

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, OCTOBER 27, 2014 – 6:00 P.M.
102 W. AHTANUM ROAD, UNION GAP

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 13, 2014, As attached to the Agenda and maintained in electronic format;

B. Approve Vouchers:

Claims Vouchers – EFT's and Voucher Nos. 88807 through 88913 for October 27, 2014, in the amount of \$278,235.04;

Petty Cash Vouchers – Voucher Nos. 1826 through 1829 for September 2014, in the amount of \$493.14;

Advance Travel Vouchers – Voucher Nos. 1230 through 1232 for September, 2014, in the amount of \$406.91.

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

Public Hearing

Charter Franchise Agreement.

Public Works/Community Development

1. Resolution No. _____ - Appoint TRANS-Action Voting Delegate and Alternates;
2. 3-Party Wholesale Service Agreement – Wastewater Treatment.

Public Safety

1. Resolution No. _____ - Traffic Safety Commission Memorandum of Understanding – Main Street Traffic Safety Corridor;
2. Resolution No. _____ - Interlocal Jail Agreement.

Finance & Administration

Resolution No. _____ - Reserve Policy.

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

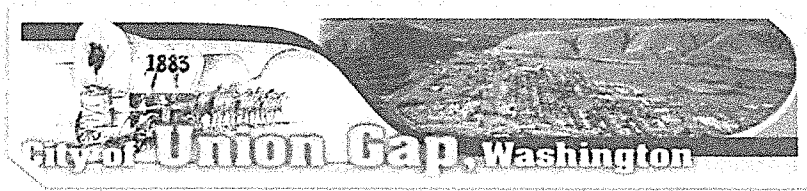
VI. CITY MANAGER REPORT

VII. COMMUNICATIONS/QUESTIONS/COMMENTS

VIII. DEVELOPMENT OF NEXT AGENDA

IX. ANY OTHER BUSINESS

X. ADJOURN REGULAR MEETING.



City Council Communication

Meeting Date: October 27, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Public Hearing – Charter Franchise Agreement

SYNOPSIS: On October 16, and October 22, 2014, the City advertised a Public Hearing for tonight. The City Council will conducted a Public Hearing prior to addressing this Ordinance, which would grant FALCON VIDEO COMMUNICATIONS, L.P., locally known as CHARTER COMMUNICATIONS a non-exclusive franchise to construct, operate & maintain a telecommunications network within the City of Union Gap.

FALCON VIDEO COMMUNICATIONS, L.P. has approached the City of Union Gap and has sought to enter into a Franchise Agreement relating to the location, construction, operation and maintenance of poles, wires, fiber optics line, underground cables and appurtenances over, under, along and across public property in the City of Union Gap;

The issue of whether the City of Union Gap should enter into the proposed Franchise Agreement with FALCON VIDEO COMMUNICATIONS, L.P., locally known as CHARTER COMMUNICATIONS shall be considered and public testimony, if any, considered at public hearing to be held tonight.

RECOMMENDATION: Hold Public Hearing

LEGAL REVIEW: Ordinance prepared by City Attorney

FINANCIAL REVIEW: Franchisee shall pay to City during the term of this Franchise agreement, annually an amount equal to five percent (5%) of the Gross Revenues for each calendar year.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Draft Ordinance - Charter Communication Franchise Agreement

DRAFT ORDINANCE NO. _____

CITY OF UNION GAP, WASHINGTON AN ORDINANCE OF THE CITY OF UNION GAP, WASHINGTON, GRANTING FALCON VIDEO COMMUNICATIONS, L.P., locally known as CHARTER COMMUNICATIONS A NONEXCLUSIVE FRANCHISE TO CONSTRUCT OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF UNION GAP

An Ordinance granting a franchise (the "Franchise") to FALCON VIDEO COMMUNICATIONS, L.P., locally known as CHARTER COMMUNICATIONS, (hereinafter referred to as "Grantee"), to locate, construct, operate and maintain lines, poles, anchors, wires, cables, conduit, laterals, and other appurtenances, necessary and convenient to the provision of access to the Internet and Telecommunications service over, under, along and across all of Grantor's rights of way and public property in the City of Union Gap, Washington, and setting forth conditions accompanying the grant of Franchise; and,

WHEREAS, the Grantor duly fixed the time and place for hearing said application and due and timely notice of said hearing on such application was given pursuant to statute and ordinance, and hearing on said application having been held as prescribed by law, and the Grantor having been fully advised in the premises and having determined that it is in the public interest to grant such Franchise in the manner herein set forth; and,

WHEREAS, the City Council has determined that it is in the best interest of and consistent with the convenience and necessity of the City to grant a Franchise within the confines of the City to the Franchisee, and on the terms and conditions hereinafter set forth.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, as follows:

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the CITY of UNION GAP, WASHINGTON, hereinafter referred to as the "Grantor" and FALCON VIDEO COMMUNICATIONS, L.P., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. **Definitions:**

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. "Franchisee" means Grantee of rights under this Franchise ordinance or its lawful successor, transferee, or assignee.
- e. "Gross Revenues" means all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, franchise fee, or sales or utility taxes; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable state law.
- f. "Service Area" shall mean the geographic boundaries of the Grantor.
- g. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
- h. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** a. The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

b. Limited Rights. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Franchisee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise does not deprive the City of any powers, rights or privileges it now has, or may later acquire in the

future, to use, perform work on or to regulate the use of and to control the City's Rights-of-Way covered by this Franchise, including without limitation the right to perform work on its roadways, streets or appurtenant drainage facilities, water and waste water facilities and including constructing, altering, paving, widening, grading, or excavating such streets.

3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 14, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

4. **Use of the Streets and Dedicated Easements.**

~~a. — Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.~~

~~b. — The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.~~

~~c. — Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.~~

~~d. — Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.~~

a. Non-exclusive Grant: This grant for the use of all City Rights-of-Way is nonexclusive and does not establish priority for use over other franchise holders, permit holders and the City's own use of public property. Additionally, Franchisee shall respect rights and property of the City and other authorized users of the Rights-of-Way. Disputes between the Franchisee and other entities over the use of the Rights-of-Way shall first be submitted to the Mayor or Administrator of the City for possible resolution.

b. Interference with Persons and Improvements: The Franchisee's System shall be located, erected and maintained so that none of its facilities shall endanger or interfere with the lives of persons, or interfere with any improvements the City may deem proper to make, or unnecessarily hinder or obstruct the free use of Rights-of-Way or other public property. The City

shall have power at any time to order and require Franchisee to remove and abate any pole, wire, cable, or other structure that is dangerous to life or property, and in case Franchisee, after notice, fails or refuses to act 'Within a reasonable time, the City shall have the power to remove or abate the same at the expense of the Franchisee.

c. Relocation of the Facilities: Franchisee shall continuously provide the City a current map of the location of Franchisee's facilities within the City. In the event that at any time during the period of this Franchise the City shall elect to alter or change the grade of any Right-of-Way, the Franchisee, upon reasonable notice by the City, shall begin removing and/or relocating as necessary, its poles, wires, cables, underground conduits, manholes and other fixtures at the Franchisee's expense, provided, if Franchisee's wires, cable, or other fixtures are placed within or attached to conduit, poles, or appliances owned or maintained by others, such as utility poles of a public utility pursuant to a pole attachment agreement, Franchisee shall undertake such removal or relocation in cooperation with the public utility. If Franchisee fails or refuses to act within thirty days (30), of notice from the City, the City shall have the power to remove or abate the same at the expense of the Franchisee.

d. Interference with utilities: The Franchisee with the consent of the Public Works Director shall place poles, equipment or other fixtures in such a manner that does not unreasonably interfere with existing gas, electric or telephone facilities, traffic control signalization, street lights, fire alarm lines or communications lines, or obstruct or hinder in any manner the various utilities serving the residents of the City.

e. Additional Easements: If additional private easements are necessary it shall be the Franchisee's responsibility to secure the same. The grant of this Franchise is limited to the City's control of its Rights-of- Way and does not extend to any other public or private property.

f. Cooperation with Building Movers: The Franchisee shall, at the request of any person holding a building-moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Franchisee shall have the authority to require such payment from such person in advance. Unless otherwise agreed, the Franchisee shall be given not less than fourteen (14) calendar days advance notice to arrange for such temporary wire changes.

g. Construction and Maintenance, Excavation:

1. The route of any underground portions of the system shall be subject to review and approval by the City. Engineering plans for construction in Rights-of-Way shall be submitted to the City prior to construction.

2. Except in an emergency, the Franchisee shall comply with generally applicable City ordinances, policies and rules pertaining to notification when excavating pavement in any Right-of-Way.

h. Coordination of Placement of Manholes: The Franchisee shall coordinate the placement of its manholes, if any, with the affected City Departments.

i. Movement of Facilities during Emergencies: During emergencies, the City may move the Franchisee's Facilities, but shall first make reasonable attempts to notify the Franchisee.

j. Payment of the City's Locate Costs: The Franchisee shall only pay for the City's locate costs that specifically relate to the Franchisee and so long as those costs are not already included in the permit fees. The Franchisee shall be required to obtain verifiable locates prior to any digging, trenching or excavation.

k. Acquisition of Facilities: Upon the Franchisee's acquisition of Facilities in any Right-of-Way, or upon the addition or annexation of any area in which the Franchisee owns or operates any Facility, the Franchisee shall, at the City's request, submit to the City a statement describing all Facilities involved, whether authorized by the Franchise, permit, license or other prior right, and specifying the location of all such Facilities to the extent the Franchisee has possession of such information. Such Facilities shall immediately be subject to the terms of this Franchise.

l. Discontinuing Use of Facilities: Whenever the Franchisee intends to discontinue using any Facility within the Rights-of-Way, the Franchisee shall submit for the City's approval a complete description of the Facility and the date on which the Franchisee intends to discontinue using the Facility. The Franchisee may remove the Facility or request that the City permit it to remain in place. Notwithstanding the Franchisee's request that any such Facility remain in place, the City may require the Franchisee to remove the Facility from the Right-of-Way or modify the Facility as a condition of its remaining in place to protect the public health, welfare, safety or convenience, or otherwise serve, the public interest. The Franchisee shall complete such removal or modification in accordance with a schedule to be mutually agreed upon but in no event shall Franchisee fail to remove said facility within ninety (90) days of written demand by the City. Until such time as the Franchisee removes or modifies the Facility, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, the Franchisee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the Facility were in active use, and the Franchisee shall retain all liability for such Facility.

m. Hazardous Substances:

1. The Franchisee shall comply with all applicable local, state and federal laws, statutes, regulations, ordinances and orders concerning hazardous substances relating to the Franchisee's System in the Rights-of-Way.

2. The Franchisee shall maintain and inspect its System located in the Rights-of-Way. At any time, the City may inspect the Franchisee's Facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to the Franchisee's System. In removing or modifying the Franchisee's Facilities as provided in this Franchise, the Franchisee shall also remove and properly dispose of all residues of hazardous substances related thereto.

3. The Franchisee shall indemnify and hold the City harmless against any and all liability, claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances caused by the Franchisee's System in the Rights-of-Way.

n. Completion of Work by the City: On failure of the Franchisee to commence, pursue or complete any work required by law or by the provisions of this Franchise or any applicable permit to be done in any Right-of-Way, within the time prescribed and to the satisfaction of the City, the City may at its discretion cause the work to be done. The Franchisee shall pay to the City the reasonable costs of the work in the itemized amount reported by the City to the Franchisee within thirty (30) days after receipt of the itemized report.

4. Joint Use of Poles, Trenches, and Conduits

a. The Franchisee may be required to attach its wires to poles owned and maintained by another person or entity, or to permit the wires of another person or entity to be attached to the poles owned by the Franchisee, upon reasonable terms and for just compensation. All of the Franchisee's requirements pertaining thereto must be in accordance with applicable law.

b. Lines shall be located on poles in compliance with applicable safety standards and shall not interfere with the erection, replacement, operation, repair, or maintenance of the wires and appurtenances of the persons or entities occupying the poles.

c. The Franchisee may be required by the City to share trench space with another person or entity for the placement of facilities underground. Compensation to the Franchisee as well as terms of sharing trench space shall be resolved between the affected entities. Ducts, cables, or wires shall be placed in trenches in compliance with applicable safety standards and, pursuant to the space allocation plan of the City.

5. Changes for Governmental Purposes

a. Whenever by reason of changes in the grade of any Right-of-Way or in the location or manner of construction any water pipe, gas pipe, sewer or other underground or overhead structure for any governmental purpose whatsoever, it shall be deemed necessary by the Director of Public Works of the City to remove, alter, change, adapt, or conform the underground or overhead facilities of the Franchisee, such alterations or changes shall be made as soon as practicable by the Franchisee and begin within ninety (90) days of notice from the City, without claim for reimbursement or damages against the City; provided, however, if said requirements impose a financial hardship upon the Franchisee, the Franchisee shall have the right to present alternative proposals for the City's consideration, provided, further if Franchisee's wires, cable, or other fixtures are placed within or attached to poles, conduits, or appliances owned or maintained by others, such as utility poles of a public utility pursuant to a pole attachment agreement, Franchisee shall undertake such removal, alteration, change or adaption in cooperation with the public utility. Except for Franchise revocation or termination or System abandonment, the City shall not require Franchisee to remove its facilities entirely from a Right-of-Way unless suitable alternatives are available for relocation at a reasonable cost. If Franchisee fails or refuses to begin such alterations or changes within such ninety (90) day period the City

shall have the power to remove or abate the same at the expense of the Franchisee, all without compensation or liability for damages to the Franchisee.

b. In cases of emergency the City may require relocation of the Franchisee's facilities at the Franchisee's expense in the event the emergency creates an immediate threat to the public safety, health and welfare.

5. Maintenance of the System.

~~a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor~~

~~b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.~~

a. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.

b. Standards The Franchisee's System constructed within the City shall comply with all applicable federal, state and local laws.

c. Tree Trimming and Removal To the extent permitted by law, the Franchisee shall have the authority after obtaining any consent legally required from any affected property owner to trim trees or other natural growth overhanging any of its Cable System in the City so as to prevent branches from coming in contact with the Franchisee's wires, cables, or other equipment. The Franchisee shall reasonably compensate the City or property owner for any damages caused by such trimming, or shall, at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction, operation or maintenance of the System. The Franchisee shall make reasonable efforts not to harm such trees or shrubs. Any pruning or removal of trees or shrubs in the City shall comply with practices outlined in the American National Standards Institute, Inc., (ANSI) Tree Care Operations - Tree, Shrub, and Other Woody Plant Maintenance Standard Practices and with City Code provisions, including licensing and permitting provisions, and shall be done by a qualified, professional arborist.

d. Inspection The City shall have the right, but not a duty, to inspect all construction and installation work performed by the Franchisee pursuant to this Franchise as it shall find necessary to ensure compliance by the Franchisee. Such inspection shall be in accordance with the provisions of this Franchise.

e. Restoration of City Property The Franchisee at its own cost and expense and in the manner approved by the City shall replace and restore all City property, including Right-of-Way, which is disturbed by the Franchisee's construction, installation, maintenance or operation of its Facilities, in accordance with the City's Design Standards and Standard Construction Specifications. Nothing herein shall prevent the City from charging the Franchisee its usual and customary fees of general applicability for inspection of such restoration or replacement work.

The Franchisee shall be solely responsible for protecting the public health, safety and welfare on such City property from the time of disturbance until proper restoration. Failure of the Franchisee to replace or restore such City property within a reasonable time period after written notification by the City shall entitle the City to cause the proper restoration to be made at the Franchisee's expense. The Franchisee shall pay to the City the cost thereof, in the itemized amounts reported by the City to the Franchisee, within 30 days after receipt of such itemized report. Such payment shall not excuse a breach of the Franchise caused by the Franchisee's failure to commence, pursue or complete the required work.

f. Restoration of Property Whenever the Franchisee shall cause or any person acting on its behalf shall cause any disturbance, injury or damage to any private property or City property by or because of the installation, maintenance or operation of its Facilities, such disturbance, injury or damage shall be remedied fully by the Franchisee at its expense. Further, the Franchisee shall, at its own cost and expense, replace and restore the respective property in accordance with the City's Design Standards and Standard Construction Specifications within a reasonable time of the disturbance, injury or damage.

g. Construction Necessary For Operation Subject to applicable laws, regulations and ordinances of the City and the provisions of this Franchise, the Franchisee may perform all construction necessary for the operation of its System. All construction and maintenance of any and all Facilities within the Right-of-Way incident to the Franchisee's Cable System shall, regardless of who performs the construction, be and remain the Franchisee's responsibility.

h. Joint Trenching and Boring The Franchisee may make excavations in the Rights-of-Way for any Facility needed for the maintenance or extension of the Franchisee. Prior to doing such work, the Franchisee shall give appropriate notice to the City and the notification association in accordance with applicable law (namely the Inland Empire Utility Notification Center). When obtaining a permit, the Franchisee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, the Franchisee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of street cuts within the City. If the Franchisee reasonably anticipates that trenching will encounter tree roots, the Franchisee shall consult with the City prior to trenching.

i. Emergency Repairs In the event that emergency repairs are necessary to any part of its System, the Franchisee shall immediately notify the City of the need for such repairs. The Franchisee may initiate such emergency repairs, and shall apply for appropriate permits within seventy-two (72) hours after discovery of the emergency. The Franchisee shall comply with all applicable City regulations relating to such excavations or construction, including the payment of permits or license fees, and shall reimburse the City for any damage to City utilities as a result of the emergency repairs. Likewise, in the event emergency repairs are necessary to any underground municipal utility to ameliorate a serious risk to the public health and/or safety, if the City knows or has reason to believe part of Franchisee's system is buried in the area which is to be excavated, the City shall immediately notify Franchisee of the City's intent to excavate. Such notification shall be done in such manner as may be reasonably calculated under the circumstances of the emergency to provide Franchisee with an opportunity to identify the

location of any part of its system buried within the proposed excavation site. If the City then damages the system while making the emergency excavation, so long as its actions are not wanton, the City and its officers, employees, and contractor shall have no liability for the damage.

j. Location of Facilities The Franchisee shall be a member of the Inland Empire Utility Notification Center as soon as underground assets are in place. After any City department, franchisee, licensee, permittee notifies the Franchisee of a proposed street excavation, in accordance with the rules applicable to such a member, the Franchisee shall, at the Franchisee's expense:

1. Mark on the surface all of its locatable underground Facilities within the area of the proposed excavation;

2. Notify the excavator of any unlocatable underground Facilities in the area of the proposed excavation; or

3. Notify the excavator that the Franchisee does not have any underground Facilities in the vicinity of the proposed excavation.

k. Restoration of Streets If the Franchisee excavates the surface of any Right-of-Way, the Franchisee shall be responsible for restoration of the Right-of-Way in accordance with generally applicable specifications and regulations of the City. The City may, after providing notice to the Franchisee, resurface any opening made by the Franchisee in the Right-of-Way, and the expense thereof shall be paid by the Franchisee. The City may, after providing notice to the Franchisee, remove and/or repair any work done by the Franchisee which, in the determination of the City, is inadequate or unsatisfactory. The cost thereof, including the costs of inspection and supervision, shall be paid by the Franchisee. All of the Franchisee's work under this Franchise, and this Section, in particular shall be performed and completed in strict compliance with all generally applicable rules, regulations and ordinances of the City.

l. Reservation of City Rights Nothing in this Franchise shall prevent the City from constructing or establishing any public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of the Franchisee's System. However, if any of the Franchisee's System unreasonably interferes with the construction, maintenance or repair of any public improvement, the Franchisee's System shall be removed or replaced.

