

**UNION GAP CITY COUNCIL**  
**AMENDED REGULAR MEETING AGENDA**  
**MONDAY, OCTOBER 23, 2017 – 6:00 P.M.**  
**CITY HALL ANNEX, 3103 2ND STREET, UNION GAP**

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**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 October 9, 2017, as attached to the Agenda and maintained in electronic format

*B. Approve Vouchers:*

Payroll Vouchers – EFT's, and Voucher Nos. 41613 through 41615 and 95749 through 95761 for September 2017, in the amount of \$412,189.41

Claims Vouchers – EFT's, and Voucher No. 95748 and Voucher Nos. 95762 through 95867 for October 23, 2017, in the amount of \$1,306,169.83

Petty Cash Vouchers – Check Nos. 1875 for the month of September, in the amount of \$50.00

Advance Travel Vouchers – Check Nos. 1270 through 1272 for the month of September 2017, in the amount of \$517.55

**III. ITEMS FROM THE AUDIENCE: - First Opportunity** -The City Council will allow comments under this section on items NOT already on the agenda. Where appropriate, the public will be allowed to comment on agenda items as they are addressed during the meeting. Please signal staff or the chair if you wish to take advantage of this opportunity. 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

**IV. GENERAL ITEMS**

**Proclamation**

Breast Cancer Awareness

**Finance & Administration**

Ordinance No. - \_\_\_\_\_ - 2018 Property Tax Refund Levy

**City Manager**

Resolution No. - \_\_\_\_\_ - 2018 Library Contract

a) Library survey #1 & #2

**Public Works & Community Development**

1. Resolution No. - \_\_\_\_\_ - WA State Department of Ecology Agreement – Biennial Stormwater Capacity Grant 2017-2019
2. Resolution No. - \_\_\_\_\_ - Agreement to Adjust Boundary Lines between the City of Union Gap and the City of Yakima
3. Resolution No. - \_\_\_\_\_ - Interlocal Agreement with City of Yakima for Maintenance, Permitting, Planning & Public Safety Service
4. Resolution No. - \_\_\_\_\_ - Declare Project Complete and Approve Acceptance – Rose Street Improvements Project
5. Resolution No. - \_\_\_\_\_ - Amend the RCO Grant Agreement

**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. ACTING CITY MANAGER REPORT**

**VII. COMMUNICATIONS/QUESTIONS/COMMENTS**

**VIII. DEVELOPMENT OF NEXT AGENDA**

**IX. RECESS TO 10 – MINUTES EXECUTIVE SESSION:**

To discuss litigation, pursuant to RCW 42.30.110(i) the Council **will not** be taking action afterward.

**X. ADJOURN REGULAR MEETING**

# **PROCLAMATION**

## **BREAST CANCER AWARENESS**



# **PROCLAMATION**

## **BREAST CANCER AWARENESS MONTH**

### **October, 2017**

**WHEREAS**, while considerable progress has been made in the fight against breast cancer, it remains the most commonly diagnosed cancer and the second leading cause of death among women in the United States; and

**WHEREAS**, each year it is estimated that more than 220,000 women in the United States will be diagnosed with breast cancer and more than 40,000 will die as a result of the disease; and

**WHEREAS**, October is Breast Cancer Awareness Month, an annual campaign to increase awareness about the disease; and

**WHEREAS**, during this month, we reaffirm our commitment to support breast cancer research and to educate all citizens about its risk factors, detection and treatment; and

**WHEREAS**, as we display pink ribbons and wear pink clothing to raise awareness, we also support those courageously fighting breast cancer and honor the lives lost to the disease; and

**WHEREAS**, this October, we recognize breast cancer survivors, those battling the disease, their families and friends who are a tireless source of love and encouragement, and applaud the efforts of our medical professionals and researchers working to find a cure for this deadly disease; and

**WHEREAS**, Breast Cancer Awareness Month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education and regular screening;

**NOW, THEREFORE**, I, Roger Wentz, Mayor of the City of Union Gap, Washington do hereby proclaim October as:

**~ BREAST CANCER AWARENESS MONTH ~**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Union Gap to be affixed this **23rd** day of **October 2017**.

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Roger Wentz, City Mayor



## City Council Communication

**Meeting Date:** October 23, 2017  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Ordinance – 2018 Property Tax Refund Levy

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**SYNOPSIS:** Yakima County Treasurer notified us that the City is eligible for a 2018 Refund Levy of \$4,366.86. The City is allowed to receive these refund levy funds by including them in the regular 2018 Ad Valorem Property Tax Levy, as long as the Council approves this action through an ordinance.

**RECOMMENDATION:** Adopt an ordinance authorizing the collection of the Refund Tax Levy funds, including them in the regular 2018 Ad Valorem Property Tax Levy.

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

**FINANCIAL REVIEW:** The refund levy of \$5,366.86 will be included in the regular 2018 Ad Valorem Property Tax Levy.

**BACKGROUND INFORMATION:** The Refund Levy amount was discussed at the October 16, 2017 Finance and Administration Committee meeting.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Ordinance
2. Letter from Yakima County Treasurer

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

**AN ORDINANCE** for a refund of levy tax dollars collected by Yakima County per RCW 84.69.180 and to be added to the City's 2018 refund levy.

**WHEREAS**, RCW 84.69.180 was amended in 2013 allowing taxing districts other than the state to levy an annual refund levy to recover tax dollars lost to the district for the purpose of funding refunds paid within the preceding twelve months including interest and reimbursing the taxing district for taxes abated or cancelled, offset by any supplemental tax collected within the preceding twelve months;

**WHEREAS**, this amendment allows a taxing district the authority to recover that portion of their levy which was reduced within the preceding twelve months due to tax record adjustments such as senior exemptions, DOR exemptions, and government exemptions;

**WHEREAS**, the refund levy amounts calculated in accordance with RCW 84.69.180 for the period of 10/1/2016 to 9/30/2017 including interest paid is \$5,366.86;

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

**SECTION 1.**

The refund levy amounts collected of \$5,366.86 shall be added to the regular property tax levy for 2018 for the City of Union Gap.

**SECTION 3.** This ordinance shall become effective five (5) days after its passage and publication as required by law.

**ORDAINED** this 23rd day of November 2017.

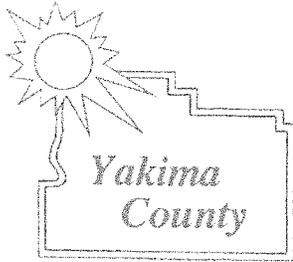
\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Bronson Brown, City Attorney



# YAKIMA COUNTY TREASURER

Ilene Thomson  
*County Treasurer*

## MEMORANDUM

October 10, 2017

TO: Taxing Districts

FROM: Ilene Thomson, Yakima County Treasurer

Subject: Tax Year 2018 – Refund Levy – RCW 84.69.180

RCW 84.69.180 was amended in 2013 allowing taxing districts other than the state to levy an annual refund levy to recover the tax dollars lost to the district for the purpose of:

- a. Funding refunds paid within the preceding twelve months, including interest; and
- b. Reimbursing the taxing district for taxes abated or cancelled, offset by any supplemental tax collected within the preceding twelve months.

This amendment allows a taxing district the authority to recover that portion of their levy which was reduced within the preceding twelve months due to tax record adjustments such as senior exemptions, DOR exemptions, government exemptions and others.

In past years, our Office calculated this amount and provided it to the Board of County Commissioners prior to their approval of the final property tax levies for all taxing districts. Now we calculate the information from October 1<sup>st</sup> through September 30<sup>th</sup> of each year. By establishing this earlier date, each district will have the opportunity to discuss this levy with your Board of Directors prior to submitting your levy requests.

We will be providing this information to the County Assessor who you would work with, as you do with all levies. In addition, we will continue to submit the calculation to the Board of County Commissioners.

Listed below are the refund levy amounts calculated in accordance with RCW 84.69.180 for the period of 10/1/2016 to 9/30/2017, including interest paid.

<u>District Name</u>	<u>Fund Name</u>	<u>Amount</u>
City of Union Gap	Expense	\$5,366.86

If you have any questions or concerns, please contact our Accounting Division at 574-2780 or [Treasacc@co.yakima.wa.us](mailto:Treasacc@co.yakima.wa.us).



## City Council Communication

**Meeting Date:** October 23, 2017

**From:** Greg Cobb, Acting City Manager

**Topic / Issue:** Resolution – 2018 Library Contract

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**SYNOPSIS:** The City has contracted with the Yakima Valley Libraries for non-resident library services for the citizens of Union Gap, which needs to be approved for 2018.

**RECOMMENDATION:** Authorize the City Manager to sign the contract for non-resident services with Yakima Valley Libraries.

**LEGAL REVIEW:** The City Attorney has reviewed the contract and resolution.

**FINANCIAL REVIEW:** This cost has been included in the 2018 budget.

**BACKGROUND INFORMATION:** Library service costs for 2018 are \$25,025.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Letter from John Slaughter, Yakima Valley Libraries Accounting Manager
3. 2018 Library Contract

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

**A RESOLUTION** authorizing the City Manager to sign a contract with Yakima Valley Libraries for 2018 Non-Resident Library Services for Citizens of Union Gap.

**WHEREAS**, the Council realizes the importance of library services to the citizens of Union Gap;

**WHEREAS**, the Yakima Valley Libraries has agreed to provide non-resident library service to the City;

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

That the City Manager is authorized to sign a contract with Yakima Valley Libraries to provide 2018 non-resident library services to the citizens of Union Gap.

**PASSED** this 23rd day of October, 2017.

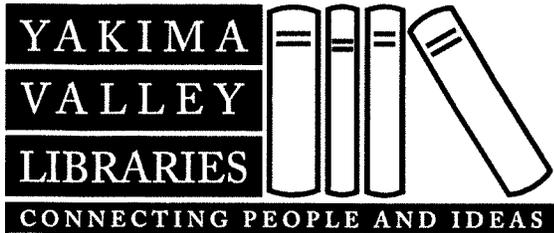
\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Bronson Brown, City Attorney



**Administration**  
102 N. 3<sup>rd</sup> St. • Yakima, WA 98901 • 509.452.8541

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October 3, 2017

City of Union Gap  
P.O. Box 3008  
Union Gap, WA 98903

*Subject: 2018 Contract Amount for Library Services*

For the past four years, Yakima Valley Libraries has provided library services to the families of Union Gap based on a reduced non-resident fee for the estimated 385 families previously served by the Union Gap Community Library. Each year the Library District reviews the non-resident policy and based on a prescribed formula establishes the fee for the upcoming year. To facilitate patron access to library services for the citizens of Union Gap, the rate for non-residents is calculated at \$85.00 per family per Yakima Valley Libraries' Resolution #16-006. As this would be significant increase to the City of Union Gap, and that there is discussion regarding the future of a library in Union Gap, the Library District will assess a reduced rate of \$65.00 per Union Gap family for 2018 to the same 385 families. The library rate for services in 2018 will be \$25,025.00 annually. A contract to renew services for fiscal year 2018 is attached for your review.

We look forward to continued partnership in the new year. Please do not hesitate to contact me if you have any questions. I can be reached by phone at 575-3415 or email [jslaughter@yvl.org](mailto:jslaughter@yvl.org).

Sincerely,  
  
John Slaughter  
Accounting Manager

cc: Kim Hixson, Director



Administration

Administration

102 N. 3<sup>rd</sup> St. • Yakima, WA 98901 • 509.452.8541

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**Contract for Non Resident Services for Citizens of Union Gap**

THIS AGREEMENT is made and entered into this 3<sup>rd</sup> day of October, 2017, by Yakima Rural County Library District of Yakima County also known as Yakima Valley Libraries, hereinafter called Library, as authorized by the Board of Trustees, and the City of Union Gap, Washington, hereinafter called City.

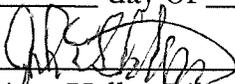
WITNESSETH:

The Library agrees to offer access to library services at any and all locations to the District to the City on behalf of the residents of the City of Union Gap. The City agrees to pay a reduced annual non-resident fee of \$65 for an estimated active Library family users. These families are entitled to the same privileges with regard to the said Library as are had by the residents of the Library District already receiving library services as established under the Revised Code of Washington (RCW) 27.12.

This contract is to continue in full force and effect until the 31<sup>st</sup> day of December 2018, and is to be reviewed annually in October of the current year to determine current active families and current non-resident fee for the up and coming year. Either of the parties may cancel this contract by giving written notice of the cancellation to the other party at least sixty (60) days prior to the end of the fiscal year, which said cancellation shall become effective at the commencement of the succeeding year.

IN WITNESS WHEREOF said parties have hereto set their hands this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

  
\_\_\_\_\_  
Yakima Valley Libraries

\_\_\_\_\_  
City of Union Gap



## City Council Communication

**Meeting Date:** October 18, 2017  
**From:** Arlene Fisher, City Manager, ICMA-CM  
**Topic/Issue:** Library Surveys 1 and 2

A handwritten signature in black ink, which appears to read "Arlene Fisher", is written over the "From:" line of the header information.

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**SYNOPSIS:** On Wednesday, October 18, 2017, Deputy Mayor Schilling requested the prior Library surveys and results be placed on the Agenda.

**RECOMMENDATION:** N/A

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Library Survey #1 and #2 with attachments.

# **LIBRARY SURVEY**

**#1**

**Mailed in the City's Utility Bills Spring  
(March) 2017\***

**And**

**Distributed to the Students at UG  
Elementary School**

**\*Postage paid, return envelope provided.**

## LIBRARY SURVEY FOR CITIZENS OF UNION GAP

Would you like library services returned to Union Gap? \_\_\_\_\_yes or \_\_\_\_\_no

Did you previously have a library card? \_\_\_\_\_yes or \_\_\_\_\_no If you did, how many cards did your family have? \_\_\_\_\_

Would you use the library? \_\_\_\_\_yes or \_\_\_\_\_no Do you currently have a library card? \_\_\_\_\_yes or \_\_\_\_\_no

What amenities or services would you like to have? \_\_\_\_\_internet \_\_\_\_\_computer access \_\_\_\_\_story time  
\_\_\_\_\_coffee shop \_\_\_\_\_meeting room \_\_\_\_\_study spaces \_\_\_\_\_family activities  
*(please check all that applies to you)*

Other Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To win a Gift Certificate, please provide your name and telephone number. Thank you!

\*\*Reverse side was in Spanish.

On January 30 2017, the City of Union Gap's Library Committee mailed 2219 surveys (both English and Spanish) to all the residents in Union Gap. The Library Committee also distributed the survey to the students at Union Gap Elementary School.

Below are the results of the survey:

City Residents

Elementary School

## Library Survey Results.... As of April 2, 2017

*We used the utility bills with self addressed envelope. 2,219 were mailed, 512 are businesses and 1,705 are residential and 322 have been returned so far. Which gives us 18% return rate. The survey was sent out in English and Spanish. We are missing the South Hills areas..*

Would you like the library services returned to Union Gap?

YES 274 NO 23 Not sure 11

Did you previously have a library card?

YES 192 NO 96 Not sure    

If you did how many cards did your family have?

286 cards average 2 per family with high of 5 and low of 1

Would you use the library?

YES 251 NO 54 Not sure    

Do you currently have a library card?

YES 137 NO 133 Not sure    

What amenities or services would you like to have?

Internet 183

Computer access 185

Story time 111

Coffee shop 154

Meeting room 118

Study spaces 136

Family activities 118

## Comments from the Library Survey for Citizens of Union Gap:

Think it is great that the survey was finally sent out. Long overdue!

Nice survey card- good for you! Welcome!!!

All please! Thanks!

I like books

We need a library for our children and families

I would pay taxes so someone could use it.

I have a library of my own and will donate Readers Digest 1974-2000 that you can have.

Bring it back Please

Loved the local Union Gap Library! Please bring it back!

I strongly recommend the library be located by the school and city hall.

A library would be a nice addition for families of Union Gap.

I have missed being able to use the Union Gap library. I now go to 3<sup>rd</sup> street every 7-10 days to check out books.

That's all nice for other people , but I don't use them.

Would hope it would have same hours –open on Saturdays

WHAT I WOULD REALLY LIKE IS TO BE ABLE TO CHECK OUT BOOKS AGAIN. Would appreciate it very much.

What was wrong with the City Hall? Now you expect the taxpayers to pay for another one? FIX THE SEWERS AND STREETS!

We spent a lot of time at the library & was very disappointed when it was taken away. It is a free safe place to take your children.

Multimedia or TV room with headphones.

PLEASE DO BRING IT BACK

The library would be good to have back for everyone in the community. I have used both libraries in Yakima a lot and the one in Tumwater and in Westport and in Aberdeen.

## Comments from the Library Survey for Citizens of Union Gap cont:

I would like for the library to promote itself more to the students. Get there attention.

During the summer having the library helps for the children to have access to the books to read.  
During the school time for the children to do their homework.

I use the downtown library all the time

Computers lesson

Books!!!!

Very nice family experience. My grandchildren love to walk to the library, they enjoyed it.

I probably would not use it, but I believe others should have it at their disposal.

Loved the old library! Close to home-friendly!

What is the cost for a library?

I am not willing to see funds go to a library in Union Gap.

We miss the library!

I enjoy reading and my husband and I like the variety of books in a library. We also could use a book store.

Audio book rentals online would be nice, or check out.

Good place for Senior Citizens to come by.

A community library was a large part of my growing up years in rural Clark County. I would be a vastly different person were it not for the access of books to inspire me.

I would love to have the library back..

My sons and myself go to the library every two weeks (now) We ride the city bus to the downtown library! When UG had a library we rode the UG bus. We would really like the library back.

Just would like to comment on how nice to have a self-addressed and stamped on our utility bill.  
I REALLY MISS THE LIBRARY—

The fire dept has an empty building at 68 W. Washington. It had the court in the back for a while. Why can't the library be put there? Parking in the back and side of the building, fence in. Might want to look into it.

## Comments from the Library Survey for Citizens of Union Gap cont:

We were so sorry when the Union Gap library closed. Our daughters learned to read there.

A library in Union Gap would be very convenient.

Have never used a library and probably never will.

The library helps a lot of low income students who don't have access to computers at home.

I think there was a lot of our Union Gap students that used our library on a regular basis. And it was a safe and fun place for our kids to go.

We have really missed the library a lot. We can't always go down town Yakima, but we enjoy the books and the education it helps us to enrich our lives.

Let's keep Union Gap OUR CITY!! Older people need local library. Easier parking here!!!

Thank you for asking!!!

Please include a photo copier available to the public as this would be the closest access to this service and I would love to have. I am also disabled and use a wheel chair, accessibility is important to me. Also I am computer illiterate. If a class could be offered that would be very helpful.

I used the copy machine to update my VA claim and other documents.

Talking books

We loved our library.

A library is actually a necessity to make a town or city complete!

Do not use library –have internet and computer.

Moved here after library closed

Even little Tieton has a library

Never should have been removed from the people or the service to the people.

Would of love to have a book club like I was involved in before- met once a month.

I feel the library is vital in the education of our young.

If the so called Mayor & his cronies hadn't got their panties in a bunch, we would have had the library plus city hall. The better looking buildings in Union Gap! Better yet get rid of the hippie looking mayor.

## Comments from the Library Survey for Citizens of Union Gap cont:

Talking books!

My families' happy place

Would like to have the library once again

English classes please

Very important to have library for the families.

Because it is useful for the city.

Does not make any difference to me at all. I use very little of Union Gaps parks or other facilities.

I would not use the library. However I "m not against a library if people would use it.

A genealogy area.

I used to try to keep the library at the Senior Center in Union Gap in somewhat organization. Had to quit last summer because of health issues.

I use City of Yakima.

A copy machine- Book groups – Poetry Readings – Summer book clubs for kids – Languages classes – Adult learning classes on art science computers- meetings on political, civic organizations.

Open 7 days a week 10-8 Special parking space, nicely landscaped exterior with shade trees and outdoor benches to study.

I miss the library and I don't go to Yakima library.

What is this going to cost us?

I think this would be a smart thing to do because it would be helpful to the citizens of Union Gap and Union Gap School.

It would be nice to have a kid's corner in the children's book section.

Being handicapped going to Yakima Library is too far and too hard!

Libraries are a great place for all! Reading is fun!

Senior- no computer!

I believe aa library is beneficial to our community.

The benefits of the library would make Union Gap a whole lot better for the community-give atmosphere of a meeting place for family and friends or a place to study.

## Comments from the Library Survey for Citizens of Union Gap cont:

I believe everyone uses their phones and tablets for information now days. Even though I love books I just don't think people would utilize it?

In times past, books I was looking for had to be ordered and I would have to wait. Yakima seems to have whatever I am looking for. No Waiting!

May there always be great books to learn from and enjoy!

I have used Yakima library for years. Union Gap since moving to UG 2007. My now 6 year old granddaughter loved going with me on our Adventures in stroller. She is now in kindergarten and reads at 3<sup>rd</sup> grade level.

It was terrible to lose it, have missed it greatly!

Other services we would love to have is a copy machine and printer.

When the old library closed there was a whole bunch of people that was very angry from kids to seniors. It would be great to see one!

The library was a great thing for the Gap and is really missed.

Yakima too far – elderly

Nothing is free. I do not want to pay taxes to fund such an archaic entity. As for as kids go just open the school library to the public.

Nancy and Mike both read a lot.

My youngest loves to read and I can't always afford to buy her a new book.

It has been a long time. The Marsh family practically lived at our library and it has been missed a lot.

Please invest this wonderful opportunity back to the Union Gap residents and help have an educational and safe place for kids.

My family has always been weekly patrons of libraries. Not having a local library has been unfortunate and the thought of having a new library is exciting.

Every "BONAFIDE" city has a library.

Children and Adults need to learn library skills. They are used for research, reading enjoyment and much more. We used the library 1x a week but often 3 and 4 x a week.

I have missed our library Very Much! -Would love to bring my great grandchildren. The library serves all generations and I'm positive will be well used and appreciated.

Why not provide city wide internet? What if the library could be connected to the school-could be accessed by all. Budget could be shared by school. A space to lease out for a coffee shop could help pay for the library.

It's nice to have a library close by and I think other UG citizens feel the same. Thank you.

Audio books would be good.

I went to the UG Library at least once a week on Wednesday. Need our library.

As big as Union Gap is-we deserve a library.

No library should have computers unless they allow no access to porn. This was a problem before.

Where will the library be located and what is the cost per person?

Nothing is free. I do not want to pay taxes to fund such an archaic entity. As for kids go, just open the school lib to the public.

Mike and Nancy Q. both Read A Lot!

## Library (SCHOOL) Survey Results.... As of April 10,2017

*We sent home with students 530 and 208 have been returned so far. Which gives us 39.2% return rate. The survey was sent out in English and Spanish. .*

Would you like the library services returned to Union Gap?

YES 192 NO 14 Not sure 1

Did you previously have a library card?

YES 90 NO 77 Not sure    

If you did how many cards did your family have?

175 cards average 2 per family with high of 10 and low of 1

Would you use the library?

YES 169 NO 26 Not sure    

Do you currently have a library card?

YES 69 NO 115 Not sure    

What amenities or services would you like to have?

Internet 174

Computer access 170

Story time 119

Coffee shop 122

Meeting room 74

Study spaces 131

Family activities 146

## Comments from the Library Survey from Union Gap School Parents:

I love going to the library.

I would like the library back, because it is close to my house and I love books and I never stop learning new things. Students all benefit from using it. Coffee shop- meeting rooms everything. I don't have a library now I have to go to 72<sup>nd</sup> Ave and it is too far! When can you bring it? How long will it take? Please inform the community newspaper.

Bring the library Back!!!

I would really like another library because I don't want to go to down town Yakima.

Love to go to the library close to home. I like the library because I may take books to my home. I also like to spend my free time in the library. I would like the library to return ...please. ☺

I have a Yakima library card and we all use it. 5 members- One close to home would be nicer.

Any of the options are good, BUT PLEASE DO NOT USE EMPTY SPACE TO OPEN A MARIJUANA STORE

We were very sad to see the old library be torn down. It is exciting to see a new one come back.

I like the library because I may take books to my home, and I like spend my free time in the library. I would like library returned please.

Please bring the library back! It was a great resource place for students and there are so many teenagers in the city that would like to be involved.

When we lived in Zillah we rented books and movies. The kids played games in the kid area and the kid computers had toddler games!

**I used to go to the Union Gap Library every day after school when I was younger and I was so intrigued by all the books surrounding me. The library was one of the few places I felt safe. Please give it back to me.**

I don't like reading.

This library would for sure be used b/c I like closer. I don't have to go all ta Yakima.

Make a Starbucks

Please have intent to play time on computers

If you don't, have more books appealing to the pre-teen – teen community.

For the meeting room please consider a loft.

## Comments from the Library Survey from Union Gap School Parents/students

For a meeting room or study space please consider a loft, or fireplace, also consider a bay window.  
☺

A local library would provide yet another learning environment in our community.

We just use the Yakima one.

A library outside of school would be useful to those who don't have other research options.

We would like to see the library advertise more.

We miss our library. Only used the main library twice. There is no parking and cannot use computers for all the people on them or waiting.

Lots of books

Would love to have a library

I would love for the library to come back so my kids can check out books and have a fun experience.  
Would have a card if the library was close enough.

Printer access.

I really appreciate the library for giving me an opportunity for space for me to study and to be able to use a computer.

It was such a positive space in UG and would love to have it back.

Mark, Dan and Julie listen to what the community wants and needs. Other members need to listen too. The students need this as well as the community.

I would like to see it return if others will use it

Make it big.

Good library!

Would love library nearby.

It would be very nice for my family to have a library in Union Gap. West Valley on 72<sup>nd</sup> library is too far. Thank you!

