

**UNION GAP CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**MONDAY, NOVEMBER 10, 2014 – 6:00 P.M.**  
**102 W. AHTANUM ROAD, UNION GAP**

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

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

*A. Approval of Minutes:*

Regular Council Meeting Minutes, dated October 27, 2014, As attached to the Agenda and maintained in electronic format;

*B. Approve Vouchers:*

Claims Vouchers – EFT's and Voucher Nos. 88927 through 89026 for November 10, 2014, in the amount of \$429,725.14;

Payroll Vouchers – EFT's and Voucher Nos. 41289 through 41305 and 88914 through 88926 for October 30, 2014, in the amount of \$382,241.70.

**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 - (Continued from October 27<sup>th</sup> Public Hearing).

**Public Hearing**

2015 Ad Valorem Property Tax.

**Finance & Administration**

1. Ordinance No. - \_\_\_\_\_ - A Fixing the 2015 Ad Valorem Property Tax **Without the 1%**;
2. Ordinance No. - \_\_\_\_\_ - B Fixing the 2015 Ad Valorem Property Tax **With the 1% Increase property tax**;
3. Resolution No. - \_\_\_\_\_ - Reserve Policy;
4. Resolution No. - \_\_\_\_\_ - 2015 BIAS Software Service Agreement.

**Public Works/Community Development**

1. Resolution No. \_\_\_\_\_ - Yakima Youth Soccer Association Facility Use Agreement Amendment and Lease Agreement for Park Office Space;
2. Resolution No. \_\_\_\_\_ - 3-Party Wholesale Service Agreement – Wastewater Treatment.

**Public Safety**

Resolution No. \_\_\_\_\_ - 2015 Yakima County Interlocal Jail Agreement.

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

**VI. CITY MANAGER REPORT**

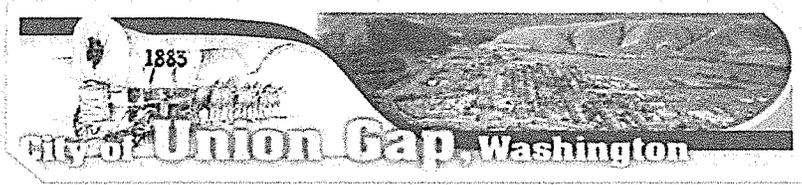
**VII. COMMUNICATIONS/QUESTIONS/COMMENTS**  
PW/Community Development - Permit Report – January through October, 2014.

**VIII. DEVELOPMENT OF NEXT AGENDA**

**IX. ANY OTHER BUSINESS**

**X. ADJOURN REGULAR MEETING.**

**Please join us after the meeting for cake, coffee, and punch to say farewell to Bob Noe and thank him for over 8 years of service as our City Attorney.**



## City Council Communication

**Meeting Date:** November 10, 2014  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Public Hearing – Property Taxes and Revenue Sources for the 2015 Budget

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**SYNOPSIS:** Statute requires a that a public hearing be held regarding property taxes and revenue sources for the following year.

**RECOMMENDATION:** Conduct public hearing to consider oral and written comments regarding the property taxes and other revenue sources for the 2015 budget.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Public Hearing Notice

**UNION GAP CITY COUNCIL  
NOTICE OF A PUBLIC HEARING REGARDING AD VALOREM  
TAXES AND REVENUE SOURCES FOR THE 2015 BUDGET  
CITY OF UNION GAP, WASHINGTON**

NOTICE IS HEREBY GIVEN that on Monday, November 10, 2014 at 6:00 p.m. the City Council will conduct a public hearing regarding Ad Valorem Taxes to be levied on properties and Revenue Sources for the 2015 Budget.

The public hearing will be held in the Union Gap City Council Chambers (former Library), 102 W. Ahtanum Road, Union Gap, Washington. All persons wishing to offer comment are encouraged to attend, comment may also be submitted in writing to the City Clerk at P.O. Box 3008, Union Gap, WA 98903, or by e-mail at [kclifton@cityofuniongap.com](mailto:kclifton@cityofuniongap.com) until November 10, 2014 at 5:00 p.m.

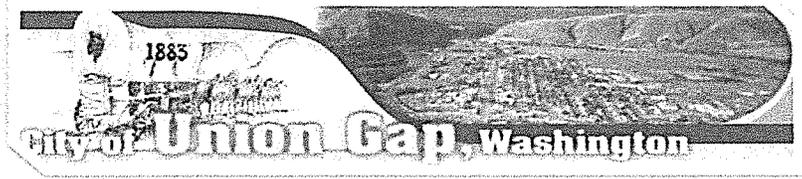
Citizens attending the hearing will have the right to provide written and oral comments concerning the property taxes and revenue sources for the 2015 Budget.

DATED this 30th day of October, 2014.

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Karen Clifton, City Clerk

**PUBLISH: November 1st and November 9th, 2014**



## City Council Communication

**Meeting Date:** November 10, 2014  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Ordinance – Fixing the 2015 Ad Valorem Property Taxes (Without 1% Increase)

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**SYNOPSIS:** This is the annual property tax levy for the ensuing year. Certification of the levy needs to be recorded with Yakima County and the public hearing on this matter was conducted on November 10, 2014.

**RECOMMENDATION:** Adopt and publish an ordinance fixing the estimated amount of ad valorem taxes to be levied to meet the financial requirements of the City of Union Gap, Washington for the year 2015.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** Property tax continues to be one of the major revenue sources for general government operations, amounting to approximately 27% of the resources of the Current Expense Fund. The annual increase is now limited to 1% of the levy of the prior year. However the Council does not wish to increase the Property Taxes for 2015. Therefore the City will receive the increased value of new construction, annexations, and a 3% adjustment for a final assessment. The calculation for Union Gap is as follows:

2014 Levy	\$1,585,937.88
New Construction	8,612.65
3% Adjustment for final levy	<u>47,836.52</u>
Total Levy for 2015	\$1,642,387.05

**BACKGROUND INFORMATION:** The estimated assessed valuation for the 2015 levy is \$585,700,988 compared to \$557,780,894 for 2014.

**ADDITIONAL OPTIONS:** Implement the 1% increase in the levy.

**ATTACHMENTS:** Ordinance

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. \_\_\_\_\_ -A**  
**(Without 1% Increase)**

**AN ORDINANCE** fixing the estimated amount of ad valorem taxes to be levied to meet the financial requirements of the City of Union Gap, Washington for the year 2015.

**WHEREAS**, it is necessary that the City Clerk certify to the Board of County Commissioners the estimated amount of ad valorem taxes to be levied to meet the financial requirements of the City of Union Gap; and

**WHEREAS**, the City Council of the City of Union Gap has properly given notice of the public hearing held on Monday, November 10, 2014 to consider the City of Union Gap's current expense budget for the 2015 calendar year, pursuant to RCW 84.55.120; and

**WHEREAS**, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Union Gap requires an increase in property tax revenue from the previous year, resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City of Union Gap and in its best interest; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Union Gap, and is necessary to meet the expenses and obligations of the City of Union Gap, for the property tax revenue to be increased for the year 2015; and

**WHEREAS**, the City of Union Gap has a population of less than 10,000;

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Union Gap that an increase in the regular property tax levy is hereby authorized for the 2015 levy in the amount of \$56,449.17 which in addition to any amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, brings the total ad valorem tax for the City of Union Gap to \$1,642,387; and

This ordinance shall be published in the official newspaper of the City of Union Gap and shall take effect and be in full force five (5) days after passage and publication.

**PASSED** this 10<sup>th</sup> day of November 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Robert F. Noe, City Attorney



## City Council Communication

**Meeting Date:** November 10, 2014  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Ordinance – Fixing the 2015 Ad Valorem Property Taxes (With 1% Increase)

---

**SYNOPSIS:** This is the annual property tax levy for the ensuing year. Certification of the levy needs to be recorded with Yakima County and the public hearing on this matter was conducted on November 10, 2014.

**RECOMMENDATION:** Adopt and publish an ordinance fixing the estimated amount of ad valorem taxes to be levied to meet the financial requirements of the City of Union Gap, Washington for the year 2015.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** Property tax continues to be one of the major revenue sources for general government operations, amounting to approximately 27% of the resources of the Current Expense Fund. The annual increase is now limited to 1% of the levy of the prior year and the Council wishes to increase the Property Taxes for 2015. Therefore the City will receive the increased value of new construction, annexations, a 1% increase, plus a 3% adjustment for a final assessment. The calculation for Union Gap is as follows:

2014 Levy	\$1,585,937.88
Plus 1% Increase	15,859.38
New Construction	8,612.65
3% Adjustment for final levy	<u>48,312.30</u>
Total Levy for 2015	\$1,658,722.21

**BACKGROUND INFORMATION:** The estimated assessed valuation for the 2015 levy is \$585,700,988 compared to \$557,780,894 for 2014.

**ADDITIONAL OPTIONS:** Do not implement the 1% increase in the levy.

**ATTACHMENTS:** Ordinance

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. \_\_\_\_\_ -B**  
**(With 1% Increase)**

**AN ORDINANCE** fixing the estimated amount of ad valorem taxes to be levied to meet the financial requirements of the City of Union Gap, Washington for the year 2015.

**WHEREAS**, it is necessary that the City Clerk certify to the Board of County Commissioners the estimated amount of ad valorem taxes to be levied to meet the financial requirements of the City of Union Gap; and

**WHEREAS**, the City Council of the City of Union Gap has properly given notice of the public hearing held on Monday, November 10, 2014 to consider the City of Union Gap's current expense budget for the 2015 calendar year, pursuant to RCW 84.55.120; and

**WHEREAS**, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Union Gap requires an increase in property tax revenue from the previous year, resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City of Union Gap and in its best interest; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Union Gap, and is necessary to meet the expenses and obligations of the City of Union Gap, for the property tax revenue to be increased for the year 2015; and

**WHEREAS**, the City of Union Gap has a population of less than 10,000;

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Union Gap that an increase in the regular property tax levy is hereby authorized for the 2015 levy in the amount of \$72,784 which in addition to any amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, brings the total ad valorem tax for the City of Union Gap to \$1,658,722; and

This ordinance shall be published in the official newspaper of the City of Union Gap and shall take effect and be in full force five (5) days after passage and publication.

**PASSED** this 10<sup>th</sup> day of November 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Robert F. Noe, City Attorney



## City Council Communication

**Meeting Date:** November 10, 2014  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Resolution – Reserve Policy

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**SYNOPSIS:** At the October 4<sup>th</sup> 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 \$336,558 based on preliminary revenues;
- 8% into General Operating Reserves (beginning fund balance)  
This is approximately \$538,492 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 \$134,623 based on preliminary revenues.

The City Council at its meeting on October 27 referred the policy to the Finance and Administration Committee which discussed which discussed the policy at its meeting on November 3. As the result of those discussions, the reserve policy has been re-drafted to include language requiring a supermajority to expend funds from the 002 Rainy Day fund.

**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:**

1. Discussed at the Budget Workshop on October 4, 2014;
2. Discussed at the Council Meeting on October 27, 2014;
3. Distributed and discussed at the Committee Meeting on November 3, 2014.

**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 10th day of November, 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. Expenditures from this fund may be made only by the vote of one more than the majority of all members of the City Council.
- 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 a 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.

11-5-14 draft



## City Council Communication

**Meeting Date:** November 10, 2014  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Resolution – 2015 BIAS Software Service Agreement

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**SYNOPSIS:** The current Software Service Agreement with BIAS Software expires December 31, 2014 and a new agreement needs to be signed.

**RECOMMENDATION:** Adopt a resolution authorizing the City Manager to sign the 2015 BIAS Software Service Agreement.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** Money has been placed in the 2015 Budget to cover these expenses.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. 2015 BIAS Software Service Agreement

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

**A RESOLUTION** authorizing the City Manager to sign a service agreement with BIAS Software for the service of software BIAS Software provides for use in the City's Finance Department.

**WHEREAS**, the City's Finance Department is utilizing software provided to it by BIAS Software;

**WHEREAS**, in order to maintain service for the software the City needs to enter into a 2015 software service agreement with BIAS Software;

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

The City Manager is authorized to sign a 2015 Software Service Agreement with BIAS Software.

**PASSED** this 10<sup>th</sup> day of November 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Robert F. Noe, City Attorney

Order form for: **City of Union Gap**

Prepared on: **November 4, 2014**

Account Contact **Karen Clifton**

**2015 Annual Service Fee: \$10,120.52**

**ORDER FORM**

**Order Prepared For:**

**Order Prepared By:**

Company: **City of Union Gap**  
 Contact: **Karen Clifton**  
 Address: **102 W Ahtanum Rd.**  
**PO Box 3008**  
**Union Gap, Washington 98903-0008**  
 Phone: **(509) 248-0433**  
 Email: **ugtreasurer@cityofuniongap.com**

Company: **BIAS Software**  
 Contact: **Mark Felchlin**  
 Address: **327 E Pacific**  
**Spokane, Washington 99202**  
 Phone: **509.443.3332**  
 Email: **mark@biassoftware.com**

**ORDER DETAILS**

Professional Services				
Product	Modules	Qty.	Sub-total	Extended Price
2015 Annual Support	Financial	1	\$2,025.00	\$2,025.00
2015 Annual Support	Payroll	1	\$1,940.63	\$1,940.63
2015 Annual Support	Cash Receipting	1	\$1,604.25	\$1,604.25
2015 Annual Support	Utilities	1	\$2,390.63	\$2,390.63
2015 Annual Support	Permitting	1	\$1,350.00	\$1,350.00
Total IT Services:				\$0.00
Total Cloud Licenses:				\$0.00
Other Fees:				
<b>SIGN &amp; RETURN BY</b> <b>11.30.14</b>				Discounts:
Tax				\$810.01
<b>Grand Total</b> (Tax Included)				<b>\$10,120.52</b>

**Enhancements**

Online Payments, LID, Reservations, Business Licensing, Utility Interface,

**YOU'RE INVITED**  
**2015 BIAS Rally**

**Come see what BIAS Community is all about!**  
**Tuesday, February 17<sup>th</sup> – Friday, February 20<sup>th</sup>**

The Davenport Hotel | Spokane, WA  
 more info [www.biassoftware.com/rally](http://www.biassoftware.com/rally)

**Sign Up:** Contact Sue at 509.443.3332

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## Contract Special Terms

During the Contract Term and for one year thereafter, Customer shall not disclose the pricing or terms hereunder to any third party without Customer notifying BIAS in writing prior to disclosure.

### PAYMENT:

Annual Support Fee is due on the contract year by January 31<sup>st</sup>. Invoice will be generated upon receiving signed Order Form.

### Remarks

#### WINDOWS XP

BIAS will no longer install BIAS Software on XP computers. Microsoft discontinued support for Windows XP in April of 2014. Since then we have continued to support Windows XP, however the risks involved in maintaining an unsupported OS in today's environment is great. Therefore we will be discontinuing support for Windows XP as of the end of 2014. This means we will no longer install BIAS software on XP machines and we will provide a very limited if any troubleshooting for existing XP machines.

**BIAS offers several installation options including:** Stand alone, Workgroup, Client-server, and **(new!)** Hosted. Our IT staff will work with you to find the right fit for your organization.

Please feel free to contact us if you have any questions about the Order Form details.

Upon signature by Customer and submission to BIAS, this Order Form shall become legally binding and governed by the Master Subscription Agreement between BIAS and Customer unless otherwise agreed by BIAS and Customer.

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

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

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

Signature:

Please sign digitally or print and fax to 888.228.0030 or email to [sue@biassoftware.com](mailto:sue@biassoftware.com).



## City Council Communication

**Meeting Date:** November 10, 2014  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution – First Amendment to Yakima Youth Soccer Association Facility Use Agreement and Lease Agreement for Park Office Space

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**SYNOPSIS:** The Yakima Youth Soccer Association (YYSA) would like to enter into a Lease Agreement for Park Office Space and to amend the current two-year agreement with the City for the purpose of using an area at the Youth Activities Park.

- The Lease Agreement for Park Office Space shall be from January 1, 2015 and ending December 31, 2019 or shorter period if this Lease is sooner terminated.
- The amendment to the agreement will extend field use starting fall of 2015 through the spring of 2017 league play and provide for a provision for early termination.

**RECOMMENDATION:** Adopt a resolution authorizing the City Manager to sign a Lease Agreement for Park Office Space and the First Amendment to the Facility Use Agreement with the Yakima Youth Soccer Association (YYSA) for use of part of the Ahtanum Youth Activities Park.

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

**FINANCIAL REVIEW:** annual revenue to the park from agreements; \$8,298.75 - \$500 per month for office rental and \$2,298.75 year for field use fees.

**BACKGROUND INFORMATION:** The Park Board recommends the amendment to the agreement and office rental.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. First Amendment to City of Union Gap and Yakima Youth Soccer Association 2013-2014 & 2014-2015 Soccer Season Facility Use Agreement
3. Lease Agreement for Park Office Space
4. Information About YYSA

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

**A RESOLUTION** authorizing the City Manager to sign a Lease Agreement for Park Office Space and a First Amendment to the Facility Use Agreement with the Yakima Youth Soccer Association (YYSA) for use of part of the Ahtanum Youth Activities Park for soccer practices and League play games.

**WHEREAS**, the City of Union Gap owns and operates Ahtanum Youth Activities Park;

**WHEREAS**, the YYSA wishes to utilize the Youth Activities Park for Office space and soccer purposes for its league play and practice;

**WHEREAS**, it is the desire of the City Council to permit YYSA to use the Youth Activities Park subject to certain terms and conditions;

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

That the City Manager is authorized to sign a Lease Agreement for Park Office Space and First Amendment to the Facility Use Agreement with Yakima Youth Soccer Association for use of part of the Ahtanum Youth Activities Park for the duration outlined within the Agreements.

**PASSED** this 10<sup>th</sup> day of November, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Robert F. Noe, City Attorney

FIRST AMENDMENT TO  
CITY OF UNION GAP  
and  
YAKIMA YOUTH SOCCER ASSOCIATION  
2013-2014 & 2014-2015 Soccer Season  
Facility Use Agreement

The parties to the CITY OF UNION GAP and YAKIMA YOUTH SOCCER ASSOCIATION, 2013-2014 & 2014-2015 Soccer Season Facility Use Agreement wish to amend the Agreement to provide for a two-year extension to the term of the Agreement, to provide for a provision for early termination, and to provide for modifying Attachments thereto as follows:

**Section 1.** Paragraph 2 to the Agreement "Duration" is amended to read:

2. DURATION:

The ASSOCIATION shall have the right of use of the premises from 8:00 a.m. to 5:00 p.m. on September 7, 14, 21, 28, 2013 & October 5, 12, 19, 26, 2013; March 8, 15, 22, 29, 2014 & April 5, 12, 2014; AND September 6, 13, 20, 27, 2014 & October 4, 11, 18, 25, 2014; March 14, 21, 28, 2015 & April 4, 11, 18, 2015 as the dates and fields under rental dates listed on Attachment "B" and "C". The Association shall have the further right of use of the premises for Fall 2015, Spring 2016, Fall 2016, and Spring 2017 as set forth in Amended Attachment "B" and "C", the Association shall present said Amended Attachments to the City for its consent and incorporation of the same into this Agreement on or before April 30, 2015.