Any and all such removal or replacement shall be at the expense of the Franchisee. Should the Franchisee fail to remove, adjust or relocate its Facilities by the date established by the City's written notice to the Franchisee, the City may affect such removal, adjustment or relocation, and the expense thereof shall be paid by the Franchisee.

m. Building Codes

1. The Franchisee shall strictly adhere to all building and zoning codes currently or hereafter in effect. The Franchisee shall arrange its lines, cables, and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with

the use of said public or private property by any person. In the event of such interference, the City may require the removal or relocation of the Franchisee's lines, cables, and other appurtenances from the property in question.

2. All plans for aerial crossings near existing or proposed traffic signals, signs, flashers, or other traffic control devices shall be submitted to the City for approval. No crossings shall be permitted that obstruct traffic signals or other official traffic control devices.

n. Underground and Overhead Construction

1. Preference for underground Installation. In all sections of the City where the cables, wires, utilities or other like facilities are placed underground, the Franchisee shall place its wires, or other like facilities underground. If at any time the City determines that existing wires, cables, utilities or other like facilities anywhere in the City shall be changed from an overhead to an underground installation, the Franchisee shall, convert its facilities to an underground installation. If Franchisee's wire, cable, utilities or other facilities are to be placed underground in a common trench or bore shared by others, Franchisee shall share equally the expense of the trenching and/or boring in proportion to the number of joint users. The Franchisee shall pay for all cable, wire conduit, or facilities installed for Franchisee's own use. If the Franchisee owns the aerial supporting structures, the additional incremental cost of undergrounding compared to aerial allocation will be paid by the City. Where no overhead poles exist, all wires and facilities shall be constructed underground.

2. Overhead. In areas of the City where electrical or telephone systems are installed on poles above ground, the Franchisee shall have the option of installing its System in like manner above ground or, alternatively, underground.

o. Rights-of-Way Occupancy

1. Nothing in this Franchise shall give the Franchisee the right to attach its Cable System to structures or poles owned by the City without consent of the City.

2. The Franchisee shall:

(a) Locate and install all transmission lines, equipment and structures so as to cause minimum interference with the rights and reasonable convenience of property owners;

(b) Keep and maintain all transmission lines, equipment and structures in a safe condition, and in good order and repair;

(d) Place any fixtures in any Right-of-Way in such manner as not to interfere with the usual travel of the Right-of-Way or cause unsafe conditions of any sort;

(e) Submit a traffic control plan to the City for approval and receive such approval at least 48 hours prior to commencing construction except in the case of emergency. Such traffic control plan shall be available for public inspection on the construction site at all times; and

(f) Notify adjacent property owners, businesses, residents, and others specified by the City prior to construction and major maintenance projects.

3. The Franchisee shall not make street cuts or curb cuts unless absolutely necessary, and only after a permit has been obtained from the City under such conditions as the City shall in its sole discretion determine.

4. Before beginning any excavation or other construction activity on a Right-of-Way which crosses or abuts any private property, the Franchisee shall clearly mark and delineate with flags, stakes or non-polluting water-soluble spray paint the boundaries of that Right-of-Way where it abuts or crosses the private property. After such excavation or other construction activity, the Franchisee shall restore such property to not less than the City's standards.

5. The Franchisee shall locate, mark and map any of its installed System for the City at no expense to the City. The Franchisee shall install underground warning tape with a metallic tracer at least twelve (12) inches above all feeder and trunk lines and above all fiber optic cable.

p. Stop Work

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

q. Franchisee's Contractors The Franchisee and its contractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements for any contractors working in the Rights-of-Way. Any act or omission of any contractor of the Franchisee which violates any provision of this Franchise shall be considered an act or omission of the Franchisee for the purposes of this Franchise.

r. Private Property Except in the case of an emergency involving public safety or service interruption to a large number of subscribers, the Franchisee shall give reasonable notice to the property owners or legal tenants prior to entering upon any private premises, and said notice shall specify the work to be performed; provided that in the case of construction operations, such notice shall be delivered or provided at least forty-eight (48) hours prior to entry. If any damage is caused by any Franchisee activity or omission, the Franchisee shall reimburse the property owner one hundred percent (100%) of the cost of the damage or replace the damaged property. In the case of an emergency, the Franchisee shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made.

6. Service.

a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having

legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 11 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. Insurance/Indemnity.

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. Revocation.

- a. ~~Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.~~
- b. ~~At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.~~
- e. ~~Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.~~

a. In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right (after notice and the opportunity to cure as provided by Subsection C, below) to forfeit and terminate the Franchise and all rights and privileges of the Franchisee hereunder in the event of a material breach of this Franchise's terms and conditions. A material breach by Franchisee shall include, but shall not be limited to the following:

1. Violation of any material provision of the Franchise or any material rule, order, regulation or determination of the City Council made pursuant to the Franchise;

2. Attempt to evade any material provision of the Franchise or practice any fraud or deceit upon the City;

3. The Franchisee abandons the system or terminates the system's operations;

b. The foregoing shall not constitute a breach if the violation occurs but it is without fault of the Franchisee. The Franchisee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

c. The City shall make a written demand that the Franchisee comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by the Franchisee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City Council may appoint a hearing examiner to take under consideration the issue of termination of the Franchise. The City shall cause to be served upon the Franchisee, at least twenty (20) days prior to the date of such hearing, a written notice of intent to request such termination and the time and place of the hearing. Public notice shall be given of the hearing and issue(s) which the City Council or hearing examiner is to consider.

d. The City Council or hearing examiner, if appointed, shall hear and consider the issue(s) and hear any person interested therein, and determine in its discretion, whether or not any violation by the Franchisee has occurred. The Franchisee shall be entitled to participate fully in the hearing process, including a presentation of evidence and questioning of witnesses, so that the record will include all information pertaining to the alleged violation.

e. If the City Council or hearing examiner, if appointed, shall determine the violation by the Franchisee was the fault of the Franchisee and within its control, the City Council or hearing examiner, if appointed, shall determine if the violation can be cured. If the violation cannot be cured, the Franchise may be forfeited or terminated. If the violation can be cured, the City Council or hearing examiner, if appointed, shall specify the action or actions to be taken by the Franchisee to cure the violation and set a compliance date. If there is no compliance within the period stated, then the City Council may terminate the Franchise. Such determination shall be subject to judicial review.

f. Foreclosure

Upon the foreclosure or other judicial sale of all or a substantial part of the System, or upon the termination of any lease covering all or a substantial part of the System, the Franchisee shall notify the City of such fact, and such notification shall be treated as a notification that a change in control of the Franchisee has taken place, and the provisions of this Franchise governing the consent of the City Council to such change in control of the Franchisee shall apply.

g. Receivership

The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver, or trustee, to take over and conduct the business of the Franchisee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

A. Within one hundred twenty (120) days after the election or appointment of a receiver or trustee, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults hereunder; and,

B. Such receiver or trustee, within said one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

h. Bankruptcy

The City shall have the right to cancel this Franchise immediately should the Franchisee liquidate, become insolvent, make a transfer for the benefit of creditors, or reorganize and enter into an arrangement for the benefit of creditors or file a voluntary petition in bankruptcy; or an involuntary petition in bankruptcy is filed against the Franchisee and is not dismissed within one hundred twenty (120) days after the filing.

i. Removal of System

At the expiration of the term for which this Franchise has been granted, or upon its lawful termination or revocation as provided herein, the Franchisee shall forthwith, upon notice by the City, remove at the Franchisee's own expense all designated portions of the System from all Rights-of-Way within the City, and shall restore said Rights-of-Way in accordance with the City's Design Standards and Standard Construction Specifications; provided, however, the Franchisee shall have the right to sell its physical plant to a subsequent franchisee, subject to City approval as provided in Article IV, Section 2, in which case said plant need not be removed and the Franchisee shall continue to operate the System during such interim period prior to the sale. If the Franchisee fails to commence removing or operating its Facilities within thirty (30) days of request and proceeds diligently with the removal, the City may perform the work at the Franchisee's expense. Any property of the Franchisee remaining in place in any Right-of-Way one hundred eighty (180) days after the expiration, termination or revocation of this Franchise shall be considered permanently abandoned and may become the property of the City at the City's discretion.

9. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome

than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

10. **Confidentiality**. If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential to any person.

11. **Notices, Miscellaneous**.

a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: _____

E-mail: _____

Grantee: Director, Government Affairs
Charter Communications
222 NE Park Plaza Drive, #231
Vancouver, WA 98684

Copy to: Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

12. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

13. Franchise Fee.

- a. In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Cable system within the Franchise area the Franchisee shall pay to City during the term of this Franchise annually an amount equal to ~~four~~ five percent (45%) of the Gross Revenues for such calendar year, transmitted by electronic funds transfer to a bank account designated by Grantor.
- b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

14. Waivers

a. The failure of the City on one or more occasions to exercise a right or to require compliance or performance under this Franchise, or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City, nor shall it excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the City.

b. No waiver by the City of any breach or violation of any provision of this Franchise or any ordinance shall be deemed to be a waiver or a continuing waiver by the City of any subsequent breach or violation of the same or any other provision. Neither the granting of the Franchise, nor any provision herein, nor any action by the City hereunder shall constitute a waiver of or a bar to the exercise of any governmental right or power of the City, as provided for under state and federal law, including without limitation the right of eminent domain.

c. No waiver of any provisions of this Franchise by the City shall be effective unless authorized in writing by the City.

15. **Police Powers**

In accepting this Franchise, the Franchisee acknowledges that its rights hereunder are subject to the police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public, and the Franchisee agrees to comply with all generally applicable laws and ordinances enacted by the City pursuant to such power that do not alter the Franchisee's material obligations under this Agreement.

Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City' police powers shall be resolved in favor of the latter, except that any such exercise that is not of general application in the jurisdiction or applies specifically to the Franchisee or which contains provisions inconsistent with this Franchise shall prevail only if upon such exercise, the City finds an emergency exists constituting a danger to health, safety, property or general welfare or such exercise is mandated by law.

16. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on _____, 2024 unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

17. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this ____ day of _____, 2014

CITY OF UNION GAP, WASHINGTON

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 2014, subject to applicable federal, state and local law.

Falcon Video Communications, L.P., I/k/a Charter
Communication

Signature: _____

Name/Title: _____

Date: _____



City Council Communication

Meeting Date: October 27, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution - Appoint TRANS-Action Voting Delegate and Alternates

SYNOPSIS: TRANS-Action is a group of elected officials, local business owners, non-profit organizations, upper valley cities, Yakima County and state officials. The main focus is encouraging economic vitality for the Upper Yakima County Region through transportation system improvements.

TRANS-Action members provide education, outreach and technical support locally, and in Olympia and Washington D.C., meeting with our local and state legislators to education them on our priority transportation projects. Appointment of one (1) voting elected official delegate & two (2) alternates to the TRANS-Action Committee is requested.

RECOMMENDATION: Adopt a Resolution appointing _____ to serve on TRANS-Action as the City of Union Gap's elected delegate and appointing _____, and _____ to serve as alternates.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: Current Voting Delegate is Dennis Henne and Alternate is shared by Roger Wentz & Dan Olson.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution No.
2. TRANS-Action *2015 Voting Delegate & Alternate* form

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** appointing _____ to serve on TRANS-Action as the City of Union Gap's elected delegate and appointing _____, and _____ to serve as alternates.

WHEREAS, TRANS-Action is a group of business owners and non-profit organizations and a elected officials from upper Yakima Valley cities, Yakima County, and State government, whose focus is to encourage economic vitality for the upper Yakima County region through transportation system improvements;

WHEREAS, the City of Union Gap, can appoint on elected official to serve as a voting member on TRANS-Action and can appoint two alternates;

WHEREAS, Dennis Henne has been serving as the City of Union Gap's appointed delegate with Roger Wentz and Dan Olson serving as alternates:

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

Section 1. The Council hereby appoints _____ to serve on TRANS-Action as the City of Union Gap's elected delegate.

Section 2. The Council hereby appoints _____, and _____ to serve as alternates.

PASSED this 27th day of October, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



2015 Voting Delegate & Alternate

Agency/Organization: _____

	Name	Title	email
Voting Delegate			
Alternate			

Please return with 2015 Dues Payment to:

TRANS-Action c/o YVCOG 311 N 4 th Street, Suite 202 Yakima, WA 98901
--

Or email to: alan.adolf@co.yakima.wa.us



City Council Communication

Meeting Date: October 27, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: 3-Party Wholesale Service Agreement - Wastewater Treatment

SYNOPSIS: This Agreement supersedes the Agreement for Wastewater Treatment and Disposal Service known as the Four Party Agreement as entered into by the Parties and Yakima County on February 23, 1976 and all seven (7) amendments thereto. Terrace Heights Sewer District, Union Gap, and the City of Yakima have been working over two (2) years in order to combine all Four Party amendments into one document.

Steve DiJulio, Attorney FOSTER PEPPER PLLC and Ted Pooler, P.E. Huibregtse, Louman Associates, Inc are scheduled to attend the November 3, 2014, PW&CD Council Committee meeting to discuss and answer questions regarding this final, 3-Party agreement.

RECOMMENDATION: Review 3-Party agreement and prepare any comments or questions for the November 3, 2014 committee meeting.

LEGAL REVIEW: Steve DiJulio, Attorney FOSTER PEPPER PLLC

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Draft 3-Party Wholesale Service Agreement

3-PARTY WHOLESALE SERVICE AGREEMENT

City of Yakima, City of Union Gap and Terrace Heights Sewer District

Agreement For Wholesale Wastewater Treatment And Disposal Service

This 3-Party Wholesale Service Agreement (“Agreement”) is entered into this XX day of XXXX, 2014, and becomes effective January 1, 2015, by and between the City of Yakima (“City”), a Washington municipal corporation, the City of Union Gap (“Union Gap”), a municipal corporation, and the Terrace Heights Sewer District (“Terrace Heights”), a Washington quasi-municipal corporation. The City, Union Gap and Terrace Heights are sometimes referenced individually in this Agreement as “Party” and collectively as “Parties.” Further, Union Gap and Terrace Heights are sometimes referenced in this Agreement as “Wholesale Users.”

The purpose of this Agreement is to establish the terms and conditions for the City’s provision of wholesale wastewater treatment and disposal service from the City’s Regional Wastewater Treatment Plant to the Wholesale Users.

This Agreement supersedes the Agreement for Wastewater Treatment and Disposal Service known as the Four Party Agreement as entered into by the Parties and Yakima County on February 23, 1976 and all amendments thereto; the Settlement Agreement among the City, Union Gap and Terrace Heights executed on August 19, 1997; the Special Agreement between the City and Terrace Heights executed on June 27, 2000; the Special Agreement between the City and Union Gap executed on July 10, 2000; the Special Agreement between the City and Terrace Heights executed on September 20, 2006; the Special Agreement among the City, Terrace Heights and the City of Moxee executed on September 20, 2006; the Special Agreement between the City and Union Gap executed on September 25, 2006; and the Special Agreement among the City, Yakima County, Terrace Heights, Union Gap and the City of Moxee executed on October 10, 2006.

Any Party’s provision of wastewater service to retail customers outside its respective city limits but within its urban growth area, or in the case of Terrace Heights its designated service territory, shall be in accordance with the Growth Management Act, chapter 36.70A RCW, and the related requirements of Yakima County.

Table of Contents

	<u>Page</u>
1.0	DEFINITIONS 1
1.1	Asset Management..... 1
1.2	Asset Value 1
1.3	Biochemical Oxygen Demand (BOD)..... 1
1.4	Capacity Allocation..... 1
1.5	Capital Costs and Expenses 1
1.6	Capital Improvement Projects (CIP)..... 1
1.7	CIP Charge Calculation 1
1.8	Clean Water Act..... 1
1.9	Comprehensive Plans..... 1
1.10	Control Authority..... 1
1.11	Depreciation 2
1.12	Ecology 2
1.13	Extra-Jurisdictional Customer..... 2
1.14	Industrial User..... 2
1.15	Industrial Waste or IW..... 2
1.16	Minor Industrial User (MIU) 2
1.17	Publicly Owned Treatment Works (POTW)..... 2
1.18	Pretreatment Charge 2
1.19	Pretreatment Program 2
1.20	Pretreatment Requirement..... 2
1.21	Pretreatment Standard..... 2
1.22	Pumping Capacity Allocation 2
1.23	Pumping Rate Calculation 2
1.24	Repair/Replacement Charge 2
1.25	Repair/Replacement Projects..... 3
1.26	Significant Industrial User (SIU)..... 3
1.27	Treatment Capacity Allocation 3
1.28	Treatment Rate..... 3
1.29	Treatment Rate Calculation 3
1.30	Unmetered Flows 4
1.31	Urban Growth Area..... 4
1.32	Wastewater Facilities 4
1.33	Wastewater Treatment Plant (WWTP) 4
1.34	Wholesale User..... 4
1.35	YMC..... 4
2.0	CAPACITY ALLOCATION 4
2.1	The City Owns the Wastewater Facilities..... 4
2.2	Capacity Allocation..... 4
2.3	Wastewater Facilities Expansion 5
2.4	Temporary Increase..... 5
2.5	Effect of Termination upon Capacity Allocation..... 6

3.0	SAMPLING AND TESTING	6
3.1	Testing of Influent	6
3.2	Sampling	6
3.3	Split Sampling.....	7
3.4	Testing	7
3.5	Notification of Sampling Results.....	7
3.6	Sampling and Testing Costs	7
4.0	RATE AND CHARGE CALCULATIONS.....	7
4.1	Rates and Charges.....	7
4.2	Treatment Rate Calculation	7
4.3	CIP Rate Calculation	8
4.4	Repair/Replacement Charges.....	9
4.5	Pumping Rate Calculation	9
4.6	Rate Schedule	9
4.7	Corrosion and Odor Control Charges	10
4.8	Calculation of Monthly Billing.....	10
4.9	Calibration and Reporting.....	11
4.10	Unmetered Flows	11
4.11	Acquisition or Operation by Other Entity.....	12
5.0	QUARTERLY MEETINGS	12
6.0	UTILITY TAXES	12
7.0	PRETREATMENT PROGRAM.....	12
7.1	Purpose.....	12
7.2	Objectives	13
7.3	Control Authority.....	13
7.4	Enforcement.....	14
7.5	Right of Entry	14
7.6	Duties and Responsibilities.....	15
7.7	Annual Pretreatment Report	18
7.8	Pretreatment Costs	19
8.0	INFILTRATION AND INFLOW EVALUATION	19
8.1	Infiltration and inflow Evaluation.....	19
9.0	INDUSTRIAL WASTE COLLECTION SYSTEM	19
9.1	City's Urban Growth Area.....	19
9.2	Designated Users	19
9.3	Outside Utility Agreement.....	20
9.4	Terrace Heights' Users	20
9.5	Outside the City's Urban Growth Area.....	20

10.0	EXTRA-JURISDICTIONAL CUSTOMERS	20
10.1	City of Moxee	20
10.2	Agreement Required	20
10.3	Extra-Jurisdictional Customer Requirements	21
10.4	No Capacity Allocation	21
11.0	CORROSION AND ODOR CONTROL	21
11.1	Force Mains	21
11.2	Damages.....	21
12.0	DISPUTE RESOLUTION	21
12.1	Mediation	22
12.2	Litigation/Other	22
13.0	EMERGENCY ACTIONS.....	22
14.0	TERMINATION OF SERVICE.....	22
14.1	Termination for Cause - Procedures	22
14.2	Termination for Cause - Grounds	23
14.3	Withdrawal of Wholesale User from Agreement	23
14.4	Conditions of Service upon Termination of Agreement.....	23
15.0	INDEMNIFICATION	24
15.1	Indemnification of City by Wholesale Users.....	24
15.2	Indemnification of Wholesale Users by City.....	24
15.3	Indemnification of Wholesale Users by Each Other.....	25
16.0	GENERAL PROVISIONS.....	25
16.1	Severability	25
16.2	Binding Effect.....	25
16.3	Governing Law	25
16.4	Force Majeure	25
16.5	Non-Waiver	25
16.6	No Third-Party Beneficiary	25
16.7	Litigation.....	25
16.8	Modification of Agreement	26
16.9	Entirety.....	26
17.0	EFFECTIVE DATE AND TERM OF AGREEMENT	26
17.1	Effective Date; Expiration	26
17.2	Extension	26

WASTEWATER TREATMENT AND DISPOSAL

1.0 DEFINITIONS

The following definitions shall apply to this Agreement, unless specifically provided otherwise herein.

