

UNION GAP CITY COUNCIL

REGULAR MEETING AGENDA

MONDAY, NOVEMBER 28, 2016 – 6:00 P.M.

CITY HALL ANNEX, 3103 2ND STREET, UNION GAP

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

II. CONSENT AGENDA:

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

A. *Approval of Minutes:*

Regular Council Meeting Minutes, dated November 14, 2016, as attached to the Agenda and maintained in electronic format

B. *Approve Vouchers:*

Claims Vouchers – EFT's, and Voucher Nos. 93582 through 93692 for November 28, 2016, in the amount of \$519,125.63

Petty Cash Vouchers – Check Nos. 1854 for the Month of October, in the amount of \$50.00

Advance Travel Vouchers – Check Nos. 1255 through 1258 for the Month of October, in the amount of \$608.28

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 Hearings

1. 2017 Budget
2. Franchise Agreement with Noel Communications Inc.

Public Works & Community Development

1. Ordinance No. - _____ - Franchise Agreement with Noel Communications Inc.
2. Ordinance No. - _____ - Kwik Lok Annexation
3. Ordinance No. - _____ - Mobile Food Vending
4. Resolution No. - _____ – Comprehensive Plan Update – Public Participation Plan

City Manager

Resolution No. - _____ – Yakima County Interlocal Agreement for Municipal Court Services

Resolution No. - _____ – Approving Acceptance of Public Defense Grant

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

VI. CITY MANAGER REPORT

VII. COMMUNICATIONS/QUESTIONS/COMMENTS

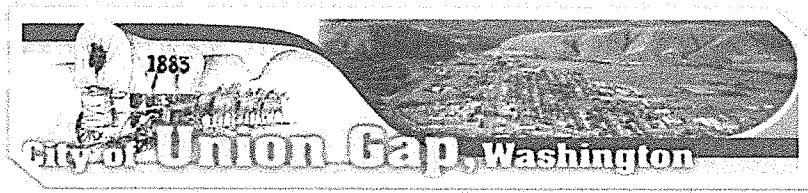
VIII. DEVELOPMENT OF NEXT AGENDA

IX. ANY OTHER BUSINESS

X. RECESS TO 15 – MINUTES EXECUTIVE SESSION:

To discuss personnel issues, pursuant to RCW 42.30.110(g)

XI. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date: November 28 , 2016
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Public Hearing - Budget

SYNOPSIS: We are required to have a second public hearing for the budget.

RECOMMENDATION: Conduct a public hearing.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: The first 2017 budget public hearing was on November 14, 2016.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Public Hearing Notice

**UNION GAP CITY COUNCIL
NOTICE OF BUDGET HEARING
CITY OF UNION GAP, WASHINGTON**

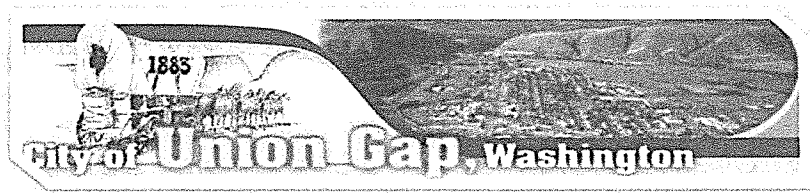
NOTICE IS HEREBY GIVEN that a public hearing will be held on the 2017 Budget on Monday, November 28th, 2016, at 6:00 p.m., in the City Hall Annex located at 3103 2nd Street, Union Gap, Washington.

Citizens attending the hearing will have the right to provide written and oral comments concerning the budget. Comments may also be submitted to the City Clerk at Karen.Clifton@uniongapwa.gov or by mail to P. O. Box 3008, Union Gap, Washington 98903 prior to November 28, 2016.

DATED this 24th day of October, 2016.



Karen Clifton, City Clerk



City Council Communication

Meeting Date: November 28, 2016
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Public Hearing - Franchise Agreement with Noel Communications, Inc.

SYNOPSIS At the November 14, 2016 meeting, Council set a Public Hearing for November 28th.

RECOMMENDATION: Conduct a Public Hearing.

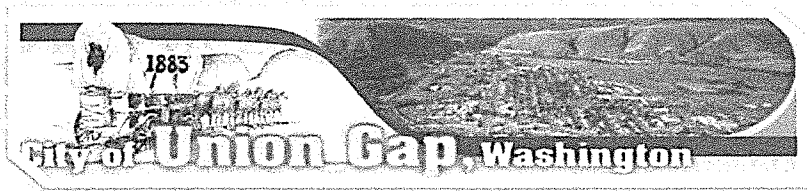
LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: November 28, 2016
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Ordinance - Franchise Agreement with Noel Communications Inc.

SYNOPSIS: The City Council conducted a Public Hearing prior to addressing this ordinance, which would grant Noel Communications Inc. a non-exclusive franchise to construct, operate & maintain a telecommunications network within the City of Union Gap.

RECOMMENDATION: Adopt an ordinance granting Noel Communication, Inc. a Washington Corporation, a non-exclusive franchise to construct, operate & maintain a telecommunications network within the City of Union Gap.

LEGAL REVIEW: The City Attorney prepared this Ordinance.

FINANCIAL REVIEW:

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance/Franchise Agreement

ORDINANCE NO. _____

**CITY OF UNION GAP, WASHINGTON AN ORDINANCE OF THE
CITY OF UNION GAP, WASHINGTON, GRANTING NOEL
COMMUNICATIONS INC., A WASHINGTON CORPORATION, A
NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE &
MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE
CITY OF UNION GAP**

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

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

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

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

ARTICLE I. DEFINITIONS

For the purpose of this Franchise the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number, and the use of any gender shall be applicable to all genders

whenever required. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "City" is the City of Union Gap, Washington.
- B. "Franchisee" means Noel Communications Inc., the grantee of rights under this Franchise ordinance or its lawful successor, transferee or assignee.
- C. "Easement" shall be limited to those Rights-of-Way owned or controlled by the City.
- D. "Facilities" means any and all lines, poles, anchors, wires, cables, conduit, laterals, and other appurtenances, necessary and convenient to Grantee's provision of access to the Internet and Telecommunications service over its "System" defined below.
- E. "Force Majeure" means any delays caused by reason of (1) civil commotion; (2) riots; (3) Acts of God and nature, including but not limited to floods, earthquakes, ice storms and tornadoes; (4) strikes or labor unrest; (5) the inability to secure materials; and (6) any other event or circumstances reasonably beyond the control of the Franchisee.
- F. "Franchise" means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of the System in, on and under the City's Rights-of-Way.
- G. "Franchise Area" shall mean the area within the City limits of the City of Union Gap, Washington, including areas annexed during the term of this Franchise.
- H. "Rights-of-Way" or "Right-of-Way" means the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property in which the City holds any property interest or exercises any rights of management or control and which, consistent with the purposes for which it was acquired or dedicated, may be used for the installation and maintenance of the System. No reference in this Franchise to a "Right-of-Way" shall be deemed to be a representation or guarantee by the City that its interests or other rights in such property are sufficient to permit its use for the installation and maintenance of the System, and the Franchisee shall be deemed to gain only those rights which the City has the right and power to give and only to the extent necessary to carry out the purposes of this Franchise.

- I. "System" means the lines, poles, anchors, wires, cables, conduit, laterals, and other appurtenances, necessary and convenient to Grantee's provision of access to the Internet and Telecommunications service for the purpose of a wholesale communications business in accordance with applicable law.

ARTICLE II. GRANT OF FRANCHISE

SECTION 1. Grant

- A. There is hereby granted to the Franchisee a non-exclusive right, privilege, and Franchise to have, acquire, construct, reconstruct, maintain, use and operate within the corporate limits of the City, the System and to have, acquire, construct, reconstruct, maintain, use and operate in, over, under, along, and across the present and future Rights-of Way all necessary or desirable wires, cables, underground conduits, manholes and other structures and appurtenances in connection with the System.
- B. Limited Rights. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Franchisee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise does not deprive the City of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the City's Rights-of-Way covered by this Franchise, including without limitation the right to perform work on its roadways, streets or appurtenant drainage facilities, water and waste water facilities and including constructing, altering, paving, widening, grading, or excavating such streets.

Competitively Neutral. The City shall impose, on a competitively neutral and nondiscriminatory basis, similar terms and conditions upon other similarly situated providers of telecommunications services operating within the City. Any requirement imposed on Franchisee that is determined not in compliance with this Section 1(C.) shall be unenforceable against Franchisee.

SECTION 2. Term

- A. The Franchise granted hereunder shall be for a term of twenty-five (25) years from and after the effective date of this ordinance, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3. Franchise Subject to Other Laws

This Franchise is subject to and shall be governed by all applicable provisions of law. Notwithstanding any other provisions of this Franchise to the contrary, the Franchisee shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof, provided, however, if any such law or regulations shall require the Franchisee to perform any service, or shall permit the Franchisee to perform any service, or shall prohibit the Franchisee from performing any service, in conflict with the terms of this Franchise, City ordinance, or any regulation of the City Council, then as soon as possible following knowledge thereof, the Franchisee shall notify the attorney for the City of the point of conflict believed to exist between such regulation or law and regulations of the City Council, the City's ordinance or this Franchise.

SECTION 4. Other Franchises

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

SECTION 5. Waivers

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

SECTION 6 Franchise Acceptance; Prior Franchise Superseded and Repealed

- A. Upon adoption of this Franchise and acceptance hereof by the Franchisee, the Franchisee agrees to be bound by all the terms and conditions contained herein, which acceptance shall constitute an absolute and unconditional acceptance of the Franchise and promise to comply with and abide by all its provisions, terms, and conditions. The Franchisee's signature at the end of this Franchise shall constitute compliance with this section.
- B. By accepting the Franchise, the Franchisee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise; and (3) agrees that the Franchise was authorized pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

SECTION 7. Police Powers

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

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

SECTION 8. Permits Required

In addition to this Franchise, in order for the Franchisee to be allowed to occupy or use the Rights-of-Way of the City, the Franchisee shall obtain all other required authorizations, certificates, licenses and permits, in accordance with federal, state and local law. The City shall not unreasonably withhold any permits requested by the Franchisee as determined by applicable law.

ARTICLE III. STANDARDS FOR USE OF RIGHT OF WAY

SECTION 1. Uses of Rights-of-way

- A. **Non-exclusive Grant:** This grant for the use of all City Rights-of-Way is nonexclusive and does not establish priority for use over other franchise holders, permit holders and the City's own use of public property. Additionally, Franchisee shall respect rights and property of the City and other authorized users of the Rights-of-Way. Disputes between the Franchisee and other entities over the use of the Rights-of-Way shall first be submitted to the Mayor or Administrator of the City for possible resolution.
- B. **Interference with Persons and Improvements:** The Franchisee's System shall be located, erected and maintained so that none of its facilities shall endanger or interfere with the lives of persons, or interfere with any improvements the City may deem proper to make, or unnecessarily hinder or obstruct the free use of Rights-of-Way or other public property. The City shall have power at any time to order and require Franchisee to remove and abate any pole, wire, cable, or other structure that is dangerous to life or property, and in case Franchisee, after notice, fails or refuses to act 'Within a reasonable time, the City shall have the power to remove or abate the same at the expense of the Franchisee.
- C. **Relocation of the Facilities:** Franchisee shall upon request provide the City a current map of the location of Franchisee's facilities within the City. In the event that at any time during the period of this Franchise the City shall elect to alter or change the grade of any Right-of-Way, the Franchisee, upon reasonable notice by the City, shall begin removing and/or relocating as necessary, its poles, wires, cables, underground conduits, manholes and other fixtures at the Franchisee's expense, provided, if Franchisee's wires, cable, or other fixtures are placed within or attached to conduit, poles, or appliances owned or maintained by others, such as utility poles of a public utility pursuant to a pole attachment agreement, Franchisee shall undertake such removal or relocation in cooperation with the public utility. If Franchisee fails or refuses to act withinsixty days (60), of notice from the City, the City shall have the power to remove or abate the same at the expense of the Franchisee.
- D. **Interference with utilities:** The Franchisee with the consent of the Public Works Director shall place poles, equipment or other fixtures in such a manner that does not unreasonably interfere with existing gas, electric or telephone facilities, traffic control signalization, street lights, fire alarm lines or communications lines, or obstruct or hinder in any manner the various utilities serving the residents of the City.

- E. **Additional Easements:** If additional private easements are necessary it shall be the Franchisee's responsibility to secure the same. The grant of this Franchise is limited to the City's control of its Rights-of- Way and does not extend to any other public or private property.
- F. **Cooperation with Building Movers:** The Franchisee shall, at the request of any person holding a building-moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Franchisee shall have the authority to require such payment from such person in advance. Unless otherwise agreed, the Franchisee shall be given not less than thirty (30) calendar days advance notice to arrange for such temporary wire changes.
- G. **Construction and Maintenance, Excavation:**
1. The route of any underground portions of the system shall be subject to review and approval by the City. Engineering plans for construction in Rights-of-Way shall be submitted to the City prior to construction.
 2. Except in an emergency, the Franchisee shall comply with generally applicable City ordinances, policies and rules pertaining to notification when excavating pavement in any Right-of-Way.
- H. **Coordination of Placement of Manholes:** The Franchisee shall coordinate the placement of its manholes, if any, with the affected City Departments.
- I. **Movement of Facilities during Emergencies:** During emergencies, the City may move the Franchisee's Facilities, but shall first make reasonable attempts to notify the Franchisee.
- J. **Payment of the City's Locate Costs:** The Franchisee shall only pay for the City's locate costs that specifically relate to the Franchisee and so long as those costs are not already included in the permit fees. The Franchisee shall be required to obtain verifiable locates prior to any digging, trenching or excavation.
- K. **Acquisition of Facilities:** Upon the Franchisee's acquisition of Facilities in any Right-or-Way, or upon the addition or annexation of any area in which the Franchisee owns or operates any Facility, the Franchisee shall, at the City's request, submit to the City a statement describing all Facilities involved, whether authorized by the Franchise, permit, license or other prior right, and specifying the location of all such Facilities to the extent the Franchisee has possession of such information. Such Facilities shall immediately be subject to the terms of this Franchise.

L. **Discontinuing Use of Facilities:** Whenever the Franchisee intends to discontinue using any Facility within the Rights-of-Way, the Franchisee shall submit for the City's approval a complete description of the Facility and the date on which the Franchisee intends to discontinue using the Facility. The Franchisee may remove the Facility or request that the City permit it to remain in place. Notwithstanding the Franchisee's request that any such Facility remain in place, the City may require the Franchisee to remove the Facility from the Right-of-Way or modify the Facility as a condition of its remaining in place to protect the public health, welfare, safety or convenience, or otherwise serve, the public interest. The Franchisee shall complete such removal or modification in accordance with a schedule to be mutually agreed upon but in no event shall Franchisee fail to remove said facility within one hundred eighty (180) days of written demand by the City. Until such time as the Franchisee removes or modifies the Facility, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, the Franchisee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the Facility were in active use, and the Franchisee shall retain all liability for such Facility.

M. **Hazardous Substances:**

1. The Franchisee shall comply with all applicable local, state and federal laws, statutes, regulations, ordinances and orders concerning hazardous substances relating to the Franchisee's System in the Rights-of-Way.
2. The Franchisee shall maintain and inspect its System located in the Rights-of-Way. At any time, the City may inspect the Franchisee's Facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to the Franchisee's System. In removing or modifying the Franchisee's Facilities as provided in this Franchise, the Franchisee shall also remove and properly dispose of all residues of hazardous substances related thereto.
3. The Franchisee shall indemnify and hold the City harmless against any and all liability, claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances caused by the Franchisee's System in the Rights-of-Way.

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

SECTION 2. Use of Franchise Facilities

The City shall have the right, at no cost, during the life of this Franchise, to make additional use, for any public purpose, however City may not lease said facilities to a third party, of any poles controlled or maintained exclusively by or for the Franchisee, providing that such uses do not unreasonably interfere with the operations of the Franchisee.

SECTION 3. Joint Use of Poles, Trenches, and Conduits

- A. The Franchisee may be required to attach its wires to poles owned and maintained by another person or entity, or to permit the wires of another person or entity to be attached to the poles owned by the Franchisee, upon reasonable terms and for just compensation. All of the Franchisee's requirements pertaining thereto must be in accordance with applicable law.
- B. Lines shall be located on poles in compliance with applicable safety standards and shall not interfere with the erection, replacement, operation, repair, or maintenance of the wires and appurtenances of the persons or entities occupying the poles.
- C. The Franchisee may be required by the City to share trench space with another person or entity for the placement of facilities underground. Compensation to the Franchisee as well as terms of sharing trench space shall be resolved between the affected entities. Ducts, cables, or wires shall be placed in trenches in compliance with applicable safety standards and, pursuant to the space allocation plan of the City.

SECTION 4. Changes for Governmental Purposes

- A. Whenever by reason of changes in the grade of any Right-of-Way or in the location or manner of construction any water pipe, gas pipe, sewer or other underground or overhead structure for any governmental purpose whatsoever, it shall be deemed necessary by the Director of Public Works of the City to remove, alter, change, adapt, or conform the underground or overhead facilities of the Franchisee, such alterations or changes shall be made as soon as practicable by the Franchisee and begin within one hundred

and eighty (180) days of notice from the City, without claim for reimbursement or damages against the City; provided, however, if said requirements impose a financial hardship upon the Franchisee, the Franchisee shall have the right to present alternative proposals for the City's consideration, provided, further if Franchisee's wires, cable, or other fixtures are placed within or attached to poles, conduits, or appliances owned or maintained by others, such as utility poles of a public utility pursuant to a pole attachment agreement, Franchisee shall undertake such removal, alteration, change or adaptation in cooperation with the public utility. Except for Franchise revocation or termination or System abandonment, the City shall not require Franchisee to remove its facilities entirely from a Right-of-Way unless suitable alternatives are available for relocation at a reasonable cost. If Franchisee fails or refuses to begin such alterations or changes within such one hundred and eighty day (180) day period the City shall have the power to remove or abate the same at the expense of the Franchisee, all without compensation or liability for damages to the Franchisee.

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

- C. In an instance in which Franchisee had paid the cost of relocation of its facilities at the request of the City within the previous five (5) years, the share of the cost of relocation of Franchisee facilities will be paid by the City if relocation of the same facilities is subsequently requested by the City, except in an emergency as determined by the City.

SECTION 5. Work by Others

- A The City reserves the right to lay, and permit to be laid, sewer, electric, phone, gas, water, and other pipelines, cables, conduits and related appurtenances, and to do and permit to be done any underground or overhead work in, across, along, over, or under a Right-of-Way or other public place occupied by the Franchisee. The City also reserves the right to construct new streets and to alter the design of existing streets. In performing such work, provided the City complies with notification requirements of the Inland Empire Utility Notification Center ("call before you dig"), the City shall not be liable to the Franchisee for any damage so occasioned but nothing herein shall relieve any other person or entity from the responsibility for damages to the facilities of the Franchisee.

- B. In the event that the City subsequently authorizes someone other than the Franchisee to occupy space under the surface of a Right-of-Way, such grant shall be subject to the rights herein granted or heretofore obtained by the Franchisee. In the event that the City shall close or abandon any Right-of-Way which contains existing facilities of the Franchisee, any conveyance of land within such closed or abandoned Right-of-Way shall be subject to the rights herein granted or heretofore obtained by Franchisee; provided, that the Franchisee may be ordered to vacate any land so conveyed if an alternate route is practicable and if the Franchisee is reimbursed by the person to whom the property is conveyed for the reasonable costs of service disruptions, removal and relocation of facilities.
- C. If the City shall require the Franchisee to adapt or conform its facilities or in any way or manner to alter, relocate, or change its facilities to enable any other entity or person, except the City, to use, or use with greater convenience, said Right-of-Way, the Franchisee shall not be bound to make any such changes until such other entity or person shall have undertaken, with good and sufficient bond, to reimburse the Franchisee for any costs, loss, or expense which will be caused by, or arise out of such change, alteration, or relocation of Franchisee's property; provided, however, that the City shall never be liable for such reimbursement.