- a. The ASSOCIATION shall have the right to conduct Youth Soccer Association sanctioned soccer games together with all activities incidental thereto.
- b. The ASSOCIATION shall vacate the fields by 5:00 p.m.; all field and parking areas shall be cleaned of garbage.
- c. The CITY may terminate this Agreement and request that the ASSOCIATION discontinue use of and vacate the premises upon providing notice of its request six (6) months in advance of the requested date to discontinue use and vacate.

**Section 2.** Paragraph 15 to the Agreement "Payment" is amended to read as follows:

15. PAYMENT:

- a. The ASSOCIATION shall pay to the CITY the sum of \$2,298.75 on or before August 31, 2013 at 4:30 p.m., by delivery of same to the Director of the CITY or his designee for the Fall 2013 & Spring 2014

soccer season; said fee is non-refundable (Attachment "B"). Payment for additional services, if any, shall be paid before each seceding season (see Attachment "B-1").

b. The ASSOCIATION shall pay to the CITY the sum of \$2,298.75 on or before August 31, 2014 at 4:30 p.m., by delivery of same to the Director of the CITY or his designee for the Fall 2014 & Spring 2015 soccer season; said fee is non-refundable (Attachment "C"). Payment for additional services, if any, shall be paid before each seceding season (see Attachment "C-1").

c. The ASSOCIATION shall pay a sum to be determined on or before April 30, 2015 to the City on or before August 31, 2015 at 4:30 p.m., by delivery of same to the Director of the CITY or his designee for the Fall 2015 & Spring 2016 soccer season; said fee is non-refundable. Payment for additional services, if any, shall be paid before each succeeding season.

d. The ASSOCIATION shall pay a sum to be determined on or before April 30, 2016 to the City on or before August 31, 2016 at 4:30 p.m., by delivery of same to the Director of the CITY or his designee for the Fall 2016 & Spring 2017 soccer season; said fee is non-refundable. Payment for additional services, if any, shall be paid before each succeeding season.

**Section 3.** Paragraph 19 to the Agreement "Exit Interview" is amended to read as follows:

19. EXIT INTERVIEW:

The CITY shall contact the ASSOCIATION as soon as possible, and no later than two (2) week following the facility use, to review each season, additional charges, and to prepare for subsequent events. Following the Fall 2013 & Fall 2014 seasons and prior to the Spring 2014 & Spring 2015 seasons, the CITY and ASSOCIATION shall be able to construct Addendums to this agreement for the purpose of correcting serious concerns. Also, following the Fall 2015 & Fall 2016 seasons and prior to the Spring 2016 & Spring 2017 seasons, the CITY and ASSOCIATION shall be able to construct Addendums to this agreement for the purpose of correcting serious concerns.

First Amendment Agreed upon this \_\_\_\_\_ day of November, 2014.

Yakima Youth Soccer Association

City of Union Gap

\_\_\_\_\_  
President

\_\_\_\_\_  
Rodney Otterness. City Manager

## LEASE AGREEMENT for PARK OFFICE SPACE

This Lease Agreement ("Lease") is made and effective this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Union Gap, Washington, a municipal corporation of the State of Washington (hereinafter referred to as "Union Gap" and/or Landlord") and the Yakima Youth Soccer Association, a non-profit corporation of the State of Washington (hereinafter referred to as "the ASSOCIATION" and/or "Tenant").

WHEREAS, Union Gap and the ASSOCIATION have entered into a Facility Use Agreement for soccer fields at the Ahtanum Youth Activities Park;

WHEREAS, that agreement is currently under review because the ASSOCIATION has offered to invest additional funds in improvements to soccer fields in exchange for a longer agreement;

WHEREAS the city is willing to lease office space in the existing Park Office for so long as the ASSOCIATION also has a current Facility Use Agreement for soccer fields at the Ahtanum Youth Activities Park;

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **Recitals.**

The recitals set forth above are hereby incorporated by reference as if fully set forth herein.

2. **Term.**

A. Union Gap hereby leases to the ASSOCIATION, and the ASSOCIATION hereby leases existing office space in the Park Office building located within Ahtanum Youth Park from Union Gap. The term of the lease shall be from January 1, 2015 and ending December 31, 2019 or shorter period if this Lease is sooner terminated as provided herein.

B. This Lease may be terminated by either party upon written Notice of Intent to Terminate provided one year in advance of the effective termination date.

C. This Lease cannot be extended unless agreed upon in writing by the parties.

3. **Lease Payments.**

The ASSOCIATION shall pay Union Gap the amount of \$500 per month for rent for the designated area of the Park Office. Union Gap shall retain the designated office/storage area for its own use during the lease period.

4. **Condition of Premises.**

The ASSOCIATION and Union Gap have inspected the premises, are fully familiar with and know its condition, and the ASSOCIATION accepts the same in its present condition without any representation of Union Gap regarding the condition thereof or the improvements thereon.

5. **Property Taxes.**

Union Gap shall pay all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Area, if any.

6. **Insurance.**

The ASSOCIATION shall maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities occurring on the Leased Area with the premiums thereon fully paid on or before due date, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

7. **Routine Minor Maintenance and Repairs.**

The ASSOCIATION agrees to keep the Leased Area and all improvements thereon in as good a condition as same are received, reasonable wear and tear excepted. The ASSOCIATION shall be responsible for repair of damage, if any, necessitated by acts or failure to properly use the same by the ASSOCIATION, its agents, employees or invitees within the Lease Area. Maintenance and repairs to the heating and cooling systems, electrical circuits, and roofing shall be the responsibility of Union Gap.

8. **Liens and Waste.**

The ASSOCIATION shall not cause nor permit any liens of any nature to be placed against the Leased Area except liens placed thereon by Union Gap, and the ASSOCIATION shall save Union Gap harmless from and on account of all liens and all expenses and indebtedness connected therewith, except those relating to liens placed thereon by Union Gap. The ASSOCIATION shall not commit nor permit any waste or nuisance to occur upon the Leased Area.

9. **Alterations and Additions.**

The ASSOCIATION shall not make any additions or material alterations to or upon the Lease Area without first obtaining written consent of Union Gap. In making alterations or additions, the ASSOCIATION shall comply with all building code provisions, municipal ordinances and regulations, and state laws which may affect or govern such work. All such additions or alterations made by the ASSOCIATION shall become and remain the property of Union Gap, provided, however, that upon the termination of this lease the ASSOCIATION shall, at its expense, promptly remove such additions or alterations if so requested by Union Gap.

10. **Utilities.**

The ASSOCIATION shall pay all electrical, water, sewer, and garbage bills.

11. **Risk of Loss.**

All personal property of any kind in or on the Leased Area shall be kept there at the risk of the ASSOCIATION and Union Gap shall not be liable and the ASSOCIATION waives all claims for any loss, damage or injury either to property sustained by Yakima upon or about the Leased Area.

12. **Sublease and Assignment.**

The ASSOCIATION shall not sublease all or any part of the Leased Area or assign this Lease in whole or in part without Union Gap's written consent.

13. **Default.**

If default shall at any time be made by the ASSOCIATION, and if said default shall continue for thirty (30) days after notice thereof shall have been given to the ASSOCIATION in writing by Union Gap without correction thereof then having been commenced and thereafter diligently prosecuted, Union Gap may declare the term of this Lease ended and terminated by giving the ASSOCIATION written notice of such intention.

14. **Quiet Possession.**

Union Gap covenants and warrants that upon performance by the ASSOCIATION of its obligations hereunder, Union Gap will keep and maintain the ASSOCIATION in exclusive, quiet, peaceable, undisturbed, and uninterrupted possession of the Leased Area during the term of this Lease; subject to the reasonable needs of Union Gap to enter upon the Leased Area.

15. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

City Manager  
City of Union Gap  
107 W. Ahtanum Road  
Union Gap, WA 98903

If to Tenant to:

President  
Yakima Youth Soccer Association  
1000 Ahtanum Road  
Union Gap, WA 98903

Union Gap and the ASSOCIATION shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

16. **Waiver.**

No waiver of any default of Union Gap or the ASSOCIATION hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Union Gap or the ASSOCIATION shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

17. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

18. **Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Washington.

19. **Venue.**

Venue for any action pertaining to this lease, including but not limited to any action to enforce or interpret this lease, shall lie in Yakima County, Washington.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

CITY OF UNION GAP  
LANDLORD

YAKIMA YOUTH SOCCER  
ASSOCIATION  
TENANT

\_\_\_\_\_  
Rodney Otterness, City Manager

\_\_\_\_\_  
Scott Filkins, President

2-332711-7

FILE NUMBER



DOMESTIC

STATE OF WASHINGTON | DEPARTMENT OF STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal, hereby certify that

ARTICLES OF INCORPORATION

of YAKIMA YOUTH SOCCER ASSOCIATION

a domestic corporation of Yakima, Washington,

was filed for record in this office on this date, and I further certify that such Articles remain on file in this office.



In witness whereof I have signed and have affixed the seal of the State of Washington to this certificate at Olympia, the State Capitol,

May 13, 1983

*Ralph Munro*

RALPH MUNRO  
SECRETARY OF STATE

FILED  
MAY 13 1983

SECRETARY OF STATE  
STATE OF WASHINGTON

ARTICLES OF INCORPORATION  
OF  
YAKIMA YOUTH SOCCER ASSOCIATION

The undersigned hereby adopt the following Articles of Incorporation for the purpose of forming a corporation under the Washington Non-Profit Corporation Act, RCW 24.03:

ARTICLE I

Name

The name of the Corporation shall be:  
YAKIMA YOUTH SOCCER ASSOCIATION

ARTICLE II

Duration

The term of existence of the Corporation shall be perpetual.

ARTICLE III

Registered Office and Agent

The initial registered office of the Corporation is 8101 Viewcrest Way, Yakima, Washington, and the initial registered agent at that address is DANIEL D. LORELLO.

ARTICLE IV

Purposes

This Corporation is organized and shall be operated exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of the United States or any corresponding future provisions of that code. The purpose of the YAKIMA YOUTH SOCCER ASSOCIATION is to establish, promote, and govern youth soccer within Yakima County Washington.

ARTICLE V  
BOARD OF DIRECTORS

The management of the Corporation shall be vested in a board of twenty-one (21) directors. The names and addresses of the twenty one (21) directors who will first manage the affairs of the Corporation, as provided for in the Bylaws, and until their successors are elected and qualified are:

Wayne Schuh	5605 Hilltop Drive Yakima, Washington 98901
Charlena Schuh	5605 Hilltop Drive Yakima, Washington 98901
Ladd Ward	3010 Cascade Road Yakima, Washington 98901
Robert Tekel	5315 Crest Acres Place Yakima, Washington 98908
Don Cowan	916 Hanratty Drive Yakima, Washington 98902
Ron Calloway	3503 Terrace Heights Drive Yakima, Washington 98901
Ron Mansfield	1411 South 28th Avenue Yakima, Washington 98902
Larry Young	4100 Birchfield Road Yakima, Washington 98901
Mike Cadden	6716 South Naches Road Naches, Washington 98937
Vern Lovelass	201 North 81st Avenue Yakima, Washington 98908
James Anderson	4605 Glenmoor Circle Yakima, Washington 98908
Roger Ketchum	223 South 16th Avenue Yakima, Washington 98902
Kathy Mercy	5105 Roza Hill Drive Yakima, Washington 98901
Tony Mueting	2703 West Logan Avenue Yakima, Washington 98902
Dan Lorello	8101 Viewcrest Way Yakima, Washington 98908

Les W. Hall	Route 3, Box 3369 Selah, Washington 98942
Marie Ward	3010 Cascade Road Yakima, Washington 98901
Rosemary R. Anderson	1117 South 70th Avenue Yakima, Washington 98908
Tana Collins	4614 Glenmoor Circle Yakima, Washington 98908
Lee A. DeMonbrun	924 South 18th Avenue Yakima, Washington 98902
David L. Alvord	218 North 18th Avenue Yakima, Washington 98902

#### ARTICLE VI

##### Powers and Limitations

The Corporation shall have all the powers not contrary to law or to the statutes of the State of Washington, incidental to, useful or necessary to carry out the purposes for which it is formed; subject, however, to the limitations pertaining to a non-profit Corporation existing under the provisions of the Revised Code of Washington, Chapter 24.03, and subject also to the limitations set forth in the following paragraph.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or any corresponding

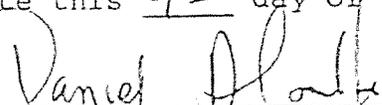
future provisions of that Code, or (b) by a Corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 or any corresponding future provisions of that Code.

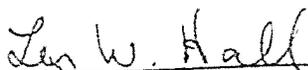
ARTICLE VII

Dissolution

In the event the Corporation is dissolved, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of its assets exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 or any corresponding future provisions of that Code, as the Board of Directors shall determine. Any such assets not so disposed shall be disposed of by the Superior Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS whereof the undersigned have executed these Articles of Incorporation in duplicate this 9<sup>th</sup> day of May, 1983.

  
\_\_\_\_\_  
DANIEL D. LORELLO  
8101 Viewcrest Way  
Yakima, Washington 98902  
Incorporator

  
\_\_\_\_\_  
Les W. Hall  
Route 3, Box 3369  
Selah, Washington 98942  
Incorporator



**YAKIMA YOUTH SOCCER ASSOCIATION  
BYLAWS**

(REVISED 4/3/2008)

**ARTICLE I**

Name Registered Office and Agent

Section 1.01- Name of the Corporation

The name of the Corporation shall be the Yakima Youth Soccer Association (hereinafter referred to as the YYSA or Association).

Section 1.02

The registered office shall be at 313B South 11th Avenue, Yakima, Washington 98902. The name of the registered agent at the address shall be Thorner, Kennedy & Gano, Attorneys at Law. The YYSA may, by action of the Board of Directors, change the location of the registered office as long as the location remains within Yakima County, Washington.

**ARTICLE II**

**PURPOSE**

Section 2.02

The Yakima Youth Soccer Association is a nonprofit Corporation organized for the following educational, developmental, and charitable purposes:

- 1) To promote, establish and govern youth soccer within Yakima County.
- 2) Establish uniform Rules and regulations applicable to youth soccer in Yakima County consistent with the principals and laws of the Federation Internationals de Football, the United States Soccer Association, the United States Youth Soccer Association, and the Washington State Youth Soccer Association.
- 3) To foster through instruction and competition, the soccer skills of players, coaches and referees,
- 4) To promote the concept of team play & good sportsmanship.
- 5) To organize local invitational soccer tournaments which may involve players regionally, within the state of Washington, nationally or internationally.
- 6) To provide opportunities, through soccer, for the participants to learn about the cultures of other countries.

7) To award scholarships and grants for schools, camps and clinics.

### ARTICLE III

#### DURATION

##### Section 3.01 - Duration

The duration of the YYSA shall be perpetual.

### ARTICLE IV

#### MEMBERSHIP

##### Section 4.01 Members

All players, coaches, parents or legal guardians of players, and persons interested in youth soccer may become members of YYSA.

##### Section 4.02 - Membership, Classes and Qualifications

The membership of the YYSA shall consist of four classes of members having the qualifications set forth below:

Class I: Duly registered players.

Class II: Parents and legal guardians of duly registered players.

Class III: Team representatives.

Class IV: Individuals interested in youth soccer.

##### Section 4.03 - Classes III Membership Defined

Class III members shall be the person designated as coach on the official Washington State Youth Soccer Association team registration form. However, Class II members, (parents and legal guardians) may elect a person other than the coach as team representative by a majority vote. If a person other than the coach is to be designated team representative a letter stating that fact signed by a majority of a team's Class II members shall be forwarded to the YYSA registrar. In any such election for team representative the parent(s) or legal guardian(s) shall have one vote for each of their duly registered players, Thus, the total votes cast cannot exceed the stated number of registered players on the YYSA Team registration form or Team update form.

##### Section 4.05 - Selection of Class IV Members

Any individual whose background, experience or interest indicates his or her support for the stated purpose of the YYSA shall be eligible for membership. Membership shall be

conferred upon an interested individual by the sponsorship of any three (3) Class II, III or IV members at any regular or special business meeting of the YYSA. The sponsoring members shall present the interested individual and briefly outline that person's background, experience, and interests. Nothing in this paragraph shall be construed to allow either the Council or Board of Directors to vote for or against the membership of an interested individual except as provided for in Section 4.06.

#### Section 4.03 - Voting Rights

Class I and Class IV members shall have no voting rights. The voting rights of Class II members are limited to those set forth in section 4.03 Class III members shall be entitled to vote on any matter properly submitted to the Council. In the event one person is the team representative for more than one team, (s)he shall be allowed one vote for each team (s)he represents.

#### Section 4.06 - Termination of Membership

Any membership rights in the Association are terminated upon failure to pay current YYSA registration fees. The Grievance Committee may censor or suspend a member for violations of the YYSA Code of Ethics or conduct prejudicial to the best interests of the Association. The Grievance Committee may also recommend the expulsion of a member to the Board of Directors, who shall then approve or disapprove the recommendation, provided that the member shall be entitled to a hearing before the Board of Directors before any such action be taken. Nothing in this section shall be constructed to allow the removal of a member of the Board of Directors in any manner inconsistent with Section 6.05 of these Bylaws.

### ARTICLE V

#### COUNCIL

##### SECTION 5.01 - Council Membership

The Council shall consist of the President of the Association and all Class III members.

##### SECTION 5.02 - Rights and Responsibilities of the Council

Each member of the Council shall be entitled to vote on the following matters:

- 1) YYSA player registration fee.

2) Election of the Board of Directors.

3) Any other matters submitted to the council by a majority vote of the Board of Directors. Additionally, the Council retains for itself the power to alter, amend or repeal these Bylaws or to adopt new Bylaws.