It would be great to have a library so the kids and grown ups have something to do. We don't have a lot of things to do for kids here. This would be something positive for our community.

Need to have a printer and copier.

Thank you for asking! We appreciate being a part of your decision. We definitely need a library and we are willing to pay to for it to get it.

We would love a library nearby

Good library!

Was sad to see UG Library go.

# **LIBRARY SURVEY**

**#2**

**Mailed in the City's Utility Bills on  
June 30, 2017\***

**And**

**Also, Post Office placed mailings in the  
Routes. It's the same way our Newsletter  
is mailed of all residents.**

**\*Postage paid, return envelope provided.**

Questions? Call 509-248-0432

## Union Gap Library Survey

Thank you for responding to the January survey!!

We received over 58% positive responses in favor of bringing the Library back to Union Gap.

Now, we need your help and support.

To bring the Library back, would you be in favor of the City of Union Gap annexing to the Yakima County Rural Library District (Yakima Valley Libraries)? \_\_\_\_\_ Yes or \_\_\_\_\_ No

The cost would be paid through your home or business property tax at .47 cents per \$1,000. For example, if your property value is assessed at \$100,000, your annual cost for the library would be \$47.00 per year.

Are you willing to support the cost? \_\_\_\_\_ Yes or \_\_\_\_\_ No

We will also need to build or buy a library building. Are you willing to support a .1% sales increase to pay for the building?  
\_\_\_\_\_ Yes or \_\_\_\_\_ No.

Comments: \_\_\_\_\_

¿Preguntas? Llame (509)248-0432

## Encuesta – Biblioteca de Union Gap

!Gracias por responder a la encuesta de enero!

Recibimos más del 58% de respuestas positivas a favor de devolver la biblioteca a Union Gap.

Ahora, necesitamos su ayuda y apoyo

Para traer la biblioteca de vuelta, ¿estaría usted a favor de la ciudad de Union Gap de anexar para el distrito de biblioteca Rural del Condado de Yakima (Yakima Valley Libraries)? \_\_\_\_\_ Sí o \_\_\_\_\_ No

El costo se pagaría a través del impuesto de su hogar or negocio a .47 centavos por cada \$1,000. Per ejemplo, si el valor de la propiedad se evalúa en \$100,000, el costo anual de la biblioteca sería \$47.00 por año.

¿Están dispuestos a apoyar el costo? \_\_\_\_\_ Sí o \_\_\_\_\_ No

Tambien tendremos que construir o comprar un edificio para la biblioteca. ¿Están ustedes dispuestos a apoyar un aumento de ventas del 1% para pagar el edificio? \_\_\_\_\_ Sí o \_\_\_\_\_ No

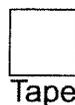
Otros comentarios: \_\_\_\_\_

To return survey-simply fold this panel up and top panel down and tape closed where marked and put in mail.

– please translate to spanish --



Tape



Tape

YOUR METER HERE

*Postage  
was  
paid*

**City of Union Gap**  
P.O. Box 3008  
Union Gap, WA 98903-0008  
|||

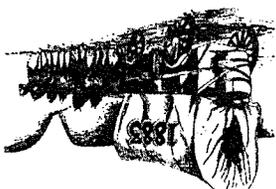
Please fill out the enclosed library survey and return

– please translate to spanish --

POSTAL CUSTOMER  
UNION GAP, WA 98903

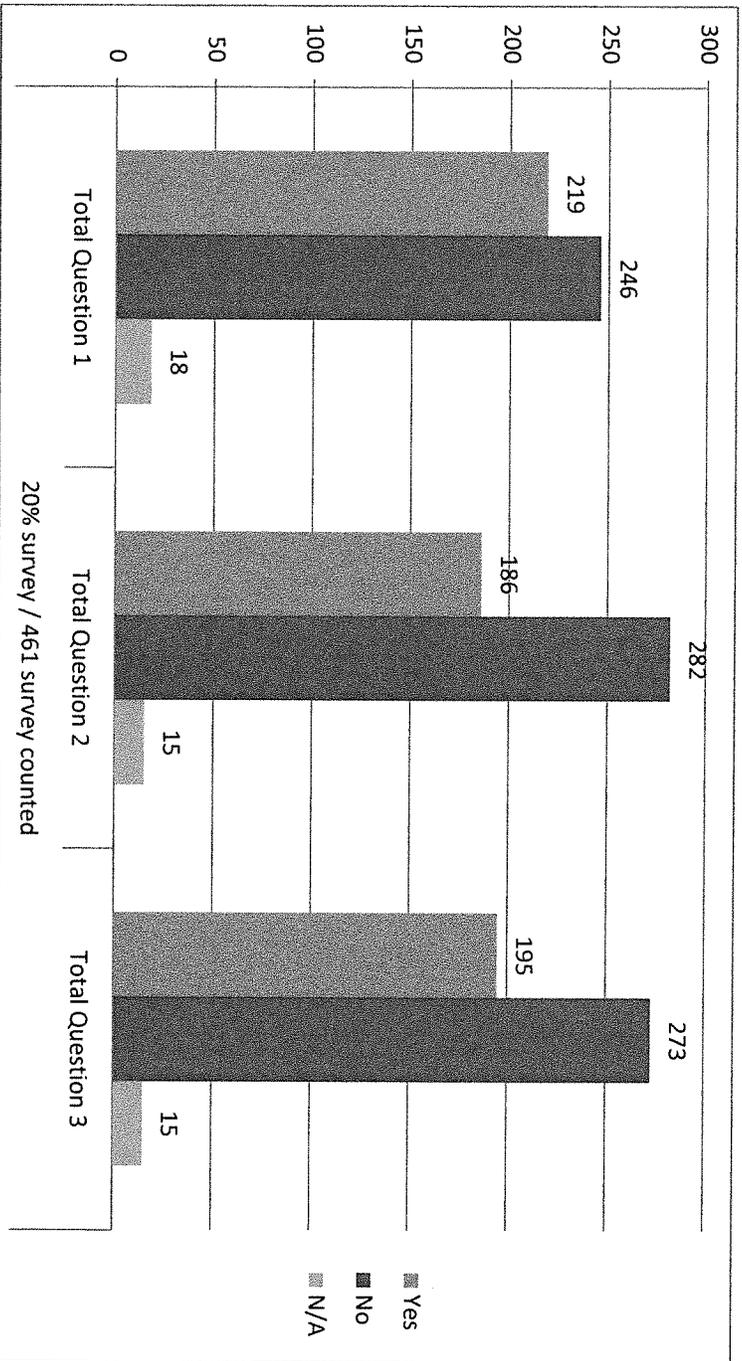
ECRWSS

PRSR1 STD  
U.S. Postage  
**PAID**  
Yakima, WA  
Permit No. 1

City of Union Gap  
P.O. Box 3008  
Union Gap, WA 98903-0008  


7/3/2017	Total:	31
7/5/2017	Total:	45
7/6/2017	Total:	27
7/7/2017	Total:	64
7/10/2017	Total:	97
7/11/2017	Total:	41
7/12/2017	Total:	29
7/13/2017	Total:	30
7/14/2017	Total:	22
7/17/2017	Total:	14
7/18/2017	Total:	11
7/19/2017	Total:	9
7/20/2017	Total:	5
7/21/2017	Total:	4
7/24/2017	Total:	5
7/25/2017	Total:	5
7/26/2017	Total:	3
7/27/2017	Total:	5
7/31/2017	Total:	3
8/1/2017	Total:	2
8/2/2017	Total:	1
8/3/2017	Total:	2
8/4/2017	Total:	2
8/7/2017	Total:	1
8/8/2017	Total:	0
8/9/2017	Total:	3
<b>GRAND TOTAL</b>		<b>461</b>

20% survey / 461 survey counted				Total % of answers	
Total Question 1	Total Question 2	Total Question 3	Total	% Yes	% No
Yes	219	186	195	600	25% Yes
No	246	282	273	801	34% No
N/A	18	15	15	48	2.0% N/A



# Survey Comments

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## 07/03/2017

Card 1 - Something is better than nothing

Card 3 – Use the building at 68 W. Washington its empty!

Card 6 – (regarding question #1) – N/A – I rent

Card 14 – Thank you for getting a library in Union Gap.

Card 16 – Do not use the library

Card 18 – We pay enough in taxes already.

Card 20 – Unfair of me to support tax increase because I get tax breaks as senior citizen

Card 23 – Revenues from current taxes should be sufficient!

Card 24 – not needed with computer & iPhone.

Card 26 – Do not need to waste the money

Card 28 – with internet and online I would probably never use a library.

## 07/05/2017

Card 2 – I have access to everything on my phone

Card 3 – If I want to use a library, I will drive 5 minutes to Yakima Thanks

Card 5 – Should of fixed the old one.

Card 6 – When I need a library I go to Yakima for a large, fully equipped, multi service library.

Card 7 – Waste of money, libraries are so 1970's.

Card 9 – I am sorry I am retired & I have very limited funds.

Card 12 – FIX THE STREETS FIRST-SOMETHING WE ALL USE

Library survey #2

Card 18 – We have a business here, but none of us or our employee live here we would get not benefit.

Card 21 – Low income can't afford it-need to buy medications

Card 24 – Disabled and on fixed income.

Card 26 – Too expensive-several branch libraries are available- books are on line

Card 28 – Interested in what the benefits of being annexed to Yakima would be?

Card 29 – Property owners are over-taxed already!

Card 35 – Use Yakima City Library

Card 37 – We need a library. Let's all step up.

Card 39 – Marijuana Taxes should pay for the library!

Card 41 – We don't use it nor do our grandkids

Card 42 – We need a library in UN.Gap especially for the young & old

Card 43 – I go to the one on 72<sup>nd</sup>

**07/06/2017**

Card 2 – enough with the tax increase-most have trouble paying the any we have now.

Card 3 – Sorry, I'm on a fixed income.

Card 8 – Not sure if it would be used enough to make it cost effective.

Card 10 – No

Card 11 – The sooner the better

Card 19 – No more taxes learn how to spend within your means.

Card 23 – A city has to have a library!

Card 26 – Would be an unneeded expense

Library survey #2

**07/07/2017**

Card 3 – No to annexing! Libraries are used by all generations. I get it is a very important to our town!

Card 7 – We need to use the library downtown

Card 8 – This is the 2<sup>nd</sup> time I have taken this survey, when will it be decided to build a library?

Card 12 – We need our library back! For the kids & residents

Card 22 – Isn't Union Gap getting more sales tax revenue from the sale of marijuana? Why would the property & sales taxes have to be increased?

Card 24 – No new taxes

Card 26 – Union Gap needs a library- the extra revenue from the pot stores that have opened in Union Gap can pay for it!!!

Card 31 – Libraries are good, but on a very fixed income, I can't afford.

Card 32 – I am already paying \$4,000.00 a year property taxes enough is enough can't afford any more.

Card 33 – Use Yakima library

Card 34 - on a fixed income no way

Card 36 – The better our libraries, the better our students will be.

Card 37 – Fixed income – enough Taxes – let user pay!!

Card 40 – Libraries are outdated I do not miss the old one. My wife and I are in our 60's and more worried about healthcare and retirement, both of which I cannot afford. 80.00 is a lot to us.

Card 42 – I don't feel the people now living in this community would use the library.

Card 44 – Every town needs a library!

Card 45 – We need a library to complete our city

Card 46 – WE really need a library closer for people to use

Card 50 – I have never use the library.

Library survey #2

Card 52 – I would use the library

Card 53 – Use all that marijuana taxes for the new library

Card 54 – Nobody what's it so why build it so NO!

Card 55 – Don't need one here!!

Card 56 – The property is already high in this area, can't afford more

Card 57 – Cannot afford any more taxes

Card 60 – As I indicated on an earlier survey, I see a need especially for the young & elderly.

Card 62 – Un-needed expense / little usage

Card 63 – You don't need 2 libraries. The one in Yakima is enough & there are e-readers anyways. Welcome to the 21<sup>st</sup> century!

### 07/10/2017

Card 1 – At some point and time our taxes paid for the original library. Did we get a discount when it closed or credit for that property?

Card 7- Incorp. Library in new city hall build.

Card 11- I can't afford to incur any more bills too much taxes everywhere I turn.. Everyone wants money

Card 17- ( Re: Question 3)- This question should have been posed to the actual property owners who pay the taxes not just those who pay the water bill. The idea of a Library may be okay but the price is way too costly.

Card 20 – Mejor apoyo para la biblioteca, y no para la carcel. **(I better support the library than the jail)**

Card 25 – Don't want to pay for something I don't use

Card 26- Don't waste Tax Payer money!

Card 27- Everyone needs a library!!

Library survey #2

Card 28 – Why not open up the schools library in summer & weekends if kids today would really use them. Lots of interne resources and books for kids No more taxes. I'm taxed to death and insurance poor.

Card 33 – Out dated No longer needed

Card 34 – Most home have computers. You can access every subject online.

Card 37 – Our Tax base is a result of this type of irresponsible spending!!

Card 41 – Could open a web page asking for donations to help with cost.

Card 43 – Moneys should come from Taxes already collected

Card 44 – Use the libraries in Yakima or the one in your beautiful, state of the art elementary school.

Card 50 – ( RE: question 2 – Have no taxes 69.) I'm on very limited funds, but I have a lot of books to donate paper backs and hardcover

Card 52 – Limited income – Resident in broadmoore park

Card 53 – Sorry, but I'm retired & I have very limited funds.

Card 56 – With computers in home & schools theres no need.

Card 61 – Where's all that marijuana taxes going

Card 62 – Don't' have that kind of money.

Card 64 – Union Gap needs a library.

Card 68 – I have never used UG library

Card 69 – Yes that way our kids have something to do. Another thing you should consider is fixing Loundon Park for the kids that live around it.

Card 71 – I miss the library we need one back

Card 77 – This is the second time I did this what a waste of postage money.

Card 78 – (re: question 2- 95% of residents do not use library. ) (re: question 3 – Do not own a home) (Re:question3 - Use the Yakima Library \$200,000 to build plus/hire librarian.

Card 82 – Fixed incomes can only stretch so far.

Library survey #2

Card 91 – West valley should get anuf of my money

Card 93 – The sooner the better.

Card 94 – WE love the Summitview library would be wonderful to have one closer!

**07/11/2017**

Card 2 – No new tax

Card 3 – Can't afford due to fixed limited income

Card 4 – Only if the sales tax is dropped after the building is paid for.

Card 11 – Thank you giving us input

Card 13 – Miss it a lot!!

Card 14 – I can't afford this – 58% positive (How many citizens responded?) This 58% may not represent everyone fairly

Card 15 – NO!!!

Card 19 – I'm lucky to be an educated female who has always had access to books. Even as a child in Tieton, we had a local library. There can NEVER be enough libraries!

Card 24 – WE DO NOT NEED MORE TAXES

Card 25 – There must be computers also and someone with knowledge

Card 26 – Don't have time to even visit library use internet and can travel to Yakima library if needed.

Card 33 – WE DO NOT NEED MORE TAXES!!

Card 36 – Plenty of Tax revenues elsewhere property taxes people can't afford. Try using them instead of

Card 37 – With technology available to everyone, Everyone has boos & info at ther fingertips have not missed the library.

**07/12/2017**

Card 1 – Strongly Question the 58% positive

Card 5 – No New Taxes! Because of school levies in WV WE can't pay anything more!

Library survey #2

Card 7- I live in Yakima- cannot help!

Card 8 – ( RE: Question 2 – already do!) – We are taxed by the county for the West Valley library.

Card 9 – Sorry to say- These are getting outdated

Card 10-I use the 72<sup>nd</sup> Ave Library-Kindle “Downloads” and order library books over the internet & get them there

Card 12 – Out zip code is Union Gap but we’re in the city of Yakima, we wouldn’t support the library. You have plenty of Retail Tax use that.

Card 14 – Union Gap needs a library.

Card 15 – We are in a senior Park now. But I loved the little Library you had. I saw many moms & young kids attending. Especially needed by non-drivers – computers were used big time. We are able to drive to other 2, but many aren’t able

Card 18- Use computer for quick info if need to read Yakima is not that far away.

Card 19 – Es muy necesaria una biblioteca, aqui en Union Gap (A library here is very much needed in Union Gap)

Card 21- NO!

Card 23-We are barely making it now. No more taxes.

Card 25 – I don’t own this property

**07/13/2017**

Card 3 – need more info

Card 9 – what would benefits be of annexing

Card 10- need to help educate

Card 16- The cost in tax increase is more than we expected and we probably would not use it that often.

Card 17- “Freedom is found through the portals of our nation’s libraries.”-David McCullough

Card 20- Pay for it. Not home owners’ taxes are high enough.

Card 21- For library only! For Kids!

Library survey #2

Card 22 – (Re:Question 2) – N/A I don't own a home.

Card 27 – I think you have enough new businesses to pay for this. They need to pay for there share

Card 28- Library's are a thing of the past. Waste of resources

### **7/17/2017**

Card 2 – Cuantos es el 1% - how much is 1%

Card 4 – Need copier machine and more time on computers

Card 5 – When the union Gap library was here I enjoyed going now I always debate on I should drive to downtown Yakima.

Card 7 – I would love to have a library back!

Card 8 – We don't need a rural library

Card 13 – Social security just cut my benefits \$300.00 month!

### **07/18/2017**

Card 3- We have a empty building 68W Washington (use it)

Card 4 – I just go to the Yakima library, it's not that far.

Card 8- Very great idea for all

Card 9 – Taxes are too high now!

### **07/19/2017**

Card 5 – the people of Union Gap deserved their own library.

Card 6 – Use old fire dept. 68 Washington for building-Thank you.

Card 7 – Use building at 68 W. Washington Ave.

Library survey #2

**07/20/2017**

-No comments

**07/21/2017**

Card 2 – Please bring it back. It makes it seem like a community!

Card 4- Re: Question 2- Need to be more specific how many years?

**07/24/2017**

Card 1 – I think the cost out weigh the rewards. Also too few tax payers will actually use it.

Card 2 – A good thing for Union Gap!

**07/25/2017**

-No comments

**07/26/2017**

-No comments

**07/27/2017**

Card 2- we need our library back.

**07/31/2017**

Card 1- Most of library items are now online. One regional library works.

Card 2- We pay enough in tax now. No New Taxes. Library can be more efficiently operated via electronic media.

Card 3- Grew up in U.G. and used the library all the time to read and use the computer for school. I believe libraries are still important despite the fact now everyone has access to internet. I believe a library is important resource for community.

**08/01/2017**

Card 1 – Everything is so electronic or social media

Card 2 - Sales tax on ???

Library survey #2

**08/02/2017**

-No Comments

**08/03/2017**

Card 1 – A library would be a positive outlet for children to be involved in something after school. It would bring the community together. We need a library please. 😊

**08/04/2017**

Card 1 – It will benefits and invested theaty

Card 2 – The Union Gap Community would need a plan; how to pay for it. Voting. Theaty spend on all this hiway and freeway city road. Spend millions. When they apply for state, Federal grants they spend on some where else. They need to invest on Library for children and Community. It would be nice to have our Library back.

I will support you and love Union Gap Community and willing volunteer for children.



## City Council Communication

**Meeting Date:** October 23, 2017  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution – WA State Department of Ecology Agreement - Biennial Stormwater Capacity Grant 2017-2019

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**SYNOPSIS:** The purpose of this Agreement between the City and the Washington State Department of Ecology is to provide funds to carry out the requirements described in reference to the 2017-2019 Biennial Stormwater Capacity Grant. This project will assist Phase I & II Permittees implementation or management of municipal stormwater programs by reducing stormwater pollutants discharged to state water bodies. The grant amount is \$50,000.

**RECOMMENDATION:** Adopt a resolution authorizing the City Manager to sign Agreement WQSWCAP-1719-UniGap-00094 with the Washington State Department of Ecology for the 2017-2019 Biennial Stormwater Capacity Grant.

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

**FINANCIAL REVIEW:**

**BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:**

1. Resolution
2. WSDOE Water Quality Stormwater Capacity Agreement WQSWCAP-1719-UniGap-00094

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

**A RESOLUTION** authorizing the City Manager to sign Agreement WQSWCAP-1719-UniGap-00094 with the Washington State Department of Ecology for the 2017-2019 Biennial Stormwater Capacity Grant.

**WHEREAS**, the Washington Department of Ecology can facilitate the distribution of grant money funds to the City of Union Gap for its use in improving stormwater management and water quality protection with the development and implementation of a stormwater management program;

**WHEREAS**, in order to participate in such funding, the City of Union Gap must comply with various requirements as set forth in the document entitled "Washington State Department of Ecology Agreement No. WQSWCAP-1719-UniGap-00094";

**WHEREAS**, it is the desire of the City Council to enter into the agreement for the purpose of obtaining grant funding and for the purpose of ensuring that Union Gap improves stormwater management and water quality protection

**WHEREAS**, this project will assist Phase I & II Permittees implementation or management of municipal stormwater programs by reducing stormwater pollutants discharged to state water bodies;

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

That the City Manager is authorized to sign an Agreement between the City of Union Gap and the State of Washington Department of Ecology for 2017-2019 Biennial Stormwater Capacity Grant Program.

**PASSED** this 23<sup>rd</sup> day of October, 2017.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Bronson Brown, City Attorney



## **Agreement No. WQSWCAP-1719-UniGap-00094**

### **WATER QUALITY STORMWATER CAPACITY 1719 AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF UNION GAP**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Union Gap, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

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#### **GENERAL INFORMATION**

Project Title:	2017-2019 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	03/31/2019
Project Type:	Capacity Grant

#### Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

**RECIPIENT INFORMATION**

Organization Name: City of Union Gap

Federal Tax ID: 91-6001287

DUNS Number: 072043917

Mailing Address: PO Box 3008  
 Union Gap, WA 98903

Physical Address: 102 W Ahtanum Rd  
 Union Gap, Washington 98903

Organization Email: dennis.henne@uniongapwa.gov

**Contacts**

<p><b>Project Manager</b></p>	<p>Dennis Henne          Director Public Works and Community Development</p> <p>102 W. Ahtanum Road          City of Union Gap, Washington 98903          Email: dhenne@cityofuniongap.com          Phone: (509) 249-9206</p>
<p><b>Billing Contact</b></p>	<p>Dennis Henne          Director Public Works and Community Development</p> <p>102 W. Ahtanum Road          City of Union Gap, Washington 98903          Email: dhenne@cityofuniongap.com          Phone: (509) 249-9206</p>
<p><b>Authorized Signatory</b></p>	<p>Dennis Henne          Director Public Works and Community Development</p> <p>102 W. Ahtanum Road          City of Union Gap, Washington 98903          Email: dhenne@cityofuniongap.com          Phone: (509) 249-9206</p>

**ECOLOGY INFORMATION**

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

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
<b>Financial Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452



Agreement No: WQSWCAP-1719-UniGap-00094  
Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Union Gap

Arlene Fisher

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City Manager

Date

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

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

Recipient Task Coordinator: Dennis Henne

**Project Administration/Management**

**Deliverables**

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

## SCOPE OF WORK

Task Number: 2 **Task Cost: \$45,000.00**

Task Title: Permit Implementation

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review and/or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.  
Monitoring, including:
  - a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.

11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Dennis Henne

**Permit Implementation**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	



**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
FY1719 Capacity Grants	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal

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remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.  
RECIPIENT shall:
  - Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff and contractors working at the project site.
  - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
  - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
  - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for each project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required the RECIPIENT shall:

- Use ECOLOGY's QAPP Template provided by the ECOLOGY Program.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The data must be successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

## 18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

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Project Title: 2017-2019 Biennial Stormwater Capacity Grants  
Recipient Name: City of Union Gap

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

## 27. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date

mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

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Recipient Name: City of Union Gap

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 05/11/2017



## City Council Communication

**Meeting Date:** October 23, 2017  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Agreement to Adjust Boundary Lines between the City of Union Gap and the City of Yakima

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**SYNOPSIS:** The Cities of Union Gap & Yakima share a number of public streets that are municipal boundaries; with growth and change some of the boundaries have become problematic.

Both cities agree that an entire street should be located in one jurisdiction and wish to enter into an agreement to alter the portions of the boundaries to promote effective emergency response, maintenance and permitting.

**RECOMMENDATION:** Adopt a Resolution authorizing the City Manager to execute the Agreement to Adjust Boundary Lines between the City of Union Gap and the City of Yakima pursuant to RCW 35.13.310.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Agreement to adjust boundary lines between the COUG and the COY pursuant to RCW 35.13.310
3. Boundary Maps

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

**A RESOLUTION** authorizing the City Manager to execute the Agreement to Adjust Boundary Lines between the City of Union Gap and the City of Yakima pursuant to RCW 35.13.310.

**WHEREAS**, the City of Union Gap and the City of Yakima share a common boundary – generally the northern boundary of Union Gap and the southerly boundary of a portion of the City of Yakima; and

**WHEREAS**, there are portions of the boundary between the two cities that separate the cities by a portion of the right-of-way of a public street, road or highway, or where the two cities are separated at the centerline of a right-of-way of a public street, road or highway; and

**WHEREAS**, the City of Union Gap and the City of Yakima wish to enter into an agreement to alter the portions of the boundary between the two cities which will eliminate these situations and create a common boundary in those areas on the edge of the right-of-way of the public street, road or highway rather than cutting through them; and

**WHEREAS**, the two cities agree that altering the boundaries in this way will be more consistent with effective maintenance, permitting and planning by ensuring that roadways are not split between the two jurisdictions, which complicates operation and maintenance of the roadways and associated facilities; and

**WHEREAS**, state law allows cities which share common boundaries to adjust the boundary lines between them where they share a common boundary within a right-of-way of a public street, road, or highway, or the two cities have a portion of their boundaries separated only by all or a part of the right-of-way of a public street, road or highway by entering into an agreement to do so; and

**WHEREAS**, a boundary line adjustment done pursuant to RCW 35.13.310 is not subject to review by a boundary review board; and

**WHEREAS**, the City Council of the City of Union Gap finds that it is in the best interests of the City and its residents to enter into an Agreement to Adjust Boundary Lines Between the City of Union Gap and the City of Yakima Pursuant to RCW 35.13.310, which is attached hereto and fully incorporated herein; now, therefore,

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

The City of Union Gap agrees to adjust its boundary lines with the City of Yakima as outlined in the Agreement, and authorizes the City Manager to sign the

Agreement to Adjust Boundary Lines between the City of Union Gap and the City of Yakima Pursuant to RCW 35.13.310.

