UNION GAP CITY COUNCIL **AMENDED - REGULAR MEETING AGENDA** MONDAY DECEMBER 8, 2025 – 6:00 P.M. CIVIC CAMPUS, 102 W. AHTANUM ROAD, UNION GAP

COUNCIL VALUES

As a Council with a community centered approach, we are committed to fiscal responsibility, transparency, and professionalism.

The public will be allowed to comment on agenda items as they are presented during the meeting. Please signal the chair if you wish to comment on any items. Each speaker will have three (3) minutes to address the city council.

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

Regular Council Meeting Minutes, dated November 24, 2025, as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claim Vouchers – EFT's, and Check No's 111394 through 111458 for December 8, 2025 in the amount of \$792,361.13

C. Approve Cancelation of meetings:

Cancel December 15, 2025 Study Session, and December 22, 2025 Regular Council meeting.

III. GENERAL ITEMS

City Council

1. Oath of Office – John Hodkinson, Roger Wentz, Sandy Dailey, Gregory Sewell, and Carol Fredrickson

City M	<u>anager</u>	
1		- Recurring Facility Use Agreement with the Gap Library & Community center
2	. Resolution No	- Yakima Valley Library Agreement 2026-2030
3	Resolution No Municipal Court Servi	Amendment to extend ILA for Yakima County ces
4	. Resolution No	- Appointment of Municipal Court Judges
<u>Financ</u>	ce and Administration	1
1	. Ordinance No	- 2025 Year-End Budget Amendment
2	. Ordinance No	- 2025 Budget Amendment – Street Sweeper
<u>Public</u>	Works & Community	<u>/ Development</u>
1	. Resolution No Consultants	- Consultant Service Agreement – CWA
2	Resolution No Calendar Years 2026-	- Selection of Municipal Engineering Services; -2028
3	. Resolution No with Enviro-Clean Equ	Authorize City Manager to Sign an Agreement uipment Company
4		- Yakima Valley Conference of Government – ing / GIS Analyst Service Contract
<u>Police</u>	<u>2</u>	
1	. Resolution No.	- Peregrine Professional Service Contract

IV. COMMITTEE REPORTS

- V. ITEMS FROM THE AUDIENCE: Final Opportunity The City Council will allow comments under this section on items NOT already on the agenda. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record
- VI. CITY MANAGER REPORT
- VII. COMMUNICATIONS/QUESTIONS/COMMENTS
- VIII. DEVELOPMENT OF NEXT AGENDA
 - IX. ADJOURN REGULAR MEETING



Meeting Date: December 8, 2025

From: Gregory Cobb, City Manager

Topic/Issue: Resolution - Recurring Facility Use Agreement

SYNOPSIS: The Friends of the Union Gap Library and Community Center 501c3 have a recurring facility use agreement with the City that expires December 31, 2025. A new agreement is required for 2026.

RECOMMENDATION: Authorize the City Manager to sign a Recurring Facility Use Agreement with the Friends of the Union Gap Library and Community Center 501c3.

LEGAL REVIEW: Reviewed by the City Attorney

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. Agreement

CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION authorizing the City Manager to sign a recurring Facility Use Agreement with Friends of the Union Gap Library and Community Center 501c3.

WHEREAS, Friends of the Union Gap Library and Community Center 501c3 requested a recurring use of the Community Center; and

WHEREAS, the current agreement will expire on December 31, 2025;

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the City Manager to sign the new agreement.

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

The City Manager is authorized to sign the Recurring Facility Use Agreement with Friends of the Union Gap Library and Community Center 501c3 for recurring use of the Union Gap Community Center.

PASSED this 8th Day of December, 2025.

John Hodkinson, City Mayor

ATTEST:

Lynette Bisconer, City Clerk

Jessica Foltz, City Attorney

RECURRING FACILITY USE AGREEMENT FOR THE UNION GAP COMMUNITY CENTER

Friends of the Union Gap Library & Community Center 501c3

This Agreement is made and entered into by and between the CITY OF UNION GAP, hereinafter referred to as "City," a political subdivision of the State of Washington, and Friends of the Union Gap Library & Community Center 501c3, a Washington State nonprofit corporation, hereinafter referred to as "Sponsor."

WITNESSETH:

WHEREAS, the City permits civic organizations or public entities to conduct non-profit, civic, community, cultural, or educational activities at the Union Gap Community Center (hereinafter "Community Center"); and

WHEREAS, the Sponsor has made, and intends to continue to make, contributions to the Library and Community Center Building in the form of donations for furniture and other amenities and in working to obtain grant funding for the design and improvements to the building (collectively the "Sponsor's Contributions");

WHEREAS, the Sponsor has applied to the City for the right to conduct recurring meetings and/or events using portions of the Community Center; and

WHEREAS, this activity is presented by the Sponsor for the benefit of the general public and is consistent with the intended use of the Community Center;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

SECTION 1. TERMS, RENEWAL AND TERMINATION

- 1.1 Term of Agreement/Permission to Conduct Event. The term of this agreement will begin on the date signed by all parties and end on December 31, 2026. The City grants permission to the Sponsor to use, as detailed in Exhibit 2, which is attached and incorporated herein by reference, those portions of the Community Center as described in Exhibit 1 which is also attached hereto and incorporated herein by reference, as follows:
 - (a) The portion(s) of the Community Center, labeled "Event Site" as outlined in Exhibit 1 may be used on the dates and times indicated in Exhibit 2. The center may be used by the Sponsor up to 4 days per month and as indicated on Exhibit 2.
 - (b) The City's permission to conduct the event is conditioned upon the Sponsor complying with all of the terms and conditions contained within this Agreement and upon availability of the Community Center. Although all efforts will be made to avoid it, the City reserves the right to reschedule use of the facility or transfer an event to another available City facility under this Agreement if the Community Center is needed by the City on one of the dates/times in this Agreement.

1.2 List of Permitted Activities.

- (a) Event A Meeting or Event, as further described in Exhibit 2, may be conducted within the leased area labeled "Event Site" (as shown in Exhibit 1), in accordance with all provisions of this Agreement.
- (b) Food Food preparation, service, and consumption shall be permitted within the leased area labeled "Event Site" on Exhibit 1 in conformance with the provisions of the Yakima Health Department.
- (c) Tobacco/Drugs Use of Tobacco and drugs on the premises is prohibited.
- (d) <u>Alcohol</u> Use of Alcohol must be approved in writing by the City prior to each event. When approved, Alcohol service and consumption shall be permitted within the leased area labeled "Event Site" on Exhibit 1 in conformance with Sections 2.4 and 2.5 of this Agreement. The Sponsor shall ensure that they or the Alcohol vendor obtain the requisite liquor license(s) and permit(s) necessary to authorize possession of alcohol within the facility.
- (e) <u>Parking</u> Non-exclusive parking is allowed within the parking lot adjacent to the Community Center.
- 1.3 Fees Due to City. For the event granted hereunder, the Sponsor shall make payment to the City as follows:
 - (a) Fees In special recognition of Sponsor's Contributions, a reduced fee of five dollars (\$5.00) per use shall be paid by the Sponsor to the City at least five (5) business days prior to each use of the facility. In addition to this fee, the Sponsor must provide the \$150 security/cleaning deposit referenced below and required by Union Gap Municipal Code Section 10.80.020. This deposit must be paid to the City at least thirty (30) days prior to the earliest event listed in Exhibit 2.
 - (b) <u>Special Considerations</u> All aspects of approval and permitting for an event shall be completed a minimum of thirty (30) calendar days prior to the first day of the permitted event.
 - (c) Security/Damage Deposit The Sponsor shall deposit with the City a sum of \$150.00 as security to assure compliance with the terms of this Agreement and to cover any damages or necessary cleaning to Community Center property. The security deposit shall be paid to the City at least fifteen (15) calendar days prior to the start of the first event allowed under this Agreement. In the event there are no damages, violations of the terms and conditions of this Agreement, or remaining unpaid fees, the full amount shall be retained by the City for future events. If damages are assessed or violations are corrected by the City with costs involved, only the remaining amount of the deposit shall be retained and an amount equal to the cost used for cleaning will be remitted to the City to place on file for the Security/Damage making the deposit equal to \$150. In the event the cost of the damage and/or aforementioned City

corrections exceeds the Sponsor's \$150.00 deposit, the Sponsor shall pay the excess amount to the City within thirty (30) calendar days of notification by the City of the excess amount. The Sponsor's compliance with provisions of this article shall in no way alter, affect, modify or limit any of the covenants, conditions or provisions of Section 2.7 regarding Indemnification/Hold Harmless, or Insurance.

- (d) <u>Cancellation Policy</u> Cancellation of an approved event by the Sponsor must be received in writing by the City as soon as possible after the Sponsor makes the decision to cancel the event.
- (e) <u>Alterations/Changes</u> Any alterations or changes from what is expressly permitted within Sections 1.1 and 1.2 above may result in additional fees or charges to the Sponsor by the City. The City reserves the right to bill for, after the event, any fees that would have otherwise been payable had the alterations or changes been made known to the City prior to the execution of this Agreement. Any changes to this Agreement or to the Exhibits, must be agreed to in writing by the Sponsor and the City Manager.
- 1.4 Termination. All dates specified within this Agreement shall be strictly observed. Timely and full performance of all terms and conditions of this Agreement is of the essence. In the event the Sponsor fails to keep or perform any term or condition required herein to be kept or performed by it, the City shall have the right to promptly notify the Sponsor of such failure and request that the Sponsor take immediate action to correct such failure. If the Sponsor fails to take the appropriate corrective action in a reasonable period of time, the City may, at its option, take such action as is reasonably necessary to correct the failure and charge the cost thereof to the Sponsor, or declare this Agreement forfeited and resume possession of the premises.

SECTION 2. STANDARD CONDITIONS

- 2.1 Anti-Discrimination. The Sponsor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder.
- 2.2 Assignment. The Sponsor shall not assign this Agreement or any portion hereof without the prior written consent of the City.
- 2.3 Indemnification/Hold Harmless, Insurance. The Sponsor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Sponsor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the event hereunder by the Sponsor, its guests, agents, representatives, volunteers, or employees.

- (a) No Limitation. Sponsor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Sponsor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- (b) Minimum Scope of Insurance. The Sponsor shall obtain insurance of the types described below and maintain them for the duration of the Agreement:
 - i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. If the Sponsor will not be operating any owned, non-owned, hired, or leased vehicles during this event but will have volunteers operating personal vehicles, Sponsor shall ensure that all vehicles driven onto park property by volunteers have Automobile Liability insurance in accordance with RCW 46.30.020.
 - ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, productscompleted operations, contractual liability, participant liability, independent contractors, personal injury, and advertising injury. The City shall be named as an additional insured under the Sponsor's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage.
 - iii. The Sponsor shall require all vendors and organizations contracted with to provide activities, services, or events not otherwise identified within this section to provide proof of General Liability Insurance coverage. The City is to be named as additional insured on all policies. Sponsor is solely responsible for verification of vendors' insurance and shall furnish proof of such insurance and required endorsement if requested by the City.
- (c) Minimum Amounts of Insurance. Sponsor shall maintain the following insurance limits:
 - Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of one million dollars (\$1,000,000) per accident if operating owned, non-owned, hired, and leased vehicles.
 - Commercial General Liability insurance shall be written with limits no less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate.
 - iii. Sponsor shall require vendors or organizations contracted to provide activities, services, or events not otherwise identified within this section to provide Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate for any liability related to the event or activity, in addition to insurance that is specific to the vendors' services, e.g. products completed operation for food vendors, auto liability for food trucks, etc.
- (d) Other Insurance Provisions. All insurance policies are to contain, or be endorsed to contain, the provision that the Sponsor's insurance coverage shall be primary insurance as respect

the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Sponsor's insurance and shall not contribute with it.

If the Sponsor or vendors maintain higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Sponsor and/or vendors, irrespective of whether such limits maintained by the Sponsor or vendors are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Sponsor or vendors.

The above specified Commercial General Liability and Automobile Liability insurance requirements and limits may be satisfied through any combination of Commercial General Liability, Automobile Liability and Excess/Umbrella insurance that achieves the overall required limits. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Provider's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Provider's Excess or Umbrella Liability insurance policy. The Excess or Umbrella insurance coverage will drop down when underlying policy aggregate limits are exhausted.

The Sponsor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

- (e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- (f) Verification of Coverage. Sponsor shall furnish the City with original certificates of insurance and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Sponsor and all vendors before commencement of the initial event. Upon request by the City, the Sponsor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of required coverage for any vendors. Receipt by the City of copies of the Certificates of Insurance evidencing the foregoing insurance coverage obtained by the Sponsor, or as requested by the City, must occur no later than fifteen (15) calendar days prior to the event.
- 2.4 Alcohol Provisions. The consumption of alcoholic beverages is permitted within the Community Center in accordance with Section 1.2(d) of this Agreement and the conditions set forth below, if the Sponsor receives written approval from the City, secures and provides proof of Liquor Liability insurance, and has obtained a temporary license through the Washington State Liquor and Cannabis Board (WSLCB).

Special conditions which the Sponsor must adhere to in order to allow alcohol use:

(a) Alcohol will only be served and consumed during the times listed in the written agreement given by the City, and can only be served and consumed within the leased areas labeled as "Event Site" as shown on Exhibit 1 of this Agreement.

- (b) All WSLCB rules must be followed and alcohol may only be served and consumed in accordance with the license or permit obtained for the event.
- (c) The vendor or company providing and serving the alcohol at the event must be licensed and provide and maintain liquor liability insurance as required in Section 2.7 of this Agreement. All servers must either be licensed or have a current Mandatory Alcohol Server Training Permit.
- (d) All attendees consuming alcohol must remain within the leased area while consuming their alcoholic beverage. No alcoholic beverages are allowed outside of the Event Site shown in Exhibit 1 of this Agreement.

Non-compliance of any of the above conditions or associated conditions required by the City and the WSLCB will be cause for immediate permit revocation and closure of the activity.

- 2.5 Laws, Licenses and Permits. The Sponsor shall comply with all Federal, State and City laws and regulations with regard to licenses or permits to do business, and all other matters. The Sponsor shall further comply with standards and recommendations of the State and local health departments in all matters concerning health and sanitation.
- 2.6 Utilities. The City shall provide water, light, power and all other existing utilities at no cost.
- 2.7 Public Disclosure. The parties to this Agreement understand and acknowledge that the City is subject to the Public Records Act, RCW 42.56 et seq. The parties understand and acknowledge that if this agreement and/or documents or materials provided to the City under this agreement are responsive records to a public records request received by the City, said records will be disclosed and provided to the requester unless an exemption applies or an injunction is granted pursuant to RCW 42.56.540.

SECTION 3. SPECIAL CONDITIONS

- 3.1 For each event, the areas of the Community Center as defined in Exhibit 1 may be closed by the Sponsor to the general public no earlier than one hour prior to the time listed in Exhibit 2 and ending one hour after the end time listed the same day.
 - The Sponsor may begin set-up for the event starting one hour prior to the start time of each listed event unless a longer time is authorized by the City Manager. Access to all elements of the Community Center must remain open to the public until the time and date set forth in paragraph one of Section 3.1. The provisions related to general liability found in Section 2.7 regarding Indemnification/Hold Harmless and Insurance shall become effective no later than the time and date allowed for the Sponsor to begin set-up and remain in force until all elements of the event have been removed and all facilities restored to their original condition. The Sponsor shall restore the premises to its original condition by one hour after the end time listed in Exhibit 2 for each event.
- 3.2 The City will review all signs, banners and other identifying postings to determine whether they are approved. The City retains approval authority for all signs, banners, and identifying postings.

3.3 Any notice or communication from one party to the other shall be mailed postage prepaid, addressed Sharon Bounds, City of Union Gap, PO Box 3008 Union Gap, WA 98903, and to Friends of the Union Gap Library & Community Center, PO Box 3132, Union Gap, WA 98903 or such other address as the parties may establish by written notice to each other.

SECTION 4. MISCELLANEOUS PROVISIONS

- 4.1 Complete Agreement. This Agreement represents and contains the entire understanding between the parties in connection with the events. The Agreement shall not be altered or varied except in writing signed by the parties. The parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any such prior agreements are specifically terminated.
- 4.2 Governing Law and Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Yakima County is the appropriate venue for the filing of any civil action arising out of this Agreement.
- 4.3 Severability. It is understood and agreed that if any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable.