#### SECTION 5.03 - Annual Meetings

An annual meeting of the Council shall be held on the fourth Monday in the month of February each year beginning with 1995 to coincide with the Mandatory Coaches Meeting for the purpose of election directors and the transaction of other such business as may come before the meeting. If the day fixed for the meeting is a legal holiday in the State of Washington, the meeting shall be held on the next business day. If the election of directors is not held on the day designated for the annual meeting, the Board of Directors shall cause the election to be held at a special meeting of the Council as soon thereafter as is convenient.

#### SECTION 5.04 - Special Meetings

Special meetings at the Council for any purpose not expressly prohibited by statute, the Articles of incorporation, or these Bylaws, may be called by the President of YYSAs, a majority of the Board of Directors or not less than 25% of the Class III members.

#### Section 5.05 - Notice of Meetings

Written notice of the time, place, and purpose of each meeting of the Council shall be served either personally or by mail on all current Class III members of the YYSAs at least 20 days and no more than 60 days before the meetings. If mailed, the notice of the meeting shall be deemed delivered when deposited in the U.S. Mail, addressed to the member at his address as it appears on YYSAs records. In the case of a special meeting the notice shall also state the general nature of the business to be transacted and by whose request the meeting was called.

#### Section 5.06 - Quorum

A quorum for all YYSAs Council meetings shall consist of the President or Vice-President and those Class III members present.

#### Section 5.07 - Proxies

At any Council meeting, Class III members entitled to vote may vote by proxy executed in writing by the member and dated within 30 days of the meeting.

Section 5.08 - Open Meetings

Council meetings may be attended by the general public.

**ARTICLE VI**

**BOARD OF DIRECTORS**

Section 6.01 - Powers and Qualifications

The powers, property and affairs of the Corporation shall be managed, directed and controlled by the Board of Directors. Any member of the YYSA may be elected to the Board of Directors except those holding a Class I membership and those who serve on the governing body of any other local non-affiliated youth soccer organization.

Section 6.02 - Numbers and Terms

The Board of Directors shall consist of twenty-one ( 21) members and shall be constituted as set forth below:

1) Nine (9) Directors will be elected each year to one (1) year terms. They will represent and be chosen from individuals who are coaches, parents or legal guardians of duly registered players in the upcoming year's playing divisions as follows:

A) Three (3) representatives from the U6, U7 or U8 divisions.

B) Two (2) representative from the U9 or U10 divisions.

C) Two (2) representative from the U11 or U12 divisions.

D) Two (2) representative from divisions above U12.

If there are no nominees to fill any of the above positions representing the appropriate age group, the position will be filled at large.

2) The remaining twelve (12) directory shall be elected at large, Six (6) elected each year to two (2) year terms.

3) The officers of the YYSA shall be elected from the members of the Board of Directors.

4) Each director, including those elected to fill a vacancy, shall hold office until the expiration of one term for which (s)he was elected and until a successor has been elected and qualified.

Section 6.03 - Vote at the Election for Directors

At each meeting of the members of the YYSA for the election of director, each Class III member of the YYSA

shall have the right to vote for as many nominees as there are vacancies on the Board of Directors. Cumulative voting is prohibited.

#### Section 6.04 - Resignation

Any Director may resign at any time by delivering a written resignation to the President or Secretary of the YYSAsuch resignation shall be effective upon receipt unless otherwise provided by the terms thereof.

#### Section 6.05 - Removal

1) A position on the Board of Directors shall be vacant if that director shall be absent four or more meetings during the year, regardless of whether excused by the President or Executive Committee. A position may be vacant, subject to the discretion of the executive committee, if that director shall be absent, unexcused, for three or more meetings during the year.

2) The year shall run from March 1 to, and including, March 1 of the following year

Any Director may be removed with or without cause at any time by the affirmative vote of a majority of the Class III members of the YYSAs present at the meeting of the Council, the notice of which shall have specified the proposed removal.

#### Section 6.06 - Vacancies

In case of any vacancies among the Directors, the remaining Directors shall elect a successor to fulfill the unexpired portion of the term by the affirmative vote of a majority of such Board members present at a meeting of the Directors, the notice of which shall have specified the proposed election.

#### Section 6.07 - Meetings of the Board of Directors

The Board of Directors shall meet a minimum of nine (9) times per year to transact the business of the Association. Meetings shall be held at dates and times as shall be determined by the Board of Directors. Monthly meetings shall last no longer than three (3) hours.

#### Section 6.08 - Special Meetings

Special meetings of the Board of Directors may be called by the President of the Association or upon the written request of one third (1/3) of the qualified

Directors.

Section 6.09 - Notice

Notice of all meetings of the Board of Directors, except as herein otherwise provided, shall be mailed, or delivered personally to each Director, addressed to him at his residence or usual place of business, not less than seven (7) days before the day on which the meeting is to be held.

Each such notice shall state the purpose of the meeting, and the time, place and date of such meeting. Notice of a meeting of the Board of Directors and not be given to a Director who shall waive such notice in writing, whether before or after such meeting, or if he shall be present at the meeting. Any such written waiver of notice shall be deemed equivalent to the giving of notice.

Section 6.10 - Quorum

At all meetings of the Board of Directors a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business.

Section 6.11 - Voting

Each Director, except the President of the Association, shall be entitled to one vote on each matter submitted to a vote at a meeting of the Board of Directors. At all meetings of the Board of Directors, except as otherwise expressly required by law or by the Bylaws, all matters shall be decided by vote of a majority of the votes cast at the meetings, a quorum being assembled. The President shall vote only in case of a tie. Any persons filling a vacant Board position during the year will not be granted voting privileges until they have attended two (2) Board of Directors Meetings.

Section 6.12 - Action by Board of Directors Without a Meeting

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all the Directors shall individually or collectively consent in writing to the action. The written consent or consents shall be filed with the minutes of the proceedings of the Board, and the action taken shall have the same force and

effect as a unanimous vote of the Directors.

Section 6.13 - Compensation

The Directors of the Association shall serve as such without salary, but the Board of Directors may authorize the payment by the Association of reasonable expenses incurred by the Directors in the performance of their duties and reasonable compensation for special services rendered by any Director.

**ARTICLE VII**

**COMMITTEES**

Section 7.01 - Executive Committee

The executive Committee shall be constituted as set forth below

- 1) The President of the Association
- 2) One other officer of the Association
- 3) At least three non-officer members of the Board of Directors.

Section 7.02 - Executive Committee Authority

The Executive Committee shall have and exercise the power of the Board of Directors, to the extent allowed by law, in the interim between meetings of the Board, subject to confirmation or rejection by the Board at its next business meeting.

Section 7.03 - Standing Committees

Delete.

Section 7.04 - Other Committees

The Board of Directors from time to time may establish other committees, which shall have such duties as the Board of Directors from time to time may be determined. The scope and authority of these committees shall be determined by the Board of Directors.

Section 7.05 - Appointment and Removal of Committee Members

The members of the Executive Committee and other committees shall be elected by the President of the Association subject to the approval of the Board of Directors. Each committee shall be composed of at least one (1) member of the Board of Directors and such other Class, III and IV members of the Association as are deemed necessary. Any member of the Executive Committee, or other

committee may be removed by the affirmative vote of the Board of Directors.

#### Section 7.06 - Notice of Meetings

Notice, including time and place of all committee meetings shall be given by the Committee Chairman to the members at least (7) seven days prior to such meeting. Each committee shall keep regular minutes at its proceedings, and shall report briefly on its activities at each Board of Directors meeting.

#### Section 7.07 - Quorum Majority Vote

At meetings of the Executive Committee or any other committee, a majority of the members designated by the Board of Directors shall constitute a quorum for the transaction of business. The act of a majority of the members present at a meeting in which a quorum is present shall be the act of the committee, except otherwise specifically provided by statute, the Articles of Incorporation, or these Bylaws.

### ARTICLE VIII

#### OFFICERS

##### Section 8.01 - Title and Qualifications

The Officer of the Association shall consist of a President, a Vice-President, a Secretary, a Treasurer, a Registrar and other such officers as the Board of Directors may from time to time designate. Officers must be elected from those members qualified as Directors of the Association. An individual may not hold more than one office concurrently.

##### Section 8.02 - Elections and Terms

The Officers of the Association shall be elected annually by the Board of Directors. Unless an officer resigns, dies, or is removed, (s)he shall hold office until his or her successor has been chosen and qualified.

##### Section 8.03 - President

The President shall preside at all meetings of the Board of Directors, the Executive Committee, and the Council and have other such powers and duties may be approved and assigned by the Board of Directors. The President shall also:

1) Be YYSAs representative to District #6, which duty may be delegated subject to the approval of the Board of Directors.

2) Be YYSAs representative to the WSYSA Annual General Meeting, which duty may be delegated subject to the approval of the Board of Directors.

3) Appoint Executive, Standing and/or Special Committee and Chairmen thereof, as the needs of YYSAs may indicate, subject to the approval of the Board of Directors.

4) Sign orders on the Treasury.

#### Section 8.04 - Vice-President

The Vice-President shall possess the powers and discharge the duties of the President in the latter's absence or disability, and shall have such other powers and duties not inconsistent with these Bylaws as may be assigned to him or her from time to time by the Board of Directors or the President.

#### Section 8.05 - Secretary

The Secretary shall have the general powers and duties usually vested in the office of secretary of a corporation and shall have such other powers and duties not inconsistent with these Bylaws as may be assigned to him or her from time to time by the Board of Directors or the President, including the duty to:

1) Keep the minutes of the Board of Directors and Council meetings, with the time and place of the holding of such meetings, the names of those present, and the proceedings there of indicated in the records.

2) Provide that proper notices are given in accordance with the provisions of these Bylaws: and

3) Act as custodian of all records and documents of the Association.

#### Section 8.06 - Treasurer

The Treasurer shall be responsible for all funds and securities of the Association and shall have the general powers and duties usually vested in the office of Treasurer of a corporation and shall have such other powers and duties not inconsistent with those Bylaws as may be assigned to him or her from time to time by the Board of

Directors or the President, including the powers and duties to:

- 1) Care for, receive and give receipts for monies due and payable to the Association.
- 2) Deposit all monies received in the name of the Association in such banks, trusts companies or other depositories as from time to time may be designated by the Board of Directors.
- 3) Have charge of the disbursement of monies of the Association in accordance with the directions of the Board of Directors.
- 4) Enter regularly in the books to be kept by the Treasurer or under his or her direction for that purpose a complete and correct account of all monies received and disbursed by the Association.
- 5) Render a statement of the financial accounts of the Association to the Board of Directors at such times as may be requested.
- 6) Exhibit the books of account of the Corporation and all securities, vouchers, papers and documents of the corporation in his or her custody to any member or designee of the Board of Directors upon request: and
- 7) Submit a full financial report to the members of the Association at the annual council meeting.

#### Section 8.07 - Registrar

The Registrar shall be responsible for the registration of teams and individual players. The Registrar's duties shall include but not be limited to:

- 1) Providing standard rules and guidelines for the formation of teams including player movement between teams.
- 2) Receiving and acting as custodian for all registration material received from affiliates:
- 3) Verifying players' ages and insuring that teams are composed of players of the proper age level.

#### Section 8.06 - Removal

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

#### Section 8.09 - Vacancies

A vacancy In any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

#### ARTICLE IX

##### Deposits, Checks, Loans, Contracts

###### Section 9.01 - Deposits of Funds

All funds of the Association not otherwise employed shall be deposited in such banks, trust companies or other reliable depositories as the Board of Directors from time to time may determine.

###### Section 9.02 - Checks, etc.,

All checks, drafts, endorsements, notes and evidences if indebtedness of the YYSAs shall be signed by the President and Treasurer when the amount of the check exceeds \$100.00.

###### Section 9.03 - Loans

No loans or advances shall be contracted on behalf of the Association and no note or other evidence of indebtedness shall be issued in its name unless and except as authorized by the Board of Directors. Any such authorization shall relate to specific transactions, and may include authorization to pledge, for security for loans or advances, any and all securities and other personal property at any time held by the Association.

###### Section 9.04 - Contracts

The President, Vice-President, or any other officer authorized by the Board of Directors, may, in the name of and on behalf of the Association, enter into those contracts or execute and deliver those instruments that are specifically authorized by the Board of Directors without the express and specific authorization of the Board of Directors, no officer or other agent of the Corporation may enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association.

#### ARTICLE X

##### MISCELLANEOUS

###### Section 10.01 - Fiscal Year

The fiscal year of the Association shall begin on March 1 of each year and shall end on February 28 or February 29.

Section 10.02 - Association Color

The colors of the YYSAs shall be red, white, and black.

Section 10.03 - Affiliation

The YYSAs shall maintain its affiliation with the Washington State Youth Soccer Association.

Section 10.04 - Open Meetings

Except when complaints or charges are brought against a member of the Association, it shall be the policy of the YYSAs that meetings of the Board of Directors and committee meetings shall be open to any interested member. In the event complaints or charges are brought against a member, the presiding officer or committee chairperson may order the meeting closed to all members except those directly affected.

Section 10.05 - Distribution of Assets

In case of dissolution of the Association, the Board of Directors shall, after paying or making provisions for the payment all liabilities of the Association, distribute the remaining assets of the Association to the Washington State Youth Soccer Association so long as that organization qualifies for exemption under the provisions of section 501 (c) (3) of the Internal Revenue Code as now stated or as may be hereafter amended.

However, if, at the time this provision takes effect, the Washington State Youth Soccer Association does not exist, or no longer qualifies as a non-profit organization under the United States Internal Revenue Code Section 501(c)(3) as it now exists or is hereinafter amended, then the assets shall be distributed to a non-profit organization to be determined by the YYSAs Board of Directors.

In the event that the United States Internal Revenue Code Section 501(c)(3) is repealed or does not exist at the time this provision takes effect, then the assets shall be distributed to an organization chosen by the YYSAs Board of Directors that would, more likely than not, have qualified as a non-profit organization under the United States Internal Revenue Code Section 501(c)(3) if the United States Revenue Code Section 501(c)(3) still existed at the

time this provision takes effect.

Section 10.06 - Relation to Articles of incorporation

These Bylaws are subject to and governed by the  
Articles of Incorporation.

Internal Revenue Service  
District Director

Department of the Treasury

Date: APR 18 1984

Employer Identification Number:  
91-7238415  
Accounting Period Ending:  
May 31  
Foundation Status Classification:  
509(a)(2)  
Advance Ruling Period Ends:  
May 31, 1985  
Person to Contact:  
Ellen Oliver  
Contact Telephone Number:  
(206) 442-5106

▷ Yakima Youth Soccer Association  
P.O. Box 9336  
Yakima, WA 98909

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(2).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(2) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(2) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(2) organization.

(over)

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Michael J. Quinn  
District Director



## City Council Communication

**Meeting Date:** November 10, 2014  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution - 3-Party Wholesale Service Agreement – Wastewater Treatment

---

**SYNOPSIS:** Union Gap, Terrace Heights Sewer District and the City of Yakima (the City) have negotiated a new 3-Party Wholesale Service Agreement for wastewater treatment. 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 Union Gap and Terrace Heights Sewer District.

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

**RECOMMENDATION:** Adopt a resolution authorizing the City Manager to sign a 3-Party Wholesale Service Agreement 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 Union Gap and Terrace Heights Sewer District.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. 3-Party Wholesale Service Agreement

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

**A RESOLUTION** authorizing the City Manager to sign an interlocal agreement known as the Three Party Agreement with the City of Yakima and Terrace Heights Sewer District for wastewater treatment and disposal service.

**WHEREAS**, The City of Union Gap has had a long standing agreement with the City of Yakima for wastewater treatment and disposal services;

**WHEREAS**, over the years the agreement between the parties has evolved and the parties now wish to revisit the terms and conditions of their agreement to clarify and re-establish the terms and conditions going forward in the future for the City of Yakima's provision of wastewater treatment and disposal service from its Regional Wastewater Treatment Plant to the City of Union Gap and to Terrace Heights Sewer District;

**WHEREAS**, the proposed new Agreement will supersede 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;

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

The City Manager is authorized to sign an Interlocal Agreement known as the Three Party Agreement with the City of Yakima and Terrace Heights Sewer District for Wholesale Wastewater Treatment and Disposal Service.

**PASSED** this 10<sup>th</sup> day of November 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Robert F. Noe, City Attorney

## ***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.

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## 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(l)(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.iv 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 1<sup>st</sup> 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 1<sup>st</sup> – June 30<sup>th</sup>); 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 its 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 1<sup>st</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> 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 Moxec 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 Moxec 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 City'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 January 1, 2015 upon execution by the City and at least one Wholesale User. It shall remain in full force and effect until January 1, 2035, 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, 2034 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

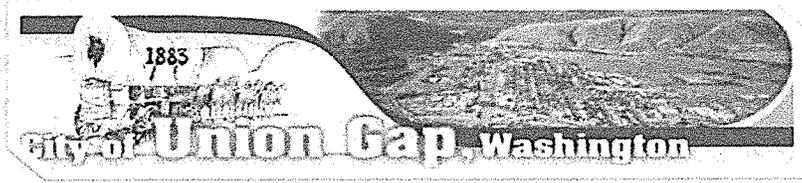
**Terrace Heights Sewer District**

By: \_\_\_\_\_  
Norman Alderson, District Manager

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

Attest:

\_\_\_\_\_  
Frank Sliger, District Secretary



## City Council Communication

**Meeting Date:** November 10, 2014

**From:** Gregory Cobb, Acting Public Safety Director

**Topic / Issue:** Resolution – 2015 Yakima County Interlocal Jail Agreement

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**SYNOPSIS:** This is a renewal of the Yakima County Jail contract. The 2015 daily housing rate is \$56.80. For those inmates that have serious mental, medical or behavioral conditions the daily housing rate is \$87.95.

**RECOMMENDATION:** Approve a resolution authorizing the City Manger to sign the Interlocal Agreement with the Yakima County Jail for housing misdemeanor and felony prisoners.

**LEGAL REVIEW:** Resolution prepared by City Attorney.

**FINANCIAL REVIEW:** This has been included in the 2015 Preliminary Budget.

**BACKGROUND INFORMATION:** In 2015 we will primarily house our misdemeanor inmates at the Wapato and Toppenish City jails. The County Jail contract is still necessary to house prisoners that have special needs and those who have committed felony offenses.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Interlocal Jail I Agreement

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

**A RESOLUTION** authorizing the City Manager to sign a Interlocal Correction / Detention Agreement between the City of Union Gap and Yakima County for Year 2015.

