

**UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA**

MONDAY FEBRUARY 27, 2023 – 6:00 P.M.

CIVIC CAMPUS, 102 W. AHTANUM ROAD, UNION GAP

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 an item. 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 February 13, 2023, as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claim Vouchers – EFT's, and Voucher No. 106051 through 106118 for February 27, 2023 in the amount of \$276,971.88

III. GENERAL ITEMS

Presentation

1. Yakima Valley Tourism – John Cooper, CEO
2. Yakima Basin Fish & Wildlife Recovery Board – Alex Conley, Executive Director

Public Hearing

Zipty Fiber Pacific, LLC Franchise Agreement

Public Works & Community Development

Ordinance No. - _____ - Franchise Agreement with Zipty Fiber Pacific, LLC

Public Hearing

Closed Record Hearing – Proposed Matson / Frank Rezone

City Attorney

Ordinance No. - _____ - Matson / Frank Rezone

IV. 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

V. CITY MANAGER REPORT

VI. COMMUNICATIONS/QUESTIONS/COMMENTS

VII. DEVELOPMENT OF NEXT AGENDA

VIII. RECESS TO 10 MINUTE EXECUTIVE SESSION

To review the performance of a public employee, per RCW 42.30.110 (g)

The Council **MAY** be taking action after the executive session

IX. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date: February 27, 2023
From: Sharon Bounds, Interim City Manager
Topic/Issue: Presentation – Yakima Valley Tourism – John Cooper, CEO

SYNOPSIS: John Cooper, CEO of Yakima Valley Tourism will be giving presentation.

RECOMMENDATION: Presentation only.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: February 27, 2023
From: Sharon Bounds, Interim City Manager
Topic/Issue: Presentation – Yakima Basin Fish & Wildlife Recovery Board – Alex Conley,
Executive Director

SYNOPSIS: Alex Conley, Executive Director of Yakima Basin Fish & Wildlife Recovery Board, will be giving a presentation.

RECOMMENDATION: Presentation only.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: February 27, 2023
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Public Hearing; Ziplly Fiber Pacific, LLC Franchise Agreement

SYNOPSIS: Public Hearing, which was set at the February 13, 2023 meeting, to receive public testimony regarding Ziplly Fiber Pacific, LLC Franchise Agreement.

RECOMMENDATION: Conduct a Public Hearing.

LEGAL REVIEW: Reviewed by the City Attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: This public hearing was set at the February 13, 2023 Council Meeting.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Ziplly Fiber Pacific, LLC Franchise Agreement
2. Notice of Public Hearing

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

CITY OF UNION GAP, WASHINGTON AN ORDINANCE OF THE CITY OF UNION GAP, WASHINGTON, GRANTING ZIPLY FIBER PACIFIC, LLC, A DELAWARE CORPORATION, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF UNION GAP.

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

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

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

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

ARTICLE I. DEFINITIONS

For the purpose of this Franchise the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever required. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "City" is the City of Union Gap, Washington.
- B. "Franchisee" means Ziplly Fiber Pacific, LLC, the grantee of rights under this Franchise ordinance or its lawful successor, transferee or assignee.
- C. "Easement" shall be limited to those Rights-of-Way owned or controlled by the City.

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

ARTICLE II. GRANT OF FRANCHISE

SECTION 1. Grant

- A. There is hereby granted to the Franchisee a non-exclusive right, privilege, and Franchise to have, acquire, construct, reconstruct, maintain, use and operate within the corporate limits of the City, the System and to have, acquire, construct, reconstruct, maintain, use and operate in, over, under, along, and across the present and future Rights-of Way all necessary or desirable wires, cables, underground conduits, manholes and other structures and appurtenances in connection with the System.
- B. Limited Rights. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title

or interest in any Right-of-Way; it does not provide the Franchisee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise does not deprive the City of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the City's Rights-of-Way covered by this Franchise, including without limitation the right to perform work on its roadways, streets or appurtenant drainage facilities, water and waste water facilities and including constructing, altering, paving, widening, grading, or excavating such streets.

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

SECTION 2. Term

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

SECTION 3. Franchise Subject to Other Laws

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

SECTION 4. Other Franchises

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

SECTION 5. Waivers

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

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

SECTION 6 Franchise Acceptance; Prior Franchise Superseded and Repealed

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

SECTION 7. Police Powers

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

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

SECTION 8. Permits Required

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

ARTICLE III. STANDARDS FOR USE OF RIGHT OF WAY

SECTION 1. Uses of Rights-of-way

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

agreed, the Franchisee shall be given not less than thirty (30) calendar days advance notice to arrange for such temporary wire changes.

G. Construction and Maintenance, Excavation:

1. The route of any underground portions of the system shall be subject to review and approval by the City. Engineering plans for construction in Rights-of-Way shall be submitted to the City prior to construction.
2. Except in an emergency, the Franchisee shall comply with generally applicable City ordinances, policies and rules pertaining to notification when excavating pavement in any Right-of-Way.

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

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

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

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

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

M. Hazardous Substances:

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

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

SECTION 2. Use of Franchise Facilities

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

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

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

SECTION 4. Changes for Governmental Purposes

- A. Whenever by reason of changes in the grade of any Right-of-Way or in the location or manner of construction any water pipe, gas pipe, sewer or other underground or overhead structure for any governmental purpose whatsoever, it shall be deemed necessary by the Director of Public Works of the City to remove, alter, change, adapt, or conform the underground or overhead facilities of the Franchisee, such alterations or changes shall be made as soon as practicable by the Franchisee and begin within one hundred and eighty (180) days of notice from the City, without claim for reimbursement or damages against the City; provided, however, if said requirements impose a financial hardship upon the Franchisee, the Franchisee shall have the right to present alternative proposals for the City's consideration, provided, further if Franchisee's wires, cable, or other fixtures are placed within or attached to poles, conduits, or appliances owned or maintained by others, such as utility poles of a public utility pursuant to a pole attachment agreement, Franchisee shall undertake such removal, alteration, change or adaption in cooperation with the public utility. Except for Franchise revocation or termination or System abandonment, the City shall not require Franchisee to remove its facilities entirely from a Right-of-Way unless suitable alternatives are available for relocation at a reasonable cost. If Franchisee fails or refuses to begin such alterations or changes within such one hundred and eighty day (180) day period the City shall have the power to remove or abate the same at the expense of the Franchisee, all without compensation or liability for damages to the Franchisee.
- B. In cases of emergency the City may require relocation of the Franchisee's facilities at the Franchisee's expense in the event the emergency creates an immediate threat to the public safety, health and welfare.
- C. In an instance in which Franchisee had paid the cost of relocation of its facilities at the request of the City within the previous five (5) years, the share of the cost of relocation of Franchisee facilities will be paid by the City if relocation of the same facilities is subsequently requested by the City, except in an emergency as determined by the City.

SECTION 5. Work by Others

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

any conveyance of land within such closed or abandoned Right-of-Way shall be subject to the rights herein granted or heretofore obtained by Franchisee; provided, that the Franchisee may be ordered to vacate any land so conveyed if an alternate route is practicable and if the Franchisee is reimbursed by the person to whom the property is conveyed for the reasonable costs of service disruptions, removal and relocation of facilities.

- C. If the City shall require the Franchisee to adapt or conform its facilities or in any way or manner to alter, relocate, or change its facilities to enable any other entity or person, except the City, to use, or use with greater convenience, said Right-of-Way, the Franchisee shall not be bound to make any such changes until such other entity or person shall have undertaken, with good and sufficient bond, to reimburse the Franchisee for any costs, loss, or expense which will be caused by, or arise out of such change, alteration, or relocation of Franchisee's property; provided, however, that the City shall never be liable for such reimbursement.