FRIENDS	OF THI	UNION	GAP	LIBRARY
AND CON	MUNIT	TY CENT	TER	

CITY OF UNION GAP

y:	By:
Mark Crouchet, Board Chairman	Gregory Cobb, City Manager
	Approved as to form:
	Jessica Foltz, City Attorney



DRAFT CC EVENTS CALENDAR 2025-2026 Friends of Union Gap Library & Community Center 501c3

Month	Date	What	Time	Where
Dec. '25	11	Board Meet	3:30-5:30 p.m.	Community Center
January	15	Board Meet	3:30-5:30 p.m.	Community Center
Nintratia.	22	Planning Meeting	3:30-5:00 p.m.	Community Center
February	12	Board Meet	3:30-5:30 p.m.	Community Center
	21	Book Sale/PlanM	3:30-5:00 p.m.	LaSalle
March	05	Planning Meeting	3:30-5:00 p.m.	Community Center
	16	Board Meet	3:30-5:30 p.m.	Community Center
	20	Comm. Meet for U	JSDA Evening	Community Center
April	10	Board Meet	3:30-5:30 p.m.	Community Center
	14	Dining for \$\$\$		OTS
May	8	Board Meet	3:30-5:30 p.m.	Community Center
	21	Dining 4Dollars	7:45-6:45 pm	Jeans Cottage Inn
June	5	Thirsty Thurs. Pla	an Meet time?	Community Center
	11	Board Meet	3:30-5:30 p.m.	Community Center
	18	Thirsty Thursday (Wear T-Shirts &		Community Center
July	9	Board Meet	3:30-5:30 p.m.	Community Center
	16	Thirsty Thursday (Wear T-Shirts &		Community Center
	25	Book Sale	9:00-3:00	Community Center
August	13	Board Meet	3:30-5:30 p.m.	Community Center
	20	Thirsty Thursday	4-6 p.m.	Community Center
Sept.	10	Board Meet	3:30-5:30 p.m.	Community Center
112 <mark>7</mark> 47	?	Donor Din Plan	3:30- 5:00	Community Center
	5	Dining 4 \$\$\$		OTS
October	1	Board Meet	3:30-5:30 p.m.	Community Center
	8	Donor Dinner	Evening 5-9?	Community Center
	15	Planning Com	3:30-5:00 p.m.	Community Center
	17	Book Sale	9:00-3:00	Heritage Bank
Nov.	12			Community Center
:: NA	5	Dine 4 \$	All Day?	
Dec.	10	Board Meet	3:30-5:30 p.m.	Community Center
	3	Christmas Parade	Afternoon/ Chris	tmas Boxes at PD

Decorate @ Comm. Center



City Council Communication

Meeting Date: December 8, 2025

From: Gregory Cobb, City Manager

Topic/Issue: Resolution – Yakima Valley Library Agreement 2026-2030

SYNOPSIS: The City has an agreement with Yakima Valley Libraries for the use of the library facility. The agreement is expiring in needs to be renewed. The new agreement will be from 2026-2030.

RECOMMENDATION: Authorize the City Manager to sign an Interlocal Agreement with Yakima Valley Libraries for use of the City's library facility.

LEGAL REVIEW: Reviewed by City Attorney

FINANCIAL REVIEW: The Library District has agreed to a substantial increase in its contribution to cover utility costs.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. ILA

CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION authorizing the City Manager to sign an Interlocal Agreement for use of the Union Gap Library Facility.

WHEREAS, the City became part of the Yakima Valley Library District by annexation; and

WHEREAS, the City Manager recently negotiated with the Yakima Valley Libraries, outlining their use of and contribution towards costs associated with said use of the library portion of the building; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the City Manager to sign the agreement.

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

The City Manager is authorized to sign the Interlocal Agreement for the use of the library facilities with Yakima Valley Libraries.

	John Hodkinson, City Mayor
ATTEST:	
Lynette Bisconer, City Clerk	Jessica Foltz, City Attorney

PASSED this 8th Day of December, 2025.

When recorded or posted, return to:

G.SCOTT BEYER Menke Jackson Beyer, LLP 807 North 39th Avenue Yakima, WA 98902

INTERLOCAL AGREEMENT FOR USE OF LIBRARY FACILITIES

Reference nos. of docs.

assigned or released: n/a

Grantor: CITY OF UNION GAP WASHINGTON

Grantee: YAKIMA COUNTY RURAL LIBRARY DISTRICT,

OPERATING AS THE YAKIMA VALLEY LIBRARIES

Legal description: Parcel "A" – The North 82 feet of Lot 1, Block 2, Yakima City (Now Union Gap), according to the official plat thereof recorded in Volume "A" of Plats, Page 33, records of Yakima County, Washington; Together with that portion of alley vacated by City of Union Gap Ordinance No. 2967, accruing thereto; Situated in Yakima County, State of Washington

Assessor's Parcel No.: 19120532552

THIS AGREEMENT pursuant to the provisions of RCW 39.34, *et seq.*, is by and between the CITY OF UNION GAP, a municipal corporation, hereinafter referred to as the "City," and the YAKIMA COUNTY RURAL LIBRARY DISTRICT, operating as YAKIMA VALLEY LIBRARIES, a rural county library district, hereinafter referred to as the "District" or "Yakima Valley Libraries,"

RECITALS:

A. The City owns the following described real property in Yakima County, Washington:

Parcel "A" – The North 82 feet of Lot 1, Block 2, Yakima City (Now Union Gap), according to the official plat thereof recorded in Volume "A" of Plats, Page 33, records of Yakima County, Washington; Together with that portion of alley vacated by City of Union Gap Ordinance No. 2967, accruing thereto; Situated in Yakima County, State of Washington.

The west 2,538 sf. of the 4,998 sf. building known as the Union Gap Library and Community Center Building located on the City of Union Gap, Civic Campus 108 W Ahtanum Rd, Suite B, Union Gap, Union Gap Washington; hereinafter referred to as "Library Premises".

- B. The City has become a part of the District by annexation.
- C. The City desires for the benefit of the residents of the City and residents within the District to provide the Library Premises to Yakima Valley Libraries for use as a library.
- D. The District desires for the benefit of the residents of the City and residents within the District to provide library services and library determined programs.
- E. The purpose of this Agreement is to set forth the responsibilities of the parties with the respect to the Library Premises.

AGREEMENT:

The parties agree as follows:

1. ORGANIZATION

No separate legal or administrative entity shall be created as a result of this Agreement. Each of the parties is acting independently of the other in entering into this Agreement and in exercising its rights and in carrying out its responsibilities pursuant to this Agreement. In no event shall the parties be deemed to be partners or a joint venture, or the agent for the other party.

2. PURPOSE

The purpose is set forth in the recitals.

3. USE OF PREMISES

The City hereby provides use to Yakima Valley Libraries and Yakima Valley Libraries hereby occupies said space from the City, the Library Premises as described herein.

4. CONSIDERATION FOR USE

Consideration for use of the City's facility; see items 7 & 9.

5. TERM OF USE

The term of this Agreement shall be valid from January 1, 2026 to December 31, 2030 provided, either party may elect to terminate this Agreement by giving the other party written notice of termination at least six (6) months prior.

Upon termination, all permanent alterations or improvements made and paid for by Yakima Valley Libraries to the Library Premises, other than property or materials purchased by or gifted to Yakima Valley Libraries and tagged/stamped as property or materials of Yakima Valley Libraries, shall become the property of the City and be surrendered with the premises.

Both parties agree to discuss renewing the contract and agree to make a decision on or before September 30, 2029 to allow both parties time to make modifications to their perspective budgets. Any needs, concerns, or proposed changes shall be submitted to the Union Gap City Manager and Library Executive Director for consideration.

6. OPERATION OF LIBRARY PREMISES

Yakima Valley Libraries shall utilize the Library Premises for operating and continuing a public library consistent with the operation of other Community Libraries of the Yakima Valley Libraries in Yakima County, Washington. Yakima Valley Libraries shall at all times be in compliance with applicable statutes, laws, regulations and ordinances, and should not allow the Library Premises to be used for any unlawful purpose. As long the City of Union Gap remains annexed into the Yakima County Rural Library District; Yakima Valley Libraries agrees that it shall make available to the residents of Union Gap the resources and library services generally available throughout the Library District.

Yakima Valley Libraries shall also have access to utilize the Union Gap Community Center for library programs or training upon availability of the space.

By the last business day in February each year, Yakima Valley Libraries shall provide a copy of their annual report that includes information and statistics

regarding circulation, programs, and computer use at Yakima Valley Libraries to include the Union Gap Library to the Union Gap City Council. Yakima Valley Libraries will determine if the information around circulation, programs, and computer use may be in the form of an annual written report, an annual presentation to the City Council, or both.

- A. Library Materials: In the provision of books and non-print materials by the District, the collection for a community library shall depend on the population served, the shelf space available, the use made of the materials, and the funds available in the district-wide materials budget. The District has the sole responsibility for the selection and maintenance of such materials. In addition, the District shall make all decisions regarding disposition of gifted materials and equipment. Regulations governing the use of the library and its collection will be set by the District.
- B. Library Staff: Yakima Valley Libraries shall provide competent and qualified staff suitable for rendering library services to the public and shall have sole responsibility for all personnel administration, including selection, training, discipline and other personnel administrative functions.
- C. Hours of Service: Regular hours of service will be determined by the Yakima Valley Libraries, taking into account the population served, the use made of the facilities, and the funds available in the district-wide staff budget.

7. MAINTENANCE AND REPAIR

Yakima Valley Libraries, at its sole cost and expense, shall keep and maintain the interior of Library Premises in an attractive, clean, sanitary and usable condition. Yakima Valley Libraries' responsibilities shall include routine and minor repairs along with janitorial cleaning services. The City shall be responsible for keeping and maintaining the interior of the common areas and the Community Center Premises in an attractive, clean, sanitary and usable condition including the providing of janitorial cleaning services for the Lobby and Community Center Portions of the Building. Yakima Valley Libraries agrees to reasonably cooperate with the City in any applications by the City for grant funding that could be used to pay for necessary capital improvements to the Union Gap Library and Community Center Building that would benefit the Library Premises and services and programs provided by Yakima Valley Libraries.

8. ACCESS

The City of Union Gap will establish a keycard entrance system for use of the Library Premises and will provide access to authorized staff of Yakima Valley Libraries as required.

9. UTILITIES

- A. The City shall be responsible for the following utility charges for the Library Premises: water, sewer, gas, garbage, and power.
- B. Yakima Valley Libraries shall be responsible for phone and internet for the library portion of the premises. In addition, Yakima Valley Libraries will contribute towards the utilities paid by the City by paying a flat annual fee of \$12,000 in 2026, and it will increase by 6% for each additional contract year. The amount will be payable in one lump sum within thirty (30) days of receiving the invoice from the City, which will be sent by or before the end of February of each year.

10. ALTERATION, MODIFICATION AND CAPITAL IMPROVEMENTS

Yakima Valley Libraries shall make no alteration, modification and/or capital improvement to the Library Premises without the prior written consent of the City. Should the City consent to an alteration, modification and/or capital improvement, the same shall be constructed at the sole cost and expense of the Yakima Valley Libraries unless agreement for a library capital facilities area or other funding source, including City, is established by the parties.

11. ASSIGNMENT

Yakima Valley Libraries shall not assign this Agreement or any of its rights, obligations or privileges hereunder without the prior written consent of the City.

12. INSURANCE

Yakima Valley Libraries shall maintain fire and casualty insurance insuring the personal property of the Yakima Valley Libraries within the Library Premises against fire and other casualty for the full replacement value thereof. Yakima Valley Libraries shall also provide general liability insurance in the sum of not less than two-million dollars (\$2,000,000.00) for injury to persons or property suffered within the Library Premises during the term of this Agreement. The City shall maintain fire and other casualty insurance on the Library Premises building for full replacement value thereof.

13. WAIVER OF SUBROGATION

The City and Yakima Valley Libraries do hereby release and discharge each other from and against all liability for loss or damage caused by any of the perils covered by insurance policies which are in force and effect at the time of any such loss or damage, even though such loss or damage may be due to the negligence, act, or neglect of either the City or Yakima Valley Libraries or agents or employees of either party. It is expressly understood and agreed that it is the intention hereof to

constitute a waiver and release of any and all subrogation rights which the insurance companies might have under such insurance policies.

14. INDEMNITY

Yakima Valley Libraries shall protect, defend, indemnify, and hold the City harmless from and against any and all claims, demands, damages, or causes of action, including attorney's fees, of any nature, for injury to persons or property occurring on the Library Premises or in any way connected with or growing out of the operation and use of the Library Premises by Yakima Valley Libraries. The City shall protect, defend, indemnify, and hold harmless the Yakima Valley Libraries from and against any and all claims, demands, damages, or causes of action, including attorney's fees, of any nature, for injury to persons or property as a result of the negligence, act, or neglect of the City or its agents or employees.

15. TERMINATION OF USE FOR BREACH OR VIOLATION OF PROVISIONS.

In the event either party breaches or violates any of the provisions of this Agreement, either party can provide written notice of the breach or violation and provide in the notice that the breach or violation must be remedied or cured within thirty (30) days. Should either party not cure or remedy the breach within said thirty (30) day period, this Agreement may be terminated. Upon termination of this Agreement, Yakima Valley Libraries will surrender back the premises within a forty-five (45) day period in the same condition that existed at the commencement of this Agreement, reasonable wear and tear excepted.

16. FINANCE

The financial responsibilities of the parties with respect to the Library Premises are set forth in 7 & 9 above. Each of the parties shall be responsible to include in its budget funding for its share of the costs and expenses associated with this Agreement.

17. ADMINISTRATION

The chief executive officer of each of the parties shall designate a representative to represent its interest in the administration of this Agreement. Any dispute arising in the administration of this Agreement shall be submitted to such representatives for resolution, who shall than meet in good faith to resolve such dispute.

18. ATTORNEY FEES

In the event legal proceedings are initiated by either party to this Agreement to enforce any of the terms or conditions set forth in this Agreement, in addition to

the cost of suit, the prevailing party shall be entitled to an award of reasonable attorney fees.

19. GENERAL TERMS

This Agreement contains the entire understanding between the parties; there are no verbal representations or promises that are binding on the parties; this Agreement may be amended only by a written instrument executed with the formality as this Agreement; and in the event any provision of this Agreement is determined to be invalid, the remainder of this Agreement shall remain valid and enforceable.

20. FILING

A copy of the Agreement shall be filed with the Yakima County Auditor or, alternatively, listed by subject on each party's web site or other electronically retrievable public source.

21. TERM OF AGREEMENT

The term of this Agreement shall be January 1, 2026 to December 31, 2030.

(Signature Page to Follow)

CITY OF UNION GAP

By:	Date:
Gregory Cobb, City Manager	·
ATTEST:	
Lynette Bisconer, City Clerk	
YAKIMA COUNTY RURAL LIBRA AS YAKIMA VALLEY LIBRARIES	
By:	Date:
Candelaria Mendoza , Executive	e Director

STATE OF WASHINGTON)	
: ss.	
County of Yakima)	
and are the pers acknowledged that they signed this authorized to execute the instrumen City Clerk, respectively, of the City of	re satisfactory evidence that
	←print name NOTARY PUBLIC in and for the State of Washington. My appointment expires:
STATE OF WASHINGTON)	
County of Yakima : ss.	
is the person who appeared before signed this instrument, and on oath instrument and acknowledged it as	me, and said person acknowledged that he/she stated that he/she was authorized to execute the the EXECUTIVE DIRECTOR of the YAKIMA ICT to be the free and voluntary act of such party in the instrument.
DATED:	
	←print name NOTARY PUBLIC in and for the State of Washington. My appointment expires:



City Council Communication

Meeting Date: December 8, 2025

From: Gregory Cobb, City Manager

Topic/Issue: Resolution - Amendment to extend ILA for Yakima County Municipal Court Services

SYNOPSIS: The City has an agreement with Yakima County to provide Municipal Court Services. The cost is based on a formula that factors in the total number of District Court cases from the previous year and the percentage of those cases that are Union Gap's. District Court has not yet provided an estimated cost. The agreement expires December 31, 2025. To avoid a lapse in service, an amendment extending the ILA's expiration is necessary.

RECOMMENDATION: Authorize the City Manager to sign Amendment No. 2 to the 2021 Interlocal Agreement between Yakima County and the City of Union Gap for Municipal Court Service, extending the agreement through January 31, 2026.

LEGAL REVIEW: Amendment was prepared by the City Attorney

FINANCIAL REVIEW: The amendment keeps costs at the 2025 level until a successor agreement is negotiated.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. ILA

CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION authorizing the City Manager to sign an amendment to extend the expiration of an interlocal agreement with Yakima County for Municipal Court Services.

WHEREAS, the City and the County are currently operating under the 2021 Interlocal Agreement for the provision of Municipal Court Services (ILA); and,

WHEREAS, the Parties are in negotiations to execute a successor agreement to the ILA but do not believe that terms will be able to be agreed upon prior to the expiration of the current ILA, which will occur on December 31, 2025; and,

WHEREAS, the City wishes to avoid a lapse in services that would negatively affect its ability to handle criminal cases arising out of its jurisdiction.

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

The City Manager is authorized to sign Amendment No. 2, extending the ILA with Yakima County for Municipal Court Services through January 31, 2026.

PASSED this 8 th Day of December, 2025.	
	John Hodkinson, City Mayor
ATTEST:	
Lynette Bisconer, City Clerk	Jessica Foltz, City Attorney

AMENDMENT NO. 2 TO THE 2021 INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY AND THE CITY OF UNION GAP FOR MUNICIPAL COURT SERVICES

THIS AMENDMENT is made and entered into this <u>8th</u> day of December, 2025, by and between Yakima County, a Washington County organized under the laws of the State of Washington, hereafter "County", and the City of Union Gap, Washington, a municipal corporation of the State of Washington, hereafter "City". Collectively Yakima County and the City of Union Gap are referred to as the "Parties".

WHEREAS, the City and the County are currently operating under the 2021 Interlocal Agreement for the provision of Municipal Court Services (ILA); and,

WHEREAS, the Parties are in negotiations to execute a successor agreement to the ILA but do not believe that terms will be able to be agreed upon prior to the expiration of the current ILA, which will occur on December 31, 2025; and,

WHEREAS, the City wishes to avoid a lapse in services that would negatively affect its ability to handle criminal cases arising out of its jurisdiction.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the Parties agree to amend the 2021 Interlocal Agreement between Yakima County and the City of Union Gap, signed November 8, 2021, hereafter "ILA", as follows:

Section 1. Pursuant to Section 6 of the ILA, the language in Section 3 of the ILA, "Commencement Date", is replaced in its entirety with the following language:

3. COMMENCEMENT DATE. This Agreement shall commence on January 1, 2022 and be in effect from January 1, 2022 through midnight on January 31, 2026.