SECTION 6. Construction Provisions

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

- C. **Inspection** The City shall have the right, but not a duty, to inspect all construction and installation work performed by the Franchisee pursuant to this Franchise as it shall find necessary to ensure compliance by the Franchisee. Such inspection shall be in accordance with the provisions of this Franchise.
- D. **Restoration of City Property** The Franchisee at its own cost and expense and in the manner approved by the City shall replace and restore all City property, including Right-of-Way, which is disturbed by the Franchisee's construction, installation, maintenance or operation of its Facilities, in accordance with the City's Design Standards and Standard Construction Specifications. Nothing herein shall prevent the City from charging the Franchisee its usual and customary fees of general applicability for inspection of such restoration or replacement work. The Franchisee shall be solely responsible for protecting the public health, safety and welfare on such City property from the time of disturbance until proper restoration. Failure of the Franchisee to replace or restore such City property within a reasonable time period after written notification by the City shall entitle the City to cause the proper restoration to be made at the Franchisee's expense. The Franchisee shall pay to the City the cost thereof, in the itemized amounts reported by the City to the Franchisee, within 30 days after receipt of such itemized report. Such payment shall not excuse a breach of the Franchise caused by the Franchisee's failure to commence, pursue or complete the required work.
- E. **Restoration of Property** Whenever the Franchisee shall cause or any person acting on its behalf shall cause any disturbance, injury or damage or City property by or because of the installation, maintenance or operation of its Facilities, such disturbance, injury or damage shall be remedied fully by the Franchisee at its expense. Further, the Franchisee shall, at its own cost and expense, replace and restore the respective property in accordance with the City's Design Standards and Standard Construction Specifications within a reasonable time of the disturbance, injury or damage.
- F. **Construction Necessary For Operation** Subject to applicable laws, regulations and ordinances of the City and the provisions of this Franchise, the Franchisee may perform all construction necessary for the operation of its System. All construction and maintenance of any and all Facilities within the Right-of-Way incident to the Franchisee's Telecommunications System shall, regardless of who performs the construction, be and remain the Franchisee's responsibility.

- G. **Joint Trenching and Boring** The Franchisee may make excavations in the Rights-of-Way for any Facility needed for the maintenance or extension of the Franchisee. Prior to doing such work, the Franchisee shall give appropriate notice to the City and the notification association in accordance with applicable law (namely the Inland Empire Utility Notification Center). When obtaining a permit, the Franchisee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, the Franchisee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of street cuts within the City. If the Franchisee reasonably anticipates that trenching will encounter tree roots, the Franchisee shall consult with the City prior to trenching.
- H. **Emergency Repairs** In the event that emergency repairs are necessary to any part of its System, the Franchisee shall immediately notify the City of the need for such repairs. The Franchisee may initiate such emergency repairs, and shall apply for appropriate permits within seventy-two (72) hours after discovery of the emergency. The Franchisee shall comply with all applicable City regulations relating to such excavations or construction, including the payment of permits or license fees, and shall reimburse the City for any damage to City utilities as a result of the emergency repairs. Likewise, in the event emergency repairs are necessary to any underground municipal utility to ameliorate a serious risk to the public health and/or safety, if the City knows or has reason to believe part of Franchisee's system is buried in the area which is to be excavated, the City shall immediately notify Franchisee of the City's intent to excavate. Such notification shall be done in such manner as may be reasonably calculated under the circumstances of the emergency to provide Franchisee with an opportunity to identify the location of any part of its system buried within the proposed excavation site. If the City then damages the system while making the emergency excavation, so long as its actions are not wanton, the City and its officers, employees, and contractor shall have no liability for the damage.
- I. **Location of Facilities** The Franchisee shall be a member of the Inland Empire Utility Notification Center as soon as underground assets are in place. After any City department, franchisee, licensee, permittee notifies the Franchisee of a proposed street excavation, in accordance with the rules applicable to such a member, the Franchisee shall, at the Franchisee's expense:
1. Mark on the surface all of its locatable underground Facilities within the area of the proposed excavation;

2. Notify the excavator of any unlocatable underground Facilities in the area of the proposed excavation; or
3. Notify the excavator that the Franchisee does not have any underground Facilities in the vicinity of the proposed excavation.

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

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

Any and all such removal or replacement shall be subject to all applicable notice requirements as specified in Section 4, at the expense of the Franchisee. Should the Franchisee fail to remove, adjust or relocate its Facilities by the date established by the City's written notice to the Franchisee, the City may affect such removal, adjustment or relocation, and the expense thereof shall be paid by the Franchisee.

L. **Building Codes**

1. The Franchisee shall strictly adhere to all building and zoning codes currently or hereafter in effect. The Franchisee shall arrange its lines, cables, and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any person. In the event of such interference, the City may require the removal or relocation of the Franchisee's lines, cables, Facilities and other appurtenances from the property in question.

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

M. Underground and Overhead Construction

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

N. Rights-Of-Way Occupancy

1. Nothing in this Franchise shall give the Franchisee the right to attach its System to structures or poles owned by the City without consent of the City.
2. The Franchisee shall:
 - (a) Locate and install all transmission lines, equipment and structures so as to cause minimum interference with the rights and reasonable convenience of property owners;
 - (b) Keep and maintain all transmission lines, equipment and structures in a safe condition, and in good order and repair;

- (d) Place any fixtures in any Right-of-Way in such manner as not to interfere with the usual travel of the Right-of-Way or cause unsafe conditions of any sort;
 - (e) Submit a traffic control plan to the City for approval and receive such approval at least 48 hours prior to commencing construction except in the case of emergency. Such traffic control plan shall be available for public inspection on the construction site at all times; and
 - (f) Notify adjacent property owners, businesses, residents, and others specified by the City prior to construction and major maintenance projects.
- 3. The Franchisee shall not make street cuts or curb cuts unless absolutely necessary, and only after a permit has been obtained from the City under such conditions as the City shall in its sole discretion determine.
 - 4. Before beginning any excavation or other construction activity on a Right-of-Way which crosses or abuts any private property, the Franchisee shall clearly mark and delineate with flags, stakes or non-polluting water-soluble spray paint the boundaries of that Right-of-Way where it abuts or crosses the private property. After such excavation or other construction activity, the Franchisee shall restore such property to not less than the City's standards.
 - 5. The Franchisee shall locate, mark and map any of its installed System for the City at no expense to the City. The Franchisee shall install underground warning tape with a metallic tracer at least twelve (12) inches above all feeder and trunk lines and above all fiber optic cable.

O. Stop Work

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

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

this Franchise shall be considered an act or omission of the Franchisee for the purposes of this Franchise.

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

ARTICLE IV. ADMINISTRATION AND REGULATION

SECTION 1. Transfer of Ownership or Control

- A. This Franchise shall not be assigned or transferred, leased or disposed of either in whole or in part by voluntary sale or involuntary sale, merger or consolidation, either legal or equitable or any right, interest or property therein, pass to or vest in any person, or entity without the prior written consent of the City Council, which consent shall not be unreasonably withheld. No consent will be required for a transfer in trust, mortgage, or other hypothecation as a whole or in part to secure an indebtedness.
- B. The Franchisee shall promptly notify the City of any actual or proposed change in, or transfer of, or disposition of or acquisition by any other party of, control of the Franchisee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Franchisee shall make the Franchise subject to cancellation unless and until the City Council shall have consented thereto, which consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer, disposition, or acquisition of control the City Council may inquire into the qualifications of the prospective controlling party, and the Franchisee shall assist the City Council in any such inquiry.
- C. The proposed assignee must show its legal and technical qualifications and its financial responsibility as determined by the City Council and must agree to comply with all the provisions of the Franchise. Unless the Franchisee and the City Council otherwise agree on an extension of time, the City Council

shall be deemed to have consented to a proposed transfer or assignment in the event it has not acted within ninety (90) days of notice.

- D. The consent or approval of the City Council to any transfer of the Franchise shall not constitute a waiver or release of the right of the City in and to the Rights-of-Way, and any transfer shall by its terms, be expressly subordinate to the terms and conditions of this Franchise.
- E. By its acceptance of this Franchise, the Franchisee specifically agrees that any such transfers occurring without prior approval of the City Council shall constitute a violation of this Franchise by the Franchisee. In no event shall a transfer of ownership or change of control be approved without the successor in interest becoming a signatory to this Franchise.
- F. Within 30 days of any transfer or sale and upon request, if approved or deemed granted by the City, the Franchisee shall file with the City a copy of the deed, agreement, or other written instrument evidencing such sale or transfer of ownership or control certified and sworn to as correct by the Franchisee.
- G. **Standards** The City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and the Franchisee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate; provided, however, the City shall not unreasonably withhold its approval and any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by the Franchisee.
- H. **Common Control Exemption** Notwithstanding anything to the contrary in this Section, the prior written approval of the City Council shall not be required for any sale, assignment or transfer of the Franchise, the System or ownership to an entity controlling, controlled by, or under the same common control as the Franchisee.

ARTICLE V. FINANCIAL AND INSURANCE REQUIREMENTS

SECTION 1. Liability Insurance

- A. **General Requirement** The Franchisee must have adequate insurance during the entire term of the Franchise to protect against claims for injuries to persons or damages to property which in any way relate to, arise from, or

are connected with this Franchise or involve the Franchisee, its agents, representatives, contractors, subcontractors and their employees.

- B. **Verification of Coverage.** If requested, the Franchisee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices. The Franchisee hereby warrants that its insurance policies satisfy the requirements of this Franchise.
- C. **Other Insurance** The Franchisee shall also provide Workers Compensation Insurance as required by Washington law.
- D. **Insurance - No Limitation.** The Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by the Franchisee or to limit the liability of the Franchisee to the coverage provided in the insurance policies, or otherwise to limit the City's recourse to any other remedy available at law or in equity.

SECTION 2. Compensation

- A. **Utility Tax.** In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Telecommunications system within the Franchise area the Franchisee shall pay to City during the term of this Franchise an amount equal to six percent (6%) of the Franchisee's Gross Revenues ("Utility Tax"), subject to any statutory exemptions, including but not limited to, for resale. Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected. Revenue from point to point services is based on the pro-rata share of the revenue from those services.
- B. **Modification Resulting from Action by Law.** Upon thirty days notice and in the event any law or valid rule or regulation applicable to this Franchise limits the Utility Tax below the amount provided herein, or as subsequently modified, the Franchisee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Franchisee shall pay the

higher amount commencing from the date of such repeal or amendment, up to the maximum allowable by law.

- C. **Payment of Utility Tax.** Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.
- D. **The Utility Tax includes all compensation for the use of the City's Rights-of-Way.** Franchisee may offset against the Utility Tax the amount of any fee or charge paid to the City in connection with the Grantee's use of the Rights-of-Way when the fee or charge is not imposed under a generally applicable ordinance or resolution. The Utility Tax shall not be deemed to be in lieu of or a waiver of any ad valorem property tax or in lieu of or a waiver of any utility taxes which the City may now or hereafter be entitled to, or to participate in, or to levy upon the property of Franchisee.

SECTION 3. Indemnity

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the City, City Council, and any officers, employees and agents who have acted in their official capacities, boards and commissions, (collectively referred to as the "City" in this Section) and shall pay all damages and penalties which the City may be legally required to pay as a result of any act or omission by the Franchisee in the operation of the System throughout the term of this agreement. Such damages and penalties shall include, without limitation, damages arising out of copyright infringements, and the construction, erection, operation, maintenance and repair of the System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise. If legal action is filed against the City, to recover for any claim or damages as a result of any act or omission by the Franchisee in the operation of the System, the Franchisee, upon notice to it by the City, shall defend the City against the action. The Franchisee shall have the right to defend, settle or compromise any claims arising hereunder. In the event of a final judgment being obtained against the City as a result of

any act or omission by the Franchisee in the operation of the System, the Franchisee shall pay the judgment and all costs and hold the City harmless there from. Nothing in this Franchise shall be interpreted to abridge or otherwise affect the City's right to intervene or participate in any suit, action or proceeding involving any provisions of this Franchise. The Franchisee shall pay all expenses incurred by the Franchisee and the City in defending with regard to all damages as set forth in this Section. These expenses shall include, without limitation, all out-of-pocket expenses, reasonable attorneys' fees, witness and discovery costs and the reasonable value of any services rendered by the City Attorney and its office, and any other agents and employees of the City.

The Franchisee will not be required to indemnify the City for the negligent acts of the City or its officials, boards, commissions, agents or employees. The City will indemnify and hold the Franchisee harmless from any claims or causes of action arising from any acts by the City involving the City's use of the access channel(s) or the emergency alert system.

ARTICLE VI. ENFORCEMENT AND TERMINATION

SECTION 1. Forfeiture and Termination

- A. In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right (after notice and the opportunity to cure as provided by Subsection C, below) to forfeit and terminate the Franchise and all rights and privileges of the Franchisee hereunder in the event of a material breach of this Franchise's terms and conditions. A material breach by Franchisee shall include, but shall not be limited to the following:
1. Violation of any material provision of the Franchise or any material rule, order, regulation or determination of the City Council made pursuant to the Franchise;
 2. Attempt to evade any material provision of the Franchise or practice any fraud or deceit upon the City;
 3. The Franchisee abandons the system or terminates the system's operations;
- B. The foregoing shall not constitute a breach if the violation occurs but it is without fault of the Franchisee. The Franchisee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

- C. The City shall make a written demand that the Franchisee comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by the Franchisee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City Council may appoint a hearing examiner to take under consideration the issue of termination of the Franchise. The City shall cause to be served upon the Franchisee, at least twenty (20) days prior to the date of such hearing, a written notice of intent to request such termination and the time and place of the hearing. Public notice shall be given of the hearing and issue(s) which the City Council or hearing examiner is to consider.
- D. The City Council or hearing examiner, if appointed, shall hear and consider the issue(s) and hear any person interested therein, and determine in its discretion, whether or not any violation by the Franchisee has occurred. The Franchisee shall be entitled to participate fully in the hearing process, including a presentation of evidence and questioning of witnesses, so that the record will include all information pertaining to the alleged violation.
- E. If the City Council or hearing examiner, if appointed, shall determine the violation by the Franchisee was the fault of the Franchisee and within its control, the City Council or hearing examiner, if appointed, shall determine if the violation can be cured. If the violation cannot be cured, the Franchisee may be forfeited or terminated. If the violation can be cured, the City Council or hearing examiner, if appointed, shall specify the action or actions to be taken by the Franchisee to cure the violation and set a compliance date. If there is no compliance within the period stated, then the City Council may terminate the Franchise. Such determination shall be subject to judicial review.

SECTION 2. Foreclosure

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

SECTION 3. Receivership

The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver, or trustee, to take over and

conduct the business of the Franchisee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

- A. Within one hundred twenty (120) days after the election or appointment of a receiver or trustee, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults hereunder; and,
- B. Such receiver or trustee, within said one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

SECTION 4. Bankruptcy

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

SECTION 5. Removal of System

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

ARTICLE VII. MISCELLANEOUS PROVISIONS

SECTION 1. Notices

All notices from the Franchisee to the City pursuant to this Franchise shall be to:

Attn: City Clerk, 102 W. Ahtanum Road, Union Gap, WA 98903-0008

or to another person as designated by the City.

All notices to the Franchisee pursuant to this Franchise shall be sent to:

Contracts Management, Noel Communications, 901 Pitcher St., Yakima, WA 98901

or to such other person or address designated by the Franchisee. The Franchisee shall maintain with the Finance Director, throughout the term of the Franchise, an address for service of notices by mail. The Franchisee shall also maintain with the City, an office address and telephone number for the conduct of matters related to this Franchise during normal business hours. A new address and telephone number of the office shall be furnished to the City Clerk within fifteen (15) days after any change thereof.

SECTION 2. Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by the Franchisee, such time shall be deemed to be of the essence, and any failure of the Franchisee to perform within the allotted time may be considered a material violation of this Franchise and sufficient grounds for the City to invoke any relevant remedy. However, in the event that the Franchisee is prevented or delayed in the performance of any of its obligations under this Franchise by reason of force majeure, the Franchisee's performance shall be excused during the force majeure occurrence and the Franchisee thereafter shall, under the circumstances, promptly perform the affected obligations under this Franchise or procure a substitute which is satisfactory to the City.

SECTION 3. Cumulative Provision

The rights and remedies reserved to the City and the Franchisee by this Franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the City and the Franchisee may have with respect to the subject matter of this Franchise, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time. Further, either the City or the Franchisee may seek any legal or equitable relief allowed by law provided that, if both parties agree, the City and the Franchisee may seek methods of alternative dispute resolution.

SECTION 4. Compliance with Federal, State, and Local Laws.

The Franchisee, its contractors, subcontractors, employees, and agents shall comply with all applicable federal, state, and local laws, rules, and regulations issued pursuant thereto. The Franchisee and the City have carefully reviewed this Franchise and believe that all provisions hereof are enforceable and in full compliance with all applicable local, state, and federal laws and regulations in effect on the date of execution. If the Franchisee shall discover that any significant aspect of the operation or of any provision of the plans, specifications, or configurations of the Franchisee's System is contrary to or inconsistent with any applicable law, ordinance, rule, or regulation, the Franchisee shall promptly report such fact to the City in writing. The Franchisee and the City shall also be entitled to all rights and be bound by all changes in applicable local, state, and federal law which occur subsequent to the date of this Franchise. The Franchisee and the City acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes.

SECTION 5. Confidentiality

All records of the Franchisee maintained by the City shall be kept confidential and exempt from public disclosure to the maximum extent allowed by law.

SECTION 6. Captions

The captions to sections and subsections contained herein are intended solely to facilitate the reading thereof such captions shall not affect the meaning or interpretation of the text herein.

SECTION 7 Construction of Agreement

This Franchise shall be governed, construed, and enforced in accordance with the laws of the State of Washington (as amended), and any other applicable local, state and federal laws, rules, regulations, legislation, or orders (as such now exist, are later amended or subsequently adopted).

SECTION 8. No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

SECTION 9 Entire Agreement

This Franchise and all attachments represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written negotiations between the parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this Franchise or to the appropriate attachment and which is signed on behalf of both parties.

SECTION 10 Actions of the City or the Franchisee

In any action by the City or the Franchisee mandated or permitted under the terms hereof, it shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

SECTION 11. Severability, Preemption, and Precedence

- A. If any section, subsection, sentence, clause, phrase, provision, or portion of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or any state or federal regulatory agency having jurisdiction thereof, the remainder of this Franchise shall not be affected thereby, and each remaining section, subsection sentence, clause, phrase, provision, and portion of this Franchise shall be valid and enforceable to the fullest extent permitted by law.
- B. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Franchise, then the provision shall be read to be preempted to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City or Franchisee, and any amendments to this Franchise negotiated as a result of such provision being preempted shall no longer be of any force or effect with respect to that provision.

SECTION 12. Venue

Any action concerning a dispute arising under this Franchise shall be convened in The City of Union Gap, Washington.

SECTION 13. Interpretation

As a further condition of this Franchise, the parties acknowledge that this Franchise shall be deemed and construed to have been prepared mutually by both parties.

SECTION 14. Attorneys Fees.

In the event that either party shall take action, whether judicial or otherwise, to enforce or interpret any of the provisions of this Franchise, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

SECTION 15. Effective Date

This Ordinance shall be in full force and effect one (1) day after publication and acceptance by the Franchisee as provided by law.

PASSED by the City Council of the City of Union Gap, Washington after the first reading on the 28th day of November, 2016

Roger Wentz, Mayor

ATTEST:

Karen Clifton, City Clerk

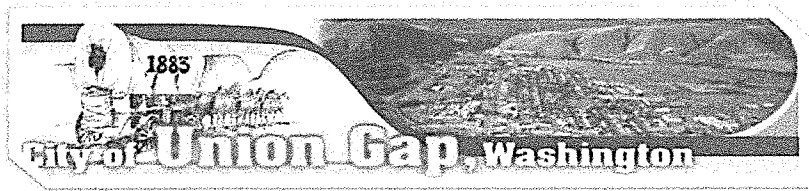
APPROVED AS TO FORM:

Bronson Brown, City Attorney

THE GRANTEE, NOEL COMMUNICATIONS INC., A WASHINGTON CORPORATION, HEREIN BEFORE REFERRED TO, FRANCHISEE, AND FOR ITS SUCCESSORS AND ASSIGNS, DOES ACCEPT ALL OF THE TERMS AND CONDITIONS OF THE FOREGOING FRANCHISE THIS _____ DAY OF _____, 2016.

By _____

Noel Communications Inc.



City Council Communication

Meeting Date: November 28, 2016
From: David Spurlock; Deputy Director of Public Works & Community Development
Topic/Issue: Ordinance – Kwik Lok, Inc. Annexation

SYNOPSIS: The City Council passed resolution 16-31 stating the council's intent to annex the Kwik Lok Properties. On November 26, 2016 the 45-day time period for Boundary Review Board has expired. If the Council is inclined after the public hearing to approve the proposed annexation as is the attached Ordinance has been prepared to be approved.