SECTION 6. Construction Provisions

- A. **Standards.** The Franchisee's System constructed within the City shall comply with all applicable federal, state and local laws.
- B. **Tree Trimming and Removal.** To the extent permitted by law, the Franchisee shall have the authority after obtaining any consent legally required from any affected property owner to trim trees or other natural growth overhanging any of its Telecommunications System in the City so as to prevent branches from coming in contact with the Franchisee's wires, cables, or other equipment. The Franchisee shall reasonably compensate the City or property owner for any damages caused by such trimming, or shall, at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction, operation or maintenance of the System. The Franchisee shall make reasonable efforts not to harm such trees or shrubs. Any pruning or removal of trees or shrubs in the City shall comply with practices outlined in the American National Standards Institute, Inc., (ANSI) Tree Care Operations - Tree, Shrub, and Other Woody Plant Maintenance Standard Practices and with City Code provisions, including licensing and permitting provisions, and shall be done by a qualified, professional arborist.
- C. **Inspection.** The City shall have the right, but not a duty, to inspect all construction and installation work performed by the Franchisee pursuant to this Franchise as it shall find necessary to ensure compliance by the Franchisee. Such inspection shall be in accordance with the provisions of this Franchise.
- D. **Restoration of City Property.** The Franchisee at its own cost and expense and in the manner approved by the City shall replace and restore all City property, including Right-of-Way, which is disturbed by the Franchisee's construction, installation, maintenance or operation of its Facilities, in accordance with the City's Design Standards and Standard Construction Specifications. Nothing herein shall prevent the City from charging the Franchisee its usual and customary fees of general applicability for inspection of such restoration or replacement work. The Franchisee shall be solely responsible for protecting the public health, safety and welfare on such City property from the time of disturbance

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

- E. **Restoration of Property.** Whenever the Franchisee shall cause or any person acting on its behalf shall cause any disturbance, injury or damage to City property by or because of the installation, maintenance or operation of its Facilities, such disturbance, injury or damage shall be remedied fully by the Franchisee at its expense. Further, the Franchisee shall, at its own cost and expense, replace and restore the respective property in accordance with the City's Design Standards and Standard Construction Specifications within a reasonable time of the disturbance, injury or damage.
- F. **Construction Necessary For Operation.** Subject to applicable laws, regulations and ordinances of the City and the provisions of this Franchise, the Franchisee may perform all construction necessary for the operation of its System. All construction and maintenance of any and all Facilities within the Right-of-Way incident to the Franchisee's Telecommunications System shall, regardless of who performs the construction, be and remain the Franchisee's responsibility.
- G. **Joint Trenching and Boring.** The Franchisee may make excavations in the Rights-of-Way for any Facility needed for the maintenance or extension of the Franchisee. Prior to doing such work, the Franchisee shall give appropriate notice to the City and the notification association in accordance with applicable law (namely the Inland Empire Utility Notification Center). When obtaining a permit, the Franchisee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, the Franchisee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of street cuts within the City. If the Franchisee reasonably anticipates that trenching will encounter tree roots, the Franchisee shall consult with the City prior to trenching.
- H. **Emergency Repairs.** In the event that emergency repairs are necessary to any part of its System, the Franchisee shall immediately notify the City of the need for such repairs. The Franchisee may initiate such emergency repairs, and shall apply for appropriate permits within seventy-two (72) hours after discovery of the emergency. The Franchisee shall comply with all applicable City regulations relating to such excavations or construction, including the payment of permits or license fees, and shall reimburse the City for any damage to City utilities as a result of the emergency repairs. Likewise, in the event emergency repairs are necessary to any underground municipal utility to ameliorate a serious risk to the public health and/or safety, if the City knows or has reason to believe part of Franchisee's system is buried in the area which is to be excavated, the City shall immediately notify Franchisee of the City's intent to excavate. Such notification shall be done in such manner as may be reasonably calculated under the circumstances of the

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

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

1. Mark on the surface all of its locatable underground Facilities within the area of the proposed excavation;
2. Notify the excavator of any unlocatable underground Facilities in the area of the proposed excavation; or
3. Notify the excavator that the Franchisee does not have any underground Facilities in the vicinity of the proposed excavation.

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

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

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

L. **Building Codes.**

1. The Franchisee shall strictly adhere to all building and zoning codes currently or hereafter in effect. The Franchisee shall arrange its lines, cables, and other

appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any person. In the event of such interference, the City may require the removal or relocation of the Franchisee's lines, cables, Facilities and other appurtenances from the property in question.

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

M. Underground and Overhead Construction.

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

N. Rights-Of-Way Occupancy.

1. Nothing in this Franchise shall give the Franchisee the right to attach its System to structures or poles owned by the City without consent of the City.
2. The Franchisee shall:
 - (a) Locate and install all transmission lines, equipment and structures so as to cause minimum interference with the rights and reasonable convenience of property owners;
 - (b) Keep and maintain all transmission lines, equipment and structures in a safe condition, and in good order and repair;
 - (d) Place any fixtures in any Right-of-Way in such manner as not to interfere with the usual travel of the Right-of-Way or cause unsafe conditions of any sort;

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

O. Stop Work.

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

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

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

ARTICLE IV. ADMINISTRATION AND REGULATION

SECTION 1. Transfer of Ownership or Control

- A. This Franchise shall not be assigned or transferred, leased or disposed of either in whole or in part by voluntary sale or involuntary sale, merger or consolidation, either legal or equitable or any right, interest or property therein, pass to or vest in any person, or entity without the prior written consent of the City Council, which consent shall not be unreasonably withheld. In the event such assignment or transfer is approved by the Washington Transportation and Utilities Commission (“WUTC”), approval will be automatic if Franchisee provides written notice of approval of transfer to City within 15 days. No consent will be required for a transfer in trust, mortgage, or other hypothecation as a whole or in part to secure an indebtedness.
- B. The Franchisee shall promptly notify the City of any actual or proposed change in, or transfer of, or disposition of or acquisition by any other party of, control of the Franchisee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Franchisee shall make the Franchise subject to cancellation unless and until the City Council shall have consented thereto, which consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer, disposition, or acquisition of control the City Council may inquire into the qualifications of the prospective controlling party, and the Franchisee shall assist the City Council in any such inquiry.
- C. The proposed assignee must show its legal and technical qualifications and its financial responsibility as determined by the City Council and must agree to comply with all the provisions of the Franchise. Unless the Franchisee and the City Council otherwise agree on an extension of time, the City Council shall be deemed to have consented to a proposed transfer or assignment in the event it has not acted within ninety (90) days of notice.
- D. The consent or approval of the City Council to any transfer of the Franchise shall not constitute a waiver or release of the right of the City in and to the Rights-of-Way, and any transfer shall by its terms, be expressly subordinate to the terms and conditions of this Franchise.
- E. By its acceptance of this Franchise, the Franchisee specifically agrees that any such transfers occurring without prior approval of the City Council shall constitute a violation of this Franchise by the Franchisee. In no event shall a transfer of ownership or change of control be approved without the successor in interest becoming a signatory to this Franchise.
- F. Within 30 days of any transfer or sale and upon request, if approved or deemed granted by the City, the Franchisee shall file with the City a copy of the deed, agreement, or other written instrument evidencing such sale or transfer of ownership or control certified and sworn to as correct by the Franchisee.
- G. **Standards.** The City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and the Franchisee shall assist the City in

so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate; provided, however, the City shall not unreasonably withhold its approval and any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by the Franchisee.

- H. **Common Control Exemption.** Notwithstanding anything to the contrary in this Section, the prior written approval of the City Council shall not be required for any sale, assignment or transfer of the Franchise, the System or ownership to an entity controlling, controlled by, or under the same common control as the Franchisee.

ARTICLE V. FINANCIAL AND INSURANCE REQUIREMENTS

SECTION 1. Liability Insurance

- A. **General Requirement.** The Franchisee must have adequate insurance during the entire term of the Franchise to protect against claims for injuries to persons or damages to property which in any way relate to, arise from, or are connected with this Franchise or involve the Franchisee, its agents, representatives, contractors, subcontractors and their employees.
- B. **Verification of Coverage.** If requested, the Franchisee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices. The Franchisee hereby warrants that its insurance policies satisfy the requirements of this Franchise.
- C. **Other Insurance.** The Franchisee shall also provide Workers Compensation Insurance as required by Washington law.
- D. **Insurance - No Limitation.** The Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by the Franchisee or to limit the liability of the Franchisee to the coverage provided in the insurance policies, or otherwise to limit the City's recourse to any other remedy available at law or in equity.

SECTION 2. Compensation

- A. **Utility Tax.** In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Telecommunications system within the Franchise area the Franchisee shall pay to City during the term of this Franchise an amount equal to six percent (6%) of the Franchisee's Gross Revenues ("Utility Tax"), subject to any statutory exemptions, including but not limited to, for resale. Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be

included in Gross Receipts at such time as they are actually collected. Revenue from point to point services is based on the pro-rata share of the revenue from those services.

- B. **Modification Resulting from Action by Law.** Upon thirty days' notice and in the event any law or valid rule or regulation applicable to this Franchise limits the Utility Tax below the amount provided herein, or as subsequently modified, the Franchisee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Franchisee shall pay the higher amount commencing from the date of such repeal or amendment, up to the maximum allowable by law.
- C. **Payment of Utility Tax.** Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.
- D. **The Utility Tax includes all compensation for the use of the City's Rights-of-Way.** Franchisee may offset against the Utility Tax the amount of any fee or charge paid to the City in connection with the Grantee's use of the Rights-of-Way when the fee or charge is not imposed under a generally applicable ordinance or resolution. The Utility Tax shall not be deemed to be in lieu of or a waiver of any ad valorem property tax or in lieu of or a waiver of any utility taxes which the City may now or hereafter be entitled to, or to participate in, or to levy upon the property of Franchisee.