<u>Section 2.</u> All other terms of the Agreement not otherwise modified by this Amendment shall remain in full force and effect for the remainder of the term of the Agreement.

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

CITY OF UNION GAP, WASHINGTON	YAKIMA DISTRICT COURT	
Gregory Cobb	Alfred G. Schweppe	
City Manager	Presiding Judge	

ATTEST:	
Lynette Bisconer City Clerk	
Approved:	Approved:
Jessica Foltz, City Attorney	Yakima County Deputy Prosecuting Attorney



Meeting Date: December 8, 2025

From: Gregory Cobb, City Manager

Topic/Issue: Resolution – Appointment of Municipal court Judges

SYNOPSIS: The City contracts with Yakima County District Court for Municipal Court Services. The appointment for the District Court Judges expires December 31, 2025. It is necessary to reappoint the District Court Judges to hear Union Gap Municipal Court cases.

RECOMMENDATION: Approve Resolution appointing Yakima County District Court Judges and Commissioners to serve as Union Gap Municipal Court Judges.

LEGAL REVIEW: Reviewed by City Attorney

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION appointing District Court Judges to serve as Municipal Court Judges for the City of Union Gap Municipal Court.

WHEREAS, the City of Union Gap has contracted with Yakima County District Court for Court Services;

WHEREAS, pursuant to RCW 3.50.040, the City of Union Gap can appoint District Court Judges to serve as the City's Municipal Court Judges;

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

The Council hereby appoints the following Judges and Court Commissioner of the Yakima County District Court to serve as Municipal Court Judges for the City of Union Gap from January 1, 2026 to December 31, 2026:

Judge Alfred Schweppe	
Judge Brian Sanderson	
Judge Julia Davis	
Judge Gary Hintze	
Commission Kevin Eilmes	
PASSED this 8 th day of December, 2025.	
	John Hodkinson, City Mayor
ATTEST:	
Lynette Bisconer, City Clerk	Jessica Foltz, City Attorney



Meeting Date: December 9, 2025

From: Lynette Bisconer, Director of Finance and Administration

Topic/Issue: Ordinance – 2025 Year-End Budget Amendment

SYNOPSIS: There are funds that may need to be adjusted for unanticipated expenses; therefore, a 2025 Budget Amendment is required.

RECOMMENDATION: Adopt an ordinance amending the 2025 budget to account for unanticipated expenses.

LEGAL REVIEW: The City Attorney reviewed this ordinance.

FINANCIAL REVIEW: These funds could potentially overspend their budgets, and an adopted budget amendment ordinance needs to be in place in the event that adjustments are necessary. If adjustments are needed, the expenditures will be taken from the ending fund balances of their corresponding funds.

BACKGROUND INFORMATION: Unanticipated expenses are as follows:

Unanticipated Expenditures:

Account	Amount	Reason
127 – Commute Trip Reduction Fund	\$ 2,055.00	City Manager Salary & Wages
305 – Regional Beltway Connector Fund	\$500,000.00	Construction Costs
313 – Fire Department Reserve Fund	\$200,000.00	Ladder Truck Purchase
316 – Building Reserve Fund	\$ 20,000.00	Repairs to Council Chambers AV
128 – Transit System Fund	\$435,300.00	2022 – 2025 Rate Adjustment

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Ordinance

CITY OF UNION GAP, WASHINGTON ORDINANCE NO.

AN ORDINANCE amending the 2025 budget, adjusting certain funds for unforeseen expenditures not included in the 2025 budget.

WHEREAS, there are certain funds that could potentially overspend their budgets, due to unforeseen expenditures; and

WHEREAS, it is necessary to have an adopted budget amendment in place, in the event that a budget amendment is necessary; and

WHEREAS, if an amendment is necessary, the expenditures will be taken from the ending fund balances of their corresponding funds.

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

<u>Section 1.</u> The 2025 budget is amended to authorize potential expenditures in the funds and amounts as follows:

- 127 Commute Trip Reduction Fund, in the amount of up to \$2,055 for City Manager wages and benefits.
- 305 Regional Beltway Connector Fund, in the amount of \$500,000 for construction costs.
- 313 Fire Department Reserve Fund, in the amount of \$200,000 for the purchase of a Ladder Truck.
- 316 Building Reserve Fund, in the amount of \$20,000 for repairs to the Council Chambers Audio and Video system.
- 128 Transit System Fund, in the amount of \$435,300 for 2022 2025 Rate adjustment to Service provider

<u>Section 2.</u> This ordinance shall become effective five (5) days after passage and publication as required by law.

ORDAINED this 8th day of December 2025.

	John Hodkinson, City Mayor
ATTEST:	APPROVED AS TO FORM:
	Jessica Foltz. City Attorney



City Council Communication

Meeting Date: December 8, 2025

From: Lynette Bisconer, Director of Finance & Administration

Topic/Issue: Ordinance - 2025 Budget Amendment – Street Sweeper

SYNOPSIS: At the November 17, 2025 Study Session the Public Works and Community Development Director explained the need to purchase a Streetsweeper.

The City has received Federal grants in the amount of \$379,360 for the purchase of a Streetsweeper. The City advertised in the Yakima Herald and held a bid opening November 12, 2025 and now needs a budget amendment for the additional revenue of \$80,935 and the expenditure of up to \$379,360.

RECOMMENDATION: Adopt an ordinance awarding the bid to the lowest responsible bidder and approving a 2025 budget amendment as follows:

Fund Amount For

Sewer Fund (403) \$379,360 RAVO R5 Street

LEGAL REVIEW: The City Attorney has reviewed this ordinance.

FINANCIAL REVIEW: There is \$2,691,541.08 remaining in the Sewer Fund

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Ordinance

CITY OF UNION GAP, WASHINGTON ORDINANCE NO. ____

AN ORDINANCE amending the 2025 budget authorizing expenditures of up to \$379,360 from the Sewer Fund (403), for the purchase of a RAVO R5 Streetsweeper.

WHEREAS, The City has received grants totaling \$379,360 for the purchase of a streetsweeper; and

WHEREAS, a bid opening was held November 12, 2025; and

WHEREAS, a 2025 budget amendment is required to cover the expenditure.

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

<u>Section 1.</u> The 2025 Budget is hereby amended to increase the Sewer Fund (403) by \$80,935 to be used for the purchase of a RAVO R5 Streetsweeper.

<u>Section 2.</u> Expenditure of up to \$379,365, is approved, from the Sewer Fund (403) for the purchase of a RAVO R5 Streetsweeper.

ORDAINED this 8th day of December, 2025.

	John Hodkinson, City Mayor
ATTEST:	APPROVED AS TO FORM:
Lynette Bisconer, City Clerk	Jessica Foltz, City Attorney



City Council Communication

Meeting Date: December 8, 2025

From: Jason Cavanaugh; Director of Public Works & Community Development

Topic/Issue: Resolution – Consultant Services Agreement - CWA Consultants

SYNOPSIS: From time to time the City has need for a Consultant to provide structural and non-structural building plan reviews on residential and commercial building permits.

The City entered into an agreement with CWA Consultants in April 2017; CWA has been very receptive and professional to the City's needs.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign an agreement with CWA Consultants of Port Orchard, WA for the following services: structural and non-structural building plan review on residential and commercial building permits.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. Consultant Services Agreement - CWA Consultants

CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION authorizing the City Manager to sign a consultant services agreement with CWA Consultants of Port Orchard, WA for the 2026 calendar year.

WHEREAS, the City desires to retain the services of a consultant to provide structural and non-structural building plan reviews on residential and commercial building permits; and

WHEREAS, CWA Consultants is qualified, willing and able to provide plan review services as described in this agreement; and

WHEREAS, the services to be performed are on a one-year basis, renewed every year;

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

The City Manager is authorized to sign an agreement with CWA Consultants of Port Orchard, WA for the following services; structural and non-structural building plan review on residential and commercial building permits.

John Hodkinson, Mayor

ATTEST:

Lynette Bisconer, City Clerk

Jessica Foltz, City Attorney

PASSED this 8th day of December, 2025.

CWA CONSULTANTS SERVICES AGREEMENT

DATE.

THIS AGREEMENT is between **The City of Union Gap**, a municipal corporation, hereinafter referred to as "City", and **CWA Consultants**, PO Box 219 Manchester, Washington 98353, hereinafter referred to as the "Consultant".

WHEREAS, the City desires to retain the services of a consultant to provide structural and non-structural building plan review on residential and commercial building permits; and

WHEREAS, the Consultant is qualified, willing and able to provide said services as described in this Agreement; and

WHEREAS, the services to be performed by the Consultant are on a one year basis, renewed every year during the month of January;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respected parties hereto, it is agreed as follows:

SERVICES BY CONSULTANT

- A. The Consultant shall perform the services described in Attachment A, on an as needed basis.
- B. Said services, and all duties incidental or necessary thereto, shall be performed in a manner consistent with that level of care ordinarily exercised by members of the profession currently practicing in the same location under the same general conditions.
- C. If, during the course of the Agreement, the services rendered do not meet the requirements as set forth in Attachment A, the Consultant will correct, modify, and/or remodel the required work.

2. TIME OF PERFORMANCE

A. The term of this Agreement is through December 31, 2026 unless such term is properly amended pursuant to the provisions of this Agreement.

3. COMPENSATION

- A. The City shall pay the Consultant an amount not to exceed amounts established in Attachment A. Such payment shall constitute full and complete payment by the City under this Agreement and shall include payment for costs and out-of-pocket expenses.
- B. The Consultant shall submit invoices to the City upon conclusion of each complete initial plan review or, for plan review entailing more than a calendar month of timeline, may submit monthly invoices during the progress of work for payment for work completed to the date of the invoice. Invoices shall be in a format acceptable to the City and contain a complete report of work performed for each project by major work element or, in the case of projects extending beyond a one-month timeframe, a progress report of work performed.
- C. The City shall have the right to withhold payment to the Consultant for any work which is not completed in accordance with Attachment A until such time as consultant modifies such work so that it is in accordance with Attachment A.
- D. The City shall pay all invoices from the Consultant within thirty (30) days of actual receipt of a properly completed and accepted invoice. The City shall notify Consultant within twenty (20) days from receipt of any disputed invoices. Extra services shall be negotiated on a lump sum fee.

4. EXTRA CONSULTING SERVICES

A. The City may desire to have the Consultant perform work or render services in connection with the project other than that provided for by the express intent of this Agreement. Such will be considered "Extra Work", supplemental to this Agreement, and subject to change orders setting forth the nature, scope, and compensation therefore. Work under such change orders shall not proceed unless and until so authorized in writing by the City.

5. OBLIGATIONS

A. The City shall furnish applicable manuals of procedures, and appropriate City policy directions concerning procedures and project information.

6. INDEPENDENT CONTRACTOR

A. The Consultant is and shall be at all times during the term of this Agreement an independent contractor.

7. HOLD HARMLESS

A. The Consultant shall hold the City and its officers, agents, and employees harmless from all suits, claims or liabilities of any nature, including attorney's fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Consultant, its agents or employees pursuant to this Agreement, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the consultant shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment

by the City, the Consultant shall pay the same. This paragraph survives termination of this agreement.

8. INSURANCE

A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subconsultants. The cost of such insurance shall be paid by the Consultant.

Consultant shall maintain limits no less than:

Comprehensive General Liability: \$1,000,000 combined single limit per occurrence.

Comprehensive Professional Liability: \$1,000,000 combined single limit per occurrence.

Consultant shall furnish the City with certificates of insurance affecting coverage required by this clause. The City shall be named a primary non-contributory additional insured on said policies.

9. OWNERSHIP OF DOCUMENTS

- A. Upon payment to the Consultant by the City of all compensation due under this Agreement, all finished or unfinished documents and material prepared by the Consultant with funds provided by this Agreement shall become the property of the City and shall be forwarded to the City at its request.
- B. Any records, reports, information, data, or other documents or materials given to or prepared or assembled by the Consultant under this Agreement which the City

requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. CHANGE OF SCOPE

A. All parties may request changes in the scope of services, performance or reporting standards to be performed or provided under this Agreement. Such changes, including any increase or decrease in the amount of the consultant's compensation, which are mutually agreed upon by the consultant and the City, shall be incorporated in written amendments to this Agreement.

11. COMPLIANCE WITH LAWS

A. The Consultant will comply with all applicable state, federal and City laws and safety regulations, including the procurement of a City Business License within forty five (45) days of contract execution.

12. RESERVATION OF RIGHTS

A. Payment by the City or performance and acceptance of payment by the Consultant shall not be construed to waive any party's rights or remedies against the other.

Failure to require full and timely performance of any provisions at any time shall not waive or reduce the right to insist upon timely performance of such provision thereafter.

13. NON-EXCLUSIVITY

A. The City reserves the right to enter into or maintain contracts with other firms that provide similar services/products.

14. ASSIGNMENT

A. Neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other.

15. AMENDMENT

A. Neither this Agreement nor any term, provision, or condition hereof may be changed, supplemented, waived, or discharged orally, but only by an instrument in writing signed by both parties

16. GOVERNING LAW / FORUM FOR DISPUTE

A. The Parties hereto agree that this Agreement shall be governed by the laws of the State of Washington. In the event there is an action or proceeding arising in connection with this Agreement it shall be brought and litigated Yakima County Superior Court, Washington. The prevailing Party in a dispute brought in connection with this Agreement shall be entitled to an award of reasonable attorneys' fees and costs.

17. SEVERABILITY

A. If any provisions of this Agreement are held invalid, the remainder of this

Agreement shall not be affected thereby if such remainder would then continue to
serve the purposes and objectives of the contemplated project as determined by
the City.

18. TERMINATION OR SUSPENSION OF AGREEMENT

A. The right is reserved by the City and Consultant to terminate or suspend this

Agreement at any time by giving thirty (30) days' written notice to the other party.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, or other material prepared by the Consultant pursuant to this Agreement, shall be submitted to the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination.

B. In the event that the City requests termination of the work prior to completion, Consultant reserves the right to complete such analyses and records as may be necessary to place their files in order.

19. INTEGRATED DOCUMENT

A. This Agreement embodies the agreement between the City and the Consultant.

No verbal agreements or conversation with any officer, agent or employee of the

City prior to the execution of this Agreement shall affect or modify any of the terms

or obligations contained in any documents comprising this Agreement. Any such

verbal contract shall be considered as unofficial information and in no way binding

upon the City.

EXECUTED this	day of	, 2025	
CONSULTANT		CITY OF UNION GAP	
	S J. Williams Consultants	By Gregory Cobb, City Manage	r

ATTACHMENT A

PLAN REVIEW

- A. CWA Consultants (Consultant) will review plans submitted with building permit applications for structural and non-structural code compliance in accordance with the currently adopted Washington State Building Code with Amendments and the Union Gap Municipal Code. The Consultant will confer with the Building Official and his/her agent on any portion of the review.
- B. The Consultant will not design for the applicant, make any change on the plans that are structural in nature, or make any changes that directly contradict other information on the plans. These changes must be made by or under the direction of the applicant. All notes and details must be on the approved permit set of plans.
- C. If corrections or additions are required, the Consultant will write or send a review letter addressed to the Building Official and will send a copy to the review contact person for the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions / additions to the City of Union Gap per the submittal requirements for the permit type under review.
- D. The Consultant will indicate that the plans have been reviewed and found to be in substantial compliance with applicable codes and ordinances. The Consultant's company name, plan reviewer's signature, and date of compliance will be affixed to each plan.

2. FEES

A. The City of Union Gap shall pay CWA Consultants no more than the fee calculated using the methods outlined below.

- B. Upon completion of an initial plan review, a billing statement will be issued by CWA Consultants to the City of Union Gap. Each billing statement will include the application number and the address of the plan reviewed, along with the fee.
- C. The Consultants shall provide monthly statements, by the end of the first five working days of a month, showing paid invoices and pending invoices to the Building Official.
- D. Valuation figures used to determine the plan review fees will be determined by the City of Union Gap. CWA Consultants will use the following percentages to determine our fees:

Commercial Plan Review -	- FULL REVIEW
Total Valuation	Fee
\$1 to \$500,000	80% of the City of Union Gap Plan Review Fee
\$500,001 to \$2,500,000	70% of the City of Union Gap Plan Review Fee
\$2,500,001 and Up	60% of the City of Union Gap Plan Review Fee
Commercial Plan Review -	- PARTIAL REVIEW (Structural or Non-Structural)
Total Valuation	Fee
\$1 to \$500,000	60% of the City of Union Gap Plan Review Fee
\$501,001 to \$2,500,000	50% of the City of Union Gap Plan Review Fee
\$2,500,001 and Up	40% of the City of Union Gap Plan Review Fee
Residential Plan Review	
\$1 to \$250,000	Reviewed at an hourly rate of \$120/Hour
\$250,001 and Up	75% of the City of Union Gap Plan Review Fee

- All other services will be billed at \$120 per hour.
- There is a minimum charge of \$240 (2 hours) for all reviews.
- If more than two rechecks are required, an additional hourly fee will apply.