**PASSED** this 23<sup>rd</sup> day of October, 2017.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Bronson Brown, City Attorney

**AGREEMENT TO ADJUST BOUNDARY LINES**  
**BETWEEN THE CITY OF YAKIMA AND THE CITY OF UNION GAP**  
**PURSUANT TO RCW 35.13.310**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Yakima (hereinafter referred to as "Yakima") and the City of Union Gap (hereinafter referred to as "Union Gap").

WHEREAS, Yakima and Union Gap share a common boundary—generally the northern boundary of Union Gap and the southerly boundary of a portion of Yakima; and

WHEREAS, there are portions of the boundary between the two cities that are separated only by a part of the right-of-way of a public street, road or highway; and

WHEREAS, Yakima and Union Gap wish to enter into an agreement to alter those portions of their boundaries that are necessary to eliminate these situations and create partial common boundaries on the edge of a right-of-way of the public street, road, or highway rather than cutting through them; and

WHEREAS, this agreement will eliminate those situations; and

WHEREAS, Yakima and Union Gap agree that the altering of the cities' boundaries will also be more consistent with effective maintenance, permitting and planning by ensuring that entire roadways are located within either Yakima or Union Gap, rather than having city limits run through the centerline or other partial areas of roadways or rights-of-way; and

WHEREAS, each city council has found that it is in the best interests of their respective city and its residents to enter into this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, and requirements contained herein, the recitals above and in the documents attached and fully incorporated herein, Yakima and Union Gap agree to the following boundary line adjustments:

1. PURPOSE

The purpose of this Agreement is to alter the boundaries of the City of Yakima and the City of Union Gap to eliminate common boundaries within a right-of-way of a public street, road or highway. This Agreement identifies the adjustments. Exhibit "A" provides a detailed legal description of the resulting Union Gap boundary.

2. RIGHTS-OF-WAY ADJUSTMENTS

a. The following-described rights-of-way shall now be within the City of Yakima jurisdictional boundaries:

1. 16<sup>th</sup> Avenue/Washington Avenue

That portion of 16<sup>th</sup> Avenue right-of-way lying Northerly of the following described line: Beginning on a point on the Westerly right-of-way line of said 16<sup>th</sup> Avenue, said point being 880 feet Southerly of the North line of the Southwest quarter of Section 36, Township 13 North, Range 18 East, W.M., said point being coincident with the Southerly line of the existing bridge of Wide Hollow Creek;

Thence Easterly along the Southerly edge of bridge to the Easterly right-of-way line of South 16<sup>th</sup> Avenue and the terminus of said line.

2. 16<sup>th</sup> Avenue and Ahtanum Road

Beginning at the intersection of the Southerly right-of-way line of Ahtanum Road and the Westerly right-of-way line of South 16<sup>th</sup> Avenue; Thence Southerly along the Westerly right-of-way line of 16<sup>th</sup> Avenue to a point that is 300.00 feet South of the centerline of Ahtanum Road; Thence Easterly at right angles to the Easterly right-of-way of said 16<sup>th</sup> Avenue; Thence North along said right-of-way line to the Southerly right-of-way line of Ahtanum Road; Thence West to the Point of Beginning; AND TOGETHER WITH beginning at the intersection of the Southerly right-of-way line of Ahtanum Road and the Easterly right-of-way line of South 16<sup>th</sup> Avenue; Thence Easterly along the Southerly right-of-way line of Ahtanum Road to a point that is 300.00 feet East of the centerline of 16<sup>th</sup> Avenue; Thence North at right angles to the Northerly right-of-way line of said Ahtanum Road; Thence Westerly along said right-of-way line to the Easterly right-of-way line of 16<sup>th</sup> Avenue; Thence South to the Point of Beginning. EXCEPT reserving an easement for utilities as they now exist over the property described hereon.

3. Mead Avenue

Beginning at the intersection of the centerline of Mead Avenue and the Northerly extension of the West line of the Plat of EAST MEAD INDUSTRIAL PARK, according to the official plat thereof recorded in Volume "X" of Plats, page 7, records of Yakima County, Washington; Thence South along said extension to the South right-of-way line of Mead Avenue; Thence Easterly along said right-of-way line to the intersection of the Southerly right-of-way line of Mead Avenue and the Westerly right-of-way line of Interstate 82; Thence North along said right-of-way line of Interstate 82 to the centerline of Mead Avenue; Thence Westerly along said centerline to the Point of Beginning. EXCEPT reserving an easement for utilities as they now exist over the property described hereon.

4. Washington Avenue

Commencing at the intersection of the Westerly right-of-way line of 14<sup>th</sup> Street and the Southerly right-of-way line of Washington Avenue; Thence Westerly along the Southerly right-of-way line of Washington Avenue 150 feet to the Point of Beginning; Thence Northerly at a right angle to the Northerly right-of-way line of Washington Avenue; Thence Westerly along said right-of-way line to the Westerly line of Lot "A" of that Short Plat recorded under Auditor's File Number 7488898, records of Yakima County, Washington; Thence South to the Southerly right-of-way line of Washington Avenue; Thence Easterly along said right-of-way line to the Point of Beginning. EXCEPT reserving an easement for utilities as they now exist over the property described hereon.

b. The following-described rights-of-way shall now be within the City of Union Gap jurisdictional boundaries:

1. Valley Mall Boulevard and 10<sup>th</sup> Avenue

Beginning at the intersection of the South line of the North 10 acres of Lot 44, Plat of Section 36, Township 13 North, Range 18 East, W.M., recorded in Volume "E" of Plats, Page 36, records of Yakima County, Washington and the East line of the Southwest quarter of Section 36, Township 13 North, Range 18

East, W.M.; Thence West along said South line to the Southwesterly right-of-way line of Valley Mall Boulevard; Thence Southeasterly along said right-of-way line to the Westerly right-of-way line of 10<sup>th</sup> Avenue; Thence Southerly along said Westerly right-of-way line to the North lien of the South 810.00 feet of the Southwest quarter of the Northwest quarter of Section 1, Township 12 North, Range 18 East, W.M.; Thence Easterly along said North line to the West line of the East 615 feet of said subdivision; Thence North along said East line to the South line of Government Lot 4 of said Section 1; Thence Westerly along said South lien to the East line of the West 725 feet of said Lot 4; Thence North along said East line to the South line of Section 36, Township 13 North, Range 18 East, W.M.; Thence Easterly along said South line to the East line of the Southwest quarter of said Section 36; Thence North along said East line to the Point of Beginning; EXCEPT reserving an easement to construct, operate, maintain, repair, replace and/or remove underground water, sewer and storm water improvements and facilities upon the entire right-of-way described herein, together with rights of ingress and egress to access the easement as necessary for the use and enjoyment of the easement herein granted; AND EXCEPT reserving an easement for traffic control devices, poles, and associated facilities and improvements as they now exist over the property described hereon, including the right to ingress and egress for maintenance and operation purposes.

2. Voelker Avenue and Whatcom Street

Beginning at the intersection of the centerline of Voelker Street and the Northerly right-of-way line of Whatcom Street; Thence East along said right-of-way line to the Easterly right-of-way line of Voelker Avenue; Thence Southerly along said right-of-way line to the South line of the North 344.00 feet of the Southeast quarter of the Northeast quarter of the Southwest quarter of said Section 31; Thence West to the centerline of Voelker Avenue; Thence North along said centerline to the Point of Beginning; EXCEPT reserving an easement to construct, operate, maintain, repair, replace and/or remove underground water, sewer and storm water improvements and facilities upon the entire right-of-way described herein, together with rights of ingress and egress to access the easement as necessary for the use and enjoyment of the easement herein granted; AND EXCEPT reserving an easement for traffic control devices, poles, and associated facilities and improvements as they now exist over the property described hereon, including the right to ingress and egress for maintenance and operation purposes.

3. Valley Mall Boulevard and Longfibre Road

Beginning at the intersection of the Easterly right-of-way line of Longfibre Road and the centerline of Valley Mall Boulevard; Thence North to the Northerly right-of-way line of Valley Mall Boulevard; Thence Easterly along said right-of-way line to the West line of the West 60.00 feet of the East 298.7 feet of the Southwest quarter of the Southwest quarter of Section 32, Township 13 North, Range 19 East, W.M.; Thence South to the centerline of said Valley Mall Boulevard; Thence West along said centerline to the Point of Beginning: EXCEPT reserving an easement to construct, operate, maintain, repair, replace and/or remove underground water, sewer and storm water improvements and facilities upon the entire right-of-way described herein, together with rights of ingress and egress to access the easement as necessary for the use and enjoyment of the easement

herein granted; AND EXCEPT reserving an easement for traffic control devices, poles, and associated facilities and improvements as they now exist over the property described hereon, including the right to ingress and egress for maintenance and operation purposes.

4. Old Town Road

Beginning at the intersection of the North Line of the South 208.7 feet of the Southwest quarter of the Southwest quarter of Section 32, Township 13 North, Range 19 East, W.M. and the West right-of-way line of Old Town Road; Thence Northerly along said right-of-way line to the Southerly line of that property referenced as Exception 3 as shown on that Record of Survey recoded under Auditor's File Number 7922162, records of Yakima County, Washington; Thence East to the centerline of Old Town Road; Thence South along said East line to the North Line of the South 208.7 feet of said subdivision; Thence West to the Point of Beginning; EXCEPT reserving an easement to construct, operate, maintain, repair, replace and/or remove underground water, sewer and storm water improvements and facilities upon the entire right-of-way described herein, together with rights of ingress and egress to access the easement as necessary for the use and enjoyment of the easement herein granted; AND EXCEPT reserving an easement for traffic control devices, poles, and associated facilities and improvements as they now exist over the property described hereon, including the right to ingress and egress for maintenance and operation purposes.

5. Old Town Road/South 1<sup>st</sup> Street

Beginning at the intersection of the Westerly right-of-way line of Old Town Road and the Southwesterly right-of-way line of South 1<sup>st</sup> Street; Thence Northeasterly at a right angle to the centerline of said South 1<sup>st</sup> Street to the Southwesterly corner of Parcel "A" as shown on that Record of Survey recorded under Auditor's File Number 7396696, records of Yakima County, Washington; Thence Easterly along the South line of said Parcel "A" to the Southeast Corner of said Parcel "A"; Thence South 64 feet; Thence Westerly to the Point of Beginning; EXCEPT reserving an easement to construct, operate, maintain, repair, replace and/or remove underground water, sewer and storm water improvements and facilities upon the entire right-of-way described herein, together with rights of ingress and egress to access the easement as necessary for the use and enjoyment of the easement herein granted; AND EXCEPT reserving an easement for traffic control devices, poles, and associated facilities and improvements as they now exist over the property described hereon, including the right to ingress and egress for maintenance and operation purposes.

3. STREET LIGHTING, TRAFFIC SIGNALS, PERMITTING, PLANNING AND ENFORCEMENT

Street lighting, traffic signals, permitting, planning and enforcement shall be determined by an Interlocal Agreement between Yakima and Union Gap. In the event no Agreement exists, the jurisdiction in which the right-of-way is located shall have exclusive authority to dictate issues regarding lighting, traffic signaling, permitting, planning and enforcement, and must make prompt payment to the other jurisdiction if the lights and signals are so owned.

4. SERVICES

Wastewater, water and storm water services currently provided to properties by Union Gap or Yakima will continue to be provided by that jurisdiction. There is no transfer of water, storm water or wastewater facilities contemplated as part of this Agreement or by the boundary line changes, and the easements reserved herein pertain to such services. Utility providers shall apply for and receive permits for work within the rights-of-way from the jurisdictions in which the rights-of-way are located, including, but not limited to, work to replace and/or maintain utility lines.

5. SEVERABILITY

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

6. EFFECTIVE DATE

This Agreement is effective upon approval by each city's City Council.

7. RECORDING

This Agreement shall be recorded with the Yakima County Auditor's Office by the City of Union Gap. The City of Yakima shall reimburse the City of Union Gap for one-half of the cost of recording upon demand.

8. BOUNDARY REVIEW BOARD

This Agreement is not subject to review by the Boundary Review Board pursuant to RCW 35.13.310.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

**CITY OF YAKIMA**

**CITY OF UNION GAP**

\_\_\_\_\_  
By: Cliff Moore, City Manager

\_\_\_\_\_  
By: Arlene Fisher-Maurer, City Manager

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Sonya Claar-Tee, City Clerk

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

STATE OF WASHINGTON )  
 ) ss.  
County of Yakima )

On the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cliff Moore, to me known to be the City Manager of the City of Yakima, who executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the City of Yakima for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Yakima )

On the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Arlene Fisher-Maurer, to me known to be the City Manager of the City of Union Gap, who executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the City of Union Gap for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## **EXHIBIT A**

### **Boundary Between City of Union Gap and City of Yakima (revised 4-25-17)**

Beginning at the intersection of the Southerly extension of the West line of that Short Plat recorded in Book 85 of Short Plats, Page 122, records of Yakima County, Washington, and the South right of way line of Ahtanum Road;

Thence Easterly along said right of way line to the Westerly right of way line of South 16<sup>th</sup> Avenue;

Thence Southerly along said right of way line to a point that is 300.00 feet South of the centerline of Ahtanum Road;

Thence Easterly at right angles to the Easterly right of way of said 16<sup>th</sup> Avenue;

Thence North along said right of way line to the Southerly right of way line of Ahtanum Road;

Thence Easterly along said right of way line to a point that is 300.00 feet East of the centerline of 16<sup>th</sup> Avenue;

Thence North at right angles to the Northerly right of way line of said Ahtanum Road;

Thence Westerly along said right of way line to the Easterly right of way line of 16<sup>th</sup> Avenue;

Thence Northerly along said right of way line to the north line of the Southeast quarter of the Northeast quarter of Section 2, Township 12 North, Range 18 East, W.M.;

Thence Easterly along said North line to the East line of said Section 2;

Thence South along said East line to the North line of the South 792.7 feet of the Southwest quarter of the Northwest quarter of Section 1, Township 12 North, Range 18 East, W.M.;

Thence Easterly along said North line to the East line of the West 455.00 feet of the said Southwest quarter of the Northwest quarter;

Thence Northerly along said East line to the North line of the South 810.00 feet of said Southwest quarter of the Northwest quarter;

Thence Easterly along said North line to the Westerly right of way line of South 10<sup>th</sup> Avenue;

Thence Northerly along said right of way line to the Southwesterly right of way line of Valley Mall Boulevard;

Thence Northwesterly along said right of way line to the Easterly right of way line of South 16<sup>th</sup> Avenue as shown on that Record of Survey recorded under Auditor's File Number 7937213, records of Yakima County, Washington;

Thence Southerly along said right of way line to Survey Station 30+50 according to said Record of Survey;

Thence at a right angle to the Westerly right of way line of said South 16<sup>th</sup> Avenue as shown on said Record of Survey;

Thence Northerly along said right of way line to the Southwesterly right of way line of Valley Mall Boulevard;

Thence Northwesterly along said right of way line to where it intersects the Westerly right of way line of the old alignment of South 16<sup>th</sup> Avenue as shown on said Record of Survey recorded under Auditor's File Number 7937213;

Thence Northerly along said right of way line to a point that is 880 feet Southerly of the North line of the Southwest quarter of Section 36, Township 13 North, Range 18 East, W.M., said point being coincident with the Southerly line of the existing bridge of Wide Hollow Creek;

Thence Easterly long said Southerly edge of bridge to the Easterly right of way line of South 16<sup>th</sup> Avenue;

Thence Northerly along said right of way line to the South line of the North 290 feet of Block 40 of the PLAT OF SECTION 36 according to the official plat thereof recorded in Volume "E" of Plats, Page 36, records of Yakima County, Washington;

Thence Easterly along said South line to the East line of the West 150 feet of said Block 40;

Thence Northerly along said East line to the South right of way line of Washington Avenue;

Thence Easterly along said right of way line to the West line of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 31, Township 13 North, Range 19 East, W.M.;

Thence Southerly along said West line to the Northerly right of way line of Whatcom Street;

Thence Easterly along said right of way line to the Easterly right of way line of Voelker Avenue;

Thence Southerly along said right of way line to the South line of the North 344.00 feet of the Southeast quarter of the Northeast quarter of the Southwest quarter of said Section 31;

Thence Easterly along said Southerly line to the West line of Lot 1 of that Short Plat recorded in Book 95 of Short Plats, Page 69, records of Yakima County, Washington;

Thence Northerly along said West line to the Northwest corner of said Lot 1;

Thence Easterly along the North line of said Lot 1 to the Westerly right of way line of Longfibre Road;

Thence Southerly along said right of way line to the Northeast Corner, of the Northwest Quarter, of the Southwest Quarter, of the Southeast Quarter of Section 31, Township 13 North, Range 19 East, W.M.;

Thence continuing Southerly along said right of way line 581.84 feet;

Thence Easterly to the Easterly right of way line of Longfibre Road;

Thence Southerly along said Easterly right of way line to the Northerly right of way line of Valley Mall Boulevard;

Thence Easterly along said right of way line to the West line of the West 60.00 feet of the East 298.7 feet of the Southwest quarter of the Southwest quarter of Section 32, Township 13 North, Range 19 East, W.M.;

Thence Northerly along said West line to the North Line of the South 208.7 feet of said subdivision;

Thence Easterly along said North line to the Westerly right of way line of Old Town Road;

Thence Northerly along said right of way line to the Southerly line of that property referenced as Exception 3 as shown on that Record of Survey recorded under Auditor's File Number 7922162, records of Yakima County, Washington;

Thence Westerly along said South line to the Westerly line of said property;

Thence Northerly along said West line to the Northerly line of said property;

Thence Northeasterly and Easterly along said Northerly line to the Westerly right of way line of said Old Town Road;

Thence Northerly along said right of way line to the Southwesterly right of way line of South 1<sup>st</sup> Street;

Thence Northeasterly at a right angle to the centerline of said South 1<sup>st</sup> Street to the Southwesterly corner of Parcel "A" as shown on that Record of Survey recorded under Auditor's File Number 7396696, records of Yakima County, Washington;

Thence Easterly along the South line of said Parcel "A" to the Southeast Corner of said Parcel "A";

Thence North along the East line of said Parcel "A" to the Northeast corner thereof;  
Thence West along the North line of said Parcel "A" to the Southwest corner of Parcel "B" as shown on said Record of Survey;  
Thence North along the West line of said Parcel "B" to the Northwest corner of said Parcel "B", said corner being on the Westerly right of way line of 14<sup>th</sup> Street;  
Thence Northerly along said Westerly right of way line of 14<sup>th</sup> Street to the Southerly right of way line of Washington Avenue;  
Thence Westerly along said right of way line 150 feet;  
Thence Northerly at a right angle to the Northerly right of way line of Washington Avenue;  
Thence Westerly along said right of way line to the Westerly line of Lot 'A' of that Short Plat recorded under Auditor's File Number 7488898, records of Yakima County, Washington;  
Thence North along said Westerly line to the Northwest corner of said Lot 'A';  
Thence Easterly along the North line of said Lot 'A' to the Easterly line of Parcel 2 as shown on that Record of Survey recorded under Auditor's File Number 7204531, records of Yakima County, Washington;  
Thence Northerly along said Easterly line and its Northerly extension to the South line of the Plat of EAST MEAD INDUSTRIAL PARK, according to the official plat thereof recorded in Volume 'X' of Plats, page 7, records of Yakima County, Washington;  
Thence Westerly along said South line to the Southwest corner of said plat;  
Thence Northerly along the West line of said Plat to the Southerly right of way line of Mead Avenue;  
Thence Easterly along said right of way line to the intersection of the Southerly right of way line of Mead Avenue and the Westerly right of way line of Interstate 82;  
Thence Southerly along said Interstate 82 right of way line to the South line of Northeast quarter of Section 32, Township 13 North, Range 19 East, W.M.;

## **City of Union Gap Overall Boundary Legal Description (revised 4-25-17)**

Beginning at the intersection of the Southerly right of way line of Mead Avenue and the Westerly right of way line of Interstate 82;  
Thence Southerly along said Interstate 82 right of way line to the South line of Northeast quarter of the Southeast quarter of Section 32, Township 13 North, Range 19 East, W.M.;  
Thence Easterly along said Southerly line to the East line of said Section 32;  
Thence Easterly along the North line of the Southwest quarter of the Southwest quarter of Section 33, Township 13 North, Range 19 East, W.M., to the West line of the East half of the West half of said Southwest quarter of the Southwest quarter;  
Thence Southerly along said West line to the North line of Section 5, Township 12 North, Range 19 East, W.M.;  
Thence Easterly along said Northerly line to the East line of the West half of the Northeast quarter of said Section 5;  
Thence Southerly along said East line to the South line of said Northeast quarter;  
Thence Westerly along said South line to the Easterly right of way line of Interstate 82;  
Thence Westerly to the Westerly line of Tax Area 301;  
Thence Southwesterly along said Westerly line to the North line of the Southeast quarter of the Southwest quarter of said Section 5;  
Thence Easterly along said North line to the Westerly right of way line of Interstate 82;  
Thence Southerly along said right of way line to the South line of the Northwest quarter of Section 8, Township 12 North, Range 19 East, W.M.;  
Thence Westerly along said South line to Southwesterly projection of the Westerly line of said Tax Area 301;  
Thence Southwesterly along said line to a point that is 15.00 Northeasterly of the centerline of the Burlington Northern Sante Fe Railroad as measured perpendicular thereto;  
Thence Southwesterly perpendicular to said tracks to the Northeasterly right of way line of the Union Pacific Railroad;  
Thence Northwesterly along said right of way line to the Westerly right of way line of State Highway 97;  
Thence Southerly along said right of way line to the Easterly extension of the South line of Government Lot 5, Section 17, Township 12 North, Range 19 East, W.M.;  
Thence Westerly along said Easterly extension and South line to the Easterly line of Section 18, Township 12 North, Range 19 East, W.M.;  
Thence North along said East line to the South line of Section 7, Township 12 North, Range 19 East, W.M.;  
Thence Westerly along said South line to the South quarter corner of said Section 7;  
Thence North along the West line of the Southeast quarter of said Section to the Southeast corner of the North half of the Southwest quarter of said Section;  
Thence Westerly along said South line to the West line of said Section;  
Thence North along said West line to the North line of that Short Plat recorded under Auditor's File Number 7155923, records of Yakima County, Washington;  
Thence Easterly along said North line to the Southwest corner of that Short Plat recorded in Book 85 of Short Plats, Page 54, records of Yakima County, Washington;

Thence Northerly along the West line of said Short Plat to the Northwest corner of said Short Plat;

Thence Easterly along the North line of said Short Plat to the Northwest corner of that Short Plat recorded in Book 85 of Short Plats, Page 55, records of Yakima County, Washington;

Thence Easterly along the North line of said Short Plat to the centerline of Ahtanum Creek;

Thence Westerly along said centerline to the West line of that Short Plat recorded in Book 85 of Short Plats, Page 135, records of Yakima County, Washington;

Thence Northerly along the West line of said Short Plat to the South line of the Northwest quarter of the Southeast quarter of Section 3, Township 12 North, Range 18 East, W.M.;

Thence Westerly along said South line to a point that is 594 feet Easterly of the West line of said Northwest quarter of the Southeast quarter as measured perpendicular thereto;

Thence North parallel with said West line to the South right of way line of Ahtanum Road;

Thence Easterly along said right of way line to the Westerly right of way line of South 16<sup>th</sup> Avenue;

Thence Southerly along said right of way line to a point that is 300.00 feet South of the centerline of Ahtanum Road;

Thence Easterly at right angles to the Easterly right of way of said 16<sup>th</sup> Avenue;

Thence North along said right of way line to the Southerly right of way line of Ahtanum Road;

Thence Easterly along said right of way line to a point that is 300.00 feet East of the centerline of 16<sup>th</sup> Avenue;

Thence North at right angles to the Northerly right of way line of said Ahtanum Road;

Thence Westerly along said right of way line to the Easterly right of way line of 16<sup>th</sup> Avenue;

Thence Northerly along said right of way line to the north line of the Southeast quarter of the Northeast quarter of Section 2, Township 12 North, Range 18 East, W.M.;

Thence Easterly along said North line to the East line of said Section 2;

Thence South along said East line to the North line of the South 792.7 feet of the Southwest quarter of the Northwest quarter of Section 1, Township 12 North, Range 18 East, W.M.;

Thence Easterly along said North line to the East line of the West 455.00 feet of the said Southwest quarter of the Northwest quarter;

Thence Northerly along said East line to the North line of the South 810.00 feet of said Southwest quarter of the Northwest quarter;

Thence Easterly along said North line to the Westerly right of way line of South 10<sup>th</sup> Avenue;

Thence Northerly along said right of way line to the Southwesterly right of way line of Valley Mall Boulevard;