SECTION 3. Indemnity

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the City, City Council, and any officers, employees and agents who have acted in their official capacities, boards and commissions, (collectively referred to as the "City" in this Section) and shall pay all damages and penalties which the City may be legally required to pay as a result of any act or omission by the Franchisee in the operation of the System throughout the term of this agreement. Such damages and penalties shall include, without limitation, damages arising out of copyright infringements, and the construction, erection, operation, maintenance and repair of the System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise. If legal action is filed against the City, to recover for any claim or damages as a result of any act or omission by the Franchisee in the operation of the System, the Franchisee, upon notice to it by the City, shall defend the City against the action. The Franchisee shall have the right to defend, settle or compromise any claims arising hereunder. In the event of a final judgment being obtained against the City as a result of any act or omission by the Franchisee in the operation of the System, the Franchisee shall pay the judgment and all costs and hold the City harmless therefrom. Nothing in this Franchise shall be interpreted to abridge or otherwise affect the City's right to intervene or participate in any suit, action or proceeding involving any provisions of this Franchise. The Franchisee shall pay all expenses incurred by the Franchisee and the City in defending with regard to all damages as set forth in this

Section. These expenses shall include, without limitation, all out-of-pocket expenses, reasonable attorneys' fees, witness and discovery costs and the reasonable value of any services rendered by the City Attorney and its office, and any other agents and employees of the City.

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

ARTICLE VI. ENFORCEMENT AND TERMINATION

SECTION 1. Forfeiture and Termination

- A. In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right (after notice and the opportunity to cure as provided by Subsection C, below) to forfeit and terminate the Franchise and all rights and privileges of the Franchisee hereunder in the event of a material breach of this Franchise's terms and conditions. A material breach by Franchisee shall include, but shall not be limited to the following:
1. Violation of any material provision of the Franchise or any material rule, order, regulation or determination of the City Council made pursuant to the Franchise;
 2. Attempt to evade any material provision of the Franchise or practice any fraud or deceit upon the City;
 3. The Franchisee abandons the system or terminates the system's operations;
- B. The foregoing shall not constitute a breach if the violation occurs but it is without fault of the Franchisee. The Franchisee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.
- C. The City shall make a written demand that the Franchisee comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by the Franchisee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City Council may appoint a hearing examiner to take under consideration the issue of termination of the Franchise. The City shall cause to be served upon the Franchisee, at least twenty (20) days prior to the date of such hearing, a written notice of intent to request such termination and the time and place of the hearing. Public notice shall be given of the hearing and issue(s) which the City Council or hearing examiner is to consider.
- D. The City Council or hearing examiner, if appointed, shall hear and consider the issue(s) and hear any person interested therein, and determine in its discretion, whether or not any violation by the Franchisee has occurred. The Franchisee shall be entitled to participate

fully in the hearing process, including a presentation of evidence and questioning of witnesses, so that the record will include all information pertaining to the alleged violation.

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

SECTION 2. Foreclosure

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

SECTION 3. Receivership

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

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

SECTION 4. Bankruptcy

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

SECTION 5. Removal of System

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

ARTICLE VII. MISCELLANEOUS PROVISIONS

SECTION 1. Notices

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

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

or to another person as designated by the City.

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

ATTN: Legal Department, 135 Lake Street S, Suite 155, Kirkland, WA 98033,
legal@ziply.com

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

SECTION 2. Time Limits Strictly Construed

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

circumstances, promptly perform the affected obligations under this Franchise or procure a substitute which is satisfactory to the City.

SECTION 3. Cumulative Provision

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

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

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

SECTION 5. Confidentiality

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

SECTION 6. Captions

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

SECTION 7 Construction of Agreement

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

SECTION 8. No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward

third persons or the public in any manner which would indicate any such relationship with the other.

SECTION 9 Entire Agreement

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

SECTION 10 Actions of the City or the Franchisee

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

SECTION 11. Severability, Preemption, and Precedence

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

SECTION 12. Venue

Any action concerning a dispute arising under this Franchise shall be convened in The City of Union Gap, Washington, or in the appropriate United States District Court.

SECTION 13. Interpretation

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

SECTION 14. Attorneys' Fees.

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

SECTION 15. Effective Date

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

PASSED by the City Council of the City of Union Gap, Washington after the first reading on the ____ day of _____, 2023.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

THE GRANTEE, ZIPLY FIBER PACIFIC, LLC, A DELAWARE STATE COMPANY, HEREIN BEFORE REFERRED TO, FRANCHISEE, AND FOR ITS SUCCESSORS AND ASSIGNS, DOES ACCEPT ALL OF THE TERMS AND CONDITIONS OF THE FOREGOING FRANCHISE THIS ____ DAY OF _____, 2023.

By _____


***NOTICE OF PUBLIC HEARING
CITY OF UNION GAP, WASHINGTON***

NOTICE IS HEREBY GIVEN that on Monday, February 27, 2023, at 6:00 p.m., or as soon thereafter as possible, the Union Gap City Council will conduct a Public Hearing.

The purpose of the Public Hearing is for consideration of entering into a Franchise Agreement with Ziplly Fiber Pacific, LLC for a non-exclusive franchise to construct, operate, and maintain a telecommunication system within the City of Union Gap.

At the conclusion of the Public Hearing, the Council will make a final determination concerning the Franchise Agreement with Ziplly Fiber Pacific, LLC. Comments may also be emailed to the City Clerk at Karen.Clifton@uniongapwa.gov or mailed to P.O. Box 3008, Union Gap, Washington, 98903 prior to 5:00 p.m. February 27, 2023.

DATED this 14th day of February, 2023.



Karen Clifton, City Clerk



City Council Communication

Meeting Date: February 27, 2023
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Ordinance - Franchise Agreement with Ziplly Fiber Pacific, LLC

SYNOPSIS: On February 27, 2023 the City Council took public testimony regarding the proposed franchise agreement with Ziplly Fiber Pacific, LLC, a Delaware Corporation to construct, operate, and maintain a telecommunication system within the City of Union Gap.

RECOMMENDATION: Adopt an Ordinance granting Ziplly Fiber Pacific, LLC, a Delaware Corporation, a non-exclusive franchise to construct, operate, and maintain a telecommunication system within the City of Union Gap.

LEGAL REVIEW: The City Attorney has reviewed this Ordinance.

FINANCIAL REVIEW:

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

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

**CITY OF UNION GAP, WASHINGTON AN ORDINANCE OF THE CITY OF
UNION GAP, WASHINGTON, GRANTING ZIPLY FIBER PACIFIC, LLC, A
DELAWARE CORPORATION, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT,
OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE
CITY OF UNION GAP.**

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

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

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

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

ARTICLE I. DEFINITIONS

For the purpose of this Franchise the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever required. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "City" is the City of Union Gap, Washington.
- B. "Franchisee" means Ziplly Fiber Pacific, LLC, the grantee of rights under this Franchise ordinance or its lawful successor, transferee or assignee.
- C. "Easement" shall be limited to those Rights-of-Way owned or controlled by the City.

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

ARTICLE II. GRANT OF FRANCHISE

SECTION 1. Grant

- A. There is hereby granted to the Franchisee a non-exclusive right, privilege, and Franchise to have, acquire, construct, reconstruct, maintain, use and operate within the corporate limits of the City, the System and to have, acquire, construct, reconstruct, maintain, use and operate in, over, under, along, and across the present and future Rights-of Way all necessary or desirable wires, cables, underground conduits, manholes and other structures and appurtenances in connection with the System.
- B. Limited Rights. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title

or interest in any Right-of-Way; it does not provide the Franchisee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise does not deprive the City of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the City's Rights-of-Way covered by this Franchise, including without limitation the right to perform work on its roadways, streets or appurtenant drainage facilities, water and waste water facilities and including constructing, altering, paving, widening, grading, or excavating such streets.

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

SECTION 2. Term

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

SECTION 3. Franchise Subject to Other Laws

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

SECTION 4. Other Franchises

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

SECTION 5. Waivers

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

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

SECTION 6 Franchise Acceptance; Prior Franchise Superseded and Repealed

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

SECTION 7. Police Powers

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

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

SECTION 8. Permits Required

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

ARTICLE III. STANDARDS FOR USE OF RIGHT OF WAY

SECTION 1. Uses of Rights-of-way

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

agreed, the Franchisee shall be given not less than thirty (30) calendar days advance notice to arrange for such temporary wire changes.

G. Construction and Maintenance, Excavation:

1. The route of any underground portions of the system shall be subject to review and approval by the City. Engineering plans for construction in Rights-of-Way shall be submitted to the City prior to construction.
2. Except in an emergency, the Franchisee shall comply with generally applicable City ordinances, policies and rules pertaining to notification when excavating pavement in any Right-of-Way.