3. PROCESS

- A. The City will determine which plans are to be reviewed by the Consultant.
- B. The City will intake, track and process the permit applications and all revisions per current building and permit Administration procedures.
- C. The Consultant will be responsible for the transportation of plans and revisions to and from the City. The Consultant will pick up and deliver as needed.
- D. The Consultant will do the initial review and will have either approved the application and notified the City of approval and the City with corrections within the time frames listed below:

New Single-Family
 10 days (2 weeks)

Multi-Family Units
 15 days (3 weeks)

• Commercial 20 days (4 weeks)

High Rise Buildings
 25 days (5 weeks)

- Turn-around for all other types of permit applications is to be negotiated.
- E. The Consultant will review any revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notified the City of compliance, or if the plans are still not complete, the City with additional revision requests within the time frames specified above.
- F. The plan review fee will include a maximum of two rechecks. If the plans require more than two rechecks, an hourly fee of \$120.00 per hour will be accessed to the applicant.
- G. The review time may be negotiated based on the number and complexity of plans to be reviewed. The Consultant will not be held responsible for delays beyond the Consultant's control.



City Council Communication

Meeting Date: December 8, 2025

From: Jason Cavanaugh; Director of Public Works & Community Development

Topic/Issue: Resolution – Selection of Professional Municipal Engineering Services; Calendar

Years 2026 thru 2028

SYNOPSIS: As required, the City advertised for requests of statements of qualifications (SOQ), from interested firms, to provide Professional Municipal Engineering Services during the 2026, 2027 & 2028 calendar years.

The Public Works Committee has reviewed, and ranked, all proposals received. The total combined ranking is attached; with HLA Engineering and Land Surveying, Inc. ranking highest for Professional Municipal Engineering Services during the 2026, 2027 & 2028 calendar years.

RECOMMENDATION: Authorize the City Manager to negotiate a Professional Services Agreement with HLA Engineering and Land Surveying, Inc. for Professional Municipal Engineering Services for the 2026, 2027 & 2028 calendar years.

The firm referenced above shall be placed on the City's Small Works Roster for engineering services.

LEGAL REVIEW: This resolution has been reviewed by the City Attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. SOQ Municipal Engineering Services Advertisement

3. SOQ Consultant's Final Ranking

CITY OF UNION GAP, WASHINGTON RESOLUTION NO. ____

A RESOUTION authorizing the City Manager to negotiate a Professional Services Agreement, with HLA Engineering and Land Surveying, Inc., for Professional Municipal Engineering Services for the 2026, 2027 & 2028 calendar years.

WHEREAS, the City advertised for statements of qualifications from interested firms to provide Professional Municipal Engineering Services for the 2026, 2027 & 2028 calendar years; and

WHEREAS, the City's Public Works & Community Development Committee has reviewed and ranked the Statements of Qualifications received from interested parties; and

WHEREAS, the City desires to enter into a Professional Services Agreement with HLA Engineering and Land Surveying, Inc. for Professional Municipal Engineering Services for the 2026, 2027 & 2028 calendar years.

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

The City Manager is authorized to negotiate a Professional Services Agreement with HLA Engineering and Land Surveying, Inc., for Professional Municipal Engineering Services for the 2026, 2027 & 2028 calendar years.

PASSED this 8th day of December, 2025

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Lynette Bisconer, City Clerk

Jessica Foltz, City Attorney

City of Union Gap, Washington Request for Statement of Qualifications Municipal Engineering Services

The City of Union Gap is inviting Statements of Qualifications (SOQ) from firms interested in providing professional municipal engineering services for the 2026- 2028 calendar years. The City will select a consulting engineering firm to perform a range of municipal engineering services for water, sewer, drainage, and street projects; comprehensive plans; municipal planning; traffic studies; capital facilities plans; rate studies; technical reports; cost estimates; environmental reviews; funding applications; surveys; plans; specifications; services during construction; and funding administration. Design, plans, specifications, and construction services may involve projects funded by TIB, STBG, USDA, WSDOT SRTS and Ped/Bike, CERB, CDBG, DWSRF, PWB, LID, RCO, FMSIB, Ecology, SRF/Centennial Clean Water, Yakima County SIED, federal stimulus funds, and other applicable programs administered through WSDOT, the Department of Commerce, or other state, county, and local agencies.

The City may submit grant application(s) to the Washington State Department of Commerce Community Development Block Grant (CDBG) program and/or applications to other agencies/programs for funding to complete a study and/or construction project(s). Should CDBG grant funds be secured, cost plus percentage of construction cost consultant agreements will not be allowed. State and federal equal opportunity and affirmative action requirements will apply to the selection process, consultant agreement and conduct of the project.

SOQs shall be limited to thirty (30) pages excluding a one-page cover letter and front and back covers (if used). Selection criteria will include key personnel; firm experience with plans, specifications, and cost estimates; environmental/permitting processes; familiarity with Union Gap and/or similar municipalities; experience with state and federal funding programs and regulatory agencies; and past performance/references. The most highly rated firm will be selected for negotiation of a professional services contract. Interviews may be held at the City's discretion.

SOQs shall be submitted electronically in PDF format to Jason Cavanaugh, Director of Public Works and Community Development, jason.cavanaugh@uniongapwa.gov by 2:00 p.m., November 19, 2025. No submittals will be accepted after that date and time. Questions regarding this solicitation should be directed to Jason Cavanaugh at jason.cavanaugh@uniongapwa.gov or (509) 249-9206.

Qualified disadvantaged, minority, and women-owned firms are encouraged to respond. The City of Union Gap is an equal opportunity and affirmative action employer.

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The City, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities.

Dates of Publication: November 6, 2025

Post: State Office of Minority and Women's Business Enterprises (OMWBE)

STATEMENT OF QUALIFICATIONS ~

Municipal Engineering Services - Calendar Years 2026, 2027, 2028

JASON CAVANA		25 29	32
DAVID DOMING	SUEZ	20	
		29	34
JACK GALLOV	VAY	24	28
ROGER WENTZ		25	33
TOTAL COM	BINED SCORE	103	127
Additional Notes:			

REV 12.02.25



City Council Communication

Meeting Date: December 8. 2025

From: Jason Cavanaugh; Director of Public Works & Community Development

Topic/Issue: Resolution – Authorize City Manager to Sign an Agreement with Enviro-Clean

Equipment Company

SYNOPSIS: Included in the Public Works Department's 2025 Budget is the purchase of a new Street Sweeper. The City is ready to enter into a purchasing agreement, with Enviro-Clean Equipment Company for a *RAVO R5 Street Sweeper*.

Purchasing this equipment from Enviro-Clean Equipment Company meets all bid requirements for the City.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign a purchasing agreement with Enviro-Clean Equipment Company for the Public Works Department equipment.

LEGAL REVIEW: City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. Enviro-Clean Equipment Company Purchasing Agreement

CITY OF UNION GAP, WASHINGTON RESOLUTION NO. ____

A RESOLUTION authorizing the City Manager to sign a purchasing agreement with Enviro-Clean Equipment Company for the Public Works Department equipment.

WHEREAS, the City of Union Gap completed all of the necessary bid process requirements in order to purchase the *RAVO R5 Street Sweeper*; and

WHEREAS, on November 24, 2025, City Council accepted Enviro-Clean Equipment Company's bid as the lowest responsive and responsible.

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

Authorization for the City Manager to sign a purchasing agreement with Enviro-Clean Equipment Company for the Public Works Department equipment.

PASSED this 8th day of December, 2025.

John Hodkinson, Mayor

ATTEST:

Lynette Bisconer, City Clerk

Jessica Foltz, City Attorney



2395 NW Eleven Mile Ave Gresham, OR 97030 (503) 491-3393 (Office)

OPPORTUNITY NAME	PURCHASE AGREEMENT DATE	EXPIRATION	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
City of Union Gap, WA - Ravo	12-03-2025	12-30-2025	12-30-2025	Union Gap, WA	Due on Receipt

CI	191	$\Gamma \cap I$	MER	INF	ORI	МΔТ	ION	١.
υı	JO	u	VI I	HAL	UNI	VIA I	IUI	١.

Salesperson. Jim Brennan

Customer: Union Gap Contact: Jason Cavanaugh

Address: 102 West Ahtanum Road, Union Gap, WA 98903

Phone: Cell Phone: (509)952-8371 Email Address: jason.cavanaugh@uniongapwa.gov

EQUIPMENT DESCRIPTION

INV Number	Year	Make	Model
INV-00004248	2025	Ravo	R5i

INVENTORY SPECS

RAVO R5, 25 MPH, meeting NHTSA Road safety standards

Tier 4 engine

Air suspended, power adjustable & heated driver seat (New)

Tinted windscreen

RAVO Telematics incl. 3 year connectivity

Standard tipping container

Inspection door retainer

Wide sweeping

Gutter brush angle adjustment right hand side

Dual tires

Step on brooms

License plate holder

12V Plug inside cabin

Air conditioning

Coated suction line + Suspended swivel wheel

Aluminum cover inside rear door

Hydraulically operated easy liftable grid

LED work light package (brushes, cabin, container)

Rearview camera

LED beacon light (front and back)

Engine safety stop

Suction nozzle camera + second monitor

Heated and electrically adjustable mirrors

Central door lock (doors lockable from inside)

Service manual

Cruise control (during sweeping)

PM10 Standard

Broom and suction system

Gutter brush angle adjustment left and right-hand side

Borium Fan

Third brush / Weed cutter complete (double angle adjustment included)

Hydraulic suction tube shutter with switch in cabin (shuts the suction tube off from the hopper)

Water options

High pressure water pump (4 GPM @ 2175 PSI) with (New****) spray gun with power control mounted right hand side, not possible to use while sweeping

Water recycling system in front of container (not i.c.w. 16.4.x)

Accessories

Toolbox (mounted in front of the passenger's seat)

Mounting rack on rear door of the container (standard i.c.w. 11.1)

Air deflection plate (standard i.c.w. 1.3)

Extra Optional Add On's:

- *** Extra sets of brooms:
- Main side brooms \$474 per set of (2)
- Front 3rd weed cutter broom \$385 each (per one)
- *** Wander hose (8 inch) through container roof and mounted on rear door including mounting rack \$8,970.00

Trade In Information

Trade In Year	Trade In Make	Trade In Model	Trade In Amount
Add Ons Price each	Misc Cha	arge Details	
\$0.00			

TERMS OF SALE: \$339,700.00 **Purchase Price Each: Purchase Quantity:** 1 Total \$339,700.00 **Add Ons Total** \$0.00 Less Trade in value(s): Sales Tax: Applicable sales taxes will be applied to final invoice. **TBD** Federal Excise Tax 12% **Federal Excise Tax Total** \$0.00 Title, Registration, and Dealer Fees total \$0.00 Freight Each: **Total Freight:** \$0.00 **If a deposit is required, a deposit **Total Amount Due:** invoice will follow. ** \$339,700.00

TERMS AND CONDITIONS:

^{1.} Customer's responsibilities. Customer agrees to pay Enviro-Clean Equipment (EnviroClean) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although EnviroClean has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against EnviroClean. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18%

per annum).

- 2. Deposit. Should EnviroClean fail to accept this offer or be unable to deliver the vehicle as promised, the Customer's sole remedy against EnviroClean shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, EnviroClean may elect to retain the deposit, and sue for any actual damages incurred by EnviroClean for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach
- 3. Warranties. All used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. EnviroClean SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. No other person is authorized to make any representations or warranties on behalf of EnviroClean, unless made or assumed in writing by EnviroClean.
- 4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against EnviroClean for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless EnviroClean receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless EnviroClean receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless EnviroClean and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of EnviroClean, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

- 5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse EnviroClean for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. EnviroClean is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.
- 6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Multnomah County, Oregon, and this agreement shall be construed under the laws of the State of Oregon. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that EnviroClean is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:	Enviro	Clean REPRESENTATIVE:
	Signature	Signature
	Print Name	Print Name
	Customer PO Number	Date
	 Date	Contact Email
		Contact Cell

Enviro-Clean Equipment 2395 NW Eleven Mile Ave Gresham, OR 97030 (503) 491-3393 (Office)



City Council Communication

Meeting Date: December 8, 2025

From: Jason Cavanaugh, Director of Public Works & Community Development

Topic/Issue: Resolution – Yakima Valley Conference of Governments – 2026 Land Use

Planning / GIS Analyst Services Contract

SYNOPSIS: The attached Land Use Planning GIS Analyst Services Contract with Yakima Valley Conference of Governments (YVCOG) allows the City to secure certain technical planning assistance in addition to normal Conference activities.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign a Land Use Planning / GIS Analyst Services Contract - Yakima Valley Conference of Governments.

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

FINANCIAL REVIEW: Funding for this contract is included in the 2026 Budget.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. YVCOG Land Use Planning and/or GIS Analyst Services

CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION authorizing the City Manager to sign a contract with Yakima Valley Conference of Governments (YVCOG) for Land Use Planning and/or GIS Analyst Services.

WHEREAS, the Yakima Valley Conference of Governments (YVCOG) offers a service to municipalities for Land Use Planning and/or GIS Analyst Services; and

WHEREAS, the City has determined that a need exists to secure certain technical planning assistance in addition to normal Conference activities; and,

WHEREAS, the City may from time to time, and on an as needed basis, seek assistance from YVCOG on Land Use Planning and/or GIS Analyst Services; and,

WHEREAS, the City desires to enter into a contract with YVCOG for certain Land Use Planning and/or GIS Analyst Services;

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

The City Manager is authorized to sign an agreement with the Yakima Valley Conference of Governments for Land Use Planning and/or GIS Analyst Services.

PASSED this 8th day of December, 2025.

	John Hodkinson, Mayor
ATTEST:	
Lynette Bisconer, City Clerk	Jessica Foltz, City Attorney

CITY OF UNION GAP LAND USE PLANNING AND/OR GIS ANALYST SERVICES

THIS CONTRACT, entered into this 1st day of January, 2026 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Union Gap, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by John Hodkinson, Mayor, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

- 1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:
 - 1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor or City Administrator;
 - 1.2 Assist the City in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor or City Administrator;
 - 1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.
- 2. Time of Performance. The services provided by the Conference pursuant to this contract shall:

\mathbf{X}	Commence on $01/01/2026$ and shall end on $12/31/2026$
	Contracted service hours per month for land use planning and / or GIS Analyst (includ
	indirect costs, excludes other direct costs such as travel, copies, postage, etc):
	53 hours (time per month) of GIS/Land Use planning services,
	In the amount of \$5,247.00 per month. (Initial Here)

Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the

City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

- 4. Compensation and Method of Payment. The compensation and reimbursement to be paid by the City hereunder shall be per month for staff services plus any and all additional direct expenses; such as travel, postage, etc. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.
- 5. Invoicing. The Conference shall submit monthly billings to the City for payment each month. The City agrees to submit reimbursement by the last working day of each month. The final invoice shall be submitted within 15 days after the ending date of the contract.
- 6. Termination.
 - 6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.
 - 6.2. Termination for Convenience. Either the City or the Conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.
- 7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.
- 8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement for the year 2026, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS	City of Union Gap YAKIMA COUNTY
BY:	BY:
Executive Director	Gregory Cobb, City Manager
ATTEST:	ATTEST:



City Council Communication

Meeting Date: December 9, 2025

From: Dustin Soptich, Chief of Police

Topic/Issue: Resolution - Peregrine Professional Service Contract

SYNOPSIS: The Union Gap Police Department would like to contract with Peregrine Technologies for one year, totaling \$20,000, to integrate our data and have access to the Peregrine platform, which will unify and maximize the value of our data, allowing the Police Department to make faster, smarter decisions. A presentation of the value that can be added to the police department was provided in a study session on November 17th, 2025.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign the professional services contract with Peregrine Technologies.

LEGAL REVIEW: City Attorney reviewed the contract.

FINANCIAL REVIEW: The cost is included in the 2026 budget.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. Peregrine Technologies Standard Order Form/Contract

CITY OF UNION GAP, WASHINGTON RESOLUTION NO. ____

A RESOLUTION authorizing the City Manager to sign a professional services contract with Peregrine Technologies.

WHEREAS, the City of Union Gap's Police Department would benefit from the professional services provided by Peregrine Technologies;

WHEREAS, Peregrine Technologies software integrates multiple law enforcement data systems, and provides a user-facing application for searching across those data sets, analyzing the data to provide mapping, link analysis, and dashboards, making law enforcement processes more efficient. Peregrine has been identified as a sole source for the professional services they offer;

WHEREAS, the City of Union Gap's Police Department desires to contract with Peregrine Technologies;

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

The City Manager is authorized to sign a contract with Peregrine.

PASSED this 8 th Day of December, 2025.	
	John Hodkinson, City Mayor
ATTEST:	
Lynette Bisconer, City Clerk	Jessica Foltz, City Attorney



Peregrine Customer Order Form & Scope of Services

Customer Information		
Customer Name: City of Union Gap Police Department	Contact: Gregory Cobb, City Manager	
Address: 102 W Ahtanum Rd Union Gap, WA 98903	Phone: (509)248-0430	
Quote POC Email: gregory.cobb@uniongapwa.gov	Customer Invoice Email:	

Peregrine Services

Effective Date: Three (3) business days after full execution of this Agreement

Note: Execution of this Agreement by the City of Union Gap is pending Yakima Consortium for Regional Public Safety ("YAKCORPS") approval granting countywide access to Spillman CAD and Spillman RMS data.

Initial Term: From the Effective Date through twelve (12) months thereafter ("Initial Term").

Service Fee: The following fee schedule is available to the Customer if Order Form is signed on or before January 15, 2026. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of \$20,000 annually for the Term as follows:

a. \$20,000 within 30 days of the Effective Date

Users: Customer may allow an unlimited number of employees of the City of Union Gap Police Department ("City of Union Gap PD") to access and use the Service. City of Union Gap PD employees are the only authorized users under this Agreement.

Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.

Professional Services: The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Spillman CAD and Spillman RMS governed by the Yakima Consortium for Regional Public Safety ("YAKCORPS").

The Customer is responsible for any third-party API or data access fees.

Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work.

For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the "Terms and Conditions," and together with this Order Form, the "Agreement"). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

	Customer	
	Ву:	
Nicholas Noone	Name:	
President & CEO	Title:	
	Date Signed:	
	Attest:	
	Name:	
		Nicholas Noone Name: President & CEO Title: Date Signed: Attest:

Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form ("Order Form") by Peregrine Technologies, Inc. ("Peregrine") to City of Union Gap Police Department ("Customer"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"Aggregated Data" has the meaning specified in Section 6.1.

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

"Client-Side Software" means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine's mobile application(s).

"Criminal Justice Information Services Division" or "CJIS" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"Customer Data" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does <u>not</u> include Aggregated Data.

"Documentation" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"Personal Information" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

"Professional Services" has the meaning specified in Section 2.2.

"Service" means Peregrine's proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"SOW" has the meaning specified in Section 2.2.

"Third Party Data" means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"Third Party Products" means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

"Users" means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer's

use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("Onboarding and Training Services"), and (iii) telephone and standard technical support to Customer during normal business hours ("Technical Support"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

- **2.2. Professional Services.** Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "SOW," and such services, the "Professional Services"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("Work Product"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.
- **2.3.** Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.
- **2.4. Compliance with Applicable Laws**. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.
- **2.5. Licenses and Permits.** Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.
- 2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.
- 2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's

provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "Service Suspension"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

- 2.8. Third Party Products. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.
- 2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("Open Source Components"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

- **3.1. Generally.** Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d)_ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.
- **3.2. Use Restrictions.** Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j)

access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

- 3.3. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.
- **3.4. Operation Restrictions.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.
- 3.5. **Customer Logo.** Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.
- **3.6. Feedback**. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (**"Feedback"**), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

- **4.1. Fees.** Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.
- **4.2. Payment Terms.** Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.
- **4.3. Taxes.** Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 5. Proprietary Rights. The "Peregrine Technology "means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "Peregrine Technology" does not include Customer Data.

6. Data Access, Sharing and Security.

- **6.1. Customer Data.** Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.
- **6.2. CJIS Security Policy.** Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.
- **6.3. Third Party Data.** Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.
- **6.4. Processing of Personal Information**. Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy https://peregrine.io/privacy-policy/. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.
- **6.5. Sensitive Information; Marking Requirements.** To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("Sensitive Information"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

7. Confidentiality.

- **7.1. Definition of Confidential Information.** The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.
- **7.2. Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall

provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- **7.3. Exceptions.** The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.
- **7.4. Public Records Acts**. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.
- **7.5. Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

- **8.1. Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.
- **8.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("Customer Indemnified Parties") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "Customer Claim"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer

to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

- 9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees ("Peregrine Indemnified Parties") against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's negligence, gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a "Peregrine Claim"), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.
- 9.3. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.
- 10. Limitation of Liability.
- **10.1. Exclusion of Consequential and Related Damages.** EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- **10.2. Liability Cap.** IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11. Term & Termination.

- **11.1. Term of Agreement.** This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2
- **11.2. Termination for Cause.** A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.
- **11.3. Data.** Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.
- **11.4. Survival.** The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

- **12.1. Insurance**. Peregrine shall maintain the insurance coverages described on Appendix A: Insurance.
- **12.2. Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Peregrine shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.
- **12.3. Peregrine's Books and Records.** To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.
- **12.4. Force Majeure.** Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.
- **12.5. Federal Government.** Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.
- **12.6.** Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "Additional Government Terms"). The Additional Government Terms, if any, are attached hereto as **Appendix B: Additional Government Terms** and will govern to the extent of any conflict with any other term of this Agreement.
- **12.7. Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.
- **12.8. Waiver; Cumulative Remedies Severability.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- **12.9. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

- **12.10. Governing Law.** This Agreement shall be governed by the laws of Washington. The state courts located in Yakima County, CA or the United States District Court for the Eastern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.
- **12.11. Construction.** The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion
- **12.12. Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

<u>General requirements.</u> Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

<u>Additional requirements.</u> Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

<u>General requirements.</u> Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

<u>Claims-made limitations.</u> The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

<u>Deductibles and Self-Insured Retentions.</u> Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than \$100,000.

<u>Wasting Policies.</u> No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

<u>Waiver of Subrogation</u>. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

<u>Subcontractors.</u> Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

<u>Excess Insurance.</u> If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

<u>Remedies.</u> In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

Appendix B: Additional Government Terms

No additional government terms and conditions.

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING UNION GAP COUNCIL CHAMBERS

Union Gap, Washington November 24, 2025, Regular Meeting MINUTES

Call to Order Mayor Hodkinson called the Regular Meeting of the Union Gap City

Council to order at 6:00 p.m.

Council Members Present Council Members Dailey, Galloway, Wentz, Fredrickson, and Sewell

were present.

Staff Present City Manager Cobb, City Attorney Foltz, Police Chief Soptich, Fire

Chief Markham, Public Works & Community Development Director Cavanaugh, Finance & Administration Director Bisconer,

and Civil Engineer Dominguez were present.

Audience Present See attached list.

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

Excuse Council Member Motion by Council Member Wentz, second by Council Member

Galloway to excuse Council Member Schilling. Motion carried

unanimously.

Consent Agenda Motion by Council Member Wentz, second by Council Member

Galloway, to approve the consent agenda as follows:

Regular Council Meeting Minutes, dated November 10, 2025, as

attached to the agenda and maintained in electronic format

Claims Vouchers – EFT's, and Check No. 111313 and Check No's 111321 through 111393 for November 24, 2025, in the amount of

\$399,142.80

Payroll Vouchers - EFT's, and Checks No's 111314 through 111320 for the month of October 2025, in the amount of

\$551,691.35

Motion carried unanimously.

Finance & Administration

Public Hearing - 2026 Final At 6:03 p.m., Mayor Hodkinson opened a Public Hearing regarding

Budget

the 2026 Preliminary Budget. Finance & Administration Director Bisconer gave an overview of the 2026 Budget. With no written or public testimony, Mayor Hodkinson closed the Public Hearing at 6:04 p.m.

Ordinance No. - 3133 -Adopting 2026 Budget Motion by Council Member Wentz, second by Council Member Galloway, to adopt Ordinance No. – 3133 – Adopting 2026 Budget for the City of Union Gap, Washington, for the fiscal year ending December 31, 2026. Motion carried unanimously.

Ordinance No. - 3134 - Craft Night Reserve Fund Motion by Council Member Galloway, second by Council Member Wentz, to adopt Ordinance No. – 3134 – Providing for the closure of Fund 110 and authorizing the transfer of money from the closed fund to Fund 001. Motion carried unanimously.

Ordinance No. - 3135 – Senior Activity Fund Motion by Council Member Fredrickson, second by Council Member Sewell, to adopt Ordinance No. – 3135 – Providing for the closure of Fund 114 and authorizing the transfer of money from the closure fund to Fund 001. Motion carried unanimously.

Ordinance No. – 3136 – 2025 Budget Amendment – Library & Community Center Fund Motion by Council Member Wentz, second by Council Member Galloway, to adopt Ordinance No. – 3135 – Amending the 2025 budget authorizing revenues and expenditures of \$87,639.52 providing for the 2025 activity and closure of Fund 311 and authorizing the transfer of money from the closed fund to Fund 001. Motion carried unanimously.

Resolution No. – 25-78 – Refund Policy

Motion by Council Member Wentz, second by Council Member Galloway, to approve Resolution No. – 25-78 – Refund Policy Motion carried unanimously.

Ordinance No. – 3137 – 2026 Exempt Employee Annual Salary Motion by Council Member Sewell, second by Council Member Galloway, to adopt Ordinance No. – 3137 – Authorizing salaries and wages for the City Manager, Director of Public Works and Community Development, Civil Engineer, Director of Finance and Administration, Police Chief, Police Lieutenant, and Operations Manager for 2026-2027. Motion carried unanimously.

Public Works & Community Development

Public Hearing – South 10th Avenue Condemnation At 6:13 p.m., Mayor Hodkinson opened a Public Hearing regarding the South 10th Avenue condemnation Action: Parcel 181336-34006.

Action; Parcel 181336-34006

Public Works & Community Development Director Cavanaugh introduced Attorney Ken Harper. Mr. Harper gave an overview of the South 10th Avenue Condemnation Action. With no written or public testimony, Mayor Hodkinson closed the Public Hearing at 6:19 p.m.

Ordinance No. – 3138 – South 10th Avenue Condemnation Action; Parcel 181336-34006

Motion by Council Member Wentz, second by Council Member Galloway, to adopt Ordinance No. – 3138 – Authorizing and providing for the condemnation of land and real property interests required for the construction and implementation of the 10th Avenue South #475 Bridge Replacement Project within the City of Union Gap; directing the initiation of appropriate proceedings in the manner provided by law for said condemnation; providing for severability; establishing an effective date; and other matters relating thereto. Motion carried unanimously.

Resolution No. – 25-79 – Drinking WA State Revolving Fund Construction Loan – Main Street Water Main Improvements

Motion by Council Member Wentz, second by Council Member Sewell, to approve Resolution No. – 25-79 – Authorizing submission of a Department of Health Driking Water State Revolving Fund (DWSRF) Construction Loan application for the Main Street Water Main Improvements projects. Motion carried unanimously.

Resolution No. – 25-80 – HLA Professional Service Agreement; Main Street Pavement Preservation

Motion by Council Member Wentz, second by Council Member Fredrickson, to approve Resolution No. – 25-80 – Authorizing the City Manager to negotiate a Professional Services Agreement, with HLA Engineering and Land Surveying Inc., for the 2025 National Highway System Asset Management Program (NHS) funded project – Main Street Pavement Preservation. Motion carried unanimously.

Resolution No. – 25-81 – Award of Bid – Street Sweeper

Motion by Council Member Dailey, second by Council Member Galloway, to approve Resolution No. – 25-81 – Accepting the lowest responsible bidder, Enviro-Clean Equipment's bid, and awarding the contract for the Street Sweeper Procurement project to Enviro-Clean Equipment. Motion carried unanimously.

Ordinance No. - 3139 – Amending UGMC Chapter 12.04 – Water Rates and Regulation

Motion by Council Member Dailey, second by Council Member Galloway, to adopt Ordinance No. – 3139 – relating to utility rates; modifying the monthly water service rate to be paid to the City for the provision of water services; amending sections of the Union Gap Municipal Code (UGMC) Sections 12.0; providing for severability and establishing effective dates. Motion carried unanimously.

Resolution No. - 25-82 -

WSDOE – Stormwater Capacity Agreement #WQSWCAP-2527-UniGap 00190 Motion by Council Member Wentz, second by Council Member Galloway, to approve Resolution No. – 25-82 – Authorizing the City Manager to sign Agreement, WQSWCAP-2527-UniGap-00190, with the Washington State Department of Ecology, for the 2025-2027 Biennial Stormwater Capacity Grant Program. Motion carried unanimously.

Recess to 10-Minute Executive Session

At 6:28 p.m., Mayor Hodkinson adjourned to a 10-minute Executive Session to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public; pursuant to RCW 42.30.110(1)c. The Council will not be taking action after the executive session. Council Members, City Manager Cobb, City Attorney Foltz, and Attorney Ken Harper attended.

Reconvened Meeting

Mayor Hodkinson reconvened the Executive Session Meeting at 6:38 p.m.

Committee Reports

Council Member Dailey informed that the Yakima Greenway is hosting a 2025 Turkey Trot at Sarg Hubbard Park on Thanksgiving morning.

Items from the Audience:

None.

City Manager Report

City Manager Cobb reported that the Association of Washington Cities (AWC) will be hosting an on-site Elective Officials Essential training on December 6th. Council Members Hodkinson, Dailey, Galloway, Wentz, Fredrickson, and Sewell express their intent to attend.

Communications/Questions/

Comments

None

Development of Next Agenda

None

Adjournment of Meeting

Mayor Hodkinson adjourned the regular meeting at 6:41 p.m.

ATTEST:

Gregory Cobb, City Manager

Lynette Bisconer, City Clerk

CITY OF UNION GAP REGULAR UNION GAP COUNCIL MEETING SIGN IN SHEET

6:00 P.M. - November 24, 2025

NAME (Please Print)

ADDRESS

Jeanna Hernandez Maralyn Killorn	24 Noy 2025	Yahima U.G.
Maralyn Killorn	65	OU.G.
Maralyn Killorn		(Jokena)
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Meeting Date: December 8, 2025

From: Lynette Bisconer, Director of Finance and Administration

Topic/Issue: Claim Vouchers – December 8, 2025

SYNOPSIS: Claim Vouchers Dated December 8, 2025

RECOMMENDATION: Request Council to approve EFTs and Voucher No. 111394 through 111458

in the amount of \$792,361.13.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Register

2. Detailed Claim Voucher Register

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Trans	Date	Туре	Acct #	War #	Claimant	Amount	Memo
7171	11/25/2025	Claims	2	EFT	WA STATE DEPT OF LICENSING	435.00	DRIVING RECORD CHECKS
7173	11/25/2025	Claims	2	EFT	WA STATE DEPT OF LICENSING	75.00	DRIVER RECORD CHECKS
7240	12/03/2025	Claims	2		PATHPOINT MERCHANT SERVICES LLC	2.50	ONLINE PAYMENTS FEE - 11/2025
7257	12/08/2025	Claims	2	EFT	CENTURY LINK	1,331.57	FIRE DEPT - 11/2025; SENIOR CENTER - 11/2025; CIVIC CENTER PHONE & FAX LINE - 11/2025; PUBLIC WORKS - 11/2025; CIVIC CENTER TRUNK SVC - 11/2025
7258	12/08/2025	Claims	2	EFT	OFFICE DEPOT-CITY HALL		INK CTG'S & WELLNESS SUPPLIES; HP 218 A INK TONER - BLACK, MAGENTA, & YELLOW
7259	12/08/2025	Claims	2	EFT	OFFICE DEPOT-PD		GEL BLACK 12PK PENS; POST-IT NOTES, MANILA FOLDERS, BALLPOINT PENS, & COPY PAPER
7260	12/08/2025	Claims	2	EFT	US BANK CARDMEMBER SVC	493.50	GREEN GLOW STICKS BULK PACK; SMALL IRIDIUM SIM TEL # RENTALS - YVCRU; ALKALINE AAA BATTERIES, ENERGIZER AA BATTERIES, & LITHIUM BATTERIES
7261	12/08/2025	Claims	2	EFT	VERIZON WIRELESS - CH #742100945-0001	436.64	CITY HALL CELL SERVICE - 11/2025
7262	12/08/2025	Claims	2	EFT	VERIZON WIRELESS - PD2#672326319	870.15	PD MODEMS - 11/2025
7263	12/08/2025	Claims	2	EFT	VERIZON WIRELESS - PW #542075407	482.68	PW & BLDG/PLANNING CELL SERVICE - 11/2025
7264	12/08/2025	Claims	2	111394	JESUS ULISES ADAME RANGEL	101.15	2025 SAFETY BOOT REIMBURSEMENT - J. ADAME
7265	12/08/2025	Claims	2	111395	ADVANCED TRAVEL EXP. FUND	494.50	REIMBURSE # 1245 - INSTRUCTOR DEVELOPMENT TRAINING - LAKEWOOD, WA - A. GONZALEZ
7266	12/08/2025	Claims	2	111396	AIRGAS USA, LLC	156.19	IND GRADE ACETYLENE CYLINDER & IND GRADE OXYGEN STEEL CYLINDER
7267	12/08/2025	Claims	2	111397	AM TEST, INC.		WASTE WA SAMPLING - BIOCHEMICAL OXYGEN DEMAND & TOTAL SUSPENDED SOLIDS; WASTE WA SAMPLING - BIOCHEMICAL OXYGEN DEMAND & TOTAL SUSPENDED SOLIDS
7268	12/08/2025	Claims	2	111398	AMAZON CAPITAL SERVICES, INC	74.32	BROWN PAPER BAGS
7269	12/08/2025	Claims	2	111399	ANATEK LABS, INC.	280.00	DRINKING WATER BACTERIA SAMPLING - YFK0207
7270	12/08/2025	Claims	2	111400	ATS AUTOMATION, INC	3,072.88	HVAC UNION GAP CIVIC CENTER COMPLEX AGREEMENT - 12/01/2025 - 02/28/2026
7271	12/08/2025	Claims	2	111401	AVANT ASSESSMENT, LLC	159.80	LANGUAGE PROFICIENCY ASSESSMENT - SPANISH - OFC RAMIREZ & GONZALEZ
7272	12/08/2025	Claims	2	111402	CRAIG GERALD BUNTING	163.28	2025 SAFETY BOOT REIMBURSEMENT - C. BUNTING
7273	12/08/2025	Claims	2	111403	CENTRAL WA AG MUSEUM	.,	AG MUSEUM UTILITIES - 10/2025; 4 NEW COMPUTERS & INSTALLATION FOR LTAC MUSEUM
7274	12/08/2025	Claims	2	111404	CHRISTENSEN, INC.		PD FUEL - 11/16/2025 - 11/30/2025
7275	12/08/2025	Claims	2	111405	CITY OF YAKIMA	79,426.26	WHOLESALE SEWER 3 PARTY AGREEMENT - 10/2025

