replaced by Well No. 2 (Phase 2 and Phase 3); and evaluation of data necessary to complete a partial certification for temporary Permit Nos. G4-32214T and G4-32215T (Phase 4). Completion of the partial certification for the temporary permits, including development a partial Proof of Appropriation (PA) and certified water rights examination (CWRE), will be done by Addendum to this Task Order, following completion of Phase 4 work. Technical assistance for completion of hydrogeologic assessments, change applications, reports of examination, proofs of appropriation, certified water rights examination, and well decommissioning, as described in the scope of services, will be provided by HLA's subconsultant, Aspect Consulting, LLC.

**REASON FOR ADDENDUM NO. 3**

The CITY, HLA, and Geosyntec Consultants, Inc. dba Aspect Consulting (Aspect) completed a draft water right and hydrogeologic investigation report and a follow-on well consolidation report in support of permitting and certification of the CITY's temporary water right permit Nos. G4-32214T and G4-32215T.

The temporary permits were issued to the CITY to facilitate water system expansion and offset water right quantities in the Broadway annexation area. To protect human health and safety, the CITY extended water service to individuals in the annexed area impacted by contaminated drinking water. In 2009, the Washington State Department of Ecology (Ecology) issued the two permits under temporary status, authorizing 1,500 gallons per minute (gpm) and 797.6 acre-feet for 2,029 persons. The reason for the temporary status was because of the ongoing surface water adjudication and lack of a defined mitigation plan. Since that time, considerable progress has been made on developing water budget-neutral permitting approaches, including updates to the rules and policies governing priority processing.

The purpose of the prior investigations by HLA and Aspect was to assist the CITY with background research, analysis, and development of a reporting template as required by provisions of the temporary permits. In support of the issuance of a permanent water right permit, Aspect completed an analysis to identify historical permit exempt and other water uses that were replaced by service from the CITY's water system. This analysis incorporated a variety of data sources, including data from Ecology (water rights and wells), Department of Health (water system boundaries and sources), Yakima County (tax assessor parcel information and annexations), and the CITY (meter data, well decommissioning list, water system plans).

The following scope of work outlines the next steps towards the CITY receiving a new permanent water right permit to replace their existing temporary authorizations

## **SCOPE OF SERVICES:**

The Scope of Services is amended by adding the following to Task Order 2017-03:

### **4.0 Phase 4D – HLA Administrative Assistance and Project Management**

- 4.1 This task provides support, assistance, and professional engineering services for Phase 4A, Phase 4B, Phase 4C, Phase 4F, Phase 4G, Phase 4H, and Phase 4I. Anticipated scope may include project management, meeting with stakeholders, client communication, and water rights coordination.

### **11.0 Phase 4J – Finalize Water Supply Well Consolidation Memorandum**

- 11.1 Aspect will address comments from the CITY and HLA on the Draft Water Supply Well Consolidation Memorandum (provided to HLA on June 23, 2023) and provide a finalized version of the memorandum for review by Ecology.
  - 11.1.1 Task will include one (1) in-person meeting with the CITY and HLA at Aspect's Yakima office.
  - 11.1.2 No significant additional analyses are needed to finalize the memorandum for Ecology review.
  - 11.1.3 A Water Supply Well Consolidated Memorandum will be provided for Ecology review via digital PDF.

### **12.0 Phase 4K – Ecology Consultation - Preapplication Meeting**

- 12.1 Aspect will facilitate a preapplication - consultation meeting with Ecology, the CITY, and HLA, with the goal of bringing new Ecology staff up to date on the history of this effort and discuss the analyses presented in Aspect's Water Supply Well Consolidation Memorandum. HLA will seek Ecology's agreement on the proposed permitting approach, which will include the next steps in the process.
  - 12.1.1 Task will include one (1) in-person meeting with Ecology at their Union Gap office.
  - 12.1.2 Presentation for Ecology meeting (PowerPoint slides).
  - 12.1.3 Ecology preapplication - consultation meeting request (email).

### **13.0 Phase 4L – Water Right Application Amendments**

- 13.1 Aspect will assist the CITY in preparing an amendment to the two existing water right applications. Aspect will also draft the application public notice and facilitate publishing the notice in the Yakima Herald-Republic.
  - 13.1.1 No new water right applications are needed in accordance with previous Ecology guidance.
  - 13.1.2 Applications will be processed either via Ecology Cost Reimbursement Program or direct via Ecology in accordance with WAC 173-152-050, assuming a water budget neutral permitting approach (as defined in WAC 173-152-020).
  - 13.1.3 Public notice fees are included in Aspect's cost estimate.
  - 13.1.4 Ecology cost reimbursement fees are not included in Aspect's cost estimate. Aspect assumes that if a cost reimbursement contract is needed, the CITY will contract directly with Ecology.



13.1.5 Water right application amendments will be provided for submittal to Ecology.

13.1.6 A public notice will be published in the Yakima Herald-Republic.

#### **14.0 Phase 4M – Yakima Water Transfer Working Group Outreach**

14.1 New water rights within the Yakima Basin require approval from a group of Yakima River basin tribes (Yakama Nation) and stakeholders known as the Water Transfer Work Group (WTWG). Aspect will prepare the required paperwork (WTWG Project Description Form) and present the proposed application to the WTWG for approval.

14.1.1 This task will include one (1) in-person presentation to the WTWG.

14.1.2 Minor comments from the WTWG will be addressed in the Report of Examination (ROE).

14.1.3 A WTWG Project Description Form will be provided.

#### **15.0 Phase 4N – Report of Examination**

15.1 Aspect will incorporate existing information from previous Aspect efforts into a draft ROE and supporting materials for the CITY's new mitigated permit. The ROE will address physical and legal water availability, impairment considerations and beneficial use and public interest requirements. HLA will submit the draft ROE to Ecology for review and feedback, and Aspect will incorporate Ecology, stakeholder, and public comments into a final ROE. Aspect will also participate in the required site visit with Ecology.

15.1.1 No significant additional analyses, beyond what has already been completed by Aspect, will be required for the ROE.

15.1.2 No more than twenty (20) hours will be needed to address all Ecology, stakeholder, and public comments on the draft ROE.

15.1.3 The proposed new application is SEPA exempt.

15.1.4 The Report of Examination (Draft and Final) will be provided.

#### **TIME OF PERFORMANCE:**

The Time of Performance included in Task Order No. 2017-03 shall be amended by adding the following and will be completed diligently following receipt of executed Task order 2017-03 - Addendum No. 3.

#### **4.0 Phase 4D – HLA Administrative Assistance and Project Management**

Time of performance for work directed by the CITY under this phase shall be completed concurrently with Phase 4A (Addendum No. 1), Phase 4B (Addendum No. 1), Phase 4C (Addendum No. 1), Phase 4F (Addendum No. 2), Phase 4G (Addendum No. 2), Phase 4H (Addendum No. 2), Phase 4I (Addendum No. 2), Phase 4J (Addendum No. 3), Phase 4K (Addendum No. 3), Phase 4L (Addendum No. 3), Phase 4M (Addendum No. 3).

#### **11.0 Phase 4J – Finalize Water Supply Well Consolidation Memorandum**

The final Water Supply Well Consolidation Memorandum will be provided within thirty (30) calendar days of the CITY providing comments on the draft plan.

#### **12.0 Phase 4K – Ecology Consultation - Preapplication Meeting**

Within thirty (30) calendar days of completion of phase 4J, the well consolidation memorandum will be submitted to the Department of Ecology (Ecology) and a pre-application meeting will be requested with Ecology and scheduled as soon as Ecology is available.

#### **13.0 Phase 4L – Water Right Application Amendments**

Within thirty (30) calendar days of the scheduled meeting with Ecology (Phase 4K), a draft of the application amendment will be provided to the CITY for submittal.

#### **14.0 Phase 4M – Yakima Water Transfer Working Group Outreach**

Time to complete Task 4M will be based on guidance received from the Ecology during Phase (4K). Yakima Water Transfer Working Group Outreach is estimated to be completed within ninety (90) calendar days of completing the draft Report of Examination (ROE) under phase 4N. If guidance received from Ecology requires an amended timeline, a supplemental agreement modifying the time of performance will be executed.

#### **15.0 Phase 4N – Report of Examination**

Time to complete Task 4N will be based on guidance received from the Ecology during Phase (4K). The draft of the Report of Examination (ROE) will be provided within ninety (90) calendar days of Ecology accepting the amended applications and the CITY executing a Cost Reimbursement Agreement with Ecology (if applicable). A final ROE will be provided within ninety (90) days of receipts of comments on the draft from Ecology.

#### **FEE FOR SERVICES:**

The Fee for Services described in Task Order No. 2017-03 shall be amended by adding the following. All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement plus reimbursement for non-salary expenses for an estimated additional fee of \$54,040.00. The amounts listed below may be revised only by written agreement of both parties.

#### **4.0 Phase 4D – HLA Administrative Assistance and Project Management**

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$3,000.00. The supplemented amount of \$3,000.00 in Addendum No. 3 is in addition to \$5,000.00 included in Addendum No. 1, and \$5,000.00 included in Addendum No. 2, for a total estimate fee of \$13,000.00 for Phase 4D – HLA Administrative Assistance and Project Management.

#### **11.0 Phase 4J – Finalize Water Supply Well Consolidation Memorandum**

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$6,820.00.

#### **12.0 Phase 4K – Ecology Consultation - Preapplication Meeting**

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$6,050.00.

#### **13.0 Phase 4L – Water Right Application Amendments**


All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$3,410.00.

**14.0 Phase 4M – Yakima Water Transfer Working Group Outreach**

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$5,830.00.

**15.0 Phase 4N – Report of Examination**

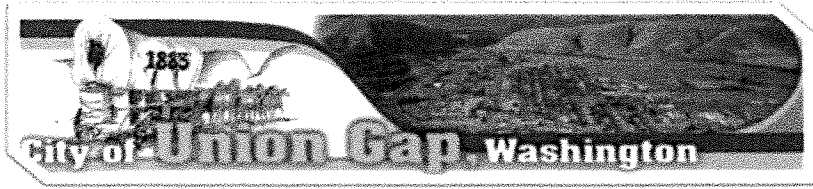
All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$28,930.00.

Proposed:  8-21-24  
HLA Engineering and Land Surveying, Inc. Date  
Benjamin A. Annen, PE, Vice President

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
City of Union Gap  
Sharon Bounds, City Manager

City of Union Gap  
 Water Rights Administration  
 HLA / Aspect Consulting  
 HLA Project No. 17178E

Amount	Totals	Description	Comments
\$28,700.00		Ph 1 Task Order No. 2017-03	Well No. 2 Water Rights Transfer
\$12,200.00		Ph 2 Task Order No. 2017-03	Well No. 2 Decommissioning
\$12,600.00		Ph 3 Task Order No. 2017-03	Well No. 2 Dcommissioning - Services During Construction
\$8,200.00		Ph 4 Task Order No. 2017-03	Temporary Permit Water Right Certification
	<b>\$61,700.00</b>	<b>Original Task Order Total</b>	
\$11,000.00		Ph 4A Addendum No. 1 to Task Order No. 2017-03	Temp Permit Water Right Certification - Data Collection and Analysis
\$6,000.00		Ph 4B Addendum No. 1 to Task Order No. 2017-03	Temp Permit Water Right Certification Reporting
\$5,000.00		Ph 4C Addendum No. 1 to Task Order No. 2017-03	On-Call Technical Assistance, Meeting Support, and Project Management
\$5,000.00		Ph 4D Addendum No. 1 to Task Order No. 2017-03	HLA Administrative Assistance and Project Management
	<b>\$27,000.00</b>	<b>Addendum No. 1 Total</b>	
\$5,000.00		Ph 4D Addendum No. 2 to Task Order No. 2017-03	HLA Administrative Assistance and Project Management
\$5,500.00		Ph 4F Addendum No. 2 to Task Order No. 2017-03	Data Gaps Analysis
\$4,950.00		Ph 4G Addendum No. 2 to Task Order No. 2017-03	Meter Data Review and Analysis
\$4,400.00		Ph 4H Addendum No. 2 to Task Order No. 2017-03	Field Verification
\$6,600.00		Ph 4I Addendum No. 2 to Task Order No. 2017-03	Reporting and Ecology Submittal
	<b>\$26,450.00</b>	<b>Addendum No. 2 Total</b>	
<b>\$3,000.00</b>		<b>Ph 4D Addendum No. 3 to Task Order No. 2017-03</b>	<b>HLA Administrative Assistance and Project Management</b>
<b>\$6,820.00</b>		<b>Ph 4J Addendum No. 3 to Task Order No. 2017-03</b>	<b>Finalize Water Supply Well Consolidation Memorandum</b>
<b>\$6,050.00</b>		<b>Ph 4K Addendum No. 3 to Task Order No. 2017-03</b>	<b>Ecology Consultation - PreApplication Meeting</b>
<b>\$3,410.00</b>		<b>Ph 4L Addendum No. 3 to Task Order No. 2017-03</b>	<b>Water Right Application Amendments</b>
<b>\$5,830.00</b>		<b>Ph 4M Addendum No. 3 to Task Order No. 2017-03</b>	<b>Yakima Water Transfer Working Group Outreach</b>
<b>\$28,930.00</b>		<b>Ph 4N Addendum No. 3 to Task Order No. 2017-03</b>	<b>Report of Examination</b>
	<b>\$54,040.00</b>	<b>Addendum No. 3 Total - Estimated to Complete Project</b>	
\$169,190.00	\$169,190.00	Complete Contract Total	



## City Council Communication

**Meeting Date:** September 23, 2024  
**From:** Jason Cavanaugh, Director of Public Works & Community Development  
**Topic/Issue:** Ordinance – Amending UGMC Chapter 17 Electric Vehicles

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**SYNOPSIS:** Amending Union Gap Municipal Code Zoning Chapter; 17.04 Permitted Land Uses to amend 17.04.030 – Table of Permitted Land Uses and 17.04.050 – Accessory Uses to include Electric Passenger Vehicle Charging Stations.

**RECOMMENDATION:** Adopt an Ordinance amending Union Gap Municipal Code (UGMC) Title 17 Zoning Chapter; 17.04 Permitted Land Uses to amend 17.04.030 – Table of Permitted Land Uses and 17.04.050 – Accessory Uses to include Electric Passenger Vehicle Charging Stations.

**LEGAL REVIEW:** The City Attorney has reviewed the Ordinance.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Ordinance
2. Staff Report; Electric Vehicle Charging Station

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

**AN ORDINANCE** amending Union Gap Municipal Code (UGMC) Title 17 Zoning Chapter; 17.04 Permitted Land Uses to amend 17.04.030 – Table of Permitted Land Uses and 17.04.050 – Accessory Uses to include Electric Passenger Vehicle Charging Stations.