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

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

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

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

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

M. Hazardous Substances:

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

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

SECTION 2. Use of Franchise Facilities

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

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

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

SECTION 4. Changes for Governmental Purposes

- A. Whenever by reason of changes in the grade of any Right-of-Way or in the location or manner of construction any water pipe, gas pipe, sewer or other underground or overhead structure for any governmental purpose whatsoever, it shall be deemed necessary by the Director of Public Works of the City to remove, alter, change, adapt, or conform the underground or overhead facilities of the Franchisee, such alterations or changes shall be made as soon as practicable by the Franchisee and begin within one hundred and eighty (180) days of notice from the City, without claim for reimbursement or damages against the City; provided, however, if said requirements impose a financial hardship upon the Franchisee, the Franchisee shall have the right to present alternative proposals for the City's consideration, provided, further if Franchisee's wires, cable, or other fixtures are placed within or attached to poles, conduits, or appliances owned or maintained by others, such as utility poles of a public utility pursuant to a pole attachment agreement, Franchisee shall undertake such removal, alteration, change or adaption in cooperation with the public utility. Except for Franchise revocation or termination or System abandonment, the City shall not require Franchisee to remove its facilities entirely from a Right-of-Way unless suitable alternatives are available for relocation at a reasonable cost. If Franchisee fails or refuses to begin such alterations or changes within such one hundred and eighty day (180) day period the City shall have the power to remove or abate the same at the expense of the Franchisee, all without compensation or liability for damages to the Franchisee.
- B. In cases of emergency the City may require relocation of the Franchisee's facilities at the Franchisee's expense in the event the emergency creates an immediate threat to the public safety, health and welfare.
- C. In an instance in which Franchisee had paid the cost of relocation of its facilities at the request of the City within the previous five (5) years, the share of the cost of relocation of Franchisee facilities will be paid by the City if relocation of the same facilities is subsequently requested by the City, except in an emergency as determined by the City.

SECTION 5. Work by Others

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

any conveyance of land within such closed or abandoned Right-of-Way shall be subject to the rights herein granted or heretofore obtained by Franchisee; provided, that the Franchisee may be ordered to vacate any land so conveyed if an alternate route is practicable and if the Franchisee is reimbursed by the person to whom the property is conveyed for the reasonable costs of service disruptions, removal and relocation of facilities.

- C. If the City shall require the Franchisee to adapt or conform its facilities or in any way or manner to alter, relocate, or change its facilities to enable any other entity or person, except the City, to use, or use with greater convenience, said Right-of-Way, the Franchisee shall not be bound to make any such changes until such other entity or person shall have undertaken, with good and sufficient bond, to reimburse the Franchisee for any costs, loss, or expense which will be caused by, or arise out of such change, alteration, or relocation of Franchisee's property; provided, however, that the City shall never be liable for such reimbursement.

SECTION 6. Construction Provisions

- A. **Standards.** The Franchisee's System constructed within the City shall comply with all applicable federal, state and local laws.
- B. **Tree Trimming and Removal.** To the extent permitted by law, the Franchisee shall have the authority after obtaining any consent legally required from any affected property owner to trim trees or other natural growth overhanging any of its Telecommunications System in the City so as to prevent branches from coming in contact with the Franchisee's wires, cables, or other equipment. The Franchisee shall reasonably compensate the City or property owner for any damages caused by such trimming, or shall, at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction, operation or maintenance of the System. The Franchisee shall make reasonable efforts not to harm such trees or shrubs. Any pruning or removal of trees or shrubs in the City shall comply with practices outlined in the American National Standards Institute, Inc., (ANSI) Tree Care Operations - Tree, Shrub, and Other Woody Plant Maintenance Standard Practices and with City Code provisions, including licensing and permitting provisions, and shall be done by a qualified, professional arborist.
- C. **Inspection.** The City shall have the right, but not a duty, to inspect all construction and installation work performed by the Franchisee pursuant to this Franchise as it shall find necessary to ensure compliance by the Franchisee. Such inspection shall be in accordance with the provisions of this Franchise.
- D. **Restoration of City Property.** The Franchisee at its own cost and expense and in the manner approved by the City shall replace and restore all City property, including Right-of-Way, which is disturbed by the Franchisee's construction, installation, maintenance or operation of its Facilities, in accordance with the City's Design Standards and Standard Construction Specifications. Nothing herein shall prevent the City from charging the Franchisee its usual and customary fees of general applicability for inspection of such restoration or replacement work. The Franchisee shall be solely responsible for protecting the public health, safety and welfare on such City property from the time of disturbance

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

- E. **Restoration of Property.** Whenever the Franchisee shall cause or any person acting on its behalf shall cause any disturbance, injury or damage or City property by or because of the installation, maintenance or operation of its Facilities, such disturbance, injury or damage shall be remedied fully by the Franchisee at its expense. Further, the Franchisee shall, at its own cost and expense, replace and restore the respective property in accordance with the City's Design Standards and Standard Construction Specifications within a reasonable time of the disturbance, injury or damage.
- F. **Construction Necessary For Operation.** Subject to applicable laws, regulations and ordinances of the City and the provisions of this Franchise, the Franchisee may perform all construction necessary for the operation of its System. All construction and maintenance of any and all Facilities within the Right-of-Way incident to the Franchisee's Telecommunications System shall, regardless of who performs the construction, be and remain the Franchisee's responsibility.
- G. **Joint Trenching and Boring.** The Franchisee may make excavations in the Rights-of-Way for any Facility needed for the maintenance or extension of the Franchisee. Prior to doing such work, the Franchisee shall give appropriate notice to the City and the notification association in accordance with applicable law (namely the Inland Empire Utility Notification Center). When obtaining a permit, the Franchisee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, the Franchisee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of street cuts within the City. If the Franchisee reasonably anticipates that trenching will encounter tree roots, the Franchisee shall consult with the City prior to trenching.
- H. **Emergency Repairs.** In the event that emergency repairs are necessary to any part of its System, the Franchisee shall immediately notify the City of the need for such repairs. The Franchisee may initiate such emergency repairs, and shall apply for appropriate permits within seventy-two (72) hours after discovery of the emergency. The Franchisee shall comply with all applicable City regulations relating to such excavations or construction, including the payment of permits or license fees, and shall reimburse the City for any damage to City utilities as a result of the emergency repairs. Likewise, in the event emergency repairs are necessary to any underground municipal utility to ameliorate a serious risk to the public health and/or safety, if the City knows or has reason to believe part of Franchisee's system is buried in the area which is to be excavated, the City shall immediately notify Franchisee of the City's intent to excavate. Such notification shall be done in such manner as may be reasonably calculated under the circumstances of the

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

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

1. Mark on the surface all of its locatable underground Facilities within the area of the proposed excavation;
2. Notify the excavator of any unlocatable underground Facilities in the area of the proposed excavation; or
3. Notify the excavator that the Franchisee does not have any underground Facilities in the vicinity of the proposed excavation.

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

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

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

L. **Building Codes.**

1. The Franchisee shall strictly adhere to all building and zoning codes currently or hereafter in effect. The Franchisee shall arrange its lines, cables, and other

appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any person. In the event of such interference, the City may require the removal or relocation of the Franchisee's lines, cables, Facilities and other appurtenances from the property in question.

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

M. Underground and Overhead Construction.

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

N. Rights-Of-Way Occupancy.

1. Nothing in this Franchise shall give the Franchisee the right to attach its System to structures or poles owned by the City without consent of the City.
2. The Franchisee shall:
 - (a) Locate and install all transmission lines, equipment and structures so as to cause minimum interference with the rights and reasonable convenience of property owners;
 - (b) Keep and maintain all transmission lines, equipment and structures in a safe condition, and in good order and repair;
 - (d) Place any fixtures in any Right-of-Way in such manner as not to interfere with the usual travel of the Right-of-Way or cause unsafe conditions of any sort;

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

O. Stop Work.

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

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

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

ARTICLE IV. ADMINISTRATION AND REGULATION

SECTION 1. Transfer of Ownership or Control

- A. This Franchise shall not be assigned or transferred, leased or disposed of either in whole or in part by voluntary sale or involuntary sale, merger or consolidation, either legal or equitable or any right, interest or property therein, pass to or vest in any person, or entity without the prior written consent of the City Council, which consent shall not be unreasonably withheld. In the event such assignment or transfer is approved by the Washington Transportation and Utilities Commission (“WUTC”), approval will be automatic if Franchisee provides written notice of approval of transfer to City within 15 days. No consent will be required for a transfer in trust, mortgage, or other hypothecation as a whole or in part to secure an indebtedness.
- B. The Franchisee shall promptly notify the City of any actual or proposed change in, or transfer of, or disposition of or acquisition by any other party of, control of the Franchisee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Franchisee shall make the Franchise subject to cancellation unless and until the City Council shall have consented thereto, which consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer, disposition, or acquisition of control the City Council may inquire into the qualifications of the prospective controlling party, and the Franchisee shall assist the City Council in any such inquiry.
- C. The proposed assignee must show its legal and technical qualifications and its financial responsibility as determined by the City Council and must agree to comply with all the provisions of the Franchise. Unless the Franchisee and the City Council otherwise agree on an extension of time, the City Council shall be deemed to have consented to a proposed transfer or assignment in the event it has not acted within ninety (90) days of notice.
- D. The consent or approval of the City Council to any transfer of the Franchise shall not constitute a waiver or release of the right of the City in and to the Rights-of-Way, and any transfer shall by its terms, be expressly subordinate to the terms and conditions of this Franchise.
- E. By its acceptance of this Franchise, the Franchisee specifically agrees that any such transfers occurring without prior approval of the City Council shall constitute a violation of this Franchise by the Franchisee. In no event shall a transfer of ownership or change of control be approved without the successor in interest becoming a signatory to this Franchise.
- F. Within 30 days of any transfer or sale and upon request, if approved or deemed granted by the City, the Franchisee shall file with the City a copy of the deed, agreement, or other written instrument evidencing such sale or transfer of ownership or control certified and sworn to as correct by the Franchisee.
- G. **Standards.** The City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and the Franchisee shall assist the City in

so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate; provided, however, the City shall not unreasonably withhold its approval and any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by the Franchisee.