- 1.1 **Asset Management**: “Asset Management” is a systematic process of operating, maintaining, and upgrading assets cost-effectively.
- 1.2 **Asset Value**: “Asset Value” is the value of an entity as a whole, or individual pieces of equipment less the value of depreciation.
- 1.3 **Biochemical Oxygen Demand (BOD)**: “BOD” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five days at twenty degrees centigrade, expressed in milligrams per liter (mg/L).
- 1.4 **Capacity Allocation**: “Capacity Allocation” is the percentage of the Wastewater Facilities’ design capacity that a Wholesale User is authorized by this Agreement to utilize. A Capacity Allocation does not convey ownership interest in any Wastewater Facilities.
- 1.5 **Capital Costs and Expenses**: “Capital Costs and Expenses” means Wastewater Facilities costs for capital facilities, which costs shall include but are not limited to loan repayment, debt service, cash used for capital improvement, and capital facility assessments.
- 1.6 **Capital Improvement Projects (CIP)**: “Capital Improvement Projects” are projects undertaken for new Wastewater Facilities construction improvements, permit requirements, and process changes to meet regulatory mandates, including future growth and capacity requirements.
- 1.7 **CIP Charge Calculation**: “CIP Charge Calculation” is based on funds transferred into Wastewater Facility Project Fund 478 by the City each year for capital improvements of the WWTP. Funds include cash, wastewater connection charge revenue, and debt service for loans and/or bonds. Each Party is responsible for paying its pro-rata share of the total amount transferred into this fund.
- 1.8 **Clean Water Act**: The Federal Water Pollution Control Act of 1972, as amended, 33 U.S.C. §1251 *et seq.*
- 1.9 **Comprehensive Plans**: “Comprehensive Plans” mean those comprehensive, utility, or facility plans adopted by the Parties under state law.
- 1.10 **Control Authority**: “Control Authority” has the meaning set forth in 40 CFR 403.3(f) and is the entity directly administering and enforcing pretreatment standards and requirements for individual Industrial Users.

- 1.11 **Depreciation**: “Depreciation” is the decrease in value of assets over a period of time due to wear and tear and/or age.
- 1.12 **Ecology**: “Ecology” is the Washington State Department of Ecology and any successor agency for purposes of the Clean Water Act.
- 1.13 **Extra-Jurisdictional Customer**: “Extra-Jurisdictional Customer” means a retail customer that discharges sanitary and/or process wastewater to the City through the wastewater collection system of a Wholesale User. An Extra-Jurisdictional Customer is not granted any Capacity Allocation.
- 1.14 **Industrial User**: “Industrial User” is defined as set forth in chapter 7.65 of the Yakima Municipal Code, as it may be amended from time to time.
- 1.15 **Industrial Waste or IW**: “Industrial Waste” or “IW” is defined as set forth in chapter 7.65 of the Yakima Municipal Code, as it may be amended from time to time.
- 1.16 **Minor Industrial User (MIU)**: “Minor Industrial User (MIU)” is defined as set forth in chapter 7.65 of the Yakima Municipal Code, as it may be amended from time to time.
- 1.17 **Publicly Owned Treatment Works (POTW)**: “Publicly Owned Treatment Works (POTW)” is defined as set forth in chapter 7.65 of the Yakima Municipal Code, as it may be amended from time to time.
- 1.18 **Pretreatment Charge**: “Pretreatment Charge” means the actual cost incurred by the City for any pretreatment activities conducted in enforcing the Pretreatment Standards on discharges to the POTW from Union Gap and Terrace Heights.
- 1.19 **Pretreatment Program**: “Pretreatment Program” means a program authorized and delegated by the State and administered by a POTW which meets the criteria established in accordance with 40 CFR 403.8 and 403.9.
- 1.20 **Pretreatment Requirement**: “Pretreatment Requirement” means any substantive or procedural requirement to pretreatment other than a pretreatment standard.
- 1.21 **Pretreatment Standard**: “Pretreatment Standard” means discharge standards, categorical pretreatment standards and local limits.
- 1.22 **Pumping Capacity Allocation**: “Pumping Capacity Allocation” means an interest and right to discharge a predetermined capacity allocation of wastewater into the Rudkin Road Lift Station. It does not convey an ownership interest in any Wastewater Facilities.
- 1.23 **Pumping Rate Calculation**: “Pumping Rate Calculation (Pumping O&M Costs)” means the costs associated with the proper conveyance of wastewater through the Rudkin Road Lift Station to the WWTP.
- 1.24 **Repair/Replacement Charge**: “Repair/Replacement Charge” means the annual costs associated in funding the repair and replacement of existing facilities at the

City's Wastewater Treatment Plant. Union Gap shall in addition, have a Repair/Replacement Charge associated with the repair and replacement of the Rudkin Road Lift Station.

- 1.25 Repair/Replacement Projects:** "Repair/Replacement Projects" means work conducted in the repair and/or replacement of any of the City's wastewater equipment or facilities associated with providing service to the Wholesale Customers that are parties to this Agreement.
- 1.26 Significant Industrial User (SIU):** "Significant Industrial User (SIU)" means a nondomestic user of the POTW who:
- a. Is subject to categorical pretreatment standards; or
 - b. Discharges an average of twenty-five thousand gallons per day or more of process wastewater to the POTW (excluding domestic wastewater and noncontact cooling water); or
 - c. Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - d. Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

Upon a finding that a nondomestic user meeting the criteria of subsection b, c, or d of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from a nondomestic user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

- 1.27 Treatment Capacity Allocation:** "Treatment Capacity Allocation" means an interest and right to discharge a predetermined capacity allocation of wastewater into the City's sanitary sewer system for treatment. It does not equate to ownership.
- 1.28 Treatment Rate:** "Treatment Rate" means the rate charged by the City to the Wholesale Users for flow, BOD and TSS pursuant to Section 4.0 of this Agreement.
- 1.29 Treatment Rate Calculation:** "Treatment Rate Calculation (Treatment O&M Costs)" means the calculation of costs other than Capital Costs Expenses, pretreatment costs and expenses associated with monitoring the specific activities of the Wholesale Users, and odor control and corrosion costs associated with the proper treatment and disposal of wastewater in accordance with the City's NPDES permit with Ecology. Such costs involve specific testing required at the WWTP, as well as the costs for the treatment, operation, and maintenance conducted by the City.

- 1.30 **Unmetered Flows:** “Unmetered Flows” means wastewater being discharged into the City’s sanitary sewer system without the use of flow meters; actual quantity of wastewater is unknown.
- 1.31 **Urban Growth Area:** “Urban Growth Area” or “UGA” are those areas designated by Yakima County consistent with the Growth Management Act, chapter 36.70A RCW.
- 1.32 **Wastewater Facilities:** “Wastewater Facilities” means the Wastewater Treatment Plant; the Rudkin Road Lift Station at 1916 Rudkin Road and its related force main; and to the extent agreed upon by the Parties, any other facilities that the City may construct, in the future, for joint use by the Parties.
- 1.33 **Wastewater Treatment Plant (WWTP):** “WWTP” means the City’s wastewater treatment plant at 2220 East Viola Avenue, currently providing wastewater treatment for Yakima, Terrace Heights, and Union Gap, as it may be improved, expanded, or replaced from time to time.
- 1.34 **Wholesale User:** “Wholesale User” means Union Gap and Terrace Heights, each a wholesale customer that discharges sanitary and/or process wastewater through their respective wastewater collection system to the City for wastewater treatment and disposal. A Wholesale User has Capacity Allocation but no ownership in the City’s POTW.
- 1.35 **YMC:** “YMC” means the Yakima Municipal Code as it may be amended from time to time.

2.0 CAPACITY ALLOCATION

- 2.1 **The City Owns the Wastewater Facilities.** The City of Yakima owns 100% of the Wastewater Facilities.
- 2.2 **Capacity Allocation.** Union Gap and Terrace Heights have a right to use a portion of the capacity (“Treatment Capacity Allocation”) of the WWTP. In addition, Union Gap has a right to use a portion of the capacity (“Pumping Capacity Allocation”) of the Rudkin Road Lift Station and its related force main. Treatment Capacity Allocation and Pumping Capacity Allocation are referred to collectively as “Capacity Allocation.” A Capacity Allocation is not an interest in real property.
- 2.2.1 *Terrace Heights.* Upon execution of this Agreement, Terrace Heights shall have a Capacity Allocation of 4.0% of the existing WWTP for the treatment and disposal of wastewater.
- 2.2.2 *Union Gap.* Upon execution of this Agreement, Union Gap shall have a Capacity Allocation of 8.1% of the existing WWTP for the treatment and disposal of wastewater. In addition, Union Gap shall have a Pumping Capacity Allocation of 57.7% of the existing Rudkin Road Lift Station and its related force main.

2.2.3 *Capacity Allocation Term.* The Treatment Capacity Allocation under Sections 2.2.1 and 2.2.2 and any change under Section 2.3 shall remain in effect for the duration of this Agreement per Section 17.0. The Pumping Capacity Allocation under Section 2.2.2 and any change under Section 2.3 shall remain in effect for the duration of this Agreement per Section 17.0. For purposes of this section, operation includes any period of non-operation for repair, renovation, construction or improvement. Further, the Treatment Capacity Allocation and Union Gap's Pumping Capacity Allocation shall be binding on any successor or assign, including but not limited to a contract operator or regional agency, owning or operating the Wastewater Facilities.

2.2.4 The City of Moxee and/or any other entity discharging to a Wholesale User's sanitary sewer system is strictly a customer of that Wholesale User and does not have any allocation of capacity or other rights under this Agreement. The City does not have a duty to serve any entity discharging to a Wholesale User's sanitary sewer system. The wastewater flow and characteristics from the City of Moxee or any other customer of a Wholesale User become that of the respective Wholesale User and count against the Wholesale User's Capacity Allocation.

2.3 **Wastewater Facilities Expansion.** The City shall expand its Wastewater Facilities based upon service needs that are set forth in the Comprehensive Plans of all the Parties and based on regulatory requirements to provide Terrace Heights and Union Gap their Capacity Allocations of 4.0% and 8.1% respectively of the design capacity of the WWTP for the term of this Agreement. The Wholesale Users shall provide the City with copies of their wastewater planning documents (and amendments) indicating their respective wastewater treatment needs. The City shall include the Wholesale Users' wastewater treatment needs in its own planning documents and shall plan for expansion of the Wastewater Facilities based on the total capacity needs of all the Parties. When the City commences planning for Wastewater Facilities improvement or expansion, the City shall notify the Wholesale Users, and upon reasonable notice by either Wholesale User, the City shall include the Wholesale User's comprehensive or system plans into its facility design. The Wholesale Users shall bear their pro-rata share of Capital Costs and Expenses associated with the improvements or expansion of the Wastewater Facility to ensure the preservation of the Wholesale Users' Capacity Allocations in accordance with Section 2.2.1 and 2.2.2 of this Agreement. Each Party shall give prior written notice to the other Parties of Comprehensive Plan processes, drafts, submittals to regulatory agencies and public hearings.

2.4 **Temporary Increase.** Either Wholesale User may wish to seek a temporary increase in its Capacity Allocation in the event that it expects to require more capacity than its current Capacity Allocation. The City shall consider a request for temporary additional capacity, if at the time of the request, allocating more capacity to the requesting Wholesale User would not adversely affect the City's ability to serve its other customers. Rates established in accordance with Section 4.2, 4.3 and 4.4 of this Agreement shall apply during the term of the temporary increase in Capacity Allocation. Additionally, the Wholesale Users may re-allocate between each other by

separate agreement the WWTP Capacity Allocation set forth in Section 2.2, or as later authorized by the Parties. If Union Gap is requesting the increase, rates established in accordance with Section 4.5 of this Agreement shall also apply during the temporary increase in Capacity Allocation. A copy of any such agreement shall be provided to the City. Parties shall remain responsible for their individual costs as originally allocated per the 3-Party Agreement and any modifications to cost allocation resulting from re-allocation of capacity between Wholesale Users shall be resolved between the Wholesalers.

2.5 Effect of Termination upon Capacity Allocation. Termination of this Agreement as to either or both Wholesale Users will terminate the Capacity Allocation of the terminated Wholesale User(s). Upon termination, the City shall have no further duty to provide wastewater treatment and disposal service to such Wholesale User(s) or to their respective Industrial Users and Extra-Jurisdictional Customers except to the limited extent set forth in Section 14.3.1 of this Agreement.

3.0 SAMPLING AND TESTING

3.1 Testing of Influent. To determine the amounts of BOD and TSS in Terrace Heights' and Union Gap's influent to the City's system, the Parties agree to the following protocol.

3.2 Sampling. The City shall take samples, both composite and grab, of wastewater at all locations in which the Wholesale Users' discharge into the City's sanitary sewer system. Samples shall be representative and collected in accordance with 40 CFR Part 136 and 40 CFR 403.12(b)(5)(vi). Each sample taken at a point of discharge into the City's sanitary system shall be treated as a separate sample. The point of discharge(s) shall be determined by the City and may be amended from time to time. A sampling port and flow meter shall be made available by the Party Member at each point of discharge to allow for representative sampling of each Party Member's discharge into the City's collection system. Test results of each individual sample to be applied to the flow measured at the point of discharge in which the sample was originally taken to determine its concentration. The City shall take samples a minimum of seven (7) times per month. However, if a Party Member has more than one point of discharge into the City's collection system, the City shall sample and test each point of discharge at least once per month. In order to obtain the true characteristics of the wastewater being discharged from the Wholesale Users, the City may conduct additional tests. The City in its sole discretion shall determine when samples are taken and whether to take them on consecutive days. The Wholesale Users may request that the City take additional samples during a particular month. At their option, representatives of the Wholesale Users may attend sampling events. The City shall give reasonable notice of the date and time of such sampling at least once per year in working with the Party Members. However, to remain consistent with its legal authority and obligation to conduct a delegated Pretreatment Program in accordance with 40 CFR 403.8(f)(2)(v), the City shall exercise its right to conduct random, unannounced sampling of the Parties' wastewater discharge for the remaining samples. Failure to maintain a monitoring facility in good working order shall not be grounds for Party Members to claim that sample results are unrepresentative of such discharge(s). However, should it be determined that the

integrity of the sample(s) has been compromised due to forces outside the control of the Party Members, re-sampling of such event shall be conducted in the presence of the involved Party Members.

3.3 Split Sampling. The City shall prepare split samples when it takes samples pursuant to Section 3.2. The City shall give a split sample to any Wholesale User representative who attends the sampling. If no representative attends the sampling, the City shall dispose of the split sample after noon the following day.

3.4 Testing. Analysis of all samples shall be done by laboratories accredited by Ecology. Each Party shall make its Quality Assurance/Quality Control (“QA/QC”) results available to any other Party upon that other Party’s request, and any Party may observe any other Party’s testing procedures.

3.5 Notification of Sampling Results. Each Party shall promptly notify the other Parties of its test results.

3.6 Sampling and Testing Costs. Pursuant to Section 4.8.1iv of this Agreement, the Wholesale Users shall be responsible for the actual costs of the sampling and testing conducted by the City.

4.0 RATE AND CHARGE CALCULATIONS

4.1 Rates and Charges. The City shall not assess a strong waste surcharge to Terrace Heights or Union Gap for service provided by the City under this Agreement regardless of the strength of wastewater discharged. Instead, the City shall bill Terrace Heights and Union Gap for treatment of all wastewater based upon the actual costs to the City to treat and dispose of the wastewater, including Capital Costs and Expenses, as provided in this Agreement. The City shall allocate costs to the following components:

- (1) Flow – per million gallons received
- (2) BOD – per pound of BOD received.
- (3) TSS – per pound of TSS received.
- (4) Capital Improvement Projects (CIP) – for expansion, improvements, and permit requirements of equipment and processes.
- (5) Repair/Replacement Charge – for repair and replacement of existing equipment and processes.
- (6) Corrosion and Odor Control Charge – for the control of corrosion and odor from force mains and other discharge sources.

4.2 Treatment Rate Calculation. The City shall calculate the Treatment Rates for Terrace Heights and Union Gap wholesale wastewater treatment based upon actual treatment costs for Flow, BOD, and TSS;

- i. Flow measured in volume without considering biochemical oxygen demand (BOD) and total suspended solids (TSS);
- ii. BOD measured in mass; and,
- iii. TSS measured in mass.

The annual Treatment Rate for each component (Flow, BOD, and TSS) shall be updated and become effective January 1st of each year based on the total treatment plant operations and maintenance costs minus the costs for Corrosion and Odor Control as recorded within the Wastewater Operating Fund 473 Service Unit 232 from the previous fiscal year (July 1st – June 30th); producing a “Total Treatment Cost.” The cost for Corrosion and Odor Control shall be addressed separately in accordance with Section 4.7 of this Agreement. The total number of gallons of flow and pounds of BOD and TSS treated and utilized in the Treatment Rate, shall also be based on the information provided during the same fiscal year as was utilized to determine the Total Treatment Cost.

The Treatment Rate for each component shall be calculated as such:

Flow = Total Treatment Cost/Total million gallons treated.

BOD = Total Treatment Cost/Total pounds of BOD treated.

TSS = Total Treatment Cost/Total pounds of TSS treated.

The rate for each component shall then be applied to the monthly measured flow and calculated loading concentrations determined through sampling of each Party Member to determine actual monthly treatment costs for each Wholesale User. Capital costs and expenses, pretreatment costs and expenses, and costs for corrosion and odor control shall not be included in Treatment Costs.

4.3 CIP Rate Calculation. The City shall calculate charges to the Wholesale Users associated with CIP each year as set forth in Section 4.6 based on funds transferred into Wastewater Facility Fund 478 by the City for capital improvements. This includes cash and/or wastewater connection charge revenue. In addition, expenditures within Fund 473 Service Unit 645 identified as debt service for loans and/or bonds.

4.3.1 Each Party is responsible for paying its pro-rata share of the total CIP Charge based on its respective Capacity Allocation percentages per Section 2.2.1 and 2.2.2 of this Agreement.

4.3.2 Amounts transferred to Fund 478 shall be used to pay for the costs incurred for capital improvement projects in addition to the funds received from grants and loans, or issuance of bonds for such capital improvement projects.

4.3.3 It is recognized the annual amount transferred to Fund 478 may vary depending on the capital improvements made at the WWTP during the fiscal year. Therefore, each Party is responsible for managing their own cash flow

and developing a reserve fund. For financial planning purposes, the City shall provide annually the estimated costs for anticipated capital improvements and proposed financing for the upcoming five (5) year period based on projects identified in the City's Wastewater Facility Plan.