**WHEREAS**, periodic updates are necessary to maintain compliance with the current Washington State Building Code 2018 Edition; and,

**WHEREAS**, the City wishes to remain in compliance with the Washington State Building Code & Residential Code current edition; and,

**WHEREAS**, City of Union Gap Ordinance No. 3046 implemented special development standards for electric passenger vehicle charging stations; and,

**WHEREAS**, Union Gap Ordinance No. 3046 inadvertently omitted amendments to UGMC Chapter 17.04.

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

**Section 1. Union Gap Municipal Code (UGMC) Title 17 Zoning Chapter; 17.04 Permitted Land Uses, chapters 17.04.030 – Table of Permitted Land Uses and 17.04.050 – Accessory Uses, is hereby amended as follows:**

**17.04.030 Table of permitted land uses.**

Table 17.04.030 titled "Permitted Land Uses" is incorporated as part of this section. Each permitted land use listed in Table 17.04.030 is designated a Class (1), (2), or (3) use for a particular zoning district. In addition, some Class (1) uses may require a Class (2) review in accordance with Section 17.04.020(A). All permitted land uses and associated site improvements are subject to the design standards and review procedures of this title.

**TABLE 17.04.030 PERMITTED LAND USES**

	Class 1 review Class 2 review Class 3 review Blank Not permitted	Single Family 1	Single Family 2	Multi- Family	Corridor Multi- Family	Commercial C-1	Regional Commercial C-2	Downtown Business CBD	Wholesale/ Warehouse WW	Light- Industrial L-1	Public Facility PbF	Planned Recreational PRC	Parks/Open Space PKO
<b>Land Uses:</b>													
<b>Agricultural (Commercial)</b>													
Agricultural, horticulture, general farming (not feedlots and stockyards)								1	1	1		1	
Agricultural building							2	1	1	1		1	
Agricultural chemical sales/storage							3	3	3	3			
Agricultural market					2	1	1	1	2	3			
Agricultural stand					2	1	1	1	2	3			
Agricultural related industries									1	1			
Animal husbandry								3	1	1			
Concentrated feeding operation									3	3			
Floricultural, aquaculture, within structures up to 400 sq. ft.		1	1	1	1	1	1	1	1	1	1	1	1
within structures larger than 400 sq. ft.						1	1	1	1	1	1	1	1
Fruit bin sales/storage							2	2	2	1			
<b>Amusement and Recreation</b>													
Amusement park (permanent)							3	3	3	3		3	
Bowling alleys							3	3	3	3		3	
Campground						3	3	3	3	3		3	3
Drive in theaters						3	3	3	3	3			
Fairgrounds							2	2	3	3			
Game and electronic game rooms							1	1	1				
Golf courses, clubhouses, golf driving ranges							1	1	3	3		1	1

Gymnasiums, exercise facilities						2	1	1	1	1	1	1	2			3	
Horse racing tracks, speedways																3	
Miniature golf courses						1	1	1	1	1	1	1	2			1	1
Movie theaters, auditoriums, exhibition halls																3	
Parks	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	1
Roller, ice skating rink																	
Social gambling establishments																	
<b>Community Services</b>																	
Adult family home	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	
Churches, synagogues, temples	2	2	2	1	1	1	1	1	1	1	1	1	2	2	2	2	1
Community center, meeting hall, fraternal organizations						3	3	3	3	3	3	3	3	3	3	3	1
Convalescent or nursing home						3	3	3	3	3	3	3	3	3	3	3	1
Cemeteries, mausoleums and columbariums																	
Day care homes, family	1	1	1	2	2	1	3	3	2	3	3	3	3	3	2	2	
Day care center	3	3	3	2	2	1	1	1	1	1	1	1	3	3	2	2	
Fire stations, police stations and ambulance service	3	3	3	3	3	1	1	1	1	1	1	1	1	1	1	1	
Funeral home																	
Group home	1	1	1	2	2		1	1								3	1
Halfway house	3	3	3	3	3												
Hospitals						3	3	3	3	3	3	3	3	3	3	3	
Correction facilities																	
Junior or community colleges																	
Libraries	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3
Museums, art galleries						1	1	1	1	1	1	1	1	1	1	1	
Museums, elementary and middle	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	
Senior high						3	3	3	3	3	3	3	3	3	3	3	
Business school																	
Vocational school						2	2	2	2	2	2	2	2	2	2	2	
Storage of gravel and equipment for street construction																	

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Wastewater treatment, spray/fields								3	3	3	1	3	3
Zoo								3	3	3		2	2
<b>Manufacturing</b>													
Aircraft parts								3	3	3	1		
Apparel and accessories								2	2	2	1	1	
Bakery products (wholesale)								2	2	2	1	1	
Beverage industry								2	2	1	1	1	
Canning, preserving and packaging fruits, vegetables and other foods								2	2	2	2	2	
Cement and concrete plants										3	2	2	
Chemicals (industrial, agricultural, wood)										2	2	2	
Confectionery and related products (wholesale)									2	2	1	1	
Cutlery, hand tools and general hardware										1	1	1	
Product assembly								2	2	2	1	1	
Drugs										1	1	1	
Electrical transmission and distribution equipment										1	1	1	
Electronic components and accessories										1	1	1	
Product assembly								2	2	2	1	1	
Fabricated structural metal products										1	1	1	
Food processing										2	2	2	
Furniture and custom cabinet shop										2	2	2	
Product assembly										2	2	2	
Glass, pottery and related products										1	1	1	
Product assembly										2	2	2	
Grain mill products										1	1	1	

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Heating apparatus wood stoves																			
Leather products								3	1	1									
Leather tanning								3	3	1									
Machinery and equipment								3	1	3									
Marijuana processing business								1	1	1									
Marijuana production business								1	1	1									
Medical, optical, dental and scientific instruments								2	1	1									
Product assembly								2	2	1									
Meat, poultry and dairy products									1	1									
Metal cans									1	1									
Paints, varnishes, lacquers, enamels and allied products									2	2									
Paperboard containers and boxes									1	1									
Plastic products								2	2	1									
Product assembly								2	2	1									
Injection and extrusion molding								2	2	1									
Printing, publishing and binding								2	2	1									
Printing trade (service industries)								2	2	1									
Rendering plants, slaughter houses									3	3									
Rubber products									2	2									
Sawmills and planing mills									3	2									
Sheet metal and welding shops									3	1									
Sign manufacturing								1	2	1									
Stone products (includes finishing of monuments for retail sale)								2	2	1									
Transportation equipment, including trailers and campers									3	1									
Woodworking and wood products: cabinets, shelves, etc.									3	1									

Mining/Refining/Off-site Hazardous Waste Treatment												
Asphalt paving and roofing materials, rock crushing											3	3
Mining including sand and gravel pits											3	3
Any grading, leveling, excavation or stockpiling of earthen materials not associated with an approved Class (2) or Class (3) use											3	3
Off-site hazardous waste treatment and storage facilities											3	3
<b>Residential</b>												
Detached single family dwelling	1	1	2	2	2							3
Detached zero lot line single family dwelling	2	2	2	2	2							3
Attached single family dwelling	2	2	2	1	1							3
Two-family dwelling	3	2	1	1	1							3
Multi-family dwelling: 0-5.5 DU/NRA	2	2	1	1	1							3
5-6-7 DU/NRA			3	1	1							3
7-1-12 DU/NRA				2	2							3
12-1-20 DU/NRA				3	3							3
Manufactured home parks	3	3	3	3	3							
<b>Manufactured homes</b>												
Class A	1	1	1	1	1							
Class B	2	2	2	2	2							
Class C				3	3							
Boarding house	3	3	2	2	2							
Nursing home			3	2	2				2			
Assisted care housing	3	3	2	2	2						2	
Temporary hardship units	3	3	3	3	3							
Second floor dwelling units												
Retail Trade and Service											1	

Addressing, mail, and stenographic services					1	1	1	1	1	1	1	1	1	1				
Advertising agencies					1	1	1	1	1	1	1	1	1	1				
Animal clinic/hospital					2	1	1	1	1	1	1	2	2	2				
Antique store					1	1	1	1	1	1	2	2	2	2				
Artist's supplies					1	1	1	1	1	2	2	2	2	2				
Auction house						2	2	2	1	1	2	2	2	2				
Automobile sales						2	2	2	1	1	1	1	1	1				
Automobile, carwash					3	1	1	1	1	1	1	1	1	2				
maintenance and repair shops					2	1	1	1	1	1	1	2	2	2				
paint and body shops						1	1	2	1	1	1	1	2	2				
parts and accessories (tires, batteries, etc.)					2	1	1	1	1	1	1	1	2	2				
specialized repair shops (radiator, engine, etc.)					2	1	1	1	1	1	1	1	2	2				
towing service								3						2				
wrecking and dismantling yard														3				
Bakery					2	1	1	1	1	1	1	1	1	3				
Beauty and barber shops					3	1	1	1	1	1	1	1	1	3				
Bed and breakfast inn	3	3	2	2	1	2	1	1	1	1	1	1	1	1				
Boats and marine accessories					3	1	1	1	1	1	1	1	1	1				
Books, stationery, office supplies					1	1	1	1	1	1	1	1	1	1				
Building and trade contractor (plumbing, heating, electrical etc.)						1	1	1	1	1	1	1	1	1				
Butcher shop					3	2	1	1	1	1	1	1	1	1				
Camera store					3	1	1	1	1	1	1	1	1	1				
Candy store					3	1	1	1	1	1	1	1	1	1				
Clothing and accessories					3	1	1	1	1	1	1	1	1	1				
Coin and stamp shop					3	1	1	1	1	1	1	1	1	1				
Commercial services						1	1	1	1	1	1	1	2	2				
Communication towers	3	3	3	3	3	3	3	3	3	3	3	3	3	3				3
Computer and electronics stores					3	1	1	1	1	1	1	1	2	2				
Delicatessen					3	1	1	1	1	1	1	1	1	1				

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Department, discount, variety stores					2	1	1	1	1	1									
Drug stores (optical goods, orthopedic supplies)					1	1	1	1	1	1									
Electric passenger vehicle charging station (*)					1	1	1	1	1	1	1	1							
Employment agency					1	1	1	1	1	1									
Fabric store					1	1	1	1	1	1									
Farm and implements, tools and heavy construction equipment						1	1	1	1	1	1								
Farm supplies					3	1	1	1	1	1	2								
Financial institutions					2	1	1	1	1	1									
Florist					1	1	1	1	1	1									
Food store, specialty					3	2	1	1	1	1	1								
Fuel, oil and coal distributors							1	1	3	1	1								
Furniture, home furnishing, appliances					2	1	1	1	1	1									
General hardware, garden equipment and supplies					3	1	1	1	1	1	3								
Gift shop					3	1	1	1	1	1									
Grocery/convenience store closed 10:00 p.m. to 6:00 a.m. open 10:00 p.m. to 6:00 a.m. (24 hr.)					3	1	1	1	1	1	3								
Heating and plumbing equipment stores retail						1	1	1	1	1	1								
Heating and plumbing equipment stores wholesale only						3	2	2	1	1	1								
Heavy equipment storage, maintenance and repair						2	3	3	1	1	1								
Insurance agents, brokers and service agencies					3	1	1	1	1	1	1								
Jewelry, watches, silverware sales and repair					3	1	1	1	1	1	1								
Kennels					3	2	2	2	2	2									

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Laundries																			
Liquor stores				3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Lumber yards				2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Manufactured home and recreational vehicle sales					1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Marijuana retail business					1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Medical and dental laboratories, offices and clinics					3	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Motels and hotels					1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Motor vehicle fuel sales					3	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Motorcycle sales and repair (maintenance, repair and parts)						1	1	1	1	1	1	1	1	1	1	1	1	1	1
Music stores				3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Nursery						1	1	1	1	1	1	1	1	1	1	1	1	1	1
Paint, glass and wallpaper sales				3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Pet stores, pet supplies, dog grooming and training				3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Printing, photocopy service				3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Professional office buildings for architects, attorneys, government, etc.					3	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Radio/T.V. studio						2	1	1	1	1	1	1	1	1	1	1	1	1	1
Real estate office						1	1	1	1	1	1	1	1	1	1	1	1	1	1
Recycling center						2	1	1	1	1	1	1	1	1	1	1	1	1	1
Rental: Automobile					2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Small tools and equipment						2	1	1	1	1	1	1	1	1	1	1	1	1	1
Truck and/or trailer, fleet leasing services							3	1	1	1	1	1	1	1	1	1	1	1	1
Heavy equipment						2	2	2	1	1	1	1	1	1	1	1	1	1	1
Repairs: Small appliances, TV, electronics, business machines, watches, etc.				3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Locksmith and gunsmith				3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Re-upholstery and furniture				3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

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Small engine and garden equipment				2	1	1	1	1	1	1	1	2		
Restaurants, cafes and drive-in eating facilities				1	1	1	1	1	1	1	1	3		
Second hand store			3	1	1	1	1	1	1	1	1			
Shoe repair and shoe shine shop			3	1	1	1	1	1	1	1	1			
Shooting ranges (indoor)					3	3	3	3	3	3	3		3	
Small tools, lawn/garden equipment				2	1	1	1	2	2	2	2			
Sporting goods, bicycle shops			3	1	1	1	1	2	2	2	2			
Taverns and bars, dine, drink and dance establishments				3	1	1	1	2	2	2	2			
Technical equipment sales				2	1	1	1	1	1	1	1	1		
Toy and hobby store			3	1	1	1	1	1	1	1	1	1		
Truck service sales and shops					1	1	1	1	1	1	1	1		
Video sales/rental			3	1	1	1	1	1	1	1	1	1		
Waste material processing and junk handling								3	3	3	3	3		
<b>Transportation</b>														
Electric-vehicle-battery-charging station								4	4	4	4	4	4	
Bus terminals, storage and maintenance facilities								3	1	1	1	1	1	
Transportation brokerage offices, without truck parking				1	1	1	1	1	1	1	1	1		
with truck parking					1	1	1	1	1	1	1	1		
Contract truck hauling, rental of trucks with drivers					1	1	3	1	1	1	1	1		
Air, rail, truck terminals (for short term start, office, etc.)					1	3	1	1	1	1	1	1		
Railroad switch yards, maintenance and dispatching centers, etc.								3	3	3	3	3		
Airport landing field					3	3	3	3	3	3	3	3		
<b>Utilities</b>														

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Power generating facilities																					
Utility services (substations, etc.)	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
<b>Wholesale Trade-Storage</b>																					
Warehouses																					
Wholesale trade																					
Storage facilities, bulk																					
Commercial																					
Residential ministorage		3		3		3		3		2		1		2		1		1		1	

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#### **17.04.050 Accessory Uses**

- A. Generally. An accessory use is a use customarily incidental and subordinate to the principal use of a structure or site. Accessory uses are permitted only upon compliance with the terms and provisions of this title. They must be clearly secondary to, supportive of, and compatible with the principal use(s); and consistent with the purpose and intent of the zoning district. The land use classification and review requirements of an accessory use shall be the same as that of the principal use(s), unless otherwise specified.
- B. On-Site Hazardous Waste Treatment and Storage. Outside hazardous waste treatment and storage is permitted as an accessory use in the C-2, CBD, W/W, and L-I districts, subject to state citing criteria in the Washington Administrative Code adopted pursuant to the requirements of Chapter 70.105 RCW.
- C. Garages. Private garages are permitted as an accessory use, provided that in residential districts they are primarily used to store motor vehicles that are used by the occupants of the primary site use.
- D. Pets. Pets are permitted as an accessory use provided that in residential districts they are subject to the following restrictions (see definition of "kennel"):
  - 1. They are a domesticated animal, kept for pleasure or as a hobby rather than utility, such as fish, birds, dogs, and cats, except such as to constitute a kennel,
  - 2. Their presence does not create undue noise or odors, such as would create a nuisance or diminish the residential nature of the neighborhood; and
  - 3. Such animals are properly fed, watered, and kept in a humane manner.
- E. In the light-industrial district the retail sale of items grown, manufactured, assembled, or processed on the premises is permitted.
- F. Electrical Passenger Vehicle Charging Stations when installed within an existing garage or parking space associated with an approved use, subject to special development standards in UGMC 17.09.140.