- H. **Common Control Exemption.** Notwithstanding anything to the contrary in this Section, the prior written approval of the City Council shall not be required for any sale, assignment or transfer of the Franchise, the System or ownership to an entity controlling, controlled by, or under the same common control as the Franchisee.

ARTICLE V. FINANCIAL AND INSURANCE REQUIREMENTS

SECTION 1. Liability Insurance

- A. **General Requirement.** The Franchisee must have adequate insurance during the entire term of the Franchise to protect against claims for injuries to persons or damages to property which in any way relate to, arise from, or are connected with this Franchise or involve the Franchisee, its agents, representatives, contractors, subcontractors and their employees.
- B. **Verification of Coverage.** If requested, the Franchisee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices. The Franchisee hereby warrants that its insurance policies satisfy the requirements of this Franchise.
- C. **Other Insurance.** The Franchisee shall also provide Workers Compensation Insurance as required by Washington law.
- D. **Insurance - No Limitation.** The Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by the Franchisee or to limit the liability of the Franchisee to the coverage provided in the insurance policies, or otherwise to limit the City's recourse to any other remedy available at law or in equity.

SECTION 2. Compensation

- A. **Utility Tax.** In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Telecommunications system within the Franchise area the Franchisee shall pay to City during the term of this Franchise an amount equal to six percent (6%) of the Franchisee's Gross Revenues ("Utility Tax"), subject to any statutory exemptions, including but not limited to, for resale. Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be

included in Gross Receipts at such time as they are actually collected. Revenue from point to point services is based on the pro-rata share of the revenue from those services.

- B. **Modification Resulting from Action by Law.** Upon thirty days' notice and in the event any law or valid rule or regulation applicable to this Franchise limits the Utility Tax below the amount provided herein, or as subsequently modified, the Franchisee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Franchisee shall pay the higher amount commencing from the date of such repeal or amendment, up to the maximum allowable by law.
- C. **Payment of Utility Tax.** Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.
- D. **The Utility Tax includes all compensation for the use of the City's Rights-of-Way.** Franchisee may offset against the Utility Tax the amount of any fee or charge paid to the City in connection with the Grantee's use of the Rights-of-Way when the fee or charge is not imposed under a generally applicable ordinance or resolution. The Utility Tax shall not be deemed to be in lieu of or a waiver of any ad valorem property tax or in lieu of or a waiver of any utility taxes which the City may now or hereafter be entitled to, or to participate in, or to levy upon the property of Franchisee.

SECTION 3. Indemnity

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the City, City Council, and any officers, employees and agents who have acted in their official capacities, boards and commissions, (collectively referred to as the "City" in this Section) and shall pay all damages and penalties which the City may be legally required to pay as a result of any act or omission by the Franchisee in the operation of the System throughout the term of this agreement. Such damages and penalties shall include, without limitation, damages arising out of copyright infringements, and the construction, erection, operation, maintenance and repair of the System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise. If legal action is filed against the City, to recover for any claim or damages as a result of any act or omission by the Franchisee in the operation of the System, the Franchisee, upon notice to it by the City, shall defend the City against the action. The Franchisee shall have the right to defend, settle or compromise any claims arising hereunder. In the event of a final judgment being obtained against the City as a result of any act or omission by the Franchisee in the operation of the System, the Franchisee shall pay the judgment and all costs and hold the City harmless therefrom. Nothing in this Franchise shall be interpreted to abridge or otherwise affect the City's right to intervene or participate in any suit, action or proceeding involving any provisions of this Franchise. The Franchisee shall pay all expenses incurred by the Franchisee and the City in defending with regard to all damages as set forth in this

Section. These expenses shall include, without limitation, all out-of-pocket expenses, reasonable attorneys' fees, witness and discovery costs and the reasonable value of any services rendered by the City Attorney and its office, and any other agents and employees of the City.

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

ARTICLE VI. ENFORCEMENT AND TERMINATION

SECTION 1. Forfeiture and Termination

- A. In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right (after notice and the opportunity to cure as provided by Subsection C, below) to forfeit and terminate the Franchise and all rights and privileges of the Franchisee hereunder in the event of a material breach of this Franchise's terms and conditions. A material breach by Franchisee shall include, but shall not be limited to the following:
 - 1. Violation of any material provision of the Franchise or any material rule, order, regulation or determination of the City Council made pursuant to the Franchise;
 - 2. Attempt to evade any material provision of the Franchise or practice any fraud or deceit upon the City;
 - 3. The Franchisee abandons the system or terminates the system's operations;
- B. The foregoing shall not constitute a breach if the violation occurs but it is without fault of the Franchisee. The Franchisee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.
- C. The City shall make a written demand that the Franchisee comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by the Franchisee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City Council may appoint a hearing examiner to take under consideration the issue of termination of the Franchise. The City shall cause to be served upon the Franchisee, at least twenty (20) days prior to the date of such hearing, a written notice of intent to request such termination and the time and place of the hearing. Public notice shall be given of the hearing and issue(s) which the City Council or hearing examiner is to consider.
- D. The City Council or hearing examiner, if appointed, shall hear and consider the issue(s) and hear any person interested therein, and determine in its discretion, whether or not any violation by the Franchisee has occurred. The Franchisee shall be entitled to participate

fully in the hearing process, including a presentation of evidence and questioning of witnesses, so that the record will include all information pertaining to the alleged violation.

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

SECTION 2. Foreclosure

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

SECTION 3. Receivership

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

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

SECTION 4. Bankruptcy

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

SECTION 5. Removal of System

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

ARTICLE VII. MISCELLANEOUS PROVISIONS

SECTION 1. Notices

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

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

or to another person as designated by the City.

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

ATTN: Legal Department, 135 Lake Street S, Suite 155, Kirkland, WA 98033,
legal@ziply.com

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

SECTION 2. Time Limits Strictly Construed

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

circumstances, promptly perform the affected obligations under this Franchise or procure a substitute which is satisfactory to the City.

SECTION 3. Cumulative Provision

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

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

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

SECTION 5. Confidentiality

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

SECTION 6. Captions

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

SECTION 7 Construction of Agreement

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

SECTION 8. No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward

third persons or the public in any manner which would indicate any such relationship with the other.

SECTION 9 Entire Agreement

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

SECTION 10 Actions of the City or the Franchisee

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

SECTION 11. Severability, Preemption, and Precedence

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

SECTION 12. Venue

Any action concerning a dispute arising under this Franchise shall be convened in The City of Union Gap, Washington, or in the appropriate United States District Court.

SECTION 13. Interpretation

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

SECTION 14. Attorneys' Fees.

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

SECTION 15. Effective Date

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

PASSED by the City Council of the City of Union Gap, Washington after the first reading on the _____ day of _____, 2023.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

THE GRANTEE, ZIPLY FIBER PACIFIC, LLC, A DELAWARE STATE COMPANY, HEREIN BEFORE REFERRED TO, FRANCHISEE, AND FOR ITS SUCCESSORS AND ASSIGNS, DOES ACCEPT ALL OF THE TERMS AND CONDITIONS OF THE FOREGOING FRANCHISE THIS _____ DAY OF _____, 2023.

By _____



City Council Communication

Meeting Date: February 27, 2023
From: Bronson Brown, City Attorney
Topic/Issue: Closed Record Hearing – Proposed Matson / Frank Rezone

SYNOPSIS: Hold a Closed Record Hearing, which was set at the February 13, 2023 meeting, for consideration of the Hearings Examiner's recommendation. A request made by David Matson and Norman Frank to rezone three parcels from Multi-Family Residential (R-3) to Wholesale/Warehouse (W/W). (Case 2022.0194.RZ0001)

RECOMMENDATION: Conduct a Closed Record Hearing.