RECOMMENDATION: Adopt an ordinance regarding the Kwik Lok Annexation and annexing certain real property to the City of Union Gap, Washington.

LEGAL REVIEW: Ordinance has been reviewed by City Attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Ordinance
2. Legal Description
3. Annexation map

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE regarding the Kwik Lok, Inc. Petition for Annexation and annexing certain real property to the City of Union Gap, Washington under the provisions of RCW 35A.14.297; Providing for Zoning; Providing for Severability; and Establishing an Effective Date.

WHEREAS, a Notice of Intent to Annex was initiated by Kwik Lok Corporation and SKM Paxton, LLC.;

WHEREAS, the City Council passed resolution 16-31 stating the council's intent to annex to Union Gap Un-Incorporated Yakima County Territory in accordance with RCW 35A.14.295 , describing the boundaries, stating the number of voters residing in the area, and setting a public hearing on the resolution;

WHEREAS, the City Council held a public meeting concerning resolution 16-31 and determined that the City will accept the proposed annexation boundary; determined whether the petition will require the simultaneous adoption of a zoning classification; determined whether the City will require the assumption of all or any portion of the existing City indebtedness by the area to be annexed,;

WHEREAS, Notice of Intention for annexation was submitted to the Washington State Boundary Review Board for Yakima County;

WHEREAS, the 45-day period for assumption of jurisdiction by the Boundary Review Board lapsed on November 26, 2016;

WHEREAS, the City thereafter set a public hearing for July 11, 2016 and duly provided notice and posted and published the same;

WHEREAS, having conducted the public hearing and having considered testimony for or against (if any);

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

Section 1. Annexation. Filed with the City of Union Gap is a petition in writing signed by the owners of the property. The written petition was accompanied by maps depicting the boundary for the area to annexed and depicting the proposed zoning for the property to be annexed. The written petition also provides that property be zoned as proposed and that it be taxed and assessed at the same general rate as other property within in the City of Union Gap for the purpose of paying outstanding indebtedness of the City which may have been incurred prior to or existing at the time of annexation, among other things.

Section 2. Legal Description for Area Annexed. The legal description for the area to be annexed to the City is attached hereto as Attachment A. Said legally

described property will be taxed and assessed at the same rate as other property within the City of Union Gap.

Section 3. Zoning. The area annexed shall be zoned in conformance with the proposed zoning set forth in the annexation petition. The City of Union Gap Comprehensive Plan and Official Zoning Map shall be and are hereby amended to reflect the zoning for the annexed area.

Section 4. Severability. The provisions of this ordinance are declared separate and severable. If any section, paragraph, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not effect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and each section, paragraph subsection, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs subsections, clauses or phrases may subsequently be found by competent authority to be unconstitutional or invalid.

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

ORDAINED this 28th day of November, 2016.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton
City Clerk

Bronson Brown
City Attorney

**CITY OF UNION GAP
ANNEXATION – KWIK LOK
HLA PROJECT #15056
APRIL 29, 2016**

PROPOSED ANNEXATION

THAT PORTION OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 12 NORTH, RANGE 18 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SOUTH 16TH AVENUE AND THE CENTERLINE OF AHTANUM CREEK;
THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 16, ASSESOR'S PLAT NO. 2 OF DETLOFF ADDITION, DATED OCTOBER 11, 1960;S
THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 16 TO THE SOUTHWEST CORNER THEREOF;
THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOTS 13 THRU 16 OF SAID PLAT TO THE SOUTHERLY LINE OF LOT 11 OF SAID PLAT;
THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOTS 1 THRU 11 OF SAID PLAT TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT, SAID CORNER BEING ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2;
THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER THEREOF;
THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE EASTERLY LINE OF THE HEREINAFTER DESCRIBED PARCEL 'A';
THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL 'A' TO THE CENTERLINE OF AHTANUM CREEK;
THENCE EASTERLY ALONG SAID CENTERLINE OF SAID CREEK TO THE TO THE POINT OF BEGINNING;

PARCEL 'A'

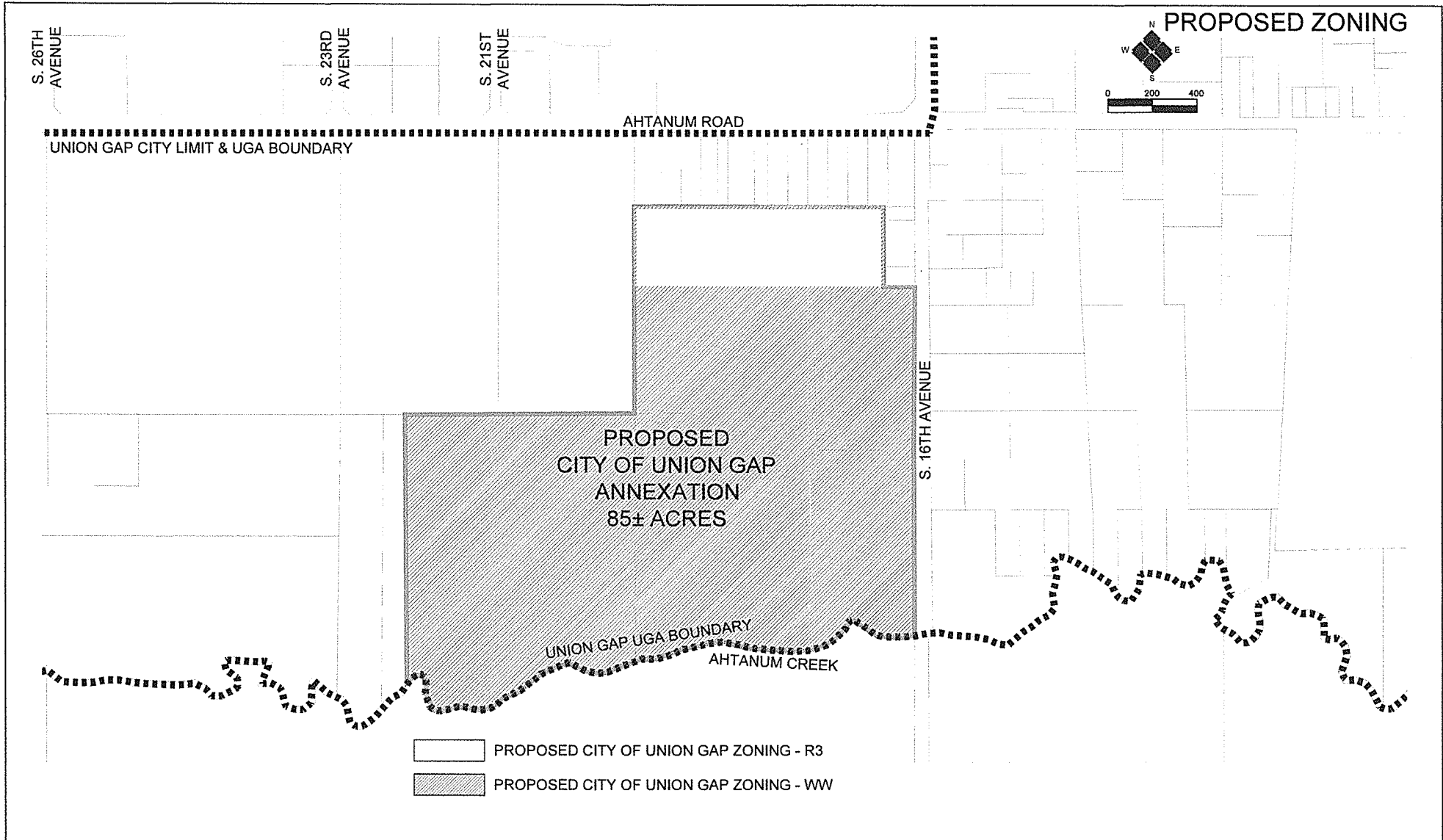
THE WEST 200 FEET OF GOVERNMENT LOT 6, SECTION 2, TOWNSHIP 12 NORTH, RANGE 18 EAST, W.M.;

AND THAT PORTION OF GOVERNMENT LOT 6, SECTION 2, TOWNSHIP 12 NORTH, RANGE 18 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 6, SAID POINT BEING 200.00 FEET EAST OF THE WEST LINE OF SAID LOT 6, MEASURED PERPENDICULAR THERETO;
THENCE NORTH 89°45'46" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 6 A DISTANCE OF 91.00 FEET;

THENCE SOUTH 00°18'28" EAST 1211 FEET, MORE OR LESS, TO THE CENTERLINE OF AHTANUM CREEK;
THENCE WESTERLY ALONG SAID CENTERLINE TO A POINT THAT IS 200.00 FEET EAST OF THE WEST LINE OF SAID LOT 6, MEASURED PERPENDICULAR THERETO;
THENCE NORTH 00°04'25" EAST PARALLEL WITH SAID WEST LINE 1278 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN YAKIMA COUNTY, WASHINGTON.



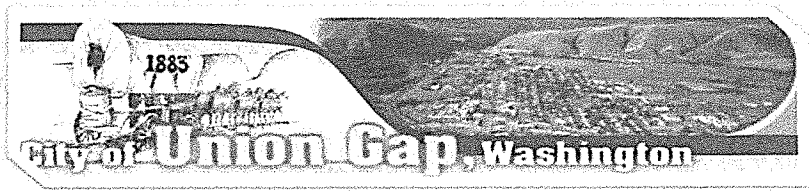
2803 River Road
 Yakima, WA 98902
 509.966.7000
 Fax 509.965.3800
 www.hlacivil.com

EXHIBIT C(7) PROPOSED

JOB NUMBER: 16056	DATE: 5-2-16
FILE NAMES: DRAWING: ANNEXATION.dwg	
DRAWN BY: TEF	

CITY OF UNION GAP
 ANNEXATION EXHIBIT

SHEET
 1
 OF
 1



City Council Communication

Meeting Date: November 28, 2016
From: David Spurlock; Deputy Director of Public Works & Community Development
Topic/Issue: Ordinance – Mobile Food Vending

SYNOPSIS: The Planning Commission has reviewed, modified and proposes the attached ordinance for adopt by the City council. The proposed ordinance is to address permitting requirements for Mobil vending. The Union Gap Municipal Code as adopted today does not address mobile vending. Currently Mobile Vendors (food trucks) would be required to go the class 3 review process which is lengthy and cumbersome. Adopting the proposed amendment would address the lack of direction in the municipal code.

RECOMMENDATION: Approve Ordinance

LEGAL REVIEW: Ordinance has been reviewed by City Attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: The City of Union Gap Planning Commission has reviewed, held public meetings, and recommends adoption of proposed ordinance.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Ordinance
2. Draft UGMC Chapter 4.22

**CITY OF UNION GAP
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF UNION GAP,
WASHINGTON, ADDING SECTION 4.22 WITHIN THE UNION GAP MUNICIPAL CODE**

WHEREAS, the City Council wishes to promote and regulate mobile food vending in an orderly fashion; and

WHEREAS, after public notification as required, the Planning Commission held a public hearing on the draft ordinance considered the text amendment criteria, along with any public testimony and other relevant factors, and, following the public hearing, recommended approval to the City Council; and

WHEREAS, the Planning Commission's recommendation to council to add section 4.22 to the Union Gap Municipal Code for the permitting and regulating of mobile food vending.; and

WHEREAS, the City Council, upon review of the facts, findings and recommendations of the Planning Commission find that the proposed amendment are in the best interest of the city, ;

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

Section 1. Recitals. The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusion of Law of the City Council. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the Planning Commission.

Section 2. Section 4.22 Mobile Vending of the Union Gap Municipal Code is hereby added and/or modified to read as attached:

Section 3. Effective Date. This Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

ORDAINED this 28th day of November, 2016.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

Chapter 4.22
Mobile Vending

4.22.010 Purpose.

The purpose of the Ordinance is to regulate mobile vending activities in order to protect public health, safety, and welfare, while accommodating commercial uses that generally promote an active and social pedestrian environment within appropriate areas of the City Union Gap

4.22.020 Definitions.

The following words and terms are defined for the purpose of applying the provisions of this Chapter:

“License” shall mean a City of Union Gap Business License.

“Mobile Food Vendor” shall mean a portable push cart or a vehicle mounted food service establishment designed to be readily movable and approved by law to travel highways, roadways, and/or waterways in the state of Washington that is a self-contained mobile food establishment as set forth by the Yakima Health District and Washington State Department of Labor and Industries..

“Mobile Food Vendor Event” shall mean an organized gathering of Mobile Food Vendor vendors, located on a private, commercially zoned property, and which is open to the general public and operates on a regular schedule.

“Mobile Food Vending” shall mean selling, vending, supplying or providing of food, drinks or any other consumables from a Mobile Food Vendor.

“Permit” shall mean an Development Permit in accordance with UGMC 17.11.

“Property Owner” shall mean the holder of fee title to a property, whether a person, partnership, corporation or other entity recognized by law, and his/her/its lessees, permittees, assignees or successors in interest.

“Public Property” shall mean any real property owned, leased, operated, or controlled by the City of Union Gap other than a street, alley, parkway, sidewalk or other area dedicated, identified or used as a public right-of-way.

“Public Right-of-Way” shall mean any public street, road, avenue, highway, named or unnamed alley, lane, court, place trail, or other public way, operated and/or controlled by the City or other public entity, or subject to an easement owned by or dedicated or granted to City.

“Special Event” shall mean an activity or series of activities, specific to an identifiable time and place, most often produced in conjunction with community organizations, held on public or private property, which require the receipt of a City of Union Gap Parade and Special Events Permit or other Operations Permit pursuant to Title 4 of this Code.

4.22.030 Permit Requirement

- A. No person shall conduct Mobile Vending operations on Public Property or Public Right-of-Way without first obtaining a Permit in accordance with the provisions of UGMC 17.11 and this Chapter.
- B. No Property Owner shall allow Mobile Vending operations to be conducted on private property without first obtaining a Permit in accordance with the provisions of UGMC 17.11 and this Chapter.
- C. No Permit shall be required when the mobile vending activity is limited to a single Food Truck on private property operating solely for private catering purposes and when all of the following provisions are met:
 - 1. The Mobile Food Vendor is parked entirely on private property; and
 - 2. Service is limited to the guests of the catered event only.
 - 3. No payment transactions shall occur for individual orders taken by the Mobile Food Vendor operator.

4.22.040 License Requirement

It is unlawful for any person to engage in the activity of Mobile Vending or operate a Mobile Food Vendor in the City without having a current Business License obtained from the City in accordance with the provisions of UGMC Title 4.

4.22.050 Health Permit Requirement

It is unlawful for any person to engage in the activity of Mobile Food Vending or to operate a Mobile Food Vendor in the City of Union Gap without a valid permit, certificate or other authorization required by the Yakima Health District.

4.22.060 Sales Tax Reporting

All Mobile Vendors, including Mobile Food Vendor operators, shall be subject to reporting of tax revenues generated within the City of Union Gap to the Washington State Department of Revenue.

4.22.070 General Provisions for Mobile Food Vendors

- A. Mobile Food Vendors shall meet all standards and rules of the Washington State Department of Labor and Industries.
- B. Mobile Food Vendors shall meet the requirements for Type 1 commercial kitchen hoods in accordance with RCW 19.27 and WAC 51-54A.
- C. Mobile Food Vendor operators shall be responsible for controlling smoke and odors caused by food preparation so as to avoid a public nuisance.
- D. No amplified music or loudspeakers shall be permitted.
- E. No temporary lighting shall be provided on the site where the Mobile Food Vendor is operating, except that localized lighting may be used on or in the Mobile Food Vendors for the purpose of inside food preparation and menu illumination.
- F. No flashing, blinking lights, or strobe lights are allowed on Mobile Food Vendors.

- G. No signage other than that exhibited on the Mobile Food Vendor may be displayed at the site where the Mobile Food Vendor is operating. The prohibition shall include any hand-held signage and handbills.
- H. Mobile Food vendor when parked on public streets shall be parked in conformance with applicable parking restrictions, and shall not hinder the lawful parking or operation of other vendor.
- I. Mobile Food Vendors shall not impede access to the entrance or driveway of any adjacent building.
- J. A vendor shall not operate a Mobile Food Vendor within 500 feet of any fair, festival, school, special event or civic event that is licensed or sanctioned by the City unless the vendor has obtained permission from the City.
- K. The issuance of a permit does not grant or entitle the vendor to the exclusive use of any service route or parking space.

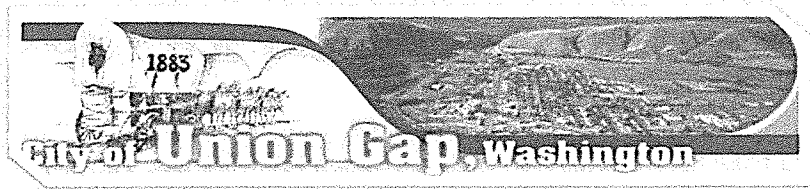
4.22.080 Mobile Food Vendors on Private Property

Mobile Food Vendors may operate on private properties in the Central Business District (CBD), Commercial (C-1), Regional Commercial (C-2), and Wholesale Warehouse (WW) Zones, subject to a Class 1 review pursuant to the following minimum standards and conditions:

- A. One (1) Mobile Food Vendor shall be allowed for each 1,500 square feet of paved, level parking area on a site, provided that parking spaces in that area are not reserved, encumbered, or designated to satisfy the off-street parking of a business or activity that is operating at the same time as the Mobile Food Vendor.
- B. No more than eight (8) Mobile Food Vendor shall operate on any private property at one time.
- C. A minimum of two (2) off-street parking spaces shall be provided for each Mobile Food Vendor. The parking required herein shall be provided free of charge and shall not be reserved, encumbered, or designated to satisfy the off-street parking of another business or activity that is operating on the site at the same time as the Mobile Food Vendor.
- D. A minimum of one (1) accessible restroom with hand-washing facilities shall be made available during all hours the Mobile Food Vendor is in operation. These facilities must be located on-site and be made available for use by patrons of the event.
- E. Separate refuse and recycling containers shall be provided on-site during all hours of Mobile Food Vendor operations. All litter generated within a minimum of a 100-foot radius of the site shall be collected prior to closure of the Mobile Food Vendor operations.
- F. No overnight parking of Mobile Food Vendor shall be allowed on the permitted vending site.
- G. Mobile Food Vendors shall not provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches and stand-up counters, unless a proposal for such seating arrangement is submitted with the permit application and approved.

4.22.090 Enforcement

Any person violating or failing to comply with the provisions of the Union Gap Municipal Code may be issued a civil infraction citation pursuant to Section 1.18.050(c). Each civil infraction shall carry with it a monetary penalty of two hundred fifty dollars (\$250.00).



City Council Communication

Meeting Date: November 28, 2016
From: David Spurlock; Deputy Director of Public Works & Community Development
Topic/Issue: Resolution – Comprehensive Plan Update – Public Participation Plan

SYNOPSIS: Each county and city that is required or chooses to plan under RCW 36.70A.040 shall establish and broadly disseminate to the public a Public Participation Program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans.

RECOMMENDATION: Approve a resolution adopting the Public Participation Plan.

LEGAL REVIEW: Resolution has been reviewed by City Attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: The City of Union Gap is subject to, and plans under, the guidelines of the Growth Management Act (GMA). The planning process for updating a Comprehensive Plan requires early and continuous public participation (RCW 36.70A.140).

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Public Participation Plan

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** adopting a Public Participation Plan for the City of Union Gap Comprehensive Plan Update

WHEREAS, the schedule established by the GMA in RCW 36.70A.130(4) mandates each fully planning city in Washington to take action to review and, if necessary, revise its comprehensive plan, development regulations, and critical areas ordinance to ensure compliance with the Growth Management Act; and

WHEREAS, Each county and city that is required or chooses to plan under RCW 36.70A.040 shall establish and broadly disseminate to the public a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans. The procedures shall provide for broad dissemination of proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, communication programs, information services, and consideration of and response to public comments.; and

WHEREAS, the City Council wishes to encourage public participation in the Comprehensive Plan update process;

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

The Union Gap City Council hereby adopts the “City of Union Gap Comprehensive Plan Update Public Participation Plan” plan for the 2016 Comprehensive Plan Update.