**WHEREAS**, the City of Union Gap and the County have had an agreement for the incarceration of some of Union Gap's misdemeanor and gross misdemeanor prisoners;

**WHEREAS**, the City of Union Gap and Yakima County wish to continue with an agreement for the Year 2015 and to set forth the terms and conditions for that Agreement;

**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 Correction / Detention Agreement for Year 2015 Between the City of Union Gap and Yakima County.

**PASSED** this 10th day of November, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Robert F. Noe, City Attorney

**2015 INTERLOCAL  
CORRECTIONS/DETENTION AGREEMENT**

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THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and the **City of Union Gap** (hereinafter the "City/Town").

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

WHEREAS, the City, through its Police Department, or Mayor desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department, Manager or Mayor shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. The City shall accept and incarcerate male and female prisoners of the County and State and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement. In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City/Town prisoner or to

return a City/Town prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief, or City Manager or Mayor shall meet by November of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.

4. **Charges and Other Services.**

**4.1 Daily Rate for Incarceration.** The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

The daily rate for the duration of this Agreement will be per day, per inmate according to **Attachment A**. If for some reason, an agreement between the City/Town and County cannot be reached by January 1, 2015, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2015, once the parties reach an agreement.

**4.2** Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees, electronic monitoring charges, medical treatment fees, etc.) for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

**4.3 Inmate Housing Computation.** It is agreed the City and County will use **Attachment A** to compute prisoner housing fees.

**4.4 Inmate Work Crews.** Inmate work crews will be contracted through a separate agreement.

**4.5 Home Detention.** Two home detention services are available for the City's prisoners.

4.5.1 Option A: The County will provide home detention electronic monitoring and reporting services to the City/Town for a cost according to Attachment A. All offender screening, selection, hookups, scheduling, supervision, re-incarceration, and offender fee collections and use will be the province of the City provided: (1) This service contracted city's offenders only AND (2) The City will reimburse the cost to replace any lost, damaged and/or stolen equipment.

4.5.2 Option B: The County will provide any or all of the home detention program service. Those activities shall be operated by mutual agreement and in full compliance with the County's program policies, procedures and practices. The City/Town also agrees to allow the County to collect and keep all participant and other revenues and fees associated with providing home detention services.

- a. The County shall maintain reasonable access to a sufficient supply of field monitoring device (FMD) equipment needed to meet the City/Town home detention service needs. The County shall keep and maintain such equipment in good working order and shall update the equipment as necessary. The County shall also make reasonable efforts to provide the City/Town with additional monitoring capabilities, including but not limited to: alcohol sensors, daily fax on each monitored defendant, and automated notification regarding monitored defendants who are not in compliance with the home detention monitoring program.
- b. The City/Town shall not be liable to the County for the loss of or damage to monitoring equipment caused by defendants and/or offenders provided by the County pursuant to this Agreement. Rather, the County shall seek compensation for lost or damaged monitoring equipment from those monitored defendants and/or offenders who lose or damage such equipment.

**4.6 Access to County Computer System.** The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

**5. Prisoner Delivery and Notification.**

5.1 When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.

5.2 In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at its option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the Completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.

5.3 In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner.

5.4 When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.

6. **Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.

8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.

9. **Hold Harmless.**

The County agrees to hold harmless, indemnify, and defend the City/Town, its elected officials officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in County custody) which result from or arise out of the sole negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

9.1 The City/Town agrees to hold harmless, indemnify, and defend the County, its selected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

9.2 In the event that the officials, officers, agents, and/or employees of both the County and the City/Town are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

9.3 Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party

10. **Medical.**

The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City/Town's designee(s) via e-mail or fax if a City/Town's prisoner requires medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply. The City/Town shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City or Town's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held **(fractionalized as appropriate.)**

The County and City/Town shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City/Town, pursuant to this Agreement holds a prisoner in custody, and the County or City/Town on the basis of other State and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. **For example:** if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxication Treatment.
12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these programs, the County and City/Town shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.

14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners; provided, however, that either party may terminate the home detention program specified in Section 4.3.2(a) by providing the other party with thirty (30) days written notice of termination that states the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** The duration of this Agreement shall be from *January 1, 2015 through midnight December 31, 2015*, unless otherwise terminated in accordance with Section 14 of this Agreement.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.
19. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
20. **Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

22. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Union Gap Police Department  
Interim Chief, Greg Cobb  
P.O. Box 3228  
Union Gap, WA 98948

TO COUNTY: Edmund Campbell, Director  
Yakima County Department of Corrections  
111 North Front Street  
Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2015 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2015 the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2015. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2015. The two appointed arbitrators shall then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.
25. **Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

**CITY OF UNION GAP**

**BOARD OF YAKIMA COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
Mayor/City Manager

\_\_\_\_\_  
Kevin J. Bouchey, Chairman

Approved as to form this  
\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
J. Rand Elliott, Commissioner

\_\_\_\_\_  
Michael D. Leita, Commissioner  
*Constituting the Board of County Commissioners for Yakima  
County, Washington*

Attest:

\_\_\_\_\_  
Tiera Girard  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Stefanie Weigand,  
Senior Deputy Prosecuting Attorney

<b>Attachment A</b>
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**YAKIMA COUNTY  
INTERLOCAL CORRECTIONS AGREEMENT - 2015**

**Local Detention/Correction Rates:**

Daily Housing:

Based on the Monthly Average Daily Population (MADP) sliding scale:

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale. This scale does not include those inmates with serious medical, mental health or behavioral conditions as determined by the County. Inmates whose mental health, behavioral or medical conditions require special housing or treatment will be housed at a rate of \$87.95. All other inmates will be housed based on the (MADP):

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$50.60
126-150	\$51.65
101-125	\$52.65
76-100	\$53.70
51-75	\$54.75
26-50	\$55.80
0-25	\$56.80

**Billing Detail:**

Fractionalized Billing per current practice.

**Other special Agreement Conditions:**

Yakima County has the following correctional options services.

- **Electronic Home Detention (City determines monitoring and supervision)**

Daily Electronic Home <u>Monitoring Equipment</u>	\$9.50
Daily Electronic Home <u>Supervision</u>	\$0.00
(Fees collected from client)	
- **Work Crews (City may contract through separate agreement)**

Daily Electronic Home Monitoring Equipment is a charge to agencies for the equipment used, should they decide to do their own Home Detention services Yakima County will provide the equipment for the fee listed above.

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## ATTACHMENT B

### MEDICAL ACCEPTABILITY

The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Any injury or illness requiring immediate or emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power.
5. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
6. Signs of alcohol and/or drug withdrawal.
7. Bed bound individuals.
8. Individuals with attached IV or requiring IV medications.
9. Individuals requiring the use of oxygen tanks.
10. AMA (Against Medical Advice) from the hospital.
11. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
12. Post-operative persons who have follow up appointments within the next two weeks.
13. Wounds with drainage tubes attached.
14. Open and/or oozing bedsores.
15. Individuals requiring nebulizers who cannot obtain one.
16. Inmates who cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
17. Persons who are pregnant.
18. Persons undergoing chemotherapy and/or radiation treatment.
19. Persons undergoing dialysis.
20. Persons with the following untreated medical conditions:
  - a) Heart disease

- b) Seizures disorders
  - c) Insulin dependent diabetes
  - d) Cancer
  - e) HIV Positive or AIDS
21. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
  22. Persons taking Methadone, or Suboxone, a substitute for Methadone.
  23. Person, if prescribed, has not taken psychotropic medications for at least 72 hours.
  24. Persons requiring CPAP machines as prescribed must be transported with the machine.

# **COMMUNICATIONS/QUESTIONS/COMMENTS**

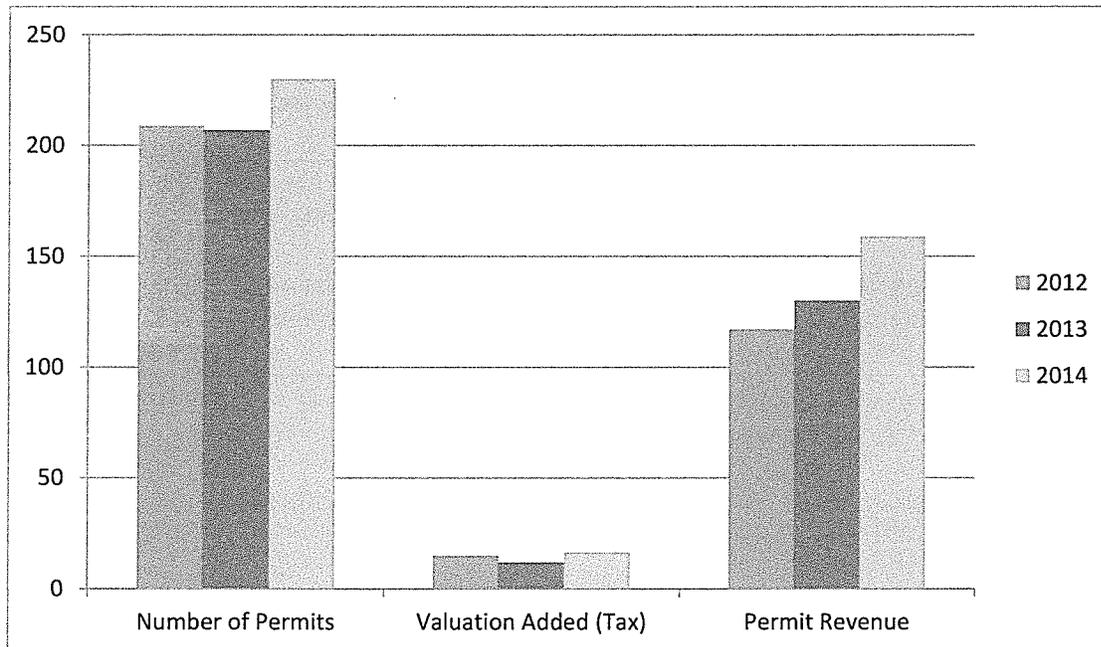
# COMMUNITY DEVELOPMENT

## PERMIT REPORT

YTD October 2014

David Spurlock, CBO  
Deputy Director

	2014	2013	2012	Change (2013 vs 2014)
Number of Permits Year to Date (YTD):	230	207	209	11% +
Value added to tax roll (Millions):	16.6	12.0	15.05	38% +
Permit Revenue (Thousands):	159	130	117	22% +



### 2014 Projects of Note:

Burlington Pacific Power Substation Improvements Buffalo Wild Wings  
 Michaels Maurices Paragon Silos Yakima County Resource Center 911  
 FedEx Distribution Center Carters Kids Orchard Rite Office Building  
 Department of Ecology Office Plath Short Plats (western beltway Right of Way)  
 Payless Shoes La Salle Gym

# **CONSENT AGENDA**

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
**Union Gap, Washington**  
**October 27, 2014**  
**MINUTES**

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

Council Members Present Council Members Lenz, Carney, Olson, Butler, and Murr were present.

Staff Present City Manager Otterness, Public Works/Community Development Director Henne, Public Works/Community Development Deputy Director Spurlock, Acting Public Safety Director Cobb, Finance and Administration Director Clifton, PR/AP Technician Bisconer, and City Attorney Noe were present.

Audience Present See list.

Pledge of Allegiance Council Member Olson led the Pledge of Allegiance.

Excuse Mayor Wentz Motion by Council Member Olson, second by Council Member Carney to excuse Mayor Wentz. Motion carried unanimously.

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

Approve Regular Council Meeting Minutes dated October 13, 2014 as attached to the agenda and maintained in electronic format.

Approve EFT's and Claim Voucher Nos. 88807 through 88913 in the amount of \$278,235.04 dated October 27, 2014.

Approve Petty Cash Voucher Nos. 1826 through 1829 in the amount of \$493.14 for the month of September 2014.

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

Items from the Audience There were none.

General Items

Public Hearing Deputy Mayor Matson opened the public hearing on a franchise agreement with Falcon Video Communication, also known as Charter Communications. Public Works/Community Development Director Henne summarized the proposed draft franchise agreement. No members of the audience testified and no written comments were received. City Attorney Noe stated that Charter had requested that the record remain open and Deputy Mayor Matson continued the hearing until the next council meeting.

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – October 27, 2014*

Public Works/Community  
Development

Resolution No. 14-55 –  
Appoint TRANS-Action  
Voting Delegate and  
Alternates

Motion by Council Member Olson, second by Council Member Lenz to adopt Resolution No. 14-55 appointing Public Works/Community Development Director Henne to serve on TRANS-Action as delegate and Council Members Olson and Carney to serve as alternates. Motion carried unanimously.

3-Party Wholesale Service  
Agreement – Wastewater  
Treatment

Public Works/Community Development Director Henne summarized the proposed draft 3-Party Wholesale agreement and stated that Steve DiJulio, of Foster Pepper PLLC and Ted Pooler, P.E. of Huibregtse, Louman Associates will attend the November 3, 2014 committee meeting to answer questions.

Public Safety

Resolution No. 14-56 – Traffic  
Safety Commission  
Memorandum of  
Understanding – Main Street  
Safety Corridor

Motion by Council Member Olson, second by Council Member Murr to adopt Resolution No. 14-56 authorizing the City Manager to sign the Memorandum of Understanding with the Traffic Safety Commission for overtime reimbursement related to traffic enforcement on the Main Street Traffic Safety Corridor. Motion carried unanimously.

Resolution No. 14-57 – Inter-  
local Jail Agreement

Motion by Council Member Olson, second by Council Member Carney to adopt Resolution No. 14-57 authorizing the City Manager to sign the Inter-local Agreement with the City of Toppenish for bed space at its city jail. Motion carried unanimously.

Finance & Administration

Reserve Fund Policies

Motion by Council Member Olson, second by Council Member Lenz to table discussion of reserve fund policies. Motion carried unanimously.

Items from the Audience

There were none.

City Manager Report

City Manager Otterness provided the council with the list of city objectives generated by the council at its budget workshop on October 4 and with a draft strategic plan for 2015-2016.

Communications

None

Development of next agenda

None.

Other Business

None.

Adjournment of Meeting

At 7:00 p.m. Deputy Mayor Matson adjourned the October 27, 2014 regular Council Meeting.

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – October 27, 2014*

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Rodney Otterness, City Manager

ATTEST

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Karen Clifton, City Clerk



## City Council Communication

**Meeting Date:** November 10, 2014  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers, November 10, 2014

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**SYNOPSIS:** Claim Vouchers Dated November 10, 2014

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 88927 through 89026 in the amount of \$429,725.14.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Claim Voucher Roster  
2. Distribution Report

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2014 To: 11/30/2014

Time: 13:08:31 Date: 11/05/2014

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6558	11/06/2014	Claims	2	EFT	XPRESS BILL PAY	273.90	UB ONLINE PAYMENTS - 10/2014
6561	10/28/2014	Claims	2	EFT	WA STATE DEPT OF REVENUE	11,004.42	EXCISE TAX - 09/2014
6484	10/28/2014	Claims	2	88927	WA STATE DEPT OF REVENUE	435.02	UNCLAIMED PROPERTY; UNCLAIMED PROPERTY
6572	11/10/2014	Claims	2	88928	ACTNOW INC	1,626.90	FD SEC. TEMP WK ENDING 10/11/14; FD TEMP SECRETARY WK ENDING 10/18/14
6573	11/10/2014	Claims	2	88929	ADVANCED TRAVEL EXP. FUND	159.15	REIMBURSE #1106 - BISCONER
6574	11/10/2014	Claims	2	88930	ANDERSON ROCK & DEMOLITION PITS	216.20	DEMO PRODUCT
6575	11/10/2014	Claims	2	88931	BASIN DISPOSAL OF YAKIMA LLC	77,939.48	GA/RCY - 10/2014
6576	11/10/2014	Claims	2	88932	BOSLERS PAINTING	23,335.90	YAP ACTIVITIES BUILDING EXTERIOR PAINTING PROJECT
6577	11/10/2014	Claims	2	88933	BURROWS TRACTOR COMPANY	42.04	TRIGGER, AIR CASE, SPARK PLUG, GROMMET, FILTER, ASSEMBLY VENT
6578	11/10/2014	Claims	2	88934	CANON FINACIAL SERVICES	313.66	PD COPIER LEASE 10/01/14-10/31/14
6579	11/10/2014	Claims	2	88935	CAREY MOTORS	170.06	VEHICLE SERVICE #6-LOF, RECALL REPROGRAM (REWARDS EARNED FREE SERVICE); VEHICLE SERVICE #9-LOF, FUEL & AIR FILTER REPLACEMENT;; VEHICLE SERVICE #5-REPAIR FLAT TIRE (NO PAYMENT DUE TO REWARDS)
6580	11/10/2014	Claims	2	88936	CASCADE ANALYTICAL INC	1,043.36	WATER/ WASTEWATER SAMPLING
6581	11/10/2014	Claims	2	88937	CASCADE BRIDGE LLC	69,697.50	ESTIMATE NO. 4, WORK PERFORMED THROUGH SEPT. 30, 2014 ON 12TH AVE BRIDGE
6582	11/10/2014	Claims	2	88938	CASCADE FIRE EQUIPMENT	2,119.93	ANNUAL SERVICE & SERVICE FIRE EXT.; E85 TRUCK REPAIRS; E85 TRUCK REPAIRS
6583	11/10/2014	Claims	2	88939	CASCADE INDUSTRIAL & HYD LLC	70.92	HOSE; COPPER SEAL
6584	11/10/2014	Claims	2	88940	CASCADE NATURAL GAS CORP	26.89	4401 1/2 MAIN ST & 4401 MAIN ST #2-09/14
6585	11/10/2014	Claims	2	88941	CASH & CARRY	29.10	WATER
6586	11/10/2014	Claims	2	88942	SHERRY CATLOW	150.00	BARN DEPOSIT REFUND
6587	11/10/2014	Claims	2	88943	CDW GOVERNMENT INC	392.67	SECTOR PAPER
6588	11/10/2014	Claims	2	88944	CENTRAL CHAIN & TRANSMISSION	131.47	BRO V-BELTS; BRO BELT
6589	11/10/2014	Claims	2	88945	CENTRAL WA AG MUSEUM	2,765.00	AG MUSEUM COORDINATOR - STRATER; AG MUSEUM COORDINATORS - 09/2014
6590	11/10/2014	Claims	2	88946	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	MARKETING & SALES - 09/2014; MARKETING & SALES - 10/2014