LEGAL REVIEW: Reviewed by the City Attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: This Closed Record Hearing was set at the February 13, 2023 Council Meeting. Only parties of record may provide testimony. A party of record is the applicant or anyone who provided written or oral testimony at the December 6, 2022 public hearing.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Hearing Examiner's Recommendation; Proposed Matson / Frank Rezone
2. Closed Record Hearing Notice



CITY OF
UNION GAP
1883

CITY OF UNION GAP

NOTICE OF HEARING EXAMINER RECOMMENDATION

To: Participating Parties

From: Dennis Henne, Director
Public Works and Community Development

Subject: Notice of Written Recommendation: File Nos. 2022.0194.RZ0001
David & Debra Matson and Norman & Janet Frank /Property Owners
David & Debra Matson and Norman & Janet Frank/Applicants

Date: December 21, 2022

On Tuesday December 6, 2022 the Union Gap Hearing Examiner conducted a public hearing on the above matter. On December 20, 2022 the Hearing Examiner issued a written recommendation to approve the request subject to conditions.

The recommendation will be forwarded to City Council for final action. The Council will hold a closed record hearing on the matter.

If you have any questions or need to discuss this matter in more detail please call me at 575-3638.

**CITY OF UNION GAP
HEARING EXAMINER’S RECOMMENDATION**

December 20, 2022

In the Matter of a Request for a)	
Rezone Submitted by:)	
)	2022.0194.RZ0001
David & Debra Matson and)	
Norman & Janet Frank)	
)	
To Reclassify the Zoning of)	
Three Parcels Totaling 0.51)	
Acres from the Multi-Family)	
Residential Zone to the Wholesale/)	
Warehouse Zone on the South)	
Side of Valley Mall Blvd. between)	
South 4th and South 5th Streets)	

A. Introduction. The preliminary findings relative to the public hearing process for this application may be summarized as follows:

(1) The Hearing Examiner conducted an open record public hearing for this application on December 6, 2022.

(2) The City’s staff report prepared and presented by the City’s Planning Representative Byron Gumz, who is the YVCOG Regional Land Use Manager, recommended approval of this application. The City’s Director of Public Works & Community Development Dennis Henne and the City’s Building Official Jason Cavanaugh answered questions regarding the application.

(3) The only other person who testified at the hearing was Theresa Charvet who testified in opposition to the requested rezone for the reasons set forth in her written comment dated October 10, 2022, which includes several photographs.

(4) The five written comments submitted by residents of the area in opposition to the requested rezone were submitted by Theresa and Dan Charvet (including photographs), 2609 4th Street (*Document Index 47-54*); Bob Fickel, no address (*Document Index 55*); Norma Salinas Frasco (including photographs), 2604 4th Street (*Document Index 56-58*); Erik Hackler, 2606 4th Street (*Document Index 45*); and Maria and Max Villegas, 2610 4th Street (*Document Index 46*). A written comment was also submitted by Mr. Henne (*Document Index 59*).

(5) The Hearing Examiner has issued this recommendation to the Union Gap City Council within ten business days of the public hearing.

B. Summary of Recommendation. The Hearing Examiner recommends that the Union Gap City Council approve this request to rezone three parcels on the south side of West Valley Mall Boulevard between South 4th Street and South 5th Street from the Multi-Family Residential District (R-3) to the Wholesale/Warehouse District (W/W) subject to conditions.

C. Basis for Recommendation. Based upon a view of the site and surrounding area with no one else present on December 6, 2022; the staff report, exhibits, testimony and other evidence relative to the requested rezone presented at an open record public hearing on December 6, 2022; and a consideration of the Union Gap Comprehensive Plan and of the applicable criteria for rezones that are set forth in the Union Gap Development Code (UGDC); the Hearing Examiner issues the following:

FINDINGS

I. Property Owners/Applicants. The property owners are David & Debra Matson and Norman & Janet Frank, 2218 South Cornell Avenue, Union Gap,

Applicants David Matson and Frank Norman 2
Rezone from the R-3 to the W/W Zoning District
S. Side of Valley Mall Blvd. between 4th & 5th St.

Washington and 116 Davell Avenue, Yakima, Washington respectively. The applicants are David Matson and Norman Frank (*Document Index 13*).

II. Location and Size of the Area Involved in the Rezone Request. The three parcels involved in this rezone request which are each 0.17 of an acre in size for a total of 0.51 of an acre in size are located at 2602 South 4th Street (Parcel No. 191205-22445), 2603 South 5th Street (Parcel No. 191205-22453) and 2601 South 5th Street (Parcel No. 191205-22454) (*Document Index 6-13*).

III. Application. This application submitted on August 24, 2022, requests a rezone from the Multi-Family Residential District (R-3) to the Wholesale/Warehouse District (W/W) which would cause the zoning of the three parcels to become consistent with their Comprehensive Plan's Industrial designation. The current R-3 zoning of the parcels is not consistent with their Comprehensive Plan Industrial designation. The requested rezone would also be consistent with the W/W zoning classification and the Comprehensive Plan Industrial designation of the property to the west and northwest of these parcels. This recommendation to the Union Gap City Council which decides rezone requests is also consistent with the City Planning Representative's recommendation for approval of the requested rezone subject to conditions set forth in his staff report (*Document Index 6I-65*). The purpose of the requested rezone is to facilitate commercial uses on the three parcels such as the automobile maintenance and repair facility that was operated on one of the parcels before it was required to cease operation by the City's Building Official because that use is not permitted in the R-3 zone. The existing building proposed to be used for that purpose is located at 2602 South 4th Street.

IV. Notices. Notices of the open record public hearing of December 6, 2022, were provided in the following ways:

Mailing notice to property owners within 300 feet:	September 26, 2022
Posting hearing notice on the property:	September 26, 2022
Publishing hearing notice in the Yakima Herald-Republic:	September 28, 2022

(Document Index 41-43, 17-21 and 23-24 respectively).

V. Comprehensive Plan, Zoning and Land Uses. The Comprehensive Plan, Zoning and land use characteristics of the three parcels involved in this application and the nearby properties are as follows:

(1) The Union Gap Future Land Use Map (FLUM) designates the three parcels as Industrial. Nearby FLUM designations include Industrial, Commercial and Residential. The existing zoning is Multi-family Residential District (R-3), which is not consistent with the FLUM designation of Industrial. The existing Multi-Family Residential District (R-3) is intended to:

(a) Establish and preserve high-density residential districts by excluding activities not compatible with residential uses; and

(b) Locate high-density residential development, up to twenty (20) dwelling units per net residential acre, in areas receiving the full range of urban services; and

(c) Locate high-density residential development near neighborhood shopping facilities; and

(d) Locate high-density residential development so that traffic generated by the development does not pass through lower-density residential areas.

(e) The district contains a variety of attached or clustered multi-family dwellings. Paved roads, extending to the arterial, must serve the development. Direct access to arterial streets is to be allowed only when local access streets are not available. When unavoidable, access points to an arterial are to be limited, and when possible combined with adjacent properties. Densities exceeding twenty (20) units per net acre may be allowed on those occasions when the reviewing official finds that the

location site plan of the project is such that the higher density would be compatible with neighboring land uses, the level of public services, and is consistent with the goals and objectives in the Comprehensive Plan.

(2) Parcels 191205-22454 and 191205-22453 are developed with a single-family residence and a large, fenced yard that covers both properties. Parcel 191205-22445 is developed with a large shop that recently was being used for an automobile maintenance and repair business until the City's Building Official required that the unpermitted use be discontinued. Nearby properties have the following characteristics:

Location	FLUM Designation	Zoning	Land Use
North	Commercial and Industrial	Regional Commercial and Wholesale/Warehouse	UPS Facility and restaurant
South	Industrial and Residential	Multi-family and Single-family residential	Single-family residences
East	Commercial and Residential	Central Business District and Residential	Residential and Office
West	Industrial	Wholesale/Warehouse	Vacant

(Document Index 64).

VI. Jurisdiction. The Union Gap Municipal Code (UGMC) identifies a site-specific rezone as a Type IV review. Type IV review requires the Hearing Examiner to make a recommendation to the City Council after conducting an open record public hearing. The City Council makes the final decision regarding specific rezone requests after conducting a closed record hearing. UGMC §17.25.030 states that the Hearing Examiner and City Council shall document the considerations set forth in Section VIII of this recommendation.

VII. Summary of Written Comments. The City of Union Gap Planning Representative's summary of six written comments followed by his staff responses

in italics which are adopted as findings of the Hearing Examiner are as follows:

(1) Theresa and Dan Charvet are opposed to the rezone. The concerns they raise are increases in crime (including trespass and graffiti), increased traffic, outdoor storage of vehicles and car parts, and the shop being allowed on a parcel without a home in a residential area.