4.4 Repair/Replacement Charges. Through Asset Management, the City shall report the value of assets of the WWTP each year for the purpose of funding asset repair and replacement. The report shall also include the projected useful life-expectancy of each asset. As new assets are incorporated into the WWTP, each shall be added to the total asset value of the WWTP. Likewise, as assets are replaced or depreciated out, their value shall be eliminated from the total asset value of the WWTP. The Repair/Replacement Charge shall be calculated based on the asset value and the life-expectancy of each asset. The sum of all the Repair/Replacement Charges shall be calculated each year pursuant to Section 4.6 of this Agreement with funds being transferred into the Wastewater Facilities Capital Reserve Fund 472.

4.4.1 Each Party is responsible for paying its pro-rata share of the total Repair/Replacement Charge based on its respective Capacity Allocation percentage per Section 2.2.1 and 2.2.2 of this Agreement.

4.4.2 Phase In Period - Effective 2014, the funds transferred into Fund 472 for Repair/Replacement shall be in the amount of \$500,000. The amount for each sequential year for the next five (5) years shall be the previous year's amount plus \$100,000 with each Party Member paying their pro-rata share of the total cost in accordance with Section 4.4.1 of this Agreement. After this period, Repair/Replacement Charges shall be based on the actual repair/replacement financial needs of the City's WWTP with each Party Member paying their pro-rata share of the total cost in accordance with Section 4.4.1 of this Agreement.

4.5 Pumping Rate Calculation. A Pumping Rate for Union Gap shall be calculated each year pursuant to Section 4.6 utilizing the expenditures of Wastewater Operating Fund 473 Service Unit 215- Rudkin Road Pump Station within the City Wastewater Division's annual budget. The established Pumping Rate shall be applied to the Union Gap discharge volume measured at the Rudkin Road Lift Station. Capital Costs and Expenses shall not be included in the Pumping Rate. Union Gap retains Pumping Capacity Allocation as defined in Section 2.2.2 of this Agreement.

4.5.1 A Repair/Replacement Charge as defined in Section 4.4 of this Agreement shall be applied to Rudkin Road Lift Station.

4.5.2 Union Gap is responsible for paying its pro-rata share of the total Repair/Replacement Charge of Rudkin Road Lift Station based on its Capacity Allocation percentage per Section 2.2.2 of this Agreement.

4.6 Rate Schedule. The City shall establish a new rate schedule for the Treatment Rate, CIP Rate, Repair/Replacement Charge and Pumping Rate in accordance with Section 4.2, 4.3, 4.4 and 4.5 of this Agreement to become effective in January of each year. Such rates shall remain effective for the entire year.

- 4.6.1 Data utilized to calculate and set the annual rates by the City shall be made available to each Party by October 1st of each year prior to the rates becoming effective.

4.7 Corrosion and Odor Control Charges

- 4.7.1 Equipment Cost. Costs associated with the purchase and installation of equipment for corrosion and odor control, as well as its operation and maintenance, shall be chargeable to the Wholesale Users as follows:

- a. Union Gap and the City shall equally share these costs for the Rudkin Road Lift Station because Union Gap and the City both utilize Rudkin Road Lift Station to convey wastewater to the WWTP. If a Union Gap discharge source(s) other than the Rudkin Road Lift Station is identified and determined by the City to require corrosion and odor control, Union Gap shall be assessed and responsible for 100% of the equipment cost for such discharge(s).
- b. If the City determines that corrosion or odor control is necessary for wastewater discharged by Terrace Heights, Terrace Heights shall be assessed and responsible for 100% of this equipment cost since Terrace Heights' force main discharges directly into the headworks at the WWTP.

- 4.7.2 Chemical Usage Cost. Costs associated with chemical usage for corrosion and odor control shall be chargeable to the Wholesale Users as follows:

- a. Union Gap shall be assessed and responsible for 80% of the cost of chemical usage on its discharge. The City shall be responsible for the remaining 20% since Union Gap and the City both utilize Rudkin Road Lift Station to convey wastewater to the WWTP. If a Union Gap discharge source(s) other than the Rudkin Lift Station is identified and determined by the City to require corrosion and odor control, Union Gap shall be assessed and responsible for 100% of the chemical usage cost on such discharge(s).
- b. If the City determines that corrosion or odor control is necessary for wastewater discharged by Terrace Heights, Terrace Heights shall be assessed and responsible for 100% of the chemical usage cost on its discharge for corrosion and odor control since Terrace Heights' force main discharges directly into the headworks at the WWTP.

4.8 Calculation of Monthly Billing

- 4.8.1 Monthly Billing: Each Wholesale User's monthly billing shall be the sum of the following:

- i. Established Treatment Rates applied to actual measured Flow, BOD, and TSS values measured from that Party's discharge for the month.

- ii. Each Party's respective pro-rata share of the established CIP Charge; divided up into twelve (12) equal monthly payments.
- iii. Each Party's respective pro-rata share of the established Repair/Replacement Charge; divided up into twelve (12) equal monthly payments.
- iv. Costs associated with any pretreatment sampling and testing conducted by the City.

4.8.2 Union Gap, in addition to the components of the Pumping Rate defined in Section 4.5 and the monthly billing defined in Section 4.8.1 of this Agreement, shall be charged each month for Unmetered Flows as defined in Section 4.10 of this Agreement until such time as all flows to the City's sanitary sewer system from Union Gap are metered for the Pumping Rate of Rudkin Road Lift Station in accordance with Section 4.5 of this Agreement.

4.8.3 The City shall separately invoice the Wholesale Users for any applicable equipment cost and chemical usage cost for corrosion and odor control.

4.9 Calibration and Reporting. The Wholesale Users are responsible for the maintenance and calibration of all wastewater discharge meters measuring their wastewater discharge flows into the City's sanitary sewer system and for all associated costs. Each Wholesale User shall provide the City with all records and documents related to the calibrations and maintenance performed on such meters as part of their Annual Pretreatment Report in accordance with Section 7.7 of this Agreement.

4.10 Unmetered Flows

4.10.1 *Charges:* The charge for the Union Gap Unmetered Flow shall be payable in addition to charges established under Sections 4.1 through 4.8 of this Agreement. Such charges for Union Gap Unmetered Flow shall be calculated as follows: the quantity of such flow shall be multiplied by 0.5 times the Treatment Rate and the Pumping Rate as defined in Sections 4.2 and 4.5 of this Agreement. On a monthly basis, Union Gap shall provide the City with the flow information for all accounts which contribute to Union Gap Unmetered Flow.

4.10.2 *Wastewater Flow Meter:* At such time that Union Gap installs a wastewater flow meter at the point of discharge of any unmetered flow into the City's sanitary sewer system, this charge for Union Gap Unmetered Flow for the flow at that now metered location shall be discontinued. Charges thereafter assessed shall be based on the metered flow volume.

4.10.3 Union Gap's unmetered connections to the City's wastewater collection system consist of both collection system pipelines and individual direct connections. Efforts shall be made to meter the discharges from the existing collection system pipelines as well as implement collection system improvements to combine and bring individual direct connections to a common metering point. Union Gap shall submit a report as part of their

Annual Pretreatment Report describing the process being made to install wastewater flow meters at the locations of existing unmetered discharges. The first annual report submitted by Union Gap for the Year 2014 shall include a Capital Improvement Plan and schedule for installing infrastructure needed to address the remaining unmetered wastewater flows as required of Ecology and EPA. The Capital Improvement Plan and schedule date for completion must be approved by the City. Upon approval, establishes a compliance schedule with Union Gap in accordance with Section 7.0 of this Agreement.

4.11 Acquisition or Operation by Other Entity

4.11.1 *Public Entity.* In the event the WWTP is acquired or operated by a state, county, or other governmental entity (“agency”) such agency may establish rates and charges or costs for services for wastewater treatment notwithstanding the provisions of Section 4.0 of this Agreement; provided, however, that Terrace Heights, Union Gap, and the City shall all be subject to the same rate structure for wastewater treatment services.

4.11.2 *Private Entity.* In the event the WWTP is acquired or operated by a non-governmental entity, the Parties acknowledge that payments under Section 4.0 of this Agreement may include reasonable profit as may be authorized by the contract between the City and the non-governmental entity; provided, however, that Terrace Heights, Union Gap, and the City shall all be subject to the same rate structure for wastewater treatment services. Rates charged to Terrace Heights and Union Gap shall not include amounts for City utility tax, however other taxes related to the provision of wastewater treatment service shall apply.

5.0 QUARTERLY MEETINGS

Quarterly Meetings. In the interest of all the Parties, it is highly recommended that quarterly meetings be held at the City’s WWTP between the Party Members to review the City’s current and proposed capital projects, comprehensive plans, budget process, and the development of the annual Rate Charges and Calculations in accordance with Section 4.0 of this Agreement.

6.0 UTILITY TAXES

Utility Taxes. The City shall not assess its utility tax on revenues from service under this Agreement. Other taxes such as state, county and those imposed by other third parties related to the Wastewater Facilities and their operation shall apply.

7.0 PRETREATMENT PROGRAM

7.1 **Purpose.** The Pretreatment Program sets forth uniform requirements for dischargers into the City’s POTW, and enables the City to protect public health in conformity with all applicable local, state, and federal laws relating thereto, including the Clean Water Act and the General Pretreatment Regulations (40 CFR 403).

7.2 Objectives. The objectives of the Pretreatment Program are:

- i. To promote the health, safety, and welfare of those persons within the City's sewer service area;
- ii. To ensure proper and safe connections to the POTW;
- iii. To prevent the introduction of pollutants into the POTW that could interfere with the normal operation of the POTW;
- iv. To prevent the introduction of pollutants into the POTW that would not receive adequate treatment in the POTW and would pass through the POTW into receiving waters or the atmosphere or otherwise be incompatible with the POTW;
- v. To ensure that the quality of biosolids from the POTW is maintained at a level which allows its utilization and beneficial reuse in compliance with applicable statutes and regulations;
- vi. To protect POTW personnel who may be affected by wastewater and biosolids in the course of their employment and to protect the general public;
- vii. To improve the opportunity to recycle and reclaim wastewater and biosolids from the POTW; and
- viii. To enable the City to comply with its NPDES permit conditions, biosolids utilization and beneficial reuse requirements and any other federal or state laws to which the POTW is subject.

7.2.1 Control of Discharges The City is a fully delegated Pretreatment Program and is required to control such discharges from all Industrial Users of its wastewater treatment system pursuant to requirements set out in 40 CFR Part 403, Chapter 90.48 RCW, Chapters 173-208 WAC, 173-216 WAC, 173-201A WAC, and 173-240 WAC and the National Pollution Discharge Elimination System Permit issued by Ecology to the City ("NPDES Permit"), all as they may be amended from time to time, to prevent the discharge of waste that could cause interference with the operations of the wastewater treatment system or pass through in violation of the NPDES Permit.

7.2.2 SIUs and MIUs Owners and operators of facilities located in Terrace Heights and Union Gap currently contribute discharges of pollutants from non-domestic sources that have the potential to upset or interfere with the POTW and are therefore regulated under Section 307(b), (c) or (d) of the Clean Water Act. Such facilities are classified as Minor Industrial Dischargers (MIUs) in accordance with Section 7.65.020 YMC or Significant Industrial Dischargers (SIUs) in accordance with Section 7.65.020 YMC and 40 CFR 403.3(t).

7.3 Control Authority. The NPDES Permit identifies Ecology as the Control Authority and Ecology therefore has the responsibility of writing and issuing wastewater discharge permits to SIUs, while enforcing Pretreatment Standards for all Industrial Users discharging to the City's POTW located outside the City's limits within the service areas of Union Gap, Terrace Heights, and the City of Moxee and/or any other Extra-Jurisdictional Customer.

- 7.3.1 As a delegated Pretreatment Program, the City has the responsibility of sampling, testing, and of enforcing the Pretreatment Standards on discharges to the POTW from Union Gap and Terrace Heights in accordance with Section 7.3.3 of this Agreement. Should the Control Authority be delegated to the City from Ecology, the City shall also obtain the responsibility of writing and issuing wastewater discharge permits to SIUs, while enforcing Pretreatment Standards for all Industrial Users discharging to the City's POTW located outside the City's limits within the service areas of Union Gap, Terrace Heights, and the City of Moxee and/or any other Extra-Jurisdictional Customer.
- 7.3.2 The Control Authority for the enforcement of Pretreatment Standards and Requirements on discharges to the City's POTW from extra-jurisdiction customers of the Wholesale Users shall be in accordance with Section 7.3 or 7.3.1 of this Agreement; provided, however, that upon termination of this Agreement with regard to either Wholesale User for any reason, the City will have no obligation to serve as the Control Authority for the terminated Wholesale User(s). The Parties anticipate that Control Authority status will revert to Ecology with regard to the terminated Wholesale User.
- 7.3.3 Each Wholesale User shall implement a sampling program and other pretreatment requirements as set forth in Sections 7.6.3 and 7.6.4 of this Agreement. To the extent a Wholesale User fails to implement such program and requirements, the City at its election may conduct sampling and other activities for the Wholesale Users' IUs as needed to comply with the City's NPDES Permit. The Wholesale Users shall reimburse the City for all costs incurred by the City pursuant to this Section, including without limitation costs of program implementation, penalties and defense costs. A Wholesale User's failure to implement such program and requirements shall constitute a material breach for purposes of Section 14.2 of this Agreement.
- 7.4 **Enforcement.** The City shall have all enforcement remedies available to it in accordance with YMC Chapter 7.65 Sewer Use and Pretreatment Regulations, this Agreement, and applicable law as required to conduct a fully delegated Pretreatment Program in accordance with 40 CFR 403.8(f)(1), to enforce the requirements of sections 307 (b) and (c) and 402 (b)(8) of the Act and any regulations implementing those sections in the event that the City finds that wastewater discharged from Terrace Heights' or Union Gap's sewer system has violated or is violating the Pretreatment Standards and requirements of the City Sewer Use Ordinance.
- 7.5 **Right of Entry.** As a delegated Pretreatment Program, the City is required to allow or carry out inspections, entry, or monitor activities of Industrial Users in accordance with 40 CFR 403.8(f)(1)(vi)(B). Therefore, each Party hereby acknowledges by signature of this Agreement that the City, in coordination with the Parties, has the permission and the authority, upon the presentation of credentials and other documents as may be required by law, to:
- a. Enter upon the premises of the Wholesale Users and their respective Industrial Users where a regulated facility or activity is located or

conducted, or where records must be kept under the conditions of this Agreement;

- b. Have access to and the opportunity to copy, at reasonable times, any records that must be kept under the conditions of this Agreement;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and equipment), practices, or operations regulated or required under this Agreement;
- d. Sample or monitor, for the purposes of assuring compliance with the City's Sewer Use Ordinance, any substances or parameters at any location; and
- e. Inspect any production, manufacturing, fabricating or storage area where pollutants regulated under the City's permit with Ecology could originate, be stored, or be discharged into the sanitary sewer system.
 1. In the event any Party and/or Industrial User fails to provide the City with access to any discharger's premises for inspection, monitoring, or sampling, the City shall not enter such premises without first obtaining a duly issued judicial warrant in accordance with Section 7.65.160.D. of the YMC.
 2. Each Party acknowledges its understanding that refusal of such permission shall be sufficient grounds for enforcement action in accordance with the City's Enforcement Response Plan leading up to and including termination of this 3-Party Wholesale Service Agreement with respect to the refusing Party, together with termination of the right granted herein to discharge to the City of Yakima's POTW in accordance with Section 7.65.270 of the YMC.

7.6 Duties and Responsibilities

7.6.1 Sewer Use Ordinance. Each Wholesale User shall maintain and diligently enforce a Sewer Use Ordinance that is no less stringent and is as broad in scope as the Sewer Use Ordinance of the City (Chapter 7.65 YMC) as it may be amended from time to time. This includes without limitation rights of entry at least as broad as those set forth in YMC 7.65.160. The Wholesale Users' Sewer Use Ordinances shall include pollutant-specific local limits that address at least the same pollutant parameters and that are at least as stringent as the local limits included in the City Sewer Use Ordinance. Each Wholesale User's Sewer Use Ordinance shall provide the Wholesale User with the authority to control, through a permit, order, agreement, or similar means, the contribution to the City's wastewater treatment system from each Industrial User within its jurisdiction, pursuant to 40 CFR 403.8(f)(1)(iii).

7.6.2 Revision of Sewer Use Ordinance. Before revising the City Sewer Use Ordinance or any component thereof, the City shall forward a copy of the proposed revision(s) to the Wholesale Users for review. The Wholesale Users shall provide any comments on such revision(s) within thirty (30) days of receipt of the City's proposed revisions. The City shall take into consideration such comments prior to finalizing its revision(s).

- a. When the City completes any revisions to the City Sewer Use Ordinance or any component thereof, it shall forward a copy of the final revisions to the Wholesale Users. Each Wholesale User shall adopt revisions to its Sewer Use Ordinance that are at least as stringent as those adopted by the City. Each Wholesale User shall forward to the City its proposed revisions for review within forty-five (45) days of receipt of the City's enacted revisions. Each Wholesale User shall adopt the necessary compatible revisions within forty-five (45) days of receiving approval from the City of its content.
- b. Nothing in this Agreement precludes Terrace Heights or Union Gap from enacting and enforcing regulations more stringent than those set forth in the City Sewer Use Ordinance.

7.6.3 Pretreatment Activities. Each Wholesale User shall take all actions reasonable and necessary to ensure that Industrial Users, which includes both SIUs and MIUs, within its boundaries are subject to an approved Pretreatment Program to the extent required by 40 CFR 403.8. Such actions shall include, but are not limited to, the Wholesale User's performance of all technical and administrative duties necessary to implement its sewer use ordinance (except for the issuance of waste discharge permits and the associated permit enforcement authority, which remain the responsibility of the Control Authority). The Wholesale Users shall:

- a. Update their industrial waste survey as set out in more detail in Sections 1. and 2. below;
 1. The Wholesale Users shall maintain a current list of Industrial Users, both SIUs and MIUs, located within their respective jurisdictions ("non-domestic inventory"). The non-domestic inventory shall include, but not be limited to, name and address of owner and operator, nature of discharge, emergency contact and a copy of all discharge permits. The Wholesale Users shall require each existing wastewater customer located within their respective jurisdictions that may be an Industrial User to provide an industrial waste survey. The Wholesale Users shall provide an updated copy of their industrial waste survey to the City and Ecology each year by February 10th as part of their Pretreatment Report.
 2. Whenever a new Industrial User begins operations in an area served by a Wholesale User, or any time an existing Industrial

User implements changes in its operations or processes that significantly affect its wastewater constituents or characteristics, or storage of chemicals (these changes include, but are not limited to, flow increases by twenty percent (20%) or greater, the commencement of discharge of any substance prohibited or limited under the City Sewer User Ordinance, and the addition of any process covered by national categorical pretreatment standards), or has an enforcement action brought against it, or at any time requested by the City or Ecology, the Wholesale User shall require that such Industrial User respond to an industrial user survey that includes information reasonably requested by the City for purposes of permit compliance. The Wholesale User shall forward a copy of the completed survey to the City and Ecology.