Thence Northwesterly along said right of way line to the Easterly right of way line of South 16<sup>th</sup> Avenue as shown on that Record of Survey recorded under Auditor's File Number 7937213, records of Yakima County, Washington;

Thence Southerly along said right of way line to Survey Station 30+50 according to said Record of Survey;

Thence at a right angle to the Westerly right of way line of said South 16<sup>th</sup> Avenue as shown on said Record of Survey;

Thence Northerly along said right of way line to the Southwesterly right of way line of Valley Mall Boulevard;

Thence Northwesterly along said right of way line to where it intersects the Westerly right of way line of the old alignment of South 16<sup>th</sup> Avenue as shown on said Record of Survey recorded under Auditor's File Number 7937213;

Thence Northerly along said right of way line to a point that is 880 feet Southerly of the North line of the Southwest quarter of Section 36, Township 13 North, Range 18 East, W.M., said point being coincident with the Southerly line of the existing bridge of Wide Hollow Creek;  
Thence Easterly long said Southerly edge of bridge to the Easterly right of way line of South 16<sup>th</sup> Avenue;

Thence Northerly along said right of way line to the South line of the North 290 feet of Block 40 of the PLAT OF SECTION 36 according to the official plat thereof recorded in Volume "E" of Plats, Page 36, records of Yakima County, Washington;

Thence Easterly along said South line to the East line of the West 150 feet of said Block 40;

Thence Northerly along said East line to the South right of way line of Washington Avenue;

Thence Easterly along said right of way line to the West line of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 31, Township 13 North, Range 19 East, W.M.;

Thence Southerly along said West line to the Northerly right of way line of Whatcom Street;

Thence Easterly along said right of way line to the Easterly right of way line of Voelker Avenue;

Thence Southerly along said right of way line to the South line of the North 344.00 feet of the Southeast quarter of the Northeast quarter of the Southwest quarter of said Section 31;

Thence Easterly along said Southerly line to the West line of Lot 1 of that Short Plat recorded in Book 95 of Short Plats, Page 69, records of Yakima County, Washington;

Thence Northerly along said West line to the Northwest corner of said Lot 1;

Thence Easterly along the North line of said Lot 1 to the Westerly right of way line of Longfibre Road;

Thence Southerly along said right of way line to the Northeast Corner, of the Northwest Quarter, of the Southwest Quarter, of the Southeast Quarter of Section 31, Township 13 North, Range 19 East, W.M.;

Thence continuing Southerly along said right of way line 581.84 feet;

Thence Easterly to the Easterly right of way line of Longfibre Road;

Thence Southerly along said Easterly right of way line to the Northerly right of way line of Valley Mall Boulevard;

Thence Easterly along said right of way line to the West line of the West 60.00 feet of the East 298.7 feet of the Southwest quarter of the Southwest quarter of Section 32, Township 13 North, Range 19 East, W.M.;

Thence Northerly along said West line to the North Line of the South 208.7 feet of said subdivision;

Thence Easterly along said North line to the Westerly right of way line of Old Town Road;

Thence Northerly along said right of way line to the Southerly line of that property referenced as Exception 3 as shown on that Record of Survey recorded under Auditor's File Number 7922162, records of Yakima County, Washington;

Thence Westerly along said South line to the Westerly line of said property;

Thence Northerly along said West line to the Northerly line of said property;

Thence Northeasterly and Easterly along said Northerly line to the Westerly right of way line of said Old Town Road;

Thence Northerly along said right of way line to the Southwesterly right of way line of South 1<sup>st</sup> Street;

Thence Northeasterly at a right angle to the centerline of said South 1<sup>st</sup> Street to the Southwesterly corner of Parcel "A" as shown on that Record of Survey recorded under Auditor's File Number 7396696, records of Yakima County, Washington;

Thence Easterly along the South line of said Parcel "A" to the Southeast Corner of said Parcel "A";

Thence North along the East line of said Parcel "A" to the Northeast corner thereof;

Thence West along the North line of said Parcel "A" to the Southwest corner of Parcel "B" as shown on said Record of Survey;

Thence North along the West line of said Parcel "B" to the Northwest corner of said Parcel "B", said corner being on the Westerly right of way line of 14<sup>th</sup> Street;

Thence Northerly along said Westerly right of way line of 14<sup>th</sup> Street to the Southerly right of way line of Washington Avenue;

Thence Westerly along said right of way line 150 feet;

Thence Northerly at a right angle to the Northerly right of way line of Washington Avenue;

Thence Westerly along said right of way line to the Westerly line of Lot 'A' of that Short Plat recorded under Auditor's File Number 7488898, records of Yakima County, Washington;

Thence North along said Westerly line to the Northwest corner of said Lot 'A';

Thence Easterly along the North line of said Lot 'A' to the Easterly line of Parcel 2 as shown on that Record of Survey recorded under Auditor's File Number 7204531, records of Yakima County, Washington;

Thence Northerly along said Easterly line and its Northerly extension to the South line of the Plat of EAST MEAD INDUSTRIAL PARK, according to the official plat thereof recorded in Volume 'X' of Plats, page 7, records of Yakima County, Washington;

Thence Westerly along said South line to the Southwest corner of said plat;

Thence Northerly along the West line of said Plat to the Southerly right of way line of Mead Avenue;

Thence Easterly along said right of way line to the Point of Beginning;

## **City of Union Gap to the City of Yakima**

### **# 1 - 16<sup>th</sup> Avenue/Washington Avenue**

That portion of 16<sup>th</sup> Avenue right of way lying Northerly of the following described line:  
Beginning on a point on the Westerly right of way line of said 16<sup>th</sup> Avenue, said point being 880 feet Southerly of the North line of the Southwest quarter of Section 36, Township 13 North, Range 18 East, W.M., said point being coincident with the Southerly line of the existing bridge of Wide Hollow Creek;

Thence Easterly along said Southerly edge of bridge to the Easterly right of way line of South 16<sup>th</sup> Avenue and the terminus of said line;

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### **# 2 - VMB 10<sup>th</sup> Avenue to 16<sup>th</sup> Avenue**

Commencing at the intersection of the South line of the North 10 acres of Lot 44, Plat of Section 36, Township 13 North, Range 18, East, W.M., recorded in Volume "E" of Plats, Page 36, records of Yakima County, Washington and the East line of the Southwest quarter of Section 36, Township 13 North, Range 18 East, W.M.;

Thence West along said South line to the Southwesterly right of way line of Valley Mall Boulevard and the Point of Beginning;

Thence continuing West along said South line of the North 10 acres to the East line of Lot 43 of said Plat;

Thence North along said East line to the North line of the South 650.78 feet of said Lot 43 as measured perpendicular to the South line thereof;

Thence West along said North line to the Southwesterly line of Lots 3 and 4 of that Short Plat recorded under Auditor's File Number 7341353, records of Yakima County, Washington;

Thence Northwesterly along said Southwesterly line and its Northwesterly extension to the Easterly right of way line of the old alignment of South 16<sup>th</sup> Avenue as shown on Record of Survey recorded under Auditor's File Number 7937213, records of Yakima County, Washington;

Thence Westerly and Northerly along said Easterly right of way line to the Southwesterly right of way line of Valley Mall Boulevard;

Thence Southeasterly along said right of way line to the Westerly right of way line of South 16<sup>th</sup> Avenue as shown on that Record of Survey recorded under Auditor's File Number 7937213, records of Yakima County, Washington;

Thence Southerly along said right of way line to Survey Station 30+50 according to said Record of Survey;

Thence at a right angle to the Easterly right of way line of said South 16<sup>th</sup> Avenue as shown on said Record of Survey;

Thence Northerly along said Easterly right of way line to the Southwesterly right of way line of Valley Mall Boulevard;

Thence Southeasterly along said right of way line to the Point of Beginning;

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**#3 - 16<sup>th</sup> Avenue and Ahtanum Rd**

Beginning at the intersection of the Southerly right of way line of Ahtanum Road and the Westerly right of way line of South 16<sup>th</sup> Avenue;  
Thence Southerly along the Westerly right of way line of 16<sup>th</sup> Avenue to a point that is 300.00 feet South of the centerline of Ahtanum Road;  
Thence Easterly at right angles to the Easterly right of way of said 16<sup>th</sup> Avenue;  
Thence North along said right of way line to the Southerly right of way line of Ahtanum Road;  
Thence West to the Point of Beginning;  
AND TOGETHER WITH beginning at the intersection of the Southerly right of way line of Ahtanum Road and the Easterly right of way line of South 16<sup>th</sup> Avenue;  
Thence Easterly along the Southerly right of way line of Ahtanum Road to a point that is 300.00 feet East of the centerline of 16<sup>th</sup> Avenue;  
Thence North at right angles to the Northerly right of way line of said Ahtanum Road;  
Thence Westerly along said right of way line to the Easterly right of way line of 16<sup>th</sup> Avenue;  
Thence South to the Point of Beginning;

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**# 6 - Mead Avenue**

Beginning at the intersection of the centerline of Mead Avenue and the Northerly extension of the West line of the Plat of EAST MEAD INDUSTRIAL PARK, according to the official plat thereof recorded in Volume 'X' of Plats, page 7, records of Yakima County, Washington;  
Thence South along said extension to the South right of way line of Mead Avenue;  
Thence Easterly along said right of way line to the intersection of the Southerly right of way line of Mead Avenue and the Westerly right of way line of Interstate 82;  
Thence North along said right of way line of Interstate 82 to the centerline of Mead Avenue;  
Thence Westerly along said centerline to the Point of Beginning;

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**#7 - Washington Avenue**

Commencing at the intersection of the Westerly right of way line of 14<sup>th</sup> Street and the Southerly right of way line of Washington Avenue;  
Thence Westerly along the Southerly right of way line of Washington Avenue 150 feet to the Point of Beginning;  
Thence Northerly at a right angle to the Northerly right of way line of Washington Avenue;  
Thence Westerly along said right of way line to the Westerly line of Lot 'A' of that Short Plat recorded under Auditor's File Number 7488898, records of Yakima County, Washington;  
Thence South to the Southerly right of way line of Washington Avenue;  
Thence Easterly along said right of way line to the Point of Beginning;

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**City of Yakima to the City of Union Gap (revised 4-25-16)**

**#4 - VMB and 10<sup>th</sup> Avenue**

Beginning at the intersection of the South line of the North 10 acres of Lot 44, Plat of Section 36, Township 13 North, Range 18, East, W.M., recorded in Volume "E" of Plats, Page 36, records of Yakima County, Washington and the East line of the Southwest quarter of Section 36, Township 13 North, Range 18 East, W.M.;

Thence West along said South line to the Southwesterly right of way line of Valley Mall Boulevard;

Thence Southeasterly along said right of way line to the Westerly right of way line of 10<sup>th</sup> Avenue;

Thence Southerly along said Westerly right of way line to the North line of the South 810.00 feet of the Southwest quarter of the Northwest quarter of Section 1, Township 12 North, Range 18 East, W.M.;

Thence Easterly along said North line to the West line of the East 615 feet of said subdivision;

Thence North along said East line to the South line of Government Lot 4 of said Section 1;

Thence Westerly along said South line to the East line of the West 725 feet of said Lot 4;

Thence North along said East line to the South line of Section 36, Township 13 North, Range 18 East, W.M.;

Thence Easterly along said South line to the East line of the Southwest quarter of said Section 36;

Thence North along said East line to the Point of Beginning;

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**#5 - Voelker Avenue and Whatcom Street**

Beginning at the intersection of the of the centerline of Voelker Street and the Northerly right of way line of Whatcom Street;

Thence East along said right of way line to the Easterly right of way line of Voelker Avenue;

Thence Southerly along said right of way line to the South line of the North 344.00 feet of the Southeast quarter of the Northeast quarter of the Southwest quarter of said Section 31;

Thence West to the centerline of Voelker Avenue;

Thence North along said centerline to the Point of Beginning;

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**#8 - VMB and Longfibre Road**

Beginning at the intersection of the Easterly right of way line of Longfibre Road and the centerline of Valley Mall Boulevard;  
Thence North to the Northerly right of way line of Valley Mall Boulevard;  
Thence Easterly along said right of way line to the West line of the West 60.00 feet of the East 298.7 feet of the Southwest quarter of the Southwest quarter of Section 32, Township 13 North, Range 19 East, W.M.;  
Thence South to the centerline of said Valley Mall Boulevard;  
Thence West along said centerline to the Point of Beginning;

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**#9 - Old Town Road**

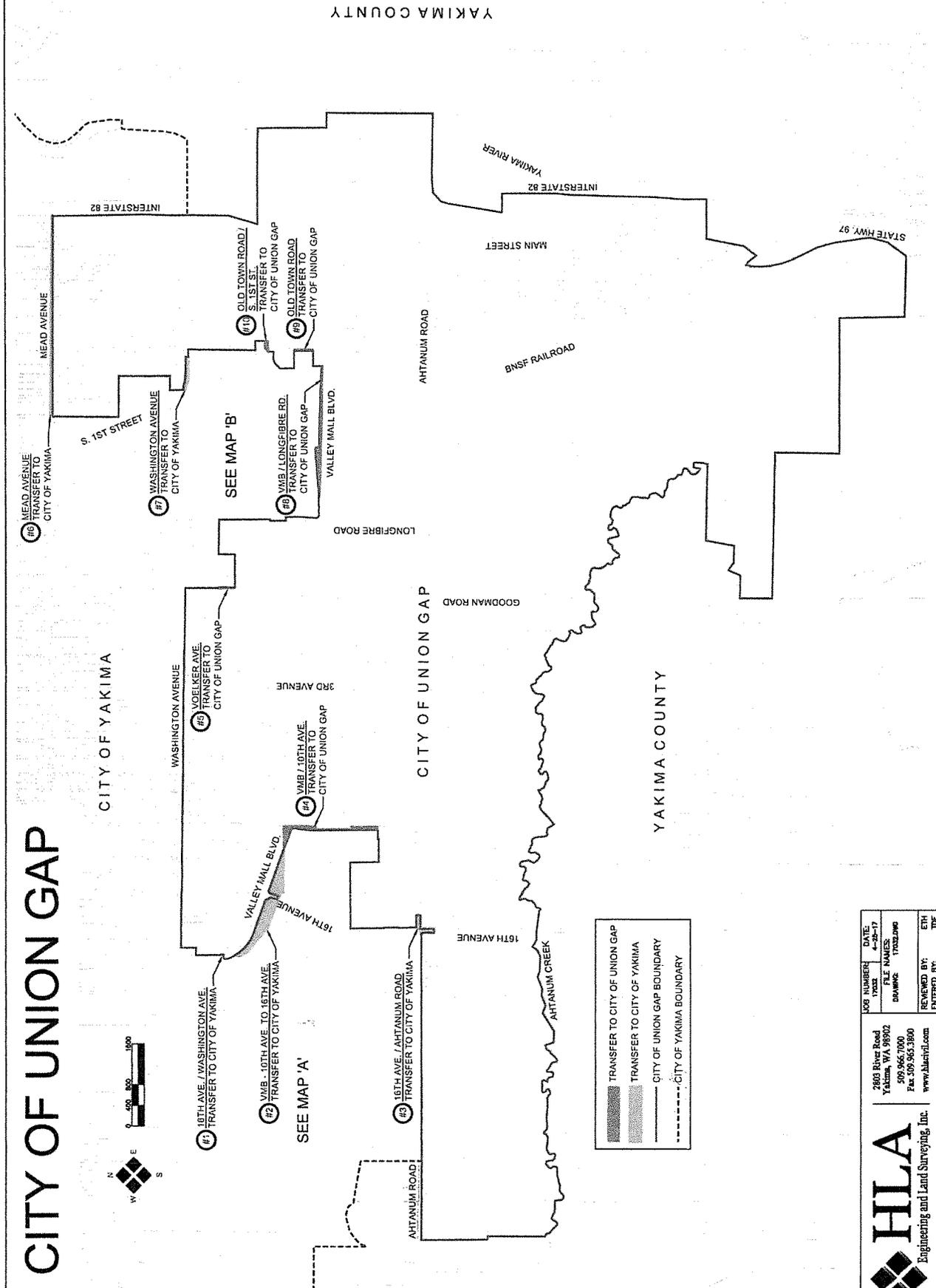
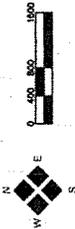
Beginning at the intersection of the North Line of the South 208.7 feet of the Southwest quarter of the Southwest quarter of Section 32, Township 13 North, Range 19 East, W.M. and the West right of way line of Old Town Road;  
Thence Northerly along said right of way line to the Southerly line of that property referenced as Exception 3 as shown on that Record of Survey recorded under Auditor's File Number 7922162, records of Yakima County, Washington;  
Thence East to the centerline of Old Town Road;  
Thence South along said East line to the North Line of the South 208.7 feet of said subdivision;  
Thence West to the Point of Beginning;

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**#10 – Old Town Road / S. 1<sup>st</sup> St.**

Beginning at the intersection of the Westerly right of way line of Old Town Road and the Southwesterly right of way line of South 1<sup>st</sup> Street;  
Thence Northeasterly at a right angle to the centerline of said South 1<sup>st</sup> Street to the Southwesterly corner of Parcel "A" as shown on that Record of Survey recorded under Auditor's File Number 7396696, records of Yakima County, Washington;  
Thence Easterly along the South line of said Parcel "A" to the Southeast Corner of said Parcel "A";  
Thence South 64 feet;  
Thence Westerly to the Point of Beginning;

# CITY OF UNION GAP



#6 MEAD AVENUE  
TRANSFER TO  
CITY OF YAKIMA

#7 WASHINGTON AVENUE  
TRANSFER TO  
CITY OF YAKIMA

#1 16TH AVE. / WASHINGTON AVE.  
TRANSFER TO CITY OF YAKIMA

#2 VMB - 10TH AVE. TO 16TH AVE.  
TRANSFER TO CITY OF YAKIMA

#3 16TH AVE. / ANTANUM ROAD  
TRANSFER TO CITY OF YAKIMA

#4 VOELKER AVE.  
TRANSFER TO  
CITY OF UNION GAP

#5 VMB / 10TH AVE.  
TRANSFER TO  
CITY OF UNION GAP

#8 VMB / LONGFIBRE RD.  
TRANSFER TO  
CITY OF UNION GAP

#9 OLD TOWN ROAD  
TRANSFER TO  
CITY OF UNION GAP

#10 OLD TOWN ROAD /  
S. 1ST ST.  
TRANSFER TO  
CITY OF UNION GAP

SEE MAP 'B'

SEE MAP 'A'

- TRANSFER TO CITY OF UNION GAP
- TRANSFER TO CITY OF YAKIMA
- CITY OF UNION GAP BOUNDARY
- CITY OF YAKIMA BOUNDARY

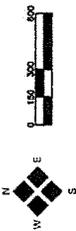
LOG NUMBER	DATE
17000	4-28-17
FILE NAMES	
DRAWING	17002.dwg
REMOVED BY:	ETH
ENTERED BY:	TOF

2803 River Road  
Yakima, WA 98902  
509.966.7000  
Fax 509.963.3800  
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# CITY OF UNION GAP

CITY OF YAKIMA



#1 16TH AVE. / WASHINGTON AVE.  
TRANSFER TO CITY OF YAKIMA

	TRANSFER TO CITY OF UNION GAP
	TRANSFER TO CITY OF YAKIMA
	CITY OF UNION GAP BOUNDARY
	CITY OF YAKIMA BOUNDARY

#2 VMB - 10TH AVE. TO 16TH AVE.  
TRANSFER TO CITY OF YAKIMA

#4 VMB / 10TH AVE.  
TRANSFER TO  
CITY OF UNION GAP

#3 16TH AVE. / AHTANUM ROAD  
TRANSFER TO CITY OF YAKIMA

AHTANUM ROAD

VALLEY MALL BLVD.

16TH AVENUE

16TH AVENUE

CITY OF UNION GAP

LOG NUMBER 17032	DATE 3-30-17
FILE NAME DRAWING	17032.DWG
REMOVED BY	ETH
ENTERED BY	TDF

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Fax 509.965.3800  
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MAP 'A'

# CITY OF UNION GAP

#6 MEAD AVENUE  
TRANSFER TO  
CITY OF YAKIMA



MEAD AVENUE

-  TRANSFER TO CITY OF UNION GAP
-  TRANSFER TO CITY OF YAKIMA
-  CITY OF UNION GAP BOUNDARY
-  CITY OF YAKIMA BOUNDARY

S. 1ST STREET

INTERSTATE 82

#7 WASHINGTON AVENUE  
TRANSFER TO  
CITY OF YAKIMA

WASHINGTON AVENUE

VOELKER AVE. #5  
TRANSFER TO  
CITY OF UNION GAP

CITY OF YAKIMA

3RD AVENUE

#8 VMB / LONGFIBRE RD.  
TRANSFER TO  
CITY OF UNION GAP

CITY OF UNION GAP

LONGFIBRE ROAD

#10 OLD TOWN ROAD /  
S. 1ST ST.  
TRANSFER TO  
CITY OF UNION GAP

#9 OLD TOWN ROAD  
TRANSFER TO  
CITY OF UNION GAP

VALLEY MALL BLVD.

JOB NUMBER	DATE
17005	4-25-17
FILE NAMES	
DRAWING	17005.DWG
REVIEWED BY:	ETH
ENTERED BY:	TBF

2800 River Road  
Yakima, WA 98902  
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MAP 'B'



## City Council Communication

**Meeting Date:** October 23, 2017  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Interlocal Agreement with City of Yakima for Maintenance, Permitting, Planning & Public Safety Services

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**SYNOPSIS:** The Cities of Union Gap & Yakima share a number of public streets that are municipal boundaries; with growth and change some of the boundaries have become problematic. Both cities agree that an entire street should be located in one jurisdiction in order to promote effective emergency response, maintenance and permitting.

**RECOMMENDATION:** Adopt a Resolution authorizing the City Manager to execute the Maintenance, Permitting, Planning & Public Safety Interlocal Agreement Between the City of Yakima and the City of Union Gap.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Interlocal Agreement
3. Boundary Maps

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

**A RESOLUTION** authorizing the City Manager to execute the Maintenance, Permitting, Planning, and Public Safety Interlocal agreement between the City of Union Gap and the City of Yakima.

**WHEREAS**, the City of Union Gap and the City of Yakima agreed to alter the cities' boundaries so that the boundaries did not run through the centerline of roadways or create partial areas of roadways or rights-of-way that were difficult to administer;

**WHEREAS**, prior to the alteration of the boundaries each jurisdiction constructed facilities such as traffic signals, street lights and utilities which remain in place after the boundary line adjustment and will need to be operated and maintained appropriately;

**WHEREAS**, there remain roadways where the properties adjacent to the roads are located in one jurisdiction and the roads themselves are located in another jurisdiction, making it difficult for residents to determine the proper permitting authority;

**WHEREAS**, it is in the best interests of both cities to enter into an Agreement to reduce confusion about which jurisdiction has maintenance, permitting, public safety and/or planning authority over portions of roadways, which will also provide better and more efficient service for the residents of each city;

**WHEREAS**, the City Council of the City of Union Gap find that it is in the best interests of the City and its residents to enter into an Interlocal Agreement with the City of Yakima, which outlines the responsibilities of each jurisdiction with regards to permitting, planning, public safety and maintenance of areas where the boundary lines changed, which is attached hereto and fully incorporated herein; now, therefore;

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

The City Manager is hereby authorized to execute the Maintenance, Permitting, Planning and Public Safety Interlocal Agreement Between the City of Union Gap and the City of Yakima which outlines the responsibilities of each jurisdiction with regards to roads and rights-of-way that were transferred as part of the boundary adjustment agreement. A copy of the Agreement is attached hereto.

**PASSED** this 23<sup>rd</sup> day of October, 2017.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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Karen Clifton, City Clerk

---

Bronson Brown, City Attorney

**MAINTENANCE, PERMITTING, PLANNING & PUBLIC SAFETY**  
**INTERLOCAL AGREEMENT**  
**BETWEEN THE CITY OF YAKIMA AND THE CITY OF UNION GAP**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Yakima (hereinafter referred to as "Yakima") and the City of Union Gap (hereinafter referred to as "Union Gap").

WHEREAS, Yakima and Union Gap are interested in entering into a Maintenance, Permitting, Planning and Public Safety Agreement, herein referred to as "Agreement," for maintenance, permitting and planning of roads that serve as boundaries between the two cities; and

WHEREAS, Yakima and Union Gap recently agreed to alter the cities' boundaries to be more consistent with effective maintenance, permitting and planning by ensuring that entire roadways were located within either Yakima or Union Gap, rather than having city limits run through the centerline or other partial areas of roadways or rights-of-way; and

WHEREAS, the city councils of both Yakima and Union Gap passed resolutions changing the boundaries of the two cities to eliminate roadway centerline boundaries; and

WHEREAS, there remain some roadways where a section of the roadway lies in Yakima and a section lies in Union Gap, as evidenced in the attached map and legal descriptions, Exhibit "A"; and

WHEREAS, there are roadways that abut properties that are in a different jurisdiction, which could create questions regarding which jurisdiction is the proper permitting, public safety or planning body; and

WHEREAS, it is in the best interests of both cities to enter into this Agreement to reduce confusion about which jurisdiction has maintenance, permitting, public safety and/or planning authorization, which will also provide better and more efficient service for the residents of each city; and

WHEREAS, it is necessary for the parties to enter into this Agreement to set forth the terms and conditions, and requirements for each party with regards to maintenance, planning and permitting; and

WHEREAS, each city council has found that it is in the best interests of their respective city and its residents to enter into this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, and requirements contained herein, the recitals above and in the documents attached and fully incorporated herein, Yakima and Union Gap agree to the following maintenance, planning and permitting items until this Agreement is terminated as set forth herein:

1. PURPOSE

The purpose of this Agreement, which is entered into in conjunction with resolutions from each city to amend its boundaries to become more logical and so that no boundaries between Yakima and Union Gap are the centerline of streets or rights-of-way, is to provide guidance to

Yakima and Union Gap, its officials and residents, as to the maintenance, permitting, planning and enforcement of code provisions on streets and rights-of-way that serve as boundaries between the two cities.