PASSED this 28th day of November, 2016

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

City of Union Gap

Comprehensive Plan Update

Public Participation Plan

Background

The City of Union Gap is subject to, and plans under, the guidelines of the Growth Management Act (GMA). The planning process for updating a Comprehensive Plan requires early and continuous public participation (RCW 36.70A.140).

RCW 36.70A.140:

Each county and city that is required or chooses to plan under RCW 36.70A.040 shall establish and broadly disseminate to the public a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans. The procedures shall provide for broad dissemination of proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, communication programs, information services, and consideration of and response to public comments. In enacting legislation in response to the board's decision pursuant to RCW 36.70A.300 declaring part or all of a comprehensive plan or development regulation invalid, the county or city shall provide for public participation that is appropriate and effective under the circumstances presented by the board's order. Errors in exact compliance with the established program and procedures shall not render the comprehensive land use plan or development regulations invalid if the spirit of the program and procedures is observed.

The City of Union Gap proposes the following to conform with RCW 36.70A.140:

1. Study Sessions – discuss draft sections of plan elements with the Planning Commission.
2. Workgroup Presentation – the final draft will be presented at a work session with the Planning Commission.
3. Public Comment – the draft will be available for review during a public comment period.
4. Revision – the public comment draft will be modified based upon comments received at the study sessions, the workgroup presentation, and during the public comment period. The Planning Commission will make a recommendation to the City Council.
5. Public Hearing and Final Adoption – The City Council will hold a public hearing to consider the recommendation of the Planning Commission prior to adoption.

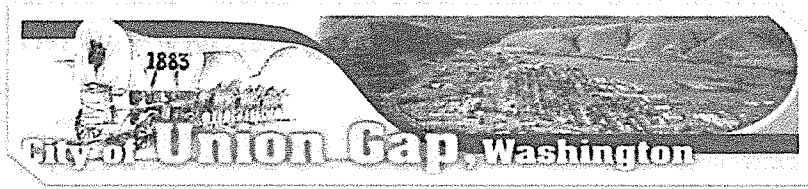
Public Participation Plan Objectives:

1. Provide for “early and continuous” public participation
2. Build community trust in the planning process
3. Seek public input and ideas concerning the future of Union Gap
4. Encourage participation of individuals, community groups and organizations that may not normally participate in the planning process
5. Explain the laws by which the City is obligated to conduct the Update process

Notification Methods

The following methods may be used to inform the public of the opportunity to participate:

1. Newspaper advertisements—an initial newspaper ad informing of the start of the Urban Growth Area and Comprehensive Plan Update
2. E-mail and/or direct mail notice to interested parties who wish to receive notification
3. E-mail notice to interested parties in key organizations – Requesting those key outside organizations distribute to their membership and to other organizations.
4. Press Releases
5. Utility Billing flyers



City Council Communication

Meeting Date: November 28, 2016
From: Arlene Fisher – City Manager
Topic/Issue: Resolution – Yakima County Interlocal Agreement for Municipal Court Services

SYNOPSIS: The Yakima County Interlocal Agreement for Municipal Court Services needs to be renewed for 2017.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign the 2017 Yakima County Interlocal Agreement for Municipal Court Services.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Yakima County Interlocal Agreement for Municipal Court Services

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign a 2017 interlocal agreement with Yakima County for municipal court services.

WHEREAS, the current interlocal agreement with Yakima County expires on December 31, 2016;

WHEREAS, the Council wishes to continue to contract municipal court service with Yakima County;

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

The City Manager is authorized to sign the 2017 Interlocal Agreement with Yakima County for municipal court services.

PASSED this 28th day of November, 2016.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

**INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY AND
THE CITY OF UNION GAP FOR MUNICIPAL COURT SERVICES**

THE INTERLOCAL AGREEMENT (the "Agreement"), made and entered into the 31st day of December, 2016, by and between the City of Union Gap, a municipal corporation of the State of Washington and Yakima County, a Washington County organized under the laws of the State of Washington, collectively Union Gap and Yakima County are referred to as the "Parties."

WHEREAS, Union Gap is an optional code City and is authorized under Washington Law (Ch. 3.50 RCW) to operate a Municipal Court, and

WHEREAS, RCW 39.34.180 provides that cities are responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and that the City must carry out these responsibilities through the use of their own court, staff, and facilities or by entering into contracts or interlocal agreements under this chapter to provide these services, and

WHEREAS, RCW 3.50.815, provides that cities may meet their responsibilities imposed pursuant to RCW 39.34.180 through an interlocal agreement with a hosting jurisdiction providing court services, and

WHEREAS, RCW 3.50.020, provides that a hosting jurisdiction shall have exclusive original criminal and other jurisdiction for all matters filed by a contracting city under the contracting city's ordinances, and

WHEREAS, Union Gap desires to contract with Yakima County to provide extraterritorial municipal court services and facilities with such services, and

WHEREAS, the Parties desire to enter into this Agreement providing municipal court services and facilities by Yakima County as the hosting jurisdiction to Union Gap as the contracting city, and

WHEREAS, the Parties have considered the anticipated costs of services and anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding and state authorized sales tax funding levied for criminal justice purposes;

NOW, THEREFORE, in consideration of the terms and provisions hereof, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, it is mutually agreed by and between Yakima County and Union Gap as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the processing of Union Gap criminal complaints and citations and civil and traffic infractions under the exclusive original jurisdiction of the Yakima County District Court, to set the cost for court services to be paid by Union Gap and to enumerate the court services to be provided by Yakima County as the hosting jurisdiction. It is the intent of the Parties that Yakima County act as the hosting jurisdiction to Union Gap as the

contracting city in order that Union Gap may comply with its obligations pursuant to RCW 39.34.180 to adjudicate and prosecute criminal offenses and civil and traffic infractions arising from violations of the Union Gap Municipal Code within the jurisdictional boundaries of Union Gap. It is further the intent of the Parties that, for the term of this Agreement, Yakima County District Court shall have exclusive original jurisdiction over all criminal offenses and traffic infractions arising from violations of the Union Gap Municipal Code as provided for pursuant to RCW 3.50.020. In entering into this Interlocal Agreement for municipal court services, the Parties have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding and state sales tax funding.

2. ASSUMPTION OF JURISDICTION. The Parties understand that pursuant to RCW 3.50.815 a city may, in lieu of establishing a municipal court pursuant to Chapter 3.50 RCW, enter into an interlocal municipal court services agreement with a county that has a District Court. The Parties further understand that the hosting jurisdiction will be conferred exclusive jurisdiction over all criminal offenses and traffic infractions arising from violations of Union Gap municipal ordinances and that Yakima County, as the hosting jurisdiction, will operate as the Union Gap Municipal Court during the term of this Agreement. The City of Union Gap shall by ordinance designate Yakima County District Court as having assumed exclusive original jurisdiction over violations of the Union Gap Municipal Code pursuant to this Agreement effective upon the Commencement Date. A case filed in Union Gap Municipal Court shall continue to be a Union Gap Municipal Court case, notwithstanding its filing in the Yakima County District Court.

3. COMMENCEMENT DATE. This Agreement shall commence on January 1, 2017 and be in effect from January 1, 2017 through midnight on December 31, 2017.

4. MUNICIPAL COURT SERVICES. Commencing on the Commencement Date, Yakima County shall provide timely and efficient court services in the Union Gap Municipal Court for all municipal cases.

a. Municipal Court Services. The following court services shall be provided by Yakima County under this Agreement:

1. Court Rules. All court proceedings undertaken pursuant to this Agreement shall be conducted in conformity with the Rules of General Application, the Criminal Rules for Courts of Limited Jurisdiction, and the Infraction Rules for Courts of Limited Jurisdiction and the local rules of the Yakima County District Court.

2. Court Staff. Yakima County shall provide court staff necessary to timely and efficiently process all criminal and infraction cases filed by Union Gap. Yakima County shall provide a level of service the same as that provided for Yakima County cases and that which is necessary for the efficient processing of all municipal cases.

3. Supplies and Forms. Yakima County shall provide all court forms and paperwork necessary for the processing of Union Gap Municipal Court cases.

4. Language Interpretation. Yakima County shall provide and pay for all language interpretation services for Union Gap Municipal Court defendants.

5. Jury. Yakima County shall provide and pay for jury administration services for Union Gap Municipal Court.

6. Collection for Nonpayment. Yakima County will, through the same collection process used for Yakima County District Court cases, collect all fines and fees for Union Gap Municipal Court cases.

7. Property. The cost of all real and personal property used in the performance of the County's duties under the terms of this Agreement shall be the sole responsibility of the County.

8. Court Scheduling. The scheduling of court proceedings for Union Gap Municipal Court is controlled by Yakima County District Court and the Presiding Judge. However, Yakima County agrees to schedule the City of Union Gap criminal matters separately from similar matters instituted by the State of Washington.

9. Judicial Accessibility After Work Hours. The Yakima County District Court shall supply the Union Gap Police Department with telephone numbers of the Judges in order to facilitate non-business hour contact for probable cause determinations, issuance of telephonic no contact orders and applications for telephonic search warrants.

10. Probation Services: Pursuant to ARLJ 11, Yakima County Probation Services is managed and operated by Yakima County District Court. Probation Services shall provide supervision services for Union Gap Municipal Court. Probation Services, in partnership with the City of Union Gap, will allocate resources to develop, monitor and evaluate a pre-trial diversion program. The City of Union Gap shall pay an additional \$20,125.00 to the County for their assistance in developing and evaluating the pre-trial diversion program.

11. File Management and Retention: Yakima County District Court shall manage and retain court case files for Union Gap Municipal Court for all cases filed after District Court began operating Union Gap Municipal Court. Files shall be managed and retained in accordance with procedures established by the Judicial Information System, Washington State Archives and District Court policies.

12. Traffic of Public Defender Appointments: The imposition of caseload limits and the federal case of Wilbur, et al v. Mt. Vernon, et al, Case No. 2:11-cv-01100 impose upon the city significant public defender oversight obligations to ensure adequate representation of indigent defendants. To assist the City to meet these oversight obligations and to ensure adequate public defender services are available for appointment by the Court, Yakima County District Court will allocate additional staff and judicial resources to provide the following:

- Acquire from the contracted public defenders total number of appointments they are able to accept;

- Collect a daily count by defender of the number of cases appointed;
- Continually monitor the number of cases appointed to the total number of cases the defender has indicated they are able to accept;
- Provide a monthly report to the Union Gap City Manager of the number of appointments by attorney;
- Forward complaints regarding public defense representation to the City for resolution and follow-up.

b. City of Union Gap Responsibilities:

1. Prosecution. Union Gap shall be responsible for providing and paying for all prosecution services for all cases filed on its behalf.

2. Public Defender. Union Gap shall be responsible for providing and paying for all public defense services, including appointment of attorney's for appellate purposes if applicable and expert witness costs, for all cases filed in Union Gap Municipal Court.

3. Expenses related to Competency Evaluations. Union Gap shall be responsible for all costs related to competency evaluations. This includes but is not limited to, costs of experts to perform examinations.

4. Municipal Court Judges and Presiding Judge. Union Gap shall appoint the Judges and Commissioner of the Yakima County District Court as Municipal Court Judges who will preside over Union Gap Municipal Court cases. Moreover, Union Gap shall name the Presiding Judge of the Yakima County District Court as the Presiding Judge of the Union Gap Municipal Court pursuant to RCW 3.50.040. Costs contemplated by RCW 3.50.040 is included in the costs provided for in this Agreement.

5. Jail Transport. Union Gap shall be responsible for providing and paying for costs related to the transport, including security of inmates during transport and while in attendance at court, of defendants to Union Gap Municipal Court. Union Gap is responsible for all jail costs, including medical, for all persons who are in custody as a result of a case that is filed in Union Gap Municipal Court.

5. COSTS AND REVENUE.

a. No later than September 1 of each year Yakima County District Court shall provide a proposed budget including the cost for the operation of Union Gap Municipal Court. The City shall pay to the County a sum equal to the percentage of said budget calculated based upon a 4 year running average of the total District Court cases divided by the average number of City of Union Gap cases. As an example, if the 4 year average of the District Court cases including the cases filed by the City is 10,000 and the City's portion of the 4 year average is 1,000, then the City shall pay to the County for the following year a sum equal to 10% of the total District Court budget. For the year 2017, the City shall pay to the County the sum of \$251,024 for the operation of the Union Gap Municipal Court, for the continued implementation and evaluation of a pre-trial diversion program in partnership with Yakima

County Probation Services as referenced in paragraph 4(a)(10) above and for tracking and reporting of public defender appointments. The calculation for the sum of \$255,068 is as follows:

Year	Yakima District	Union Gap
2013	30,137	3,015
2014	29,643	1,804
2015	31,668	1,449
2016*	24,260	1,528
Totals	115,708	7,796

*Case numbers through July, projected to end of year.

Total District Court Filings	115,708
Total Union Gap Muni Filings	7,796
Total Combined Filings	123,504
Union Gap Muni Percentage	6.31%

2016 DC Budget	\$2,826,180
2016 3/10ths DC Budget	605,730
Total Budget	\$3,431,910

Union Gap Muni Cost for 2017	\$216,634
Union Gap Muni Court Pre-File Diversion	\$20,125
Union Gap Court Appointed Attorney Tracking	\$18,309
Union Gap Muni Cost for 2017	\$255,068

b. Union Gap shall pay the sum calculated in accordance with paragraph "a" above in 12 equal monthly installments payable by the 10th day of the month beginning January 2017.

c. In the event the Parties cannot agree on the amount of the District Court budget, or the ratio of the Union Gap cases to the District Court total, then the Parties agree to arbitration pursuant to Chapter 7.04 RCW.

d. All fines and costs shall be collected and accounted for by Yakima County District Court staff in accordance with Chapter 3.62 of the RCW and any other applicable laws and paid to the City along with an accounting thereof monthly.

6. MODIFICATION AND TERMINATION.

a. The Parties may modify this Agreement by mutual consent at any time. However any modification to this Agreement shall not be effective unless it is in writing and signed by the appropriate parties with binding authority.

b. Either Party may terminate this Agreement as described in this paragraph. In the event Union Gap wishes to terminate this Agreement they may do so in writing to the Presiding Judge of Yakima County District Court no less than one year prior to the expiration of this Agreement. In the

event District Court wishes to terminate this Agreement they may do so in writing to Union Gap no less than one year prior to the expiration of this Agreement. In the event the Parties cannot agree upon issues related to modification or renewal of this Agreement, the Parties shall submit any such issue(s) to arbitration under RCW 7.04.

c. In the event of termination of this Agreement any and all funds owed to Yakima County at said termination date shall be paid by Union Gap and all fines and costs collected by Yakima County shall be paid to Union Gap.

d. In the event of the termination of this Agreement all cases filed in Union Gap Municipal Court shall be returned to Union Gap.

7. APPLICABLE LAW, JURISDICTION AND VENUE, INDEMNIFICATION.

a. This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

b. Any dispute or proceeding arising out of this Agreement which is not subject to arbitration hereunder shall be submitted to the Superior Court of the State of Washington for Benton County.

c. Any dispute or proceeding arising out of arbitration hereunder which may be submitted to a court of competent jurisdiction for determination shall be submitted to the Superior Court of the State of Washington for Benton County.

d. Each party shall indemnify and hold harmless the other, its officers, agents, judges elected officials, appointed officials and employees from all liability, loss of damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs of judgments which result from each party's own intentional or negligent acts relating to services provided pursuant to this Agreement.

e. In the event that both the County and the City are negligent in a matter arising out of the activities of the parties pursuant to this Agreement, each part shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses including costs and reasonable attorney's fees.

f. **Audit Indemnification:** Union Gap also agrees to fully indemnify Yakima County District Court and Yakima County for any and all State and Federal Audit finding(s) for activities that occurred prior to execution of this Agreement and/or for any audit finding(s), including costs to defend any audit finding(s), that occur after implementation of this Agreement but are found to be a result of court operations that occurred prior to the implementation of assumption of court services by Yakima County District Court on behalf of Union Gap.

g. **Employment & Contract Claims:** Union Gap assumes all liability to third parties for existing and/or future contract obligations that may pertain to existing employees of Union Gap

Municipal Court and agrees to fully indemnify Yakima County District Court and Yakima County for any claims made by current or former employees. Union Gap assumes full financial responsibility for and agrees to fully indemnify Yakima County and Yakima County District Court for any and all current and future employment and tort claims that have been, or may be filed by current City employees as a result of this Agreement with Yakima County District Court.

Dated this 28th day of November, 2016.

City of Union Gap

Yakima County District Court

City Manager

Presiding Judge

Attest

Approved:

City Clerk

Yakima County Deputy Prosecuting
Attorney



City Council Communication

Meeting Date: November 28, 2016
From: Arlene Fisher, City Manager
Topic/Issue: Resolution - Approving Acceptance of Public Defense Grant

SYNOPSIS: The Washington State Office of Public Defense has awarded a grant of \$21,595 to Union Gap to help improve the quality of public defense services.

RECOMMENDATION: Adopt resolution authorizing acceptance of grant.

LEGAL REVIEW: The City Attorney has reviewed the resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: This is the second year in a row that the city has received this grant.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Cover letter and Grant Agreement

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

A RESOLUTION authorizing the City Manager to sign a grant agreement with the Washington State Office of Public Defense for public defense costs.

WHEREAS, the City of Union Gap has been awarded a grant in the amount of \$21,595 from the Washington State Office of Public Defense to improve the quality of public defense services;

WHEREAS, the grant monies will be used to supplement budgeted public defender contract costs;

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

The City Manager is authorized to sign a grant agreement with the Washington State Office of Public Defense for costs associated with public defense.

PASSED this 28th day of November 2016.

Roger Wentz, Mayor

ATTEST:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



Internet Email: opd@opd.wa.gov

**WASHINGTON STATE
OFFICE OF PUBLIC DEFENSE**

(360) 586-3164
FAX (360) 586-8165

October 25, 2016

Arlene Fisher
City Manager
City of Union Gap
1800 Rainier Pl
Union Gap, WA 98903

Re: Chapter 10.101 RCW Application for Public Defense Grant Funds

Dear Ms. Fisher:

The Washington State Office of Public Defense (OPD) is pleased to announce the award of RCW 10.101.080 Public Defense Grant funds to the City of Union Gap. The award is \$21,595 for use in calendar year 2017 for the following purposes:

- Implement and/or sustain grant-funded increases to public defense attorney compensation
- Public defense representation at preliminary appearance calendars

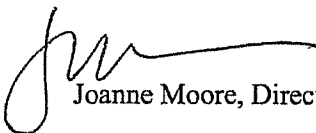
Enclosed is a short Grant Agreement for your review and signature by an authorized representative of the City of Union Gap. The signed Grant Agreement should be returned to OPD by December 1, 2016 by postal mail or by email to Nicole.Dodge@opd.wa.gov. A conformed copy will be sent to you for your records.

The grant funds will be mailed to you in mid-December. If you want the check mailed to a different person or office, please let us know. If the City of Union Gap uses state BARS coding, these grant funds should be received under BARS revenue code 334.01.2X.

Chapter 10.101 RCW requires cities awarded funds to demonstrate to OPD that they are either meeting the public defense standards referenced in RCW 10.101.030, or that the state funds are being used to make appreciable demonstrable improvements to public defense services. In addition, the Washington Supreme Court has adopted statewide Standards for Indigent Defense. OPD's Public Defense Services Managers are available to assist the city and its public defense attorneys in implementing the statutory and Supreme Court requirements. Please feel free to contact Katrin Johnson or George Yeannakis at (360) 586-3164 ext. 108 and 102 respectively.

We look forward to receiving the city's mid-year report in July 2016 (as required in the Grant Agreement), as well as visiting your program at least one time during the year.

Sincerely,


Joanne Moore, Director

Enclosures

cc: Presiding Judge Kevin Michael Roy, Yakima County District Court

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<p>1. Grantee City of Union Gap 1800 Rainier Pl Union Gap, WA 98903</p>	<p>2. Grantee Representative Arlene Fisher City Manager 1800 Rainier Pl Union Gap, WA 98903</p>
<p>3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>	<p>4. OPD Representative Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>
<p>5. Grant Amount \$21,595</p>	<p>6. Grant Period January 1, 2017 through December 31, 2017</p>
<p>7. Grant Purpose The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (See Chapter 10.101 RCW.)</p>	
<p>The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start January 1, 2017 and end December 31, 2017. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant and General Terms and Conditions of City Grant.</p>	
<p>FOR THE GRANTEE</p> <hr/> <p>Name, Title</p> <hr/> <p>Date</p>	<p>FOR OPD</p> <hr/> <p>Joanne I. Moore, Director</p> <hr/> <p>Date</p>

SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT

1. **GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. **GRANT AWARD AMOUNT**

The Grantee is awarded twenty-one thousand five hundred ninety-five and 00/100 Dollars (\$21,595) to be used for the purpose(s) described in the USE OF GRANT FUNDS below.