**Section 2. Severability.**

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, clause or phrase of this Ordinance.

**Section 3. Effective Date.**

This Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

**ORDAINED** this 23<sup>rd</sup> day of September, 2024.

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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

**City of Union Gap**  
**Staff Recommendation for Text Amendments**  
**Regarding Electric Vehicle Charging Ordinance**

City of Union Gap  
102 W Ahtanum Rd.  
Union Gap, WA 98903  
(509) 248-0432

**Findings and Analysis**

Based upon information supplied by the applicant, comments from public agencies, and a review of Union Gap Municipal Code, Union Gap Comprehensive Plan, and the State Environmental Policy Act, the Administrative Official enters the following:

**1. Project Description:**

The City of Union Gap is proposing amendments to titles 17.09 and 17.05 in order to comply with WAC 51-50-0429 (Effective July 1, 2023). Several text amendments are proposed relating to electronic vehicle charging stations in the City of Union Gap. They involve special development standards (17.09, Special Development Standards), consideration of Type 1 and Type 2 EV charging stations as accessory uses (17.04.050, Site Design and Improvement Standards), and EV charging as a permitted primary use in commercial zoning districts (17.04.030). The intention of the amendments is to permit EV charging stations in a uniform way within the city, with Type 1 and 2 uses being approved as accessory uses and Type 3 uses being a viable primary use in commercial districts.

**2. Future Land Use and Zoning:**

This proposal would be city-wide, and so would apply to a broad spectrum of future land use and zoning district designations.

**3. Jurisdiction and Process:**

Per UGMC 18.20.030, Zoning Text Amendments are classified as an action requiring Type V review. These reviews involve public notice and an open public hearing, a recommendation by the planning commission, and a decision by City Council. They are also subject to judicial appeal.

**4. Processing Timeframe:**

The application has been processed as follows:

Application Submitted: January 30, 2023

Notice of Application: February 2, 2023

Agency Comment Period: February 2, 2023 - February 16, 2023

Final SEPA Determination: February 23, 2023

Planning Commission and First Public Hearing: February 28, 2023

Submission to Commerce: Early March pending Planning Commission Decision (60 day comment period)

City Council and Second Public Hearing: TBD, 2023 (May 8 or May 22)

## 5. Findings:

A. The proposal is consistent with the Growth Management Act and WAC 51-50-0429 (Effective July 1, 2023)

- i. The proposal is consistent with the following GMA Goals from RCW 36.70A.020:
  - a) (3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.
  - b) (12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.
- ii. The proposal is consistent with WAC 51-50-0429 (Effective July 1, 2023)
  - a) 429.2 Required Electric Vehicle Charging Infrastructure. Where parking is provided, ten percent of parking spaces shall be provided with electric vehicle charging infrastructure in compliance with Sections 429.3, 429.4 and 429.5. When the calculation of percent served results in a fractional parking space, the applicant shall round up to the next whole number.

B. The proposal is consistent with the Union Gap Comprehensive Plan

- i. Goal TR 1: Ensure that Transportation facilities and services needed to support development are available concurrent with the impacts of such development
  - a) Pol. TR 1.6: Improvements to Union Gap's transportation system should accommodate not only existing conditions, but projected growth based on a realistic evaluation of the impact of state, regional, and local planning policies.
- ii. Goal U.1: To ensure that energy, gas, and communication facilities and services are provided in a cost-effective and efficient manner
  - a) New development shall be allowed only when and where utilities are adequate and only when and where such development can be adequately served by essential public utilities without significantly degrading level of service elsewhere.
- iii. Goal U.3: Minimize impacts associated with the siting, development, and operation of utility services and facilities on adjacent properties and the natural environment.
  - a) Pol U.3.2: Electric power substations, recycling drop off boxes, electrical vehicle infrastructure, and similar facilities should be sited, designed and buffered as needed to fit in with their surroundings. When sited within or adjacent to residential areas, special attention should be given to minimizing noise, light

and glare impacts. Visual and land use impacts resulting from electrical systems and other utility upgrades shall also be mitigated as needed.

- iv. Goal U.4: Develop an efficient utility system that supports the community vision (both public and private)
  - a) Site electrical vehicle infrastructure in locations that promote the City's long-term economic development plans.

C. The process for the proposed development regulation amendment shall follow the procedure found in UGMC 18.90

**6. Conclusions:**

- A. The public notice requirements of the Union Gap Municipal Code and State Environmental Policy Act have been satisfied.
- B. SEPA Environmental Review has been completed, resulting in the issuance of a Determination of Non-Significance (DNS) on February 23, 2023
- C. The SEPA DNS can be appealed to Yakima County Superior Court for 21 days following the City Council's decision
- D. The proposal is consistent with the goals and policies of the GMA, WAC 51-50-0429, the Union Gap Comprehensive Plan, and the Union Gap Municipal Code.
- E. The public use and interest will be served.

**7. Recommendation:**

The Yakima Valley Conference of Governments, acting as staff for the City of Union Gap, recommends that the Planning Commission recommend that the amendments be approved as proposed.

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. 3046**

**AN ORDINANCE** amending Union Gap Municipal Code (UGMC) Title 17 Zoning Chapter; 17.09 Special Development Standards to include 17.09.140 – Special development standards for Electric Passenger Vehicle Charging Stations.

**WHEREAS**, periodic updates are necessary to maintain compliance with the current Washington State Building Code 2018 Edition; and,

**WHEREAS**, the City wishes to remain in compliance with the Washington State Building Code & Residential Code current edition.

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

**Section 1.** Union Gap Municipal Code (UGMC) Title 17 Zoning Chapter; 17.09 Special Development Standards to include 17.09.140 – Special development standards for Electric Passenger Vehicle Charging Stations, is hereby amended as follows:

**Chapter 17.09 - SPECIAL DEVELOPMENT STANDARDS**

**17.09.010 - Purpose.**

The purpose of this chapter is to specify certain standards that, under special circumstances, may apply to or be required for approval of a proposed development or modifications to development. (Ord. 2274 § 1 (part), 2000)

**17.09.020 - Special development standards for the overlay districts.**

A. Purpose. The overlay zoning districts are established to coordinate the provisions established in the zoning ordinance, with more detailed policies and standards adopted in other plans and ordinances for the Yakima River greenway, airport, shorelines, and flood hazard areas.

B. Application. The provisions of this chapter shall apply when all or a portion of a development, or modification thereto, is proposed within the boundaries of an overlay district.

C. Project Review in Overlay Districts. In order to assure the appropriate standards are applied, all Class (1) uses in an overlay district shall be subject to Class (2) review (Chapter 17.13). All Class (2) uses shall be subject to Class (2) review and Class uses in an overlay district shall be subject to Class (3) review. A reviewing official may condition or deny approval of any use, development, or modification thereto in an overlay district, based on the provisions set forth and adopted by this section.

D. Special Development Standards in the Greenway Overlay District. All development in the greenway overlay district shall conform to the requirements and standards of the underlying zoning district and the policies and intent of the Yakima River regional greenway plan.

E. Special Development Standards in the Airport Overlay District. All development in the airport overlay district shall conform to the requirements and standards of the underlying zoning district and the policies and intent of the airport master plan.

F. Coordination with the Shorelines Master Program. If a proposed Class (2) or (3) use, nonconforming use expansion, or other modification is proposed on property within the jurisdictional boundaries of the applicable shoreline master program and is subject to permits thereof, the proposed change shall not be subject to the procedural requirements of this title, but shall be subject to all applicable standards of this title. If a conflict exists between the standards of the shoreline master program and this title, the more restrictive provisions shall apply. (Ord. 2274 § 1 (part), 2000)

**17.09.030 - Common open space requirements.**

The following provisions shall apply whenever the developer proposes common open space, or when required by a reviewing official under Class (2) or (3) review as a condition of approval:

A. Use. The common open space may be used for recreation; shoreline access; landscaping; visual, noise, or land use buffer; drainage control; or other uses approved by the reviewing official during project review. Uses authorized for the common open space shall be appropriate with the use, size, and density of the proposed development and the natural features of the site.

Common open space shall be improved for its intended use, but common open space containing natural features may be left unimproved. All structures and improvements permitted in the common open space must be appropriate with the authorized use and natural features of the common open space.

Common open space may be used only for those uses specified in the approved final site plan.

B. Location. The location, shape, size and character of the open space shall be suitable for the type of project. Generally, common open space shall be located:

1. To provide access to recreation facilities or link recreational facilities;
2. Next to other open space areas;
3. So that it buffers the proposed development from neighboring developments.

C. Retention and Maintenance. The final site plan shall include a provision approved by the reviewing official assuring the permanent retention and maintenance of the common open space. Such assurance may be in the form of restrictive covenants, dedication of open space to the public where such dedication will be accepted by the legislative body, a homeowner's association, or any other method approved by the reviewing official. All legal documents to carry out this requirement shall be approved by the jurisdictional legal authority. The document shall contain a provision

vesting the county/city with the right to enforce the permanent retention and maintenance of the common open space, and providing that, in the event that common open space is permitted to deteriorate, or is not maintained in a condition consistent with the approved plan and program, the county/city may at its option cause necessary maintenance to be performed and assess the costs thereof to the owners of the property within the project. A document shall also provide for the collection of such costs by lien and/or direct civil action. (Ord. 2274 § 1 (part), 2000)

**17.09.040 - Zero lot line development.**

A. Purpose. Zero lot line development for single-family dwellings may be permitted in order to: promote efficient land use, permit a more energy efficient arrangement of structures, protect environmentally sensitive areas, or provide more usable private or community open space.

B. Review Required. Zero lot line development in subdivisions and short subdivisions, approved after the effective date of the ordinance codified in this title, may be approved by Class (2) review. Zero lot line development may also be approved, on lots created before the effective date of this title, by Class (3) review. A site plan meeting the requirements of Section 17.11.040 or, as applicable, Section 17.11.050 shall be prepared for all zero lot line development.

C. Development Standards. All zero lot line developments shall comply with the standards of Table 17.05.020, the provisions of this title, and the following requirements; provided, that where the standards included herein conflict with the standards established in other sections of this title, the standards herein shall apply:

1. Dwelling Unit Setbacks.

- a. Interior Side Yard Setback Standard. The dwelling unit may be placed on one interior side property line (a zero setback). The setback standard from the other side property line shall be ten feet. No structures except for patios, pools, fences, walls, and other similar elements are permitted within the required setback area;
- b. Rear Yard Setback Standard. The rear yard setback standard is ten feet;
- c. Front and Street Side Setback Standards. Front and street side setback standards shall be those shown on Table 17.05.020.

2. Accessory Building Setback. Accessory buildings and structures shall observe the setback requirements for the main dwelling unit.

3. Maximum Lot Coverage. The total lot coverage on a lot shall not exceed the district requirements established in Table 17.05.020.

4. Platting Requirements. Each dwelling shall be located on its own individual platted lot. The plat shall show the zero lot lines and the related easements.

5. Openings Prohibited on the Zero Lot Line Side. In order to maintain privacy, there shall be no windows, doors, air conditioning units, or any other type of openings in the wall along the zero lot line, except when such a wall abuts permanent open spaces or a public or private right-of-way.



6. Maintenance and Drainage Easements. A perpetual maintenance, eaves overhang, and drainage easement at least five feet wide shall be provided on the lot adjacent to the zero lot line property line which, with the exception of walls and/or fences, shall be kept clear of structures. This easement shall be shown on the plat and incorporated into each deed transferring title on the property. The wall shall be maintained in its original color and treatment, unless otherwise agreed to in writing, by the two affected lot owners. Eaves, but no other part of any structure, may protrude across a side lot line, and such protrusion shall not exceed eighteen inches. Water runoff from the dwelling placed on the lot is limited to the easement area.

7. Common Open Space and Maintenance Facilities. Any common open space provided shall comply with the provisions of Section 17.09.030.  
(Ord. 2274 § 1 (part), 2000)

**17.09.050 - Performance standards—Emissions.**

A. Purpose and Application. The purpose of this section is to provide guidelines and general standards governing missions and miscellaneous items covered herein for use in evaluating the impact of proposed developments and uses, or changes or alterations thereto, being considered under the terms of this title. A reviewing official, including those engaged in Class (1) review, or administrative modification review may impose reasonable conditions, or in appropriate instances, deny proposed developments based on the standards and guidelines set forth in this section in order to assure that permitted uses do not generate gases, fumes, heat, glare, vibrations, or store solid waste in a manner inconsistent with the intent of the district and/or incompatible with surrounding uses.

B. Gases, Fumes and Vapors. The emission of any gases, fumes, or vapors dangerous to human health, animal life, vegetation, or property is prohibited.

C. Heat. No use shall produce heat significantly perceptible beyond its lot lines.

D. Glare. No use shall produce a strong dazzling light, or a reflection of a strong dazzling light, beyond its lot lines.

E. Vibrations. No use shall cause vibrations or concussions detectable beyond its lot lines, without the aid of instruments, with the exception of vibration resulting from construction activity.

F. Storage and Waste Disposal. All materials and waste which might cause fumes or dust, constitute a fire hazard, produce offensive odors, or which may be edible or otherwise attractive to rodents or insects, shall be stored in closed containers and in a manner to eliminate or prevent such hazards.

(Ord. 2274 § 1 (part), 2000)

**17.09.070 - Special development standards for motor vehicle fueling.**

A. Purpose. The purpose of this section is to establish special site design standards for retail businesses involving motor vehicle fueling. These standards are intended to assure that these uses are compatible with adjoining residential districts and the character of the district in which they are located.

B. Fifty-foot Setback from Residential Districts Required. Each pump island shall be set back at least fifty feet from the zoning district boundary of all adjoining residential districts. Other permitted structures shall comply with the setback provisions established in Table 17.05.020. (Ord. 2274 § 1 (part), 2000)

**17.09.090 - Special requirements for animal husbandry.**

A. Purpose. The purpose of this section is to assure that the raising of domesticated farm animals in the R-1, R-2, R-3, R-4, and CBD districts is compatible with adjoining residential uses and the intent and character of the district in which they are located.

B. Minimum Lot Size. The minimum lot size for animal husbandry within the city of Union Gap is one-half acre. A lot at least one-half acre in size shall be deemed to meet this requirement, even though a portion of the lot may be used for a single-family dwelling.