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2014 To: 11/30/2014

Time: 13:08:31 Date: 11/05/2014

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6591	11/10/2014	Claims	2	88947	CENTURY LINK	1,286.40	FD HOTLINE-10/14; CHT1-10/2014; CH/FAX - 10/2014; PRI TRUNK LEGAL-10/2014; PW-10/14; WA TELEMETRY - 10/2014
6592	11/10/2014	Claims	2	88948	CHARTER COMMUNICATIONS	306.98	CH INTERNET - 11/2014
6593	11/10/2014	Claims	2	88949	CINTAS CORP #605	458.30	FIRE DEPT UNIFORM CLEANING; FIRE DEPT UNIFORM CLEANING; CH MAT SERVICE; SC MOP & MAT SERVICE
6594	11/10/2014	Claims	2	88950	DEX WEST	509.36	PARK AD-10/14
6595	11/10/2014	Claims	2	88951	ELITE TOWING & RECOVERY LLC	77.26	PD TOWING-VEHICLE #18; PD TOWING
6596	11/10/2014	Claims	2	88952	EMERGENCY REPORTING	227.01	FIRE/ERS REPORTING DEC 2014
6597	11/10/2014	Claims	2	88953	OLIVIA ESCARENO	150.00	ACTIVITES BLDG DEPOSIT REFUND
6598	11/10/2014	Claims	2	88954	FEI INC	889.32	PUMP-CI PEDESTAL MOUNT
6599	11/10/2014	Claims	2	88955	KAREN FEIST	21.06	Refund Utility Deposit
6600	11/10/2014	Claims	2	88956	FLINT TRADING INC	5,997.65	WH LINE
6601	11/10/2014	Claims	2	88957	FUTURE LINK COMMUNICATIONS	640.50	VOICEMAIL SYSTEM TROUBLESHOOT
6602	11/10/2014	Claims	2	88958	GAP AUTO PARTS	2.84	WEATHERSTRIP CEMENT
6603	11/10/2014	Claims	2	88959	JERRY GARRISON	52.83	OVERPAYMENT REFUND
6604	11/10/2014	Claims	2	88960	GEARJAMMER	1,509.61	PD FUEL OCT 1-15, 2014
6605	11/10/2014	Claims	2	88961	GENE WEINMANN CONSULTING	68.90	HOUSING REHAB MANAGEMENT-10/2014
6606	11/10/2014	Claims	2	88962	GILLIHAN LAW OFFICE PLLC	5,700.00	PUBLIC DEFENDER - 10/2014
6607	11/10/2014	Claims	2	88963	GILLILAND LAW FIRM PLLC	530.00	CONFLICT ATTORNEY-39702;38978 - CONFLICT ATTORNEY-40931FTC-CONF LICT ATTORNEY-4Z0104228-CONF LICT ATTORNEY-4z0775648
6608	11/10/2014	Claims	2	88964	BROOKE GOOSMAN	116.67	CASE #4Z0083301
6609	11/10/2014	Claims	2	88965	HD SUPPLY WATERWORKS LTD	4,721.04	RADIO METERS
6610	11/10/2014	Claims	2	88966	HENDO WINDOW TINTING & ACCESSORIES	119.02	PD VEHICLE TINTING-MCKINLEY
6611	11/10/2014	Claims	2	88967	ROBERT M HENNESSY	86.47	SAFETY BOOTS
6612	11/10/2014	Claims	2	88968	HOUSE OF REAL ESTATE	11.23	OVERPAYMENT REFUND
6613	11/10/2014	Claims	2	88969	HUIBREGTSE, LOUMAN ASSOC INC	81,407.79	PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES-09/14; PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES-10/14
6614	11/10/2014	Claims	2	88970	INTEGRA TELECOM	70.48	YOUTH PARK/ SENIOR CTR-10/14
6615	11/10/2014	Claims	2	88971	INTERSTATE BATTERIES	207.04	MTP-24; FLINK- MT-24
6616	11/10/2014	Claims	2	88972	SANDY KABRICH	150.00	BARN DEPOSIT REFUND
6617	11/10/2014	Claims	2	88973	LEGAL COURIERS INC	30.00	COURIER SVC - 11/2014
6618	11/10/2014	Claims	2	88974	LEXISNEXIS	158.92	ONLINE SERVICE - 09/14
6619	11/10/2014	Claims	2	88975	LOWES COMPANY INC	51.83	E85 TARP; CLEANING SUPPLIES

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2014 To: 11/30/2014

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6620	11/10/2014	Claims	2	88976	LOWES COMPANY INC	501.48	SINK STRAINER WASHER; BATTERIES; SEALANT, BRUSHES, CAULK GUN; ALUMINUM; BHK 16' X 20'; NYW 36IN X 84IN, WALL TUBE; PUMP ARMOR, 8-OZ TSL; DURACELL, MAGLITE ASSORTED; RED ROLL STRAND; DKBILL, SHARPIE, S
6621	11/10/2014	Claims	2	88977	AMANDA MACK	53.47	DEPOSIT REFUND
6622	11/10/2014	Claims	2	88978	MAILFINANCE	714.11	MAIL MACHINE LEASE - 11/13/14 - 02/12/15
6623	11/10/2014	Claims	2	88979	BETH MARKER	50.62	Refund Utility Deposit
6624	11/10/2014	Claims	2	88980	MCPHERSON LAW GROUP	2,625.00	CONFLICT ATTORNEY;2Z0300179;42522; 41053;42137;42383;42384;4252 0;C42314;4Z0587244;4Z003079 79;2Z0661382;414541;C42360;3 Z067660
6625	11/10/2014	Claims	2	88981	MORTON & SONS	146.74	SAWDUST
6626	11/10/2014	Claims	2	88982	MORTON'S SUPPLY	15.09	STEEL FLATS
6627	11/10/2014	Claims	2	88983	JAMIE MULLINS	150.00	BARN DEPOSIT REFUND
6628	11/10/2014	Claims	2	88984	NORTHWEST PUBLIC RADIO	500.00	ANTIQUE FARM EXPO
6629	11/10/2014	Claims	2	88985	OFFICE DEPOT	454.95	INK CTG'S; BATTERY & PENS; PAPER, CASE, PENS, DISK, INK; POST IT'S & TAPE; USB DRIVES, STAPLES, PENS ETC
6630	11/10/2014	Claims	2	88986	OFFICE SOLUTIONS NORTHWEST	122.94	PLANNER & DESK PAD; COPY PAPER & PENS
6631	11/10/2014	Claims	2	88987	ONE CALL CONCEPTS INC	29.04	UTILITY LOCATES - 10/2014
6632	11/10/2014	Claims	2	88988	OXARC INC	177.41	GLOVES; GLOVES
6633	11/10/2014	Claims	2	88989	PACIFIC POWER	13,321.56	3007 2ND ST-OCT 2014; 107 W AHTANUM-OCT 2014; AREA/STREET/TRAFFIC LIGHTS - 10/2014
6634	11/10/2014	Claims	2	88990	PRINT GUYS INC	490.05	BACK FLOW ASSEMBLY TEST REPORT; BUSINESS CARDS - MURR
6635	11/10/2014	Claims	2	88991	PROTECTION ONE	68.95	ALARM MONITORING - 11/2014
6636	11/10/2014	Claims	2	88992	BRIANNA V SCHELHAMMER	26.48	UNIFORM ALLOWANCE
6637	11/10/2014	Claims	2	88993	SEARS COMMERCIAL ONE	463.73	SR CTR STOVE
6638	11/10/2014	Claims	2	88994	SHELL OIL COMPANY	203.20	PD FUEL SEPTEMBER 2014
6639	11/10/2014	Claims	2	88995	SPLASH EXPRESS AUTO SERVICES LLC	26.13	SPLASH SERVICES-09/14
6640	11/10/2014	Claims	2	88996	SPRINT CH/FD/PW ACT #516627226	68.01	FD CELLS-9/14; R85 CELL-9/14
6641	11/10/2014	Claims	2	88997	STANDARD PAINT	141.20	GRACO KIT, REPAIR LABOR
6642	11/10/2014	Claims	2	88998	SUNSET MAGAZINE	1,700.00	TOURISM ADVERTISEMENT 04/01/2014
6643	11/10/2014	Claims	2	88999	TELEDYNE ISCO INC	669.27	TUBE SUCT, TUBE DISCH
6644	11/10/2014	Claims	2	89000	U-HAUL MOVING & STORAGE	422.85	CH STORAGE - 11/2014
6645	11/10/2014	Claims	2	89001	UNION GAP WATER FUND & SEWER	10,851.71	AG MUSEUM - FINAL BILL; W/S/G FINAL; 107 W AHTANUM-OCT 2014; 3007 2ND STREET-OCT 2014; PD WATER, SEWER, GARBAGE 9/21/14-10/20/14; CH - 10/2014; PARKS - 10/2014; PW SHOP - 10/2014

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6646	11/10/2014	Claims	2	89002	UNUM LIFE INSURANCE	137.40	LEOFF I LONG TERM CARE - 11/2014
6647	11/10/2014	Claims	2	89003	US BANK CARDMEMBER SVC	949.87	SR CTR SUPPLIES; GUTIERREZ/RADKE TRAINING; FOOD FOR ORAL BOARD PANEL-TWO DAYS; VORNADO PORTABLE HEATER-SCHELHAMMER; IACC REGISTRATION - HENNE; IACC CONFERENCE - HENNE; LATE FEE - 10/06/14; WELLNESS GI
6648	11/10/2014	Claims	2	89004	US CELLULAR	50.91	TOURISM PROMOTER - 10/2014
6649	11/10/2014	Claims	2	89005	US LINEN & UNIFORM	393.00	PW UNIFORM SERVICES-09/14
6650	11/10/2014	Claims	2	89006	VALLEY LOCK & KEY SERVICE	38.92	DEADBOLT, USCAN 1 CYL, SCH KW
6651	11/10/2014	Claims	2	89007	VALLEY SEPTIC SERVICE	1,152.00	CIVIL WAR ASSOC TOILET RENTAL
6652	11/10/2014	Claims	2	89008	LACEY VELONI	150.00	BARN DEPOSIT REFUND
6653	11/10/2014	Claims	2	89009	VERIZON WIRELESS	1,936.71	PD PHONES SEP 19-OCT 13, 2014 & PD MDT MODEMS SEP 14-OCT 13, 2014
6654	11/10/2014	Claims	2	89010	WA ST DEPT OF EMPLOYMENT SECURITY	577.00	UNEMPLOYMENT BENEFITS - 3RD QTR 2014
6655	11/10/2014	Claims	2	89011	WA STATE DEP OF LICENSING	111.00	CONCEALED PISTOL LICENSE
6656	11/10/2014	Claims	2	89012	WA STATE DEPT OF TRANS.	60.21	LA07607R S 12TH AVE BRIDGE INSPECTION
6657	11/10/2014	Claims	2	89013	WA STATE DEPT OF TRANSPORTATION	14,002.20	SIGNAL MAINT, REPAIR & ADDITIONS
6658	11/10/2014	Claims	2	89014	WA STATE TREASURER	20.40	SEIZED PROPERTY
6659	11/10/2014	Claims	2	89015	WAPATO POLICE DEPT	42.82	PD JAIL PRESCRIPTION BILLING SEPTEMBER 2014
6660	11/10/2014	Claims	2	89016	LYDIA M WAREHIME	37.60	SR CTR BAZAR AD
6661	11/10/2014	Claims	2	89017	WASHINGTON TRACTOR	104.74	V-BELT, IDLER
6662	11/10/2014	Claims	2	89018	WESTURF SOD	33.99	7 ROLLS SOD, 3.5# BAG FERTILIZER
6663	11/10/2014	Claims	2	89019	WONDRACK DIST INC	2,963.30	BLD/PLAN-09/14; PW FUEL-09/14
6664	11/10/2014	Claims	2	89020	YAKIMA AIR COMPRESSOR	73.50	DUAL FOOT IN FLATOR GAUGE, RUBBER HOSE
6665	11/10/2014	Claims	2	89021	YAKIMA CITY TREASURER	67,340.45	BIOXIDE BILLING - 08/2014; WASTEWATER - 09/2014; PD HARD DRIVES FOR MDC'S
6666	11/10/2014	Claims	2	89022	YAKIMA CO PUBLIC SERVICES	4,056.88	MAIN ST IMPROVEMENT; MAIN ST IMPROVE; MAIN ST IMPROVEMENT; 2015 GENERAL MEMBERSHIP ASSESSMENT
6667	11/10/2014	Claims	2	89023	YAKIMA CO PUBLIC SERVICES	236.60	PW WASTE SERVICES-09/14
6668	11/10/2014	Claims	2	89024	YAKIMA COOPERATIVE ASSN	1,025.31	BULK PROPANE, #2 DIESEL

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6664	11/10/2014	Claims	2	89020	YAKIMA AIR COMPRESSOR	73.50	DUAL FOOT IN FLATOR GAUGE, RUBBER HOSE
6665	11/10/2014	Claims	2	89021	YAKIMA CITY TREASURER	67,340.45	BIOXIDE BILLING - 08/2014; WASTEWATER - 09/2014; PD HARD DRIVES FOR MDC'S (2)
6666	11/10/2014	Claims	2	89022	YAKIMA CO PUBLIC SERVICES	4,056.88	MAIN ST IMPROVEMENT; MAIN ST IMPROVE; MAIN ST IMPROVEMENT; 2015 GENERAL MEMBERSHIP ASSESSMENT
6667	11/10/2014	Claims	2	89023	YAKIMA CO PUBLIC SERVICES	236.60	PW WASTE SERVICES-09/14
6668	11/10/2014	Claims	2	89024	YAKIMA COOPERATIVE ASSN	1,025.31	BULK PROPANE, #2 DIESEL
6669	11/10/2014	Claims	2	89025	YAKIMA NETWORKING	217.00	DATA RECOVERY ON FAILED NAS BOX, ON SITE CHECK OUT OF LG NAS BOX, FOUND NOT BOOTING, PICKED UP FOR DIAGNOSIS, CODE ENFORCER ACCESS TO CED FOLDER ON SERVER; ANTI VIRUS/SERVER MONITORING - 11/2014; REVE
6670	11/10/2014	Claims	2	89026	INDEPENDENT WATER SERVICE INC	17.26	CH WATER & COOLER RENTAL - 10/2014
						41,089.34	001 Current Expense Fund
						39,121.45	101 Street Fund
						23,335.90	106 Parks & Recreation Fund
						4,740.66	107 Convention Center Reserve Fund
						4,200.00	108 Tourism Promotion Area Fund
						103.82	114 Seniors Activity Fund
						91,698.69	121 Street Development Reserve Fund
						100.48	123 Criminal Justice Fund
						22,317.89	124 Infrastructure Reserve Fund
						74.86	128 Transit System Fund
						20.40	131 Drug Seizure Forfeiture Fund
						68.90	170 Housing Rehabilitation Fund
						11,999.06	401 Water Fund
						83,179.29	402 Garbage Fund
						98,974.62	403 Sewer Fund
						8,262.00	404 Water/Sewer Improvement Reserve
						437.78	414 Water Deposits
						429,725.14	Claims: 429,725.14
						429,725.14	

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

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6558	11/06/2014	Claims	2	EFT	XPRESS BILL PAY	273.90	UB ONLINE PAYMENTS - 10/2014
					401 - 534 50 49 00 - MISCELLANEOUS	91.30	
					403 - 535 50 49 00 - MISCELLANEOUS	91.30	
					402 - 537 50 49 00 - MISCELLANEOUS	91.30	
6561	10/28/2014	Claims	2	EFT	WA STATE DEPT OF REVENUE	11,004.42	EXCISE TAX - 09/2014
					001 - 511 60 53 00 - EXTERNAL TAXES	1.43	
					001 - 524 20 31 00 - SUPPLIES	0.69	
					001 - 524 20 53 00 - EXTERNAL TAXES	41.08	
					401 - 534 50 53 00 - EXTERNAL TAXES	4,198.17	
					401 - 534 50 53 00 - EXTERNAL TAXES	148.94	
					403 - 535 50 53 00 - EXTERNAL TAXES	1,088.77	
					403 - 535 50 53 00 - EXTERNAL TAXES	171.48	
					402 - 537 50 53 00 - EXTERNAL TAXES	4,710.72	
					001 - 558 60 31 00 - SUPPLIES	0.68	
					001 - 576 80 53 00 - EXTERNAL TAXES	642.46	
6484	10/28/2014	Claims	2	88927	WA STATE DEPT OF REVENUE	435.02	UNCLAIMED PROPERTY; UNCLAIMED PROPERTY
					001 - 512 50 49 00 - MISCELLANEOUS	43.94	
					001 - 522 20 13 00 - VOLUNTEER SALARIES	30.00	
					001 - 522 60 13 00 - VOLUNTEER STIPENDS	42.00	
					414 - 586 00 04 14 - DEPOSIT REFUND	56.95	
					414 - 586 00 04 14 - DEPOSIT REFUND	57.58	
					414 - 586 00 04 14 - DEPOSIT REFUND	196.90	
					401 - 586 01 04 01 - 210-10) WATER REFUNDS	1.05	
					402 - 586 01 04 02 - 210-10	0.40	
					414 - 586 01 04 14 - 210-10 UTILITY DEP REFUN	1.20	
					001 - 589 00 00 00 - PARK DEPOSIT REFUND	5.00	
6572	11/10/2014	Claims	2	88928	ACTNOW INC	1,626.90	FD SEC. TEMP WK ENDING 10/11/14; FD TEMP SECRETARY WK ENDING 10/18/14
					001 - 522 10 41 00 - PROFESSIONAL SERVICES	785.40	
					001 - 522 10 41 00 - PROFESSIONAL SERVICES	841.50	
6573	11/10/2014	Claims	2	88929	ADVANCED TRAVEL EXP. FUND	159.15	REIMBURSE #1106 - BISCONER
					001 - 514 23 43 00 - TRAVEL	159.15	
6574	11/10/2014	Claims	2	88930	ANDERSON ROCK & DEMOLITION PITS	216.20	DEMO PRODUCT
					401 - 534 50 31 00 - SUPPLIES	216.20	
6575	11/10/2014	Claims	2	88931	BASIN DISPOSAL OF YAKIMA LLC	77,939.48	GA/RCY - 10/2014
					402 - 537 50 49 00 - MISCELLANEOUS	77,939.48	
6576	11/10/2014	Claims	2	88932	BOSLERS PAINTING	23,335.90	YAP ACTIVITIES BUILDING EXTERIOR PAINTING PROJECT
					106 - 594 76 63 00 - IMPROVEMENTS	23,335.90	
6577	11/10/2014	Claims	2	88933	BURROWS TRACTOR COMPANY	42.04	TRIGGER, AIR CASE, SPARK PLUG, GROMMET, FILTER, ASSEMBLY VENT
					001 - 576 80 31 00 - SUPPLIES	42.04	
6578	11/10/2014	Claims	2	88934	CANON FINACIAL SERVICES	313.66	PD COPIER LEASE 10/01/14-10/31/14
					001 - 528 80 45 00 - OPERATING RENTALS & LJ	313.66	