3. **PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)**

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

4. **USE OF GRANT FUNDS**

- a. Grantee agrees to use the grant funds for the following purposes:
 - i. Implement and/or sustain grant-funded increases to public defense attorney compensation
 - ii. Public defense representation at preliminary appearance calendars
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above.
- c. Grantee agrees to use the funds in calendar year 2016. If Grantee is unable to use the funds in 2016, the Grantee agrees to notify OPD to determine what action needs to be taken.
- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

5. **REPORT**

Grantee agrees to submit a written mid-year report to OPD no later than July 31, 2017 using the template found in Exhibit A. The mid-year report must be submitted along with the Grantee City's public defense attorneys' 2017 certifications of compliance.

6. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions Of the City Grant
- General Terms and Conditions of the City Grant

GENERAL TERMS AND CONDITIONS OF THE CITY GRANT

1. **ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

2. **AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

6. **CONFORMANCE**

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

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

10. **LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of the Grant, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the

records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

16. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing.

Exhibit A
 Washington State Office of Public Defense
 2017 Mid-Year Grant Report

All cities that receive Chapter 10.101 RCW public defense improvement grant funding must submit a mid-year report to the Washington State Office of Public Defense (OPD) no later than July 31, 2017. Please complete the following fields, attaching additional pages if necessary. Submit the completed report with copies of public defense attorneys' 2017 quarterly Certificates of Compliance by postal mail or email to:

Postal Mail:

OPD – Trial Level Program
 711 Capitol Way, South, Suite 106
 PO Box 40957
 Olympia, WA 98504-0957

Email: opd@opd.wa.gov

City:	
Report Date:	
Contact - Name:	
Email:	
Phone:	
Address:	
Full Award Amount:	
Amount Spent to Date:	
Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>)	
Description of How Grant Funds Have Been Used to Date:	

Exhibit A
Washington State Office of Public Defense
2017 Mid-Year Grant Report

Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable)	
Description of Impact State Funds Have Had on Local Public Defense Services	
Technical Assistance Requested of OPD (If Applicable)	

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
November 14, 2016 Regular Meeting
MINUTES

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

Council Members Present Council Members Lenz, Olson, Butler, Matson and Schilling were present. Council Member Carney attended telephonically.

Staff Present City Attorney Brown, City Manager Fisher-Maurer, Finance & Administration Director Clifton, Deputy Clerk Treasurer Bisconer, Public Works/Community Development Director Henne, Deputy Public Works/Community Development Director Spurlock, Police Chief Cobb and Fire Chief Stewart were present.

Audience Present See attached list.

Pledge of Allegiance Mayor Wentz led the Pledge of Allegiance.

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

Regular Council Meeting Minutes, dated October 24, 2016, as attached to the Agenda and maintained in electronic format.

Payroll Vouchers – EFT’s and Voucher Nos. 41569 through 41576, and 93448 through 93460 for November, 2016 in the amount of \$349,005.69.

Claims Vouchers – EFT’s and Voucher Nos. 93447, and 93461 through 93581 for November 14, 2016, in the amount of \$1,468,797.19.

Petty Cash Vouchers – Check Nos. 1852 through 1853 for the Month of September, in the amount of \$875.00.

Advance Travel Vouchers – Check Nos. 1253 through 1254 for the Month of September, in the amount of \$400.63.

Motion carried unanimously.

Items from the Audience None.

General Items

Public Hearing At 6:01 Mayor Wentz opened a Public Hearing to consider oral and

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – November 14, 2016

written comments regarding the 2017 Preliminary Budget. No written or verbal comments were received. Mayor Wentz closed the Public Hearing at 6:03 p.m.

Police Department

Resolution No. 16-59 –
Traffic Safety Interagency
Agreement

Motion by Council Member Carney, second by Council Member Lenz to approve Resolution No. 16-59 authorizing the City Manager to sign an MOU with the Washington Traffic Safety Commission for overtime reimbursement relating to high visibility enforcement patrols. Motion carried unanimously.

Resolution No. 16-60 –
Yakima County Jail Contract

Motion by Council Member Butler, second by Council Member Olson to approve Resolution No. 16-60 authorizing the City Manager to sign a 2017 jail contract with Yakima County. Motion carried unanimously.

Fire Department

3rd Quarter Fire Department
Report

Chief Stewart presented the 3rd Quarter Fire Department Report and mentioned that there were no structural fires in the last quarter, and that the majority of the calls were EMS calls; three new entry-level firefighters have been hired; work is scheduled to begin for the installation of the exhaust extraction system for the apparatus bay at Station 96; and gave an update on the inspection process on occupancies within Union Gap.

Public Works/Community
Development

Public Works Community Development Director Henne thanked Chief Stewart for staff assisting with the Water Comp Plan.

Resolution No. 16-61 –
Setting Public Hearing –
Franchise Agreement

Motion by Council Member Butler, second by Council Member Lenz to approve resolution No. 16-61 setting a public hearing to consider the approval of a franchise agreement with Noel Communications Inc. Motion carried unanimously.

City Hall Sewer
Improvements

Public Works/Community Development Director Henne presented three engineer's opinions of cost options for the City Hall Sanitary Sewer Relocation. Motion by Council Member Olson to except Option A., second by Council Member Matson. Those Voting on the motion; Ayes – Olson, Matson and Schilling. Nays – Butler, Lenz, Carney and Wentz. Motion failed. Motion by Council Member Lenz to accept option C., second by Council Member Butler. Motion carried unanimously.

Yakima Valley Disc Golf
Club

Public Works/Community Development Director Henne presented exhibits and stated that the Park board and the Central Washington Ag Museum are in favour of a disk golf course at Fullbright Park and

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – November 14, 2016

introduced Chris Rodriguez with the Eastern Chapter for discovering open spaces along with Jesse Ingram, Club President who gave an overview of the possibilities of having a disk golf course at Fullbright Park.

Finance and Administration

Ordinance No. - 2906 – 2017 Refund Levy Motion by Council Member Olson, second by Deputy Mayor Schilling to adopt Resolution No. 2906 for a refund of levy tax dollars collected by Yakima County per RCW 84.69.180 and to be added to the City’s 2017 refund levy. Motion carried unanimously.

Ordinance No. – 2907 – 2017 Ad Valorem Property Tax Motion by Council Member Olson, second by Council Member Matson to adopt Ordinance No. 2907 without 1% Increase 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 2017. Motion carried unanimously.

City Manager

Ordinance No. – 2908 – Salary Increase for Director of Finance and Administration Motion by Council Member Lenz, second by Council Member Carney to adopt Ordinance No. 2908 increasing the salary for the Finance and Administration Director position, to more closely align with the salaries of other City of Union Gap Director positions. Motion carried unanimously.

Ordinance No. – 2909 – 2017 Wage Increase for Non-Union Employees Motion by Council Member Olson, second by Council Member Lenz to adopt resolution No. 2909 authorizing a 2.55% increase in the salaries and wages for the City Manager, Director of Public Works and Community Development, Deputy Director of Public Works and Community Development, Director of Finance and Administration, and the Police Chief. Those voting on the motion; Ayes – Lenz, Olson, Butler, Matson, Schilling and Wentz. Nays – Carney. Motion passes.

Items from the Audience None.

City Manager Report City Manager Fisher stated that there is a tentatively agreed upon MOU for employees to work on Fridays. Mayor Wentz expressed his appreciation to the employees. Fisher stated that City Hall diagrams will be presented to Council December 5th, 2016; Chief Cobb and Fisher met with ESD 105 to discuss the 2017 Summer Youth Program and have expanded the program to six weeks; Dave Spurlock and Fisher met with Larry Matson in regards to transitions, Spurlock assisted in interview process and work should begin on Comp plan again in December; Attended the Ted Robinson dinner; Tires are gone at Fullbright Park; Attended the MPO YVCOG meeting; Meeting scheduled with Yakima

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – November 14, 2016

Library Director, Kim Hixson; Meeting with City of Yakima staff to discuss boundary lines; Mayor Wentz and Fisher met with La Salle High School students at the request of Senior, Cidney Rowe, as a class project to discuss current world issues;

Communications/Questions/
Comments

None.

Development of next agenda

Library discussion.

Any other Business

None.

Recess to 30 – Minutes
Executive Session

At 6:59 p.m. Mayor Wentz announced a 30 minute executive session after 5 minutes to clear the room, to discuss litigation, pursuant to RCW 42.30.110(i) and real estate, pursuant to RCW 42.30.110(b); Mayor Wentz, Council Members, Council Member Carney telephonically, City Manager Fisher, City Attorney Brown, Finance and Administration Director Clifton, Public Works/Community Development Director Henne and Colm Nelson of Foster Pepper PLLC attended telephonically.

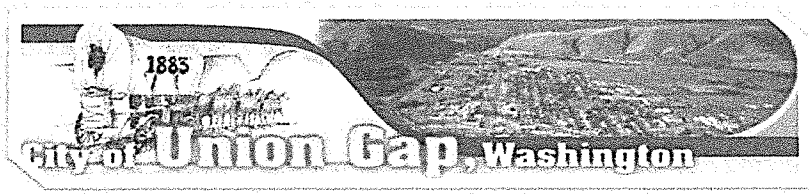
Adjournment of Meeting

Mayor Wentz reconvened and adjourned the November 14, 2016 Regular Council Meeting at 7:34 p.m.

Arlene Fisher-Maurer, City Manager

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: November 28, 2016
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – November 28, 2016

SYNOPSIS: Claim Vouchers Dated November 28, 2016

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 93582 through 93692 in the amount of \$519,125.63.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

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

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:36 Date: 11/23/2016

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6361	10/17/2016	Claims	2	EFT	US BANK - CHECKING	29.56	BANK ANALYSIS SERVICE CHARGE-10/2016
6386	10/13/2016	Claims	2	EFT	WA STATE DEPT OF L&I	0.22	QUARTERLY TAX - 3RD QUARTER 2016
6390	10/25/2016	Claims	2	EFT	US BANK CARDMEMBER SVC		TESTING
6391	10/25/2016	Claims	2	EFT	US BANK CARDMEMBER SVC		TEST
6392	10/25/2016	Claims	2	EFT	US BANK CARDMEMBER SVC		TEST
6394	10/25/2016	Claims	2	EFT	US BANK CARDMEMBER SVC	1,909.13	FUEL, FLOOR LINER ETC; NLC COSTS, GO TO MY PC, CM ADVERTISEMENT; GO TO MY PC, LATE FEES, TACTICAL GEAR ETC
6444	11/28/2016	Claims	2	EFT	US BANK CARDMEMBER SVC	568.69	#9627 DHENNE REGISTRATION; INNOVATIONS & PARTNERSHIPS IN TRANSPORTATION; TRAUMA KIT 431; EMERGENCY EXIT ONLY SIGNS FOR PARK VENUES; YVLEA MEETING-11/2016; WELLNESS-AWC RETRO-10/2016
6327	11/14/2016	Claims	2	93582	CENTRAL WA AG MUSEUM	1,180.00	AG MUSEUM COORDINATOR-8/16;9/16;10/16/2016
6328	11/14/2016	Claims	2	93583	UNITED STATES POSTMASTER	939.37	HOLIDAY SHUTTLE-POSTAGE-PERMIT #1
6356	11/15/2016	Claims	2	93584	INSLEE, BEST, COEZIE & RYDER, P.S.	8,406.79	EMPLOYMENT INVESTIGATION
6409	11/21/2016	Claims	2	93585	GOOD TO GO	12.20	TOLL FEE-CODE ENFORMENT VEHICLE
6445	11/28/2016	Claims	2	93587	A-LINE PAVING, LLC	4,602.90	DEMO PREP PAVING; 3RD AVENUE BRIDGE
6446	11/28/2016	Claims	2	93588	ABC FIRE CONTROL INC 2009	203.66	#2013 VEHICLE; 2 FIRE EXTINGUISHERS
6447	11/28/2016	Claims	2	93589	ADVANCED DIGITAL IMAGING LLC	303.45	#2013 VEHICLE LOGO & DECALS
6448	11/28/2016	Claims	2	93590	ADVANCED TRAVEL EXP. FUND	597.29	ATR#1128; EV#5202 - CAVANAUGH; ATR#1255;EV#5197-LOPEZ; ATR# 1127; EV 5204 - LOPEZ; ATR# 1126; EV# 1126 - WALRUFF
6449	11/28/2016	Claims	2	93591	ATLAS STAFFING INC	577.60	SEASONAL PARKS-WK ENDING-11/06/2016
6450	11/28/2016	Claims	2	93592	BASIN DISPOSAL OF YAKIMA LLC	77,042.53	GA/RCY-10/22/16-11/21/16
6451	11/28/2016	Claims	2	93593	MONICA BELTRAN	150.00	CLEANING DEPOSIT REFUND-ACTIVITIES BUILDING
6452	11/28/2016	Claims	2	93594	BLUMENTHAL UNIFORMS	252.79	PATCHES/SERVING SINCE PINS
6453	11/28/2016	Claims	2	93595	MONICA BROWN	150.00	CLEANING DEPOSIT REFUND-BARN
6454	11/28/2016	Claims	2	93596	MELISSA BURK	137.76	Refund Utility Deposit

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:36 Date: 11/23/2016

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6455	11/28/2016	Claims	2	93597	BUSTOS MEDIA	45.00	UNION GAP TRANSIT/RADIO AD-10/2016
6456	11/28/2016	Claims	2	93598	CANON SOLUTIONS AMERICA	187.85	COPIER MAINTENANCE OCT 2016
6457	11/28/2016	Claims	2	93599	CAREY MOTORS	196.85	LOF VEH 23 & 19/REPLACE RIGHT HEADLAMP BULB VEH 1; LOF VEH 3/LOF AND OIL/OIL FILTER CHANGE VEH 9
6458	11/28/2016	Claims	2	93600	CASCADE ANALYTICAL INC	1,450.19	DRINKING WATER ANALYTICAL REPORTS & WASTEWATER ANALYTICAL REPORTS
6459	11/28/2016	Claims	2	93601	CASCADE INDUSTRIAL & HYD LLC	26.96	#2013 VEHICLE SPLICE HOSE
6460	11/28/2016	Claims	2	93602	CASCADE NATURAL GAS CORP	395.54	NATURAL GAS OCT 2016; CH/FD-10/05/16-11/01/2016; 4401 MAIN ST & 4401 1/2 - 10/05/16-11/01/2016
6461	11/28/2016	Claims	2	93603	CENTRAL WA AG MUSEUM	1,337.50	SOCIAL MEDIA BOOST-10/2016; AG MUSEUM COORDINATOR-10/2016
6462	11/28/2016	Claims	2	93604	CENTRAL WA ANTIQUE FARM EQUIP CLUB	1,897.25	PIONEER POWER SHOW-TV/RADIO AD
6463	11/28/2016	Claims	2	93605	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKETING & SALES-11/2016
6464	11/28/2016	Claims	2	93606	CENTURY LINK	48.01	SHOP FAX-10/16-11/26/2016
6465	11/28/2016	Claims	2	93607	CENTURY LINK	643.42	AG MUSEUM-11/2016; WATER TELEMETRY-10/23/16-11/23/16; FD-11/2016; CH FAX-11/2016
6466	11/28/2016	Claims	2	93608	CINTAS CORP #605	233.60	MAT, MOP & SERVICE CHARGE; SR CENTER MOP & MAT SVC
6467	11/28/2016	Claims	2	93609	CITI CARDS	13.23	BACKGROUND CHECK; WATER FOR COUNCIL; REFRESHMENT FOR LONGFIBRE & CAHALAN SKATEPARK.; LONGFIBRE EXTENSION GROUND BREAKING FOOD.; CLERK TREAS. ESSENTIALS-2016; WFOA CONF-2016; CITY COUNCILS IPAD COVERS/
6468	11/28/2016	Claims	2	93610	CLASSIC PRINTING	1,071.13	HOLIDAY SHUTTLE/UG TRANSIT/MEDSTAR; UB STATEMENTS-10/2016; OPEN HOUSE LETTER-2016
6469	11/28/2016	Claims	2	93611	COLEMAN OIL COMPANY	2,452.76	FUEL
6470	11/28/2016	Claims	2	93612	COMMERCIAL TIRE	2,499.43	#1021 TIRES; #1012 TIRES
6471	11/28/2016	Claims	2	93613	DEX MEDIA	298.18	PARK AD-11/01/16-11/30/16
6472	11/28/2016	Claims	2	93614	FASTENAL	388.84	SUPPLIES
6473	11/28/2016	Claims	2	93615	FIRESTONE TIRE & SERVICE CTRS	119.02	VEH 17 WINTER TIRE CHANGEOVER/WHEEL PAINTING VEH 18 WHEEL PAINTING
6474	11/28/2016	Claims	2	93616	FLINT TRADING INC	10,769.27	STREET HEAT TAPE
6475	11/28/2016	Claims	2	93617	FOSTER PEPPER PLLC	36,385.92	PRINTING PRESS PROPERTIES; PRINTING PRESS PROPERTIES

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:36 Date: 11/23/2016

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6476	11/28/2016	Claims	2	93618	FRANKS OK TIRE STORE	4,343.04	#1007 & #1020 TIRES; #1010 & PARKS VEHICLES
6477	11/28/2016	Claims	2	93619	FREEDOM TRUCK CENTERS	1,060.92	#2007 BRAKE VALVE
6478	11/28/2016	Claims	2	93620	G.S. LONG CO., INC.	332.43	BROMACIL 40/40 KROVAR; DIREX
6479	11/28/2016	Claims	2	93621	JAVIER GALINDO	300.00	CLEANING DEPOSIT REFUND-AB
6480	11/28/2016	Claims	2	93622	GAP AUTO PARTS	460.60	#1020 BLADES; PK CABLE & SPARK PLUGS; #1008 MAINTENANCE SUPPLIES; #2013 FLASHERS; #2013 , #1012 & SHOP SUPPLIES
6481	11/28/2016	Claims	2	93623	JOSE D GARCIA JR	39.16	REFUND UTILITY DEPOSIT
6482	11/28/2016	Claims	2	93624	GE CAPITAL	419.25	KROCERA TASKALFA-11/01/16-11/30/16
6483	11/28/2016	Claims	2	93625	GEARJAMMER	1,451.47	PD FUEL OCT 16-31 2016
6484	11/28/2016	Claims	2	93626	GENE WEINMANN CONSULTING	79.22	CDBG REHAB COORDINATOR & OFFICE SUPPLY-11/2016
6485	11/28/2016	Claims	2	93627	GRANITE CONSTRUCTION CO	439.20	7.20 TONS CLASS G - ASPHALT MIX
6486	11/28/2016	Claims	2	93628	GRANT J HUNT CO	4,050.00	UG TRANSIT AD-POSTER; RACK CARD; BUSBOARD; DESIGN & MARKETING-10/2016
6487	11/28/2016	Claims	2	93629	H.D. FOWLER COMPANY	2,960.48	WATER SUPPLIES; CHURCH ON MEAD AVENUE; STOCK WATER SUPPLIES
6488	11/28/2016	Claims	2	93630	HD SUPPLY WATERWORKS LTD	2,690.53	HYDRANT METERS
6489	11/28/2016	Claims	2	93631	HLA ENGINEERING & LAND SURVEYING INC	102,320.89	PROFESSIONAL ENGINEERING / LAND SURVEYING; THRU 10.31.16; 2016 GENERAL SERVICES THRU 10.31.16; AHTANUM YOUTH PK RCO IMPROVEMENTS
6490	11/28/2016	Claims	2	93632	HUMANE SOCIETY OF	2,747.00	ANIMAL CONTROL SERVICES OCT 2016
6491	11/28/2016	Claims	2	93633	INTERNATIONAL PAPER - MS #2	217.88	REFUND UTILITY DEPOSIT
6492	11/28/2016	Claims	2	93634	IRON HORSE REAL ESTATE	200.00	SE & WA PIPELINES UNDER BNSF MP 85 & 86
6493	11/28/2016	Claims	2	93635	JESSICA KISNER	104.93	Refund Utility Deposit
6494	11/28/2016	Claims	2	93636	LAW OFFICES OF MARGITA DORNAY	10,000.00	PROSECUTING ATTORNEY-11/2016
6495	11/28/2016	Claims	2	93637	LOGIC BEACH INC	567.00	INTELLILOGGER IL MINI DATA LOGGER
6496	11/28/2016	Claims	2	93638	LOWES COMPANY INC	179.39	INSTRUMENT & SUPPLIES VEHICLE / EQUIPMENT MAINTENANCE SUPPLIES; HAND SOAP; FEBREZE & HAND TOWELS
6497	11/28/2016	Claims	2	93639	LOWES COMPANY INC	29.84	CEMENT FOR BASKETBALL HOOP/FD
6498	11/28/2016	Claims	2	93640	MCKINNEY GLASS	344.46	#1015 WINDOW GREEN TINT
6499	11/28/2016	Claims	2	93641	MORTONS SUPPLY	3.06	SUPPLIES & FINANCE CHARGE PAST DUE
6500	11/28/2016	Claims	2	93642	NATIONAL BARRICADE CO	229.11	SIGNS
6501	11/28/2016	Claims	2	93643	NEOFUNDS BY NEOPOST	1,000.00	POSTAGE-11/2016
6502	11/28/2016	Claims	2	93644	ROBERT R NORTHCOTT	505.00	FTC-PUBLIC DEFENDER