C. Project Review. Animal husbandry operations which would create noise and odors, attract insects or rodents, or be otherwise incompatible with surrounding residential uses or the intent of the zoning district, may be conditioned or denied by the reviewing official in accordance with the provisions of this section and Section 17.09.050.

D. Minimum Setback. No portion of any structure used to house a domesticated farm animal shall be within one hundred feet of any residence, other than the dwelling on the same lot.

E. Maximum Number of Animals. The maximum number of animals that may be kept on the site at any time of the year shall be the number of animals that can be sustained by the pasture on which they are kept as their primary source of food, except during the winter months. The burden of proving that the pasture can sustain the number of animals in question shall be on the applicant.

F. Fencing. Fencing adequate to contain the animals shall be provided and maintained. (Ord. 2274 § 1 (part), 2000)

**17.09.110 - Special requirements for bed and breakfast inns.**

Bed and breakfast inns shall meet all applicable health, fire, safety, and building codes. Any reception hall or meeting room shall be restricted to serve no more than the total number of tenants, unless otherwise specifically authorized. In addition, bed and breakfast inns shall be subject to the following requirements, except in those zoning districts in which motels and hotels are Class (1), (2), or (3) uses:

A. Home occupation bed and breakfast inns shall be operated so as not to give the appearance of being a business, and the inn shall not infringe upon the rights of neighboring residents to peaceful occupancy of their homes. Minimal outward modifications of the structure or grounds may be made only if such changes are compatible with the character of the neighborhood.

B. Meals shall only be served to guests, even if required to be licensed as a restaurant under state regulations, except as otherwise permitted in this title.

C. The number of guestrooms shall not be increased through any exterior modifications or additions to the home occupation bed and breakfast.

D. The front yard area shall not be used for off-street parking for bed and breakfast guests, unless the parking area is screened and found to be compatible with the neighborhood, or unless waived by the reviewing official.

E. One nonilluminated or externally illuminated sign, not exceeding the maximum size allowed within the zoning district in which located, and bearing only the name of the inn and/or the operator, shall be permitted.

F. The reviewing official may authorize use of the bed and breakfast inn for receptions, group meetings, and special gatherings based upon the size of the inn, availability of adequate off-street parking spaces, public health considerations, and compatibility with the surrounding neighborhood.

G. The number of lodging or guestrooms in home occupations shall be no more than five.  
(Ord. 2274 § 1 (part), 2000)

**17.09.120 - Special requirements for adult entertainment businesses.**

Adult entertainment businesses are subject to the following:

A. No adult entertainment business shall be located within one thousand (1,000) lineal feet of lands zoned R-1 or R-2 residential;

B. No adult entertainment business shall be located within one thousand (1,000) lineal feet of the perimeter of any roller or ice skating rink, church, public park, or school grounds;

C. No adult entertainment business shall be located within one thousand (1,000) feet of any other adult entertainment business.

(Ord. 2274 § 1 (part), 2000)

**17.09.130 - Special requirements for social gambling establishments.**

No "social gambling establishment" shall be permitted within five hundred (500) feet of any public school, private school (meeting the requirements of private schools under Title 28A RCW), church or public park as measured according to RCW 66.24.010(9) or as the same may be hereafter amended.

(Ord. 2407 (part), 2004)

**17.09.140 – Special development standards for Electric Passenger Vehicle Charging Stations**

**A. Purpose.**

The purpose of this chapter is to ensure the effective installation of electric passenger vehicle charging stations. Where any other provisions of the Union Gap Municipal Code directly conflict with this chapter, this chapter shall control.

**B. Designation of electric passenger vehicle charging stations.**

1. Level 1 is a considered slow charging and operates on a fifteen to twenty amp breaker on a one hundred twenty volt AC circuit.
2. Level 2 is considered medium charging and operated on a forty to one hundred amp breaker on a two hundred eight or two hundred forty volt AC circuit.
3. Level 3 is considered fast or rapid charging and operated on a sixty amp or higher breaker on a four hundred eighty volt or higher three-phase circuit with special grounding equipment. Level 3 stations can also be referred to as rapid charging stations that are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric passenger vehicles.

**C. Setbacks**

Level 3 chargers require a minimum fifty-foot setback from Residential Districts Required. Each bank of charging stations shall be set back at least fifty feet from the zoning district boundary of all adjoining residential districts. Other permitted structures shall comply with the setback provisions established in Table 17.05.020.

**D. Site Screening shall comply with chapter 17.07 of the UGMC.**

**E. Where permitted.**

1. Level 1 and 2 electric passenger vehicle charging stations are a permitted use in all zoning districts.
2. Level 3 electric passenger vehicle charging stations are a permitted in accordance with the Permitted Land Use Table 17.04.030 of the Union Gap Municipal Code.
3. A class 2 review is required for any electric passenger vehicle charging station proposed in the right of way.

**F. Standards for electric passenger vehicle charging stations.**

Electric passenger vehicle charging stations utilizing parking stalls located in a parking lot or parking garage shall comply with chapter 17.06 of the Union Gap Municipal Code and the following standards.

1. Except when located in conjunction with single-family residences, electric passenger vehicle charging stations shall be reserved for parking and charging of electric vehicles only.
2. Signage. Each electric passenger vehicle charging station shall be posted with signage indicating the space is only for electric passenger vehicle charging purposes. On-premise directional signs conveniently located to guide motorists to the charging stations are allowed without additional review.
3. Accessibility. The design and location of the electric passenger vehicle charging stations shall comply with the following accessibility requirements:

a. Accessible vehicle charging stations shall be provided based on the following table:

Number of EV Charging Stations	Minimum Accessible EV Charging Stations
3 – 50	1
51 – 100	2

b. Accessible charging stations shall be located in proximity to the buildings or facility entrances and shall be connected to an accessible route of travel.

c. Accessible charging stations shall comply with the requirements of WAC 51-50-005.

**G. Lighting.**

Adequate site lighting shall be provided and shall comply with chapter 17.06.100 of the Union Gap Municipal Code.

**H. Equipment.**

Equipment for electric passenger vehicle charging stations shall comply with the following standards:

1. Charging station outlets and connector shall be no less than thirty-six inches or no higher than forty-eight inches from the top of the surface where mounted and shall contain a retraction device or a place to hang cords and connectors above the ground surface.
2. Equipment shall be protected by wheel stops, curbing or concrete-filled bollards.

**I. Notification.** The following information shall be posted at all electric passenger vehicle charging stations:

1. Voltage and amperage levels;
2. Hour of operations if time limits or tow-away provisions are to be enforced by the property owner;
3. Usage fees;

4. Safety information;
5. Contact information for reporting when the equipment is not operating or other problems.

**J. Minimum parking requirements.**

Electric passenger vehicle charging stations located within parking lots or garages may be included in the calculation of the minimum required by chapter 17.06 of the Union Gap Municipal Code.

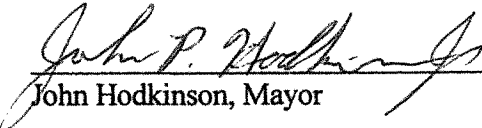
**Section 2. Severability.**

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, clause or phrase of this Ordinance.

**Section 3. Effective Date.**

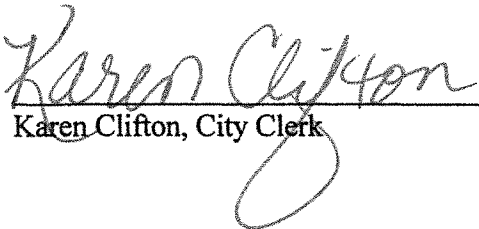
This Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

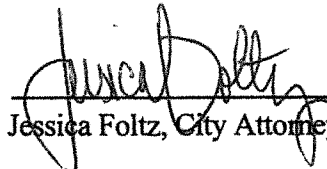
**ORDAINED** this 22<sup>nd</sup> day of May, 2023.

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

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Karen Clifton, City Clerk

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



## City Council Communication

**Meeting Date:** September 23, 2024  
**From:** Jason Cavanaugh, Director of PW & CD  
**Topic/Issue:** Resolution – Interlocal Agreement with City of Yakima for Stormwater Laboratory Services

**SYNOPSIS:** The City of Union Gap and the City of Yakima each operate stormwater programs under the Department of Ecology Eastern Washington Phase II Municipal Stormwater Permit. The permit requires that each permittee perform E. Coli testing on samples collected from selected streams in the Mid-Yakima River basin.

The City of Union Gap found that no local commercial laboratories could provide the required testing services and consequently requested permission to utilize the City of Yakima’s Wastewater Treatment Plant laboratory services to perform the required testing on the City of Union Gap samples.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign an Interlocal Agreement with City of Yakima for Laboratory Services to Conduct E. Coli Testing on Stream Flows from the Mid-Yakima River Basin.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Interlocal Agreement

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

**A RESOLUTION** authorizing the City Manager to sign an Interlocal Agreement between City of Yakima and City of Union Gap for laboratory services.

**WHEREAS**, the City of Union Gap is required to comply with the State of Washington’s Eastern Washington Phase II Municipal Stormwater General Permit, hereinafter referred to as the “Permit”; and

**WHEREAS**, the City of Union Gap is required by the Permit to enhance its Illicit Discharge Detection and Elimination (IDDE) program; and

**WHEREAS**, the enhancement of the IDDE requires collection of samples along selected water bodies in the Mid Yakima River Basin to investigate the City of Union Gap’s MS4 outfall’s for illicit discharges contributing to E. coli to waters of the state; and

**WHEREAS**, the City of Yakima is a State Certified Laboratory for conducting such E. Coli testing in accordance with the Department of Ecology; and

**WHEREAS**, the City of Union Gap desires to utilize the City of Yakima’s laboratory services to conduct E. Coli testing; and

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

The City Manager is authorized to sign an Interlocal Agreement between City of Yakima and the City of Union Gap.

**PASSED** this 23<sup>rd</sup> day of September, 2024.

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

ATTEST:

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

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



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF YAKIMA AND CITY OF UNION GAP  
FOR LABORATORY SERVICES**

THIS AGREEMENT is entered into between the City of Yakima (hereinafter the "City"), whose address is 129 North 2<sup>nd</sup> Street, Yakima, Washington 98901 and City of Union Gap, Washington through its Public Works Department, whose address is 102 West Ahtanum Road, Union Gap, Washington 98903, pursuant to RCW 39.34.

WHEREAS, the City and the City of Union Gap both have the Eastern Washington Phase II Municipal Stormwater Permit, and wish to ascertain the most cost beneficial course of action for the Parties in order to provide the best value to its citizens concerning Permit activities; and,

WHEREAS, the Permit requires both the City and the City of Union Gap to sample selected water bodies in the Mid-Yakima River Basin six times per year for E. Coli; and,

WHEREAS, the City of Union Gap desires to utilize the City's laboratory services to conduct E. Coli testing on stream flows from the Mid-Yakima River Basin; and,

WHEREAS, the E. Coli testing will be utilized to identify bacteria levels in the stream flows; and,

WHEREAS, the City of Union Gap desires the City to perform such E. Coli testing in accordance with Standard Method 9223 B. Colilert 24® QTray Procedure; using the Most Probable Number (MPN) to calculate the estimation of the E. Coli density; and,

WHEREAS, the City, having a State Certified Laboratory for conducting such E. Coli testing in accordance with the Department of Ecology; and,

WHEREAS, testing of stream flows will enable the City and City of Union Gap to target areas of high bacterial pollution for additional cleaning or education and outreach opportunities; and,

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Purpose. The purpose of this Agreement is to define the scope of services contracted between the City and the City of Union Gap, set forth the compensation paid for such services and enumerated other related provisions that contribute to the mutual benefit of the parties to this Agreement.
2. Duration of Agreement. This Agreement shall become effective on the date of signing by the City and the City of Union Gap, and shall continue until July 31, 2029 or terminated by either party in accordance with Section 11 of this Agreement.
3. Obligations of the Parties.
  - A. The City of Union Gap will:

- a) In accordance with Standard Methods, collect and deliver to the City's Wastewater Laboratory samples of the City of Union Gap streams, drains and canals to be tested for E. Coli; not to exceed a total of sixteen (16) samples bi-monthly.
- b) Ensure all samples are accompanied with the proper Chain-of-Custody forms. Information to include:
  - Date of request
  - Date of sample
  - Sample identification
  - Type of preservation used (if any)
  - Test requested
  - Name (s) and signature (s) of individual (s) collecting and delivering the samples to the lab.
  - Time delivered to the lab.
- c) Provide the City with one weeks' notice prior to each of the bi-monthly sampling events.
- d) Deliver samples to the City's Wastewater Laboratory no later than 1:30 pm Monday through Friday.
- e) Provide up to sixteen (16) water samples bi-monthly for a period of sixty (60) months for a total of 480 samples.
- f) Be assessed the current Fecal Coliform rate on record (currently \$88.98) in accordance with 7.60.105 E. (2) of the City of Yakima's Municipal Code for Laboratory Testing Fees, except as follows:
  - i. No more than sixteen (16) samples may be delivered bi-monthly.
  - ii. There will be a ten percent (10%) administrative fee added to the total amount when invoiced.
- g) Reimburse the City for lab services provided by the City when billed with invoices from the City.

B. The City will:

- a) Sterilize City-provided sample containers prior to bi-monthly sample dates and provide Chain-of-Custody forms.
- b) Ensure all samples received from the County are accompanied with the proper Chain-of-Custody forms and will provide the following:
  - Time samples arrived
  - Conditions of samples/Observations
  - Name and signature of individual receiving the samples into the lab.
- c) Ensure the testing of all samples is performed in accordance with Standard Method 9223 B. Colilert 24® QTray Procedure; using MPN to calculate the estimation of

the E. Coli density. For each sample, dilutions will be set up, as necessary, to ensure results fall within a lower detection limit of 1 MPN/100 ml and an upper detection limit of 2419.6 MPN/100 ml.

- d) Ensure the name(s) and signature(s) of all individual(s) performing the E. Coli testing and MPN calculations are included with the results on the appropriate benchsheet.
- e) Submit results with the billed invoices to the County for laboratory services rendered by the City.

C. This Interlocal Agreement shall be in full force and effect when executed by the City and the City of Yakima.

4. Administration. This Agreement shall be administered by the City's Wastewater Division Manager and the City of Union Gap Public Works Department.

5. No Third Party Rights. This Agreement is entered into for the sole benefit of the City and the City of Union Gap. It shall confer no benefits or rights, direct or indirect, on any third parties. No person or entity other than the City and the City of Union Gap may rely upon or enforce any provision of this Agreement.

6. Indemnification and Hold Harmless.

a. Each party hereto agrees to be responsible and assume liability in the performance of this Agreement for its own wrongful and/or negligent acts or omissions, and those of its officers, agents, or employees to the fullest extent allowed by law.

b. The provisions of this Section shall survive the termination or expiration of this Agreement.

c. Nothing contained in this Section or this Agreement shall create a liability or a right of indemnification in any third party.

7. Integration. This Agreement contains all of the terms and conditions agreed on by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, are deemed to exist or to bind either of the parties.

8. Modifications. The parties may modify this Agreement but no proposed changes or modifications shall have validity or become binding on either party unless such changes or modifications are in writing and executed by both parties.