Staff Response: Increased crime due to businesses is not something that can be addressed through this process; please contact law enforcement to report any crimes. Increased traffic is required to be mitigated through traffic safety improvements at the intersection of 4th Street and Valley Mall Boulevard. This recommendation includes a condition that the applicant site screen the property with a view-obscuring fence to address visual impacts. The shop was allowed on a separate parcel initially and was allowed to be sold separate from the residence it was initially accessory to. The rezone will create a conforming structure on the parcel.

(2) Bob Fickel is opposed to the rezone. Concerns are raised over increases in noise and traffic as well as the appearance of the outdoor areas.

Staff Response: The automobile maintenance and repair shop is required to obtain approval from the City of Union Gap as well. That review and permitting will place hours of operation on the business. Increased traffic is required to be mitigated through traffic safety improvements at the intersection of 4th Street and Valley Mall Boulevard. This recommendation includes a condition that the applicant site screen the property with a view-obscuring fence to address visual impacts.

(3) Norma Salinas Frasco is opposed to the rezone. Her concerns are the late night work that is occurring at the current car repair business causing light and noise disturbance, and the outdoor storage of cars and car parts.

Staff Response: The automobile maintenance and repair shop is required to obtain approval from the City of Union Gap as well. That review and permitting will place hours of operation on the business. Exterior lighting will also be required to be installed and arranged in a way that prevents light trespass onto adjoining and nearby properties. This recommendation includes a condition that the applicant site screen the property with a view-obscuring fence to address visual impacts.

(4) Erik Hackler is opposed to the rezone. His concerns are the visual impacts of outdoor storage of cars and car parts, the impacts of the rezone to his property values, and traffic.

Staff Response: This recommendation includes a condition that the applicant site screen the property with a view-obscuring fence to address visual impacts. The mitigation in this recommendation and Class 1 review required for an automobile maintenance and repair shop are intended to minimize potential impacts to property values. Increased traffic is required to be mitigated through traffic safety improvements at the intersection of 4th Street and Valley Mall Boulevard.

(5) Maria and Max Villegas are in opposition to the rezone. Their concerns relate to increases in traffic, crime, potential hazardous materials or chemicals used on site, and outdoor storage of vehicles and vehicle parts.

Staff Response: Increased traffic is required to be mitigated through traffic safety improvements at the intersection of 4th Street and Valley Mall Boulevard. Increased crime due to businesses is not something that can be addressed through this process; please contact law enforcement to report any crimes. The Union Gap Municipal Code does not address hazardous materials or chemicals that may potentially be used on site. There are other agencies that regulate the use and disposal of those materials, and the operator of the business will be required to obtain all necessary permits and approvals for an automobile maintenance and repair shop. This recommendation includes a condition that the applicant site screen the property with a view-obscuring fence to address visual impacts.

(6) City Of Union Gap Public Works provided comments relating to the need to improve traffic control at the intersection of West Valley Mall Boulevard and South 4th Street. The restriping of the right-in-right-out intersection of West Valley Mall Boulevard and South 4th Street, the installation of uniform signage, and the installation of flexible delineators are required to offset traffic impacts resulting from the proposed rezone.

Staff Response: This recommendation includes a condition to restripe the right-in-right-out intersection of West Valley Mall Boulevard and South 4th Street, install uniform signage, and install flexible delineators.

VIII. Rezone Criteria. Subsection 17.25.030(C) of the Union Gap Development Code provides that the following eight criteria shall be documented in considering rezones:

(1) **The testimony at the public hearing:** The City of Union Gap's Planning Representative recommended approval of the requested rezone subject to conditions. The Director of Public Works & Community Development and the Building Official answered questions regarding the application during the hearing. Nearby resident Theresa Charvet testified at length during the hearing. She emphasized the objections to the requested rezone that are set forth in her letter and stated that she also speaks for other residents of the area who were unable to attend the hearing. The Hearing Examiner is sensitive to the written comments and testimony of nearby residents and recommends the measures recommended by the City's Planning Representative to mitigate the crime, traffic and visual objections to the types of uses that could be established in the W/W zoning district. But the decision allowing W/W uses to be established on these parcels was as a practical matter made at some unknown time in the past when the Industrial designation of the Comprehensive Plan was adopted for the parcels. Multi-Family Residential District uses on the three parcels could possibly cause comparable crime, traffic and visual objections, and they would be inconsistent with the Comprehensive Plan's Industrial designation for the parcels. Zoning is required to be consistent with the Comprehensive Plan designation for the parcels by City Code provisions such as UGMC §17.01.030(A) and §18.50.010(A), as well as State law such as RCW 36.70A.040. Also, in view of the recommended measures to mitigate concerns about the requested rezone and the fact that as a practical matter the small size of the three lots will limit any future commercial uses to small-scale uses, the weight of the testimony supports the approval of the requested rezone.

(2) **The suitability of the property in question for the uses permitted under the proposed zoning:** The property in question is suitable for W/W uses that do not require a large land area for their operation. The parcels are flat. They are served by water service, sewer service and other utilities. They are adjacent to a major arterial, Valley Mall Boulevard, that would serve as the access to and from the parcels without the need for residential streets to the south to be used for access to and from the parcels. The uses allowed in the W/W zoning district would be the same uses allowed on other W/W property to the west and northwest of the parcels, and would include some commercial uses of the type established to the

north and east of the parcels. During the public hearing, the City's Planning Representative presented an Exhibit which compares the uses allowed in the R-3 zoning district to the uses allowed in the W/W zoning district (*Document Index 69*). The three parcels would be suitable for the Class (2) and Class (3) uses in the W/W zoning district because they all would be subject to administrative or public hearing review where conditions could be imposed to ensure their compatibility or for other purposes. Even though the W/W zoning district allows many more Class (1) permitted commercial uses than are allowed in the R-3 zoning district, the small size of these three parcels as a practical matter limits the type and scale of commercial uses that can be conducted on the parcels.

(3) The recommendation from interested agencies and departments: No interested agencies or departments recommended denial of the requested rezone.

(4) The extent to which the proposed amendment is in compliance with and/or deviates from the goals and policies as adopted in the Union Gap Comprehensive Plan and the intent of this title: The existing Multi-Family Residential District zoning deviates from the goals and policies of the existing Industrial Comprehensive Plan designation. If the requested rezone to Wholesale/Warehouse zoning is adopted, the zoning of the three parcels will then be in compliance with the goals and policies adopted for the Industrial designation in the Union Gap Comprehensive Plan. The main reason for recommending the requested rezone be approved is the need to bring the zoning of the three parcels into compliance with their Comprehensive Plan designation. That is the intent of Title 17 zoning regulations as is specifically expressed by UGDC §17.01.030(A), as well as by State law such as RCW 36.70A.040.

(5) Consistency of the proposed zoning with the future land use map of the Union Gap Comprehensive Plan: If the City Council approves the requested rezone to the Wholesale/Warehouse District, the zoning would then be consistent with the Comprehensive Plan Future Land Use Map designation of Industrial. If the requested rezone is not approved, the existing Multi-Family Residential District zoning of the three parcels will continue to be inconsistent with their Comprehensive Plan Future Land Use Map Industrial designation.

(6) The adequacy of public facilities, such as roads, sewer, water and other required public services and whether appropriate measures have been made to maintain the required level of service adopted by the Union Gap

Comprehensive Plan: The parcels have primary access to and from Valley Mall Boulevard, a major arterial. Measures are not required to maintain the level of service adopted by the Comprehensive Plan. Recommended conditions to address traffic concerns include repainting the traffic island at South 4th Street, installing uniform signage at that intersection and installing flexible delineators there to more effectively ensure the right-in-right-out limitation at that intersection. These three parcels are also served by water, sewer and other required public services.

(7) The compatibility of the proposed zone change and associated uses with neighboring land uses: As with any parcels that are next to a different zoning district, the uses allowed on those parcels will be different than the uses allowed on neighboring properties which often causes concerns for the residents of neighboring properties. Here the concerns of residents of neighboring residential uses to the south of the parcels are being addressed by recommended traffic improvements to reduce illegal left turns from South 4th Street onto Valley Mall Boulevard and by recommended view-obscuring fencing to address visual concerns of adjacent residential uses. Concerns of residents about potential differences in the types of uses that could result from the requested rezone cannot be avoided if the zoning of the parcels is to become consistent with their Comprehensive Plan Future Land Use Map designation of Industrial.

(8) The public need for the proposed change: The City's Development Code and Comprehensive Plan express a public need to have the zoning of parcels to be consistent with their Comprehensive Plan Future Land Use Map designation. Specifically in regard to this application, the purpose of the requested rezone is to allow for a vehicle maintenance and repair shop in an existing structure on one of the parcels adjacent to Valley Mall Boulevard due to the inability to find another suitable location. The desire to conduct this business on this property because of the inability to locate another suitable location is evidence of a public need for zoning that would allow this type of small-scale private business to be established.