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6579	11/10/2014	Claims	2	88935	CAREY MOTORS	170.06	VEHICLE SERVICE #6-LOF, RECALL REPROGRAM (REWARDS EARNED FREE SERVICE); VEHICLE SERVICE #9-LOF, FUEL & AIR FILTER REPLACEMENT;; VEHICLE SERVICE #5-REPAIR FLAT TIRE (NO PAYMENT DUE TO REWARDS)
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE		
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	170.06	
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE		
6580	11/10/2014	Claims	2	88936	CASCADE ANALYTICAL INC	1,043.36	WATER/ WASTEWATER SAMPLING
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	132.60	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	910.76	
6581	11/10/2014	Claims	2	88937	CASCADE BRIDGE LLC	69,697.50	ESTIMATE NO. 4, WORK PERFORMED THROUGH SEPT. 30, 2014 ON 12TH AVE BRIDGE
					121 - 595 50 63 07 - 12TH AVE BRIDGE - CONST	69,697.50	
6582	11/10/2014	Claims	2	88938	CASCADE FIRE EQUIPMENT	2,119.93	ANNUAL SERVICE & SERVICE FIRE EXT.; E85 TRUCK REPAIRS; E85 TRUCK REPAIRS
					001 - 518 31 48 00 - REPAIRS & MAINTENANCE	7.50	
					001 - 522 20 48 00 - REPAIRS & MAINTENANCE	70.95	
					001 - 522 20 48 00 - REPAIRS & MAINTENANCE	247.24	
					001 - 522 20 48 00 - REPAIRS & MAINTENANCE	773.51	
					001 - 522 70 48 00 - EMS - REPAIRS & MAINTENANCE	247.23	
					001 - 522 70 48 00 - EMS - REPAIRS & MAINTENANCE	773.50	
6583	11/10/2014	Claims	2	88939	CASCADE INDUSTRIAL & HYD LLC	70.92	HOSE; COPPER SEAL
					401 - 534 50 31 00 - SUPPLIES	41.75	
					001 - 576 80 31 00 - SUPPLIES	29.17	
6584	11/10/2014	Claims	2	88940	CASCADE NATURAL GAS CORP	26.89	4401 1/2 MAIN ST & 4401 MAIN ST #2-09/14
					401 - 534 50 47 00 - UTILITIES	6.73	
					403 - 535 50 47 00 - UTILITIES	6.72	
					402 - 537 50 47 00 - UTILITIES	6.72	
					101 - 542 30 47 00 - UTILITIES	6.72	
6585	11/10/2014	Claims	2	88941	CASH & CARRY	29.10	WATER
					001 - 522 20 31 00 - SUPPLIES	29.10	
6586	11/10/2014	Claims	2	88942	SHERRY CATLOW	150.00	BARN DEPOSIT REFUND
					001 - 589 00 00 00 - PARK DEPOSIT REFUND	150.00	
6587	11/10/2014	Claims	2	88943	CDW GOVERNMENT INC	392.67	SECTOR PAPER
					001 - 521 22 31 00 - SUPPLIES	392.67	
6588	11/10/2014	Claims	2	88944	CENTRAL CHAIN & TRANSMISSION	131.47	BRO V-BELTS; BRO BELT
					101 - 542 30 31 00 - SUPPLIES	18.54	
					101 - 542 30 31 00 - SUPPLIES	14.33	
					101 - 542 70 31 00 - SUPPLIES	37.07	
					101 - 542 70 31 00 - SUPPLIES	28.66	
					001 - 576 80 31 00 - SUPPLIES	18.54	
					001 - 576 80 31 00 - SUPPLIES	14.33	
6589	11/10/2014	Claims	2	88945	CENTRAL WA AG MUSEUM	2,765.00	AG MUSEUM COORDINATOR - STRATER; AG MUSEUM COORDINATORS - 09/2014
					107 - 557 30 41 00 - PROFESSIONAL SERVICES	50.00	

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			107 - 571 10 41 00 -		PROF SVCS-AG MUSEUM	1,675.00	
			107 - 571 10 41 00 -		PROF SVCS-AG MUSEUM	1,040.00	
<b>6590</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>88946</b>	<b>CENTRAL WASHINGTON FAIR ASSOC.</b>	<b>2,500.00</b>	<b>MARKETING &amp; SALES - 09/2014; MARKETING &amp; SALES - 10/2014</b>
			108 - 557 30 41 08 -		PROFESSIONAL SERVICES	1,250.00	
			108 - 557 30 41 08 -		PROFESSIONAL SERVICES	1,250.00	
<b>6591</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>88947</b>	<b>CENTURY LINK</b>	<b>1,286.40</b>	<b>FD HOTLINE-10/14; CHT1-10/2014; CH/FAX - 10/2014; PRI TRUNK LEGAL-10/2014; PW-10/14; WA TELEMETRY - 10/2014</b>
			001 - 511 60 42 01 -		COMMUNICATION	32.66	
			001 - 511 60 42 01 -		COMMUNICATION	2.90	
			001 - 512 50 42 00 -		COMMUNICATION		
			001 - 512 50 42 00 -		COMMUNICATION		
			001 - 513 10 42 01 -		COMMUNICATION	32.66	
			001 - 513 10 42 01 -		COMMUNICATION	2.37	
			001 - 514 23 42 00 -		COMMUNICATIONS	45.72	
			001 - 514 23 42 00 -		COMMUNICATIONS	3.53	
			001 - 514 30 42 00 -		COMMUNICATIONS	45.72	
			001 - 514 30 42 00 -		COMMUNICATIONS	3.53	
			001 - 515 20 42 00 -		COMMUNICATION	65.32	
			001 - 515 20 42 00 -		COMMUNICATION	5.79	
			001 - 515 20 42 00 -		COMMUNICATION	57.19	
			001 - 522 10 42 00 -		COMMUNICATION	46.63	
			001 - 524 20 42 00 -		COMMUNICATION	75.11	
			001 - 524 20 42 00 -		COMMUNICATION	7.31	
			401 - 534 50 42 00 -		COMMUNICATION	65.32	
			401 - 534 50 42 00 -		COMMUNICATION	5.79	
			401 - 534 50 42 00 -		COMMUNICATION	27.79	
			401 - 534 50 42 00 -		COMMUNICATION	360.33	
			403 - 535 50 42 00 -		COMMUNICATION	65.32	
			403 - 535 50 42 00 -		COMMUNICATION	5.79	
			403 - 535 50 42 00 -		COMMUNICATION	27.79	
			402 - 537 50 42 00 -		COMMUNICATION	78.38	
			402 - 537 50 42 00 -		COMMUNICATION	7.31	
			402 - 537 50 42 00 -		COMMUNICATION	27.79	
			101 - 543 30 42 00 -		COMMUNICATION	65.32	
			101 - 543 30 42 00 -		COMMUNICATION	5.79	
			101 - 543 30 42 00 -		COMMUNICATION	27.78	
			001 - 558 60 42 00 -		COMMUNICATION	81.62	
			001 - 558 60 42 00 -		COMMUNICATION	7.84	
<b>6592</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>88948</b>	<b>CHARTER COMMUNICATIONS</b>	<b>306.98</b>	<b>CH INTERNET - 11/2014</b>
			001 - 511 60 42 01 -		COMMUNICATION	25.60	
			001 - 512 50 42 00 -		COMMUNICATION		
			001 - 513 10 42 01 -		COMMUNICATION	25.58	
			001 - 514 23 42 00 -		COMMUNICATIONS	25.58	
			001 - 514 30 42 00 -		COMMUNICATIONS	25.58	
			001 - 515 20 42 00 -		COMMUNICATION	25.58	
			001 - 522 10 42 00 -		COMMUNICATION	25.58	
			001 - 524 20 42 00 -		COMMUNICATION	25.58	
			401 - 534 50 42 00 -		COMMUNICATION	25.58	
			403 - 535 50 42 00 -		COMMUNICATION	25.58	
			402 - 537 50 42 00 -		COMMUNICATION	25.58	
			101 - 543 30 42 00 -		COMMUNICATION	25.58	
			001 - 558 60 42 00 -		COMMUNICATION	25.58	

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6593	11/10/2014	Claims	2	88949	CINTAS CORP #605	458.30	FIRE DEPT UNIFORM CLEANING; FIRE DEPT UNIFORM CLEANING; CH MAT SERVICE; SC MOP & MAT SERVICE
					001 - 518 31 45 00 - OPERATING RENTALS & LI	132.11	
					001 - 522 20 21 00 - UNIFORMS & EQUIPMENT	81.96	
					001 - 522 20 21 00 - UNIFORMS & EQUIPMENT	81.96	
					001 - 522 60 23 00 - VOLUNTEER UNIFORMS &	37.30	
					001 - 522 60 23 00 - VOLUNTEER UNIFORMS &	37.30	
					001 - 571 21 45 00 - OPERATING RENTALS & LI	87.67	
6594	11/10/2014	Claims	2	88950	DEX WEST	509.36	PARK AD-10/14
					001 - 576 80 44 00 - ADVERTISING	509.36	
6595	11/10/2014	Claims	2	88951	ELITE TOWING & RECOVERY LLC	77.26	PD TOWING-VEHICLE #18; PD TOWING
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	38.52	
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	38.74	
6596	11/10/2014	Claims	2	88952	EMERGENCY REPORTING	227.01	FIRE/ERS REPORTING DEC 2014
					001 - 522 10 49 00 - MISCELLANEOUS	227.01	
6597	11/10/2014	Claims	2	88953	OLIVIA ESCARENO	150.00	ACTIVITES BLDG DEPOSIT REFUND
					001 - 589 00 00 00 - PARK DEPOSIT REFUND	150.00	
6598	11/10/2014	Claims	2	88954	FEI INC	889.32	PUMP-CI PEDESTAL MOUNT
					101 - 542 67 31 00 - SUPPLIES	889.32	
6599	11/10/2014	Claims	2	88955	KAREN FEIST	21.06	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	21.06	Refund Utility Deposit
6600	11/10/2014	Claims	2	88956	FLINT TRADING INC	5,997.65	WH LINE
					101 - 542 30 31 00 - SUPPLIES	5,997.65	
6601	11/10/2014	Claims	2	88957	FUTURE LINK COMMUNICATIONS	640.50	VOICEMAIL SYSTEM TROUBLESHOOT
					001 - 518 88 41 00 - PROFESSIONAL SERVICES	640.50	
6602	11/10/2014	Claims	2	88958	GAP AUTO PARTS	2.84	WEATHERSTRIP CEMENT
					401 - 534 50 31 00 - SUPPLIES	2.56	
					402 - 537 50 31 00 - SUPPLIES	0.14	
					101 - 542 30 31 00 - SUPPLIES	0.14	
6603	11/10/2014	Claims	2	88959	JERRY GARRISON	52.83	OVERPAYMENT REFUND
					401 - 586 01 04 01 - 210-10) WATER REFUNDS	52.83	
6604	11/10/2014	Claims	2	88960	GEARJAMMER	1,509.61	PD FUEL OCT 1-15, 2014
					001 - 521 21 32 00 - FUEL	158.60	DETECTIVE FUEL
					001 - 521 22 32 00 - FUEL	1,351.01	PATROL FUEL
6605	11/10/2014	Claims	2	88961	GENE WEINMANN CONSULTING	68.90	HOUSING REHAB MANAGEMENT-10/2014
					170 - 559 20 41 00 - PROFESSIONAL SERVICES	68.90	
6606	11/10/2014	Claims	2	88962	GILLIHAN LAW OFFICE PLLC	5,700.00	PUBLIC DEFENDER - 10/2014
					001 - 515 20 41 00 - PROFESSIONAL SERVICES	5,700.00	

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6607	11/10/2014	Claims	2	88963	GILLILAND LAW FIRM PLLC	530.00	CONFLICT ATTORNEY-39702;38978 - CONFLICT ATTORNEY-40931FTC-CONFLI CT ATTORNEY-4Z0104228-CONFLI CT ATTORNEY-4z0775648
					001 - 515 91 41 00 - INDIGENT GENERAL DEFE	530.00	
6608	11/10/2014	Claims	2	88964	BROOKE GOOSMAN	116.67	CASE #4Z0083301
					001 - 515 91 41 00 - INDIGENT GENERAL DEFE	116.67	
6609	11/10/2014	Claims	2	88965	HD SUPPLY WATERWORKS LTD	4,721.04	RADIO METERS
					401 - 534 50 31 00 - SUPPLIES	4,721.04	
6610	11/10/2014	Claims	2	88966	HENDO WINDOW TINTING & ACCESSORIES	119.02	PD VEHICLE TINTING-MCKINLEY
					001 - 521 21 48 00 - REPAIRS & MAINTENANCE	119.02	
6611	11/10/2014	Claims	2	88967	ROBERT M HENNESSY	86.47	SAFETY BOOTS
					001 - 576 80 21 00 - UNIFORMS & EQUIPMENT	86.47	
6612	11/10/2014	Claims	2	88968	HOUSE OF REAL ESTATE	11.23	OVERPAYMENT REFUND
					401 - 586 01 04 01 - 210-10) WATER REFUNDS	11.23	
6613	11/10/2014	Claims	2	88969	HUIBREGTSE, LOUMAN ASSOC INC	81,407.79	PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES-09/14; PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES-10/14
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	704.00	WATER & SEWER ANALYSIS
					404 - 535 50 41 44 - PROF SERVICES-FOUR PAR	528.00	3-PARTY AGREEMENT
					403 - 538 10 41 23 - STORMWATER - ENGINEEI	3,736.50	
					403 - 538 10 41 23 - STORMWATER - ENGINEEI	5,050.00	
					403 - 538 10 41 23 - STORMWATER - ENGINEEI	10,614.30	
					403 - 538 10 41 23 - STORMWATER - ENGINEEI	6,700.00	
					403 - 538 92 41 03 - STORMWATER-PROFESSIC	290.00	NEW WDOE SITE DRAINAGE
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	1,424.00	14TH ST TIB
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	960.00	FEMA MAPS
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	1,450.00	SOCCER COMPLEX
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	1,015.00	SOCCER COMPLEX
					121 - 595 10 41 07 - 12TH AVE BRIDGE - ENGIN	20,094.00	
					121 - 595 10 41 08 - AHTANUM RD - GOODMAN	435.00	WIDE HOLLOW CREEK AND AHTANUM RD
					121 - 595 10 41 08 - AHTANUM RD - GOODMAN	1,411.98	
					124 - 595 10 41 24 - ENGINEERING/PROF SVC-M	6,182.40	
					124 - 595 10 41 24 - ENGINEERING/PROF SVC-M	2,005.80	
					124 - 595 10 41 24 - ENGINEERING/PROF SVC-M	987.71	
					124 - 595 10 41 26 - BELTWAY CONNECTOR-PF	4,018.10	
					124 - 595 10 41 26 - BELTWAY CONNECTOR-PF	4,320.00	BELTWAY HANDOUT
					124 - 595 10 41 26 - BELTWAY CONNECTOR-PF	1,747.00	
					404 - 595 34 63 00 - MAIN ST 16 INCH WA MAI	1,782.70	
					404 - 595 34 63 00 - MAIN ST 16 INCH WA MAI	5,951.30	
6614	11/10/2014	Claims	2	88970	INTEGRA TELECOM	70.48	YOUTH PARK/SENIOR CTR-10/14
					001 - 571 21 42 00 - COMMUNICATION	70.48	
6615	11/10/2014	Claims	2	88971	INTERSTATE BATTERIES	207.04	MTP-24; FLINK- MT-24
					101 - 542 30 31 00 - SUPPLIES	27.95	
					101 - 542 70 31 00 - SUPPLIES	55.90	
					101 - 542 70 31 00 - SUPPLIES	95.24	
					001 - 576 80 31 00 - SUPPLIES	27.95	

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6616	11/10/2014	Claims	2	88972	SANDY KABRICH	150.00	BARN DEPOSIT REFUND
					001 - 589 00 00 00 - PARK DEPOSIT REFUND	150.00	
6617	11/10/2014	Claims	2	88973	LEGAL COURIERS INC	30.00	COURIER SVC - 11/2014
					001 - 515 20 41 00 - PROFESSIONAL SERVICES	30.00	
6618	11/10/2014	Claims	2	88974	LEXISNEXIS	158.92	ONLINE SERVICE - 09/14
					001 - 515 20 49 00 - MISCELLANEOUS	158.92	
6619	11/10/2014	Claims	2	88975	LOWES COMPANY INC	51.83	E85 TARP; CLEANING SUPPLIES
					001 - 522 20 31 00 - SUPPLIES	12.29	
					001 - 522 50 31 00 - SUPPLIES	39.54	
6620	11/10/2014	Claims	2	88976	LOWES COMPANY INC	501.48	SINK STRAINER WASHER; BATTERIES; SEALANT, BRUSHES, CAULK GUN; ALUMINUM; BHK 16' X 20'; NYW 36IN X 84IN, WALL TUBE; PUMP ARMOR, 8-OZ TSL; DURACELL, MAGLITE ASSORTED; RED ROLL STRAND; DKBILL, SHARPIE, S
					001 - 518 31 31 00 - SUPPLIES	12.30	
					401 - 534 50 31 00 - SUPPLIES	35.11	
					401 - 534 50 31 00 - SUPPLIES	8.89	
					401 - 534 50 31 00 - SUPPLIES	41.09	
					401 - 534 50 31 00 - SUPPLIES	21.48	
					401 - 534 50 31 00 - SUPPLIES	18.85	
					401 - 534 50 31 00 - SUPPLIES	44.78	
					403 - 535 50 31 00 - SUPPLIES	183.86	
					101 - 542 30 31 00 - SUPPLIES	27.66	
					001 - 576 80 31 00 - SUPPLIES	6.15	
					001 - 576 80 31 00 - SUPPLIES	101.31	
6621	11/10/2014	Claims	2	88977	AMANDA MACK	53.47	DEPOSIT REFUND
					414 - 586 00 04 14 - DEPOSIT REFUND	53.47	
6622	11/10/2014	Claims	2	88978	MAILFINANCE	714.11	MAIL MACHINE LEASE - 11/13/14 - 02/12/15
					001 - 511 60 45 00 - OPERATING RENTALS & LJ	0.09	
					001 - 514 23 45 00 - OPERATING RENTALS & LJ	226.93	
					001 - 514 30 45 00 - OPERATING RENTALS & LJ	169.62	
					001 - 515 20 45 00 - OPERATING RENTALS & LJ	7.04	
					001 - 517 91 45 00 - OPERATING RENTALS & LJ	0.05	
					001 - 521 10 45 00 - OPERATING LEASES & REF	40.75	
					001 - 521 10 45 00 - OPERATING LEASES & REF	0.21	
					001 - 522 10 45 00 - OPERATING RENTALS & LJ	0.95	
					001 - 522 10 45 00 - OPERATING RENTALS & LJ	0.21	
					001 - 524 20 45 00 - OPERATING RENTALS & LJ	7.69	
					401 - 534 50 45 00 - OPERATING RENTALS & LJ	63.79	
					403 - 535 50 45 00 - OPERATING RENTALS & LJ	63.79	
					402 - 537 50 45 00 - OPERATING RENTALS & LJ	63.79	
					101 - 543 30 45 00 - OPERATING RENTALS & LJ	63.79	
					001 - 558 60 45 00 - OPERATING RENTALS & LJ	1.58	
					001 - 571 21 45 00 - OPERATING RENTALS & LJ	3.65	
					001 - 576 80 45 00 - OPERATING RENTALS & LJ	0.18	
6623	11/10/2014	Claims	2	88979	BETH MARKER	50.62	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	50.62	Refund Utility Deposit
6624	11/10/2014	Claims	2	88980	MCPHERSON LAW GROUP	2,625.00	CONFLICT ATTORNEY; 2Z0300179; 42522; 41053; 42137; 42383; 42384; 42520; C42314; 4Z0587244; 4Z00307979; 2Z0661382; 414541; C42360; 3Z067660
					001 - 515 91 41 00 - INDIGENT GENERAL DEFE	2,625.00	
6625	11/10/2014	Claims	2	88981	MORTON & SONS	146.74	SAWDUST