9. Nondiscrimination. The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or

physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

10. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and

the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

11. Waiver. The waiver by either party of any term or condition of this Agreement shall not operate in any way as a waiver of any other condition, obligation or term or prevent either party from enforcing such provision.

12. Termination. The parties may terminate this Agreement, with or without cause, by written notice from either party to the other party thirty (30) days in advance of the termination. In the event of termination, the amount of compensation shall be for services rendered through the termination date.

13. Survival. Any provision of this Agreement which imposes an obligation after expiration or termination of this Agreement shall survive the expiration or termination and shall bind the parties.

14. Notices. Unless otherwise stated herein, all notices and demands are required in written form and sent to the parties at their addresses as follows:

TO CITY OF YAKIMA:  
Vicki Baker, City Manager  
129 North Second Street  
Yakima, WA 98901

COPY TO CITY OF YAKIMA  
Scott Schafer, Public Works Director  
2301 Fruitvale Blvd.  
Yakima, WA 98902

TO CITY OF UNION GAP:  
Jason Cavanaugh, Public Works  
Director  
102 West Ahtanum Road  
Union Gap, WA 98903

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall lie in a court of competent jurisdiction in Yakima County.

15. Compliance with Law. All Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

16. Filing. Copies of this Agreement shall be filed with the Yakima County Auditor, pursuant to RCW 39.34.040, and with the City Clerk of Union Gap

**CITY OF YAKIMA**

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Vicki Baker, City Manager

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ATTEST: Rosalinda Ibarra  
City Clerk

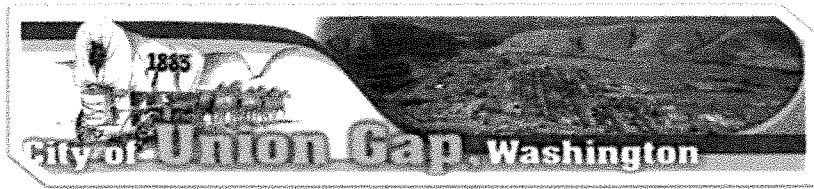
**City of Union Gap**

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Sharon Bounds, City Manager

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Lynette Bisconer  
City Clerk



## City Council Communication

**Meeting Date:** October 23, 2024

**From:** Sharon Bounds, City Manager

**Topic / Issue:** Letter to State Supreme Court relating to the Revised Caseload Standards

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**There was not time to include a letter in the council packet so a letter will be drafted by the city attorney and hand delivered to council to review at the meeting.**

**SYNOPSIS:** There are proposed changes to CrRLJ 3.1, Standards for Indigent Defense Services which are currently open for official comment. These standards limit the number of cases our public defense attorneys can handle. The cities are already struggling in having enough attorneys to handle the current caseloads and the proposed changes would add to that.

**RECOMMENDATION:** Authorize the City to send a letter to Washington Supreme Court urging them not to adopt the proposed standards as they are currently drafted

**LEGAL REVIEW:** Written by the City Attorney

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** The proposed changes to CrRLJ 3.1 would place an even greater undue hardship on the city.

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:** 1) Letter

# **CONSENT AGENDA**

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
**Union Gap, Washington**  
**September 9, 2024, Regular Meeting**  
**MINUTES**

Call to Order Mayor Hodkinson called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.

Council Members Present Council Members Sewell, Wentz, Galloway, Gonzalez, Schilling and Dailey were present.

Staff Present City Manager Bounds, Police Chief Cobb, Fire Chief Markham, Public Works and Community Director Cavanaugh, Civil Engineer Dominguez, and Finance & Administration Director Bisconer were present.

Audience Present See attached list.

Pledge of Allegiance Council Member Galloway led the pledge of allegiance.

Consent Agenda Motion by Council Member Wentz, second by Council Member Dailey to approve the consent agenda as follows:

Regular Council Meeting Minutes, dated August 26, 2024, as attached to the Agenda and maintained in electronic format

Claims Vouchers – EFT’s, and Check No’s 109046 through 109108 for September 9, 2024 in the amount of \$976,487.92

Advance Travel Vouchers – Check No. 1318 through 1319 in the amount of \$761.00

USDA Loan – EFT for July 2024 in the amount of \$114,307.00

Motion carried unanimously.

General Items

Special Presentation Mayor Hodkinson stated this has been rescheduled for September 23, 2023.  
Jim Restucci



*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – September 9, 2024*

Finance & Administration

Special Presentation

City Manager Bounds presented Public Works & Community Development Director Cavanaugh a plaque for 10 years of service with the City.

Police

Resolution No. – 24-82 –  
Surplus Vehicles

Motion by Council Member Wentz, second by Council Member Sewell to approve Resolution No. – 24-82 – declaring Police Department vehicle surplus and providing for disposition of the same. Motion carried unanimously.

Public Works & Community  
Development

Resolution No. – 24-83 –  
Setting Public Hearing –  
Yakima MSA Limited  
Partnership Franchise  
Agreement

Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 24-83 – setting a public hearing for September 23, 2024 regarding entering into a Franchise Agreement with Yakima MSA Limited Partnership for a non-exclusive franchise within the City of Union Gap. Motion carried unanimously.

Committee Reports

Council Member Schilling informed she has received notification that she is on the AWC Federal Legislation Priorities Committee and they will start meeting next month.

Items from the Audience

None.

City Manager Report

City Manager Bounds distributed a correspondence letter from City Attorney Foltz regarding Council Member Schilling’s concern about utilizing her personal computer to attend viral trainings necessitated by her role as a Council Member. City Manager Bounds informed the correspondence letter provides clarification that it would not be inappropriate or of concern from a public records standpoint to utilize a personal computer for the sole purpose of attending a virtual training.

Communications/Questions/  
Comments

None.

Development of next Agenda

None.

Adjournment of Meeting

Mayor Hodkinson adjourned the regular meeting at 6:11 p.m.

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – September 9, 2024*

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Sharon Bounds, City Manager

ATTEST:

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Lynette Bisconer, City Clerk





## City Council Communication

**Meeting Date:** September 23, 2024  
**From:** Lynette Bisconer, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers – September 23, 2024

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**SYNOPSIS:** Claim Vouchers Dated September 23, 2024

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 109126 through 109192 in the amount of \$451,046.58.

**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: 17:01:24 Date: 09/18/2024

01/01/2024 To: 09/30/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5556	09/03/2024	Claims	2	EFT	CHASE PAYMENTECH	2,385.20	ONLINE PAYMENTS FEE - 08/2024
5557	09/03/2024	Claims	2	EFT	PATHPOINT MERCHANT SERVICES LLC	2.50	ONLINE PAYMENTS FEE - 08/2024
5662	09/06/2024	Claims	2	EFT	US BANK - CHECKING	30.00	INVESTMENT MAINTENANCE FEE - 08/2024
5763	09/16/2024	Claims	2	EFT	US BANK - CHECKING	106.88	ANALYSIS FEE - 08/2024
5766	09/23/2024	Claims	2	EFT	WA STATE DEPT OF REVENUE	19,713.03	EXCISE TAX - 08/2024
5792	09/23/2024	Claims	2	EFT	CENTURY LINK - LD	57.12	LONG DISTANCE - 09/2024
5793	09/23/2024	Claims	2	EFT	CENTURY LINK	612.97	CIVIC CENTER TRUNK SVC - 08/2024
5794	09/23/2024	Claims	2	EFT	OFFICE DEPOT-CITY HALL	160.82	HP952 INK CARTRIDGES, MOUSE PAD & PENDAFLEX 3 1/2" EXPANSION FILE FOLDERS
5795	09/23/2024	Claims	2	EFT	OFFICE DEPOT-PD	130.06	COPY PAPER, MULTI-COLOR INDEX TABS & HEAVY DUTY 1 1/2' 3-RING BINDER
5796	09/23/2024	Claims	2	EFT	SPECTRUM ENTERPRISE	472.62	LIBRARY/COMMUNITY CENTER TV SERVICE - 09/2024; CIVIC CENTER TV SERVICE - 07/2024 &
5797	09/23/2024	Claims	2	EFT	US BANK CARDMEMBER SVC	9,720.27	2024 NATIONAL NIGHT OUT SUPPLIES - CHIPS, HOT DOGS, NAPKINS, PLATES, BUNS & ICE; 2024 NATIONAL NIGHT OUT SUPPLIES - KETCHUP, RELISH, MUSTARD & WATER; AWC ANNUAL CONFERENCE 2024 REGISTRATION FOR JULIE;
5669	09/09/2024	Claims	2	109126	MEDSTAR CABULANCE, INC.	75,521.16	DIAL A RIDE/FIXED ROUTE - 08/2024
5791	09/18/2024	Claims	2	109127	MBI SYSTEMS, INC.	1,995.25	50% DEPOSIT INVOICE FOR CLERKS WORK STATIONS
5798	09/23/2024	Claims	2	109128	ABC FIRE CONTROL INC 2009	683.82	ANNUAL FIRE EXTINGUISHER INSPECTIONS - CENTRAL WA AG MUSEUM
5799	09/23/2024	Claims	2	109129	ABSOLUTE COMFORT TECHNOLOGY LLC	3,084.92	QUARTERLY 2024 FALL SERVICE - CIVIC CENTER; BI-ANNUAL 2024 FALL SERVICE - ACTIVITIES BLDG & YOUTH BARN
5800	09/23/2024	Claims	2	109130	ADVANCED TRAVEL EXP. FUND	364.25	REIMBURSE #1192 - DT INSTRUCTOR TRAINING 08/25-30/2024 - SEATTLE, WA - J. BROWNELL
5801	09/23/2024	Claims	2	109131	AMAZON CAPITAL SERVICES, INC	233.03	INK CARTRIDGES; ELECTRIC STAPLER, MAGNETIC LABEL HOLDERS, METAL RULER & MAGNIFYING GLASS W/LIGHT
5802	09/23/2024	Claims	2	109132	AMERICAN ROCK PRODUCTS	660.65	HMA 1/2" COMMERCIAL 64-28 - 7.37 TONS
5803	09/23/2024	Claims	2	109133	ANATEK LABS, INC.	245.00	COLIFORM BACTERIA SAMPLING - P/A BY SM 9223B; FINANCE CHARGE - 8/9/2024
5804	09/23/2024	Claims	2	109134	AT&T MOBILITY	270.66	PD MODEMS - 08/2024
5805	09/23/2024	Claims	2	109135	ATLAS STAFFING INC	4,284.72	SEASONAL PARKS - WEEK WORKED - 08/31/2024- T. CARLS & R. RAMIREZ; SEASONAL PARKS - WEEK WORKED - 09/07/2024 - T. CARLS & R. RAMIREZ
5806	09/23/2024	Claims	2	109136	BATTERIES PLUS BULBS	54.13	CUSTOM BATTERY PACKS - 3 CELL TEC9003 & 1.2 VOLT 1100MAH BATTERIES

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5807	09/23/2024	Claims	2	109137	BORARCHITECTURE PLLC	396.90	ARCHITECTURAL SVCS - LIBRARY/COMMUNITY CENTER - 07/2024
5808	09/23/2024	Claims	2	109138	CRAIG G BUNTING	136.00	WA STATE DEPARTMENT OF LICENSING CDL LICENSE RENEWAL REIMBURSEMENT
5809	09/23/2024	Claims	2	109139	CASCADE NATURAL GAS CORP	410.52	CIVIC CAMPUS - 08/2024; FIRE DEPT - 08/2024 & PD ANNEX BLDG - 08/2024; LIBRARY - 08/2024, 4401 1/2 MAIN STREET - 08/2024 & 4401 MAIN STREET # 2 - 08/2024; LIBRARY/COMMUNITY CENTER - 08/2024
5810	09/23/2024	Claims	2	109140	CASCADE VALLEY LUBE	53.55	BASIC SERVICE - VEH #1027
5811	09/23/2024	Claims	2	109141	CENTRAL WASHINGTON AGRICULTURAL MUSEUM	5,500.00	GENERAL MGR SVC - 08/2024 - P. STRATER & C. REESE
5812	09/23/2024	Claims	2	109142	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	SFP SALES/MARKETING - 09/2024
5813	09/23/2024	Claims	2	109143	CHRISTENSEN, INC.	2,071.18	PD FUEL - 09/01/2024 - 09/15/2024
5814	09/23/2024	Claims	2	109144	CI INFORMATION MANAGEMENT	258.70	CITY HALL SHRED SERVICE - 08/2024; PD SHRED SERVICE - 08/2024
5815	09/23/2024	Claims	2	109145	CINTAS CORP #605	74.31	CIVIC CENTER & PD MAT SERVICE - 09/06/2024
5816	09/23/2024	Claims	2	109146	CITY OF YAKIMA	79,508.80	WHOLESALE SEWER 3 PARTY AGREEMENT - 08/2024
5817	09/23/2024	Claims	2	109147	CLASSIC CAR WASH	123.50	PD CAR WASHES - 08/2024
5818	09/23/2024	Claims	2	109148	COLEMAN OIL COMPANY	464.83	YVCRU FUEL - 08/2024
5819	09/23/2024	Claims	2	109149	CONCORD CONSTRUCTION, INC.	26,790.12	LIBRARY/COMMUNITY CENTER PROJECT - APPLICATION #2302-17 THRU 08/31/2024
5820	09/23/2024	Claims	2	109150	CONCRETE SPECIAL TIES, INC.	64.04	SIMPSON EPOXY SET XP22
5821	09/23/2024	Claims	2	109151	COPIERS NORTHWEST	256.77	PD COPIER LEASE - 08/2024
5822	09/23/2024	Claims	2	109152	CUMMINS SALES & SERVICE	3,616.44	MAINTENANCE - WELL#5; MAINTENANCE - LIFT STATION #1; ANNUAL SERVICE MAINTENANCE - CIVIC CENTER GENERATOR
5823	09/23/2024	Claims	2	109153	CURTIS BLUE LINE	407.29	32W UNHEMMED DARK NAVY 8.5 OZ WORSTED WOOL PANTS - A. GONZALEZ; CLASS B UNIFORM - SHORT SLEEVE SHIRT, NAME PATCH & SEW EMBLEM - A. GONZALEZ; UGPD GOLD COLLAR BRASS
5824	09/23/2024	Claims	2	109154	D&G CLEANING LLC	5,597.00	ACTIVITIES BLDG/YOUTH BARN CLEANING SERVICE - 08/2024; CIVIC CENTER CLEANING SERVICE - 08/2024
5825	09/23/2024	Claims	2	109155	DEPARTMENT OF HEALTH	72,987.25	DWSRF LOAN PAYMENT - LOAN #DM13-952-138
5826	09/23/2024	Claims	2	109156	EVERGREEN SERVICES	519.36	CIVIC CENTER LAWN SERVICE - 08/2024
5827	09/23/2024	Claims	2	109157	FASTENAL	35.70	ZINC FINISH HEX HEAD LAG SCREWS & YELLOW ZINC FLAT WASHERS
5828	09/23/2024	Claims	2	109158	FUTURELINK COMMUNICATIONS	330.01	RECONFIGURED PHONES - MAIN LINE TO RING TO EXT #1002 & 1013 & EXT #1015 ADDED NIGHT MODE BUTTON