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Trans	Date	Туре	Acct #	War #	Claimant	Amount	Memo
7276	12/08/2025	Claims	2	111406	COLEMAN OIL COMPANY	2,619.93	YVCRU FUEL - 11/2025; PW FUEL/CED FUEL - 11/2025
7277	12/08/2025	Claims	2	111407	CORE & MAIN LP	3,086.27	WATER METER PARTS - 504 W. WASHINGTON INSTALL
7278	12/08/2025	Claims	2	111408	DAY WIRELESS	811.50	3139 UPFITTING LABOR - UNIT # 10 & UNIT #14
7279	12/08/2025	Claims	2	111409	EARLENE DILLARD	10.00	OVERPAYMENT REFUND - UB ACCT # 9571 - 567 RICHARDS CIRCLE
7280	12/08/2025	Claims	2	111410	E3 SOLUTIONS, INC	32.46	SECURITY ALARM SYSTEM MONITORING - 3007 2ND STREET - PD IMPOUND BLDG - 11/2025
7281	12/08/2025	Claims	2	111411	EVERGREEN SERVICES	1,559.52	CIVIC CENTER LAWN SERVICE & MAINTENANCE - 11/2025
7282	12/08/2025	Claims	2	111412	FEDEX	105.46	PW SEWER DEPT SHIPPING - 11/19/2025
7283	12/08/2025	Claims	2	111413	GRANT J HUNT COMPANY	8,200.36	DESIGN & MARKETING - 09/2025; TOURISM EXPENSES - HAUNTED OCTOBER POSTERS; DESIGN & MARKETING - 10/2025
7284	12/08/2025	Claims	2	111414	HANFORD MISSION INT. SOLUTIONS, LLC	507.16	UG PD EVOC TRAINING - 10/17/2025
7285	12/08/2025	Claims	2	111415	INTERSTATE BATTERIES OF COLUMBIA VALLEY	404.12	PD BATTERIES
7286	12/08/2025	Claims	2	111416	JONDERFIN LLC	513.95	2025 WINTER NEWSLETTER DESIGN
7287	12/08/2025	Claims	2	111417	JUB ENGINEERS INC	99,689.20	REGIONAL BELTWAY CONNECTOR PHASE 2 - PROJ # 07-23-041 - STAGE 2A 09/28/2025 - 11/01/2025; REGIONAL BELTWAY CONNECTOR PHASE 2 - PROJ # 07-23-041 STAGE 2B - 09/28/2025 - 11/01/2025; AHTANUM RD PEDESTRIA
7288	12/08/2025	Claims	2	111418	KAZCADE ENGRAVING & TROPHIES	110.36	8X10 PLAQUE & ENGRAVED PLATE - M. BATTLE
7289	12/08/2025	Claims	2	111419	LOWES COMPANY INC	332.78	KOBALT LED RECHARGEABLE SPOTLIGHT; ANTIFREEZE GALLONS; ZIP TIES; SPRAY BOTTLES & CRAFTSMAN PLASTIC TOOL BOX; HEADLESS ONE-HANDED SWIVEL RIVET TOOL KIT & 50 PK ALIMINUM RIVET; 8" NYLON TWIST CUT CABLE
7290	12/08/2025	Claims	2	111420	LTI INC	6,123.98	DEICER SALT - NON CORROSION INHIBTED - 68,320 LBS
7291	12/08/2025	Claims	2	111421	MEDSTAR CABULANCE, INC.	435,294.14	DIAL A RIDE/FIXED ROUTE - JULY 2022 - SEPTEMBER 2025 RATE ADJ
7292	12/08/2025	Claims	2	111422	MINUTEMAN PRESS	237.86	UB STATEMENTS - 11/2025
7293	12/08/2025	Claims	2	111423	ROBERT R NORTHCOTT	700.00	PUBLIC DEFENDER
7294	12/08/2025	Claims	2	111424	OFFICE SOLUTIONS NORTHWEST	240.05	COPY PAPER, HP 962 XL INK - BLACK & MAGENTA, HIGHLIGHTERS, & CALENDAR; WALL CALENDAR 2026
7295	12/08/2025	Claims	2	111425	ONE CALL CONCEPTS INC	34.75	UTILITY LOCATES - 11/2025
7296	12/08/2025	Claims	2	111426	DANIEL B. POLAGE	8,400.00	PUBLIC DEFENDER SERVICE - 12/2025

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
7297	12/08/2025	Claims	2	111427	PRICE FORD OF YAKIMA VALLEY LLC	·	LUBE/OIL/FILTER & MULTI POINT INSPECTION - VEH # 1031; CREDIT FOR OVERBILLED LUBE/OIL/FILTER - VEH #1025 INV#46189827; LUBE/OIL/FILTER & TIRE PRESSURE SENSORS INSTALLATION - VEH # 1022; LUBE/OIL/ & FI
7298	12/08/2025	Claims	2	111428	PUBLIC SAFETY TESTING, INC.		POLICE SERGENT TESTING - 10/08/2025
7299	12/08/2025	Claims	2	111429	QUADIENT FINANCE USA, INC.	1,500.00	POSTAGE - 10/2025
7300	12/08/2025	Claims	2	111430	RACOM CORPORATION	140.66	DEAD LIGHTBAR - VEH # 14
7301	12/08/2025	Claims	2	111431	REPUBLIC PUBLISHING CO		SUMMARY OF ORDINANCES PASSED - NO. 3131 & 3132; NOTICE OF OPEN PUBLIC MEETING - AUDIT EXIT CONFERENCE - 12/3/2025; REQUEST FOR STATEMENT OF QUALIFICATIONS MUNICIPAL ENGINEERING SERVICES AD; REQUEST FO
7302	12/08/2025	Claims	2	111432	RH2 ENGINEERING, INC.	3,779.22	MAIN ST PEDESTRIAN CROSSING - PROJ # 0240032 - SVCS THROUGH 10/26/2025; MAIN ST PEDESTRIAN CROSSING - PROJ # 0230195 - SVCS THROUGH 10/26/2025
7303	12/08/2025	Claims	2	111433	RIO FOLTZ PLLC	8,755.00	CITY ATTORNEY - 11/2025
7304	12/08/2025	Claims	2	111434	KEVIN MIKELL SIGLER		EMPLOYEE EXPENSE REIMBURSEMENT - WINTER COAT - K. SIGLER
7305	12/08/2025	Claims	2	111435	DON C. SMITH		MEDICARE PREMIUM - 11/2025
7306	12/08/2025	Claims	2		SORACCO LANDSCAPING MATERIALS	293.36	READY MIX - 1 1/2 YD/5 SACK CEMENT
7307	12/08/2025	Claims	2	111437	THE JANITOR'S CLOSET	0.0.00	CIVIC CENTER SUPPLIES - TOWELS & TOILET PAPER
7308	12/08/2025	Claims	2	111438	THE PRINT GUYS INC.		WINTER 2025 NEWSLETTER
7309	12/08/2025	Claims	2	111439	PATRICK THOMPSON	259.00	MEDICARE PREMIUM - 12/2025
7310	12/08/2025	Claims	2	111440	THRYV, INC.		MARKETING CENTER PRO - DIGITAL PARK AD - 11/21/2025 - 12/21/2025
7311	12/08/2025	Claims	2	111441	TRAFFIC SAFETY SUPPLY CO INC		4X4 WOOD POST CAP 12" BLADE W/ SET SCREWS
7312	12/08/2025	Claims	2	111442	U.S. LINEN & UNIFORM		PW UNIFORM SERVICE - 11/2025
7313	12/08/2025	Claims	2	111443	UNION GAP WATER FUND & SEWER		FIRE DEPT - 11/2025; LIBRARY & COMMUNITY CENTER - 11/2025; CIVIC CAMPUS - 11/2025; PARKS - 11/2025 & CITY SHOP - 11/2025
7314	12/08/2025	Claims	2	111444	UNION PACIFIC RAILROAD COMPANY		ENG SVCS FOR PROPOSED SIDEWALK INSTALL - AHTANUM RD - CONTRACT # W074803
7315	12/08/2025	Claims	2	111445	UNITED STATES POSTAL SERVICE	244.00	PD P.O. BOX #3228 RENEWAL
7316	12/08/2025	Claims	2	111446	UNUM LIFE INSURANCE		LEOFF 1 LONG TERM CARE - 12/2025

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Trans	Date	Туре	Acct #	War #	Claimant	Amount	Memo
7317	12/08/2025	Claims	2	111447	VIC'S AUTO & SUPPLY UNION GAP - PD	84.28	PURCHASE OF BATTERY CABLES & 20/10/2 AMP 12 VOLT BATTERY CHARGER; RETURN OF BATTERY CABLES
7318	12/08/2025	Claims	2	111448	VIC'S AUTO & SUPPLY UNION GAP - PW	85.28	BLOWER MOTOR RESISTOR - VEH # 1010; NAPA OE QUALITY H13 HEADLIGHT BULB - VEH # 1020
7319	12/08/2025	Claims	2	111449	WA STATE DEPT OF LICENSING	108.00	CPLS - NOVEMBER 2025
7320	12/08/2025	Claims	2		WA STATE DEPT OF TRANSPORTATION		SIGNAL MAINTENANCE, REPAIR, & ADDITIONS - 10/2025; MANUFACTURE & SHIP SIGNS - 10/2025 - ORDER # JE5972
7321	12/08/2025	Claims	2	111451	WA STATE PATROL	24.00	BACKGROUND CHECKS - 11/2025
7322	12/08/2025	Claims	2	111452	BARRY M WOODARD	19,570.00	PUBLIC DEFENDER - 11/2025
7323	12/08/2025	Claims	2	111453	YAKIMA CO DEVELOPMENT ASSN	20,000.00	YCDA 2024-2028 PLEDGE; YCDA 2024 - 2028 PLEDGE
7324	12/08/2025	Claims	2	111454	YAKIMA COOPERATIVE ASSN	3,905.81	#2 DIESEL DYED - 136.4000 GALLONS; #2 DIESEL DYED - 218.5000 GALLONS - MAIN LIFT STATION; # 2 DIESEL DYED - 198.8000 GALLONS - BORTON GENERATOR; BULK PROPANE - 290.4000 GALLONS - ACTIVITIES BLDG & 395
7325	12/08/2025	Claims	2	111455	YAKIMA HUMANE SOCIETY	2,680.00	ANIMAL CONTROL INTAKE SERVICES - 11/2025 & FERAL CAT PROGRAM
7326	12/08/2025	Claims	2	111456	YAKIMA PRINTING COMPANY LLC	32.46	BUSINESS CARDS - VANOVER
7327	12/08/2025	Claims	2	111457	YAKIMA VALLEY CONFERENCE	6,042.10	LAND USE PLANNING & GIS/MAPPING SERVICE - 10/2025
7328	12/08/2025	Claims	2	111458	YAKIMA VALLEY SPORTS COMMISSION	28,000.00	SPORTS COMMISSION ADVERTISING, SUPPLIES & EQUIPMENT & TRAVEL
		101 Street 107 Lodgi 108 Touris 128 Trans 305 Regio 321 Street 324 Infras 401 Water 402 Garba 403 Sewel 414 Water	ng Tax Fund sm Promotic it System Fu inal Beltway it Developme tructure Res in Fund in Fund in Deposits and State/Co	d on Area Fu Ind Connecto ent Reserv serve Fund	r Fund e Fund	99,183.64 17,326.58 39,737.06 5,000.00 435,552.36 94,441.27 5,541.90 3,779.22 6,211.87 1,295.12 83,610.68 10.00 108.00 563.43	
						702 261 12	Claims: 792,361.13

792,361.13

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Trans	Date	Type Acct	# War #	Claimant		Amount Memo
7171	11/25/2025	Claims	2 EFT	WA STATE DEPT OF	LICENSING	435.00 DRIVING RECORD CHECKS
		001 - 513 10 49 0°	- MISCELLA	NEOUS	15.00	
		001 - 513 10 49 0°	- MISCELLA	NEOUS	7.50	
		001 - 514 23 49 00	- MISCELLA	NEOUS	7.50	
		001 - 514 23 49 00	- MISCELLA	NEOUS	7.50	
		001 - 514 23 49 00	- MISCELLA	NEOUS	7.50	
		001 - 514 23 49 00	- MISCELLA	NEOUS	7.50	
		001 - 514 30 49 00			7.50	
		001 - 514 30 49 00			7.50	
		001 - 514 30 49 00			7.50	
		001 - 514 30 49 00			7.50	
		001 - 514 30 49 00			7.50	
				N MISCELLANEOUS	15.00	
				N MISCELLANEOUS	15.00	
		001 - 521 21 49 00		ATION MISCELLANEOU	15.00 15.00	
		001 - 521 22 49 00			15.00	
		001 - 521 22 49 00			15.00	
		001 - 521 22 49 00			15.00	
		001 - 521 22 49 00			15.00	
		001 - 521 22 49 00			15.00	
		001 - 521 22 49 00			15.00	
		001 - 521 22 49 00			15.00	
		001 - 521 22 49 00			15.00	
		001 - 521 22 49 00			15.00	
		001 - 521 22 49 00			15.00	
		001 - 521 80 49 00	- PD EVIDEI	NCE MISCELLANEOUS	15.00	
		001 - 521 80 49 00	- PD EVIDEI	NCE MISCELLANEOUS	15.00	
		001 - 524 20 49 00	- MISCELLA	NEOUS-BUILDING	3.00	
		001 - 524 20 49 00	- MISCELLA	NEOUS-BUILDING	7.50	
		001 - 524 20 49 00	- MISCELLA	NEOUS-BUILDING	7.50	
		001 - 524 20 49 00	- MISCELLA	NEOUS-BUILDING	1.67	
				FORCEMENT MISCELL!	7.50	
				ATER-MISCELLANEOU	1.67	
		401 - 534 50 49 00			3.00	
		401 - 534 50 49 00			5.00	
		401 - 534 50 49 00			3.00	
		401 - 534 50 49 00			1.67	
		403 - 535 50 49 00			3.00	
		403 - 535 50 49 00			3.00	
		403 - 535 50 49 00			1.67	
		403 - 535 50 49 00 402 - 537 50 49 00			5.00 3.00	
		402 - 537 50 49 00			3.00 1.67	
		402 - 537 50 49 00			5.00	
		101 - 542 30 49 00			3.00	
		101 - 542 30 49 00			3.00	
		101 - 542 30 49 00			1.67	
		128 - 547 10 49 28			1.67	
				NEOUS - ANIMAL COI	7.50	
		001 - 558 60 49 00			3.00	
		001 - 558 60 49 00			7.50	
		001 - 558 60 49 00			7.50	
		001 - 558 60 49 00			1.67	
		001 - 576 80 49 00			1.64	
		001 - 576 80 49 00	- MISCELLA	NEOUS	3.00	
7173	11/25/2025	Claims	2 EFT	WA STATE DEPT OF	LICENSING	75.00 DRIVER RECORD CHECKS
		001 - 514 23 49 00	- MISCELLA	NEOUS	15.00	
		001 - 518 20 49 00			1.50	
		001 - 521 10 49 00	- PD ADMIN	N MISCELLANEOUS	15.00	
		001 - 521 22 49 00	- PATROL N	1ISCELLANEOUS	15.00	
		001 - 524 20 49 00	- MISCELLA	NEOUS-BUILDING	7.50	

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			0	1/01/2025 To: 12/31/2	2025		Page:	2
Trans	Date	Type Acct #	War #	Claimant		Amount	Memo	
		001 - 524 20 49 00 403 - 531 30 49 00 401 - 534 50 49 00 403 - 535 50 49 00 402 - 537 50 49 00 101 - 543 30 49 00 128 - 547 10 49 28 001 - 558 60 49 00 001 - 558 60 49 00	- STORMWA - MISCELLA - MISCELLA - MISCELLA - TRANSIT - - MISCELLA - MISCELLA	Ater-Miscellaneou: Neous Neous Neous Neous Misc Neous Neous	1.50 1.50 1.50 1.50 1.50 1.50 1.50 7.50 1.50			
7240	12/03/2025	Claims 2	EFT	PATHPOINT MERCHANT SERVICES LLC	-	2.50	ONLINE PAYMENTS FEE - 11/20)25
		001 - 514 23 49 00	- MISCELLA		2.50			
7257	12/08/2025			CENTURY LINK		1,331.57	FIRE DEPT - 11/2025; SENIOR CENTER - 11/2025; CIVIC CENTE PHONE & FAX LINE - 11/2025; PUBLIC WORKS - 11/2025; CIVI CENTER TRUNK SVC - 11/2025	
		001 - 513 10 47 00 001 - 514 23 47 00 001 - 514 23 47 00 001 - 514 30 47 00 001 - 514 30 47 00 001 - 515 31 47 00 001 - 515 31 47 00 001 - 515 31 47 00 001 - 521 50 47 00 001 - 521 50 47 00 001 - 522 10 42 00 001 - 524 10 47 01 001 - 524 10 47 01 401 - 534 50 47 01 401 - 534 50 47 01 403 - 535 50 47 01 403 - 535 50 47 01 403 - 537 50 47 01 404 - 537 50 47 01 101 - 542 30 47 01 101 - 543 30 47 01 101 - 543 30 47 01 101 - 543 30 47 01 101 - 543 30 47 01 101 - 543 30 47 01 101 - 543 30 47 01 101 - 543 30 47 01 101 - 558 60 47 01 001 - 558 60 47 01 001 - 558 60 47 01 001 - 576 80 47 01	- CIVIC CAM - PD FACILIT - PD FACILIT - COMMUN - CIVIC CAM	MPUS UTILITY-BUILDIN MPUS UTILITY-BUILDIN MPUS UTILITIES-WATEI MPUS UTILITIES-WATEI MPUS UTILITIES-WATEI MPUS UTILITIES-SEWEF MPUS UTILITIES-SEWEF MPUS UTILITIES - GARB MPUS UTILITIES - GARB MPUS UTILITIES - STREE MPUS UTILITIES-STREE MPUS UTILITIES-STREE MPUS UTILITIES-STREE MPUS UTILITIES-TRANS MPUS UTILITIES-TRANS MPUS UTILITIES-TRANS MPUS UTILITIES-PLANN	18.28 30.85 25.49 43.03 22.93 38.69 11.09 18.72 232.13 391.80 87.42 11.71 19.76 46.21 10.62 17.92 46.21 7.72 13.05 46.21 0.81 1.36 1.46 2.46 46.21 3.90 6.58 3.26 5.51 10.15 17.14 84.72 3.04			
7258	12/08/2025	Claims 2		IPUS UTILITIES-PARKS OFFICE DEPOT-CITY HAL	5.13 L	641.38	INK CTG'S & WELLNESS SUPPLI HP 218 A INK TONER - BLACK, MAGENTA, & YELLOW	ES;
		001 - 514 23 31 00 001 - 514 23 31 00 001 - 514 30 31 00 001 - 517 91 31 00	- SUPPLIES - SUPPLIES - WELLNESS		186.14 225.83 186.14 43.27			
7259	12/08/2025	Claims 2	e EFT	OFFICE DEPOT-PD		224.95	GEL BLACK 12PK PENS; POST-IT NOTES, MANILA FOLDERS, BALLPOINT PENS. & COPY PAP	