3. Ensure that all Industrial Users required to obtain a wastewater discharge permit (or equivalent individual control mechanism) have been issued such permit or authorization by the Control Authority prior to discharge;
 4. Conduct annual inspections, sampling, and analyses of all SIUs, as well as a representative number of Industrial Users (MIUs) that may have the potential to affect the City's wastewater treatment system;
 5. Enforce its Sewer Use Ordinance against Industrial Users, both SIUs and MIUs, that do not comply with Pretreatment Requirements, Pretreatment Standards or its Sewer Use Ordinance and inform the City and Ecology of all violations of its sewer use ordinance or of any other need for enforcement action immediately by phone and/or email, followed by a written report within five (5) business days of the violation; and
 6. Take emergency action to stop or prevent any discharge that presents or may present an imminent danger to the health or welfare of humans that reasonably appears to threaten the environment, that reasonably threatens to cause interference, pass through, or sludge contamination, or that may cause the City to fail to comply with the terms of its NPDES Permit.
- b. Provide the City and Ecology access to and/or copies of all records or documents relevant to the Pretreatment Program for any Industrial User discharging to the City located in Terrace Heights or Union Gap or discharging through Terrace Heights or Union Gap.

7.6.4 Inspection and Sampling. Each Wholesale User shall inspect and sample all SIUs and a representative number of MIUs located within its jurisdiction each year. The Wholesale Users shall sample SIUs and MIUs more frequently if

required by Federal or State law or if determined necessary by the City due to actual or potential violations of the Pretreatment Requirements or Pretreatment Standards.

7.6.5 Inspection Notice. The Wholesale Users shall submit written notice of scheduled inspections a minimum of five (5) working days prior to such inspection to the City and Ecology, providing the opportunity for the City and Ecology to attend the inspections. If an inspection is in response to an emergency situation and such notice is not possible, the Wholesale Users shall make every effort to informally notify the City and Ecology of the impending inspection so the City and Ecology may attend. The Wholesale Users shall forward copies of all inspection reports, including, if available, the laboratory data associated with the samples taken during the inspection, to the City and Ecology within thirty (30) days of the inspection. Each Wholesale User shall submit to the City and Ecology its procedures for sampling and analysis, including all procedures in place for quality assurance and quality control. All procedures shall conform to those set out in 40 CFR 403.12(b)(5)(ii)-(v) and 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency.

- a. As a delegated Pretreatment Program, the City is required to have the legal authority to conduct inspections and sampling of any Industrial User discharging to the City's POTW located within the Wholesale Users' jurisdiction, as well as that of their respective Extra-Jurisdictional Customers' service areas, without previous or written notification in accordance with 40 CFR 403.8(f)(1)(iii)(B)(v). The Wholesale Users shall include provisions in their municipal codes, regulations and permits for Industrial Users that authorize the City to conduct such inspections and sampling.
- b. The City may coordinate inspections and sampling of any Industrial User discharging to the City's POTW located within the Wholesale Users' jurisdiction, as well as that of their respective Extra-Jurisdictional Customers' service areas, with written advance notice in order for the Wholesale Users and/or their respective Extra-Jurisdictional Customers to attend.

7.7 Annual Pretreatment Report. The Wholesale Users shall submit an annual report to the City and Ecology. Such report shall be received by the City and Ecology on or before February 10th of each year and consist of a summary of the pretreatment activities conducted during the previous calendar year. The report shall include the following information:

- (1) An updated non-domestic inventory;
- (2) Laboratory data results for all Industrial Users, both SIUs and MIUs, sampling that was conducted in the previous year;

- (3) Compliance status of each SIU and of additional Industrial Users that have the potential to affect the City's wastewater treatment system, or have violated Pretreatment Standards or Pretreatment Requirements as set out in the City Sewer Use Ordinance within the past year;
- (4) Copies of all wastewater discharge permits or discharge agreements issued to SIUs; and
- (5) A list of Industrial Users, both SIUs and MIUs, scheduled for inspection and/or monitoring for the next year, and the expected frequency of the inspection and monitoring activities.

7.8 Pretreatment Costs. Each Wholesale User shall be responsible for all costs related to its performance of the technical and administrative duties necessary to implement its Pretreatment Requirements under this Agreement; including sampling and testing costs in accordance with Section 4.8.1.iv of this Agreement.

8.0 INFILTRATION AND INFLOW EVALUATION

8.1 Infiltration and inflow Evaluation. The Wholesale Users shall conduct an annual infiltration and inflow evaluation on their respective systems in accordance with the U.S. EPA publication, *I/I Analysis and Project Certification*. They shall prepare a report from the results of this evaluation which summarizes any measurable infiltration and inflow, and said report shall be used as a baseline measurement for future evaluations and reports. If in subsequent evaluation reports infiltration and/or inflow have increased by more than fifteen (15) percent from that found in the first report, presuming equivalent rainfall, the report shall contain a plan and a schedule for locating the sources of infiltration and inflow and correcting the problem. The report shall be submitted by February 10th of each year as part of the Annual Pretreatment Report to both the City and Ecology.

9.0 INDUSTRIAL WASTE COLLECTION SYSTEM

9.1 City's Urban Growth Area. Terrace Heights provides sanitary sewer service within the eastern portions of the City's Urban Growth Area (UGA), as the City UGA is now designated.

9.2 Designated Users. Terrace Heights shall direct any existing or new food processors that discharge high strength wastewater and that are located within the portions of the City's UGA served by Terrace Heights to discharge their Industrial Waste into the City's designated Industrial Waste (IW) line. Domestic wastewater shall not be discharged into the IW line. Terrace Heights shall not accept such Industrial Waste into its collection system unless the City has made a determination pursuant to Section 9.4 of this Agreement that connection to the City's IW line is not feasible. If the IW line is not readily available, it shall be the responsibility of the Industrial User requesting such wastewater service and/or Terrace Heights to arrange with the City for extension of the IW line in order to provide service.

9.3 Outside Utility Agreement. The City shall determine which Industrial Users are required to connect to the IW line. This determination is based on the characteristics and loading strength of the process waste discharge. Prior to connecting to the City's IW line, the discharger must pay wastewater connection charges to the City in accordance with Chapter 7.58 of YMC. In addition, an "Outside Utility Agreement" shall be required between the City and each Industrial User connection to the City's IW line in accordance with Resolution R-2004-30, which sets forth the City's annexation policy. Execution of an Outside Utility Agreement subjects the Industrial User to annexation by the City, to be carried out at the discretion of the City. Until annexation is finalized, all Industrial Users discharging to the IW line shall be assessed "Outside City" rates in accordance with Section 7.60.025 and 7.60.105 of YMC. Such usage and loading shall not be incorporated into or counted against Terrace Heights' Capacity Allocation.

9.4 Terrace Heights' Users. If the City determines that it is unfeasible to connect an existing or new Industrial User that discharges high strength food processing IW to the City's IW line, the Industrial User shall be allowed to connect to the sanitary sewer line of Terrace Heights. It then becomes the Industrial User's responsibility to pretreat its process wastewater to loading levels acceptable to both Terrace Heights and the City. Such usage and loading shall be incorporated into and counted against Terrace Heights' Capacity Allocation.

9.5 Outside the City's Urban Growth Area. It shall be the sole discretion of the City to allow industries outside the City's urban growth area to connect and discharge into the City's industrial waste line. If allowed, the rates established in accordance with 7.58 and 7.60 of the City's YMC shall be applicable with all requirements of Section 7.0 of this Agreement enforced.

10.0 EXTRA-JURISDICTIONAL CUSTOMERS

10.1 City of Moxee. The City of Moxee (Moxee) is recognized as an established customer of Terrace Heights and not a Party to this Agreement. No capacity allocation is granted to Moxee under this Agreement. As such, Terrace Heights intends to accept wastewater collected and delivered by Moxee from within Moxee's wastewater service area. Moxee's service area is located outside of Terrace Heights' service area. In addition, the City has agreed to accept such wastewater and to provide treatment and disposal for that wastewater, pursuant to the Capacity Allocation held by Terrace Heights in accordance with Section 2.2.1 of this Agreement. Terrace Heights will not accept any discharge from Moxee after the effective date of this Agreement unless Terrace Heights, the City and Moxee have entered into a new agreement pursuant to Section 10.2 of this Agreement.

10.2 Agreement Required. Before a customer located outside a Wholesale User's service boundaries, as such boundaries have been approved by Ecology through a general sewer plan pursuant to WAC 173-240-050(3)(c), discharges into the Wholesale User's sanitary sewer system, the Wholesale User and the City shall enter into an agreement with the Extra-Jurisdictional Customer. Such agreement must be fully executed and in force prior to the discharge and must include terms equivalent to this Agreement.

10.3 Extra-Jurisdictional Customer Requirements. The Wholesale Users shall require all Extra-Jurisdictional Customers to comply with the Pretreatment Standards and Requirements in accordance with Section 7.0 of this Agreement. The Wholesale Users shall also require all Extra-Jurisdictional Customers to perform the actions required by Section 8.0 of this Agreement. The failure of an Extra-Jurisdictional Customer to comply with the Pretreatment Standards and Requirements or to carry out the requirements of Section 8.0 constitutes grounds for the City to require the applicable Wholesale User to terminate service to the Extra-Jurisdictional Customer. Failure of the Wholesale User to obtain compliance from the Extra-Jurisdictional Customer is grounds for the City to terminate service to the Wholesale User in accordance with Section 14.2 of this Agreement.

10.4 No Capacity Allocation. No capacity allocation at the City's WWTP shall be assigned to any Extra-Jurisdictional Customers. As specified in Section 2.2.4 of this Agreement, usage and loading from an Extra-Jurisdictional Customer shall be incorporated into and counted against the Capacity Allocation of the Wholesale User with which the Extra-Jurisdictional Customer has an agreement.

11.0 CORROSION AND ODOR CONTROL

11.1 Force Mains. The Wholesale Users use force mains to convey wastewater to the City's sanitary sewer system. The utilization of corrosion and odor control equipment and/or chemical usage if applicable, for the removal of dissolved hydrogen sulfide from the waste stream generated from the discharge of the Wholesale Users' force mains and/or other discharge sources shall be determined and controlled by the City in its discretion due to the sensitivity of the WWTP process, particularly the Ultra Violet (UV) disinfection system, and to protect safety of its personnel. The City shall retain ownership of any equipment and determine its location to best treat the Wholesale Users' waste stream. The City shall control the dosage of any chemical used in the process. Costs associated with the equipment and/or chemical usage shall be the responsibility of the Wholesale Users in accordance with Section 4.7 of this Agreement.

11.2 Damages. The Wholesale Users shall be responsible for the cost of all repairs, replacement, and associated expenditures that arise in whole or in part from damage caused to the City's Wastewater Facilities or other infrastructure by the Wholesale Users' discharge to the Wastewater Facilities of wastewater exhibiting corrosive characteristics. In addition, the Wholesale Users are responsible for the costs to reduce or eliminate odors from their discharges at all times and are responsible for all damages incurred by the City in connection with said odors.

12.0 DISPUTE RESOLUTION

In the event that any dispute arises as to the interpretation or applicability of this Agreement, the Parties shall attempt to resolve the dispute by informal negotiation, pursuant to an informal process agreed to by the Parties. If the Parties fail to agree upon an informal process, or fail to resolve the dispute through an agreed upon informal process, then the Parties to the dispute shall first pursue mediation as a means to resolve the dispute.

- 12.1 Mediation. Any Party may request mediation by written notice of dispute to other Party(s). If a mediator is not selected within thirty (30) days, any Party may make application to the Presiding Judge of the Yakima County Superior Court for appointment of the mediator. The costs of the mediator and mediation proceedings shall be divided equally among the participating Parties; provided each Party shall bear its own fees, costs, and expenses of mediation. The mediation shall continue until 1) the mediator determines that further mediated efforts to resolve the dispute are no longer warranted, or 2) one or more of the participating Parties elects to terminate the mediation effort.
- 12.2 Litigation/Other. If the aforementioned methods are not successful, then any dispute relating to this Agreement shall be decided in a court of competent jurisdiction located within Yakima County in accordance with the laws of the State of Washington. Each Party shall bear its own costs and expenses relating to any litigation that may result from the performance of this Agreement. If the Parties involved mutually consent in writing, other available means of dispute resolution may be implemented.

13.0 EMERGENCY ACTIONS

The City may take, or direct the Wholesale Users to take, reasonable emergency action necessary to stop or prevent any discharge that (a) presents, or in the sole judgment of the City may present, an imminent danger to the health or welfare of humans; (b) reasonably appears to threaten the environment, to cause interference, pass through, or biosolids contamination, or (c) may cause the City to fail to comply with the terms of its NPDES Permit. To the extent reasonably possible the City will provide informal notice to the affected Industrial User(s) of its intent to take emergency action prior to taking said action. The City will also use reasonable efforts to notify each applicable Wholesale User (such efforts to include telephone contact) of its intent to take emergency action prior to taking action. Depending on the immediacy of the need for action, however, the opportunity to respond may not arise until after the emergency powers of the City have been exercised.

14.0 TERMINATION OF SERVICE

14.1 **Termination for Cause - Procedures**. Any Party may terminate this Agreement for wholesale wastewater treatment and disposal based upon a material breach by another Party as follows. The non-breaching Party must provide written notice of the material breach to the other Party or Parties. If the breach remains uncured after one hundred-eighty (180) day cure period, the non-breaching Party or Parties may commence an action for specific enforcement or other cause under Section 12.0 of this Agreement. The cure or remedy period shall include the period for negotiation and mediation under Sections 12.0 and 12.1 of this Agreement.

14.1.1 By mutual written agreement of the Parties, the cure or remedy period may be extended.

14.1.2 If the breaching Party is a Wholesale User, the City may terminate this Agreement only as to the breaching Wholesale User and this Agreement shall remain in effect as to the City and the non-breaching Wholesale User.

14.1.3 The Parties shall be bound by the outcome of litigation (or other process) under Section 12.0 of this Agreement, including all appeals, at the conclusion of the litigation (the "Order"). The first remedy available to a Party under an Order shall be specific performance. If a Party does not comply with the Order within the time specified for compliance in the Order, the prevailing Party may elect to terminate the Agreement without further process under Section 14.3 of this Agreement. If a Party chooses to not terminate the Agreement, the Party may pursue such other remedies as are available under law or this Agreement.

14.2 Termination for Cause - Grounds. Any material breach shall constitute grounds for termination pursuant to Section 14.1 of this Agreement. A material breach includes, but is not limited to, a Wholesale User's failure to adhere to and implement the Pretreatment Program in accordance with Section 7.0 of this Agreement or to address infiltration and inflow as required by Section 8.0 of this Agreement. All applicable costs generated up to and including the date of termination shall be and remain the responsibility of the terminated Party to pay.

14.3 Withdrawal of Wholesale User from Agreement. Either Wholesale User may elect to withdraw from this Agreement as follows.

14.3.1 Notice. The withdrawing Wholesale User shall provide the City with at least five (5) years' advance written notice of its intent to withdraw. Such notice shall include documentation sufficient to demonstrate that the withdrawing Party has complied with the requirements of Section 14.4 of this Agreement. Such notice shall be delivered to the City Manager with a copy to the Wastewater Division Manager and to the City Attorney. The effective date of withdrawal shall be 11:59 PM on December 31 of the year following the five (5) years' notice (including sufficient documentation) is issued.

14.4 Conditions of Service upon Termination of Agreement. The following conditions apply to the City's provision of wastewater treatment and disposal service to a Wholesale User terminating this Agreement whether by withdrawal, for cause or upon expiration. This Section 14.4 shall survive the termination of this Agreement.

14.4.1 Termination of Rights under Agreement. If this Agreement is terminated as to either or both Wholesale Users, the respective benefits, responsibilities, and obligations of the City and the Wholesale User(s) under this Agreement, including permission for any Industrial Users to discharge directly or indirectly to the City's Wastewater Facilities, shall cease and the terminated Wholesale User(s) shall have no Capacity Allocation. The terminated Wholesale User(s) shall pay all amounts due under this Agreement for service provided up to and including the date of termination.

14.4.2 Obligation to Meet own Wastewater Needs. The Wholesale User shall have the obligation to meet the needs of all retail customers in its service territory and any Extra-Jurisdictional Customers that it serves for wastewater treatment and disposal service without use of the City's Wastewater Facilities and to comply with all applicable permitting and other requirements of the Clean Water Act.

14.4.3 Temporary Service under YMC. If the Wholesale User cannot immediately meet the requirements of Section 14.4.2 upon termination of this Agreement, it may purchase wastewater treatment and disposal service from the City for a period of time not to exceed five years as a non-owner (outside city) customer pursuant to chapter 7.60 YMC, provided that the Wholesale User is subject to a binding compliance schedule issued by the City or Ecology. The Wholesale User must comply with all requirements of chapter 7.65 YMC.

15.0 INDEMNIFICATION

15.1 **Indemnification of City by Wholesale Users.** The Wholesale Users shall indemnify and hold the City harmless for all damages, fines, and costs (including, without limitation, attorneys', consultants' and experts' fees) incurred as a result of wastewater and/or industrial waste discharged from the Wholesale Users' sanitary sewer system into the City's sanitary sewer system in violation of federal or state laws or regulations or the pretreatment program maintained pursuant to this Agreement. In addition, the Wholesale Users shall indemnify and hold harmless the City, its elected officials, officers, employees, agents and representatives, from and against any and all damages, fines, costs (including, without limitation, attorneys', consultants' and experts' fees, and fees to establish the right to indemnification), judgments, and liabilities (except to the extent that any of the same results from the indemnified Wholesale User's negligent act or omission), arising out of or related to any act or omission of the Wholesale Users, their employees, subcontractors, agents, or servants; PROVIDED that such act or omission is directly related to the Wholesale Users' duties or responsibilities under this Agreement. These rights to indemnification shall survive the termination of this Agreement.

15.2 **Indemnification of Wholesale Users by City.** The City shall indemnify and hold harmless the Wholesale Users, their elected officials, officers, employees, agents and representatives, from and against any and all damages, fines, costs (including, without limitation, attorneys', consultants' and experts' fees, and fees to establish the right to indemnification), judgments, and liabilities (except to the extent that any of the same results from the indemnified Wholesale Users' negligent act or omission), arising out of or related to any act or omission of the City, its employees, subcontractors, agents, or servants; PROVIDED that such act or omission is directly related to the City's duties or responsibilities under this Agreement. This right to indemnification shall survive the termination of this Agreement.

15.3 **Indemnification of Wholesale Users by Each Other.** Each Wholesale User shall indemnify and hold harmless the other Wholesale User, its elected officials, officers, employees, agents and representatives, from and against any and all damages, fines, costs (including, without limitation, attorneys', consultants' and experts' fees, and

fees to establish the right to indemnification), judgments, and liabilities (except to the extent that any of the same results from the indemnified Wholesale User's negligent act or omission), arising out of or related to any act or omission of the first Wholesale User, its employees, subcontractors, agents, or servants; PROVIDED that such act or omission is directly related to the first Wholesale User's duties or responsibilities under this Agreement. This right to indemnification shall survive the termination of this Agreement.

16.0 GENERAL PROVISIONS

16.1 **Severability**. If one or more sections or provisions of this Agreement are held to be unlawful, invalid or unenforceable by any court with jurisdiction, the remainder of this Agreement shall not be affected thereby.

16.2 **Binding Effect**. This Agreement, including but not limited to any Capacity Allocation under Section 2.2, shall be binding upon and inure to the benefit of the Parties hereto and their predecessors, successors, heirs and assigns.

16.3 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any legal action taken to enforce the provisions of this Agreement shall be maintained in a court of competent jurisdiction in Yakima County, Washington.