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5829	09/23/2024	Claims	2	109159	GALLS, LLC	291.02	POLYWOOL L/S SHIRT & 4-PKT WOLL BLENT LT TROUSERS - A. GONZALEZ
5830	09/23/2024	Claims	2	109160	GENE WEINMANN CONSULTING	95.51	CDBG COORDINATOR & SUPPLIES - 09/2024
5831	09/23/2024	Claims	2	109161	HID GLOBAL CORPORATION	1,238.27	FINGERPRINT MACHINE MAINTENANCE RENEWAL - 08/01/2024 - 07/31/2025
5832	09/23/2024	Claims	2	109162	HLA ENGINEERING & LAND SURVEYING INC	54,682.52	PROFESSIONAL ENGINEER SERVICES - 08/2024
5833	09/23/2024	Claims	2	109163	INLAND FIRE PROTECTION	1,942.86	ANNUAL FIRE EXTINGUISHER MAINTENANCE - 1000 W. AHTANUM ROAD; ANNUAL FIRE EXTINGUISHER MAINTENANCE - 4401 MAIN STREET
5834	09/23/2024	Claims	2	109164	LAW OFFICES OF DANIEL POLAGE	8,000.00	PUBLIC DEFENDER SERVICE - 08/2024
5835	09/23/2024	Claims	2	109165	LAW OFFICES OF MARGITA DORNAY	19,500.00	PROSECUTING ATTORNEY - 09/2024
5836	09/23/2024	Claims	2	109166	LOWES COMPANY INC	845.16	BROK CLIPS, 1-GAL TANK SPRAYER, OSC HARDWOOD BLADE, OSC ACCESSORY KIT & 11-PC RECIPROCATING SAW BLADES; 1/4" OD UNION, 1/4" CAPTIVE SLEEVE & 25-FT 1/4" POLY TUBING; OXI CLEAN DETERGENT, DEWALT 4-IN &
5837	09/23/2024	Claims	2	109167	MBI CONSTRUCTION SERVICE INC.	451.67	COU/FIRE DEPT #96 MAINTENANCE
5838	09/23/2024	Claims	2	109168	MISSION COMMUNICATIONS, LLC	4,243.80	ANNUAL SERVICE - ALARM MONITORING FOR TELEMETRY SYSTEM
5839	09/23/2024	Claims	2	109169	ROBERT R NORTHCOTT	525.00	PUBLIC DEFENDER
5840	09/23/2024	Claims	2	109170	OFFICE SOLUTIONS NORTHWEST	452.34	DOCUMENT HOLDER, COPY PAPER, 2-HOLE PUNCH, HP 962XL INK CARTRIDGES & 1" BINDER; CLOROX WIPES, COPY PAPER, LINEN COVER STOCK, FILING TABS, & HP 952XL INK CARTRIDGES
5841	09/23/2024	Claims	2	109171	PACIFIC POWER	12,211.86	TRAFFIC LIGHTS - 08/2024; FIRE DEPT - 09/2024 & PD ANNEX BLDG - 09/2024; CIVIC CAMPUS - 09/2024; LIFT STATION - 09/2024; STREET LIGHTS/BOOSTER PUMPS - 08/2024; LIBRARY/COMMUNITY CENTER - 08/2024
5842	09/23/2024	Claims	2	109172	PEOPLE FOR PEOPLE	2,400.00	SENIOR NUTRITION TEMPORARY SITE MANAGER - 08/2024
5843	09/23/2024	Claims	2	109173	PETTY CASH (CK ACCT)	120.00	YVCOG MEETING - 09/18/2024 - J.HODKINSON, J. GALLOWAY, J. SCHILLING, & J. CAVANAUGH
5844	09/23/2024	Claims	2	109174	PETTY CASH	18.82	MISC RECEIPTS - 09/2024
5845	09/23/2024	Claims	2	109175	REPUBLIC PUBLISHING CO	100.80	NOTICE OF IN PERSON LTAC MEETING - 09/10/2024
5846	09/23/2024	Claims	2	109176	SHERWIN-WILLIAMS COMPANY	58.21	STREET PAINT - 5 GAL STRAINER

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5847	09/23/2024	Claims	2	109177	SIRCHIE ACQUISITION COMPANY, LLC	383.50	EVIDENCE TAPE, ROLLER MEASURING WHEEL, & PATROL LATENT PRINT KIT
5848	09/23/2024	Claims	2	109178	DON C. SMITH	2,104.34	LEOFF 1 RETIREE MASSAGE THERAPY - 07/16/2024 & 07/18/2024; LEOFF 1 RETIREE MASSAGE THERAPY - 07/23/2024 & 07/25/2024; LEOFF 1 RETIREE MASSAGE THERAPY - 07/30/2024 & 08/01/2024; LEOFF 1 RETIREE RX
5849	09/23/2024	Claims	2	109179	STATE AUDITOR'S OFFICE	1,598.50	2023 AUDIT - AUDIT #60910 - 08/2024
5850	09/23/2024	Claims	2	109180	THE JANITOR'S CLOSET	257.03	ACTIVITIES BLDG/BARN SUPPLIES - CAN LINERS & FOAM SOAP
5851	09/23/2024	Claims	2	109181	THE REAL YELLOW PAGES	213.92	PARK AD - WHITE & YELLOW PAGES - 09/2024
5852	09/23/2024	Claims	2	109182	U.S. CELLULAR	2,480.98	PD PHONE SERVICE - 08/2024
5853	09/23/2024	Claims	2	109183	UNITED STATES POSTMASTER	999.84	UB POSTAGE - 09/2024
5854	09/23/2024	Claims	2	109184	UPS	100.93	PD SHIPPING - 08/2024
5855	09/23/2024	Claims	2	109185	VIC'S AUTO & SUPPLY UNION GAP - PW	188.75	HYDRAULIC OIL - ECONOMY AW32; NAP NIGHT VISION CLEAR LOW BEAMS & DOOR UPHOLSTRY TOOL - VEH #1017
5856	09/23/2024	Claims	2	109186	WA STATE TREASURER	9,545.40	CJRS - 08/2024
5857	09/23/2024	Claims	2	109187	WELLS FARGO VENDOR FIN SERV	1,036.44	KYOCERA TASKALFA 6054CI LEASE - 09/2024
5858	09/23/2024	Claims	2	109188	BARRY M WOODARD	525.00	PUBLIC DEFENDER INTERPRETING SVC - 03/11/2024, 04/01/2024, 04/22/2024, 05/20/2024, 07/11/2024 & 07/29/2024
5859	09/23/2024	Claims	2	109189	YAKIMA CO TREAS PROSECUTING	142.71	CVC - 08/2024
5860	09/23/2024	Claims	2	109190	YAKIMA COOPERATIVE ASSN	364.55	PD FUEL - 07/11/24 - 13.256 GALLONS; PD FUEL - 07/10/24 - 15.423 GALLONS; PD FUEL - VEH #9 - 8.758 GALLONS - 08/30/2024; CLERK/TREASURER VEHICLE FUEL - 12.7580 GALLONS - 08/06/2024; PD FUEL
5861	09/23/2024	Claims	2	109191	YAKIMA WASTE SYSTEMS INC	889.45	WASTE SERVICE - 08/2024
5862	09/23/2024	Claims	2	109192	YORKS PEST CONTROL, LLC	146.07	GENERAL PEST CONTROL - CIVIC CENTER - 09/12/2023

001 Current Expense Fund	74,297.19
101 Street Fund	8,885.14
107 Lodging Tax Fund	6,183.82
108 Tourism Promotion Area Fund	2,600.80
111 Library & Community Center Fund	4,700.82
123 Criminal Justice Fund	22,486.20
128 Transit System Fund	75,641.90
130 Community Policing Fund	929.71
170 Housing Rehabilitation Fund	95.51
306 Park Development Reserve Fund	4,780.50
313 Fire Department Reserve Fund	451.67
318 Real Estate Excise Tax Fund	318.00
401 Water Fund	89,696.80
402 Garbage Fund	11,663.68
403 Sewer Fund	86,704.50
404 Water Improvement Reserve	337.00
405 Sewer Improvement Reserve	47,797.02
630 General State/County-Shared Rev Fund	107.50



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		633	Crime Victims Comp		Cnty Share	142.71	
		640	Court Revenue Fund			9,437.90	
		650	YVCRU Fund			3,788.21	
						<hr/>	
						451,046.58	Claims: 451,046.58







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5791	09/18/2024	Claims	2	109127	MBI SYSTEMS, INC.	1,995.25	50% DEPOSIT INVOICE FOR CLERKS WORK STATIONS
					001 - 594 14 64 14 - MACHINERY & EQUIP-FIN/ADM	1,995.25	
5798	09/23/2024	Claims	2	109128	ABC FIRE CONTROL INC 2009	683.82	ANNUAL FIRE EXTINGUISHER INSPECTIONS - CENTRAL WA AG MUSEUM
					107 - 571 10 41 00 - PROF SVCS-AG MUSEUM	683.82	
5799	09/23/2024	Claims	2	109129	ABSOLUTE COMFORT TECHNOLOGY LLC	3,084.92	QUARTERLY 2024 FALL SERVICE - CIVIC CENTER; BI-ANNUAL 2024 FALL SERVICE - ACTIVITIES BLDG & YOUTH BARN
					001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-	72.33	
					001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-	100.89	
					001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-	90.72	
					001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-	43.90	
					001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M	918.61	
					001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-	46.33	
					401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-	42.01	
					403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-	30.54	
					402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-	3.20	
					101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-	5.78	
					101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-	15.43	
					128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-	12.92	
					001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-	40.19	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	1,650.05	
					001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE	12.02	
5800	09/23/2024	Claims	2	109130	ADVANCED TRAVEL EXP. FUND	364.25	REIMBURSE #1192 - DT INSTRUCTOR TRAINING 08/25-30/2024 - SEATTLE, WA - J. BROWNELL
					001 - 521 40 43 00 - PD TRAINING TRAVEL	364.25	
5801	09/23/2024	Claims	2	109131	AMAZON CAPITAL SERVICES, INC	233.03	INK CARTRIDGES; ELECTRIC STAPLER, MAGNETIC LABEL HOLDERS, METAL RULER & MAGNIFYING GLASS W/LIGHT
					001 - 514 23 31 00 - SUPPLIES	80.88	
					001 - 514 30 31 00 - SUPPLIES	80.87	
					401 - 534 50 31 00 - SUPPLIES	17.82	
					403 - 535 50 31 00 - SUPPLIES	17.82	
					101 - 542 30 31 00 - SUPPLIES	17.82	
					001 - 576 80 31 00 - SUPPLIES	17.82	
5802	09/23/2024	Claims	2	109132	AMERICAN ROCK PRODUCTS	660.65	HMA 1/2" COMMERCIAL 64-28 - 7.37 TONS
					101 - 542 30 31 00 - SUPPLIES	660.65	
5803	09/23/2024	Claims	2	109133	ANATEK LABS, INC.	245.00	COLIFORM BACTERIA SAMPLING - P/A BY SM 9223B; FINANCE CHARGE - 8/9/2024
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	240.00	
					401 - 534 50 49 00 - MISCELLANEOUS	5.00	
5804	09/23/2024	Claims	2	109134	AT&T MOBILITY	270.66	PD MODEMS - 08/2024
					001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS	270.66	
5805	09/23/2024	Claims	2	109135	ATLAS STAFFING INC	4,284.72	SEASONAL PARKS - WEEK WORKED - 08/31/2024- T. CARLS & R. RAMIREZ; SEASONAL PARKS - WEEK WORKED - 09/07/2024 - T. CARLS & R. RAMIREZ
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA	2,142.36	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA	2,142.36	

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<b>5806</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109136</b>	<b>BATTERIES PLUS BULBS</b>	<b>54.13</b>	<b>CUSTOM BATTERY PACKS - 3 CELL TEC9003 &amp; 1.2 VOLT 1100MAH BATTERIES</b>
					401 - 534 50 31 00 - SUPPLIES	54.13	
<b>5807</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109137</b>	<b>BORARCHITECTURE PLLC</b>	<b>396.90</b>	<b>ARCHITECTURAL SVCS - LIBRARY/COMMUNITY CENTER - 07/2024</b>
					111 - 594 72 60 43 - COMMERCE - LIBRARY/COMM	396.90	
<b>5808</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109138</b>	<b>CRAIG G BUNTING</b>	<b>136.00</b>	<b>WA STATE DEPARTMENT OF LICENSING CDL LICENSE RENEWAL REIMBURSEMENT</b>
					401 - 534 50 49 00 - MISCELLANEOUS	136.00	
<b>5809</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109139</b>	<b>CASCADE NATURAL GAS CORP</b>	<b>410.52</b>	<b>CIVIC CAMPUS - 08/2024; FIRE DEPT - 08/2024 &amp; PD ANNEX BLDG - 08/2024; LIBRARY - 08/2024, 4401 1/2 MAIN STREET - 08/2024 &amp; 4401 MAIN STREET # 2 - 08/2024; LIBRARY/COMMUNITY CENTER - 08/2024</b>
					001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC	15.49	
					001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN	21.61	
					001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER	19.43	
					001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL	9.40	
					001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL	196.79	
					001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL	13.78	
					001 - 522 50 47 00 - FD FACILITIES - UTILITIES	16.54	
					001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN	9.92	
					401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE	9.00	
					403 - 535 50 47 00 - UTILITIES	20.63	
					403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI	6.55	
					402 - 537 50 47 00 - UTILITIES	16.54	
					402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB	0.68	
					101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	1.24	
					101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	3.31	
					128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN	2.77	
					001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI	8.61	
					001 - 571 22 47 00 - UTILITIES - LIBRARY & COMMUI	13.78	
					001 - 571 22 47 00 - UTILITIES - LIBRARY & COMMUI	21.87	
					001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-PARK	2.58	
<b>5810</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109140</b>	<b>CASCADE VALLEY LUBE</b>	<b>53.55</b>	<b>BASIC SERVICE - VEH #1027</b>
					403 - 531 30 48 00 - STORMWATER REPAIRS & MAINT	3.21	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	13.39	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	10.71	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	8.03	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	2.68	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	3.75	
					128 - 547 10 48 00 - REPAIRS & MAINTENANCE	3.75	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	8.03	
<b>5811</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109141</b>	<b>CENTRAL WASHINGTON AGRICULTURAL MUSEUM</b>	<b>5,500.00</b>	<b>GENERAL MGR SVC - 08/2024 - P. STRATER &amp; C. REESE</b>
					107 - 557 30 41 06 - ADMINISTRATOR SALARIES-AG	5,500.00	
<b>5812</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109142</b>	<b>CENTRAL WASHINGTON FAIR ASSOC.</b>	<b>2,500.00</b>	<b>SFP SALES/MARKETING - 09/2024</b>
					108 - 557 30 44 01 - ADVERTISING-STATE FAIR PARK	2,500.00	
<b>5813</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109143</b>	<b>CHRISTENSEN, INC.</b>	<b>2,071.18</b>	<b>PD FUEL - 09/01/2024 - 09/15/2024</b>
					001 - 521 10 32 00 - PD ADMIN FUEL	435.56	
					001 - 521 21 32 00 - INVESTIGATION FUEL	171.63	
					001 - 521 22 32 00 - PATROL FUEL	1,289.86	
					001 - 524 60 32 00 - CODE ENFORCEMENT FUEL	87.07	