BALLPOINT PENS, & COPY PAPER

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Trans	Date	Туре	Acct #	War #	Claimant			Amount	Memo
				PD CLERICA PATROL SU	AL SUPPLIES JPPLIES		188.13 36.82		
7260	12/08/2025	Claims	2	EFT	US BANK CAR	rdmember s	VC	493.50	GREEN GLOW STICKS BULK PACK; SMALL IRIDIUM SIM TEL # RENTALS - YVCRU; ALKALINE AAA BATTERIES, ENERGIZER AA BATTERIES, & LITHIUM BATTERIES
		650 - 589 4	10 04 00 -		- Supplies NS - Professio NS - Small toc		81.17 120.90 291.43		
7261	12/08/2025	Claims	2	EFT	VERIZON WIR #742100945-0			436.64	CITY HALL CELL SERVICE - 11/2025
		001 - 514 2 001 - 514 3	23 42 00 - 30 42 00 -	COMMUNI COMMUNI COMMUNI COMMUNI	CATIONS CATIONS		332.26 26.10 26.09 52.19		
7262	12/08/2025	Claims	2	EFT	VERIZON WIR PD2#6723263			870.15	PD MODEMS - 11/2025
		001 - 521 1	10 42 00 -	PD ADMIN	COMMUNICAT	TONS	870.15		
7263	12/08/2025	Claims	2	EFT	VERIZON WIR #542075407	RELESS - PW		482.68	PW & BLDG/PLANNING CELL SERVICE - 11/2025
		401 - 534 5 403 - 535 5 402 - 537 5 101 - 542 3 001 - 558 6	50 42 00 - 50 42 00 - 50 42 00 - 80 42 00 - 50 42 00 -	COMMUNI COMMUNI COMMUNI COMMUNI COMMUNI COMMUNI	CATION CATION CATIONS CATION	ING	8.48 93.14 93.14 93.14 93.14 8.49 93.15		
7264	12/08/2025	Claims	2		JESUS ULISES	ADAME RAN		101.15	2025 SAFETY BOOT REIMBURSEMENT - J. ADAME
		403 - 535 5	50 21 00 -	UNIFORMS	6 & EQUIPMENT 6 & EQUIPMENT 6 & EQUIPMENT	-	33.72 33.72 33.71		
7265	12/08/2025	Claims	2	111395	ADVANCED T	ravel exp. f	UND	494.50	REIMBURSE # 1245 - INSTRUCTOR DEVELOPMENT TRAINING - LAKEWOOD, WA - A. GONZALEZ
		001 - 521 4	10 43 00 -	PD TRAINII	NG TRAVEL		494.50		
7266	12/08/2025	Claims	2	111396	AIRGAS USA,	LLC		156.19	IND GRADE ACETYLENE CYLINDER & IND GRADE OXYGEN STEEL CYLINDER
		401 - 534 5 403 - 535 5 402 - 537 5 101 - 542 3 001 - 576 8	50 31 00 - 50 31 00 - 30 31 00 -	SUPPLIES SUPPLIES SUPPLIES			31.24 31.24 31.24 31.24 31.23		
7267	12/08/2025	Claims	2	111397	AM TEST, INC			1,105.00	WASTE WA SAMPLING - BIOCHEMICAL OXYGEN DEMAND & TOTAL SUSPENDED SOLIDS; WASTE WA SAMPLING - BIOCHEMICAL OXYGEN DEMAND & TOTAL SUSPENDED SOLIDS
					NAL SERVICES NAL SERVICES		465.00 640.00		
7268	12/08/2025	Claims	2	111398	AMAZON CAF	PITAL SERVIC	ES,	74.32	BROWN PAPER BAGS
		001 - 521 8	30 31 00 -	PD EVIDEN	CE SUPPLIES		74.32		
7269	12/08/2025	Claims	2	111399	ANATEK LABS	S, INC.		280.00	DRINKING WATER BACTERIA SAMPLING - YFK0207

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Trans	Date	Type Acct	# War #	Claimant		Amount	Memo
		401 - 534 50 41 00) - PROFESS	IONAL SERVICES	280.00		
7270	12/08/2025	Claims	2 11140	O ATS AUTOMATION	INC	3,072.88	HVAC UNION GAP CIVIC CENTER COMPLEX AGREEMENT - 12/01/2025 - 02/28/2026
		001 - 513 10 48 0	- CIVIC CA	MPUS MAINTENANCE-	154.90		
				MPUS MAINTENANCE-	216.06		
				MPUS MAINTENANCE-	194.29		
				MPUS MAINTENANCE- ITIES CIVIC CAMPUS M	94.01 1,967.26		
				MPUS MAINTENANCE-	99.21		
				MPUS MAINTENANCE-	89.98		
				MPUS MAINTENANCE-	65.44		
				MPUS MAINTENANCE-	6.85		
				MPUS MAINTENANCE- MPUS MAINTENANCE-	12.37 33.04		
				MPUS MAINTENANCE-	27.66		
				MPUS MAINTENANCE-	86.06		
				MPUS MAINTENANCE	25.75		
7271	12/08/2025	Claims	2 11140	1 AVANT ASSESSMEN	IT, LLC	159.80	LANGUAGE PROFICIENCY ASSESSMENT - SPANISH - OFC RAMIREZ & GONZALEZ
		001 - 521 22 49 00	- PATROL	MISCELLANEOUS	159.80		
7272	12/08/2025	Claims	2 11140.	2 CRAIG GERALD BUI	NTING	163.28	2025 SAFETY BOOT REIMBURSEMENT - C. BUNTING
		401 - 534 50 21 00) - UNIFORN	/IS & EQUIPMENT	163.28		
7273	12/08/2025	Claims	2 11140	3 CENTRAL WA AG N	MUSEUM	8,536.70	AG MUSEUM UTILITIES - 10/2025; 4 NEW COMPUTERS & INSTALLATION FOR LTAC MUSEUM
		107 - 571 00 31 0 107 - 571 00 47 0			5,198.40 3,338.30		
7274	12/08/2025	Claims	2 11140	4 CHRISTENSEN, INC.		2,953.54	PD FUEL - 11/16/2025 - 11/30/2025
		001 - 521 10 32 00) - PD ADMI	N FUEL	146.54		
		001 - 521 21 32 00			429.48		
		001 - 521 22 32 00			2,251.18		
		001 - 524 60 32 00		IFORCEMENT FUEL	63.17 63.17		
7275	12/08/2025			5 CITY OF YAKIMA	03.17	79,426.26	WHOLESALE SEWER 3 PARTY AGREEMENT - 10/2025
		403 - 535 50 41 03	3 - INTERGO	VERNMENTAL PROFES	79,426.26		
7276	12/08/2025	Claims	2 11140	6 COLEMAN OIL COM	IPANY	2,619.93	YVCRU FUEL - 11/2025; PW FUEL/CED FUEL - 11/2025
		001 - 524 20 32 00			62.46		
		001 - 524 20 32 00			-0.18		
		403 - 531 30 32 00 403 - 531 30 32 00			222.92 -1.14		
		401 - 534 50 32 00		TATERTOLL	801.50		
		401 - 534 50 32 00			-4.48		
		403 - 535 50 32 00) - FUEL		427.96		
		403 - 535 50 32 00			-2.43		
		402 - 537 50 32 00			43.96		
		402 - 537 50 32 00 101 - 542 30 32 00			-0.26 342.72		
		101 - 542 30 32 00			-1.94		
		101 - 542 66 32 00			163.11		
		101 - 542 66 32 00			-0.93		
		101 - 542 67 32 00 101 - 542 67 32 00			45.96 -0.24		
		101 - 542 67 32 00			231.73		
		101 - 542 70 32 00			-1.29		
		128 - 547 10 32 00) - FUEL CO	NSUMED	76.24		

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Trans	Date	Туре	Acct #	War #	Claimant		Amount	Memo
		001 - 558 001 - 576 001 - 576	60 32 00 - 80 32 00 - 80 32 00 -	FUEL		-0.42 -0.18 145.79 -0.86 69.93		
7277	12/08/2025	Claims	2	111407	CORE & MAIN LP		3,086.27	WATER METER PARTS - 504 W. WASHINGTON INSTALL
		401 - 534	50 31 00 -	SUPPLIES		3,086.27		
7278	12/08/2025	Claims	2	111408	DAY WIRELESS		811.50	3139 UPFITTING LABOR - UNIT # 10 & UNIT #14
		001 - 521	22 48 00 -	PATROL RE	EPAIRS & MAINT	811.50		
7279	12/08/2025	Claims	2	111409	EARLENE DILLARD		10.00	OVERPAYMENT REFUND - UB ACCT # 9571 - 567 RICHARDS CIRCLE
		414 - 582	10 04 14 -	DEPOSIT R	EFUND	10.00 [Refund Utility	Deposit
7280	12/08/2025	Claims	2	111410	E3 SOLUTIONS, INC		32.46	SECURITY ALARM SYSTEM MONITORING - 3007 2ND STREET - PD IMPOUND BLDG - 11/2025
		001 - 521	50 41 00 -	PD FACILIT	TES PROFESSIONAL S	32.46		
7281	12/08/2025	Claims	2	111411	EVERGREEN SERVICE	ES	1,559.52	CIVIC CENTER LAWN SERVICE & MAINTENANCE - 11/2025
		001 - 514 001 - 515 001 - 515 001 - 521 001 - 524 401 - 534 403 - 535 402 - 537 101 - 542 101 - 543 128 - 547 001 - 558 001 - 576	23 48 01 - 30 48 01 - 31 48 00 - 50 48 01 - 20 48 01 - 50 48 01 - 50 48 01 - 30 48 01 - 30 48 01 - 10 48 01 - 60 48 01 -	CIVIC CAM CIVIC CAM CIVIC CAM PD FACILIT CIVIC CAM	IPUS MAINTENANCE-	78.61 109.65 98.60 47.71 998.41 50.35 45.66 33.22 3.47 6.28 16.77 14.04 43.68 13.07		
7282	12/08/2025	Claims	2			105.47	105.46	PW SEWER DEPT SHIPPING - 11/19/2025
7283	12/08/2025			MISCELLAN 111413	NEOUS GRANT J HUNT CON	105.46 ЛРАNY	8,200.36	DESIGN & MARKETING - 09/2025; TOURISM EXPENSES - HAUNTED OCTOBER POSTERS; DESIGN & MARKETING - 10/2025
		107 - 557	30 41 01 -	PROF SERV	GRANT J HUNT /ICES-GRANT J HUNT /ICES-GRANT J HUNT	200.36 4,000.00 4,000.00		
7284	12/08/2025	Claims	2	111414	HANFORD MISSION SOLUTIONS, LLC	INT.	507.16	UG PD EVOC TRAINING - 10/17/2025
		001 - 521	40 49 00 -	PD TRAINI	NG MISCELLANEOUS	507.16		
7285	12/08/2025	Claims	2	111415	INTERSTATE BATTER COLUMBIA VALLEY	RIES OF	404.12	PD BATTERIES
		001 - 521	22 31 00 -	PATROL SU	JPPLIES	404.12		
7286	12/08/2025	Claims	2	111416	JONDERFIN LLC		513.95	2025 WINTER NEWSLETTER DESIGN
					ONAL SERVICES	513.95	2.1.0	

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Trans	Date	Туре	Acct #	War #	Claimant		Amount	Memo
7287	12/08/2025	Claims	2	111417	JUB ENGINEERS INC	,	99,689.20	REGIONAL BELTWAY CONNECTOR PHASE 2 - PROJ # 07-23-041 - STAGE 2A 09/28/2025 - 11/01/2025; REGIONAL BELTWAY CONNECTOR PHASE 2 - PROJ # 07-23-041 STAGE 2B - 09/28/2025 - 11/01/2025; AHTANUM RD PEDESTRIA
		305 - 595	10 41 26	- REGIONAL	BELTWAY-PE STAGE BELTWAY-PE STAGE I RD PEDESTRIAN CR(66,716.85 27,724.42 5,247.93		
7288	12/08/2025	Claims	2	111418	KAZCADE ENGRAVI TROPHIES	NG &	110.36	8X10 PLAQUE & ENGRAVED PLATE - M. BATTLE
		403 - 535 402 - 537 101 - 542	50 31 00 · 50 31 00 · 30 31 00 ·	- SUPPLIES - SUPPLIES - SUPPLIES - SUPPLIES - SUPPLIES		22.07 22.07 22.07 22.07 22.08		
7289	12/08/2025	Claims	2	111419	LOWES COMPANY I	NC	332.78	KOBALT LED RECHARGEABLE SPOTLIGHT; ANTIFREEZE GALLONS; ZIP TIES; SPRAY BOTTLES & CRAFTSMAN PLASTIC TOOL BOX; HEADLESS ONE-HANDED SWIVEL RIVET TOOL KIT & 50 PK ALIMINUM RIVET; 8" NYLON TWIST CUT CABLE
		401 - 534 401 - 534 101 - 542 001 - 558 001 - 576	50 31 00 - 50 31 00 - 30 31 00 - 60 31 00 - 80 31 00 -	- SUPPLIES-I - SUPPLIES - SUPPLIES - SUPPLIES - SUPPLIES - SUPPLIES - SUPPLIES	BUILDING	7.71 11.30 111.10 51.39 7.70 61.71 81.87		
7290	12/08/2025	Claims	2		LTI INC		6,123.98	DEICER SALT - NON CORROSION INHIBTED - 68,320 LBS
		101 - 542	66 31 00 ·	- SUPPLIES		6,123.98		
7291	12/08/2025	Claims	2		MEDSTAR CABULAN		435,294.14	DIAL A RIDE/FIXED ROUTE - JULY
		128 - 547	10 49 00 :	- TRANSIT S	ERVICE PAYMENT	435,294.14		2022 - SEPTEMBER 2025 RATE ADJ
7292	12/08/2025	Claims	2		MINUTEMAN PRESS		237.86	UB STATEMENTS - 11/2025
		401 - 534	50 41 00		NAL SERVICES	79.29		
		403 - 535	50 41 00	- PROFESSIC	ONAL SERVICES ONAL SERVICES	79.29 79.28		
7293	12/08/2025	Claims	2	111423	ROBERT R NORTHC	OTT	700.00	PUBLIC DEFENDER
		001 - 515	91 41 03	- LEGAL SER	VICES-PUBLIC DEFEN	700.00		
7294	12/08/2025	Claims	2	111424	OFFICE SOLUTIONS NORTHWEST		240.05	COPY PAPER, HP 962 XL INK - BLACK & MAGENTA, HIGHLIGHTERS, & CALENDAR; WALL CALENDAR 2026
		001 - 513 001 - 514 001 - 514 001 - 514 001 - 514 001 - 514 001 - 514 001 - 521 001 - 524 401 - 534	10 31 00 23 31 00 23 31 00 23 31 00 30 31 00 30 31 00 30 31 00 10 31 00 20 31 00 50 31 00	- SUPPLIES - PD ADMIN - SUPPLIES - SUPPLIES - SUPPLIES		1.77 1.08 9.87 17.29 10.16 22.61 17.30 10.15 0.84 11.78 0.87 44.78		