## 2. STREET AND SIDEWALK MAINTENANCE

The jurisdiction in which the street right-of-way is located will have primary responsibility for general maintenance, including, but not limited to, preserving pavement, pothole repair, crack sealing, patching, street sweeping, vegetation control, snow and ice removal and control, sidewalk maintenance and repair, storm water runoff and maintenance of storm drains and/or catch basins, and striping of pavement and crosswalks. Attached as Exhibit "A," and fully incorporated herein, is a map indicating the new boundaries of the cities of Yakima and Union Gap, as approved by their respective councils.

## 3. STREET LIGHTING

Street lighting and the cost of illumination is the responsibility of the jurisdiction in which the intersection or street is located. In the event Union Gap owns street lighting that is now located in Yakima, or vice versa, a meter will be installed, at the cost of the owner of the street light, and a bill will be provided to the jurisdiction in which the street light is located. Prompt payment should be made after invoices are received.

## 4. TRAFFIC SIGNALS

- a. This Agreement grants the jurisdiction in which a traffic signal is located, including school zone flashers and other special need equipment, regardless of ownership of the signal, the full right and authority to determine timing, displays, actuation, related signage, engineering decisions and other operation issues. The jurisdiction owning the signals and devices agrees to allow access and aid in the operational changes that are determined necessary by the jurisdiction in which the signals and devices are located.
- b. Maintenance on the traffic signals and devices shall be done by the jurisdiction owning the device. If maintenance is necessary, the jurisdiction in which the device is located will contact the jurisdiction owning the signal or device and inform them of the need for maintenance. Both jurisdictions will work together to ensure that traffic signals and devices are properly maintained and promptly fixed when necessary. The jurisdictions acknowledge the importance of traffic control devices and signals and agree that repair and maintenance on these devices and signals will prioritize repair and maintenance as if the devices or signals were within their own jurisdiction.
- c. The cost of illumination of traffic signals and devices is the responsibility of the jurisdiction in which the intersection or street is located. In the event Union Gap owns traffic signals or devices that are now located in Yakima, or vice versa, a meter will be installed, at the cost of the owner of the traffic signal or device, and a bill will be provided to the jurisdiction in which the traffic signal or device is located. Prompt payment should be made after invoices are received.

## 5. PERMITTING

- a. Permits for construction in the street right-of-way, including permits for construction traffic control, will be issued by the jurisdiction in which the street right-of-way is

located. Separate permits may need to be issued where projects cross city boundaries.

- b. Right-of-way use permits shall be issued by the jurisdiction in which the right-of-way is located. This includes permits for things including, but not limited to, walls, fences, roof overhangs and signs.
- c. Permits for driveways or curb cuts to the public street will be issued by the jurisdiction in which the street or right-of-way is located.
- d. All prior permit decisions made by either jurisdiction concerning areas that are subject to the boundary line adjustment agreement prior to the effective date of this Agreement shall be honored.

## 6. PLANNING AND FUTURE STREET IMPROVEMENTS

Planning for improvements, including upgrading crossing sections, traffic control decisions, amenities, and related decisions, shall be jointly shared between the cities where appropriate. Where segments of a street are located in each jurisdiction, planning for street improvements encompassing both jurisdictions' rights-of-way should be coordinated. Both cities commit to support and coordinate improvement projects of a shared nature, including costs, as feasible.

## 7. ENFORCEMENT

Enforcement of illegal signs, debris, vegetation or other matters that violate street and/or right-of-way use will be handled by the jurisdiction in which the street and/or right-of-way lies.

## 8. SERVICES

Wastewater and water services currently provided to properties by Union Gap or Yakima will continue to be provided by that jurisdiction. There is no transfer of water or wastewater facilities contemplated as part of this Agreement or by the boundary line changes. Utility providers shall apply for and receive permits for work within the rights-of-way from the jurisdictions in which the rights-of-way are located, including, but not limited to, work to replace and/or maintain utility lines.

## 9. INDEMNIFICATION

- a. Union Gap agrees to protect, defend, indemnify, exonerate, and hold harmless Yakima, its elected and appointed officials, agents, officers, volunteers and employees from (1) any and all claims, demands, liens, lawsuits, administrative and other proceedings, and (2) any and all judgments, awards, losses, liabilities, damages (including punitive or exemplary damages), penalties, finds, costs and expenses (including legal fees, costs and disbursements) for, arising out of, or related to any actual or alleged death, injury, damage, or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default, or omission (whether intentional, reckless, willful, negligent, inadvertent or otherwise) resulting from, arising out of, or related to Union Gap's provision of services, work, materials, activities or obligations pursuant to this Agreement. Union Gap further agrees that it specifically and expressly waives its immunity under industrial insurance, Title 51 RCW, or immunity under any other provision of law to the extent of the obligations assumed to the parties protected hereunder. Such waiver has been mutually negotiated by Union Gap and Yakima.

- b. Yakima agrees to protect, defend, indemnify, exonerate, and hold harmless Union Gap, its elected and appointed officials, agents, officers, volunteers and employees from (1) any and all claims, demands, liens, lawsuits, administrative and other proceedings, and (2) any and all judgments, awards, losses, liabilities, damages (including punitive or exemplary damages), penalties, finds, costs and expenses (including legal fees, costs and disbursements) for, arising out of, or related to any actual or alleged death, injury, damage, or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default, or omission (whether intentional, reckless, willful, negligent, inadvertent or otherwise) resulting from, arising out of, or related to Yakima's provision of services, work, materials, activities or obligations pursuant to this Agreement. Yakima further agrees that it specifically and expressly waives its immunity under industrial insurance, Title 51 RCW, or immunity under any other provision of law to the extent of the obligations assumed to the parties protected hereunder. Such waiver has been mutually negotiated by Yakima and Union Gap.
- c. Nothing contained in this section shall be construed to vest a right of defense and/or indemnification in any third party.
- d. The provisions of this section shall survive the termination or expiration of this Agreement.

10. ADDITIONAL ENTITIES, BUDGETS OR ACQUISITION OF PROPERTY

- a. No separate legal or administrative entity is created by this Agreement.
- b. No joint organization or entity is created by this Agreement.
- c. No common budget is to be established by this Agreement.
- d. No personal or real property is to be jointly acquired under the terms and conditions of this Agreement.
- e. Each party shall be responsible for its own finances and for its own personal and real property.

11. TERMINATION

This Agreement may be unilaterally terminated by either party after thirty (30) days' notice in writing. During the thirty day period, the parties shall determine a permanent resolution regarding how to address issues that arise in the future regarding the matters in this Agreement.

12. NOTICES

All required notices to be given under this Agreement shall be mailed via certified mail, return receipt requested, or personally served on the parties as follows:

TO YAKIMA:

TO UNION GAP:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

13. AGREEMENT ADMINISTRATORS

For purposes of administering this Agreement and otherwise jointly cooperating as set forth herein, the Administrators of this Agreement are the Public Works Director for the City of Yakima, and the Public Works Director for the City of Union Gap.

14. VENUE AND GOVERNING LAW

The venue of any lawsuit brought pursuant to the terms and conditions of this Agreement shall be filed in Yakima County Superior Court. The governing laws shall be the laws of the State of Washington. In the event of a lawsuit, each party shall pay all its own attorneys' fees, costs and expenses. The parties shall strive to resolve any dispute that may arise through mutual cooperation and negotiation in good faith. If the dispute is not resolved through negotiation, the parties may consider mediation or another form of dispute resolution, but only where mutually agreed to in writing.

15. COMPLETE AGREEMENT

This Agreement sets forth all of the terms, conditions and agreements of the parties relative to the subject matter hereof and supersedes any and all former agreements, including oral representations, which are hereby declared terminated and of no further force or effect. There are no terms, conditions or agreements except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by both parties. This Agreement shall be recorded with the Yakima County Auditor's Office, the cost of which shall be split evenly between the two parties. In addition, both parties shall make this Agreement available on their respective websites.

16. ASSIGNMENT

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by either party to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning party, as stated herein.

17. THIRD PARTIES

Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any right or benefit, whether directly or indirectly, to third persons.

18. SEVERABILITY

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

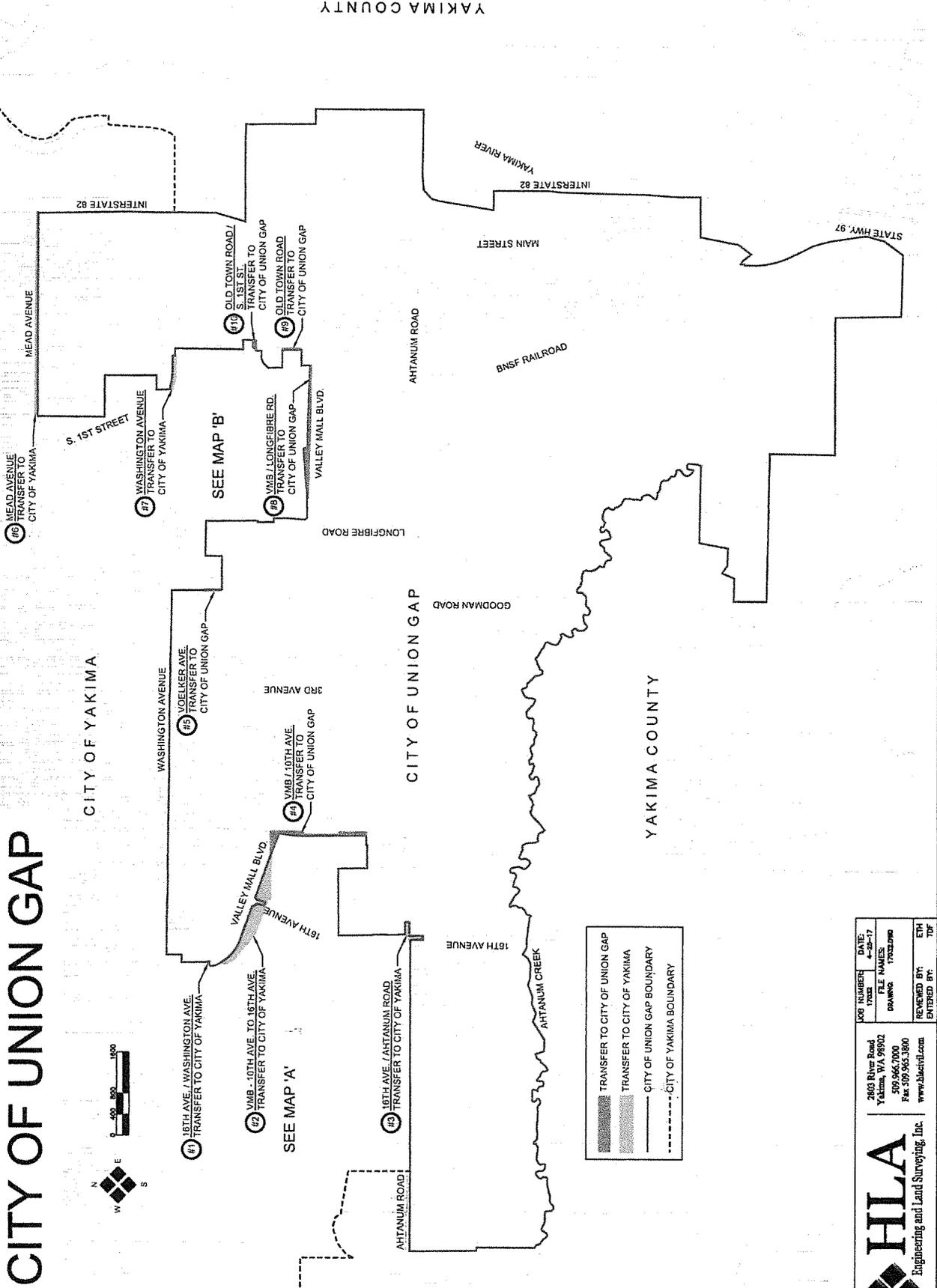
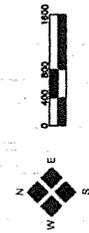
19. WAIVER

A waiver by either party hereto of a breach of the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist on strict performance of any agreement or condition of this Agreement, or to exercise any right herein given in any one or





# CITY OF UNION GAP

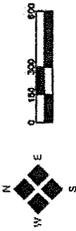


**HLA**  
Engineering and Land Surveying, Inc.

2603 River Road  
Yakima, WA 98902  
509.966.7000  
Fax 509.963.9800  
www.blmcrd.com

JOB NUMBER	DATE
17000	4-25-17
FILE NAMES	DRAWING
170000	170000
REMOVED BY:	ENT
ENTERED BY:	TDF

# CITY OF UNION GAP



**#1** 16TH AVE. / WASHINGTON AVE.  
TRANSFER TO CITY OF YAKIMA

	TRANSFER TO CITY OF UNION GAP
	TRANSFER TO CITY OF YAKIMA
	CITY OF UNION GAP BOUNDARY
	CITY OF YAKIMA BOUNDARY

**#2** VMB - 10TH AVE. TO 16TH AVE.  
TRANSFER TO CITY OF YAKIMA

**#4** VMB / 10TH AVE.  
TRANSFER TO  
CITY OF UNION GAP

**#3** 16TH AVE. / AHTANUM ROAD  
TRANSFER TO CITY OF YAKIMA

AHTANUM ROAD

CITY OF YAKIMA

CITY OF UNION GAP

VALLEY MALL BLVD.

16TH AVENUE

16TH AVENUE

LOG NUMBER 17028	DATE 3-30-17
FILE NAME DRAWING	170328
REVIEWED BY ENTERED BY:	ETH TDF

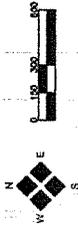
2803 River Road  
Yakima, WA 98902  
509.946.7000  
Fax 509.946.3800  
www.hla.com

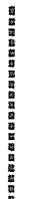


MAP 'A'

# CITY OF UNION GAP

#6 MEAD AVENUE  
TRANSFER TO  
CITY OF YAKIMA



	TRANSFER TO CITY OF UNION GAP
	TRANSFER TO CITY OF YAKIMA
	CITY OF UNION GAP BOUNDARY
	CITY OF YAKIMA BOUNDARY

MEAD AVENUE

S. 1ST STREET

INTERSTATE 82

#7 WASHINGTON AVENUE  
TRANSFER TO  
CITY OF YAKIMA

WASHINGTON AVENUE

VOELKER AVE. #5  
TRANSFER TO  
CITY OF UNION GAP

CITY OF YAKIMA

3RD AVENUE

CITY OF UNION GAP

#8 VMB / LONGFIBRE RD.  
TRANSFER TO  
CITY OF UNION GAP

LONGFIBRE ROAD

#10 OLD TOWN ROAD /  
S. 1ST ST.  
TRANSFER TO  
CITY OF UNION GAP

#9 OLD TOWN ROAD  
TRANSFER TO  
CITY OF UNION GAP

VALLEY MALL BLVD.

JOB NUMBER 17033	DATE 4-25-17
DRAWING 17033DWG	FILE NAMES
REVIEWED BY:	ETH
ENTENDED BY:	TDF

2803 River Road  
Yakima, WA 98902  
509.965.7000  
Fax 509.965.3800  
www.hlaenv.com



MAP 'B'



## City Council Communication

**Meeting Date:** October 23, 2017  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Declare Project Complete and Approve Acceptance – Rose Street Improvements and Columbia Valley Fruit Fire Line Extension Project.

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**SYNOPSIS:** In February 2017, Columbia Valley Fruit (CVF) filed a *Notice of Application for Environmental Review (SEPA)*. The Mitigated Determination of Non-Significance (MDNS) included conditions of approval, water line extensions for fire protection and Rose Street Improvements for site access.

CVF and Mountain States Construction have completed satisfactorily the above improvements and are now ready for final acceptance as complete.

**RECOMMENDATION:** Adopt a resolution declaring Columbia Valley Fruit Infrastructure Improvement Project complete and approve acceptance.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

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

A **RESOLUTION** authorizing final acceptance and authorizing close-out to the City's contract agreement related to the Rose Street Improvements Project.

**WHEREAS**, Mountain States Construction entered into a Construction Contract Agreement with the City of Union Gap for the Rose Street Improvements Project;

**WHEREAS**, all additions and changes to the City's infrastructure have been completed satisfactorily and City Staff is recommending the project is now ready for final acceptance;

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

The work performed by Mountain States Construction has been completed satisfactorily and is hereby accepted as final and completed to the City's satisfaction.

**PASSED** this 23<sup>rd</sup> day of October, 2017.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Bronson Brown, City Attorney



## City Council Communication

**Meeting Date:** October 23, 2017  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Amendment to Recreation and Conservation Office Funding Board Project Agreement

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**SYNOPSIS:** This amendment to the grant agreement between the City and the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO) is for an extension to the expiration date.

The amendment extends the expiration date from October 31, 2017 to October 31, 2018. The primary recreation provided by this grant is for youth soccer.

*The RCO Funding Board Project Agreement Amendment will be provided at the meeting.*

**RECOMMENDATION:** Adopt a resolution authorizing the City Manager to sign an amendment to the Funding Board Project Agreement #15-1330D with the Recreation and Conservation Funding Board (RCFB) and the Recreation and Conservation Office (RCO) of the State of Washington for the purpose of extending the expiration date.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution

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

A **RESOLUTION** authorizing the City Manager to sign an amendment to the Funding Board Project Agreement with the Recreation and Conservation Funding Board (RCFB) and the Recreation and Conservation Office (RCO) of the State of Washington for a grant to fund improvements to the Ahtanum Youth Activities Park.

**WHEREAS**, the City has been awarded a RCO grant from the State of Washington to fund improvements to the Ahtanum Youth Activities Park to improve the facilities for youth soccer; and

**WHEREAS**, the purpose of the grant is to expand the use at the Ahtanum Youth Activities Park by increasing recreation opportunities; and

**WHEREAS**, the improvements to the Ahtanum Youth Park will include among other things converting 4.1 acres of practice field into three soccer fields, installing an artificial turf field, and making improvements to parking and the entrance to the park; and

**WHEREAS**, the City requires additional time to complete all improvements and is requesting an extension to the expiration date from October 31, 2017 to October 31, 2018;

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

That the City Manager is authorized to sign an amendment to the Funding Board Project Agreement with the State of Washington to fund improvements to the Ahtanum Youth Park for the purpose of extending the expiration date from October 31, 2017 to October 31, 2018.

**PASSED** this 23<sup>rd</sup> day of October, 2017

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Bronson Brown, City Attorney

# CONSENT AGENDA

**UNION GAP CITY COUNCIL SPECIAL MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
**Union Gap, Washington**  
**October 9, 2017 Regular Meeting**  
**MINUTES**

<u>Call to Order</u>	Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Lenz, Carney, Matson and Schilling were present. Council Member Olson attended telephonically.
<u>Staff Present</u>	City Manager Fisher, City Attorney Bronson, Finance & Administration Director Clifton, Civil Engineer Dominguez and Deputy Clerk Treasurer Bisconer.
<u>Audience Present</u>	See attached list.
<u>Consent Agenda</u>	<p>Motion by Council Member Matson, second by Council Member Carney to approve the consent agenda as follows:</p> <p>Regular Council Meeting Minutes, dated September 25, 2017, as attached to the Agenda and maintained in electronic format.</p> <p>Claims Vouchers – EFT’s and Voucher Nos. 95642 through 95747 for October 9, 2017, in the amount of \$1,051,055.82.</p> <p>Petty Cash Vouchers – Check Nos. 1869 through 1874 for the month of August, in the amount of \$1,167.65</p> <p>Advance Travel Vouchers – Check Nos. 1265 through 1269 for the month of August 2017, in the amount of \$423.83.</p> <p>Motion carried unanimously.</p>
<u>Items from the Audience</u>	Floyd Wilson of Sunnyside inquired about a required Insurance for participating in parades. Mayor Wentz explained that further research has been done and the \$1,000,000.00 Insurance requirement will pertain to non-City sponsored events.
<u>General Items</u>	
<u>Presentation</u>	
Christina Wickenhagen, YVCOG Deputy Director – 2018 Member Services	Yakima Valley Conference of Governments Deputy Director, Christina Wickenhagen presented information regarding Ala Carte Service Options for 2018 and gave an overview of services.
<u>Public Hearing</u>	

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – October 9, 2017*

2018 Ad Valorem Property Taxes and Revenue Sources At 6:07 p.m. Mayor Wentz opened a Public Hearing to consider oral and written comments regarding the property taxes and other revenue sources for the 2018 budget. Finance and Administration Director Clifton gave an overview. Helen Canatsey, Fred Thompson and Donald Thaxton spoke against the 1% Increase. Mayor Wentz closed the public hearing at 6:21 p.m.

Water Use Efficiency Goals 2017 – 2027 At 6:21 p.m. Mayor Wentz opened a Public Hearing to consider oral and written comments regarding Water Use Efficiency Goals for 2017 – 2027. Civil Engineer Dominguez introduced Ryan Young with HLA Engineering and Land Surveying Inc. who gave an overview of the required Water Use Efficiency Goals and answered questions of Council and members of the audience. Mayor Wentz closed the public hearing at 6:37 p.m.

Finance & Administration

Ordinance No. – 2931 – 2018 Ad Valorem Property Tax Levy Motion by Council Member Lenz, second by Council Member Carney to adopt Ordinance No. 2931 fixing the estimated amount of ad valorem taxes to be levied to meet the financial requirements of the City of Union Gap, Washington for the year 2018 without 1% increase. Motion carried unanimously.

Ordinance No. – 2932 – Amendment of UGMC 4.42 – Parade and Special Events Permits Motion by Council Member Carney, second by Council Member Olson to adopt Ordinance No. 2932 amending Chapter 4.42.050 of the Union Gap Municipal Code relating to special events/parade permits. Voting on the motion, Ayes – Lenz, Carney, Olson, Schilling and Wentz; Nays – Matson. Motion passes.

Public Works & Community Development

Resolution No. – 17-47 – Adopt the City’s Water Use Efficiency Goals 2017 – 2027 Motion by Council Member Olson, second by Council Member Carney to adopt Resolution No. 17-47 adopting the Water Use Efficiency (WUE) program goals. Voting on the motion, Ayes – Lenz, Carney, Olson, Schilling and Wentz; Nays – Matson. Motion passes.

City Manager

Resolution No. – 17-48 - Appointment of Municipal Court Judges Motion by Council Member Matson, second by Council Member Lenz to approve Resolution No. 17-47 appointing Judges to serve as Municipal Court Judges for the City of Union Gap Municipal Court. Motion carried unanimously.

Excuse Council Members

Motion by Council Member Lenz, second by Council Member Olson to

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – October 9, 2017*

excuse Council Member Butler. Motion carried unanimously.

Items from the Audience

Helen Canatsey inquired about including the Library and Senior Citizen Center in the City Civic Center. Mayor Wentz and City Manager Fisher both addressed the question and suggested that Mrs. Canatsey attend the next committee meeting.

City Manager Report

City Manager Fisher stated that we had received two Public Defense Grants of \$40,000.00 each for 2018 and 2019, thanked Chief Cobb for a great job obtaining the Grants, and that Finance Technician Teresa Lopez would be managing it; Attended Operation Harvest with Rotary; The City of Yakima unanimously approved the boundary line adjustments as well as the maintenance agreement on October 3<sup>rd</sup> and she will bring it before Council October 23<sup>rd</sup>; Next week she and Chief Cobb hope to present the Fire Department contract; 545 people received free to the fair per Eric Patrick; Hosted the Central Washington City Managers meeting at WSDOT October 6, 2017, and part of the presentation included the Union Gap Beltway that is currently on the project list; AWC regional meeting reminder; Thanked Civil Engineer for attending the Council meeting in Director Henne's absence; Introduced Chief Stewart who introduced Deputy Chief Patrick Reed.

Communications/Questions/Comments

None.

Development of Next Agenda

Proclamation for Breast Cancer Awareness.

Recess to 30 – Minutes executive session

At 6:58 p.m. Mayor Wentz announced a recess to 15 Minutes executive Session after allowing two minutes to clear the room, to discuss litigation, pursuant to RCW 42.30.110(I). The Council may be taking action afterward. Mayor Wentz, Council Members, City Manager Fisher, City Attorney Brown, Finance and Administration Director attended.

Adjournment of Meeting

Mayor Wentz reconvened and adjourned the October 9, 2017 Regular Council Meeting at 7:15 p.m.

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Arlene Fisher-Maurer, City Manager

ATTEST:

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Karen Clifton, City Clerk





## City Council Communication

**Meeting Date:** October 23, 2017  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Payroll Vouchers – October 23, 2017

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**SYNOPSIS:** Payroll Vouchers Dated October 23, 2017

**RECOMMENDATION:** Request Council to approve EFTs and Voucher No. 41613 through 41615 and 95749 through 95761 in the amount of \$412,189.41.