16.4 **Force Majeure**. If a Party is rendered unable by Force Majeure due to acts of God, strikes, lockouts, labor disputes, civil disorder, acts of terrorism or other causes beyond the reasonable control of the affected Party, to carry out, in whole or part, its obligations under this Agreement and such Party gives notice and full details of the event to the other Party as soon as practicable after such occurrence, the obligations of the Party affected by the event (other than the obligation to make payments due for performance prior to the event) shall be suspended to the extent required. The Party claiming Force Majeure shall remedy the Force Majeure as soon as possible.

16.5 **Non-Waiver**. The failure on the part of any Party to enforce its right as to any provision of the Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.

16.6 **No Third-Party Beneficiary**. Except as expressly provided herein, this Agreement is entered into for the exclusive benefit of the Parties hereto and shall not be construed to create any rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established herein.

16.7 **Litigation**. Each Party shall bear its own costs and expenses relating to any mediation and litigation that may result from the performance of this Agreement, and the City shall not include its mediation or litigation costs and expenses in charges to Terrace Heights and Union Gap.

16.8 **Modification of Agreement**. No modification or waiver of this Agreement or any part hereof shall be valid or effective unless in writing and signed by all then-current

Parties to this Agreement; no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other subsequent breach or condition, whether of like or different nature.

16.9 Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire contract between the Parties for the purposes described herein.

17.0 EFFECTIVE DATE AND TERM OF AGREEMENT

17.1 Effective Date; Expiration. This Agreement shall become effective October 1, 2014 upon execution by the City and at least one Wholesale User. It shall remain in full force and effect until January 1, 2034, unless it has been terminated earlier by all Parties pursuant to Section 14.0.

17.2 Extension. Upon expiration, this Agreement shall be of no further force or effect except as set forth in Section 14.4; provided, however, that:

17.2.1 Either or both Wholesale Users may extend this Agreement by one 10-year period by providing written notice to the City on or within the 30 days preceding January 1, 2033 if such Wholesale User(s) wish to retain its or their respective Capacity Allocation(s).

City of Yakima

By: _____
Tony O'Rourke, City Manager

Date: _____

Attest:

Sonya Claar Tee, City Clerk

Contract No.
Resolution No. R-

City of Union Gap

By: _____
Rodney Otterness, City Manager

Date: _____

Attest:

Karen Clifton, City Clerk

Terrace Heights Sewer District

By: _____
Norman Alderson, District Manager

Date: _____

Attest:

Frank Sliger, District Secretary



City Council Communication

Meeting Date: October 27, 2014

From: Gregory Cobb, Acting Public Safety Director

Topic / Issue: Resolution -Traffic Safety Corridor Memorandum of Understanding – Main Street Traffic Safety Corridor

SYNOPSIS: The Police Department has received funding up to \$3,000 for enforcement activities on the Main Street Traffic Safety Corridor. This is the final year of a two year project designed to reduce traffic collisions causing serious injury or death.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign the Memorandum of Understanding (MOU) with the Traffic Safety Commission for overtime reimbursement related to traffic enforcement on the Main Street Traffic Safety Corridor.

LEGAL REVIEW: City Attorney prepared the resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: This is a renewal of an existing MOU for overtime reimbursement.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. MOU

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

A **RESOLUTION** authorizing the City Manager to sign a Memorandum of Understanding between the City of Union Gap and the Washington State Traffic Safety Commission regarding the Yakima/Union Gap Traffic Safety Corridor Project.

WHEREAS, the Washington State Traffic Safety Commission (WSTSC) has funds available to it to provide funding to local jurisdictions to engage in certain emphasis patrols;

WHEREAS, there is funding for use with the Yakima/Union Gap Traffic Safety Corridor Project to reduce accidents within the corridor;

WHEREAS, it is understood that these funds shall not be commingled and are only to be utilized for the specific emphasis areas;

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

The City Manager is authorized to sign a Memorandum of Understanding between the City of Union Gap and the Washington State Traffic Safety Commission regarding the Yakima/Union Gap Traffic Safety Corridor Project.

PASSED this 27th day of October, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, Clerk

Robert F. Noe, City Attorney



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, pursuant to Chapter 39.34 RCW is made and entered into by and between the **Union Gap Police Department (UGPD)** and the **Washington Traffic Safety Commission (WTSC)**.

IT IS THE PURPOSE OF THIS AGREEMENT to assist the Yakima/Union Gap Traffic Safety Corridor Project with special traffic safety emphasis patrol activity.

TERM: October 1, 2015 to April 30, 2015

AMOUNT: NOT TO EXCEED \$3,000

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. **UGPD** will send a representative to Yakima/Union Gap Traffic Safety Corridor Meetings to assist in the creation of a law enforcement action plan for the project.
2. In an overtime capacity, **UGPD officers** will perform the work outlined in the law enforcement section of the Yakima/Union Gap Traffic Safety Corridor Action Plan (attachment A), in coordination with the Yakima Police Department, Washington State Patrol, and the Washington State Liquor Control Board.
3. The amount of the grant is not to exceed \$3,000
4. Participating officers may only be paid for overtime during emphasis patrols. Therefore, **UGPD** must submit claims for reimbursement in a timely manner. All claims for reimbursement for emphases conducted prior to June 30, 2015 must be received by the **WTSC** no later than August 1, 2015.
5. Claims for reimbursement must include:
 - ◆ Invoice Voucher,
 - ◆ Payroll support documents (signed overtime slips, payroll documents, etc.);
 - ◆ Summary of enforcement activities; and
 - ◆ Officer worksheets showing 3 or more self-initiated contacts per hour (Attachment B)
6. Disputes arising under this agreement shall be resolved by a panel consisting of one representative of the **UGPD**, one representative from **WTSC**, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.

7. Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.
8. I certify that none of the funds for this project supplant the normally budgeted funds of this agency nor do these funds pay for routine traffic enforcement normally provided by this agency.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

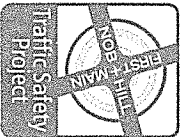
Union Gap Police Department

Washington Traffic Safety Commission

Date

Date

Return to: Angie Ward
Program Manager
WTSC
621 8th Avenue, Suite 409
PO Box 40944
Olympia, WA 98504-0944
(360) 725-9888
award@wtsc.wa.gov



Attachment A

Yakima – Union Gap Traffic Safety Project 1st/Main and Nob Hill Boulevard

Corridor Description:

The Yakima traffic safety project runs along 1st Street in Yakima from US 12 on the north end through Union Gap on Main Street to US 97 on the south end. The project also includes Nob Hill Blvd in Yakima from 1-82 on the east end to 64th Ave on the west end.

Describe key elements of the corridor

Some of the significant characteristics of collisions on the Yakima Corridor are:

-
-
-

The project is expected extend 18 to 24 months.

Chair:

Micah Cawley, Yakima Mayor

Task Force Organizations:

City of Yakima – Council, Police, Engineering, Public Works, Code Enforcement, Transit, Community & Economic Development
City of Union Gap – Council, Police, Public Works,
Yakima County Target Zero Task Force
Yakima Sheriff's Office
Yakima Valley Community College
Yakima School District – Transportation, MLK Elementary
Washington State Patrol

Washington State Liquor Control Board

Business owners

Valley Mall

Fair Association

Yakima Nation

First Street Association

Yakima Valley Memorial Hospital

Washington State Department of Transportation

Washington Traffic Safety Commission

**Yakima – Union Gap Traffic Safety Corridor
1st/Main Streets and Nob Hill Boulevard
Enforcement**

	Corridor Safety Problems Identified	Planned Actions	Organization	Target Date	Desired Impact
1.	Drivers are following too close and are allowing outside influences to distract them from operating their vehicle safely.	<ul style="list-style-type: none"> •Ongoing patrols will target both inattentive driving and following too close. •In addition to ongoing patrols special emphasis events will occur around the following community events: <ul style="list-style-type: none"> • Cinco De Mayo – May 3,4, 5, 2013 • Hop Fest – August 2,3 2013 • Three on Four Basketball Tourney – August 23,24,25, 2013 • Low Rider – July 29-August 3, 2013. • Develop a half sheet bulletin for officers working emphasis patrols explaining the project and identifying the top five contributing causes. 	YPD UGPD WSP LCB	Starting March 27	Reduction in serious injury and fatality crashes in the project area

Corridor Safety Problems Identified	Planned Actions	Organization	Target Date	Desired Impact
2. Drivers "failing to yield" is a leading cause of collisions on the corridor. <ul style="list-style-type: none"> • There are a large number of these crashes at Nob Hill and 12th (possibly due to college students attempting to turn east bound onto Nob Hill?) 	Ongoing patrols will focus on risky turning behavior at Nob Hill and 12 th .	YPD UGPD WSP LCB	Starting March 27	Reduction in serious injury and fatality crashes in the project area
3. Many crashes on the corridor involve young (18-26) male drivers at peak traffic volume times (noon to 5 p.m.)	Targeted emphasis patrols will focus on events that attract young drivers. See #1. Above.	"	"	"
4. A majority of the fatal/serious crashes happen on Mondays, Fridays, and Saturdays.	<ul style="list-style-type: none"> • Ongoing patrols will focus on Monday, Fridays and Saturdays. • Targeted emphasis patrols will also focus on weekends. (see patrol schedule above in #1) 	"	"	"
5. Approximately 20% of all impaired driving crashes in Yakima happen on the corridor.	Extra patrols are being scheduled during events known for being DUI problem times. In addition, LCB will coordinate their work during these times.	"	"	"
6. The prosecutor may not fully understand the impact of following too close	Contact key prosecutors to define following too close	"	"	"

	Corridor Safety Problems Identified	Planned Actions	Organization	Target Date	Desired Impact
	citations.	citations and explain their role in collisions and injuries on the corridor.			
7.	Drivers are not aware of the traffic safety corridor project or the contributing causes of collisions on the corridor	Work with the education team to develop a rack card explaining the project and risky driving behaviors to be distributed with warnings.			

Yakima – Union Gap Traffic Safety Corridor
1st/Main Streets and Nob Hill Boulevard
Engineering

Corridor Safety Problems Identified	Planned Actions	Organization	Target Date	Desired Impact
<p>1. There are a large number of rearend collisions on the corridor due to visibility issues, lack of access control, and sign clutter:</p> <ul style="list-style-type: none"> • 1st & Russell Lane (Home Depot) – close to Washington Ave • 1st near Race St – no nearby signals and parking is allowed • 1st & I St – split-phased signal • 1st & NH – visibility issues, especially in windy conditions • NH & Fair Ave – split-phased signal, no turn lanes 	<ul style="list-style-type: none"> • NH & Fair: Go to either PPLT (or Prot), upgrade signal (\$40K) • 1st & Russell: PTSWF (SB), retime signal, smooth driveway entry • 1st & NH: PTSWF (both NH approaches) • Review/reduce sign clutter and upgrade signing as needed • Review 1st on street parking options • Signal retiming on the corridors • Add advanced detection at key intersections to allow adaptive operations (1st & Mead) • Improve signal visibility (upgrade from 8 inch to 12 inch lenses at locations as needed) 			

Corridor Safety Problems Identified	Planned Actions	Organization	Target Date	Desired Impact
<p>2. <u>There are a large number of angle collisions on the corridor due to visibility issues, lack of access control, and signal timing.</u></p> <ul style="list-style-type: none"> • 1st & Lincoln – old signal, signal head placement, parking lots & on-street parking issues • 1st & Walnut – permitted/protected left turns, high school use, right turn traffic • 1st & Mead – permitted/protected left turns • NH & 64th – speed (posted 35 mph) • NH between 16th & 3rd – narrow 5 lane section (9-10 feet), many driveways • NH & 32nd – school crossing 	<ul style="list-style-type: none"> • Evaluate protected-only left turns at key intersections (for time of day operations), optimize signal timing (1st & Walnut, 1st & Mead) • Evaluate long term options for 1st & Washington 			
<p>3. There are many sideswipe crashes on the corridor due to narrow lanes.</p> <ul style="list-style-type: none"> • 1st & NH – narrow section • 1st & Washington – road shifts, short turn lane on Washington & only 1 through lane (and no right-of-way) 	<ul style="list-style-type: none"> • 1st & Washington: ?? • 1st & NH: Big businesses • A lot of lane shifting to access businesses, look into access control 			
<p>4. <u>There are many hit fixed</u></p>	<ul style="list-style-type: none"> • Review on street parking 			

Corridor Safety Problems Identified	Planned Actions	Organization	Target Date	Desired Impact
<p><u>object crashes on the corridor due to a lack of illumination. The most significant objects hit are utility poles.</u></p> <ul style="list-style-type: none"> Main St area – lack of illumination, objects up to the edge of the road 1st north of I St – lack of illumination NH – narrow lanes & no sidewalks 	<ul style="list-style-type: none"> 1st & north of I St – evaluate signing (eliminate, new, larger), add/upgrade illumination, and cut wedge next to curb to create a greater curb height Add/upgrade illumination at key locations along Main St 			
<p>5. There are areas of the corridor with pedestrian and bicycle crashes due to high demand and some sidewalk limitations.</p> <ul style="list-style-type: none"> 1st & Bartlett – recent upgrades to crosswalk, adding ped signal (08-09) 1st – mostly near the courthouse Main St – several locations NH from Pleasant to Landon – college students and/or elementary students provide high demand, no sidewalk on south side & north side has narrow sidewalk with objects NH & 24th – lots of kids, many stores, and high turning traffic volumes 	<ul style="list-style-type: none"> Improve sidewalks (connectivity and also wider), add buffers Major education & enforcement effort needed Upgrade remaining ped signal heads to countdown style Speed radar signs near schools Add pedestrian-scale illumination along NH from Pleasant to Landon 			
<p>6. There are many driveway-related</p>	<ul style="list-style-type: none"> Look at access control 			

	Corridor Safety Problems Identified	Planned Actions	Organization	Target Date	Desired Impact
	crashes on the corridor due to the high number of driveways and the lack of access control.	along the corridors, especially near 1 st & NH and 1 st & I St			
7.					

**Yakima – Union Gap Traffic Safety Corridor
1st/Main Streets and Nob Hill Boulevard
Education**

Corridor Safety Problems Identified	Planned Actions	Organization	Target Date	Desired Impact
<p>1. The community is not aware of the problems along the corridor or that there is a corridor safety project</p>	<ul style="list-style-type: none"> • A project kick off event will be held to focus attention on the corridor, the work being done to improve safety and risky driver behaviors that are leading to collisions. • A project logo will be developed to use on project road signs and other informational materials. • A project rack card will be developed to introduce the project and highlight risky driver behavior. • Other project awareness and information activities will be planned and coordinated with the enforcement and engineering teams. • Contests and other events to raise project awareness. 		<p>3/27/13</p> <p>10/1/12</p> <p>3/15/13</p>	<p>Create public awareness of the project and it's goals.</p>
<p>2. Drivers on the corridor are not practicing safe driving behavior leading to</p>	<ul style="list-style-type: none"> • A project rack card will be developed to introduce the 		<p>3/15/13</p>	

	<p>preventable collisions. The most frequent unsafe behaviors are:</p> <ul style="list-style-type: none"> • Failing to yield • Inattention • Following to close 	<p>project and highlight risky driver behavior.</p> <ul style="list-style-type: none"> • Education campaigns emphasizing targeted safe driving behavior messages will be developed. 	6/15/13	
3.	<p>There are challenges delivering safety messages to the diverse population driving the corridor. Some the subgroups are:</p> <ul style="list-style-type: none"> • Students • Spanish speaking people • Parents • Out-of-towners • Valley residents • 18-25 year old males 	<p>Outreach campaigns will be developed to reach identified sub groups with safe driving messages. These may feature:</p> <ul style="list-style-type: none"> • Parent teacher groups • Spanish radio and newspapers • Special event that draw out of towners • Student activities and special events or contests. 	Fall 2013	
4.				
5.				
6.				

EMPHASIS PATROL ACTIVITY LOG

Washington Traffic Safety Commission

Updated October 17, 2012

<p>Emphasis</p> <p>Corridor <input type="checkbox"/> DUI <input type="checkbox"/></p> <p>Seat Belt <input type="checkbox"/> T.Z. Teams <input type="checkbox"/></p> <p>Other <input style="width:100px;" type="text"/></p>	<p>Overtime Hours <input style="width:50px;" type="text"/> Regular Hours <input style="width:50px;" type="text"/></p> <p>Agency Name <input style="width:100%;" type="text"/></p> <p>Name <input style="width:50%;" type="text"/> Badge Number <input style="width:20%;" type="text"/></p> <p>Emphasis City <input style="width:100%;" type="text"/></p> <p>Emphasis County <input style="width:100%;" type="text"/></p> <p>Date of Patrol <input style="width:100%;" type="text"/></p> <p>Start Time <input style="width:100%;" type="text"/></p> <p>End Time <input style="width:100%;" type="text"/></p>
---	---

<p>TOTAL</p> <p>Number of Contacts <input style="width:50px;" type="text"/></p> <p># of Warnings <input style="width:50px;" type="text"/></p>	<p>TOTAL</p> <p># of NOI <input style="width:50px;" type="text"/></p> <p>(# of charges, not # of tickets)</p>	<p>TOTAL</p> <p># of NOIC <input style="width:50px;" type="text"/></p> <p>(# of criminal charges, not # of tickets)</p>
--	--	--

<p>Impaired Driving</p>		
<p>DUI Arrests <input style="width:50px;" type="text"/></p> <p>Other Alcohol Related Arrests <input style="width:50px;" type="text"/></p> <p>PBT Taken <input style="width:50px;" type="text"/></p> <p>PBT Refused <input style="width:50px;" type="text"/></p>	<p>Datamaster Taken <input style="width:50px;" type="text"/></p> <p>BAC Lower than .08 <input style="width:50px;" type="text"/></p> <p>BAC .08 or Higher <input style="width:50px;" type="text"/></p> <p>Blood Draw <input style="width:50px;" type="text"/></p> <p>Datamaster Refused <input style="width:50px;" type="text"/></p>	<p>Ignition Interlock Compliant <input style="width:50px;" type="text"/></p> <p>Ignition Interlock Non-Compliant <input style="width:50px;" type="text"/></p>

<p>ARRESTS/CRIMINAL VIOLATIONS</p> <p>Felony Drug Arrests <input style="width:50px;" type="text"/></p> <p>Misdemeanor Drug Arrests <input style="width:50px;" type="text"/></p> <p>Felony Warrant Arrests <input style="width:50px;" type="text"/></p> <p>Misdemeanor Warrant Arrests <input style="width:50px;" type="text"/></p> <p>Other Felony Arrests <input style="width:50px;" type="text"/></p> <p>Other Misdemeanor Arrests <input style="width:50px;" type="text"/></p> <p>Fugitives Apprehended <input style="width:50px;" type="text"/></p> <p>Stolen Cars Recovered <input style="width:50px;" type="text"/></p> <p>DRIVER'S LICENSE</p> <p>IDL Infractions <input style="width:50px;" type="text"/></p> <p>DWLS/R <input style="width:50px;" type="text"/></p> <p>NVOL <input style="width:50px;" type="text"/></p> <p>MOTORCYCLE INFRACTIONS</p> <p>No Valid Endorsement <input style="width:50px;" type="text"/></p> <p>Motorcycle Impound <input style="width:50px;" type="text"/></p> <p><u>Helmet Violations:</u></p> <p>No Helmet <input style="width:50px;" type="text"/></p> <p>Unapproved Helmet <input style="width:50px;" type="text"/></p>	<p>TRAFFIC INFRACTIONS/CITATIONS</p> <p>Speeding <input style="width:50px;" type="text"/></p> <p>Reckless Driving <input style="width:50px;" type="text"/></p> <p>Negligent Driving <input style="width:50px;" type="text"/></p> <p>Other 'Moving' Violations <input style="width:50px;" type="text"/></p> <p>Cell Phone Usage <input style="width:50px;" type="text"/></p> <p>Texting/Other Electronic Device <input style="width:50px;" type="text"/></p> <p>Equipment Violations <input style="width:50px;" type="text"/></p> <p>No Insurance <input style="width:50px;" type="text"/></p> <p>Other 'Non-Moving' Violations <input style="width:50px;" type="text"/></p> <p>SEAT BELT/CHILD CAR SEAT VIOLATIONS</p> <p>Child Car Seat Infractions <input style="width:50px;" type="text"/></p> <p>Child Car Seat Warnings <input style="width:50px;" type="text"/></p> <p>Seat Belt Infractions <input style="width:50px;" type="text"/></p> <p>Seat Belt Warnings <input style="width:50px;" type="text"/></p> <p>How many of these seat belt infractions/warnings were for misuse? <input style="width:50px;" type="text"/></p>
---	--

Please explain any condition/situation that hindered you from meeting the minimum performance requirement of 3 contacts per hour. (e.g. unusual occurrences, officer assists, waiting for tow, etc.)