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Trans	Date	Type Acct #	War #	Claimant		Amount	Memo
		403 - 535 50 31 00	- SLIPPLIFS		0.93		
		403 - 535 50 31 00			44.78		
		402 - 537 50 31 00			0.87		
		402 - 537 50 31 00			44.77		
		001 - 558 60 31 00			0.06		
		001 - 576 80 31 00			0.14		
7295	12/08/2025	Claims 2	111425	ONE CALL CONCEPTS	SINC	34.75	UTILITY LOCATES - 11/2025
		401 - 534 50 41 00	- PROFESSIC	NAL SERVICES	17.37		
		403 - 535 50 41 00			17.38		
7296	12/08/2025	Claims 2	111426	DANIEL B. POLAGE		8,400.00	PUBLIC DEFENDER SERVICE - 12/2025
		001 - 515 91 41 03	- LEGAL SER	VICES-PUBLIC DEFEN	8,400.00		
7297	12/08/2025	Claims 2	111427	PRICE FORD OF YAKI VALLEY LLC	MA	1,347.13	LUBE/OIL/FILTER & MULTI POINT INSPECTION - VEH # 1031; CREDIT FOR OVERBILLED LUBE/OIL/FILTER - VEH #1025 INV#46189827; LUBE/OIL/FILTER & TIRE PRESSURE SENSORS INSTALLATION - VEH # 1022; LUBE/OIL/ & FI
		403 ₋ 531 30 48 00 .	_ STORM/M	TER REPAIRS & MAIN	3.25		
				TER REPAIRS & MAIN	-1.47		
				TER REPAIRS & MAIN	3.25		
		401 - 534 50 48 00			13.54		
		401 - 534 50 48 00			-7.24		
		401 - 534 50 48 00			316.99		
		401 - 534 50 48 00			13.54		
		403 - 535 50 48 00			10.83		
		403 - 535 50 48 00	- REPAIRS &	MAINTENANCE	-5.82		
		403 - 535 50 48 00	- REPAIRS &	MAINTENANCE	316.97		
		403 - 535 50 48 00	- REPAIRS &	MAINTENANCE	10.83		
		402 - 537 50 48 00	- Repairs &	MAINTENANCE	316.99		
		101 - 542 30 48 00			8.12		
		101 - 542 30 48 00			-4.37		
		101 - 542 30 48 00			316.99		
		101 - 542 30 48 00			8.12		
		101 - 542 66 48 00			2.71		
		101 - 542 66 48 00			-1.46		
		101 - 542 66 48 00			2.71		
		101 - 542 67 48 00			-1.46		
		101 - 542 70 48 00			3.79		
		101 - 542 70 48 00 1 101 - 542 70 48 00 1			-1.46 3.79		
		128 - 547 10 48 00			3.79 3.79		
		128 - 547 10 48 00			-1.46		
		128 - 547 10 48 00			3.79		
		001 - 576 80 48 00			8.12		
		001 - 576 80 48 00			-4.37		
		001 - 576 80 48 00			8.12		
7298	12/08/2025	Claims 2	111428	PUBLIC SAFETY TEST	ING, INC.	6,557.94	POLICE SERGENT TESTING - 10/08/2025
		001 - 521 10 41 00	- PD ADMIN	PROFESSIONAL SER\	6,557.94		
7299	12/08/2025	Claims 2	111429	QUADIENT FINANCE	USA, INC.	1,500.00	POSTAGE - 10/2025
		001 - 511 60 42 01	- COMMUN	ICATION	1.95		
		001 - 513 10 42 01			1.69		
		001 - 514 23 42 00			518.37		
		001 - 514 30 42 00			356.91		
				COMMUNICATIONS	51.71		
				COMMUNICATIONS	7.73		
		001 - 524 20 42 00			103.42		
		401 - 534 50 42 00	- COMIMUN	ICATION	149.50		

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Trans	Date	Type Acct #	War # Claimant		Amount	Memo
		403 - 535 50 42 00 - C 402 - 537 50 42 00 - C 001 - 571 21 42 00 - C 001 - 576 80 42 00 - C	COMMUNICATION COMMUNICATION	149.50 149.50 0.10 9.62		
7300	12/08/2025	Claims 2	111430 RACOM CORPORATION		140 66	DEAD LIGHTBAR - VEH # 14
7000	12/00/2020		ATROL REPAIRS & MAINT	140.66	1 10.00	
7301	12/08/2025	Claims 2	111431 REPUBLIC PUBLISHIN		2,173.20	SUMMARY OF ORDINANCES PASSED - NO. 3131 & 3132; NOTICE OF OPEN PUBLIC MEETING - AUDIT EXIT CONFERENCE - 12/3/2025; REQUEST FOR STATEMENT OF QUALIFICATIONS MUNICIPAL ENGINEERING SERVICES AD; REQUEST FO
		001 - 511 60 44 00 - C 001 - 511 60 44 00 - C 001 - 511 60 44 01 - A	OFFICIAL PUBLICATIONS OFFICIAL PUBLICATIONS OFFICIAL PUBLICATIONS ODVERTISING ROFESSIONAL SERVICES	95.20 403.20 184.80 84.00 1,406.00		
7302	12/08/2025	Claims 2	111432 RH2 ENGINEERING, II	NC.	3,779.22	MAIN ST PEDESTRIAN CROSSING - PROJ # 0240032 - SVCS THROUGH 10/26/2025; MAIN ST PEDESTRIAN CROSSING - PROJ # 0230195 - SVCS THROUGH 10/26/2025
			MAIN ST REVIT PEDESTRIAN CR MAIN ST REVIT PEDESTRIAN CR	1,966.40 1,812.82		
7202	12/08/2025	Claims 2	111433 RIO FOLTZ PLLC	1,012.02	0 755 00	CITY ATTORNEY - 11/2025
7303	12/00/2020		EGAL SERVICES-CIVIL - CITY AT	8,755.00	6,755.00	
7304	12/08/2025	Claims 2	111434 KEVIN MIKELL SIGLER		69.45	EMPLOYEE EXPENSE REIMBURSEMENT - WINTER COAT - K. SIGLER
			INIFORMS & EQUIPMENT INIFORMS & EQUIPMENT	34.72 34.73		
7305	12/08/2025	Claims 2	111435 DON C. SMITH		185.00	MEDICARE PREMIUM - 11/2025
		001 - 521 10 22 00 - L	EOFF 1 BENEFITS	185.00		
7306	12/08/2025	Claims 2	111436 SORACCO LANDSCAP MATERIALS	ING	293.36	READY MIX - 1 1/2 YD/5 SACK CEMENT
		401 - 534 50 31 00 - S 101 - 542 30 31 00 - S		146.68 146.68		
7307	12/08/2025	Claims 2	111437 THE JANITOR'S CLOS	ET	340.53	CIVIC CENTER SUPPLIES - TOWELS & TOILET PAPER
		001 - 514 23 41 03 - C 001 - 514 30 41 02 - C 001 - 515 31 41 05 - C 001 - 521 50 41 01 - P 001 - 524 20 41 02 - C 401 - 534 50 41 03 - C 403 - 535 50 41 04 - C 402 - 537 50 41 03 - C 101 - 542 30 41 03 - C 101 - 543 30 41 02 - C 128 - 547 10 41 03 - C 001 - 558 60 41 02 - C	EIVIC CAMPUS JANITORIAL EIVIC CAMPUS JANITORIAL-FIN EIVIC CAMPUS JANITORIAL - CL EIVIC CAMPUS JANITORIAL - LEC EIVIC CAMPUS JANITORIAL - BUI EIVIC CAMPUS JANITORIAL-BUI EIVIC CAMPUS JANITORIAL-WA EIVIC CAMPUS JANITORIAL-SEV EIVIC CAMPUS JANITORIAL-STR EIVIC CAMPUS JANITORIAL-STR EIVIC CAMPUS JANITORIAL-TRA EIVIC CAMPUS JANITORIAL-TRA EIVIC CAMPUS JANITORIAL-PLA EIVIC CAMPUS JANITORIAL-PLA	17.17 23.94 21.53 10.42 218.01 10.99 9.97 7.25 0.76 1.37 3.66 3.07 9.54 2.85		
7308	12/08/2025	Claims 2	111438 THE PRINT GUYS INC		3,477.80	WINTER 2025 NEWSLETTER
		001 - 511 60 41 01 - P 001 - 511 60 42 01 - C	ROFESSIONAL SERVICES	2,569.33 908.47		

7000	10/00/0005	01.1		444400	DATRICK THOMASON	OFO OO MEDICADE DDEMIUM 12/2025
Trans	Date	Type	Acct #	War #	Claimant	Amount Memo
				0.	1/01/2025 To: 12/31/202	5 Page:

Trans	Date	Туре	Acct #	War #	Claimant		Amount	Memo
7309	12/08/2025	Claims	2	111439	PATRICK THOMPSON		259.00	MEDICARE PREMIUM - 12/2025
		001 - 521 1	0 22 00 -	LEOFF 1 BE	NEFITS	259.00		
7310	12/08/2025	Claims	2	111440	THRYV, INC.		125.63	MARKETING CENTER PRO - DIGITAL PARK AD - 11/21/2025 - 12/21/2025
		001 - 576 8	30 44 00 -	ADVERTISI	NG	125.63		
7311	12/08/2025	Claims	2	111441	TRAFFIC SAFETY SUPPI INC	LY CO	413.87	4X4 WOOD POST CAP 12" BLADE W/ SET SCREWS
		101 - 542 3	30 31 00 -	SUPPLIES		413.87		
7312	12/08/2025	Claims	2	111442	U.S. LINEN & UNIFORI	M	592.64	PW UNIFORM SERVICE - 11/2025
		403 - 535 5 402 - 537 5 101 - 542 3 128 - 547 1 001 - 576 8	50 21 00 - 50 21 00 - 80 21 00 - 0 21 00 -	UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS	& EQUIPMENT & EQUIPMENT & EQUIPMENT & EQUIPMENT & EQUIPMENT & EQUIPMENT	124.46 124.46 41.50 124.46 77.00 100.76		
7313	12/08/2025	Claims	2	111443	UNION GAP WATER FU SEWER	JND &	3,406.28	FIRE DEPT - 11/2025; LIBRARY & COMMUNITY CENTER - 11/2025; CIVIC CAMPUS - 11/2025; PARKS - 11/2025 & CITY SHOP - 11/2025
		001 - 514 2 001 - 515 3 001 - 521 5 001 - 522 5 001 - 524 1 401 - 534 5 403 - 535 5 402 - 537 5 101 - 542 3 101 - 543 3 128 - 547 1 001 - 575 5 001 - 576 8	23 47 00 - 30 47 00 - 31 47 00 - 30 47 00 - 30 47 01 - 30 47 00 -	CIVIC CAM CIVIC CAM PD FACILIT FD FACILITI CIVIC CAM CIVIC CAM UTILITIES CIVIC CAM CIVIC CAM CIVIC CAM CIVIC CAM CIVIC CAM CIVIC CAM CIVIC CAM UTILITIES - UTILITIES - UTILITIES -	PUS UTILITIES - EXEC PUS UTILITIES - FINAN PUS UTILITIES - CLER PUS UTILITIES - CLER PUS UTILITIES - LEGAL IES CIVIC CAMP UTIL ES - UTILITIES PUS UTILITIES - WATEI PUS UTILITIES - WATEI PUS UTILITIES - GARB PUS UTILITIES - STREE PUS UTILITIES - STREE PUS UTILITIES - TRANS PUS UTILITIES - PLANN LIBRARY COMM CTR	37.27 51.99 46.75 22.62 473.41 313.23 23.88 21.65 817.69 15.75 1.65 2.98 7.95 6.66 20.71 157.37 157.37 1,221.15 6.20		
7314	12/08/2025	Claims	2	111444	UNION PACIFIC RAILRO COMPANY	OAD	293.97	ENG SVCS FOR PROPOSED SIDEWALK INSTALL - AHTANUM RD - CONTRACT # W074803
		321 - 595 1	0 41 56 -	AHTANUM	RD PEDESTRIAN CRO	293.97		
7315	12/08/2025	Claims	2	111445	UNITED STATES POSTA SERVICE	AL	244.00	PD P.O. BOX #3228 RENEWAL
		001 - 521 1	0 42 00 -	PD ADMIN	COMMUNICATIONS	244.00		
7316	12/08/2025	Claims	2	111446	UNUM LIFE INSURANC	E	164.40	LEOFF 1 LONG TERM CARE - 12/2025
		001 - 521 1	0 22 00 -	LEOFF 1 BE	NEFITS	164.40		
7317	12/08/2025	Claims	2	111447	VIC'S AUTO & SUPPLY GAP - PD	UNION	84.28	PURCHASE OF BATTERY CABLES & 20/10/2 AMP 12 VOLT BATTERY CHARGER; RETURN OF BATTERY CABLES

001 - 521 22 31 00 - PATROL SUPPLIES 116.07 001 - 521 22 31 00 - PATROL SUPPLIES -31.79

WARRANT/CHECK REGISTER

CITY OF UNION GAP Time: 11:55:59 Date: 12/03/2025

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Trans	Date	Type Acc	t #	War #	Claimant		Amount	Memo
7318	12/08/2025	Claims	2	111448	VIC'S AUTO & SUPPL GAP - PW	Y UNION	85.28	BLOWER MOTOR RESISTOR - VEH # 1010; NAPA OE QUALITY H13 HEADLIGHT BULB - VEH # 1020
		401 - 534 50 31 403 - 535 50 31 101 - 542 30 31 101 - 542 30 31 101 - 542 66 31	00 - 00 - 00 -	SUPPLIES SUPPLIES SUPPLIES		9.52 3.57 18.45 3.57 18.45		
		101 - 542 66 31 101 - 542 67 31 101 - 542 70 31 101 - 542 70 31	00 - 00 - 00 - 00 -	SUPPLIES SUPPLIES SUPPLIES OFFICE & (OPERATING SUPPLIES	1.19 1.19 18.45 3.57 1.18 6.14		
7319	12/08/2025	Claims	2		WA STATE DEPT OF L		108.00	CPLS - NOVEMBER 2025
		630 - 589 30 02	01 -		PERMIT STATE SHAR	108.00		
7320	12/08/2025	Claims	2		WA STATE DEPT OF TRANSPORTATION		7,179.28	SIGNAL MAINTENANCE, REPAIR, & ADDITIONS - 10/2025; MANUFACTURE & SHIP SIGNS - 10/2025 - ORDER # JE5972
		101 - 542 64 31 101 - 542 64 41			ERNMENTAL PROFES	3,190.47 3,988.81		
7321	12/08/2025	Claims	00 - 2		WA STATE PATROL	3,700.01	24.00	BACKGROUND CHECKS - 11/2025
7321 1	12/00/2020				PROFESSIONAL SER\	24.00	24.00	
7322	12/08/2025	Claims	2		BARRY M WOODARD		19 570 00	PUBLIC DEFENDER - 11/2025
1322	12/00/2020				VICES-PUBLIC DEFEN	19,570.00	17,370.00	
7323	12/08/2025		2		YAKIMA CO DEVELOF ASSN	•	20,000.00	YCDA 2024-2028 PLEDGE; YCDA 2024 - 2028 PLEDGE
					OUNTY DEVELOPMEN OUNTY DEVELOPMEN	10,000.00 10,000.00		
7324	12/08/2025	Claims	2	111454	YAKIMA COOPERATIV	VE ASSN	3,905.81	#2 DIESEL DYED - 136.4000 GALLONS; #2 DIESEL DYED - 218.5000 GALLONS - MAIN LIFT STATION; # 2 DIESEL DYED - 198.8000 GALLONS - BORTON GENERATOR; BULK PROPANE - 290.4000 GALLONS - ACTIVITIES BLDG & 395
		401 - 534 50 32 401 - 534 50 32 403 - 535 50 32 403 - 535 50 32 402 - 537 50 32 402 - 537 50 32 101 - 542 30 32 101 - 542 30 32 001 - 576 80 32 001 - 576 80 32 001 - 576 80 32 001 - 576 80 32	00 - 00 - 00 - 00 - 00 - 00 - 00 - 00 -	FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL		193.00 172.06 193.00 172.06 193.00 172.06 193.03 172.06 597.05 193.00 172.06 1,483.43		
7325	12/08/2025	Claims	2	111455	YAKIMA HUMANE SC	OCIETY	2,680.00	ANIMAL CONTROL INTAKE SERVICES - 11/2025 & FERAL CAT PROGRAM
					ICES-ANIMAL CONTF ICES - FERAL CAT CO	2,500.00 180.00		
7326	12/08/2025	Claims	2	111456	YAKIMA PRINTING C	OMPANY	32.46	BUSINESS CARDS - VANOVER

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01/01/2025 To: 12/31/2025

Trans Date Type Acct # War # Claimant Amount Memo 001 - 521 22 31 00 - PATROL SUPPLIES 32.46 6,042.10 LAND USE PLANNING & 7327 12/08/2025 Claims 2 111457 YAKIMA VALLEY CONFERENCE GIS/MAPPING SERVICE - 10/2025 001 - 558 60 41 01 - INTERGOVERNMENTAL PROFES 6,042.10 28,000.00 SPORTS COMMISSION 2 7328 12/08/2025 Claims 111458 YAKIMA VALLEY SPORTS ADVERTISING, SUPPLIES & **COMMISSION EQUIPMENT & TRAVEL** 107 - 557 30 31 03 - SUPPLIES-SPORTS COMMISSION 13,000.00 107 - 557 30 43 00 - TRAVEL- YAK VALLEY SPORTS C 4,000.00 108 - 557 30 44 02 - ADVERTISING-SPORTS COMM 5,000.00 107 - 557 30 45 07 - YAKIMA VALLEY SPORTS COMN 6,000.00 001 Current Expense Fund 99,183.64 101 Street Fund 17,326.58 107 Lodging Tax Fund 39,737.06 108 Tourism Promotion Area Fund 5,000.00 128 Transit System Fund 435,552.36 305 Regional Beltway Connector Fund 94,441.27 321 Street Development Reserve Fund 5,541.90 324 Infrastructure Reserve Fund 3,779.22 401 Water Fund 6,211.87 402 Garbage Fund 1,295.12 403 Sewer Fund 83,610.68 414 Water Deposits 10.00 630 General State/County-Shared Rev Fund 108.00 650 YVCRU Fund 563.43 Claims: 792,361.13

792,361.13