**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  
MCAG #: 0853

01/01/2017 To: 10/31/2017

Time: 09:49:07 Date: 10/09/2017

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5334	09/11/2017	Payroll	2	EFT	SHAWN R JAMES	45.09	August Correction
5335	09/11/2017	Payroll	2	EFT	HECTOR A RIVERA	508.74	August Correction
5336	09/11/2017	Payroll	2	EFT	INTERNAL REVENUE SERVICE	238.05	941 Deposit for Pay Cycle(s) 09/11/2017 - 09/11/2017
5428	09/19/2017	Payroll	2	EFT	JESSE A WALRUFF	191.18	August Correction
5429	09/19/2017	Payroll	2	EFT	INTERNAL REVENUE SERVICE	34.42	941 Deposit for Pay Cycle(s) 09/19/2017 - 09/19/2017
5806	10/10/2017	Payroll	2	EFT	TERRI L BERTELSEN	2,582.98	September Payroll
5807	10/10/2017	Payroll	2	EFT	LYNETTE BISCONER	3,606.33	September Payroll
5808	10/10/2017	Payroll	2	EFT	RYAN BONSEN	4,405.60	September Payroll
5809	10/10/2017	Payroll	2	EFT	JABAN R BROWNELL	5,375.60	September Payroll
5810	10/10/2017	Payroll	2	EFT	CRAIG G BUNTING	3,801.66	September Payroll
5811	10/10/2017	Payroll	2	EFT	DAVID D BUTLER	540.59	September Payroll
5812	10/10/2017	Payroll	2	EFT	MARK CARNEY	552.64	September Payroll
5813	10/10/2017	Payroll	2	EFT	JASON G CAVANAUGH	3,287.64	September Payroll
5814	10/10/2017	Payroll	2	EFT	CHRISTOPHER J CLARK	3,550.68	September Payroll
5815	10/10/2017	Payroll	2	EFT	KAREN CLIFTON	4,650.20	September Payroll
5816	10/10/2017	Payroll	2	EFT	GREGORY COBB	5,412.02	September Payroll
5817	10/10/2017	Payroll	2	EFT	CHRIS DAHL	3,421.82	September Payroll
5818	10/10/2017	Payroll	2	EFT	ERICK MICHAEL DELP	5,921.68	September Payroll
5819	10/10/2017	Payroll	2	EFT	DAVID DOMINGUEZ	1,364.03	September Payroll
5820	10/10/2017	Payroll	2	EFT	DAMON A DUNSMORE	3,834.61	September Payroll
5821	10/10/2017	Payroll	2	EFT	ARLENE F FISHER-MAURER	7,758.45	September Payroll
5822	10/10/2017	Payroll	2	EFT	DENNIS HENNE	4,631.22	September Payroll
5823	10/10/2017	Payroll	2	EFT	ROBERT M HENNESSY	3,022.23	September Payroll
5824	10/10/2017	Payroll	2	EFT	JEROD B HILL	2,638.93	September Payroll
5825	10/10/2017	Payroll	2	EFT	JARED S HUNT	3,420.85	September Payroll
5826	10/10/2017	Payroll	2	EFT	SHAWN R JAMES	3,845.15	September Payroll
5827	10/10/2017	Payroll	2	EFT	RUDY M JIMENEZ	3,700.03	September Payroll
5828	10/10/2017	Payroll	2	EFT	CHASE KELLOGG	3,916.13	September Payroll
5830	10/10/2017	Payroll	2	EFT	CHAD E LENZ	550.64	September Payroll
5831	10/10/2017	Payroll	2	EFT	ALBA L LEVESQUE	3,788.65	September Payroll
5832	10/10/2017	Payroll	2	EFT	JO LINDER	2,644.20	September Payroll
5833	10/10/2017	Payroll	2	EFT	TERESA LOPEZ	2,518.98	September Payroll
5834	10/10/2017	Payroll	2	EFT	DAVID W MATSON	552.64	September Payroll
5835	10/10/2017	Payroll	2	EFT	STACE J MCKINLEY	4,326.07	September Payroll
5836	10/10/2017	Payroll	2	EFT	ROBERT MCRAE	3,576.39	September Payroll
5837	10/10/2017	Payroll	2	EFT	CAROL ANN MONTGOMERY	1,759.14	September Payroll
5838	10/10/2017	Payroll	2	EFT	CASEY M MOORE	2,215.70	September Payroll
5839	10/10/2017	Payroll	2	EFT	SERGIO E OCHOA	3,482.12	September Payroll
5840	10/10/2017	Payroll	2	EFT	DAN C OLSON	552.64	September Payroll
5841	10/10/2017	Payroll	2	EFT	RONALD PHILLIPS	3,840.64	September Payroll
5842	10/10/2017	Payroll	2	EFT	AMBER E RADKE	2,698.61	September Payroll
5843	10/10/2017	Payroll	2	EFT	HECTOR A RIVERA	4,929.21	September Payroll
5844	10/10/2017	Payroll	2	EFT	PAUL K SANDERS	4,165.51	September Payroll
5845	10/10/2017	Payroll	2	EFT	CURTIS J SANTUCCI	4,080.26	September Payroll
5846	10/10/2017	Payroll	2	EFT	KURT W SCHELHAMMER	2,734.29	September Payroll
5847	10/10/2017	Payroll	2	EFT	JULIE SCHILLING	550.64	September Payroll
5848	10/10/2017	Payroll	2	EFT	MICHAEL STILLWAUGH	4,826.58	September Payroll
5849	10/10/2017	Payroll	2	EFT	RAYMOND V SUAREZ	3,342.76	September Payroll
5851	10/10/2017	Payroll	2	EFT	AMANDA L TOWLE	3,453.40	September Payroll
5852	10/10/2017	Payroll	2	EFT	ERIC B TURLEY	4,606.80	September Payroll
5853	10/10/2017	Payroll	2	EFT	JENNY V VALLE	2,618.75	September Payroll
5854	10/10/2017	Payroll	2	EFT	JOSEPH VANICEK	4,249.57	September Payroll
5855	10/10/2017	Payroll	2	EFT	JESSE A WALRUFF	3,268.92	September Payroll
5856	10/10/2017	Payroll	2	EFT	GLORIA A WALTMAN	2,547.45	September Payroll
5857	10/10/2017	Payroll	2	EFT	TERRYL D WAY	5,503.53	September Payroll
5859	10/10/2017	Payroll	2	EFT	ROGER E WENTZ	509.84	September Payroll

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5860	10/10/2017	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	79,296.52	LEOFF 1 RETIREE MEDICAL BENEFITS - 09/2017; Pay Cycle(s) 10/01/2017 To 10/31/2017 - Medical
5861	10/10/2017	Payroll	2	EFT	INTERNAL REVENUE SERVICE	70,060.84	941 Deposit for Pay Cycle(s) 10/01/2017 - 10/31/2017
5862	10/10/2017	Payroll	2	EFT	WA STATE DEPT OF L&I	26,616.10	3RD Quarter 07/01/2017 - 09/30/2017
5863	10/10/2017	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	146.00	Pay Cycle(s) 10/01/2017 To 10/31/2017 - WSDCS
5864	10/10/2017	Payroll	2	EFT	WA STATE DRS - DCP	140.00	Pay Cycle(s) 10/01/2017 To 10/31/2017 - DRS - DCP
5865	10/10/2017	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	17,306.76	Pay Cycle(s) 09/11/2017 To 09/30/2017 - LEOFF II; Pay Cycle(s) 10/01/2017 To 10/31/2017 - LEOFF II
5866	10/10/2017	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	24,470.39	Pay Cycle(s) 09/11/2017 To 09/30/2017 - PERS II; Pay Cycle(s) 10/01/2017 To 10/31/2017 - PERS II; Pay Cycle(s) 10/01/2017 To 10/31/2017 - PERS III
5829	10/10/2017	Payroll	2	41613	MARILYNNE L KENDRICK	211.40	September Payroll
5850	10/10/2017	Payroll	2	41614	ROSA M SUAREZ	201.57	September Payroll
5858	10/10/2017	Payroll	2	41615	TONI A WEBB	147.49	September Payroll
5867	10/10/2017	Payroll	2	95749	AFLAC	326.90	Pay Cycle(s) 10/01/2017 To 10/31/2017 - AFLAC; Pay Cycle(s) 10/01/2017 To 10/31/2017 - AFLAC Pre Tax
5868	10/10/2017	Payroll	2	95750	EMPLOYEE FUND	66.00	Pay Cycle(s) 10/01/2017 To 10/31/2017 - Employee Fund
5869	10/10/2017	Payroll	2	95751	ICMA RETIREMENT TRUST#302189	11,423.65	Pay Cycle(s) 09/11/2017 To 09/30/2017 - ICMA Retirement Trust; Pay Cycle(s) 10/01/2017 To 10/31/2017 - ICMA Retirement Trust
5870	10/10/2017	Payroll	2	95752	ICMA RETIREMENT TRUST	1,938.87	Pay Cycle(s) 10/01/2017 To 10/31/2017 - ICMA MNGT
5871	10/10/2017	Payroll	2	95753	TEAMSTERS LOCAL 760	567.00	Pay Cycle(s) 10/01/2017 To 10/31/2017 - Teamsters Dues
5872	10/10/2017	Payroll	2	95754	UNION GAP POLICE OFFICERS ASSN	1,200.00	Pay Cycle(s) 10/01/2017 To 10/31/2017 - UGPOA Dues
5873	10/10/2017	Payroll	2	95755	UNITED WAY OF YAKIMA CNTY	10.00	Pay Cycle(s) 10/01/2017 To 10/31/2017 - United Way
5874	10/10/2017	Payroll	2	95756	USABLE LIFE	83.60	Pay Cycle(s) 10/01/2017 To 10/31/2017 - USable Life
5875	10/10/2017	Payroll	2	95757	WA STATE COUNCIL OF CNTY	643.80	Pay Cycle(s) 10/01/2017 To 10/31/2017 - AFCSME Dues
5876	10/10/2017	Payroll	2	95758	WA STATE COUNCIL OF	150.00	Pay Cycle(s) 10/01/2017 To 10/31/2017 - WSCOPO Dues
5877	10/10/2017	Payroll	2	95759	WESTERN CONFERENCE OF	1,386.64	Pay Cycle(s) 10/01/2017 To 10/31/2017 - Teamster's Pension
5878	10/10/2017	Payroll	2	95760	WESTERN STATES POLICE MEDICAL TRUST	1,045.84	Pay Cycle(s) 10/01/2017 To 10/31/2017 - WSPMT
5879	10/10/2017	Payroll	2	95761	WSCCCE TRUST	4,597.56	Pay Cycle(s) 10/01/2017 To 10/31/2017 - WSCCE

001 Current Expense Fund

312,232.39

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	101 Street Fund				36,830.00	
	128 Transit System Fund				3,943.18	
	130 Community Policing Fund				2.71	
	132 Community Events Fund				310.76	
	401 Water Fund				31,445.41	
	402 Garbage Fund				865.91	
	403 Sewer Fund				26,559.05	
					<u>412,189.41</u>	
					412,189.41	Payroll: 412,189.41



## City Council Communication

**Meeting Date:** October 23, 2017  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers – October 23, 2017

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**SYNOPSIS:** Claim Vouchers Dated October 23, 2017

**RECOMMENDATION:** Request Council to approve EFTs and Voucher No. 95748 and Voucher Nos. 95762 through 95867 in the amount of \$1,306,169.83.

**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

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5911	10/06/2017	Claims	2	EFT	US BANK - CHECKING	22.00	INV MAINT FEE - 09/2017
5922	10/09/2017	Claims	2	EFT	WA STATE DEPT OF REVENUE	18,014.07	EXCISE TAX - 08/2017
5943	10/11/2017	Claims	2	EFT	WA STATE DEPT OF REVENUE	256.80	LEASEHOLD EXCISE TAX - 3RD QTR 2017
5991	09/30/2017	Claims	2	EFT	WA STATE DEPT OF L&I	169.84	QUARTERLY TAX - 3RD QUARTER - 2017
6013	10/23/2017	Claims	2	EFT	US BANK CARDMEMBER SVC	7,391.71	#9627 VEHICLE LICENSING; AWC REGIONAL MEETINGS - AF; RW; JS; DM; NFPA 70: NATIONAL ELECTRIC CODE (NEC), 2014 EDITION; 2015 INTERNATIONAL PLUMBING CODE & TAB COMBO; FD LUNCH MEETING; YVLEA MEETING; MIC
6021	10/23/2017	Claims	2	EFT	WA STATE DEPT OF REVENUE	12,979.08	EXCISE TAX - 09/2017
6038	10/23/2017	Claims	2	EFT	CENTURY LINK	112.95	FD FAX-10/11/2017-11/11/2017; CH FAX-10/11/17-11/11/17
6039	10/23/2017	Claims	2	EFT	OFFICE DEPOT-CITY HALL	76.55	WIRELESS MOUSE, FRSHNER, BINDER CLIPS, EXPANIDN FOLDER, POST IT & PENS
6040	10/23/2017	Claims	2	EFT	OFFICE DEPOT-PD	114.13	PAPER; CANNED AIR/CLIPBOARDS/PENS
6041	10/23/2017	Claims	2	EFT	WELLS FARGO VENDOR FIN SERV	535.88	TASKALFA 6052CI-10/21/17-11/20/2017
5802	10/04/2017	Claims	2	95748	MARY LOPEZ	139.10	CLAIM FOR DAMAGES
5914	10/09/2017	Claims	2	95762	KIMA TV	500.00	2017 OLD TOWN DAYS TV AD
5915	10/09/2017	Claims	2	95763	MEDSTAR CABULANCE, INC.	74,863.68	DIAL A RIDE/FIXED ROUTE-9/2017
6007	10/16/2017	Claims	2	95764	MH CONSTRUCTION	89,697.00	CITY CIVIC CAMPUS CONSTRUCTION#1
6008	10/16/2017	Claims	2	95765	MH CONSTRUCTION	222,799.10	CITY CIVIC CAMPUS CONSTRUCTION#2
6042	10/23/2017	Claims	2	95766	A WORKSAFE SERVICE, INC	55.00	POST ACCIDENT DRUG TEST; STILLWAUGH
6043	10/23/2017	Claims	2	95767	ADVANCED TRAVEL EXP. FUND	84.53	REIMBURES #1273
6044	10/23/2017	Claims	2	95768	AMB TOOLS & EQUIPMENT	466.29	CORDLESS IMPACT WRENCH KIT 1/2" DR SHALLOW IMPACT SKT SET
6045	10/23/2017	Claims	2	95769	ANDERSON ROCK & DEMOLITION PITS	172.64	DEMO; STREETS
6046	10/23/2017	Claims	2	95770	ARC ARCHITECTS INC	15,403.68	UG CIVIC CENTER; AUGUST 26, 2017 THRU SEPTEMBER 25, 2017
6047	10/23/2017	Claims	2	95771	ATLAS STAFFING INC	1,755.60	SEASONAL PARKS WK ENDING-10/01/2017; SEASONAL PARKS WK ENDING-10/08/2017
6048	10/23/2017	Claims	2	95772	AXON ENTERPRISE, INC.	308.13	BATTERY PACKS
6049	10/23/2017	Claims	2	95773	CYNTHIA BAEZA TORRES	97.30	Refund Utility Deposit

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6050	10/23/2017	Claims	2	95774	BEST WESTERN PLUS AHTANUM INN	375.00	GUEST DIRECTORY & DIGITAL AD; GUEST DIRECTORY & DIGITAL LOBBY AD
6051	10/23/2017	Claims	2	95775	BRANOM INSTRUMENT CO	1,172.89	SEWER TRUCK SVC CALL
6052	10/23/2017	Claims	2	95776	WILLIAM BROWN	76.96	OVERPAYMENT REFUND
6053	10/23/2017	Claims	2	95777	BURROWS TRACTOR COMPANY	989.48	HYD OIL, SPRING, EQUIPMENT REPAIR
6054	10/23/2017	Claims	2	95778	BUSTOS MEDIA	490.00	UNION GAP TRANSIT RADIO AD'S-9/2017
6055	10/23/2017	Claims	2	95779	CANON SOLUTIONS AMERICA	286.13	COPIER MAINTENANCE SEPT 2017
6056	10/23/2017	Claims	2	95780	CAREY MOTORS	728.24	LOF/TIRE ROTATION VEH 1; LOF/REPLACE ROTOR/BREAK LINE/REPLACE WIPERS VEH 11; REPLACE WHEEL ASSEMBLY VEH 3
6057	10/23/2017	Claims	2	95781	CASCADE ANALYTICAL INC	1,531.62	WA & WW SAMPLING
6058	10/23/2017	Claims	2	95782	CASCADE NATURAL GAS CORP	163.11	44010 MAIN ST & 4401-09/06/17-10/04/2017; CH/FD-09/06/2017-10/04/2017; NATURAL GAS SEPT 2017
6059	10/23/2017	Claims	2	95783	CENTRAL PRE-MIX CONCRETE	699.41	CAHALAN SKATE PARK
6060	10/23/2017	Claims	2	95784	CENTRAL WA AG MUSEUM	710.00	AG MUSEUM COORDINATOR-5/2017; AG MUSEUM COORDINATORS-9/2017
6061	10/23/2017	Claims	2	95785	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKET & SALES-10/2017
6062	10/23/2017	Claims	2	95786	CENTURY LINK - LD	17.42	CH LONG DISTANCE-09/04/2017-10/03/2 017
6063	10/23/2017	Claims	2	95787	CENTURY MANUFACTURING CORP	551.31	SEWER & LIFT STATION DEGREASER
6064	10/23/2017	Claims	2	95788	CINTAS CORP #605	279.38	MAT MOP SVC SR CENTER CH
6065	10/23/2017	Claims	2	95789	CITI CARDS	33.50	SERVICE FEE & INTEREST-10/2017
6066	10/23/2017	Claims	2	95790	CITY OF LAKE FOREST PARK	100.00	CANYOUIDME WEBSITE FEE
6067	10/23/2017	Claims	2	95791	CITY OF YAKIMA	73,779.67	WHOLESALE SEWER PER THREE PARTY AGREEMENT
6068	10/23/2017	Claims	2	95792	CLASSIC PRINTING INC	174.95	UB STATEMENTS-9/2017
6069	10/23/2017	Claims	2	95793	COLEMAN OIL COMPANY	3,294.33	CED FUEL- 09/17; FUEL
6070	10/23/2017	Claims	2	95794	COLUMBIA FORD	246.92	LATE FEE 10/2017
6071	10/23/2017	Claims	2	95795	COMMERCIAL TIRE	1,347.69	NEW TIRES DELP - LEAD
6072	10/23/2017	Claims	2	95796	CORE & MAIN LP	3,624.19	DOUBLE CHECK VALVES
6073	10/23/2017	Claims	2	95797	DEX MEDIA	200.55	PARKS AD-10/01/2017-10/31/2017
6074	10/23/2017	Claims	2	95798	DIVCO INC	215.06	LITE COMMERCIAL MAINTENANCE-10/2017-12/2017
6075	10/23/2017	Claims	2	95799	EDGE CONSTRUCTION SUPPLY	56.19	SAFETY VEST & HARD HAT
6076	10/23/2017	Claims	2	95800	EMBROIDERY NORTHWEST	238.04	SHIRTS; 5 L/S; 5 S/S; DD (9) & JC (1)

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6077	10/23/2017	Claims	2	95801	FRANK'S OK TIRE STORE	1,744.74	NEW TIRE/ALIGNMENT (2 WHEELS) VEH 8; TIRES, FLAT REPAIR
6078	10/23/2017	Claims	2	95802	FUTURELINK COMMUNICATIONS	681.04	SOFTWARE YEARLY RENEWAL-9/30/2017-09/30/2018; REROUTE PHONE LINES
6079	10/23/2017	Claims	2	95803	GAP AUTO PARTS	27.88	HEADLAMP VEH 6
6080	10/23/2017	Claims	2	95804	GEARJAMMER	1,717.38	FUEL SEPT 16-30 2017
6081	10/23/2017	Claims	2	95805	GN NORTHERN, INC	2,318.00	COUG CIVIC CAMPUS TESTING
6082	10/23/2017	Claims	2	95806	GRANITE CONSTRUCTION	271,342.43	VMB / GOODMAN RD TRAFFIC SIGNAL (CMAQ); PROG EST #1
6083	10/23/2017	Claims	2	95807	GRANT J HUNT CO	3,750.00	DESIGN & MARKETING-9/2017
6084	10/23/2017	Claims	2	95808	H.D. FOWLER COMPANY	2,880.78	PIPE WRENCHES, HYDRANT WATER SVC SUPPLIES
6085	10/23/2017	Claims	2	95809	HLA ENGINEERING & LAND SURVEYING INC	100,988.42	PROFESSIONAL ENGINEERING & LAND SURVEYING SERVICES THRU 09.30.17
6086	10/23/2017	Claims	2	95810	ICMA RETIREMENT CORP.	250.00	ANNUAL PLAN FEE - 10/01/17 - 12/31/17
6087	10/23/2017	Claims	2	95811	JAMESCO PRO, INC	5,767.32	AHT YOUTH PK RCO IMPROVEMENTS; RETAINAGE RELEASE
6088	10/23/2017	Claims	2	95812	JUB ENGINEERS INC	30,352.32	BELTWAY CONNECTOR PROJECT; PROFESSIONAL SERVICES 7/30/17 TO 9/2/17
6089	10/23/2017	Claims	2	95813	KEN LEINGANG EXCAVATING INC	5,279.29	CITY HALL SEWER RELOCATION; RETAINAGE RELEASE
6090	10/23/2017	Claims	2	95814	KENT D BRUCE CO, LCC	2,950.54	#1022 & #1023 VEHICLES
6091	10/23/2017	Claims	2	95815	KIMA TV	1,125.00	2017 PIONEER POWER SHOW TV AD
6092	10/23/2017	Claims	2	95816	KNOBELS ELECTRIC INC	486.70	PW SHOP A/C OUTLET
6093	10/23/2017	Claims	2	95817	KUNW-TV	120.00	2017 PIONEER POWER SHOW TV AD
6094	10/23/2017	Claims	2	95818	KUTAK ROCK LLP	20,000.00	CIVIC CAMPUS BOND ATTORNEY SERVICE
6095	10/23/2017	Claims	2	95819	L.N. CURTIS & SONS	82.57	SHIRT MCKINLEY
6096	10/23/2017	Claims	2	95820	LAW OFFICES OF MARGITA DORNAY	10,000.00	PROSECUTING ATTORNEY-10/2017
6097	10/23/2017	Claims	2	95821	LOWES COMPANY INC	69.61	PAINT CANS/FILTERS
6098	10/23/2017	Claims	2	95822	SANDRA M CLOUD	11.89	OVERPAYMNET REFUND
6099	10/23/2017	Claims	2	95823	MENKE JACKSON BEYER LLP	9,223.18	PRR SUIT
6100	10/23/2017	Claims	2	95824	N C MACHINERY CO	6,313.39	#7004 LIFT STATION BACK UP GENERATOR
6101	10/23/2017	Claims	2	95825	NOB HILL CLEANERS	344.47	DRY CLEANING COBB/DELP
6102	10/23/2017	Claims	2	95826	ROBERT R NORTHCOTT	725.00	PUBLIC DEFENDER-10/05/17-10/17/2017
6103	10/23/2017	Claims	2	95827	NANCY NUNEZ	300.00	CLEANING DEPOSIT REFUND
6104	10/23/2017	Claims	2	95828	OFFICE SOLUTIONS NORTHWEST	80.08	GEL PENS & INK CTG'S

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6105	10/23/2017	Claims	2	95829	OXARC INC	2.00	FINANCE CHARGE
6106	10/23/2017	Claims	2	95830	PACIFIC POWER	4,586.15	TRAFFIC LIGHTS-9/2017; CH/FD-9/2017; CH/FD-09/2017; LIFT STATION-9/2017; STREETS-9/2017; AG MUSEUM-08/30/2017-09/29/20 17; WELLS-9/2017; POWER SEPT 2017; LIFT STATION-9/2017
6107	10/23/2017	Claims	2	95831	PACIFIC POWER	3,180.00	VMB / GOODMAN ROAD; GENERAL SERVICE CONTRACT REQ # 006394881
6108	10/23/2017	Claims	2	95832	PEOPLE FOR PEOPLE	1,242.00	SENIOR NUTRITION TEMP SITE MANAGER
6109	10/23/2017	Claims	2	95833	PEPSI COLA - YAKIMA	89.00	WATER AND RENTAL FEE
6110	10/23/2017	Claims	2	95834	PETTY CASH	6.46	MISC RECEIPTS - 09/2017
6111	10/23/2017	Claims	2	95835	PROTECTION ONE	34.18	ALARM MONITORING-10/01/2017-10/3 1/2017
6112	10/23/2017	Claims	2	95836	RECLAIM COMPANY	172,506.98	MAIN ST STORMWATER IMPROVMENTS PH 2; WQC2016UNIGAP00079; PROG EST #1
6113	10/23/2017	Claims	2	95837	REPUBLIC PUBLISHING CO	834.51	NTC OF PUBLIC HEARING RE: VALOREM TAXES & REVENUE; HUERTA & HERNANDEZ CLASS 2 NOTIFICATION; SUMMARY OF ORD#2931 & 2932
6114	10/23/2017	Claims	2	95838	CYNTHIA ROSS	17.52	S/O 2017 SEASONAL IRRIGATION METTER
6115	10/23/2017	Claims	2	95839	SHELL OIL COMPANY	348.12	DELP FUEL SEPT 2017
6116	10/23/2017	Claims	2	95840	SHRED-IT	46.76	SHRED SVC-09/01/2017-09/30/2017
6117	10/23/2017	Claims	2	95841	SOFTWARE ONE INC	709.44	SOFTWARE-KC & POLICE SOFTWARE
6118	10/23/2017	Claims	2	95842	SPLASH EXPRESS AUTO SERVICES LLC	10.15	BLD/PLAN CAR WASH
6119	10/23/2017	Claims	2	95843	THE PRINT GUYS INC.	1,678.92	WINDOW ENVELOPES; 2017 FALL NEWSLETTER
6120	10/23/2017	Claims	2	95844	THE VINE VENUE	780.50	VENUE MANAGEMENT-9/30/2017
6121	10/23/2017	Claims	2	95845	THOMPSON AUDIOLOGY	779.04	FILTERED EARPLUGS COBB, MCKINLEY, DUNSMORE, KELLOGG, VANICEK, AND HUNT
6122	10/23/2017	Claims	2	95846	UNION GAP WATER FUND & SEWER	2,098.88	STREETS, S/O SEASONAL IRRIGATION METER-2017; PARKS, S/O SEASONAL IRRIGATION METER-2017; CH/FD, S/O SEASONAL IRRIGATION METER-2017; PARKS S/O SEASONAL IRRIGATION; PARKS - S/O SEASONAL IRRIGATION; STREET
6123	10/23/2017	Claims	2	95847	UNITED PARCEL SERVICE	27.60	SHIPPING SERVICES SEPT 2017
6124	10/23/2017	Claims	2	95848	UNITED STATES POSTMASTER	771.01	UB POSTAGE-10/2017
6125	10/23/2017	Claims	2	95849	PEGGY VIPOND	16.07	OVERPAYMENT REFUND