City Council Communication

Meeting Date: October 27, 2014

From: Gregory Cobb, Acting Public Safety Director

Topic / Issue: Resolution – Interlocal Jail Agreement

SYNOPSIS: The Police Department is continually looking for ways to control incarceration costs. We have been in discussions with the Toppenish Police Department to book our overflow misdemeanor offenders at their facility for \$35.00 per night. County Jail currently charges \$64.00 per night.

RECOMMENDATION: Approve a resolution authorizing the City Manger to sign the Interlocal Agreement with the City of Toppenish for bed space at their City Jail.

LEGAL REVIEW: Resolution prepared by City Attorney.

FINANCIAL REVIEW: These charges will be taken from the current jail budget.

BACKGROUND INFORMATION: The Police Department typically has additional contracts for overflow prisoners. In 2014 there were no feasible alternatives to the County Jail. This contract will allow us to have an alternative booking facility when Wapato Jail is full and greatly reduced costs.

ADDITIONAL OPTIONS:

ATTACHMENTS:

1. Resolution
2. Interlocal Jail Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign an Interlocal Jail Agreement with the City of Toppenish.

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

WHEREAS, the City Union Gap desires to utilize jail facilities maintained and operated by the City of Toppenish for the detention of some of the Union Gap inmates / prisoners;

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

The City Manager is authorized to sign an Interlocal Jail Agreement with the City of Toppenish for year 2015.8

PASSED this 27th day of October, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

INTERLOCAL JAIL AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN the City of Toppenish and the City of Union Gap, to become effective the first day of November 2014.

WITNESSETH:

IN CONSIDERATION of the mutual promises herein, the parties hereto mutually agree as follows:

1. **PURPOSE.** It is the purpose and intent of this agreement that the City of Toppenish, through its Police Department, and the City of Union Gap, through its Police Department, shall cooperate with each other for the care, keeping and custody of male and female Union Gap Municipal Court or Yakima District Court (on behalf of Union Gap) committed prisoners, 18 years of age and older, pursuant to the authority of Section 39.34.080 of the Revised Code of Washington. This agreement is intended to apply to those instances in which it is desirable for the Union Gap Police Department, and not an undue burden on the Toppenish Police Department, that a person be detained at the Toppenish City Jail Facility.

2. **INCARCERATION.** The City of Toppenish shall accept and incarcerate male and female prisoners arrested by the City of Union Gap police officers, and will feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in manner consistent with the rules governing its jail, provided that jail facility has available space, and that no prisoner remains in the custody of the City of Toppenish in excess of 364 days on any one charge, for any reason.

The City of Union Gap shall determine the amount of time to be served, by any person who is incarcerated by the Union Gap Municipal Court or Yakima District Court hearing cases for Union Gap; whether for commitment, in lieu of fine payments or otherwise, and enter it on the court commitment order when committing a prisoner into custody of the Toppenish Jail. Prisoners who do not have their times calculated will be released.

3. **PAYMENT.** The City of Union Gap shall pay the City of Toppenish for the incarceration of its prisoners, the sum of \$35.00 per prisoner, per day or any portion thereof. The City of Toppenish shall, by the fifteenth (15) day of each month, send to the City of Union Gap a statement of incarceration charges incurred in the preceding month. The City of Union Gap shall cause it to be paid by the end of the month in which it is received.

4. **PRISONER DELIVERY AND NOTIFICATION.** The City of Toppenish through its Police Department shall be responsible for delivering male and female prisoners to their facility for incarceration. The City of Union Gap shall be

responsible for notifying the City of Toppenish of the date and time any prisoner is to be released. No person who appears to be sick or injured will be accepted for booking until he / she has received proper medical attention.

5. **BOOKING PROCEDURE.** Male and female prisoners will be booked and released by Toppenish City Corrections Officers according to the procedures and policies of the Toppenish Police Department by completing for each prisoner an appropriate booking sheet with a copy to be provided the arresting officer. Prisoners' personal property will be held and handled in the same manner as those prisoners of the City of Toppenish. A sick or injured prisoner will not be accepted until a medical release is acquired from a medical care provider.
6. **COURT APPEARANCES.** The City of Union Gap will be responsible for arranging court appearances for the prisoners subject to this agreement, and will, whenever necessary for court appearances, arrange to take custody of such prisoners at the jail facility and redeliver such prisoners if appropriate.
7. **BAIL OR FINE.** The City of Toppenish shall not accept bail and bonds for the City of Union Gap, but shall notify the Union Gap clerk or the Union Gap Police Department, of the request to post such monies.
8. **LIABILITY.** The City of Toppenish will be responsible and hold the City of Union Gap harmless, for injury to a prisoner resulting directly from its negligence in maintaining the jail facility, or that of its officers or agents, or other mistreatment of prisoners, and for the loss of or damage to any prisoner's property while the prisoner is in the City's custody.

The City of Union Gap agrees to hold harmless, indemnify and defend the City of Toppenish and its officers, officials, employees and agents from and against all suits, actions, claims, liability and / or costs arising in any manner from the City of Union Gap's actions and / or omissions in relation to this agreement including but not limited to claim of false arrest or detention unless such suit, action, claim, liability or cost is caused solely by the negligence of the City of Toppenish.

9. **MEDICAL TREATMENT.** The City of Toppenish will provide and furnish for prisoners confined in its jail facility that minor medical care, attention and treatment which is administered within the jail facility to its own prisoners. The City of Union Gap will bear the expense of prescription medicines and other physician, hospital, convalescent, dental or other medical care of its own prisoners confined within the jail facility under authority of this agreement. The City of Toppenish will bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the City of Toppenish, its Officers or Agents. It shall be the responsibility of Toppenish police officers to transport sick or injured prisoners to medical care providers at the direction of the City of Union Gap, for emergency medical care.

10. **UNIFORM ALCOHOLISM TREATMENT.** The City of Toppenish shall not be responsible for, nor take into custody, any individual taken into protective custody by the City of Union Gap in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxicated Treatment.
11. **IMPLEMENTATION.** The Toppenish Chief of Police and the Union Gap Chief of Police will be jointly responsible for implementation and proper administration of the agreement, and will refer problems of implementation to the governing body of the Cities for resolution if necessary.
12. **MODIFICATION.** Modifications of this agreement may be accomplished by written agreement between the City of Toppenish and the City of Union Gap and oral understandings or agreements shall suffice to alter the terms of this agreement.
13. **TERMINATION.** Termination of this agreement by either party may be accomplished upon thirty (30) days written notice to the other party stating the reason for said termination.
14. **DURATION.** The duration of this agreement shall be from January 1, 2015 through December 31, 2015.
15. **PROPERTY.** It is not anticipated that any real personal property will be jointly acquired or purchased by the parties solely because of this agreement.
16. **EQUAL OPPORTUNITY.** The parties hereto are equal opportunity employers.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to become effective on the day and year first mentioned.

CITY OF TOPPENISH

CITY OF UNION GAP

William Murphy, City Manager

Rod Otterness, City Manager



City Council Communication

Meeting Date: October 27, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Resolution – Reserve Policy

SYNOPSIS: At the October 4th budget workshop, Mike Bailey, Finance Director for the City of Redmond Washington, discussed the importance of adopting financial policies. He explained that the City of Redmond has a financial policy placing certain percentages of the budget into “Rainy Day”, Stabilization, and Agility funds. I have prepared a draft Reserve Policy placing a percentage of funds based on the total General Fund budgeted revenues into reserve as follows:

- 5% into the General Reserve Fund (002 – “Rainy Day Fund”) This is approximately \$341,573 based on preliminary revenues;
- 8% into General Operating Reserves (beginning fund balance) This is approximately \$546,516 based on preliminary revenues;
- 2% into the Contingency Fund (109) – Which will be funded after the “Rainy Day Fund” and the beginning fund balance have been funded. This is approximately \$136,629 based on preliminary revenues.

RECOMMENDATION: Adopt a resolution making the attached Reserve Policy an official policy of the City.

LEGAL REVIEW: The City Attorney Prepared the Resolution

FINANCIAL REVIEW: The 2015 annual budgets will be prepared funding all of these reserve percentages which total approximately \$1,024,718.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: Modify the Reserve Policy.

ATTACHMENTS: 1. Resolution
2. Draft Reserve Policy

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** adopting Reserve Fund Policies for the City of Union Gap, Washington.

WHEREAS, it is the desire of the City Council to ensure the continued financial stability and strength of the City and one mechanism for doing so is to ensure that monies are placed into appropriate reserve funds;

WHEREAS, policies concerning certain reserve funds have been established (attached hereto) and the City Council wishes to adopt those policies as the City's official policies with respect to these funds;

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

The Reserve Policies attached hereto are adopted as the City's official policies with respect to these reserve funds.

PASSED this 27th day of October, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

CITY OF UNION GAP, WASHINGTON RESERVE POLICIES

Adequate reserve levels are a necessary component of the City's overall financial management strategy and key factor in measuring the City's financial strength.

- a. The City will maintain a City General Reserve Fund (002 – "Rainy Day Fund") with a balance equal to five percent (5%) of the total General Fund budgeted revenues, excluding beginning fund balance. This reserve will sustain City operations in the event of a catastrophic event such as a natural disaster, terrorist attack, or a major downturn in the economy.
- b. The City will maintain General Operating Reserves (beginning fund balance) at a level equal to at least eight percent (8%) of the total General Fund budgeted revenue, excluding beginning fund balance, to provide sufficient cash flow to meet financial needs.
- c. After funding the "Rainy Day Fund" and beginning fund balance the City will fund the Contingency Fund (109) at a level equal to two percent (2%) of the total General Fund budgeted revenue, excluding beginning fund balance. This reserve will finance unbudgeted expenditures.

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
October 13, 2014
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, Olson, Butler, Murr, and Matson were present.
<u>Staff Present</u>	City Manager Otterness, Public Works/Community Development Director Henne, Acting Public Safety Director Cobb, Finance and Administration Director Clifton, PR/AP Technician Bisconer, and City Attorney Noe were present.
<u>Audience Present</u>	See list.
<u>Pledge of Allegiance</u>	Mayor Wentz led the Pledge of Allegiance.
<u>Consent Agenda</u>	<p>Motion by Council Member Butler, second by Council Member Murr to approve the consent agenda as follows:</p> <p>Approve Regular Council Meeting Minutes dated September 22, 2014 as attached to the Agenda and maintained in electronic format.</p> <p>Approve EFT's and Payroll Voucher Nos. 41270 through 41288 and 88688 through 88701 in the amount of \$420,656.35 dated September 30, 2014.</p> <p>Approve EFT's and Claim Voucher Nos. 88702 through 88806 in the amount of \$278,639.97 dated October 13, 2014.</p>
<u>Items from the Audience</u>	John Hodkinson asked to be recognized during discussion of the park issue later in the meeting.
<u>General Items</u>	Summer Darry spoke in support of candidate Curtis Vangstad for County Commissioner and submitted a flyer to Finance and Administration Director Clifton.
<u>Tabled Items</u>	Motion by Council Member Carney, second by Council Member Olson to table discussion of Comprehensive Park Plan Proposed Soccer Field Amendment and Event Center for Economic Development until the next regular scheduled Council Meeting. Motion carried unanimously.
<u>Resolution No. 14-46 – City of Yakima Inter-local Agreement for IT Services</u>	City of Yakima IT Services Manger Wayne Wantland gave the council an overview of the proposed contract for IT services. Motion by Council Member Carney, second by Council Member Murr to adopt Resolution No. 14-46 approving IT Services Contract with the exception of the portion listed for the Fire Department services. Motion carried unanimously.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – October 13, 2014

Public Works/Community
Development

Public Hearing – Six Year Transit Development Plan
Mayor Wentz opened the public meeting. Public Works/Community Development Director Henne along with Justin Bergner and Betsy Dunbar of Medstar Cabulance Inc. provided a summary of the transit development plan. Mayor Wentz closed the public hearing.

Resolution No. 14-47 – Six Year Transit Development Plan
Motion by Council Member Olson, second by Council Member Carney to adopt Resolution No. 14-47 adopting the Six Year Transit Development Plan. Motion carried unanimously.

Resolution No. 14-48 – Amendments to Public Works Trust Fund Loan Contracts
Motion by Council Member Carney, second by Council Member Murr to adopt Resolution No. 14-48 authorizing the Amendments to the Public Works Trust Fund Loan Contracts. Motion carried unanimously.

Resolution No. 14-49 – Pioneer Graveyard Interpretive Site Project Asbestos Abatement
Motion by Council Member Lenz, second by Council Member Murr to adopt Resolution 14-49 authorizing the Pioneer Graveyard Interpretive Site Project Asbestos Abatement. Motion carried unanimously.

Resolution No. 14-50 – Pioneer Graveyard Interpretive Site Project Building Demolition
Motion by Council Member Murr, second by Council Member Lenz to adopt Resolution No. 14-50 authorizing the Pioneer Graveyard Interpretive Site Building Demolition. Motion carried unanimously.

Resolution No. 14-51 – Fullbright Reservoir and Transmission Main Intertie Project Completion
Motion by Council Member Olson, second by Council Member Carney to adopt Resolution 14-51 authorizing the Project completion Amendment of the Fullbright Reservoir and Transmission Main Intertie. Motion carried unanimously.

Resolution No. 14-52 – Chevron Environmental Management Co. Encroachment Agreement
Motion by Council Member Butler, second by Council Member Carney to adopt Resolution No. 14-52 authorizing the Chevron Environmental Management Company Encroachment Agreement. Motion carried unanimously.

Public Safety

Resolution No. 14-53 – Traffic Safety Commission Memorandum of Understanding
Motion by Council Member Olson, second by Council Member Carney to adopt Resolution No. 14-53 authorizing the Traffic Safety Commission Memorandum of Understanding.

City Manager

Resolution No. 14-54 – Contract for Prosecutor
Motion by Council Member Lenz, second by Council Member Murr to Adopt Resolution No. 14-54 authorizing the Contract for Prosecutor

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – October 13, 2014

Services Services. Motion carried unanimously.

Request for Qualifications for City Attorney Services Motion by Council Member Olson, second by Council Member Lenz to authorize the Request for Qualifications for City Attorney Services. Council Member Olson asked that Council Members be given copies of all responses received.

Items from the Audience None.

City Manager Report City Manager Otterness stated that a public hearing on the renewal of the Charter Franchise Agreement would be held at the next Council Meeting.

Communications Skate-park Brochure

Mayor Wentz read aloud a letter received from Main Street Task Force member Stewart Reif asking that the City follow through on the recommendations of the task force.

Development of next agenda None

Other Business None.

Adjournment of Meeting At 7:21 p.m. Mayor Wentz adjourned the October 13, 2014 regular Council Meeting.

Rodney Otterness, City Manager

ATTEST

Karen Clifton, City Clerk



City Council Communication

Meeting Date: October 27, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers, October 27, 2014

SYNOPSIS: Claim Vouchers Dated October 27, 2014

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 88807 through 88913 in the amount of \$278,235.04.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Claim Voucher Roster

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/1900 To: 10/31/2014

Time: 16:01:00 Date: 10/22/2014

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6095	07/09/2014	Claims	2	EFT	CHASE PAYMENTECH		DUPLICATE
6125	09/11/2014	Claims	2	EFT	WA STATE DEPT OF REVENUE	4,133.27	EXCISE TAX CORRECTIONS
6126	10/14/2014	Claims	2	EFT	WA STATE DEPT OF REVENUE	5,249.80	EXCISE TAX CORRECTION
6149	08/14/2014	Claims	2	EFT	US BANK - CHECKING	106.60	ANALYSIS FEES-08/2014
6150	08/26/2014	Claims	2	EFT	WA STATE DEPT OF REVENUE	13,730.35	EXCISE TAX - 07/2014
6191	09/02/2014	Claims	2	EFT	US BANK CARDMEMBER SVC	505.75	CREDIT CARD FEE-09/2014
6086	10/09/2014	Claims	2	88807	MEDSTAR	40,068.02	DIAL A RIDE/FIXED BUS ROUTE - 09/2014
6240	10/27/2014	Claims	2	88808	ACTNOW INC	1,683.00	TEMP FD SEC WK ENDING - 09/27/2014; FD TEMP SECRETARY WK ENDING 10/04/14
6241	10/27/2014	Claims	2	88809	ADVANCED TRAVEL EXP. FUND	693.98	REIMBURSE #1104 - CAVANAUGH; REIMBURSE #1105 - VALLE; INV. OFFICER INVOLVED SHOOTING TRAINING
6242	10/27/2014	Claims	2	88810	AHTANUM CENTER, LLC	47.43	OVERPAYMENT REFUND
6243	10/27/2014	Claims	2	88811	AM SAN	370.28	SHOP SUPPLIES; SPRAY DISPENSER; LCD DISPENSER
6244	10/27/2014	Claims	2	88812	ANDERSON ROCK & DEMOLITION PITS	151.48	GRAVE FOR THE PD RANGE
6245	10/27/2014	Claims	2	88813	WENCESLAO BADILLO	150.00	DEPOSIT REFUND
6246	10/27/2014	Claims	2	88814	HERBERT BEVERLY, SR.	97.06	OVERPAYMENT REFUND
6247	10/27/2014	Claims	2	88815	BLUMENTHAL UNIFORMS &	343.59	BLACK HIGLOSS SHOES-COBB; SHIRT & PANTS, SEW EMBLEM ON GARMENT-COBB
6248	10/27/2014	Claims	2	88816	CANON SOLUTIONS AMERICA	164.42	PD COPIER MAINTENANCE 09/04/14-10/06/14
6249	10/27/2014	Claims	2	88817	CAREY MOTORS	1,362.36	VEHICLE SERVICE #23-REPAIR GASKETS; VEHICLE SERVICE #1-LOF, REPROGRAM RECALL; VEHICLE SERVICE CAR #25 & #18
6250	10/27/2014	Claims	2	88818	CASCADE ANALYTICAL INC	63.72	WASTEWATER SAMPLING
6251	10/27/2014	Claims	2	88819	CASCADE FIRE EQUIPMENT	1,486.45	SUCTION HOSE & STRAINER
6252	10/27/2014	Claims	2	88820	CASCADE NATURAL GAS CORP	123.47	3007 2ND ST-9/14; 107 W AHTANUM-9/14; PD NATURAL GAS 9/4/14-10/7/14
6253	10/27/2014	Claims	2	88821	CASCADE VALLEY LUBE	72.18	BASIC SERVICE; BASIC SERVICE
6254	10/27/2014	Claims	2	88822	CENTRAL CHAIN & TRANSMISSION	414.42	METRIC SEAL, V-BELT
6255	10/27/2014	Claims	2	88823	CENTRAL PRE-MIX CONCRETE CO.	279.45	5.75 SK 3/4" EXTERIOR
6256	10/27/2014	Claims	2	88824	CENTURY LINK	494.06	PD PHONES OCTOBER 2014; WATER TELEMETRY-09/14; AG MUSEUM - 09/2014
6257	10/27/2014	Claims	2	88825	CI SHRED	37.80	PD SHREDDING SEPT 2014