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			401 - 534 50 31 00 -		SUPPLIES	146.74	
<b>6626</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>88982</b>	<b>MORTON'S SUPPLY</b>	<b>15.09</b>	<b>STEEL FLATS</b>
			401 - 534 50 31 00 -		SUPPLIES	3.02	
			403 - 535 50 31 00 -		SUPPLIES	3.02	
			402 - 537 50 31 00 -		SUPPLIES	3.01	
			101 - 542 30 31 00 -		SUPPLIES	3.02	
			001 - 576 80 31 00 -		SUPPLIES	3.02	
<b>6627</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>88983</b>	<b>JAMIE MULLINS</b>	<b>150.00</b>	<b>BARN DEPOSIT REFUND</b>
			001 - 589 00 00 00 -		PARK DEPOSIT REFUND	150.00	
<b>6628</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>88984</b>	<b>NORTHWEST PUBLIC RADIO</b>	<b>500.00</b>	<b>ANTIQUE FARM EXPO</b>
			107 - 571 10 44 00 -		ADVERTISING-AG MUSEUM	500.00	
<b>6629</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>88985</b>	<b>OFFICE DEPOT</b>	<b>454.95</b>	<b>INK CTG'S; BATTERY &amp; PENS; PAPER, CASE, PENS, DISK, INK; POST IT'S &amp; TAPE; USB DRIVES, STAPLES, PENS ETC</b>
			001 - 514 23 31 00 -		SUPPLIES	63.28	
			001 - 514 23 31 00 -		SUPPLIES	12.96	
			001 - 514 23 31 00 -		SUPPLIES	12.42	
			001 - 514 30 31 00 -		SUPPLIES	12.42	
			001 - 515 20 31 00 -		SUPPLIES	201.36	
			401 - 534 50 31 00 -		SUPPLIES	24.50	
			403 - 535 50 31 00 -		SUPPLIES	24.50	
			402 - 537 50 31 00 -		SUPPLIES	24.50	
			101 - 542 30 31 00 -		SUPPLIES	24.50	
			001 - 576 80 31 00 -		SUPPLIES	54.51	
<b>6630</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>88986</b>	<b>OFFICE SOLUTIONS NORTHWEST</b>	<b>122.94</b>	<b>PLANNER &amp; DESK PAD; COPY PAPER &amp; PENS</b>
			001 - 511 60 31 01 -		SUPPLIES	0.69	
			001 - 513 10 31 00 -		SUPPLIES	5.96	
			001 - 514 23 31 00 -		SUPPLIES	18.24	
			001 - 514 23 31 00 -		SUPPLIES	15.23	
			001 - 514 30 31 00 -		SUPPLIES	18.25	
			001 - 514 30 31 00 -		SUPPLIES	23.31	
			001 - 515 20 31 00 -		SUPPLIES	5.89	
			001 - 521 10 31 00 -		SUPPLIES	0.20	
			001 - 522 10 31 00 -		SUPPLIES	4.54	
			001 - 524 20 31 00 -		SUPPLIES	3.56	
			401 - 534 50 31 00 -		SUPPLIES	5.68	
			403 - 535 50 31 00 -		SUPPLIES	6.71	
			402 - 537 50 31 00 -		SUPPLIES	5.58	
			101 - 543 30 31 00 -		SUPPLIES	5.60	
			001 - 558 60 31 00 -		SUPPLIES	1.79	
			001 - 576 80 31 00 -		SUPPLIES	1.71	
<b>6631</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>88987</b>	<b>ONE CALL CONCEPTS INC</b>	<b>29.04</b>	<b>UTILITY LOCATES - 10/2014</b>
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	14.52	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	14.52	
<b>6632</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>88988</b>	<b>OXARC INC</b>	<b>177.41</b>	<b>GLOVES; GLOVES</b>
			403 - 535 50 31 00 -		SUPPLIES	117.83	
			403 - 535 50 31 00 -		SUPPLIES	59.58	
<b>6633</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>88989</b>	<b>PACIFIC POWER</b>	<b>13,321.56</b>	<b>3007 2ND ST-OCT 2014; 107 W AHTANUM-OCT 2014; AREA/STREET/TRAFFIC LIGHTS - 10/2014</b>
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	194.71	
			001 - 522 50 47 00 -		UTILITIES	42.48	
			001 - 522 50 47 00 -		UTILITIES	194.71	
			101 - 542 63 47 00 -		UTILITIES	11,397.25	
			101 - 542 64 47 00 -		UTILITIES	356.63	

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			001 - 576 80 47 00 - UTILITIES			1,135.78	
6634	11/10/2014	Claims	2	88990	PRINT GUYS INC	490.05	BACK FLOW ASSEMBLY TEST REPORT; BUSINESS CARDS - MURR
			001 - 511 60 49 01 - MISCELLANEOUS			53.24	
			401 - 534 50 31 00 - SUPPLIES			436.81	
6635	11/10/2014	Claims	2	88991	PROTECTION ONE	68.95	ALARM MONITORING - 11/2014
			001 - 518 31 41 00 - PROFESSIONAL SERVICES			35.92	
			001 - 524 20 41 00 - PROFESSIONAL SERVICES			4.70	
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			4.70	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			4.70	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			4.85	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			4.70	
			001 - 558 60 41 00 - PROFESSIONAL SERVICES			4.70	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			4.68	
6636	11/10/2014	Claims	2	88992	BRIANNA V SCHELHAMMER	26.48	UNIFORM ALLOWANCE
			001 - 521 10 21 00 - UNIFORMS & EQUIPMENT			26.48	
6637	11/10/2014	Claims	2	88993	SEARS COMMERCIAL ONE	463.73	SR CTR STOVE
			001 - 571 21 31 00 - SUPPLIES			463.73	
6638	11/10/2014	Claims	2	88994	SHELL OIL COMPANY	203.20	PD FUEL SEPTEMBER 2014
			001 - 521 22 32 00 - FUEL			203.20	
6639	11/10/2014	Claims	2	88995	SPLASH EXPRESS AUTO SERVICES LLC	26.13	SPLASH SERVICES-09/14
			001 - 524 20 48 00 - REPAIRS & MAINTENANCE			7.97	
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			2.04	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			2.04	
			402 - 537 50 48 00 - REPAIRS & MAINTENANCE			2.04	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			2.03	
			001 - 558 60 48 00 - REPAIRS & MAINTENANCE			7.98	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			2.03	
6640	11/10/2014	Claims	2	88996	SPRINT CH/FD/PW ACT #516627226	68.01	FD CELLS-9/14; R85 CELL-9/14
			001 - 522 20 42 00 - COMMUNICATION			22.99	
			001 - 522 70 42 00 - EMS- COMMUNICATION			22.99	
			001 - 522 70 42 00 - EMS- COMMUNICATION			22.03	
6641	11/10/2014	Claims	2	88997	STANDARD PAINT	141.20	GRACO KIT, REPAIR LABOR
			101 - 542 30 31 00 - SUPPLIES			141.20	
6642	11/10/2014	Claims	2	88998	SUNSET MAGAZINE	1,700.00	TOURISM ADVERTISEMENT 04/01/2014
			108 - 557 30 44 08 - ADVERTISING			1,700.00	
6643	11/10/2014	Claims	2	88999	TELEDYNE ISCO INC	669.27	TUBE SUCT, TUBE DISCH
			403 - 535 50 31 00 - SUPPLIES			669.27	
6644	11/10/2014	Claims	2	89000	U-HAUL MOVING & STORAGE	422.85	CH STORAGE - 11/2014
			001 - 594 18 45 00 - OPERATING RENTALS & LJ			422.85	
6645	11/10/2014	Claims	2	89001	UNION GAP WATER FUND & SEWER	10,851.71	AG MUSEUM - FINAL BILL; W/S/G FINAL; 107 W AHTANUM-OCT 2014; 3007 2ND STREET-OCT 2014; PD WATER, SEWER, GARBAGE 9/21/14-10/20/14; CH - 10/2014; PARKS - 10/2014; PW SHOP - 10/2014
			001 - 518 20 47 00 - UTILITIES/CITY HALL			58.26	
			001 - 518 20 47 00 - UTILITIES/CITY HALL			407.70	

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			001 - 521 50 47 00 - UTILITIES			172.01	
			001 - 522 50 47 00 - UTILITIES			58.26	
			001 - 522 50 47 00 - UTILITIES			72.09	
			403 - 535 50 47 00 - UTILITIES			259.89	
			101 - 543 30 47 00 - UTILITIES			2,197.97	
			107 - 571 10 47 00 - UTILITIES-AG MUSEUM			189.94	
			001 - 576 80 47 00 - UTILITIES			6,121.24	
			001 - 576 80 47 00 - UTILITIES			1,314.35	
<b>6646</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>89002</b>	<b>UNUM LIFE INSURANCE</b>	<b>137.40</b>	<b>LEOFF 1 LONG TERM CARE - 11/2014</b>
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			137.40	
<b>6647</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>89003</b>	<b>US BANK CARDMEMBER SVC</b>	<b>949.87</b>	<b>SR CTR SUPPLIES; GUTIERREZ/RADKE TRAINING; FOOD FOR ORAL BOARD PANEL-TWO DAYS; VORNADO PORTABLE HEATER-SCHELHAMMER; IACC REGISTRATION - HENNE; IACC CONFERENCE - HENNE; LATE FEE - 10/06/14; WELLNESS GI</b>
			001 - 514 23 31 00 - SUPPLIES			45.00	
			001 - 517 91 49 00 - MISCELLANEOUS			50.00	
			001 - 521 10 43 00 - TRAVEL			79.84	
			001 - 521 10 43 00 - TRAVEL			13.19	
			001 - 521 10 43 00 - TRAVEL			14.63	
			001 - 521 10 49 00 - MISCELLANEOUS			88.01	
			001 - 521 40 43 00 - TRAVEL			159.17	
			001 - 522 10 43 00 - TRAVEL			11.54	
			001 - 528 80 31 00 - OFFICE & OPERATING SUP			39.97	
			401 - 534 50 43 00 - TRAVEL			28.29	
			401 - 534 50 49 00 - MISCELLANEOUS			47.00	
			401 - 534 50 49 00 - MISCELLANEOUS			1.17	
			403 - 535 50 43 00 - TRAVEL			28.29	
			403 - 535 50 49 00 - MISCELLANEOUS			47.00	
			403 - 535 50 49 00 - MISCELLANEOUS			1.17	
			402 - 537 50 43 00 - TRAVEL			28.29	
			402 - 537 50 49 00 - MISCELLANEOUS			47.00	
			402 - 537 50 49 00 - MISCELLANEOUS			1.17	
			101 - 542 30 43 00 - TRAVEL			28.28	
			101 - 542 30 49 00 - MISCELLANEOUS			47.00	
			101 - 542 30 49 00 - MISCELLANEOUS			1.17	
			114 - 571 21 31 14 - SUPPLIES-SENIOR CENTER			66.22	
			001 - 576 80 43 00 - TRAVEL			28.29	
			001 - 576 80 49 00 - MISCELLANEOUS			47.00	
			001 - 576 80 49 00 - MISCELLANEOUS			1.18	
<b>6648</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>89004</b>	<b>US CELLULAR</b>	<b>50.91</b>	<b>TOURISM PROPOMTER - 10/2014</b>
			107 - 557 30 42 00 - COMMUNICATION			50.91	
<b>6649</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>89005</b>	<b>US LINEN &amp; UNIFORM</b>	<b>393.00</b>	<b>PW UNIFORM SERVICES-09/14</b>
			401 - 534 50 21 00 - UNIFORMS & EQUIPMENT			108.96	
			403 - 535 50 21 00 - UNIFORMS & EQUIPMENT			108.96	
			402 - 537 50 21 00 - UNIFORMS & EQUIPMENT			46.70	
			101 - 542 30 21 00 - UNIFORMS & EQUIPMENT			108.97	
			001 - 576 80 21 00 - UNIFORMS & EQUIPMENT			19.41	
<b>6650</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>89006</b>	<b>VALLEY LOCK &amp; KEY SERVICE</b>	<b>38.92</b>	<b>DEADBOLT, USCAN 1 CYL, SCH KW</b>
			401 - 534 50 31 00 - SUPPLIES			7.78	
			403 - 535 50 31 00 - SUPPLIES			7.78	
			402 - 537 50 31 00 - SUPPLIES			7.78	
			101 - 542 30 31 00 - SUPPLIES			7.79	

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			001 - 576 80 31 00 - SUPPLIES			7.79	
6651	11/10/2014	Claims	2	89007	VALLEY SEPTIC SERVICE	1,152.00	CIVIL WAR ASSOC TOILET RENTAL
			107 - 557 30 45 00 - OPERATING RENTALS & LI			1,152.00	
6652	11/10/2014	Claims	2	89008	LACEY VELONI	150.00	BARN DEPOSIT REFUND
			001 - 589 00 00 00 - PARK DEPOSIT REFUND			150.00	
6653	11/10/2014	Claims	2	89009	VERIZON WIRELESS	1,936.71	PD PHONES SEP 19-OCT 13, 2014 & PD MDT MODEMS SEP 14-OCT 13, 2014
			001 - 528 80 42 00 - COMMUNICATION			1,936.71	
6654	11/10/2014	Claims	2	89010	WA ST DEPT OF EMPLOYMENT SECURITY	577.00	UNEMPLOYMENT BENEFITS - 3RD QTR 2014
			001 - 522 20 20 00 - PERSONNEL BENEFITS			230.80	
			001 - 522 70 20 00 - EMS - PERSONNEL BENEFIT			346.20	
6655	11/10/2014	Claims	2	89011	WA STATE DEP OF LICENSING	111.00	CONCEALED PISTOL LICENSE
			001 - 586 00 02 00 - WEAPONS PERMITS FEE			111.00	
6656	11/10/2014	Claims	2	89012	WA STATE DEPT OF TRANS.	60.21	LA07607R S 12TH AVE BRIDGE INSPECTION
			121 - 595 10 41 07 - 12TH AVE BRIDGE - ENGIN			60.21	
6657	11/10/2014	Claims	2	89013	WA STATE DEPT OF TRANSPORTATION	14,002.20	SIGNAL MAINT, REPAIR & ADDITIONS
			101 - 542 64 51 00 - INTERGOVERNMENTAL PF			14,002.20	
6658	11/10/2014	Claims	2	89014	WA STATE TREASURER	20.40	SEIZED PROPERTY
			131 - 521 30 49 31 - MISCELLANEOUS			20.40	
6659	11/10/2014	Claims	2	89015	WAPATO POLICE DEPT	42.82	PD JAIL PRESCRIPTION BILLING SEPTEMBER 2014
			001 - 523 20 51 00 - DETENTION & CORRECTIC			42.82	
6660	11/10/2014	Claims	2	89016	LYDIA M WAREHIME	37.60	SR CTR BAZAR AD
			114 - 571 21 44 14 - ADVERTISEMENT			37.60	
6661	11/10/2014	Claims	2	89017	WASHINGTON TRACTOR	104.74	V-BELT, IDLER
			001 - 576 80 31 00 - SUPPLIES			104.74	
6662	11/10/2014	Claims	2	89018	WESTURF SOD	33.99	7 ROLLS SOD, 3.5# BAG FERTILIZER
			401 - 534 50 31 00 - SUPPLIES			33.99	
6663	11/10/2014	Claims	2	89019	WONDRACK DIST INC	2,963.30	BLD/PLAN-09/14; PW FUEL-09/14
			001 - 524 20 32 00 - FUEL			61.99	
			401 - 534 50 32 00 - FUEL			657.66	
			403 - 535 50 32 00 - FUEL			591.30	
			402 - 537 50 32 00 - FUEL			42.06	
			403 - 538 30 32 00 - STORMWATER FUEL			37.43	
			101 - 542 30 32 00 - FUEL			165.43	
			101 - 542 66 32 00 - FUEL			97.91	
			101 - 542 67 32 00 - FUEL			296.58	
			101 - 542 70 32 00 - FUEL			341.91	
			101 - 542 90 32 00 - FUEL CONSUMED			65.17	
			128 - 547 60 32 00 - FUEL CONSUMED			74.86	
			001 - 558 60 32 00 - FUEL			62.00	
			001 - 576 80 32 00 - FUEL			469.00	
6664	11/10/2014	Claims	2	89020	YAKIMA AIR COMPRESSOR	73.50	DUAL FOOT IN FLATOR GAUGE, RUBBER HOSE
			401 - 534 50 31 00 - SUPPLIES			14.70	