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			001 - 554 30 32 00		FUEL - ANIMAL CONTROL	87.06	
<b>5814</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109144</b>	<b>CI INFORMATION MANAGEMENT</b>		<b>258.70</b> CITY HALL SHRED SERVICE - 08/2024; PD SHRED SERVICE - 08/2024
			001 - 511 60 41 01		PROFESSIONAL SERVICES	26.15	
			001 - 513 10 41 01		PROFESSIONAL SERVICES	26.15	
			001 - 514 23 41 00		PROFESSIONAL SERVICES	26.15	
			001 - 514 30 41 00		PROFESSIONAL SERVICES	26.15	
			001 - 521 50 41 00		PD FACILITIES PROFESSIONAL S	102.10	
			001 - 524 20 41 00		PROFESSIONAL SERVICES-BUILT	13.08	
			401 - 534 50 41 00		PROFESSIONAL SERVICES	5.23	
			403 - 535 50 41 00		PROFESSIONAL SERVICES	5.23	
			402 - 537 50 41 00		PROFESSIONAL SERVICES	5.23	
			101 - 542 30 41 00		PROFESSIONAL SERVICES	5.23	
			001 - 558 60 41 00		PROFESSIONAL SERVICES	13.08	
			001 - 576 80 41 03		PROFESSIONAL SERVICES	4.92	
<b>5815</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109145</b>	<b>CINTAS CORP #605</b>		<b>74.31</b> CIVIC CENTER & PD MAT SERVICE - 09/06/2024
			001 - 513 10 48 01		CIVIC CAMPUS MAINTENANCE	3.75	
			001 - 514 23 48 01		CIVIC CAMPUS MAINTENANCE	5.22	
			001 - 514 30 48 01		CIVIC CAMPUS MAINTENANCE	4.70	
			001 - 515 31 48 00		CIVIC CAMPUS MAINTENANCE	2.27	
			001 - 521 50 48 01		PD FACILITIES CIVIC CAMPUS M	47.57	
			001 - 524 20 48 01		CIVIC CAMPUS MAINTENANCE	2.40	
			401 - 534 50 48 01		CIVIC CAMPUS MAINTENANCE	2.18	
			403 - 535 50 48 01		CIVIC CAMPUS MAINTENANCE	1.58	
			402 - 537 50 48 01		CIVIC CAMPUS MAINTENANCE	0.17	
			101 - 542 30 48 01		CIVIC CAMPUS MAINTENANCE	0.30	
			101 - 543 30 48 01		CIVIC CAMPUS MAINTENANCE	0.80	
			128 - 547 10 48 01		CIVIC CAMPUS MAINTENANCE	0.67	
			001 - 558 60 48 01		CIVIC CAMPUS MAINTENANCE	2.08	
			001 - 576 80 48 01		CIVIC CAMPUS MAINTENANCE	0.62	
<b>5816</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109146</b>	<b>CITY OF YAKIMA</b>		<b>79,508.80</b> WHOLESALE SEWER 3 PARTY AGREEMENT - 08/2024
			403 - 535 50 41 03		INTERGOVERNMENTAL PROFES	79,508.80	
<b>5817</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109147</b>	<b>CLASSIC CAR WASH</b>		<b>123.50</b> PD CAR WASHES - 08/2024
			001 - 521 10 48 00		PD ADMIN REPAIRS & MAINT	6.50	
			001 - 521 22 48 00		PATROL REPAIRS & MAINT	117.00	
<b>5818</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109148</b>	<b>COLEMAN OIL COMPANY</b>		<b>464.83</b> YVCRU FUEL - 08/2024
			650 - 589 30 32 00		OPERATIONS - FUEL	464.83	
<b>5819</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109149</b>	<b>CONCORD CONSTRUCTION, INC.</b>		<b>26,790.12</b> LIBRARY/COMMUNITY CENTER PROJECT - APPLICATION #2302-17 THRU 08/31/2024
			123 - 594 21 62 01		POLICE DEPT BUILDING RESERV	22,486.20	
			111 - 594 72 60 50		ARPA - LIBRARY/COMMUNITY C	4,303.92	
<b>5820</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109150</b>	<b>CONCRETE SPECIAL TIES, INC.</b>		<b>64.04</b> SIMPSON EPOXY SET XP22
			101 - 543 30 31 00		SUPPLIES	64.04	
<b>5821</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109151</b>	<b>COPIERS NORTHWEST</b>		<b>256.77</b> PD COPIER LEASE - 08/2024
			001 - 521 10 45 00		PD ADMIN RENTALS & LEASES	256.77	
<b>5822</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109152</b>	<b>CUMMINS SALES &amp; SERVICE</b>		<b>3,616.44</b> MAINTENANCE - WELL#5; MAINTENANCE - LIFT STATION #1; ANNUAL SERVICE MAINTENANCE - CIVIC CENTER GENERATOR
			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	





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<b>5827</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109157</b>	<b>FASTENAL</b>	<b>35.70</b>	<b>ZINC FINISH HEX HEAD LAG SCREWS &amp; YELLOW ZINC FLAT WASHERS</b>
			101 - 542 30 31 00 - SUPPLIES			35.70	
<b>5828</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109158</b>	<b>FUTURELINK COMMUNICATIONS</b>	<b>330.01</b>	<b>RECONFIGURED PHONES - MAIN LINE TO RING TO EXT #1002 &amp; 1013 &amp; EXT #1015 ADDED NIGHT MODE BUTTON</b>
			001 - 514 30 41 00 - PROFESSIONAL SERVICES			330.01	
<b>5829</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109159</b>	<b>GALLS, LLC</b>	<b>291.02</b>	<b>POLYWOOL L/S SHIRT &amp; 4-PKT WOLL BLENT LT TROUSERS - A. GONZALEZ</b>
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			291.02	
<b>5830</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109160</b>	<b>GENE WEINMANN CONSULTING</b>	<b>95.51</b>	<b>CDBG COORDINATOR &amp; SUPPLIES - 09/2024</b>
			170 - 559 30 31 00 - SUPPLIES			5.51	
			170 - 559 30 41 01 - PROFESSIONAL SERVICES - HOI			90.00	
<b>5831</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109161</b>	<b>HID GLOBAL CORPORATION</b>	<b>1,238.27</b>	<b>FINGERPRINT MACHINE MAINTENANCE RENEWAL - 08/01/2024 - 07/31/2025</b>
			001 - 521 10 48 00 - PD ADMIN REPAIRS & MAINT			1,238.27	
<b>5832</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109162</b>	<b>HLA ENGINEERING &amp; LAND SURVEYING INC</b>	<b>54,682.52</b>	<b>PROFESSIONAL ENGINEER SERVICES - 08/2024</b>
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			725.00	
			404 - 534 50 49 49 - MISCELLANEOUS-WATER RIGHT			337.00	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			725.00	
			306 - 576 80 41 36 - RCO GRANT - PROF SERVICES			4,780.50	
			405 - 594 35 41 54 - BELTWAY SEWER EXT LIFT STAT			6,981.76	
			405 - 594 35 63 42 - S BROADWAY AREA SEWER EXT			2,413.00	
			405 - 594 35 64 08 - AHTANUM RD UNDERDRAIN			5,047.00	
			405 - 594 38 64 53 - N RUDKIN RD STORMWATER IN			33,355.26	
			318 - 595 10 41 18 - REGIONAL BELTWAY-DESIGN/EI			318.00	
<b>5833</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109163</b>	<b>INLAND FIRE PROTECTION</b>	<b>1,942.86</b>	<b>ANNUAL FIRE EXTINGUISHER MAINTENANCE - 1000 W. AHTANUM ROAD; ANNUAL FIRE EXTINGUISHER MAINTENANCE - 4401 MAIN STREET</b>
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			287.91	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			287.91	
			402 - 537 50 48 00 - REPAIRS & MAINTENANCE			287.91	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			287.91	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			503.29	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			287.93	
<b>5834</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109164</b>	<b>LAW OFFICES OF DANIEL POLAGE</b>	<b>8,000.00</b>	<b>PUBLIC DEFENDER SERVICE - 08/2024</b>
			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN			8,000.00	
<b>5835</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109165</b>	<b>LAW OFFICES OF MARGITA DORNAY</b>	<b>19,500.00</b>	<b>PROSECUTING ATTORNEY - 09/2024</b>
			001 - 515 31 41 02 - LEGAL SERVICES - PROS. ATTNY			19,500.00	
<b>5836</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109166</b>	<b>LOWES COMPANY INC</b>	<b>845.16</b>	<b>BROK CLIPS, 1-GAL TANK SPRAYER, OSC HARDWOOD BLADE, OSC ACCESSORY KIT &amp; 11-PC RECIPROCATING SAW BLADES; 1/4" OD UNION, 1/4" CAPTIVE SLEEVE &amp; 25-FT 1/4" POLY TUBING; OXI CLEAN DETERGENT, DEWALT 4-IN &amp;</b>

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Table with columns: Trans Date, Type, Acct #, War #, Claimant, Amount, Memo. It lists various transactions including supplies, repairs, and maintenance services from multiple vendors like MBI Construction Service Inc., Mission Communications, LLC, and Office Solutions Northwest.

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			403 - 535 50 31 00 - SUPPLIES			4.28	
			403 - 535 50 31 00 - SUPPLIES			0.94	
			403 - 535 50 31 00 - SUPPLIES			0.94	
			403 - 535 50 31 00 - SUPPLIES			3.54	
			402 - 537 50 31 00 - SUPPLIES			4.29	
			402 - 537 50 31 00 - SUPPLIES			0.71	
			402 - 537 50 31 00 - SUPPLIES			0.71	
			402 - 537 50 31 00 - SUPPLIES			3.55	
			001 - 576 80 31 00 - SUPPLIES			0.13	
			001 - 576 80 31 00 - SUPPLIES			0.12	
<b>5841</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109171</b>	<b>PACIFIC POWER</b>	<b>12,211.86</b>	<b>TRAFFIC LIGHTS - 08/2024; FIRE DEPT - 09/2024 &amp; PD ANNEX BLDG - 09/2024; CIVIC CAMPUS - 09/2024; LIFT STATION - 09/2024; STREET LIGHTS/BOOSTER PUMPS - 08/2024; LIBRARY/COMMUNITY CENTER - 08/2024</b>
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			114.73	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			160.04	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			143.91	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			69.63	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			32.70	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			1,457.16	
			001 - 522 50 47 00 - FD FACILITIES - UTILITIES			465.41	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			73.49	
			401 - 534 50 47 00 - UTILITIES			250.16	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			66.65	
			403 - 535 50 47 00 - UTILITIES			1,488.68	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			48.48	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			5.07	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			9.16	
			101 - 542 63 47 00 - UTILITIES			6,896.48	
			101 - 542 64 47 00 - UTILITIES			411.66	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			24.47	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN			20.49	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			63.75	
			001 - 571 22 47 00 - UTILITIES - LIBRARY & COMMUI			390.67	
			001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK			19.07	
<b>5842</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109172</b>	<b>PEOPLE FOR PEOPLE</b>	<b>2,400.00</b>	<b>SENIOR NUTRITION TEMPORARY SITE MANAGER - 08/2024</b>
			001 - 571 21 41 00 - PROF SERVICES - PEOPLE FOR P			2,400.00	
<b>5843</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109173</b>	<b>PETTY CASH (CK ACCT)</b>	<b>120.00</b>	<b>YVCOG MEETING - 09/18/2024 - J.HODKINSON, J. GALLOWAY, J. SCHILLING, &amp; J. CAVANAUGH</b>
			001 - 511 60 49 00 - MISCELLANEOUS			90.00	
			401 - 534 50 49 00 - MISCELLANEOUS			6.00	
			403 - 535 50 49 00 - MISCELLANEOUS			6.00	
			402 - 537 50 49 00 - MISCELLANEOUS			6.00	
			101 - 542 30 49 00 - MISCELLANEOUS			6.00	
			001 - 576 80 49 00 - MISCELLANEOUS			6.00	
<b>5844</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109174</b>	<b>PETTY CASH</b>	<b>18.82</b>	<b>MISC RECEIPTS - 09/2024</b>
			001 - 511 60 31 01 - SUPPLIES			8.63	
			401 - 534 50 42 00 - COMMUNICATION			1.80	
			403 - 535 50 42 00 - COMMUNICATION			1.80	
			402 - 537 50 42 00 - COMMUNICATION			1.79	
			001 - 558 60 42 00 - COMMUNICATION			4.80	
<b>5845</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109175</b>	<b>REPUBLIC PUBLISHING CO</b>	<b>100.80</b>	<b>NOTICE OF IN PERSON LTAC MEETING - 09/10/2024</b>
			108 - 557 30 44 14 - ADVERTISING-GENERAL (LTAC I			100.80	
<b>5846</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109176</b>	<b>SHERWIN-WILLIAMS COMPANY</b>	<b>58.21</b>	<b>STREET PAINT - 5 GAL STRAINER</b>