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/1900 To: 10/31/2014

Time: 16:01:00 Date: 10/22/2014

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6258	10/27/2014	Claims	2	88826	CINTAS CORP #605	299.45	PD MAT SERVICE 9/26/14; FIRE DEPT UNIFORM CLEANING; FIRE DEPT UNIFORM CLEANING
6259	10/27/2014	Claims	2	88827	CLASSIC CAR WASH	49.50	PD CAR WASHES SEPTEMBER 2014
6260	10/27/2014	Claims	2	88828	CLASSIC PRINTING	164.86	UB STATEMENTS - 10/2014
6261	10/27/2014	Claims	2	88829	CLIFF'S SEPTIC SERVICE	150.00	HANDICAP UNIT, WASHSTATION AT PIONEER CEMETARY
6262	10/27/2014	Claims	2	88830	COLUMBIA PAINT COMPANY	83.86	PRO PARK WB YELLOW
6263	10/27/2014	Claims	2	88831	COLUMBIA READY-MIX INC	345.23	HMA CL 3/8" PG 64-22
6264	10/27/2014	Claims	2	88832	DB SECURE SHRED	93.52	CH SHRED-9/2014
6265	10/27/2014	Claims	2	88833	DONALD DURKEE	100.00	SFETY BOOT ALLOWANCE
6266	10/27/2014	Claims	2	88834	EDGE CONSTRUCTION SUPPLY	81.08	ANTI-FOG LENS
6267	10/27/2014	Claims	2	88835	EMERGENCY REPORTING	227.01	FIRE/ERS REPORTING NOV-2014
6268	10/27/2014	Claims	2	88836	FASTENERS	350.51	FLAT BLACK, BRAKE AND PARTS CLEANER; RING PLIERS, HANDLES; HOLE SAW, HEX SHANK, PILOT DRILL; T-STYLE PLUGS, OFF WHEEL; CUTOFF WHEEL, SAFETY GLASSES, HEX NUT, THREADED ROD; LOCK NUT, WASHER, CARRIAGE B
6269	10/27/2014	Claims	2	88837	FIVE K COMPUTER-INTERNET-PHON ES	14.95	CI.UNION-GAP.WA.US
6270	10/27/2014	Claims	2	88838	FOSTER PEPPER PLLC	588.50	FOUR PARTY AGREEMENT
6271	10/27/2014	Claims	2	88839	FOWLER COMPANY HD	10,183.13	PARKS SUPPLIES
6272	10/27/2014	Claims	2	88840	GAP AUTO PARTS	36.58	WIPERS CENTERFEED, WIPES
6273	10/27/2014	Claims	2	88841	CRISTINA GARCIA	90.71	Refund Utility Deposit
6274	10/27/2014	Claims	2	88842	GE CAPITAL	400.51	CH COPIER - 11/2014
6275	10/27/2014	Claims	2	88843	GEARJAMMER	3,730.68	PD FUEL AUGUST 16-31, 2014; PD FUEL SEPT 16-30, 2014
6276	10/27/2014	Claims	2	88844	REBECCA GIBSON	50.59	Refund Utility Deposit
6277	10/27/2014	Claims	2	88845	HENDO WINDOW TINTING & ACCESSORIES	1,285.40	TINTING ON NEW PD VEHICLES #10 & #8
6278	10/27/2014	Claims	2	88846	HUMANE SOCIETY OF	2,520.00	PD ANIMAL CONTROL SERVICES SEPTEMBER 2014
6279	10/27/2014	Claims	2	88847	IN TOUCH MARKETING	4,118.08	TOURISM PROMOTION ADS - 09/2014
6280	10/27/2014	Claims	2	88848	INTEGRA TELECOM	603.30	FIRE STA 85-SEPT 2014; PD PHONES 10/03/14-11/02/14
6281	10/27/2014	Claims	2	88849	INTERSTATE BATTERIES	111.80	MTP-24F
6282	10/27/2014	Claims	2	88850	JOEL'S TIRE	30.30	VEHICLE SERVICE #1-TIRE ROTATION
6283	10/27/2014	Claims	2	88851	KELLER SUPPLY CO	286.62	BWL REAR; SEAL GASKET
6284	10/27/2014	Claims	2	88852	LASERTECH NORTHWEST	315.54	MAGENTA & YELLOW TONER FOR OKI
6285	10/27/2014	Claims	2	88853	LONG CO INC GS	2,557.67	PARROT, BROMACIL

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/1900 To: 10/31/2014

Time: 16:01:00 Date: 10/22/2014

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6286	10/27/2014	Claims	2	88854	LOWES COMPANY INC	402.14	LIGHT BULBS FOR OFFICE; 20LB LNDSCPR; KBLT, DOOR BOTTOM; LOCKING STYLE, MERV VPR; SURE SHARP, STARTER HANDLE; TRAP WHITE; SHOP VAC CLAW, VAC EXTENSION, CARTRIDGE FILTER; PREM SUP, SFT SUPPL, PBGH2; DU
6287	10/27/2014	Claims	2	88855	LOWES COMPANY INC	202.30	FACILITY SUPPLIES-CAR WASH LIQUID, BLACK TIES, PAINT, ROUNDUP,
6288	10/27/2014	Claims	2	88856	MAURICES #1579	19.79	OVERPAYMENT REFUND
6289	10/27/2014	Claims	2	88857	MCKENZIE BANKING CO	1,684.24	US FLAGS
6290	10/27/2014	Claims	2	88858	MERCY DEVELOPMENT COMPANY, LLC	87.32	OVERPAYMENT REFUND
6291	10/27/2014	Claims	2	88859	MIWALL CORP	606.88	HORN 308 WIN 155GR-SWAT AMMO
6292	10/27/2014	Claims	2	88860	NOB HILL CLEANERS	20.84	UNIFORM CLEANING-COBB
6293	10/27/2014	Claims	2	88861	ROBERT F NOE	12,000.00	CITY ATTORNEY - 10/2014
6294	10/27/2014	Claims	2	88862	OFFICE DEPOT	75.65	INK
6295	10/27/2014	Claims	2	88863	OFFICE SOLUTIONS NORTHWEST	134.38	NOTE PAD& INK CTG'S; COPY PAPER & VINYL LETTERS
6296	10/27/2014	Claims	2	88864	MARIA ORTIZ	150.00	ACTIVITIES BLDG REFUND
6297	10/27/2014	Claims	2	88865	RODNEY G OTTERNESS	168.00	WCIA BOARD MEETING MILEAGE REIMBURSEMENT
6298	10/27/2014	Claims	2	88866	OWEN EQUIPMENT CO	364.58	FLASHING LED HEAD, BLUE STEEL GB
6299	10/27/2014	Claims	2	88867	PACIFIC POWER	979.88	107 W AHTANUM-SEPT 2014; 3007 2ND ST-SEPT 2014; PD UTILITIES AUG 28-SETPT 29
6300	10/27/2014	Claims	2	88868	PEPSI COLA - YAKIMA	83.00	WATER DELIVERY & RENTAL SEPTEMBER 2014
6301	10/27/2014	Claims	2	88869	PETTY CASH	48.05	MISC RCTS - 10/2014
6302	10/27/2014	Claims	2	88870	RONALD PHILLIPS	59.00	CDL PHYSICAL
6303	10/27/2014	Claims	2	88871	PROTECTION ONE	68.95	ALARM MONITORING-9/2014
6304	10/27/2014	Claims	2	88872	AMBER E RADKE	90.61	TRAVEL REIMBURSEMENT
6305	10/27/2014	Claims	2	88873	REPUBLIC PUBLISHING CO	1,672.43	POLICE OFFICER JOB LISTING; FIRE FIGHTER JOB LISTING; NTC OF PK BOARD MTG
6306	10/27/2014	Claims	2	88874	LUIS SANCHEZ	150.00	BARN RESERVATION REFUND
6307	10/27/2014	Claims	2	88875	SEA-WESTERN INC	250.78	MSA O2 SENSOR
6308	10/27/2014	Claims	2	88876	SIX ROBBLEES INC	23.73	RV PLASTIC CONNECTOR
6309	10/27/2014	Claims	2	88877	DON C. SMITH	133.39	LEOFF 1 RX
6310	10/27/2014	Claims	2	88878	SPECTYR INDUSTRIES CORP	812.00	KRG WHISKEY 3-CHASSIS-SWAT
6311	10/27/2014	Claims	2	88879	SPRINT CH/FD/PW ACT #516627226	883.58	PD PHONES AUGUST 23-SEPTEMBER 22, 2014; GALAXY DEFENDERS; HOLSTER; PW CELL PHONES - 09/2014; FINANCE - 09/2014; BLD/PLN-09/2014
6312	10/27/2014	Claims	2	88880	ADALBERTO TELLEZ	32.00	ACTIVITIES BLDG REFUND
6313	10/27/2014	Claims	2	88881	TRI-VALLEY CONSTRUCTION INC	859.40	PIONEER CEMETARY ASBESTOS INSPECTION

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/1900 To: 10/31/2014

Time: 16:01:00 Date: 10/22/2014

Page: 4

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6314	10/27/2014	Claims	2	88882	TUMBLEWEED TABS	265.52	SR CTR BINGO SUPPLIES
6315	10/27/2014	Claims	2	88883	UNION GAP WATER FUND & SEWER	8,354.11	PD WATER, SEWER, GARBAGE 8/21/14-9/20/14; AG MUSEUM - 09/2014; UG UTILITIES-09/2014; CH NON DOM. FINAL BILL 10/2014
6316	10/27/2014	Claims	2	88884	UNITED PARCEL SERVICE	10.15	SHIPPING CHARGES; PD SHIPPING-LATE PAYMENT FEE
6317	10/27/2014	Claims	2	88885	UNITED SALES INC	552.09	DRAIN TUBES
6318	10/27/2014	Claims	2	88886	UNITED STATES POSTMASTER	780.00	UB POSTAGE - 10/2014
6319	10/27/2014	Claims	2	88887	US BANK CARDMEMBER SVC	1,414.18	INK FOR HP 727; PD 700 SPS TAC 308-SWAT; FOOD FOR INMATE WORKERS-CARLS JR. BURGER MEALS; 2014 CW TRANSPORTATION SYMPOSIUM; PD KEY CHAINS
6320	10/27/2014	Claims	2	88888	VALLEY LOCK & KEY SERVICE	58.43	PD-DUPLICATE KEYS
6321	10/27/2014	Claims	2	88889	WA STATE DEPT OF REVENUE	915.02	UNCLAIMED PROPERTY; UNCLAIMED PROPERTY
6322	10/27/2014	Claims	2	88890	WA STATE DEPT OF TRANS.	323.85	GENERAL PROJECT MANAGEMENT, RIGHT OF WAY & LIMITED ACCESS; LA07607R S 12TH AVE BRIDGE
6323	10/27/2014	Claims	2	88891	WA STATE DEPT OF TRANSPORTATION	251.06	SIGNAL MAINT, REPAIR & ADDITIONS
6324	10/27/2014	Claims	2	88892	WA STATE PATROL	33.00	BACKGROUND CHECKS - 09/2014
6325	10/27/2014	Claims	2	88893	WAPATO POLICE DEPT	24,760.66	JAIL BILLING SEPTEMBER 2014
6326	10/27/2014	Claims	2	88894	YAKIMA CITY TREASURER	37,249.57	2014 4TH QTR DISPATCH/MOBILE/COMM SERV-FIRE; 4TH QTR 2014 DISPATCH FEES, DESKTOP & MOBILE SERVICES, COMMUNICATIONS & ELECTRONIC SERVICES
6327	10/27/2014	Claims	2	88895	YAKIMA CO AUDITOR	144.00	UTILITY LIENS
6328	10/27/2014	Claims	2	88896	YAKIMA CO DEPT OF CORRECTIONS	8,029.52	JAIL BILLING AUGUST 2014
6329	10/27/2014	Claims	2	88897	YAKIMA CO DISTRICT COURT	28,815.42	COURT OPERATING AGREEMENT - 11/2014
6330	10/27/2014	Claims	2	88898	YAKIMA CO PRINTING DEPT	57.35	PD RECEIPTS
6331	10/27/2014	Claims	2	88899	YAKIMA CO PUBLIC SERVICES	37,057.80	PERMITS-PLAN RVW FEES - 11/13 - 09/04/2014; COUG STRIPPING; STORMWATER UTILITY 8/1-8/31/2104; STORMWATER UTILITY 07/01-12/31/2014; COUG DUST ABATEMENT

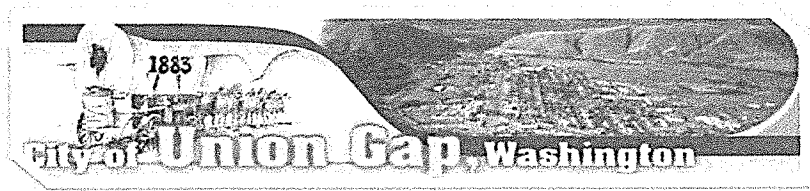
WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/1900 To: 10/31/2014

Time: 16:01:00 Date: 10/22/2014
Page: 5

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6332	10/27/2014	Claims	2	88900	YAKIMA COOPERATIVE ASSN	860.54	FIRE DEPT GAS CHARGES-SEPT 2014; JANITOR FUEL-9/2014
6333	10/27/2014	Claims	2	88901	YAKIMA WELDERS SUPPLY INC	234.05	O2 CYLINDER RENTAL; ANNUAL CYLINDER RENTAL, SUPPLIES
6334	10/27/2014	Claims	2	88902	CASCADE NATURAL GAS CORP	21.20	CH/COMM DEV - 9/2014
6335	10/27/2014	Claims	2	88903	CENTRAL WA HOMEBUILDERS ASSOC	464.00	MEMBERSHIP DUES
6336	10/27/2014	Claims	2	88904	CENTURY LINK - LD	10.69	CH LONG DISTANCE- 10/2014
6337	10/27/2014	Claims	2	88905	CINTAS CORP #605	219.78	CH MAT SERVICE; SC MOP & MAT SERVICE
6338	10/27/2014	Claims	2	88906	FUTURE LINK COMMUNICATIONS	102.70	PHONE SYSTEM TROUBLESHOOT
6339	10/27/2014	Claims	2	88907	GILLILAND LAW FIRM PLLC	240.00	CONFLICT ATTORNEY-42544
6340	10/27/2014	Claims	2	88908	INTEGRA TELECOM	1,883.33	CH - 9/2014; YOUTH PARK/SENIOR CTR -10/2014
6341	10/27/2014	Claims	2	88909	NEOFUNDS BY NEOPOST	1,010.00	POSTAGE - 10/2014
6342	10/27/2014	Claims	2	88910	PACIFIC POWER	306.92	AG MUSEUM - 09/2014
6343	10/27/2014	Claims	2	88911	REPUBLIC PUBLISHING CO	870.17	ATTORNEY QUALIFICATION & NTC OF HEARING
6344	10/27/2014	Claims	2	88912	UNITED BUSINESS MACHINES	70.18	KM-3050 COPIER LEASE - 10/2014
6345	10/27/2014	Claims	2	88913	VERIZON WIRELESS	108.51	CITY ADMINISTRATOR- 9/2014
						163,657.74	
001 Current Expense Fund						163,657.74	
101 Street Fund						36,230.24	
107 Convention Center Reserve Fund						431.94	
108 Tourism Promotion Area Fund						4,118.08	
114 Seniors Activity Fund						265.52	
121 Street Development Reserve Fund						196.17	
123 Criminal Justice Fund						1,919.93	
124 Infrastructure Reserve Fund						127.68	
128 Transit System Fund						40,068.02	
130 Community Policing Fund						70.02	
131 Drug Seizure Forfeiture Fund						812.00	
401 Water Fund						7,551.42	
402 Garbage Fund						5,798.81	
403 Sewer Fund						15,791.67	
404 Water/Sewer Improvement Reserve						588.50	
414 Water Deposits						607.30	
						278,235.04	Claims: 278,235.04
						278,235.04	



City Council Communication

Meeting Date: October 27, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Petty Cash Checks

SYNOPSIS: Petty Cash Checks for month of September 2014.

RECOMMENDATION: Request Council approve Petty Cash Check No. 1826 through 1829 in the amount of \$493.14, issued and paid in the month of October 27, 2014.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS:

ATTACHMENTS: Petty Cash Voucher Roster
/

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

09/01/2014 To: 09/30/2014

Time: 14:46:39 Date: 10/13/2014

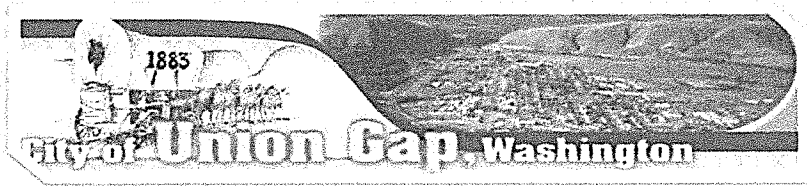
Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5438	09/03/2014	Claims	637	1826	UNITED STATES POSTMASTER	275.00	CH NEWSLETTER - FALL 2014
5457	09/08/2014	Claims	637	1827	COSTCO	55.70	BUDGET WORKSHOP SUPPLIES
5866	09/11/2014	Claims	637	1828	COSTCO	108.44	BATTERIES, WATER & SMEMORY CARDS
5870	09/15/2014	Claims	637	1829	EL VALLE FAMILY RESTAURANT	54.00	YVCOG MTG - DO, MC & DS
						493.14	
635 Petty Cash						493.14	
						493.14	Claims: 493.14
* Transaction Has Mixed Revenue And Expense Accounts						493.14	

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described and that the claim is a due and unpaid obligation against the City of Union Gap, and that I am authorized to authenticate and certify to said claim.

Certified By: _____ Date: _____

() Finance Director () Auditing Officer () Deputy Finance Director



City Council Communication

Meeting Date: October 27, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Advance Travel Checks

SYNOPSIS: Advance Travel Checks for month of September 2014.

RECOMMENDATION: Request Council approve Petty Cash Check No. 1230 through 1232 in the amount of \$406.91, issued and paid in the month of October 27, 2014.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS:

ATTACHMENTS: Accounts Payable Voucher Roster

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

09/01/2014 To: 09/30/2014

Time: 14:12:27 Date: 10/13/2014

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5511	09/08/2014	Claims	638	1230	LYNETTE BISCONER	178.19	ATR #1103
5868	09/11/2014	Claims	638	1231	HECTOR RIVERA	54.00	ATR #1097
5711	09/22/2014	Claims	638	1232	TERESA LOPEZ	174.72	ATR #1102
636 Advanced Travel Expense Fund						406.91	
						<u>406.91</u>	Claims: 406.91
* Transaction Has Mixed Revenue And Expense Accounts						406.91	

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described and that the claim is a due and unpaid obligation against the City of Union Gap, and that I am authorized to authenticate and certify to said claim.

Certified By: _____ Date: _____

() Finance Director () Auditing Officer () Deputy Finance Director