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:36 Date: 11/23/2016

Page: 4

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6503	11/28/2016	Claims	2	93645	NORTHEND TRUCK EQUIP CO	141,211.16	#2013, #2014 & #2006 EQUIPMENT ITEMS
6504	11/28/2016	Claims	2	93646	OFFICE DEPOT-CITY HALL	102.36	CLASP ENVELOPES; GEL PENS; FLAGS; POST-IT; HIGHLIGHTERS; NOTE POP UPS.MOUSE PADS(2); BELL FOR PW/ CED RECEPTION AREA; AIR FRESHENERS
6505	11/28/2016	Claims	2	93647	OFFICE SOLUTIONS NORTHWEST	189.11	INK CRTG; INK CRTG'S; COPY PAPER
6506	11/28/2016	Claims	2	93648	OVERHEAD DOOR OF YAKIMA	318.52	SERVICE AND REPAIR SHOP DOORS
6507	11/28/2016	Claims	2	93649	PACIFIC POWER	3,025.03	PD POWER OCT 2016; TRAFFIC LIGHTS-10/2016; LIFT STATION-10/2016; CH/FD-10/2016; AG MUSEUM-9/29-10/28/16
6508	11/28/2016	Claims	2	93650	PEPSI COLA - YAKIMA	96.80	PD WATER/RENT OCT 2016
6509	11/28/2016	Claims	2	93651	PETTY CASH	21.57	MISC RECEIPTS - 11/2016
6510	11/28/2016	Claims	2	93652	PROTECTION ONE	34.18	ALARM MONITORING-11/01/16-11/30/ 16
6511	11/28/2016	Claims	2	93653	REPUBLIC PUBLISHING CO	444.12	HOLIDAY BAZAAR AD-2016; 2017 PRELIMINARY BUDGET HEARING; 2017 LTAC ADVISORY COMMITTEE BUDGET HEARING; 2017 BUDGET HEARING AD
6512	11/28/2016	Claims	2	93654	SUSANA SAUCEDO	300.00	CLEANIND DEPOSIT REFUND-AB
6513	11/28/2016	Claims	2	93655	WILLIAM SCHULER III	1,295.00	PUBLIC DEFENDER-10/2016
6514	11/28/2016	Claims	2	93656	SHAWN HYATT EXCAVATING	1,059.66	Refund Utility Deposit
6515	11/28/2016	Claims	2	93657	SIX ROBBLEES INC	11.35	7 WAY RV PLASTIC CONNECTOR
6516	11/28/2016	Claims	2	93658	DON C. SMITH	318.19	LEOFF I RETIREE RX
6517	11/28/2016	Claims	2	93659	SPLASH EXPRESS AUTO SERVICES LLC	6.53	CAR WASH
6518	11/28/2016	Claims	2	93660	SUPPLYWORKS	129.29	ICE MELT
6519	11/28/2016	Claims	2	93661	THE VINE VENUE INC	812.50	VENUE MANAGEMENT-10/1/2016-10/ 08/2016; VENUE MANAGEMENT-10/22/2016; VENUE MANAGEMENT-10/29-11/12/1 6
6520	11/28/2016	Claims	2	93662	TRUE LAW GROUP, PS	3,170.00	PUBLIC DEFENDER
6521	11/28/2016	Claims	2	93663	UNION GAP WATER FUND & SEWER	35.26	PARKS-FINAL BILL-10/2016
6522	11/28/2016	Claims	2	93664	UNION GAP	50.00	BLD/PLN FILING FEE
6523	11/28/2016	Claims	2	93665	UNITED SALES INC	1,096.09	VALVE WRENCHES
6524	11/28/2016	Claims	2	93666	UNITED STATES POSTMASTER	790.10	UB STATEMENTS-11/2016
6525	11/28/2016	Claims	2	93667	WA STATE DEPT OF AGRICULTURE	99.00	PESTICIDE LICENSE RENEWAL; MCRAE, BUNTING, HENNESSY
6526	11/28/2016	Claims	2	93668	WA STATE DEPT OF HEALTH	84.00	WATERWORKS OPERATOR CERTIFICATION RENEWAL; HENNE; WATERWORKS OPERATOR CERTIFICATION RENEWAL; BUNTING
6527	11/28/2016	Claims	2	93669	WA STATE TREASURER	13,684.93	CJRS-10/2016

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:36 Date: 11/23/2016

Page: 5

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6528	11/28/2016	Claims	2	93670	WHITE GLOVE CLEANING SERVICES	1,932.00	PRE/POST CLEANING-BARN & AB - 10/2016
6529	11/28/2016	Claims	2	93671	YAKIMA BINDERY	109.31	LAMINATE 1 SIDE OF ART / SPECIAL ORDER; SIGN HOLDERS & PEN
6530	11/28/2016	Claims	2	93672	YAKIMA CITY TREASURER	1,552.32	2 NET MOTION LICENSES LAPTOP
6531	11/28/2016	Claims	2	93673	YAKIMA CO AUDITOR	99.00	UTILITY LIEN; UTILITY LIEN RELEASE & UTILITY LIEN RECORDING
6532	11/28/2016	Claims	2	93674	YAKIMA CO AUDITOR	33.00	UTILITY LIEN RELEASE
6533	11/28/2016	Claims	2	93675	YAKIMA CO DEPT OF CORRECTIONS	3,899.75	HOUSING/MEDICAL OCT 2016
6534	11/28/2016	Claims	2	93676	YAKIMA CO DISTRICT COURT	22,225.50	MUNICIPAL COURT OPERATIONS-11/2016
6535	11/28/2016	Claims	2	93677	YAKIMA CO FINANCIAL SERVICES	418.48	3RD QTR LIQUOR PROFITS
6536	11/28/2016	Claims	2	93678	YAKIMA CO PROSECUTING ATTORNEY	226.07	CVC-10/2016
6537	11/28/2016	Claims	2	93679	YAKIMA CO PUBLIC SERVICES	2,243.49	REGIONAL STORMWATER PROJECT BILLING #22; STORMWATER PERMIT #WAR046014
6538	11/28/2016	Claims	2	93680	YAKIMA CO PUBLIC SERVICES	1,000.00	2017 TRANSACTION MEMBERSHIP ASSESSMENT
6539	11/28/2016	Claims	2	93681	YAKIMA CO PUBLIC SERVICES	11,275.47	PLAN REVIEW & INSPECTION SERVICES 07/02-10/15/2016
6540	11/28/2016	Claims	2	93682	YAKIMA CO PUBLIC SERVICES	516.44	REGIONAL STORMWATER PROGRESS BILL #23
6541	11/28/2016	Claims	2	93683	YAKIMA CO PUBLIC SERVICES	84.00	LONGFIBRE RW TRANSACTION
6542	11/28/2016	Claims	2	93684	YAKIMA CO PUBLIC SERVICES	357.65	TRAFFIC COUNT; SERVICES TO THE CITY
6543	11/28/2016	Claims	2	93685	YAKIMA COOPERATIVE ASSN	704.11	#2 DIESEL DYED FOR BACK UP GENERATORS
6544	11/28/2016	Claims	2	93686	YAKIMA COOPERATIVE ASSN	40.45	JANITOR/CLERK FUEL-10/2016
6545	11/28/2016	Claims	2	93687	YAKIMA ECO, LLC	102.81	REFUND UTILITY DEPOSIT
6546	11/28/2016	Claims	2	93688	YAKIMA VALLEY CONFERENCE	1,822.81	PSA-PARKS PLAN GMA
6547	11/28/2016	Claims	2	93689	YAKIMA VALLEY SPORTS COMMISSION	5,000.00	4TH QTR SPORT MANAGEMENT CONTRACT 2016
6548	11/28/2016	Claims	2	93690	YAKIMA WASTE SYSTEMS	269.04	WASTE-10/01/16-10/31/16
6549	11/28/2016	Claims	2	93691	YAKIMA WELDERS SUPPLY INC	250.90	SAFETY SUPPLIES FOR TORCH CUTTER
6550	11/28/2016	Claims	2	93692	JESSE A WALRUFF	104.53	WELLNES-AWC RETRO

001 Current Expense Fund	96,476.90
101 Street Fund	64,491.25
106 Parks & Recreation Fund	6,627.45
107 Convention Center Reserve Fund	11,438.84

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:56:36 Date: 11/23/2016

MCAG #: 0853

01/01/2013 To: 11/30/2016

Page: 6

Trans Date	Type	Acct #	War #	Claimant	Amount	Memo
				108 Tourism Promotion Area Fund	3,772.25	
				112 Public Works Equipment Reserve Fund	138,645.20	
				114 Seniors Activity Fund	71.70	
				121 Street Development Reserve Fund	51,931.61	
				124 Infrastructure Reserve Fund	13,408.14	
				128 Transit System Fund	2,639.40	
				170 Housing Rehabilitation Fund	79.22	
				401 Water Fund	10,749.36	
				402 Garbage Fund	78,275.22	
				403 Sewer Fund	9,627.75	
				404 Water Improvement Reserve	22,060.46	
				405 Sewer Improvement Reserve	7,168.68	
				414 Water Deposits	1,662.20	
					<hr/>	
					519,125.63	Claims: 519,125.63

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:57 Date: 11/23/2016
Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6361	10/17/2016	Claims	2	EFT	US BANK - CHECKING	29.56	BANK ANALYSIS SERVICE CHARGE-10/2016
			001 - 514 23 49 00 - MISCELLANEOUS			29.56	
6386	10/13/2016	Claims	2	EFT	WA STATE DEPT OF L&I	0.22	QUARTERLY TAX - 3RD QUARTER 2016
			001 - 521 22 20 00 - PERSONNEL BENEFITS			0.22	
6390	10/25/2016	Claims	2	EFT	US BANK CARDMEMBER SVC		TESTING
6391	10/25/2016	Claims	2	EFT	US BANK CARDMEMBER SVC		TEST
6392	10/25/2016	Claims	2	EFT	US BANK CARDMEMBER SVC		TEST
6394	10/25/2016	Claims	2	EFT	US BANK CARDMEMBER SVC	1,909.13	FUEL, FLOOR LINER ETC; NLC COSTS, GO TO MY PC, CM ADVERTISEMENT; GO TO MY PC, LATE FEES, TACTICAL GEAR ETC
			001 - 511 60 31 01 - SUPPLIES			10.47	
			001 - 511 60 43 00 - TRAVEL			125.00	
			001 - 511 60 49 00 - MISCELLANEOUS			575.00	
			001 - 513 10 44 00 - ADVERTISING			375.00	
			001 - 513 10 49 01 - MISCELLANEOUS			7.31	
			001 - 514 23 42 00 - COMMUNICATIONS			14.00	
			001 - 514 23 49 00 - MISCELLANEOUS			20.45	
			001 - 514 23 49 00 - MISCELLANEOUS			66.60	
			001 - 514 23 49 00 - MISCELLANEOUS			2.43	
			001 - 514 30 42 00 - COMMUNICATIONS			14.00	
			001 - 514 30 49 00 - MISCELLANEOUS			24.88	
			001 - 521 10 43 00 - TRAVEL			33.60	
			001 - 521 10 43 00 - TRAVEL			222.12	
			001 - 521 10 49 00 - MISCELLANEOUS			6.84	
			001 - 521 21 31 00 - SUPPLIES			197.90	
			001 - 521 21 31 00 - SUPPLIES			134.19	
			001 - 521 21 32 00 - FUEL			13.45	
			001 - 521 21 49 00 - MISCELLANEOUS			15.74	
			001 - 521 30 49 00 - MISCELLANEOUS			10.00	
			001 - 521 40 43 00 - TRAVEL			16.55	
			001 - 521 40 43 00 - TRAVEL			0.50	
			401 - 534 50 49 00 - MISCELLANEOUS			2.00	
			101 - 542 30 49 00 - MISCELLANEOUS			21.10	
6444	11/28/2016	Claims	2	EFT	US BANK CARDMEMBER SVC	568.69	#9627 DHENNE REGISTRATION; INNOVATIONS & PARTNERSHIPS IN TRANSPORTATION; TRAUMA KIT 431; EMERGENCY EXIT ONLY SIGNS FOR PARK VENUES; YVLEA MEETING-11/2016; WELLNESS-AWC RETRO-10/2016
			001 - 517 91 43 00 - TRAVEL			127.85	
			001 - 521 10 43 00 - TRAVEL			14.66	
			001 - 521 22 31 00 - SUPPLIES			268.51	
			001 - 521 40 43 00 - TRAVEL			14.67	
			101 - 543 30 49 00 - MISCELLANEOUS			125.00	
			001 - 576 80 31 00 - SUPPLIES			18.00	
6327	11/14/2016	Claims	2	93582	CENTRAL WA AG MUSEUM	1,180.00	AG MUSEUM COORDINATOR-8/16;9/16;10/16/2016

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:57 Date: 11/23/2016

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			107 - 571 10 41 00 - PROF SVCS-AG MUSEUM			1,180.00	
6328	11/14/2016	Claims	2	93583	UNITED STATES POSTMASTER	939.37	HOLIDAY SHUTTLE-POSTAGE-PERMIT#1
			128 - 547 60 44 00 - ADVERTISING			939.37	
6356	11/15/2016	Claims	2	93584	INSLEE, BEST, COEZIE & RYDER, P.S.	8,406.79	EMPLOYMENT INVESTIGATION
			001 - 515 20 41 04 - PROFESSIONAL SERVICES			8,406.79	
6409	11/21/2016	Claims	2	93585	GOOD TO GO	12.20	TOLL FEE-CODE ENFORMENT VEHICLE
			001 - 524 20 49 00 - MISCELLANEOUS			6.10	
			001 - 558 60 49 00 - MISCELLANEOUS			6.10	
6445	11/28/2016	Claims	2	93587	A-LINE PAVING, LLC	4,602.90	DEMO PREP PAVING; 3RD AVENUE BRIDGE
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			4,602.90	
6446	11/28/2016	Claims	2	93588	ABC FIRE CONTROL INC 2009	203.66	#2013 VEHICLE; 2 FIRE EXTINGUISHERS
			112 - 594 34 64 12 - MACHINERY & EQUIPMEN			101.83	
			112 - 594 35 64 12 - MACHINERY & EQUIPMEN			101.83	
6447	11/28/2016	Claims	2	93589	ADVANCED DIGITAL IMAGING LLC	303.45	#2013 VEHICLE LOGO & DECALS
			112 - 594 34 64 12 - MACHINERY & EQUIPMEN			151.72	
			112 - 594 35 64 12 - MACHINERY & EQUIPMEN			151.73	
6448	11/28/2016	Claims	2	93590	ADVANCED TRAVEL EXP. FUND	597.29	ATR#1128; EV#5202 - CAVANAUGH; ATR#1255; EV#5197-LOPEZ; ATR# 1127; EV 5204 - LOPEZ; ATR# 1126; EV# 1126 - WALRUFF
			001 - 514 30 43 00 - TRAVEL			223.56	
			001 - 517 91 43 00 - TRAVEL			153.36	
			001 - 517 91 43 00 - TRAVEL			153.36	
			001 - 524 20 43 00 - TRAVEL			33.51	
			001 - 558 60 43 00 - TRAVEL			33.50	
6449	11/28/2016	Claims	2	93591	ATLAS STAFFING INC	577.60	SEASONAL PARKS-WK ENDING-11/06/2016
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			577.60	
6450	11/28/2016	Claims	2	93592	BASIN DISPOSAL OF YAKIMA LLC	77,042.53	GA/RCY-10/22/16-11/21/16
			402 - 537 60 49 00 - CONTRACTED SERVICES			77,042.53	
6451	11/28/2016	Claims	2	93593	MONICA BELTRAN	150.00	CLEANING DEPOSIT REFUND-ACTIVITIES BUILDING
			001 - 589 00 00 00 - PARK DEPOSIT REFUND			150.00	
6452	11/28/2016	Claims	2	93594	BLUMENTHAL UNIFORMS	252.79	PATCHES/SERVING SINCE PINS
			001 - 521 22 21 00 - UNIFORMS & EQUIPMENT			252.79	
6453	11/28/2016	Claims	2	93595	MONICA BROWN	150.00	CLEANING DEPOSIT REFUND-BARN
			001 - 589 00 00 00 - PARK DEPOSIT REFUND			150.00	
6454	11/28/2016	Claims	2	93596	MELISSA BURK	137.76	Refund Utility Deposit
			414 - 586 00 04 14 - DEPOSIT REFUND			137.76	Refund Utility Deposit
6455	11/28/2016	Claims	2	93597	BUSTOS MEDIA	45.00	UNION GAP TRANSIT/RADIO AD-10/2016
			128 - 547 60 44 00 - ADVERTISING			45.00	

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:57 Date: 11/23/2016
Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6456	11/28/2016	Claims	2	93598	CANON SOLUTIONS AMERICA	187.85	COPIER MAINTENANCE OCT 2016
					001 - 528 80 48 00 - REPAIRS & MAINTENANCE	187.85	
6457	11/28/2016	Claims	2	93599	CAREY MOTORS	196.85	LOF VEH 23 & 19/REPLACE RIGHT HEADLAMP BULB VEH 1; LOF VEH 3/LOF AND OIL/OIL FILTER CHANGE VEH
					001 - 521 10 48 00 - REPAIRS & MAINTENANCE	28.08	
					001 - 521 10 48 00 - REPAIRS & MAINTENANCE	29.16	
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	82.74	
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	56.87	
6458	11/28/2016	Claims	2	93600	CASCADE ANALYTICAL INC	1,450.19	DRINKING WATER ANALYTICAL REPORTS & WASTEWATER ANALYTICAL REPORTS
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	340.93	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	1,109.26	
6459	11/28/2016	Claims	2	93601	CASCADE INDUSTRIAL & HYD LLC	26.96	#2013 VEHICLE SPLICE HOSE
					112 - 594 34 64 12 - MACHINERY & EQUIPMEN	13.48	
					112 - 594 35 64 12 - MACHINERY & EQUIPMEN	13.48	
6460	11/28/2016	Claims	2	93602	CASCADE NATURAL GAS CORP	395.54	NATURAL GAS OCT 2016; CH/FD-10/05/16-11/01/2016; 4401 MAIN ST & 4401 1/2 - 10/05/16-11/01/2016
					001 - 518 20 47 00 - UTILITIES/CITY HALL	50.75	
					001 - 521 50 47 00 - UTILITIES	63.79	
					001 - 522 20 47 00 - PUBLIC UTILITY SERVICES	79.75	
					403 - 535 50 47 00 - UTILITIES	39.46	
					402 - 537 50 47 00 - UTILITIES	161.79	
6461	11/28/2016	Claims	2	93603	CENTRAL WA AG MUSEUM	1,337.50	SOCIAL MEDIA BOOST-10/2016; AG MUSEUM COORDINATOR-10/2016
					107 - 571 10 41 00 - PROF SVCS-AG MUSEUM	350.00	
					107 - 571 10 41 00 - PROF SVCS-AG MUSEUM	987.50	
6462	11/28/2016	Claims	2	93604	CENTRAL WA ANTIQUE FARM EQUIP CLUB	1,897.25	PIONEER POWER SHOW-TV/RADIO AD
					108 - 557 30 44 03 - POWER SHOW ADVERTISING	1,897.25	
6463	11/28/2016	Claims	2	93605	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKETING & SALES-11/2016
					108 - 557 30 44 01 - STATE FAIR PARK SALES F	1,875.00	
6464	11/28/2016	Claims	2	93606	CENTURY LINK	48.01	SHOP FAX-10/16-11/26/2016
					401 - 534 50 42 00 - COMMUNICATION	12.00	
					403 - 535 50 42 00 - COMMUNICATION	12.00	
					402 - 537 50 42 00 - COMMUNICATION	12.00	
					101 - 543 30 42 00 - COMMUNICATION	12.01	
6465	11/28/2016	Claims	2	93607	CENTURY LINK	643.42	AG MUSEUM-11/2016; WATER TELEMETRY-10/23/16-11/23/16; FD-11/2016; CH FAX-11/2016
					001 - 511 60 42 01 - COMMUNICATION	2.99	
					001 - 511 60 42 01 - COMMUNICATION	2.92	
					001 - 512 50 42 00 - COMMUNICATION		
					001 - 513 10 42 01 - COMMUNICATION	2.45	
					001 - 513 10 42 01 - COMMUNICATION	2.42	
					001 - 514 23 42 00 - COMMUNICATIONS	3.65	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:56:57 Date: 11/23/2016