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6126	10/23/2017	Claims	2	95850	WA STATE CRIMINAL JUSTICE	100.00	FBI CRIME SCENE PROCESSING - SANTUCCI / CRIME SCENE PHOTOGRAPHY - TOWLE
6127	10/23/2017	Claims	2	95851	WA STATE DEPT OF LICENSING	93.00	CPLS SEPTEMBER 2017
6128	10/23/2017	Claims	2	95852	WA STATE PATROL	12.00	BACKGROUNDS SEPT 2017
6129	10/23/2017	Claims	2	95853	WA STATE TREASURER	17,325.39	CJRS-09/2017
6130	10/23/2017	Claims	2	95854	ESTHER WALKER	79.92	Refund Utility Deposit
6131	10/23/2017	Claims	2	95855	WAPATO POLICE DEPT	22,405.00	INMATE HOUSING/TRANSPORT SEPT 2017
6132	10/23/2017	Claims	2	95856	YAKIMA CITY TREASURER	11,685.03	MOBILE/DESKTOP SERVICES 4TH QUARTER 2017
6133	10/23/2017	Claims	2	95857	YAKIMA CO DEPT OF CORRECTIONS	8,637.59	INMATE HOUSING/MEDICAL SEPT 2017
6134	10/23/2017	Claims	2	95858	YAKIMA CO DEVELOPMENT ASSN	375.75	YAKIMA BASSIN INTEGRATED WATER RESOURCE MANAGEMENT
6135	10/23/2017	Claims	2	95859	YAKIMA CO DISTRICT COURT	21,255.67	MUNICIPAL COURT OPERATIONS-10/2017
6136	10/23/2017	Claims	2	95860	YAKIMA CO FINANCIAL SERVICES	394.55	2ND QTR LIQOUR PROFITS
6137	10/23/2017	Claims	2	95861	YAKIMA CO PRINTING DEPT	64.54	PARKING TICKETS
6138	10/23/2017	Claims	2	95862	YAKIMA CO TREAS PROSECUTING	307.81	CVC-09/2017
6139	10/23/2017	Claims	2	95863	YAKIMA COOPERATIVE ASSN	537.03	JANITOR FUEL-9/2017; #2 DIESEL DYED; Y.A.P.
6140	10/23/2017	Claims	2	95864	YAKIMA HUMANE SOCIETY	2,912.00	ANIMAL CONTROL SERVICES SEPT 2017
6141	10/23/2017	Claims	2	95865	YAKIMA VALLEY CONFERENCE	8,356.42	TECHNICAL ASSISTANCE CONTRACT-8/2017; TECHNICAL ASSISTANCE CONTRACT-9/2017
6142	10/23/2017	Claims	2	95866	YAKIMA VALLEY TOURISM	2,399.00	NORTHWEST TRAVEL AND LIFE NOV/DEC2017
6143	10/23/2017	Claims	2	95867	YAKIMA WASTE SYSTEMS INC	1,259.71	WASTE-09/01/2017-09/30/2017
						146,140.32	
001 Current Expense Fund						146,140.32	
101 Street Fund						7,659.90	
106 Parks & Recreation Fund						6,466.73	
107 Convention Center Reserve Fund						5,332.41	
108 Tourism Promotion Area Fund						5,894.00	
116 City Hall Building Reserve Fund						355,497.07	
123 Criminal Justice Fund						2,275.77	
124 Infrastructure Reserve Fund						72,052.98	
125 Development Mitigation Reserve Fund						281,536.87	
128 Transit System Fund						75,434.50	
132 Community Events Fund						500.00	
401 Water Fund						23,546.07	
402 Garbage Fund						12,438.02	
403 Sewer Fund						91,513.38	
404 Water Improvement Reserve						13,458.91	

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		405 Sewer Improvement Reserve				206,245.68	
		414 Water Deposits				177.22	
						<u>1,306,169.83</u>	Claims: 1,306,169.83
						1,306,169.83	

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5911	10/06/2017	Claims	2	EFT	US BANK - CHECKING	22.00	INV MAINT FEE - 09/2017
			001 - 514 23 49 00 -		MISCELLANEOUS	22.00	
5922	10/09/2017	Claims	2	EFT	WA STATE DEPT OF REVENUE	18,014.07	EXCISE TAX - 08/2017
			001 - 511 60 53 00 -		EXTERNAL TAXES	2.12	
			001 - 514 23 49 00 -		MISCELLANEOUS	1,487.40	
			001 - 521 22 31 00 -		PATROL SUPPLIES	6.09	
			001 - 524 20 53 00 -		EXTERNAL TAXES	286.45	
			401 - 534 50 53 00 -		EXTERNAL TAXES	6,781.87	
			404 - 534 50 53 04 -		EXTERNAL TAXES	82.99	
			403 - 535 50 53 00 -		EXTERNAL TAXES	2,974.34	
			405 - 535 50 53 05 -		EXTERNAL TAX - SEWER I	64.71	
			402 - 537 50 53 00 -		EXTERNAL TAXES	5,386.25	
			101 - 542 30 31 00 -		SUPPLIES	92.86	
			001 - 576 80 53 00 -		EXTERNAL TAXES	848.99	
5943	10/11/2017	Claims	2	EFT	WA STATE DEPT OF REVENUE	256.80	LEASEHOLD EXCISE TAX - 3RD QTR 2017
			001 - 576 80 53 00 -		EXTERNAL TAXES	256.80	
5991	09/30/2017	Claims	2	EFT	WA STATE DEPT OF L&I	169.84	QUARTERLY TAX - 3RD QUARTER - 2017
			001 - 521 22 20 00 -		PATROL PERSONNEL BENI	169.84	
6013	10/23/2017	Claims	2	EFT	US BANK CARDMEMBER SVC	7,391.71	#9627 VEHICLE LICENSING; AWC REGIONAL MEETINGS - AF; RW; JS; DM; NFPA 70; NATIONAL ELECTRIC CODE (NEC), 2014 EDITION; 2015 INTERNATIONAL PLUMBING CODE & TAB COMBO; FD LUNCH MEETING; YVLEA MEETING; MIC
			001 - 511 60 49 00 -		MISCELLANEOUS	150.00	
			001 - 511 60 49 00 -		MISCELLANEOUS	8.92	
			001 - 513 10 49 01 -		MISCELLANEOUS	50.00	
			001 - 514 23 43 00 -		TRAVEL	89.78	
			001 - 514 23 43 00 -		TRAVEL	756.14	
			001 - 514 23 49 00 -		MISCELLANEOUS	74.50	
			001 - 514 30 43 00 -		TRAVEL	89.78	
			001 - 514 30 43 00 -		TRAVEL	65.61	
			001 - 514 30 43 00 -		TRAVEL	13.63	
			001 - 514 30 49 00 -		MISCELLANEOUS	74.50	
			001 - 521 10 43 00 -		PD ADMIN TRAVEL	19.65	
			001 - 521 10 43 00 -		PD ADMIN TRAVEL	24.38	
			001 - 521 10 43 00 -		PD ADMIN TRAVEL	746.48	
			001 - 521 10 43 00 -		PD ADMIN TRAVEL	17.44	
			001 - 521 10 49 00 -		PD ADMIN MISCELLANEOU	4.75	
			001 - 521 10 49 00 -		PD ADMIN MISCELLANEOU	28.95	
			123 - 521 22 21 23 -		CJ UNIFORMS & EQUIP	2,275.77	
			001 - 521 40 32 00 -		PD TRAINING FUEL	67.76	
			001 - 521 40 43 00 -		PD TRAINING TRAVEL	593.31	
			001 - 521 40 43 00 -		PD TRAINING TRAVEL	173.30	
			001 - 521 40 43 00 -		PD TRAINING TRAVEL	117.71	
			001 - 521 40 43 00 -		PD TRAINING TRAVEL	206.12	
			001 - 521 40 43 00 -		PD TRAINING TRAVEL	233.80	
			001 - 521 40 43 00 -		PD TRAINING TRAVEL	35.88	
			001 - 521 40 49 00 -		PD TRAINING MISCELLAN]	439.00	
			001 - 521 40 49 00 -		PD TRAINING MISCELLAN]	155.38	
			001 - 524 10 43 00 -		TRAVEL	23.00	
			001 - 524 20 43 00 -		TRAVEL	236.82	
			001 - 524 20 49 00 -		MISCELLANEOUS	96.31	
			001 - 528 80 49 00 -		MISCELLANEOUS	66.85	
			401 - 534 50 49 00 -		MISCELLANEOUS	18.30	

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			403 - 535 50 49 00		MISCELLANEOUS	18.30	
			402 - 537 50 49 00		MISCELLANEOUS	18.30	
			101 - 542 30 49 00		MISCELLANEOUS	18.30	
			001 - 558 60 43 00		TRAVEL	22.99	
			001 - 558 60 43 00		TRAVEL	236.81	
			001 - 558 60 49 00		MISCELLANEOUS	96.32	
			001 - 576 80 49 00		MISCELLANEOUS	18.30	
			124 - 595 30 43 00		BELTWAY TRAVEL	8.57	
<b>6021</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>		<b>EFT WA STATE DEPT OF REVENUE</b>		<b>12,979.08</b> EXCISE TAX - 09/2017
			001 - 511 60 53 00		EXTERNAL TAXES	0.98	
			001 - 524 20 53 00		EXTERNAL TAXES	221.15	
			401 - 534 50 53 00		EXTERNAL TAXES	4,581.73	
			403 - 535 50 53 00		EXTERNAL TAXES	2,388.93	
			402 - 537 50 53 00		EXTERNAL TAXES	5,113.05	
			001 - 576 80 53 00		EXTERNAL TAXES	673.24	
<b>6038</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>		<b>EFT CENTURY LINK</b>		<b>112.95</b> FD FAX-10/11/2017-11/11/2017; CH FAX-10/11/17-11/11/17
			001 - 511 60 42 01		COMMUNICATION	5.45	
			001 - 511 60 42 01		COMMUNICATION	5.95	
			001 - 513 10 42 01		COMMUNICATION	4.68	
			001 - 513 10 42 01		COMMUNICATION	5.48	
			001 - 514 23 42 00		COMMUNICATIONS	3.24	
			001 - 514 23 42 00		COMMUNICATIONS	3.65	
			001 - 514 30 42 00		COMMUNICATIONS	3.24	
			001 - 514 30 42 00		COMMUNICATIONS	3.65	
			001 - 524 20 42 00		COMMUNICATION	6.69	
			001 - 524 20 42 00		COMMUNICATION	7.54	
			401 - 534 50 42 00		COMMUNICATION	5.30	
			401 - 534 50 42 00		COMMUNICATION	5.99	
			403 - 535 50 42 00		COMMUNICATION	5.30	
			403 - 535 50 42 00		COMMUNICATION	5.99	
			402 - 537 50 42 00		COMMUNICATION	6.69	
			402 - 537 50 42 00		COMMUNICATION	7.54	
			101 - 543 30 42 00		COMMUNICATION	5.30	
			101 - 543 30 42 00		COMMUNICATION	5.99	
			001 - 558 60 42 00		COMMUNICATION	7.19	
			001 - 558 60 42 00		COMMUNICATION	8.09	
<b>6039</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>		<b>EFT OFFICE DEPOT-CITY HALL</b>		<b>76.55</b> WIRELESS MOUSE, FRSHNER, BINDER CLIPS, EXPANIDN FOLDER, POST IT & PENS
			001 - 514 23 31 00		SUPPLIES	38.28	
			001 - 514 30 31 00		SUPPLIES	38.27	
<b>6040</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>		<b>EFT OFFICE DEPOT-PD</b>		<b>114.13</b> PAPER; CANNED AIR/CLIPBOARDS/PENS
			001 - 528 80 31 00		OFFICE & OPERATING SUP	73.49	
			001 - 528 80 31 00		OFFICE & OPERATING SUP	40.64	
<b>6041</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>		<b>EFT WELLS FARGO VENDOR FIN SERV</b>		<b>535.88</b> TASKALFA 6052CI-10/21/17-11/20/2017
			001 - 511 60 45 00		OPERATING RENTALS & LJ	30.30	
			001 - 513 10 45 00		OPERATING RENTALS & LJ	2.35	
			001 - 514 23 45 00		OPERATING RENTALS & LJ	106.29	
			001 - 514 30 45 00		OPERATING RENTALS & LJ	97.88	
			001 - 518 20 45 00		OPERATING LEASES	0.03	
			001 - 521 10 45 00		PD ADMIN RENTALS & LEA	2.23	
			001 - 524 20 45 00		OPERATING RENTALS & LJ	39.12	
			401 - 534 50 45 00		OPERATING RENTALS & LJ	59.33	
			403 - 535 50 45 00		OPERATING RENTALS & LJ	59.33	
			402 - 537 50 45 00		OPERATING RENTALS & LJ	59.33	
			101 - 543 30 45 00		OPERATING RENTALS & LJ	59.33	
			001 - 558 60 45 00		OPERATING RENTALS & LJ	2.24	

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			001 - 576 80 45 00 - OPERATING RENTALS & LJ			18.12	
5802	10/04/2017	Claims	2	95748	MARY LOPEZ	139.10	CLAIM FOR DAMAGES
			001 - 576 80 49 00 - MISCELLANEOUS			139.10	
5914	10/09/2017	Claims	2	95762	KIMA TV	500.00	2017 OLD TOWN DAYS TV AD
			132 - 571 20 44 32 - OTD ADVERTISING			500.00	
5915	10/09/2017	Claims	2	95763	MEDSTAR CABULANCE, INC.	74,863.68	DIAL A RIDE/FIXED ROUTE-9/2017
			128 - 547 60 49 00 - TRANSIT SERVICE PAYME			74,863.68	
6007	10/16/2017	Claims	2	95764	MH CONSTRUCTION	89,697.00	CITY CIVIC CAMPUS CONSTRUCTION#1
			116 - 594 59 64 33 - USDA APP-CITY COMPLEX			89,697.00	
6008	10/16/2017	Claims	2	95765	MH CONSTRUCTION	222,799.10	CITY CIVIC CAMPUS CONSTRUCTION#2
			116 - 594 59 64 33 - USDA APP-CITY COMPLEX			222,799.10	
6042	10/23/2017	Claims	2	95766	A WORKSAFE SERVICE, INC	55.00	POST ACCIDENT DRUG TEST; STILLWAUGH
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			11.00	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			11.00	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			11.00	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			11.00	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			11.00	
6043	10/23/2017	Claims	2	95767	ADVANCED TRAVEL EXP. FUND	84.53	REIMBURES #1273
			001 - 514 30 43 00 - TRAVEL			84.53	
6044	10/23/2017	Claims	2	95768	AMB TOOLS & EQUIPMENT	466.29	CORDLESS IMPACT WRENCH KIT 1/2" DR SHALLOW IMPACT SKT SET
			001 - 576 80 35 00 - SMALL TOOLS & EQUIPME			466.29	
6045	10/23/2017	Claims	2	95769	ANDERSON ROCK & DEMOLITION PITS	172.64	DEMO; STREETS
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			172.64	
6046	10/23/2017	Claims	2	95770	ARC ARCHITECTS INC	15,403.68	UG CIVIC CENTER; AUGUST 26, 2017 THRU SEPTEMBER 25, 2017
			116 - 595 10 41 01 - CITY HALL COMPLEX-PRO			15,403.68	
6047	10/23/2017	Claims	2	95771	ATLAS STAFFING INC	1,755.60	SEASONAL PARKS WK ENDING-10/01/2017; SEASONAL PARKS WK ENDING-10/08/2017
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			1,086.80	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			668.80	
6048	10/23/2017	Claims	2	95772	AXON ENTERPRISE, INC.	308.13	BATTERY PACKS
			001 - 521 22 31 00 - PATROL SUPPLIES			308.13	
6049	10/23/2017	Claims	2	95773	CYNTHIA BAEZA TORRES	97.30	Refund Utility Deposit
			414 - 586 00 04 14 - DEPOSIT REFUND			97.30	Refund Utility Deposit
6050	10/23/2017	Claims	2	95774	BEST WESTERN PLUS AHTANUM INN	375.00	GUEST DIRECTORY & DIGITAL AD; GUEST DIRECTORY & DIGITAL LOBBY AD
			108 - 557 30 44 08 - YAK VALLEY TOURISM-AI			275.00	
			108 - 557 30 44 08 - YAK VALLEY TOURISM-AI			100.00	
6051	10/23/2017	Claims	2	95775	BRANOM INSTRUMENT CO	1,172.89	SEWER TRUCK SVC CALL
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			1,172.89	
6052	10/23/2017	Claims	2	95776	WILLIAM BROWN	76.96	OVERPAYMENT REFUND

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			402 - 589 10 04 02 - 210-10			76.96	
6053	10/23/2017	Claims	2	95777	BURROWS TRACTOR COMPANY	989.48	HYD OIL, SPRING, EQUIPMENT REPAIR
			001 - 576 80 31 00 - SUPPLIES			78.80	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			910.68	
6054	10/23/2017	Claims	2	95778	BUSTOS MEDIA	490.00	UNION GAP TRANSIT RADIO AD'S-9/2017
			128 - 547 60 44 00 - ADVERTISING			490.00	
6055	10/23/2017	Claims	2	95779	CANON SOLUTIONS AMERICA	286.13	COPIER MAINTENANCE SEPT 2017
			001 - 528 80 48 00 - REPAIRS & MAINTENANCE			286.13	
6056	10/23/2017	Claims	2	95780	CAREY MOTORS	728.24	LOF/TIRE ROTATION VEH 1; LOF/REPLACE ROTOR/BREAK LINE/REPLACE WIPERS VEH 11; REPLACE WHEEL ASSEMBLY VEH 3
			001 - 521 22 48 00 - PATROL REPAIRS & MAIN			41.01	
			001 - 521 22 48 00 - PATROL REPAIRS & MAIN			456.86	
			001 - 521 22 48 00 - PATROL REPAIRS & MAIN			230.37	
6057	10/23/2017	Claims	2	95781	CASCADE ANALYTICAL INC	1,531.62	WA & WW SAMPLING
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			288.40	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			1,243.22	
6058	10/23/2017	Claims	2	95782	CASCADE NATURAL GAS CORP	163.11	44010 MAIN ST & 4401-09/06/17-10/04/2017; CH/FD-09/06/2017-10/04/2017; NATURAL GAS SEPT 2017
			001 - 518 20 47 00 - UTILITIES/CITY HALL			78.32	
			001 - 521 50 47 00 - PD FACILITIES UTILITIES			19.84	
			001 - 522 20 47 00 - PUBLIC UTILITY SERVICES			33.76	
			403 - 535 50 47 00 - UTILITIES			13.67	
			402 - 537 50 47 00 - UTILITIES			17.52	
6059	10/23/2017	Claims	2	95783	CENTRAL PRE-MIX CONCRETE	699.41	CAHALAN SKATE PARK
			106 - 594 76 62 00 - IMPROVEMENT-SKATEPAI			699.41	
6060	10/23/2017	Claims	2	95784	CENTRAL WA AG MUSEUM	710.00	AG MUSEUM COORDINATOR-5/2017; AG MUSEUM COORDINATORS-9/2017
			107 - 571 10 41 00 - PROF SVCS-AG MUSEUM			430.00	
			107 - 571 10 41 00 - PROF SVCS-AG MUSEUM			280.00	
6061	10/23/2017	Claims	2	95785	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKET & SALES-10/2017
			108 - 557 30 44 01 - STATE FAIR PARK SALES F			1,875.00	
6062	10/23/2017	Claims	2	95786	CENTURY LINK - LD	17.42	CH LONG DISTANCE-09/04/2017-10/03/2017
			001 - 511 60 42 01 - COMMUNICATION			1.39	
			001 - 513 10 42 01 - COMMUNICATION			4.02	
			001 - 514 23 42 00 - COMMUNICATIONS			1.39	
			001 - 514 30 42 00 - COMMUNICATIONS			1.39	
			001 - 524 20 42 00 - COMMUNICATION			1.39	
			001 - 528 80 42 00 - COMMUNICATION			1.39	
			401 - 534 50 42 00 - COMMUNICATION			1.26	
			403 - 535 50 42 00 - COMMUNICATION			1.25	
			402 - 537 50 42 00 - COMMUNICATION			1.39	
			101 - 543 30 42 00 - COMMUNICATION			1.25	

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			001 - 558 60 42 00 -		COMMUNICATION	1.30	
6063	10/23/2017	Claims	2	95787	CENTURY MANUFACTURING CORP	551.31	SEWER & LIFT STATION DEGREASER
			403 - 535 50 31 00 -		SUPPLIES	551.31	
6064	10/23/2017	Claims	2	95788	CINTAS CORP #605	279.38	MAT MOP SVC SR CENTER CH
			001 - 518 31 45 00 -		OPERATING RENTALS & L	165.97	
			001 - 571 21 45 00 -		OPERATING RENTALS & L	113.41	
6065	10/23/2017	Claims	2	95789	CITI CARDS	33.50	SERVICE FEE & INTEREST-10/2017
			001 - 514 23 43 00 -		TRAVEL	0.45	
			001 - 514 23 49 00 -		MISCELLANEOUS	32.60	
			001 - 514 30 43 00 -		TRAVEL	0.45	
6066	10/23/2017	Claims	2	95790	CITY OF LAKE FOREST PARK	100.00	CANYOUIDME WEBSITE FEE
			001 - 521 21 42 00 -		INVESTIGATION COMMUN	100.00	
6067	10/23/2017	Claims	2	95791	CITY OF YAKIMA	73,779.67	WHOLESALE SEWER PER THREE PARTY AGREEMENT
			403 - 535 50 51 03 -		INTERGOVERNMENTAL PF	73,779.67	
6068	10/23/2017	Claims	2	95792	CLASSIC PRINTING INC	174.95	UB STATEMENTS-9/2017
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	58.31	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	58.31	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	58.33	
6069	10/23/2017	Claims	2	95793	COLEMAN OIL COMPANY	3,294.33	CED FUEL- 09/17; FUEL
			001 - 524 20 32 00 -		FUEL	22.37	
			403 - 531 30 32 00 -		STORMWATER FUEL	58.01	
			401 - 534 50 32 00 -		FUEL	923.50	
			403 - 535 50 32 00 -		FUEL	582.17	
			402 - 537 50 32 00 -		FUEL	6.59	
			101 - 542 30 32 00 -		FUEL	394.78	
			101 - 542 30 32 00 -		FUEL	4.31	
			101 - 542 66 32 00 -		FUEL	307.22	
			101 - 542 67 32 00 -		FUEL	185.98	
			101 - 542 70 32 00 -		FUEL	363.75	
			101 - 542 90 32 00 -		FUEL CONSUMED	26.74	
			128 - 547 60 32 00 -		FUEL CONSUMED	80.82	
			001 - 558 60 32 00 -		FUEL	22.37	
			001 - 576 80 32 00 -		FUEL	315.72	
6070	10/23/2017	Claims	2	95794	COLUMBIA FORD	246.92	LATE FEE 10/2017
			001 - 514 23 49 00 -		MISCELLANEOUS	246.92	
6071	10/23/2017	Claims	2	95795	COMMERCIAL TIRE	1,347.69	NEW TIRES DELP - LEAD
			001 - 521 21 48 00 -		INVESTIGATION REPAIRS ,	1,347.69	
6072	10/23/2017	Claims	2	95796	CORE & MAIN LP	3,624.19	DOUBLE CHECK VALVES
			401 - 534 50 31 00 -		SUPPLIES	3,624.19	
6073	10/23/2017	Claims	2	95797	DEX MEDIA	200.55	PARKS AD-10/01/2017-10/31/2017
			001 - 576 80 44 00 -		ADVERTISING	200.55	
6074	10/23/2017	Claims	2	95798	DIVCO INC	215.06	LITE COMMERCIAL MAINTENANCE-10/2017-12/2017
			001 - 518 20 48 00 -		REPAIRS & MAINTENANCE	215.06	
6075	10/23/2017	Claims	2	95799	EDGE CONSTRUCTION SUPPLY	56.19	SAFETY VEST & HARD HAT
			001 - 524 20 21 01 -		UNIFORMS & EQUIPMENT	28.09	
			001 - 558 60 21 00 -		UNIFORMS & EQUIPMEMT	28.10	
6076	10/23/2017	Claims	2	95800	EMBROIDERY NORTHWEST	238.04	SHIRTS; 5 L/S; 5 S/S; DD (9) & JC (1)