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			101 - 542 64 31 00 - SUPPLIES			58.21	
<b>5847</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109177</b>	<b>SIRCHIE ACQUISITION COMPANY, LLC</b>	<b>383.50</b>	<b>EVIDENCE TAPE, ROLLER MEASURING WHEEL, &amp; PATROL LATENT PRINT KIT</b>
			001 - 521 22 31 00 - PATROL SUPPLIES			383.50	
<b>5848</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109178</b>	<b>DON C. SMITH</b>	<b>2,104.34</b>	<b>LEOFF 1 RETIREE MESSAGE THERAPY - 07/16/2024 &amp; 07/18/2024; LEOFF 1 RETIREE MESSAGE THERAPY - 07/23/2024 &amp; 07/25/2024; LEOFF 1 RETIREE MESSAGE THERAPY - 07/30/2024 &amp; 08/01/2024; LEOFF 1 RETIREE RX</b>
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			260.00	
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			260.00	
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			260.00	
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			1,324.34	
<b>5849</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109179</b>	<b>STATE AUDITOR'S OFFICE</b>	<b>1,598.50</b>	<b>2023 AUDIT - AUDIT #60910 - 08/2024</b>
			001 - 514 23 41 01 - AUDIT COSTS			1,598.50	
<b>5850</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109180</b>	<b>THE JANITOR'S CLOSET</b>	<b>257.03</b>	<b>ACTIVITIES BLDG/BARN SUPPLIES - CAN LINERS &amp; FOAM SOAP</b>
			001 - 576 80 31 00 - SUPPLIES			257.03	
<b>5851</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109181</b>	<b>THE REAL YELLOW PAGES</b>	<b>213.92</b>	<b>PARK AD - WHITE &amp; YELLOW PAGES - 09/2024</b>
			001 - 576 80 44 00 - ADVERTISING			213.92	
<b>5852</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109182</b>	<b>U.S. CELLULAR</b>	<b>2,480.98</b>	<b>PD PHONE SERVICE - 08/2024</b>
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			2,480.98	
<b>5853</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109183</b>	<b>UNITED STATES POSTMASTER</b>	<b>999.84</b>	<b>UB POSTAGE - 09/2024</b>
			401 - 534 50 42 00 - COMMUNICATION			333.28	
			403 - 535 50 42 00 - COMMUNICATION			333.28	
			402 - 537 50 42 00 - COMMUNICATION			333.28	
<b>5854</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109184</b>	<b>UPS</b>	<b>100.93</b>	<b>PD SHIPPING - 08/2024</b>
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			100.93	
<b>5855</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109185</b>	<b>VIC'S AUTO &amp; SUPPLY UNION GAP - PW</b>	<b>188.75</b>	<b>HYDRAULIC OIL - ECONOMY AW32; NAP NIGHT VISION CLEAR LOW BEAMS &amp; DOOR UPHOLSTRY TOOL - VEH #1017</b>
			403 - 531 30 31 00 - STORMWATER - SUPPLIES			4.12	
			401 - 534 50 31 00 - SUPPLIES			21.20	
			401 - 534 50 31 00 - SUPPLIES			20.69	
			403 - 535 50 31 00 - SUPPLIES			21.20	
			403 - 535 50 31 00 - SUPPLIES			16.55	
			402 - 537 50 31 00 - SUPPLIES			21.20	
			101 - 542 30 31 00 - SUPPLIES			21.20	
			101 - 542 30 31 00 - SUPPLIES			12.41	
			101 - 542 66 31 00 - SUPPLIES			6.21	
			101 - 542 70 31 00 - SUPPLIES			6.21	
			128 - 547 10 31 00 - OFFICE & OPERATING SUPPLIES			4.14	
			001 - 576 80 31 00 - SUPPLIES			21.21	
			001 - 576 80 31 00 - SUPPLIES			12.41	
<b>5856</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109186</b>	<b>WA STATE TREASURER</b>	<b>9,545.40</b>	<b>CJRS - 08/2024</b>
			640 - 586 00 09 01 - SCH ZONE SAFETY ST SHARE			161.50	
			640 - 586 00 26 01 - DOL TECH SUPPORT			300.41	
			630 - 589 30 01 01 - STATE BUILDING CODE FEE			107.50	
			640 - 589 30 04 01 - PSEA 1 STATE SHARE			4,024.79	
			640 - 589 30 05 01 - PSEA 2 STATE SHARE			2,395.41	

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			640 - 589 30 06 01		- PSEA 3 STATE SHARE	49.53	
			640 - 589 30 07 01		- CRIME LAB/BREATH ST SHARE	17.93	
			640 - 589 30 08 01		- JIS STATE SHARE	1,383.14	
			640 - 589 30 09 01		- ST GEN FUND 93 - WA AUTO TI	555.41	
			640 - 589 30 10 01		- TRAUMA CARE STATE SHARE	549.78	
<b>5857</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109187</b>	<b>WELLS FARGO VENDOR FIN SERV</b>	<b>1,036.44</b>	<b>KYOCERA TASKALFA 6054CI LEASE - 09/2024</b>
			001 - 591 11 70 09		- SBITA TECH LEASE - LEGISLATIV	3.10	
			001 - 591 13 70 09		- SBITA TECH LEASE - EXECUTIVE	20.43	
			001 - 591 14 70 09		- SBITA TECH LEASE - FINANCE	503.38	
			001 - 591 14 77 09		- SBITA TECH LEASE - CLERK	190.24	
			001 - 591 17 70 09		- SBITA TECH LEASE - WELLNESS	0.01	
			001 - 591 21 70 09		- SBITA TECH LEASE - POLICE ADI	13.06	
			130 - 591 30 70 09		- SBITA TECH LEASE - COMMUNI	264.68	
			401 - 591 34 70 01		- SBITA TECH LEASE - WATER	13.82	
			402 - 591 37 70 09		- SBITA TECH LEASE - GARBAGE	13.82	
			403 - 591 50 70 04		- SBITA TECH LEASE - SEWER	13.82	
			001 - 591 76 70 09		- SBITA TECH LEASE - PARKS	0.08	
<b>5858</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109188</b>	<b>BARRY M WOODARD</b>	<b>525.00</b>	<b>PUBLIC DEFENDER INTERPRETING SVC - 03/11/2024, 04/01/2024, 04/22/2024, 05/20/2024, 07/11/2024 &amp; 07/29/2024</b>
			001 - 517 91 41 00		- PROFESSIONAL SERVICES	525.00	
<b>5859</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109189</b>	<b>YAKIMA CO TREAS PROSECUTING</b>	<b>142.71</b>	<b>CVC - 08/2024</b>
			633 - 586 00 00 00		- CRIME VICTIMS COMP CNTY SH	142.71	
<b>5860</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109190</b>	<b>YAKIMA COOPERATIVE ASSN</b>	<b>364.55</b>	<b>PD FUEL - 07/11/24 - 13.256 GALLONS; PD FUEL - 07/10/24 - 15.423 GALLONS; PD FUEL - VEH #9 - 8.758 GALLONS - 08/30/2024; CLERK/TREASURER VEHICLE FUEL - 12.7580 GALLONS - 08/06/2024; PD FUEL</b>
			001 - 514 23 32 00		- FUEL	25.51	
			001 - 514 30 32 00		- FUEL	25.51	
			001 - 521 22 32 00		- PATROL FUEL	53.01	
			001 - 521 22 32 00		- PATROL FUEL	61.68	
			001 - 521 22 32 00		- PATROL FUEL	33.27	
			001 - 521 22 32 00		- PATROL FUEL	165.57	
<b>5861</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109191</b>	<b>YAKIMA WASTE SYSTEMS INC</b>	<b>889.45</b>	<b>WASTE SERVICE - 08/2024</b>
			402 - 537 60 49 00		- CONTRACTED SERVICES	889.45	
<b>5862</b>	<b>09/23/2024</b>	<b>Claims</b>	<b>2</b>	<b>109192</b>	<b>YORKS PEST CONTROL, LLC</b>	<b>146.07</b>	<b>GENERAL PEST CONTROL - CIVIC CENTER - 09/12/2023</b>
			001 - 513 10 48 01		- CIVIC CAMPUS MAINTENANCE-	7.36	
			001 - 514 23 48 01		- CIVIC CAMPUS MAINTENANCE-	10.27	
			001 - 514 30 48 01		- CIVIC CAMPUS MAINTENANCE-	9.24	
			001 - 515 31 48 00		- CIVIC CAMPUS MAINTENANCE-	4.47	
			001 - 521 50 48 01		- PD FACILITIES CIVIC CAMPUS M	93.51	
			001 - 524 20 48 01		- CIVIC CAMPUS MAINTENANCE-	4.72	
			401 - 534 50 48 01		- CIVIC CAMPUS MAINTENANCE-	4.28	
			403 - 535 50 48 01		- CIVIC CAMPUS MAINTENANCE-	3.11	
			402 - 537 50 48 01		- CIVIC CAMPUS MAINTENANCE-	0.33	
			101 - 542 30 48 01		- CIVIC CAMPUS MAINTENANCE-	0.59	
			101 - 543 30 48 01		- CIVIC CAMPUS MAINTENANCE-	1.57	
			128 - 547 10 48 01		- CIVIC CAMPUS MAINTENANCE-	1.31	
			001 - 558 60 48 01		- CIVIC CAMPUS MAINTENANCE-	4.09	
			001 - 576 80 48 01		- CIVIC CAMPUS MAINTENANCE-	1.22	
						001 Current Expense Fund	74,297.19
						101 Street Fund	8,885.14

# WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 17:03:55 Date: 09/18/2024

01/01/2024 To: 09/30/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
		107	Lodging Tax Fund			6,183.82	
		108	Tourism Promotion Area Fund			2,600.80	
		111	Library & Community Center Fund			4,700.82	
		123	Criminal Justice Fund			22,486.20	
		128	Transit System Fund			75,641.90	
		130	Community Policing Fund			929.71	
		170	Housing Rehabilitation Fund			95.51	
		306	Park Development Reserve Fund			4,780.50	
		313	Fire Department Reserve Fund			451.67	
		318	Real Estate Excise Tax Fund			318.00	
		401	Water Fund			89,696.80	
		402	Garbage Fund			11,663.68	
		403	Sewer Fund			86,704.50	
		404	Water Improvement Reserve			337.00	
		405	Sewer Improvement Reserve			47,797.02	
		630	General State/County-Shared Rev Fund			107.50	
		633	Crime Victims Comp Cnty Share			142.71	
		640	Court Revenue Fund			9,437.90	
		650	YVCRU Fund			3,788.21	
						<hr/>	
							Claims: 451,046.58
						451,046.58	



## City Council Communication

**Meeting Date:** September 23, 2024  
**From:** Lynette Bisconer, Director of Finance and Administration  
**Topic/Issue:** Payroll Vouchers – August, 2024

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**SYNOPSIS:** Payroll Vouchers for the month of August, 2024

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 109044, 109045 and 109117 through 109125, in the amount of \$482,974.82

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Payroll Voucher Register





# WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 08:27:50 Date: 09/06/2024

01/01/2024 To: 09/30/2024

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5612	09/10/2024	Payroll	2	EFT	AFLAC	150.16	Pay Cycle(s) 09/01/2024 To 09/30/2024 - AFLAC; Pay Cycle(s) 09/01/2024 To 09/30/2024 - AFLAC Pre Tax
5613	09/10/2024	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	102,503.78	LEOFF 1 RETIREE MEDICAL BENEFITS - 08/2024; Pay Cycle(s) 09/01/2024 To 09/30/2024 - Medical
5614	09/10/2024	Payroll	2	EFT	INTERNAL REVENUE SERVICE	79,836.60	941 Deposit for Pay Cycle(s) 09/01/2024 - 09/30/2024
5615	09/10/2024	Payroll	2	EFT	MISSION SQUARE RETIREMENT #302189 ROTH	5,995.75	Pay Cycle(s) 09/01/2024 To 09/30/2024 - ROTH - Catch-up; Pay Cycle(s) 09/01/2024 To 09/30/2024 - 457 ROTH
5616	09/10/2024	Payroll	2	EFT	MISSION SQUARE RETIREMENT #302189	13,147.98	Pay Cycle(s) 09/01/2024 To 09/30/2024 - Retirement Trust
5617	09/10/2024	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	1,363.15	Pay Cycle(s) 09/01/2024 To 09/30/2024 - WSDCS
5618	09/10/2024	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT- LTC	929.91	Pay Cycle(s) 09/01/2024 To 09/30/2024 - LTC
5619	09/10/2024	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML	2,449.48	Pay Cycle(s) 09/01/2024 To 09/30/2024 - WPFML
5620	09/10/2024	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	19,264.37	Pay Cycle(s) 09/01/2024 To 09/30/2024 - LEOFF II - B040
5621	09/10/2024	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	28,485.03	Pay Cycle(s) 08/15/2024 To 08/30/2024 - PERS III - 5591; Pay Cycle(s) 09/01/2024 To 09/30/2024 - PERS II - 5591; Pay Cycle(s) 09/01/2024 To 09/30/2024 - PERS III - 5591
5622	09/10/2024	Payroll	2	EFT	WESTERN CONFERENCE OF	5,685.01	Pay Cycle(s) 09/01/2024 To 09/30/2024 - Teamster's Pension #414793; Pay Cycle(s) 09/01/2024 To 09/30/2024 - Teamster's Pension #415517
5638	09/09/2024	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT- LTC	20.09	Pay Cycle(s) 08/12/2024 To 08/30/2024 - LTC
5639	09/09/2024	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML	25.72	Pay Cycle(s) 08/12/2024 To 08/30/2024 - WPFML
5623	09/10/2024	Payroll	2	109044	WESTERN STATES POLICE MEDICAL TRUST	928.00	Pay Cycle(s) 09/01/2024 To 09/30/2024 - WSPMT
5337	08/28/2024	Payroll	2	109045	HOWARD L MASON	729.64	GARNISHMENT CK #108947 RETURNED
5626	09/10/2024	Payroll	2	109117	UNION GAP POLICE OFFICERS ASSN	1,400.00	Pay Cycle(s) 09/01/2024 To 09/30/2024 - UGPOA Dues
5627	09/10/2024	Payroll	2	109118	USABLE LIFE	80.04	Pay Cycle(s) 09/01/2024 To 09/30/2024 - USAbLe Life
5628	09/10/2024	Payroll	2	109119	WA STATE COUNCIL OF CNTY	703.45	Pay Cycle(s) 09/01/2024 To 09/30/2024 - AFCSME Dues
5629	09/10/2024	Payroll	2	109120	WA STATE COUNCIL OF	175.00	Pay Cycle(s) 09/01/2024 To 09/30/2024 - WSCOPO Dues
5624	09/10/2024	Payroll	2	109121	EMPLOYEE FUND	262.00	Pay Cycle(s) 09/01/2024 To 09/30/2024 - Employee Fund

# WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 08:27:50 Date: 09/06/2024

01/01/2024 To: 09/30/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5625	09/10/2024	Payroll	2	109122	TEAMSTERS LOCAL 760	947.00	Pay Cycle(s) 09/01/2024 To 09/30/2024 - Teamsters Dues
5640	09/09/2024	Payroll	2	109123	EMPLOYEE FUND	5.00	Pay Cycle(s) 08/12/2024 To 08/30/2024 - Employee Fund
5641	09/09/2024	Payroll	2	109124	USABLE LIFE	1.74	Pay Cycle(s) 08/12/2024 To 08/30/2024 - USABLE Life
5642	09/09/2024	Payroll	2	109125	WA STATE COUNCIL OF CNTY	63.95	Pay Cycle(s) 08/12/2024 To 08/30/2024 - AFCSME Dues

000	154.95
001 Current Expense Fund	356,594.99
101 Street Fund	40,811.37
128 Transit System Fund	5,144.08
401 Water Fund	48,498.23
402 Garbage Fund	1,723.65
403 Sewer Fund	30,035.50
404 Water Improvement Reserve	12.05

	482,974.82		Payroll:	482,974.82
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## City Council Communication

**Meeting Date:** September 23, 2024  
**From:** Lynette Bisconer, Director of Finance and Administration  
**Topic/Issue:** Advance Travel Vouchers – August, 2024

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**SYNOPSIS:** Advance Travel Vouchers for the month of August, 2024

**RECOMMENDATION:** Request Council to approve Check Nos. 1320 through 1322 in the amount of \$866.47.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Advance Travel Voucher Register

# WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:03:41 Date: 09/06/2024

01/01/2024 To: 08/31/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5644	07/31/2024	Claims	638	1320	LYNETTE BISCONER	280.97	ATR #1190
5645	08/15/2024	Claims	638	1321	RYAN L BONSEN	221.25	ATR #1194
5648	08/21/2024	Claims	638	1322	JABAN R BROWNELL	364.25	ATR #1192
638 Advance Travel Fund						866.47	
* Transaction Has Mixed Revenue And Expense Accounts						866.47	Claims: 866.47