MCAG #: 0853

01/01/2013 To: 11/30/2016

Page: 4

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			001 - 514 23 42 00 -		COMMUNICATIONS	3.60	
			001 - 514 30 42 00 -		COMMUNICATIONS	3.65	
			001 - 514 30 42 00 -		COMMUNICATIONS	3.60	
			001 - 515 30 42 00 -		COMMUNICATION	5.98	
			001 - 515 30 42 00 -		COMMUNICATION	5.90	
			001 - 524 20 42 00 -		COMMUNICATION	7.53	
			001 - 524 20 42 00 -		COMMUNICATION	7.43	
			401 - 534 50 42 00 -		COMMUNICATION	360.30	
			401 - 534 50 42 00 -		COMMUNICATION	5.98	
			401 - 534 50 42 00 -		COMMUNICATION	5.90	
			403 - 535 50 42 00 -		COMMUNICATION	5.98	
			403 - 535 50 42 00 -		COMMUNICATION	5.90	
			402 - 537 50 42 00 -		COMMUNICATION	7.53	
			402 - 537 50 42 00 -		COMMUNICATION	7.43	
			101 - 543 30 42 00 -		COMMUNICATION	5.98	
			101 - 543 30 42 00 -		COMMUNICATION	5.90	
			001 - 558 60 42 00 -		COMMUNICATION	8.05	
			001 - 558 60 42 00 -		COMMUNICATION	7.95	
			107 - 571 10 42 00 -		COMMUNICATION-AG MU:	164.40	
6466	11/28/2016	Claims	2	93608	CINTAS CORP #605	233.60	MAT, MOP & SERVICE CHARGE; SR CENTER MOP & MAT SVC
					001 - 518 31 45 00 - OPERATING RENTALS & LJ	126.74	
					001 - 571 21 45 00 - OPERATING RENTALS & LJ	106.86	
6467	11/28/2016	Claims	2	93609	CITI CARDS	13.23	BACKGROUND CHECK; WATER FOR COUNCIL; REFRESHMENT FOR LONGFIBRE & CAHALAN SKATEPARK.; LONGFIBRE EXTENSION GROUND BREAKING FOOD.; CLERK TREAS. ESSENTIALS-2016; WFOA CONF-2016; CITY COUNCILS IPAD COVERS/
					001 - 511 60 31 01 - SUPPLIES	11.96	
					001 - 511 60 31 01 - SUPPLIES	309.78	
					001 - 511 60 43 00 - TRAVEL	-782.79	
					001 - 514 23 43 00 - TRAVEL	67.61	
					001 - 514 23 43 00 - TRAVEL	45.67	
					001 - 514 30 43 00 - TRAVEL	67.61	
					401 - 534 50 42 00 - COMMUNICATION	12.94	
					001 - 571 21 44 00 - ADVERTISING	150.00	
					001 - 576 80 49 00 - MISCELLANEOUS	12.00	
					106 - 594 10 31 06 - SKATEPARK SUPPLIES	28.45	
					121 - 595 10 31 21 - LONFIBRE EXT SUPPLIES	35.45	
					121 - 595 10 31 21 - LONFIBRE EXT SUPPLIES	54.55	
6468	11/28/2016	Claims	2	93610	CLASSIC PRINTING	1,071.13	HOLIDAY SHUTTLE/UG TRANSIT/MEDSTAR; UB STATEMENTS-10/2016; OPEN HOUSE LETTER-2016
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	56.74	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	56.74	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	56.74	
					128 - 547 60 44 00 - ADVERTISING	781.89	
					001 - 576 80 31 00 - SUPPLIES	119.02	
6469	11/28/2016	Claims	2	93611	COLEMAN OIL COMPANY	2,452.76	FUEL
					403 - 531 30 32 00 - STORMWATER FUEL	46.23	
					401 - 534 50 32 00 - FUEL	567.83	
					403 - 535 50 32 00 - FUEL	474.69	
					402 - 537 50 32 00 - FUEL	4.02	
					101 - 542 30 32 00 - FUEL	149.96	
					101 - 542 30 32 00 - FUEL	5.58	
					101 - 542 66 32 00 - FUEL	424.57	
					101 - 542 67 32 00 - FUEL	120.85	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:56:57 Date: 11/23/2016

MCA# #: 0853

01/01/2013 To: 11/30/2016

Page: 5

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			101 - 542 70 32 00 - FUEL			275.98	
			101 - 542 90 32 00 - FUEL CONSUMED			15.10	
			128 - 547 60 32 00 - FUEL CONSUMED			99.60	
			001 - 576 80 32 00 - FUEL			268.35	
6470	11/28/2016	Claims	2	93612	COMMERCIAL TIRE	2,499.43	#1021 TIRES; #1012 TIRES
			403 - 531 30 48 00 - STORMWATER REPAIRS &			162.73	
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			565.85	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			922.15	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			212.18	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			212.18	
			101 - 542 66 48 00 - REPAIRS & MAINTENANCE			70.73	
			101 - 542 67 48 00 - REPAIRS & MAINTENANCE			70.73	
			101 - 542 70 48 00 - REPAIRS & MAINTENANCE			212.18	
			128 - 547 60 48 00 - REPAIRS & MAINTENANCE			70.70	
6471	11/28/2016	Claims	2	93613	DEX MEDIA	298.18	PARK AD-11/01/16-11/30/16
			001 - 576 80 44 00 - ADVERTISING			298.18	
6472	11/28/2016	Claims	2	93614	FASTENAL	388.84	SUPPLIES
			401 - 534 50 31 00 - SUPPLIES			285.79	
			401 - 534 50 31 00 - SUPPLIES			20.61	
			403 - 535 50 31 00 - SUPPLIES			20.61	
			402 - 537 50 31 00 - SUPPLIES			20.61	
			101 - 542 30 31 00 - SUPPLIES			20.61	
			001 - 576 80 31 00 - SUPPLIES			20.61	
6473	11/28/2016	Claims	2	93615	FIRESTONE TIRE & SERVICE CTRS	119.02	VEH 17 WINTER TIRE CHANGEOVER/WHEEL PAINTING VEH 18 WHEEL PAINTING
			001 - 521 22 48 00 - REPAIRS & MAINTENANCE			119.02	
6474	11/28/2016	Claims	2	93616	FLINT TRADING INC	10,769.27	STREET HEAT TAPE
			101 - 542 64 31 00 - SUPPLIES			10,769.27	
6475	11/28/2016	Claims	2	93617	FOSTER PEPPER PLLC	36,385.92	PRINTING PRESS PROPERTIES; PRINTING PRESS PROPERTIES
			101 - 543 30 41 00 - PROFESSIONAL SERVICES			7,747.81	
			101 - 543 30 41 00 - PROFESSIONAL SERVICES			28,638.11	
6476	11/28/2016	Claims	2	93618	FRANKS OK TIRE STORE	4,343.04	#1007 & #1020 TIRES; #1010 & PARKS VEHICLES
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			437.37	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			164.01	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			164.01	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			700.73	
			101 - 542 66 48 00 - REPAIRS & MAINTENANCE			54.67	
			101 - 542 66 48 00 - REPAIRS & MAINTENANCE			700.73	
			101 - 542 67 48 00 - REPAIRS & MAINTENANCE			54.67	
			101 - 542 70 48 00 - REPAIRS & MAINTENANCE			79.51	
			101 - 542 70 48 00 - REPAIRS & MAINTENANCE			164.01	
			101 - 542 70 48 00 - REPAIRS & MAINTENANCE			700.72	
			101 - 542 90 48 00 - REPAIRS & MAINTENANCE			23.85	
			128 - 547 60 48 00 - REPAIRS & MAINTENANCE			39.75	
			128 - 547 60 48 00 - REPAIRS & MAINTENANCE			54.69	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			651.97	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			118.77	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			233.58	
6477	11/28/2016	Claims	2	93619	FREEDOM TRUCK CENTERS	1,060.92	#2007 BRAKE VALVE REPAIR
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			159.14	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			159.14	
			101 - 542 66 48 00 - REPAIRS & MAINTENANCE			530.46	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:56:57 Date: 11/23/2016

MCA# #: 0853

01/01/2013 To: 11/30/2016

Page: 6

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			101 - 542 70 48 00 - REPAIRS & MAINTENANCE			106.09	
			128 - 547 60 48 00 - REPAIRS & MAINTENANCE			53.05	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			53.04	
6478	11/28/2016	Claims	2	93620	G.S. LONG CO., INC.	332.43	BROMACIL 40/40 KROVAR; DIREX
			101 - 542 70 31 00 - SUPPLIES			332.43	
6479	11/28/2016	Claims	2	93621	JAVIER GALINDO	300.00	CLEANING DEPOSIT REFUND-AB
			001 - 589 00 00 00 - PARK DEPOSIT REFUND			300.00	
6480	11/28/2016	Claims	2	93622	GAP AUTO PARTS	460.60	#1020 BLADES; PK CABLE & SPARK PLUGS; #1008 MAINTENANCE SUPPLIES; #2013 FLASHERS; #2013 , #1012 & SHOP SUPPLIES
			403 - 531 30 48 00 - STORMWATER REPAIRS &			2.21	
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			7.41	
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			33.23	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			2.78	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			33.23	
			402 - 537 50 48 00 - REPAIRS & MAINTENANCE			33.23	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			2.78	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			36.16	
			101 - 542 66 48 00 - REPAIRS & MAINTENANCE			0.93	
			101 - 542 67 48 00 - REPAIRS & MAINTENANCE			0.93	
			101 - 542 70 48 00 - REPAIRS & MAINTENANCE			2.78	
			101 - 542 70 48 00 - REPAIRS & MAINTENANCE			2.22	
			101 - 542 90 48 00 - REPAIRS & MAINTENANCE			6.66	
			128 - 547 60 48 00 - REPAIRS & MAINTENANCE			0.91	
			128 - 547 60 48 00 - REPAIRS & MAINTENANCE			4.44	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			78.03	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			28.85	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			33.23	
			112 - 594 34 64 12 - MACHINERY & EQUIPMEN			13.79	
			112 - 594 34 64 12 - MACHINERY & EQUIPMEN			61.50	
			112 - 594 35 64 12 - MACHINERY & EQUIPMEN			13.79	
			112 - 594 35 64 12 - MACHINERY & EQUIPMEN			61.51	
6481	11/28/2016	Claims	2	93623	JOSE D GARCIA JR	39.16	REFUND UTILITY DEPOSIT
			414 - 586 00 04 14 - DEPOSIT REFUND			39.16	
6482	11/28/2016	Claims	2	93624	GE CAPITAL	419.25	KROCERA TASKALFA-11/01/16-11/30/16
			001 - 511 60 45 00 - OPERATING RENTALS & LI			6.90	
			001 - 513 10 45 00 - OPERATING RENTALS & LI			0.58	
			001 - 514 23 45 00 - OPERATING RENTALS & LI			89.59	
			001 - 514 30 45 00 - OPERATING RENTALS & LI			88.72	
			001 - 518 20 45 00 - OPERATING LEASES			0.07	
			001 - 521 10 45 00 - OPERATING LEASES & RE			1.94	
			001 - 524 20 45 00 - OPERATING RENTALS & LI			33.24	
			401 - 534 50 45 00 - OPERATING RENTALS & LI			49.17	
			403 - 535 50 45 00 - OPERATING RENTALS & LI			49.16	
			402 - 537 50 45 00 - OPERATING RENTALS & LI			49.17	
			101 - 543 30 45 00 - OPERATING RENTALS & LI			49.17	
			001 - 558 60 45 00 - OPERATING RENTALS & LI			0.02	
			001 - 571 21 45 00 - OPERATING RENTALS & LI			0.01	
			001 - 576 80 45 00 - OPERATING RENTALS & LI			1.51	
6483	11/28/2016	Claims	2	93625	GEARJAMMER	1,451.47	PD FUEL OCT 16-31 2016
			001 - 521 10 32 00 - FUEL			101.32	
			001 - 521 21 32 00 - FUEL			125.27	
			001 - 521 22 32 00 - FUEL			1,224.88	
6484	11/28/2016	Claims	2	93626	GENE WEINMANN CONSULTING	79.22	CDBG REHAB COORDINATOR & OFFICE SUPPLY-11/2016

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:57 Date: 11/23/2016
Page: 7

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			170 - 559 20 31 00 - SUPPLIES			0.47	
			170 - 559 20 41 00 - PROFESSIONAL SERVICES			78.75	
6485	11/28/2016	Claims	2	93627	GRANITE CONSTRUCTION CO	439.20	7.20 TONS CLASS G - ASPHALT MIX
			101 - 542 30 31 00 - SUPPLIES			439.20	
6486	11/28/2016	Claims	2	93628	GRANT J HUNT CO	4,050.00	UG TRANSIT AD-POSTER; RACK CARD; BUSBOARD; DESIGN & MARKETING-10/2016
			128 - 547 60 44 00 - ADVERTISING			550.00	
			107 - 557 30 41 01 - GRANT J. HUNT COL			3,500.00	
6487	11/28/2016	Claims	2	93629	H.D. FOWLER COMPANY	2,960.48	WATER SUPPLIES; CHURCH ON MEAD AVENUE; STOCK WATER SUPPLIES
			401 - 534 50 31 00 - SUPPLIES			1,060.24	
			401 - 534 50 31 00 - SUPPLIES			1,900.24	
6488	11/28/2016	Claims	2	93630	HD SUPPLY WATERWORKS LTD	2,690.53	HYDRANT METERS
			401 - 534 50 31 00 - SUPPLIES			2,690.53	
6489	11/28/2016	Claims	2	93631	HLA ENGINEERING & LAND SURVEYING INC	102,320.89	PROFESSIONAL ENGINEERING / LAND SURVEYING; THRU 10.31.16; 2016 GENERAL SERVICES THRU 10.31.16; AHTANUM YOUTH PK RCO
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			198.50	
			404 - 534 50 41 37 - PROF SERVICES-WATER C			19,849.50	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			198.50	
			101 - 543 30 41 00 - PROFESSIONAL SERVICES			930.00	
			404 - 594 10 41 21 - BORTON ANNEX WA EXT-I			2,210.96	
			106 - 594 10 41 38 - RCO GRANT-ENGINEERING			6,599.00	
			405 - 594 35 64 05 - SEWER SYSTEM IMPROVEI			6,038.68	
			405 - 594 38 64 25 - MAIN ST STORM DRAINAC			200.00	
			405 - 594 38 64 25 - MAIN ST STORM DRAINAC			930.00	
			124 - 595 10 41 26 - BELTWAY CONNECTOR-PF			1,352.50	
			124 - 595 10 41 27 - MAIN ST IMPR REVIT PHA			1,568.00	
			124 - 595 10 41 30 - S 14TH ST IMPR-PROF SERV			2,635.00	
			121 - 595 10 41 31 - VMB/GOODMAN RD SIGNA			2,897.83	
			124 - 595 10 41 32 - MAIN ST REVIT PEDESTRI			170.00	
			124 - 595 10 41 39 - PAVEMENT MANAGEMEN			7,682.64	
			121 - 595 30 64 06 - LONGFIBRE EXT/WIDE HO			48,859.78	
6490	11/28/2016	Claims	2	93632	HUMANE SOCIETY OF	2,747.00	ANIMAL CONTROL SERVICES OCT 2016
			001 - 554 30 41 00 - PROF SERVICES-ANIMAL C			2,747.00	
6491	11/28/2016	Claims	2	93633	INTERNATIONAL PAPER - MS #2	217.88	REFUND UTILITY DEPOSIT
			414 - 586 00 04 14 - DEPOSIT REFUND			217.88	
6492	11/28/2016	Claims	2	93634	IRON HORSE REAL	200.00	SE & WA PIPELINES UNDER BNSF MP 85 & 86
			401 - 534 50 49 00 - MISCELLANEOUS			100.00	
			403 - 535 50 49 00 - MISCELLANEOUS			100.00	
6493	11/28/2016	Claims	2	93635	JESSICA KISNER	104.93	Refund Utility Deposit
			414 - 586 00 04 14 - DEPOSIT REFUND			104.93	Refund Utility Deposit
6494	11/28/2016	Claims	2	93636	LAW OFFICES OF MARGITA DORNAY	10,000.00	PROSECUTING ATTORNEY-11/2016
			001 - 515 20 41 02 - PROF SERVICES - PROS. AT			10,000.00	

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:57 Date: 11/23/2016

Page: 8

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6495	11/28/2016	Claims	2	93637	LOGIC BEACH INC	567.00	INTELLILOGGER IL MINI DATA LOGGER INSTRUMENT & SUPPLIES
					403 - 535 50 35 00 - SMALL TOOLS & EQUIPME	567.00	
6496	11/28/2016	Claims	2	93638	LOWES COMPANY INC	179.39	VEHICLE / EQUIPMENT MAINTENANCE SUPPLIES; HAND SOAP; FEBREZE & HAND TOWELS
					401 - 534 50 31 00 - SUPPLIES	10.92	
					403 - 535 50 31 00 - SUPPLIES	10.92	
					402 - 537 50 31 00 - SUPPLIES	10.92	
					101 - 542 30 31 00 - SUPPLIES	10.92	
					001 - 576 80 31 00 - SUPPLIES	10.92	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	124.79	
6497	11/28/2016	Claims	2	93639	LOWES COMPANY INC	29.84	CEMENT FOR BASKETBALL HOOP/FD
					001 - 522 20 31 00 - SUPPLIES	29.84	
6498	11/28/2016	Claims	2	93640	MCKINNEY GLASS	344.46	#1015 WINDOW GREEN TINT
					401 - 534 50 31 00 - SUPPLIES	11.62	
					403 - 535 50 31 00 - SUPPLIES	289.27	
					101 - 542 30 31 00 - SUPPLIES	5.81	
					101 - 542 66 31 00 - SUPPLIES	5.81	
					101 - 542 70 31 00 - SUPPLIES	31.95	
6499	11/28/2016	Claims	2	93641	MORTONS SUPPLY	3.06	SUPPLIES & FINANCE CHARGE PAST DUE
					001 - 576 80 31 00 - SUPPLIES	3.06	
6500	11/28/2016	Claims	2	93642	NATIONAL BARRICADE CO	229.11	SIGNS
					101 - 542 64 31 00 - SUPPLIES	229.11	
6501	11/28/2016	Claims	2	93643	NEOFUNDS BY NEOPOST	1,000.00	POSTAGE-11/2016
					001 - 511 60 42 01 - COMMUNICATION	0.34	
					001 - 514 23 42 00 - COMMUNICATIONS	170.07	
					001 - 514 30 42 00 - COMMUNICATIONS	175.97	
					001 - 521 10 42 00 - COMMUNICATION	53.98	
					001 - 524 20 42 00 - COMMUNICATION	95.85	
					401 - 534 50 42 00 - COMMUNICATION	123.89	
					403 - 535 50 42 00 - COMMUNICATION	123.89	
					402 - 537 50 42 00 - COMMUNICATION	123.90	
					101 - 543 30 42 00 - COMMUNICATION	123.89	
					001 - 571 21 42 00 - COMMUNICATION	3.57	
					001 - 576 80 42 00 - COMMUNICATION	4.65	
6502	11/28/2016	Claims	2	93644	ROBERT R NORTHCOTT	505.00	FTC-PUBLIC DEFENDER
					001 - 515 20 41 03 - PROF SERVICES-PUBLIC D	505.00	
6503	11/28/2016	Claims	2	93645	NORTHEND TRUCK EQUIP CO	141,211.16	#2013, #2014 & #2006 EQUIPMENT ITEMS
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	3,250.62	
					112 - 594 34 64 12 - MACHINERY & EQUIPMEN	46,049.00	
					112 - 594 35 62 00 - BUILDING & STRUCTURES	80,000.00	
					112 - 594 35 64 12 - MACHINERY & EQUIPMEN	6,049.00	
					112 - 595 35 64 00 - MACHINERY & EQUIPMEN	5,862.54	
6504	11/28/2016	Claims	2	93646	OFFICE DEPOT-CITY HALL	102.36	CLASP ENVELOPES; GEL PENS; FLAGS; POST-IT; HIGHLIGHTERS; NOTE POP UPS.MOUSE PADS(2); BELL FOR PW/ CED RECEPTION AREA; AIR FRESHENERS
					001 - 514 23 31 00 - SUPPLIES	7.54	
					001 - 514 23 31 00 - SUPPLIES	31.55	
					001 - 514 30 31 00 - SUPPLIES	31.54	
					001 - 524 20 31 00 - SUPPLIES	0.90	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:56:57 Date: 11/23/2016