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			001 - 524 20 21 01		UNIFORMS & EQUIPMENT	119.02	
			001 - 558 60 21 00		UNIFORMS & EQUIPMENT	119.02	
6077	10/23/2017	Claims	2	95801	FRANK'S OK TIRE STORE	1,744.74	NEW TIRE/ALIGNMENT (2 WHEELS) VEH 8; TIRES, FLAT REPAIR
			001 - 521 22 48 00		PATROL REPAIRS & MAINT	319.84	
			401 - 534 50 48 00		REPAIRS & MAINTENANCE	339.37	
			403 - 535 50 48 00		REPAIRS & MAINTENANCE	339.37	
			101 - 542 30 48 00		REPAIRS & MAINTENANCE	339.37	
			001 - 576 80 48 00		REPAIRS & MAINTENANCE	406.79	
6078	10/23/2017	Claims	2	95802	FUTURELINK COMMUNICATIONS	681.04	SOFTWARE YEARLY RENEWAL-9/30/2017-09/30/2018; REROUTE PHONE LINES
			001 - 518 88 41 00		PROFESSIONAL SERVICES	502.67	
			001 - 524 20 41 00		PROFESSIONAL SERVICES	89.18	
			001 - 558 60 41 00		PROFESSIONAL SERVICES	89.19	
6079	10/23/2017	Claims	2	95803	GAP AUTO PARTS	27.88	HEADLAMP VEH 6
			001 - 521 22 48 00		PATROL REPAIRS & MAINT	27.88	
6080	10/23/2017	Claims	2	95804	GEARJAMMER	1,717.38	FUEL SEPT 16-30 2017
			001 - 521 10 32 00		PD ADMIN FUEL	125.28	
			001 - 521 21 32 00		INVESTIGATION FUEL	321.19	
			001 - 521 22 32 00		PATROL FUEL	1,270.91	
6081	10/23/2017	Claims	2	95805	GN NORTHERN, INC	2,318.00	COUG CIVIC CAMPUS TESTING
			116 - 594 59 64 33		USDA APP-CITY COMPLEX	2,318.00	
6082	10/23/2017	Claims	2	95806	GRANITE CONSTRUCTION	271,342.43	VMB / GOODMAN RD TRAFFIC SIGNAL (CMAQ); PROG EST #1
			125 - 595 30 64 31		GOODMAN RD/VMB SIGNA	271,342.43	
6083	10/23/2017	Claims	2	95807	GRANT J HUNT CO	3,750.00	DESIGN & MARKETING-9/2017
			107 - 557 30 41 01		GRANT J. HUNT COL	3,750.00	
6084	10/23/2017	Claims	2	95808	H.D. FOWLER COMPANY	2,880.78	PIPE WRENCHES, HYDRANT WATER SVC SUPPLIES
			401 - 534 50 31 00		SUPPLIES	2,880.78	
6085	10/23/2017	Claims	2	95809	HLA ENGINEERING & LAND SURVEYING INC	100,988.42	PROFESSIONAL ENGINEERING & LAND SURVEYING SERVICES THRU
			401 - 534 50 41 00		PROFESSIONAL SERVICES	249.55	
			404 - 534 50 41 37		PROF SVC-WA COMP PLAN	1,520.00	
			404 - 534 50 41 37		PROF SVC-WA COMP PLAN	6,000.00	
			403 - 535 50 41 00		PROFESSIONAL SERVICES	249.55	
			101 - 543 30 41 00		PROFESSIONAL SERVICES	1,218.00	
			101 - 543 30 41 00		PROFESSIONAL SERVICES	960.00	
			101 - 543 30 41 00		PROFESSIONAL SERVICES	346.50	
			001 - 558 60 41 00		PROFESSIONAL SERVICES	60.00	
			001 - 558 60 41 00		PROFESSIONAL SERVICES	2,148.38	
			404 - 594 34 64 21		BORTON ANNEX WA EXT-(	5,855.92	
			405 - 594 38 64 25		MAIN ST STORM DRAINAG	26,352.51	
			405 - 594 38 64 25		MAIN ST STORM DRAINAG	7,321.48	
			124 - 595 30 64 26		BELTWAY CONNECTOR PF	960.00	
			124 - 595 30 64 30		S 14TH ST IMPR-PLACEHOI	40,732.09	
			125 - 595 30 64 31		GOODMAN RD/VMB SIGNA	7,014.44	
6086	10/23/2017	Claims	2	95810	ICMA RETIREMENT CORP.	250.00	ANNUAL PLAN FEE - 10/01/17 - 12/31/17
			001 - 513 10 49 01		MISCELLANEOUS	250.00	
6087	10/23/2017	Claims	2	95811	JAMESCO PRO, INC	5,767.32	AHT YOUTH PK RCO IMPROVEMENTS; RETAINAGE RELEASE

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			106 - 594 76 62 01 - IMPROVEMENTS-RCO-YP			5,767.32	
6088	10/23/2017	Claims	2	95812	JUB ENGINEERS INC	30,352.32	BELTWAY CONNECTOR PROJECT; PROFESSIONAL SERVICES 7/30/17 TO 9/2/17
			124 - 595 10 41 26 - BELTWAY CONNECTOR-PF			30,352.32	
6089	10/23/2017	Claims	2	95813	KEN LEINGANG EXCAVATING INC	5,279.29	CITY HALL SEWER RELOCATION; RETAINAGE RELEASE
			116 - 595 10 41 33 - USDA APP-CITY COMPLEX			5,279.29	
6090	10/23/2017	Claims	2	95814	KENT D BRUCE CO, LCC	2,950.54	#1022 & #1023 VEHICLES
			401 - 534 50 31 00 - SUPPLIES			1,496.89	
			101 - 542 30 31 00 - SUPPLIES			1,453.65	
6091	10/23/2017	Claims	2	95815	KIMA TV	1,125.00	2017 PIONEER POWER SHOW TV AD
			108 - 557 30 44 03 - POWER SHOW ADVERTISIN			1,125.00	
6092	10/23/2017	Claims	2	95816	KNOBELS ELECTRIC INC	486.70	PW SHOP A/C OUTLET
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			97.34	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			97.34	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			97.34	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			97.34	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			97.34	
6093	10/23/2017	Claims	2	95817	KUNW-TV	120.00	2017 PIONEER POWER SHOW TV AD
			108 - 557 30 44 03 - POWER SHOW ADVERTISIN			120.00	
6094	10/23/2017	Claims	2	95818	KUTAK ROCK LLP	20,000.00	CIVIC CAMPUS BOND ATTORNEY SERVICE
			116 - 595 10 41 01 - CITY HALL COMPLEX-PRO			20,000.00	
6095	10/23/2017	Claims	2	95819	L.N. CURTIS & SONS	82.57	SHIRT MCKINLEY
			001 - 521 10 21 00 - PD ADMIN UNIFORMS & EC			82.57	
6096	10/23/2017	Claims	2	95820	LAW OFFICES OF MARGITA DORNAY	10,000.00	PROSECUTING ATTORNEY-10/2017
			001 - 515 30 41 02 - PROF SERVICES - PROS. AT			10,000.00	
6097	10/23/2017	Claims	2	95821	LOWES COMPANY INC	69.61	PAINT CANS/FILTERS
			001 - 521 21 31 00 - INVESTIGATION SUPPLIES			69.61	
6098	10/23/2017	Claims	2	95822	SANDRA M CLOUD	11.89	OVERPAYMNET REFUND
			402 - 589 10 04 02 - 210-10			11.89	
6099	10/23/2017	Claims	2	95823	MENKE JACKSON BEYER LLP	9,223.18	PRR SUIT
			001 - 515 30 41 00 - PROFESSIONAL SERVICES			9,223.18	
6100	10/23/2017	Claims	2	95824	N C MACHINERY CO	6,313.39	#7004 LIFT STATION BACK UP GENERATOR
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			6,313.39	
6101	10/23/2017	Claims	2	95825	NOB HILL CLEANERS	344.47	DRY CLEANING COBB/DELP
			001 - 521 10 21 00 - PD ADMIN UNIFORMS & EC			332.16	
			001 - 521 22 21 00 - PATROL UNIFORMS & EQU			12.31	
6102	10/23/2017	Claims	2	95826	ROBERT R NORTHCOTT	725.00	PUBLIC DEFENDER-10/05/17-10/17/2017
			001 - 515 91 41 03 - PROF SERVICES-PUBLIC D			725.00	
6103	10/23/2017	Claims	2	95827	NANCY NUNEZ	300.00	CLEANING DEPOSIT REFUND
			001 - 589 00 00 03 - PARK DEPOSIT REFUND			300.00	
6104	10/23/2017	Claims	2	95828	OFFICE SOLUTIONS NORTHWEST	80.08	GEL PENS & INK CTG'S
			001 - 514 23 31 00 - SUPPLIES			15.16	

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		001 - 514 30 31 00 - SUPPLIES			15.16	
		001 - 517 91 31 00 - SUPPLIES			15.17	
		401 - 534 50 31 00 - SUPPLIES			11.53	
		403 - 535 50 31 00 - SUPPLIES			11.53	
		402 - 537 50 31 00 - SUPPLIES			11.53	
<b>6105</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>	<b>95829 OXARC INC</b>		<b>2.00 FINANCE CHARGE</b>
		001 - 576 80 49 00 - MISCELLANEOUS			2.00	
<b>6106</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>	<b>95830 PACIFIC POWER</b>		<b>4,586.15 TRAFFIC LIGHTS-9/2017; CH/FD-9/2017; CH/FD-09/2017; LIFT STATION-9/2017; STREETS-9/2017; AG MUSEUM-08/30/2017-09/29/2017; WELLS-9/2017; POWER SEPT 2017; LIFT STATION-9/2017</b>
		001 - 518 20 47 00 - UTILITIES/CITY HALL			49.46	
		001 - 518 20 47 00 - UTILITIES/CITY HALL			174.18	
		001 - 521 50 47 00 - PD FACILITIES UTILITIES			392.25	
		401 - 534 50 47 00 - UTILITIES			1,474.81	
		403 - 535 50 47 00 - UTILITIES			24.77	
		403 - 535 50 47 00 - UTILITIES			1,292.87	
		101 - 542 63 47 00 - UTILITIES			506.26	
		101 - 542 64 47 00 - UTILITIES			318.86	
		107 - 571 10 47 00 - UTILITIES-AG MUSEUM			352.69	
<b>6107</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>	<b>95831 PACIFIC POWER</b>		<b>3,180.00 VMB / GOODMAN ROAD; GENERAL SERVICE CONTRACT REQ # 006394881</b>
		125 - 595 30 64 31 - GOODMAN RD/VMB SIGNA			3,180.00	
<b>6108</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>	<b>95832 PEOPLE FOR PEOPLE</b>		<b>1,242.00 SENIOR NUTRITION TEMP SITE MANAGER</b>
		001 - 571 21 41 00 - PROFESSIONAL SERVICES			1,242.00	
<b>6109</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>	<b>95833 PEPSI COLA - YAKIMA</b>		<b>89.00 WATER AND RENTAL FEE</b>
		001 - 521 22 31 00 - PATROL SUPPLIES			77.00	
		001 - 521 22 45 00 - PATROL OPERATING RENT			12.00	
<b>6110</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>	<b>95834 PETTY CASH</b>		<b>6.46 MISC RECEIPTS - 09/2017</b>
		001 - 511 60 31 01 - SUPPLIES			6.46	
<b>6111</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>	<b>95835 PROTECTION ONE</b>		<b>34.18 ALARM MONITORING-10/01/2017-10/31/2 017</b>
		001 - 518 31 41 00 - PROFESSIONAL SERVICES			17.80	
		001 - 524 20 41 00 - PROFESSIONAL SERVICES			2.33	
		401 - 534 50 41 00 - PROFESSIONAL SERVICES			2.33	
		403 - 535 50 41 00 - PROFESSIONAL SERVICES			2.33	
		402 - 537 50 41 00 - PROFESSIONAL SERVICES			2.40	
		101 - 542 30 41 00 - PROFESSIONAL SERVICES			2.33	
		001 - 558 60 41 00 - PROFESSIONAL SERVICES			2.33	
		001 - 576 80 41 00 - PROFESSIONAL SERVICES			2.33	
<b>6112</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>	<b>95836 RECLAIM COMPANY</b>		<b>172,506.98 MAIN ST STORMWATER IMPROVMENTS PH 2; WQC2016UNIGAP00079; PROG EST #1</b>
		405 - 594 38 64 25 - MAIN ST STORM DRAINAG			172,506.98	
<b>6113</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>	<b>95837 REPUBLIC PUBLISHING CO</b>		<b>834.51 NTC OF PUBLIC HEARING RE:VALOREM TAXES &amp; REVENUE; HUERTA &amp; HERNANDEZ CLASS 2 NOTIFICATION; SUMMARY OF ORD#2931 &amp; 2932</b>
		001 - 511 60 44 01 - ADVERTISING			79.13	
		001 - 514 23 44 00 - ADVERTISING			227.88	
		001 - 558 60 42 00 - COMMUNICATION			527.50	
<b>6114</b>	<b>10/23/2017</b>	<b>Claims</b>	<b>2</b>	<b>95838 CYNTHIA ROSS</b>		<b>17.52 S/O 2017 SEASONAL IRRIGATION METTER</b>

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			402 - 589 10 04 02 -	210-10		17.52	
6115	10/23/2017	Claims	2	95839	SHELL OIL COMPANY	348.12	DELP FUEL SEPT 2017
			001 - 521 21 32 00 -	INVESTIGATION FUEL		348.12	
6116	10/23/2017	Claims	2	95840	SHRED-IT	46.76	SHRED SVC-09/01/2017-09/30/2017
			001 - 511 60 41 01 -	PROFESSIONAL SERVICES		7.81	
			001 - 513 10 41 01 -	PROFESSIONAL SERVICES		7.81	
			001 - 514 23 41 00 -	PROFESSIONAL SERVICES		7.81	
			001 - 514 30 41 00 -	PROFESSIONAL SERVICES		7.81	
			001 - 524 20 41 00 -	PROFESSIONAL SERVICES		3.90	
			401 - 534 50 41 00 -	PROFESSIONAL SERVICES		1.56	
			403 - 535 50 41 00 -	PROFESSIONAL SERVICES		1.56	
			402 - 537 50 41 00 -	PROFESSIONAL SERVICES		1.56	
			101 - 542 30 41 00 -	PROFESSIONAL SERVICES		1.56	
			001 - 558 60 41 00 -	PROFESSIONAL SERVICES		3.90	
			001 - 576 80 41 00 -	PROFESSIONAL SERVICES		1.48	
6117	10/23/2017	Claims	2	95841	SOFTWARE ONE INC	709.44	SOFTWARE-KC & POLICE SOFTWARE
			001 - 521 22 31 00 -	PATROL SUPPLIES		354.72	
			001 - 594 14 64 14 -	MACHINERY & EQUIP-FIN/		354.72	
6118	10/23/2017	Claims	2	95842	SPLASH EXPRESS AUTO SERVICES LLC	10.15	BLD/PLAN CAR WASH
			001 - 524 20 48 00 -	REPAIRS & MAINTENANCE		5.07	
			001 - 558 60 48 00 -	REPAIRS & MAINTENANCE		5.08	
6119	10/23/2017	Claims	2	95843	THE PRINT GUYS INC.	1,678.92	WINDOW ENVELOPES; 2017 FALL NEWSLETTER
			001 - 511 60 41 01 -	PROFESSIONAL SERVICES		1,538.48	
			001 - 514 23 31 00 -	SUPPLIES		140.44	
6120	10/23/2017	Claims	2	95844	THE VINE VENUE	780.50	VENUE MANAGEMENT-9/30/2017
			001 - 576 80 41 01 -	PROF SVC- VENUE MANAC		780.50	
6121	10/23/2017	Claims	2	95845	THOMPSON AUDIOLOGY	779.04	FILTERED EARPLUGS COBB, MCKINLEY, DUNSMORE, KELLOGG, VANICEK, AND HUNT
			001 - 521 10 31 00 -	PD ADMIN SUPPLIES		259.68	
			001 - 521 22 31 00 -	PATROL SUPPLIES		519.36	
6122	10/23/2017	Claims	2	95846	UNION GAP WATER FUND & SEWER	2,098.88	STREETS, S/O SEASONAL IRRIGATION METER-2017; PARKS, S/O SEASONAL IRRIGATION METER-2017; CH/FD, S/O SEASONAL IRRIGATION METER-2017; PARKS S/O SEASONAL IRRIGATION; PARKS - S/O SEASONAL IRRIGATION; STREET
			001 - 518 20 47 00 -	UTILITIES/CITY HALL		27.67	
			101 - 543 30 47 00 -	UTILITIES		515.53	
			101 - 543 30 47 00 -	UTILITIES		251.05	
			107 - 571 10 47 00 -	UTILITIES-AG MUSEUM		519.72	
			001 - 576 80 47 00 -	UTILITIES		113.54	
			001 - 576 80 47 00 -	UTILITIES		86.24	
			001 - 576 80 47 00 -	UTILITIES		14.85	
			001 - 576 80 47 00 -	UTILITIES		570.28	
6123	10/23/2017	Claims	2	95847	UNITED PARCEL SERVICE	27.60	SHIPPING SERVICES SEPT 2017
			001 - 521 10 42 00 -	PD ADMIN COMMUNICATI		27.60	
6124	10/23/2017	Claims	2	95848	UNITED STATES POSTMASTER	771.01	UB POSTAGE-10/2017

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			401 - 534 50 42 00		COMMUNICATION	256.98	
			403 - 535 50 42 00		COMMUNICATION	256.98	
			402 - 537 50 42 00		COMMUNICATION	257.05	
6125	10/23/2017	Claims	2	95849	PEGGY VIPOND	16.07	OVERPAYMENT REFUND
			402 - 589 10 04 02		- 210-10	16.07	
6126	10/23/2017	Claims	2	95850	WA STATE CRIMINAL JUSTICE	100.00	FBI CRIME SCENE PROCESSING - SANTUCCI / CRIME SCENE PHOTOGRAPHY - TOWLE
			001 - 521 40 49 00		PD TRAINING MISCELLAN	100.00	
6127	10/23/2017	Claims	2	95851	WA STATE DEPT OF LICENSING	93.00	CPLS SEPTEMBER 2017
			001 - 586 00 02 00		WEAPONS PERMITS FEE	93.00	
6128	10/23/2017	Claims	2	95852	WA STATE PATROL	12.00	BACKGROUNDS SEPT 2017
			001 - 521 10 51 00		PD ADMIN INTERGOV PRO	12.00	
6129	10/23/2017	Claims	2	95853	WA STATE TREASURER	17,325.39	CJRS-09/2017
			001 - 586 00 01 00		STATE BUILDING CODE FE	22.50	
			001 - 586 00 04 00		PSEA 1 STATE SHARE	8,257.95	
			001 - 586 00 05 00		PSEA 2 STATE SHARE	4,719.70	
			001 - 586 00 06 00		PSEA 3 STATE SHARE	196.00	
			001 - 586 00 07 00		CRIME LAB/BREATH ST SH	136.53	
			001 - 586 00 08 00		JIS STATE SHARE	2,213.67	
			001 - 586 00 09 00		SCH ZONE SAFETY ST SHA	463.08	
			001 - 586 00 10 00		TRAUMA CARE STATE SH/	531.73	
			001 - 586 00 13 00		AUTO THEFT PREVENTION	779.56	
			001 - 586 00 14 00		CRIME LAB ANALYSIS FEE	4.67	
6130	10/23/2017	Claims	2	95854	ESTHER WALKER	79.92	Refund Utility Deposit
			414 - 586 00 04 14		DEPOSIT REFUND	79.92	Refund Utility Deposit
6131	10/23/2017	Claims	2	95855	WAPATO POLICE DEPT	22,405.00	INMATE HOUSING/TRANSPORT SEPT 2017
			001 - 523 20 51 00		DETENTION & CORRECTIC	21,405.00	
			001 - 523 20 51 01		TRANSPORT OF PRISONER	1,000.00	
6132	10/23/2017	Claims	2	95856	YAKIMA CITY TREASURER	11,685.03	MOBILE/DESKTOP SERVICES 4TH QUARTER 2017
			001 - 528 60 51 00		INTERGOV PROF SVCS-PD	11,685.03	
6133	10/23/2017	Claims	2	95857	YAKIMA CO DEPT OF CORRECTIONS	8,637.59	INMATE HOUSING/MEDICAL SEPT 2017
			001 - 523 20 51 00		DETENTION & CORRECTIC	486.76	
			001 - 523 20 51 00		DETENTION & CORRECTIC	8,150.83	
6134	10/23/2017	Claims	2	95858	YAKIMA CO DEVELOPMENT ASSN	375.75	YAKIMA BASSIN INTEGRATED WATER RESOURCE MANAGEMENT
			401 - 534 50 41 00		PROFESSIONAL SERVICES	375.75	
6135	10/23/2017	Claims	2	95859	YAKIMA CO DISTRICT COURT	21,255.67	MUNICIPAL COURT OPERATIONS-10/2017
			001 - 512 50 51 01		INTERGOVERNMENTAL PF	21,255.67	
6136	10/23/2017	Claims	2	95860	YAKIMA CO FINANCIAL SERVICES	394.55	2ND QTR LIQUOR PROFITS
			001 - 562 00 51 00		2% ALCOHOL DISTRIBUTK	394.55	
6137	10/23/2017	Claims	2	95861	YAKIMA CO PRINTING DEPT	64.54	PARKING TICKETS
			001 - 521 22 31 00		PATROL SUPPLIES	64.54	

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6138	10/23/2017	Claims	2	95862	<b>YAKIMA CO TREAS PROSECUTING</b>	<b>307.81</b>	CVC-09/2017
					001 - 586 00 03 00 - CRIME VICTIMS COMP CN	307.81	
6139	10/23/2017	Claims	2	95863	<b>YAKIMA COOPERATIVE ASSN</b>	<b>537.03</b>	JANITOR FUEL-9/2017; #2 DIESEL DYED; Y.A.P.
					001 - 518 31 32 00 - FUEL	37.66	
					001 - 576 80 32 00 - FUEL	499.37	
6140	10/23/2017	Claims	2	95864	<b>YAKIMA HUMANE SOCIETY</b>	<b>2,912.00</b>	ANIMAL CONTROL SERVICES SEPT 2017
					001 - 554 30 41 00 - PROF SERVICES-ANIMAL C	2,912.00	
6141	10/23/2017	Claims	2	95865	<b>YAKIMA VALLEY CONFERENCE</b>	<b>8,356.42</b>	TECHNICAL ASSISTANCE CONTRACT-8/2017; TECHNICAL ASSISTANCE CONTRACT-9/2017
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	2,314.52	
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	6,041.90	
6142	10/23/2017	Claims	2	95866	<b>YAKIMA VALLEY TOURISM</b>	<b>2,399.00</b>	NORTHWEST TRAVEL AND LIFE NOV/DEC2017
					108 - 557 30 44 08 - YAK VALLEY TOURISM-AI	2,399.00	
6143	10/23/2017	Claims	2	95867	<b>YAKIMA WASTE SYSTEMS INC</b>	<b>1,259.71</b>	WASTE-09/01/2017-09/30/2017
					402 - 537 60 49 00 - CONTRACTED SERVICES	1,259.71	
001 Current Expense Fund						146,140.32	
101 Street Fund						7,659.90	
106 Parks & Recreation Fund						6,466.73	
107 Convention Center Reserve Fund						5,332.41	
108 Tourism Promotion Area Fund						5,894.00	
116 City Hall Building Reserve Fund						355,497.07	
123 Criminal Justice Fund						2,275.77	
124 Infrastructure Reserve Fund						72,052.98	
125 Development Mitigation Reserve Fund						281,536.87	
128 Transit System Fund						75,434.50	
132 Community Events Fund						500.00	
401 Water Fund						23,546.07	
402 Garbage Fund						12,438.02	
403 Sewer Fund						91,513.38	
404 Water Improvement Reserve						13,458.91	
405 Sewer Improvement Reserve						206,245.68	
414 Water Deposits						177.22	
						<b>1,306,169.83</b>	Claims: 1,306,169.83



## City Council Communication

**Meeting Date:** October 23, 2017  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Petty Cash Vouchers – October 23, 2017

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**SYNOPSIS:** Petty Cash Vouchers Dated October 9, 2017

**RECOMMENDATION:** Request Council to approve Voucher No. 1875 in the amount of \$50.00.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Voucher Register

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5629	09/25/2017	Claims	637	1875	CITY OF UNION GAP	50.00	AYP TILL BEGINING BAL
			637 Petty Cash Fund			50.00	
			* Transaction Has Mixed Revenue And Expense Accounts			50.00	Claims: 50.00



## City Council Communication

**Meeting Date:** October 23, 2017  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Advance Travel Vouchers – October 23, 2017

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**SYNOPSIS:** Advance Travel Vouchers for September, 2017

**RECOMMENDATION:** Request Council to approve Voucher No. 1270 through 1272 in the amount of \$517.55.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Voucher Register

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5944	09/06/2017	Claims	638	1270	LYNETTE BISCONER	80.36	ATR #1141
5945	09/18/2017	Claims	638	1271	TERRIL BERTELSEN	279.90	ATR #1142
5632	09/26/2017	Claims	638	1272	LYNETTE BISCONER	157.29	ATR #1143
638 Advance Travel Fund						517.55	
* Transaction Has Mixed Revenue And Expense Accounts						517.55	Claims: 517.55