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			403 - 535 50 31 00 -		SUPPLIES	14.70	
			402 - 537 50 31 00 -		SUPPLIES	14.70	
			101 - 542 30 31 00 -		SUPPLIES	14.70	
			001 - 576 80 31 00 -		SUPPLIES	14.70	
<b>6665</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>89021</b>	<b>YAKIMA CITY TREASURER</b>	<b>67,340.45</b>	<b>BIOXIDE BILLING - 08/2014; WASTEWATER - 09/2014; PD HARD DRIVES FOR MDC'S (2)</b>
			403 - 535 50 51 03 -		INTERGOVERNMENTAL PF	7,786.31	
			403 - 535 50 51 03 -		INTERGOVERNMENTAL PF	59,453.66	
			123 - 594 21 64 23 -		MACHINERY & EQUIPMEN	100.48	
<b>6666</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>89022</b>	<b>YAKIMA CO PUBLIC SERVICES</b>	<b>4,056.88</b>	<b>MAIN ST IMPROVEMENT; MAIN ST IMPROVE; MAIN ST IMPROVEMENT; 2015 GENERAL MEMBERSHIP ASSESSMENT</b>
			101 - 543 30 49 00 -		MISCELLANEOUS	1,000.00	
			124 - 595 10 41 24 -		ENGINEERING/PROF SVC-M	433.08	
			124 - 595 10 41 24 -		ENGINEERING/PROF SVC-M	1,650.00	
			124 - 595 10 41 24 -		ENGINEERING/PROF SVC-M	973.80	
<b>6667</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>89023</b>	<b>YAKIMA CO PUBLIC SERVICES</b>	<b>236.60</b>	<b>PW WASTE SERVICES-09/14</b>
			401 - 534 50 47 00 -		UTILITIES	118.30	
			001 - 576 80 47 00 -		UTILITIES	118.30	
<b>6668</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>89024</b>	<b>YAKIMA COOPERATIVE ASSN</b>	<b>1,025.31</b>	<b>BULK PROPANE, #2 DIESEL</b>
			107 - 571 10 47 00 -		UTILITIES-AG MUSEUM	82.81	
			001 - 576 80 32 00 -		FUEL	942.50	
<b>6669</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>89025</b>	<b>YAKIMA NETWORKING</b>	<b>217.00</b>	<b>DATA RECOVERY ON FAILED NAS BOX, ON SITE CHECK OUT OF LG NAS BOX, FOUND NOT BOOTING, PICKED UP FOR DIAGNOSIS, CODE ENFORCER ACCESS TO CED FOLDER ON SERVER; ANTI VIRUS/SERVER MONITORING -</b>
			001 - 518 88 41 00 -		PROFESSIONAL SERVICES	217.00	
			001 - 518 88 41 00 -		PROFESSIONAL SERVICES	-246.36	
			001 - 518 88 41 00 -		PROFESSIONAL SERVICES	128.30	
			001 - 524 20 41 00 -		PROFESSIONAL SERVICES	305.39	
			001 - 524 20 41 00 -		PROFESSIONAL SERVICES	-246.36	
			001 - 558 60 41 00 -		PROFESSIONAL SERVICES	305.39	
			001 - 558 60 41 00 -		PROFESSIONAL SERVICES	-246.36	
<b>6670</b>	<b>11/10/2014</b>	<b>Claims</b>	<b>2</b>	<b>89026</b>	<b>INDEPENDENT WATER SERVICE INC</b>	<b>17.26</b>	<b>CH WATER &amp; COOLER RENTAL - 10/2014</b>
			001 - 514 23 31 00 -		SUPPLIES	2.50	
			001 - 514 23 45 00 -		OPERATING RENTALS & LI	6.13	
			001 - 514 30 31 00 -		SUPPLIES	2.50	
			001 - 514 30 45 00 -		OPERATING RENTALS & LI	6.13	
			511 Legislative			116.61	
			512 Judicial			43.94	
			513 Executive			727.24	
			514 Finance			2,156.07	
			515 Legal Services			9,528.76	
			521 Law Enforcement			5,536.87	
			522 Fire Control			5,459.79	
			524 Protective Inspections			1,507.51	
			576 Park Facilities			15,146.55	
			580 Non Expeditures			866.00	
			001 Current Expense Fund			41,089.34	

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		542 Streets - Maintenance			34,305.62	
		543 Streets Admin & Overhead			4,815.83	
	101 Street Fund				<u>39,121.45</u>	
		594 Capital Expenditures			23,335.90	
	106 Parks & Recreation Fund				<u>23,335.90</u>	
		557 Community Services			1,252.91	
		571 Education			3,487.75	
	107 Convention Center Reserve Fund				<u>4,740.66</u>	
		557 Community Services			4,200.00	
	108 Tourism Promotion Area Fund				<u>4,200.00</u>	
		571 Education			103.82	
	114 Seniors Activity Fund				<u>103.82</u>	
		594 Capital Expenditures			91,698.69	
	121 Street Development Reserve Fund				<u>91,698.69</u>	
		521 Law Enforcement			100.48	
	123 Criminal Justice Fund				<u>100.48</u>	
		594 Capital Expenditures			22,317.89	
	124 Infrastructure Reserve Fund				<u>22,317.89</u>	
		547 Transit Systems & Railroads			74.86	
	128 Transit System Fund				<u>74.86</u>	
		521 Law Enforcement			20.40	
	131 Drug Seizure Forfeiture Fund				<u>20.40</u>	
		559 Housing & Community Develop			68.90	
	170 Housing Rehabilitation Fund				<u>68.90</u>	
		534 Water Utilities			11,933.95	
		580 Non Expeditures			65.11	
	401 Water Fund				<u>11,999.06</u>	
		537 Garbage & Solid Waste Utilitys			83,178.89	
		580 Non Expeditures			0.40	
	402 Garbage Fund				<u>83,179.29</u>	
		535 Sewer			72,546.39	
		538 Other Utilities/Activities			26,428.23	
	403 Sewer Fund				<u>98,974.62</u>	
		535 Sewer			528.00	
		594 Capital Expenditures			7,734.00	
	404 Water/Sewer Improvement Reserve				<u>8,262.00</u>	
		580 Non Expeditures			437.78	
	414 Water Deposits				<u>437.78</u>	
					<u>429,725.14</u>	
					Claims:	429,725.14
					429,725.14	

**WARRANT/CHECK REGISTER**

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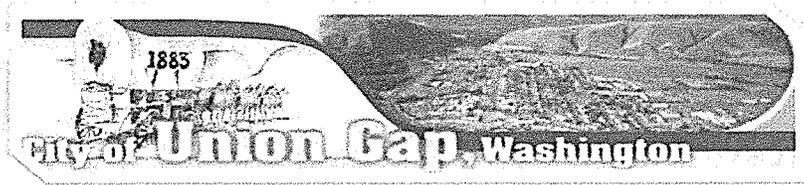
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Trans Date Type Acct # War # Claimant  
CERTIFICATION: I, the undersigned, do hereby certify under  
penalty of perjury that the materials have been furnished, the  
services rendered, or the labor performed as described and that the  
claim is a due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

Amount Memo \_\_\_\_\_

Certified By: \_\_\_\_\_ Date:



## City Council Communication

**Meeting Date:** November 10, 2014  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Payroll Vouchers, October 30, 2014

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**SYNOPSIS:** Payroll Vouchers Dated October 30, 2014

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 41289 through 41305 and 88914 through 88926 in the amount of \$382,241.70.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Payroll Voucher Roster

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5955	09/30/2014	Payroll	2	EFT	WA STATE DEPT OF L&I	60.41	3RD QTR 2014
6395	10/30/2014	Payroll	2	EFT	BRYAN P BAUER	3,729.79	October Payroll
6396	10/30/2014	Payroll	2	EFT	TERRI L BERTELSEN	2,495.41	October Payroll
6397	10/30/2014	Payroll	2	EFT	LARRY BIRD	5,231.93	October Payroll
6398	10/30/2014	Payroll	2	EFT	LYNETTE BISCONER	3,518.75	October Payroll
6399	10/30/2014	Payroll	2	EFT	RYAN BONSEN	4,255.52	October Payroll
6401	10/30/2014	Payroll	2	EFT	KYLE R BUCHANAN	3,677.95	October Payroll
6402	10/30/2014	Payroll	2	EFT	CRAIG G BUNTING	3,813.21	October Payroll
6403	10/30/2014	Payroll	2	EFT	DAVID D BUTLER	538.65	October Payroll
6404	10/30/2014	Payroll	2	EFT	LEVI G BUTTREY	332.52	October Payroll
6405	10/30/2014	Payroll	2	EFT	MARK CARNEY	554.10	October Payroll
6406	10/30/2014	Payroll	2	EFT	JASON G CAVANAUGH	2,590.61	October Payroll
6407	10/30/2014	Payroll	2	EFT	JEFFERY J CHARTERS	64.50	October Payroll
6409	10/30/2014	Payroll	2	EFT	KAREN CLIFTON	3,920.87	October Payroll
6411	10/30/2014	Payroll	2	EFT	JOSE CRUZ	166.39	October Payroll
6412	10/30/2014	Payroll	2	EFT	CHRIS DAHL	3,166.57	October Payroll
6413	10/30/2014	Payroll	2	EFT	ERICK MICHAEL DELP	4,159.08	October Payroll
6414	10/30/2014	Payroll	2	EFT	DWIGHT M DERBY	86.66	October Payroll
6416	10/30/2014	Payroll	2	EFT	RENARD T EDWARDS	3,950.83	October Payroll
6417	10/30/2014	Payroll	2	EFT	VICTORIA M GUTIERREZ	2,150.75	October Payroll
6418	10/30/2014	Payroll	2	EFT	JACOB J HEILMAN	5,160.16	October Payroll
6419	10/30/2014	Payroll	2	EFT	JACK L HENDERSON	337.00	October Payroll
6420	10/30/2014	Payroll	2	EFT	DENNIS HENNE	4,528.60	October Payroll
6422	10/30/2014	Payroll	2	EFT	SHAWN R JAMES	4,150.69	October Payroll
6423	10/30/2014	Payroll	2	EFT	CHASE KELLOGG	3,727.35	October Payroll
6424	10/30/2014	Payroll	2	EFT	CHAD E LENZ	547.85	October Payroll
6425	10/30/2014	Payroll	2	EFT	ALBA L LEVESQUE	3,524.28	October Payroll
6426	10/30/2014	Payroll	2	EFT	JO LINDER	2,679.38	October Payroll
6427	10/30/2014	Payroll	2	EFT	TERESA LOPEZ	1,946.12	October Payroll
6429	10/30/2014	Payroll	2	EFT	SHANE PATRICK MACIAS	3,668.80	October Payroll
6430	10/30/2014	Payroll	2	EFT	DAVID W MATSON	552.85	October Payroll
6431	10/30/2014	Payroll	2	EFT	STACE J MCKINLEY	3,421.10	October Payroll
6432	10/30/2014	Payroll	2	EFT	ROBERT MCRAE	3,481.75	October Payroll
6434	10/30/2014	Payroll	2	EFT	CAROL ANN MONTGOMERY	1,681.75	October Payroll
6435	10/30/2014	Payroll	2	EFT	HEATHER J MOORES	1,417.07	October Payroll
6436	10/30/2014	Payroll	2	EFT	RONNIE G MORTON II	3,622.06	October Payroll
6438	10/30/2014	Payroll	2	EFT	SERGIO E OCHOA	3,125.40	October Payroll
6440	10/30/2014	Payroll	2	EFT	RODNEY G OTTERNESS	5,792.74	October Payroll
6441	10/30/2014	Payroll	2	EFT	RONALD PHILLIPS	3,230.67	October Payroll
6443	10/30/2014	Payroll	2	EFT	AMBER E RADKE	2,346.54	October Payroll
6444	10/30/2014	Payroll	2	EFT	HECTOR A RIVERA	4,457.60	October Payroll
6446	10/30/2014	Payroll	2	EFT	CURTIS J SANTUCCI	3,811.06	October Payroll
6447	10/30/2014	Payroll	2	EFT	BRIANNA V SCHELHAMMER	2,093.82	October Payroll
6448	10/30/2014	Payroll	2	EFT	DAVID L SPURLOCK	5,027.96	October Payroll
6449	10/30/2014	Payroll	2	EFT	MICHAEL STILLWAUGH	3,720.68	October Payroll
6451	10/30/2014	Payroll	2	EFT	RAYMOND V SUAREZ	2,563.18	October Payroll
6452	10/30/2014	Payroll	2	EFT	PATRICK THOMPSON	4,743.86	October Payroll
6453	10/30/2014	Payroll	2	EFT	ERIC B TURLEY	4,040.94	October Payroll
6455	10/30/2014	Payroll	2	EFT	JOSEPH VANICEK	4,259.32	October Payroll
6456	10/30/2014	Payroll	2	EFT	JESSE A WALRUFF	3,642.99	October Payroll
6457	10/30/2014	Payroll	2	EFT	GLORIA A WALTMAN	2,542.78	October Payroll
6458	10/30/2014	Payroll	2	EFT	LYDIA M WAREHIME	1,394.04	October Payroll
6459	10/30/2014	Payroll	2	EFT	TERRYL D WAY	4,384.50	October Payroll
6461	10/30/2014	Payroll	2	EFT	ROGER E WENTZ	511.15	October Payroll
6463	10/30/2014	Payroll	2	EFT	CASEY M YEAGER	4,542.85	October Payroll

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6465	10/30/2014	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	76,090.87	LEOFF I RETIREE MEDICAL BENEFITS - 10/2014; 10/01/2014 To 10/31/2014 - Medical
6466	10/30/2014	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	17,077.44	10/01/2014 To 10/31/2014 - LEOFF I; 10/01/2014 To 10/31/2014 - LEOFF II
6467	10/30/2014	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	17,948.41	10/01/2014 To 10/31/2014 - PERS II; 10/01/2014 To 10/31/2014 - PERS III
6481	10/30/2014	Payroll	2	EFT	INTERNAL REVENUE SERVICE	63,368.70	941 Deposit For 10/01/2014 - 10/31/2014
6088	10/10/2014	Payroll	2	41289	DIMITRI A. E. GLENN	38.32	CORRECTION
6089	10/10/2014	Payroll	2	41290	DOMINIQUE A RIVERA	31.22	CORRECTION
6400	10/30/2014	Payroll	2	41291	JACOB BROWN	381.69	October Payroll
6408	10/30/2014	Payroll	2	41292	TRAVIS A CHRISTOPHER	121.91	October Payroll
6410	10/30/2014	Payroll	2	41293	GREGORY COBB	5,162.80	October Payroll
6415	10/30/2014	Payroll	2	41294	DONALD DURKEE	3,353.85	October Payroll
6421	10/30/2014	Payroll	2	41295	ROBERT M HENNESSY	2,941.07	October Payroll
6428	10/30/2014	Payroll	2	41296	SUSAN LOWRY	282.30	October Payroll
6433	10/30/2014	Payroll	2	41297	NATHAN MILLER	99.91	October Payroll
6437	10/30/2014	Payroll	2	41298	JAMES E MURR	542.65	October Payroll
6439	10/30/2014	Payroll	2	41299	DAN C OLSON	552.85	October Payroll
6442	10/30/2014	Payroll	2	41300	TYLER J QUANTRILLE	4,944.50	October Payroll
6445	10/30/2014	Payroll	2	41301	CHRISTOPHER JOHN ROMERO	216.64	October Payroll
6450	10/30/2014	Payroll	2	41302	MATTHEW W STRUNK	280.00	October Payroll
6454	10/30/2014	Payroll	2	41303	JENNY V VALLE	2,284.96	October Payroll
6460	10/30/2014	Payroll	2	41304	TONI A WEBB	453.39	October Payroll
6462	10/30/2014	Payroll	2	41305	TIMOTHY WHITEHURST	5,012.96	October Payroll
6468	10/30/2014	Payroll	2	88914	AFLAC	351.24	10/01/2014 To 10/31/2014 - AFLAC; 10/01/2014 To 10/31/2014 - AFLAC Pre Tax
6469	10/30/2014	Payroll	2	88915	EMPLOYEE FUND	22.00	10/01/2014 To 10/31/2014 - Employee Fund
6470	10/30/2014	Payroll	2	88916	ICMA RETIREMENT TRUST#302189	12,471.44	10/01/2014 To 10/31/2014 - ICMA Retirement Trust
6471	10/30/2014	Payroll	2	88917	SOLARITY CREDIT UNION	1,205.56	10/01/2014 To 10/31/2014 - IAFF Union Dues; 10/01/2014 To 10/31/2014 - FF Insurance; 10/01/2014 To 10/31/2014 - FF Employee Fund
6472	10/30/2014	Payroll	2	88918	TEAMSTERS LOCAL 760	535.00	10/01/2014 To 10/31/2014 - Teamsters Dues
6473	10/30/2014	Payroll	2	88919	UNION GAP POLICE OFFICERS ASSN	910.00	10/01/2014 To 10/31/2014 - UGPOA Ducs
6474	10/30/2014	Payroll	2	88920	UNITED WAY OF YAKIMA CNTY	30.00	10/01/2014 To 10/31/2014 - United Way
6475	10/30/2014	Payroll	2	88921	USABLE LIFE	87.40	10/01/2014 To 10/31/2014 - USABLE Life
6476	10/30/2014	Payroll	2	88922	WA STATE COUNCIL OF CNTY	478.50	10/01/2014 To 10/31/2014 - AFCSME Dues

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6477	10/30/2014	Payroll	2	88923	WA STATE COUNCIL OF	140.00	10/01/2014 To 10/31/2014 - WSCOPO Dues
6478	10/30/2014	Payroll	2	88924	WESTERN STATES POLICE MEDICAL TRUST	742.95	10/01/2014 To 10/31/2014 - WSPMT
6479	10/30/2014	Payroll	2	88925	WSCCCE TRUST	4,412.78	10/01/2014 To 10/31/2014 - WSCCE
6480	10/30/2014	Payroll	2	88926	WSCFF EMPLOYEE BENEFIT TRUST	525.00	10/01/2014 To 10/31/2014 - WSCFF
						306,585.48	001 Current Expense Fund
						26,436.48	101 Street Fund
						79.32	107 Convention Center Reserve Fund
						2,042.53	128 Transit System Fund
						24,308.94	401 Water Fund
						633.98	402 Garbage Fund
						22,154.97	403 Sewer Fund
						382,241.70	Payroll: 382,241.70

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