MCAG #: 0853

01/01/2013 To: 11/30/2016

Page: 9

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
					401 - 534 50 31 00 - SUPPLIES	0.90	
					401 - 534 50 31 00 - SUPPLIES	5.09	
					403 - 535 50 31 00 - SUPPLIES	0.89	
					403 - 535 50 31 00 - SUPPLIES	5.09	
					402 - 537 50 31 00 - SUPPLIES	0.89	
					402 - 537 50 31 00 - SUPPLIES	5.09	
					101 - 542 30 31 00 - SUPPLIES	0.89	
					101 - 542 30 31 00 - SUPPLIES	5.11	
					001 - 558 60 31 00 - SUPPLIES	0.90	
					001 - 576 80 31 00 - SUPPLIES	0.89	
					001 - 576 80 31 00 - SUPPLIES	5.09	
6505	11/28/2016	Claims	2	93647	OFFICE SOLUTIONS NORTHWEST	189.11	INK CRTG; INK CRTG'S; COPY PAPER
					001 - 511 60 31 01 - SUPPLIES	1.25	
					001 - 513 10 31 00 - SUPPLIES	22.69	
					001 - 513 10 31 00 - SUPPLIES	90.77	
					001 - 513 10 31 00 - SUPPLIES	0.10	
					001 - 514 23 31 00 - SUPPLIES	16.17	
					001 - 514 30 31 00 - SUPPLIES	16.01	
					001 - 518 20 31 00 - SUPPLIES	0.02	
					001 - 521 10 31 00 - SUPPLIES	0.35	
					001 - 524 20 31 00 - SUPPLIES	6.00	
					401 - 534 50 31 00 - SUPPLIES	8.87	
					403 - 535 50 31 00 - SUPPLIES	8.87	
					402 - 537 50 31 00 - SUPPLIES	8.87	
					101 - 543 30 31 00 - SUPPLIES	8.87	
					001 - 576 80 31 00 - SUPPLIES	0.27	
6506	11/28/2016	Claims	2	93648	OVERHEAD DOOR OF YAKIMA	318.52	SERVICE AND REPAIR SHOP DOORS
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	63.70	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	63.70	
					402 - 537 50 48 00 - REPAIRS & MAINTENANCE	63.70	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	63.72	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	63.70	
6507	11/28/2016	Claims	2	93649	PACIFIC POWER	3,025.03	PD POWER OCT 2016; TRAFFIC LIGHTS-10/2016; LIFT STATION-10/2016; CH/FD-10/2016; AG MUSEUM-9/29-10/28/16
					001 - 518 20 47 00 - UTILITIES/CITY HALL	774.89	
					001 - 521 50 47 00 - UTILITIES	330.38	
					403 - 535 50 47 00 - UTILITIES	1,309.22	
					101 - 542 64 47 00 - UTILITIES	353.60	
					107 - 571 10 47 00 - UTILITIES-AG MUSEUM	256.94	
6508	11/28/2016	Claims	2	93650	PEPSI COLA - YAKIMA	96.80	PD WATER/RENT OCT 2016
					001 - 521 22 31 00 - SUPPLIES	84.80	
					001 - 521 22 45 00 - OPERATING RENTALS & LI	12.00	
6509	11/28/2016	Claims	2	93651	PETTY CASH	21.57	MISC RECEIPTS - 11/2016
					001 - 511 60 49 00 - MISCELLANEOUS	20.00	
					001 - 513 10 42 01 - COMMUNICATION	0.21	
					401 - 534 50 42 00 - COMMUNICATION	1.36	
6510	11/28/2016	Claims	2	93652	PROTECTION ONE	34.18	ALARM MONITORING-11/01/16-11/30/16
					001 - 518 31 41 00 - PROFESSIONAL SERVICES	17.80	
					001 - 524 20 41 00 - PROFESSIONAL SERVICES	2.33	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	2.33	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	2.33	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	2.40	
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	2.33	

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:57 Date: 11/23/2016
Page: 10

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			001 - 558 60 41 00		PROFESSIONAL SERVICES	2.33	
			001 - 576 80 41 00		PROFESSIONAL SERVICES	2.33	
6511	11/28/2016	Claims	2	93653	REPUBLIC PUBLISHING CO	444.12	HOLIDAY BAZAAR AD-2016; 2017 PRELIMINARY BUDGET HEARING; 2017 LTAC ADVISORY COMMITTEE BUDGET HEARING; 2017 BUDGET HEARING AD
			001 - 511 60 44 01		ADVERTISING	68.58	
			001 - 514 23 44 00		ADVERTISING	151.92	
			001 - 514 23 44 00		ADVERTISING	151.92	
			114 - 571 21 44 14		ADVERTISEMENT - SR CTR	71.70	
6512	11/28/2016	Claims	2	93654	SUSANA SAUCEDO	300.00	CLEANIND DEPOSIT REFUND-AB
			001 - 589 00 00 00		PARK DEPOSIT REFUND	300.00	
6513	11/28/2016	Claims	2	93655	WILLIAM SCHULER III	1,295.00	PUBLIC DEFENDER-10/2016
			001 - 515 20 41 03		PROF SERVICES-PUBLIC D	1,295.00	
6514	11/28/2016	Claims	2	93656	SHAWN HYATT EXCAVATING	1,059.66	Refund Utility Deposit
			414 - 586 00 04 14		DEPOSIT REFUND	1,059.66	Refund Utility Deposit
6515	11/28/2016	Claims	2	93657	SIX ROBBLEES INC	11.35	7 WAY RV PLASTIC CONNECTOR
			403 - 535 50 31 00		SUPPLIES	4.00	
			403 - 535 50 31 00		SUPPLIES	4.00	
			101 - 542 30 31 00		SUPPLIES	3.35	
6516	11/28/2016	Claims	2	93658	DON C. SMITH	318.19	LEOFF 1 RETIREE RX
			001 - 521 10 22 00		LEOFF 1 BENEFITS	318.19	
6517	11/28/2016	Claims	2	93659	SPLASH EXPRESS AUTO SERVICES LLC	6.53	CAR WASH
			401 - 534 50 31 00		SUPPLIES	2.18	
			403 - 535 50 31 00		SUPPLIES	2.18	
			101 - 542 30 31 00		SUPPLIES	2.17	
6518	11/28/2016	Claims	2	93660	SUPPLYWORKS	129.29	ICE MELT
			101 - 542 66 31 00		SUPPLIES	129.29	
6519	11/28/2016	Claims	2	93661	THE VINE VENUE INC	812.50	VENUE MANAGEMENT-10/1/2016-10/08/ 2016; VENUE MANAGEMENT-10/22/2016; VENUE MANAGEMENT-10/29-11/12/16
			001 - 576 80 41 01		PROF SVC- VENUE MANAC	298.75	
			001 - 576 80 41 01		PROF SVC- VENUE MANAC	233.75	
			001 - 576 80 41 01		PROF SVC- VENUE MANAC	280.00	
6520	11/28/2016	Claims	2	93662	TRUE LAW GROUP, PS	3,170.00	PUBLIC DEFENDER
			001 - 515 20 41 03		PROF SERVICES-PUBLIC D	3,170.00	
6521	11/28/2016	Claims	2	93663	UNION GAP WATER FUND & SEWER	35.26	PARKS-FINAL BILL-10/2016
			001 - 576 80 47 00		UTILITIES	35.26	
6522	11/28/2016	Claims	2	93664	UNION GAP	50.00	BLD/PLN FILING FEE
			001 - 524 20 49 00		MISCELLANEOUS	25.00	
			001 - 558 60 49 00		MISCELLANEOUS	25.00	
6523	11/28/2016	Claims	2	93665	UNITED SALES INC	1,096.09	VALVE WRENCHES
			401 - 534 50 35 00		SMALL TOOLS & EQUIPME	1,096.09	
6524	11/28/2016	Claims	2	93666	UNITED STATES POSTMASTER	790.10	UB STATEMENTS-11/2016
			401 - 534 50 42 00		COMMUNICATION	263.37	

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:57 Date: 11/23/2016

Page: 11

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			403 - 535 50 42 00 -		COMMUNICATION	263.37	
			402 - 537 50 42 00 -		COMMUNICATION	263.36	
6525	11/28/2016	Claims	2	93667	WA STATE DEPT OF AGRICULTURE	99.00	PESTICIDE LICENSE RENEWAL; MCRAE, BUNTING, HENNESSY
			101 - 542 70 49 00 -		MISCELLANEOUS	66.00	
			001 - 576 80 49 00 -		MISCELLANEOUS	33.00	
6526	11/28/2016	Claims	2	93668	WA STATE DEPT OF HEALTH	84.00	WATERWORKS OPERATOR CERTIFICATION RENEWAL; HENNE; WATERWORKS OPERATOR CERTIFICATION RENEWAL; BUNTING
			401 - 534 50 49 00 -		MISCELLANEOUS	42.00	
			401 - 534 50 49 00 -		MISCELLANEOUS	42.00	
6527	11/28/2016	Claims	2	93669	WA STATE TREASURER	13,684.93	CJRS-10/2016
			001 - 586 00 04 00 -		PSEA 1 STATE SHARE	6,500.86	
			001 - 586 00 05 00 -		PSEA 2 STATE SHARE	3,577.80	
			001 - 586 00 06 00 -		PSEA 3 STATE SHARE	130.06	
			001 - 586 00 07 00 -		CRIME LAB/BREATH ST SH	107.33	
			001 - 586 00 08 00 -		JIS STATE SHARE	1,973.31	
			001 - 586 00 09 00 -		SCH ZONE SAFETY ST SHA	285.96	
			001 - 586 00 10 00 -		TRAUMA CARE STATE SH/	449.85	
			001 - 586 00 13 00 -		AUTO THEFT PREVENTION	659.76	
6528	11/28/2016	Claims	2	93670	WHTE GLOVE CLEANING SERVICES	1,932.00	PRE/POST CLEANING-BARN & AB - 10/2016
			001 - 571 21 48 00 -		REPAIRS & MAINTENANCE	224.00	
			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	1,708.00	
6529	11/28/2016	Claims	2	93671	YAKIMA BINDERY	109.31	LAMINATE 1 SIDE OF ART / SPECIAL ORDER; SIGN HOLDERS & PEN
			001 - 511 60 31 01 -		SUPPLIES	48.72	
			403 - 535 50 49 00 -		MISCELLANEOUS	60.59	
6530	11/28/2016	Claims	2	93672	YAKIMA CITY TREASURER	1,552.32	2 NET MOTION LICENSES LAPTOP
			001 - 594 13 64 00 -		MACHINERY & EQUIPMEN	773.28	
			001 - 594 24 64 00 -		MACHINERY & EQUIPMEN	389.52	
			001 - 594 58 64 00 -		MACHINERY & EQUIPMEN	389.52	
6531	11/28/2016	Claims	2	93673	YAKIMA CO AUDITOR	99.00	UTILITY LIEN;UTILITY LIEN RELEASE & UTILITY LEIN RECORDING
			402 - 537 50 49 00 -		MISCELLANEOUS	99.00	
6532	11/28/2016	Claims	2	93674	YAKIMA CO AUDITOR	33.00	UTILITY LIEN RELEASE
			402 - 537 50 49 00 -		MISCELLANEOUS	33.00	
6533	11/28/2016	Claims	2	93675	YAKIMA CO DEPT OF CORRECTIONS	3,899.75	HOUSING/MEDICAL OCT 2016
			001 - 523 20 51 00 -		DETENTION & CORRECTIC	3,847.76	
			001 - 523 20 51 00 -		DETENTION & CORRECTIC	51.99	
6534	11/28/2016	Claims	2	93676	YAKIMA CO DISTRICT COURT	22,225.50	MUNICIPAL COURT OPERATIONS-11/2016
			001 - 512 50 51 01 -		INTERGOVERNMENTAL PF	22,225.50	
6535	11/28/2016	Claims	2	93677	YAKIMA CO FINANCIAL SERVICES	418.48	3RD QTR LIQUOR PROFITS
			001 - 562 00 51 00 -		2% ALCOHOL DISTRIBUTIC	418.48	
6536	11/28/2016	Claims	2	93678	YAKIMA CO PROSECUTING ATTORNEY	226.07	CVC-10/2016

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 11/30/2016

Time: 14:56:57 Date: 11/23/2016

Page: 12

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			001 - 586 00 03 00 - CRIME VICTIMS COMP CN			226.07	
6537	11/28/2016	Claims	2	93679	YAKIMA CO PUBLIC SERVICES	2,243.49	REGIONAL STORMWATER PROJECT BILLING #22; STORMWATER PERMIT #WAR046014
			403 - 531 30 51 03 - STORMWATER-INTERGOV			2,243.49	
6538	11/28/2016	Claims	2	93680	YAKIMA CO PUBLIC SERVICES	1,000.00	2017 TRANSACTION MEMBERSHIP ASSESSMENT
			101 - 542 30 51 01 - INTERGOVERNMENTAL PF			1,000.00	
6539	11/28/2016	Claims	2	93681	YAKIMA CO PUBLIC SERVICES	11,275.47	PLAN REVIEW & INSPECTION SERVICES 07/02-10/15/2016
			001 - 522 10 51 01 - FIRE CODE PLAN REVIEWS			11,275.47	
6540	11/28/2016	Claims	2	93682	YAKIMA CO PUBLIC SERVICES	516.44	REGIONAL STORMWATER PROGRESS BILL #23
			403 - 531 30 51 03 - STORMWATER-INTERGOV			516.44	
6541	11/28/2016	Claims	2	93683	YAKIMA CO PUBLIC SERVICES	84.00	LONGFIBRE RW TRANSACTION
			121 - 595 10 41 06 - LONGFIBRE EXT/WIDE HO			84.00	
6542	11/28/2016	Claims	2	93684	YAKIMA CO PUBLIC SERVICES	357.65	TRAFFIC COUNT; SERVICES TO THE CITY
			101 - 542 64 51 00 - INTERGOVERNMENTAL PF			357.65	
6543	11/28/2016	Claims	2	93685	YAKIMA COOPERATIVE ASSN	704.11	#2 DIESEL DYED FOR BACK UP GENERATORS
			401 - 534 50 32 00 - FUEL			202.34	
			403 - 535 50 32 00 - FUEL			375.54	
			001 - 576 80 32 00 - FUEL			126.23	
6544	11/28/2016	Claims	2	93686	YAKIMA COOPERATIVE ASSN	40.45	JANITOR/CLERK FUEL-10/2016
			001 - 518 31 32 00 - FUEL			40.45	
6545	11/28/2016	Claims	2	93687	YAKIMA ECO, LLC	102.81	REFUND UTILITY DEPOSIT
			414 - 586 00 04 14 - DEPOSIT REFUND			102.81	
6546	11/28/2016	Claims	2	93688	YAKIMA VALLEY CONFERENCE	1,822.81	PSA-PARKS PLAN GMA
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			1,822.81	
6547	11/28/2016	Claims	2	93689	YAKIMA VALLEY SPORTS COMMISSION	5,000.00	4TH QTR SPORT MANAGEMENT CONTRACT 2016
			107 - 557 30 45 01 - YAKIMA VALLEY SPORTS			5,000.00	
6548	11/28/2016	Claims	2	93690	YAKIMA WASTE SYSTEMS	269.04	WASTE-10/01/16-10/31/16
			402 - 537 60 49 00 - CONTRACTED SERVICES			269.04	
6549	11/28/2016	Claims	2	93691	YAKIMA WELDERS SUPPLY INC	250.90	SAFETY SUPPLIES FOR TORCH CUTTER
			101 - 542 64 31 00 - SUPPLIES			250.90	
6550	11/28/2016	Claims	2	93692	JESSE A WALRUFF	104.53	WELLNES-AWC RETRO
			001 - 517 91 43 00 - TRAVEL			104.53	
			001 Current Expense Fund			96,476.90	
			101 Street Fund			64,491.25	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

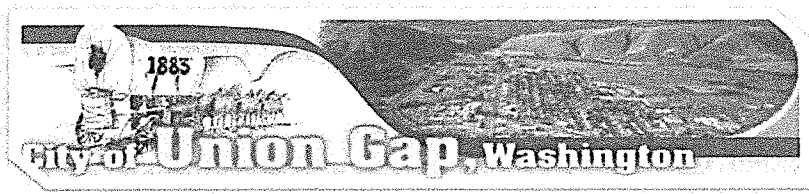
Time: 14:56:57 Date: 11/23/2016

MCAG #: 0853

01/01/2013 To: 11/30/2016

Page: 13

Trans Date	Type	Acct #	War #	Claimant	Amount	Memo
				106 Parks & Recreation Fund	6,627.45	
				107 Convention Center Reserve Fund	11,438.84	
				108 Tourism Promotion Area Fund	3,772.25	
				112 Public Works Equipment Reserve Fund	138,645.20	
				114 Seniors Activity Fund	71.70	
				121 Street Development Reserve Fund	51,931.61	
				124 Infrastructure Reserve Fund	13,408.14	
				128 Transit System Fund	2,639.40	
				170 Housing Rehabilitation Fund	79.22	
				401 Water Fund	10,749.36	
				402 Garbage Fund	78,275.22	
				403 Sewer Fund	9,627.75	
				404 Water Improvement Reserve	22,060.46	
				405 Sewer Improvement Reserve	7,168.68	
				414 Water Deposits	1,662.20	
					519,125.63	Claims:
						519,125.63



City Council Communication

Meeting Date: November 28, 2016
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Petty Cash Vouchers – October, 2016

SYNOPSIS: Petty cash vouchers issued in the month of October 2016.

RECOMMENDATION: Request Council to approve voucher No. 1854 in the amount of \$50.00.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Petty Cash Voucher Rosters

WARRANT/CHECK REGISTER

CITY OF UNION GAP

MCAG #: 0853

10/01/2016 To: 10/31/2016

Time: 16:02:09 Date: 11/09/2016

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6299	10/10/2016	Claims	637	1854	YAKIMA CO AUDITOR	50.00	BLD/PLN FILING FEES
		637 Petty Cash Fund				50.00	
		* Transaction Has Mixed Revenue And Expense Accounts				50.00	Claims: 50.00



City Council Communication

Meeting Date: November 28, 2016
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Advance Travel Vouchers – October, 2016

SYNOPSIS: Advance Travel vouchers issued in the month of October 2016.

RECOMMENDATION: Request Council to approve voucher No. 1255 through 1258 in the amount of \$608.28.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Advance Travel Voucher Rosters

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

10/01/2016 To: 10/31/2016

Time: 16:16:49 Date: 11/09/2016
Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5401	10/04/2016	Claims	638	1255	TERESA LOPEZ	223.56	ATR #1255
5892	10/24/2016	Claims	638	1256	TERESA LOPEZ	153.36	ATR #1127
5897	10/25/2016	Claims	638	1257	JASON G CAVANAUGH	78.00	ATR #1128
5901	10/25/2016	Claims	638	1258	JESSE A WALRUFF	153.36	ATR #1126
638 Advance Travel Fund						608.28	
						608.28	Claims: 608.28
* Transaction Has Mixed Revenue And Expense Accounts						608.28	