CONCLUSIONS

Based upon the foregoing findings, the Hearing Examiner reaches the following conclusions:

(1) The Hearing Examiner has jurisdiction to recommend approval of a rezone by the Union Gap City Council.

(2) Notices were given for the open record public hearing of December 6, 2022, in accordance with applicable ordinance requirements.

(3) The requested rezone to Wholesale/Warehouse would cause the zoning of the three parcels involved in this application to become consistent with their Comprehensive Plan Future Land Use Map designation of Industrial.

(4) If the recommended conditions are imposed, the requested rezone would satisfy all of the requisite criteria for approval set forth in Subsection 17.25.030(C) of the Union Gap Development Code.

RECOMMENDATION

Based upon the foregoing findings and conclusions, the Hearing Examiner recommends that the Union Gap City Council approve the requested rezone of Parcel Nos. 191205-22445, 191205-22453 and 191205-22454 totaling about 0.51 of an acre from the current Multi-Family Residential District (R-3) to the Wholesale/Warehouse District (W/W) subject to the following conditions:


(1) The painted traffic island at the intersection of West Valley Mall Boulevard and South 4th Street shall be repainted.

(2) Uniform signage for traffic control shall be installed for the intersection of West Valley Mall Boulevard and South 4th Street.

(3) Flexible delineators shall be installed for the traffic island at the intersection of West Valley Mall Boulevard and South 4th Street.

(4) Property boundaries adjacent to residential zoning districts shall have a view-obscuring fence installed that is approved in advance by the City.

DATED this 20th day of December, 2022.



Gary M. Cuillier, Hearing Examiner

17.04.030 Table of permitted land uses.

Table 17.04.030 titled "Permitted Land Uses" is incorporated as part of this section. Each permitted land use listed in Table 17.04.030 is designated a Class (1), (2), or (3) use for a particular zoning district. In addition, some Class (1) uses may require a Class (2) review in accordance with Section 17.04.020(A). All permitted land uses and associated site improvements are subject to the design standards and review procedures of this title.

TABLE 17.04.030
PERMITTED LAND USES

1. Class 1 review	Multi-Family	Wholesale/Warehouse
2. Class 2 review		
3. Class 3 review		
Blank Not permitted		
	R-3	W/W
Agricultural, horticulture, general farming (not feedlots and stockyards)		1
Agricultural building		1
Agricultural chemical sales/storage		3
Agricultural market		2
Agricultural stand		2
Agricultural related industries		1
Animal husbandry		1
Concentrated feeding operation		3
Floricultural, aquaculture, within structures up to 400 sq. ft.	1	1
within structures larger than 400 sq. ft.		1
Fruit bin sales/storage		2
Amusement park (permanent)		3
Bowling alleys		3
Campground		3
Drive in theaters		3
Fairgrounds		3
Game and electronic game rooms		1
Golf courses, clubhouses, golf driving ranges		3
Gymnasiums, exercise facilities		1

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Created: 2022-10-21 08:13:22 (EST)

Horse racing tracks, speedways		
Miniature golf courses		
Movie theaters, auditoriums, exhibition halls		2
Parks	1	1
Roller, ice skating rink		
Social gambling establishments		3
Adult family home	1	
Churches, synagogues, temples	1	2
Community center, meeting hall, fraternal organizations	3	2
Convalescent or nursing home	3	
Cemeteries, mausoleums and columbariums		3
Day care homes, family	2	3
Day care center	2	3
Fire stations, police stations and ambulance service	3	1
Funeral home		
Group home	2	
Halfway house	3	
Hospitals		3
Correction facilities		3
Junior or community colleges		2
Libraries	2	1
Museums, art galleries		1
Schools, elementary and middle	3	
Senior high	3	
Business school		2
Vocational school		2

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Storage of gravel and equipment for street construction		1
Wastewater treatment, sprayfields		3
Zoo		3
Aircraft parts		1
Apparel and accessories		1
Bakery products (wholesale)		1
Beverage industry		1
Canning, preserving and packaging fruits, vegetables and other foods		2
Cement and concrete plants		3
Chemicals (industrial, agricultural, wood)		2
Confectionery and related products (wholesale)		1
Cutlery, hand tools and general hardware		1
Product assembly		1
Drugs		1
Electrical transmission and distribution equipment		1
Electronic components and accessories		1
Product assembly		1
Fabricated structural metal products		1
Food processing		1
Furniture and custom cabinet shop		1
Product assembly		1
Glass, pottery and related products		1
Product assembly		1
Grain mill products		1

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Created: 2022-10-21 08:13:22 [EST]

Heating apparatus wood stoves	1
Leather products	3
Leather tanning	3
Machinery and equipment	1
Marijuana processing business	1
Marijuana production business	1
Medical, optical, dental and scientific instruments	1
Product assembly	1
Meat, poultry and dairy products	1
Metal cans	1
Paints, varnishes, lacquers, enamels and allied products	2
Paperboard containers and boxes	1
Plastic products	1
Product assembly	1
Injection and extrusion molding	1
Printing, publishing and binding	1
Printing trade (service industries)	1
Rendering plants, slaughter houses	3
Rubber products	2
Sawmills and planing mills	3
Sheet metal and welding shops	1
Sign manufacturing	1
Stone products (includes finishing of monuments for retail sale)	1
Transportation equipment, including trailers and campers	1
Woodworking and wood products: cabinets, shelves, etc.	1

Asphalt paving and roofing materials, rock crushing		3
Mining including sand and gravel pits		3
Any grading, leveling, excavation or stockpiling of earthen materials not associated with an approved Class (2) or Class (3) use		2
Off-site hazardous waste treatment and storage facilities		3
Detached single family dwelling	2	
Detached zero lot line single family dwelling	2	
Attached single family dwelling	1	
Two-family dwelling	1	
Multi-family dwelling: 0-5.5 DU/NRA	1	
5.6-7 DU/NRA	1	
7.1-12 DU/NRA	2	
12.1-20 DU/NRA	3	
Manufactured home parks	3	
Manufactured homes		
Class A	1	
Class B	2	
Class C	3	
Boarding house	2	
Nursing home	2	
Assisted care housing	2	
Temporary hardship units	3	
Second floor dwelling units		
Addressing, mail, and stenographic services		1
Advertising agencies		1

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Animal clinic/hospital		2
Antique store		2
Artist's supplies		2
Auction house		1
Automobile sales		1
Automobile, carwash		1
maintenance and repair shops		1
paint and body shops		1
parts and accessories (tires, batteries, etc.)		1
specialized repair shops (radiator, engine, etc.)		1
towing service		1
wrecking and dismantling yard		3
Bakery		1
Beauty and barber shops		1
Bed and breakfast inn	2	
Boats and marine accessories		1
Books, stationery, office supplies		1
Building and trade contractor (plumbing, heating, electrical etc.)		1
Butcher shop		1
Camera store		1
Candy store		1
Clothing and accessories		1
Coin and stamp shop		1
Commercial services		1
Communication towers	3	3
Computer and electronics stores		1
Delicatessen		1

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Department, discount, variety stores	1
Drug stores (optical goods, orthopedic supplies)	1
Employment agency	1
Fabric store	1
Farm and implements, tools and heavy construction equipment	1
Farm supplies	1
Financial institutions	1
Florist	1
Food store, specialty	1
Fuel, oil and coal distributors	1
Furniture, home furnishing, appliances	1
General hardware, garden equipment and supplies	1
Gift shop	1
Grocery/convenience store closed 10:00 p.m. to 6:00 a.m.	1
open 10:00 p.m. to 6:00 a.m. (24 hr.)	1
Heating and plumbing equipment stores retail	1
Heating and plumbing equipment stores wholesale only	1
Heavy equipment storage, maintenance and repair	1
Insurance agents, brokers and service agencies	1
Jewelry, watches, silverware sales and repair	1

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Created: 2022-10-21 08:13:22 [EST]

Repairs: Small appliances, TV, electronics, business machines, watches, etc.	1
Locksmith and gunsmith	1
Re-upholstery and furniture	1
Small engine and garden equipment	1
Restaurants, cafes and drive-in eating facilities	1
Second hand store	1
Shoe repair and shoe shine shop	1
Shooting ranges (indoor)	3
Small tools, lawn/garden equipment	2
Sporting goods, bicycle shops	2
Taverns and bars, dine, drink and dance establishments	2
Technical equipment sales	1
Toy and hobby store	1
Truck service sales and shops	1
Video sales/rental	1
Waste material processing and junk handling	3
Electric vehicle battery charging station	1
Bus terminals, storage and maintenance facilities	1
Transportation brokerage offices, without truck parking	1
with truck parking	1
Contract truck hauling, rental of trucks with drivers	1

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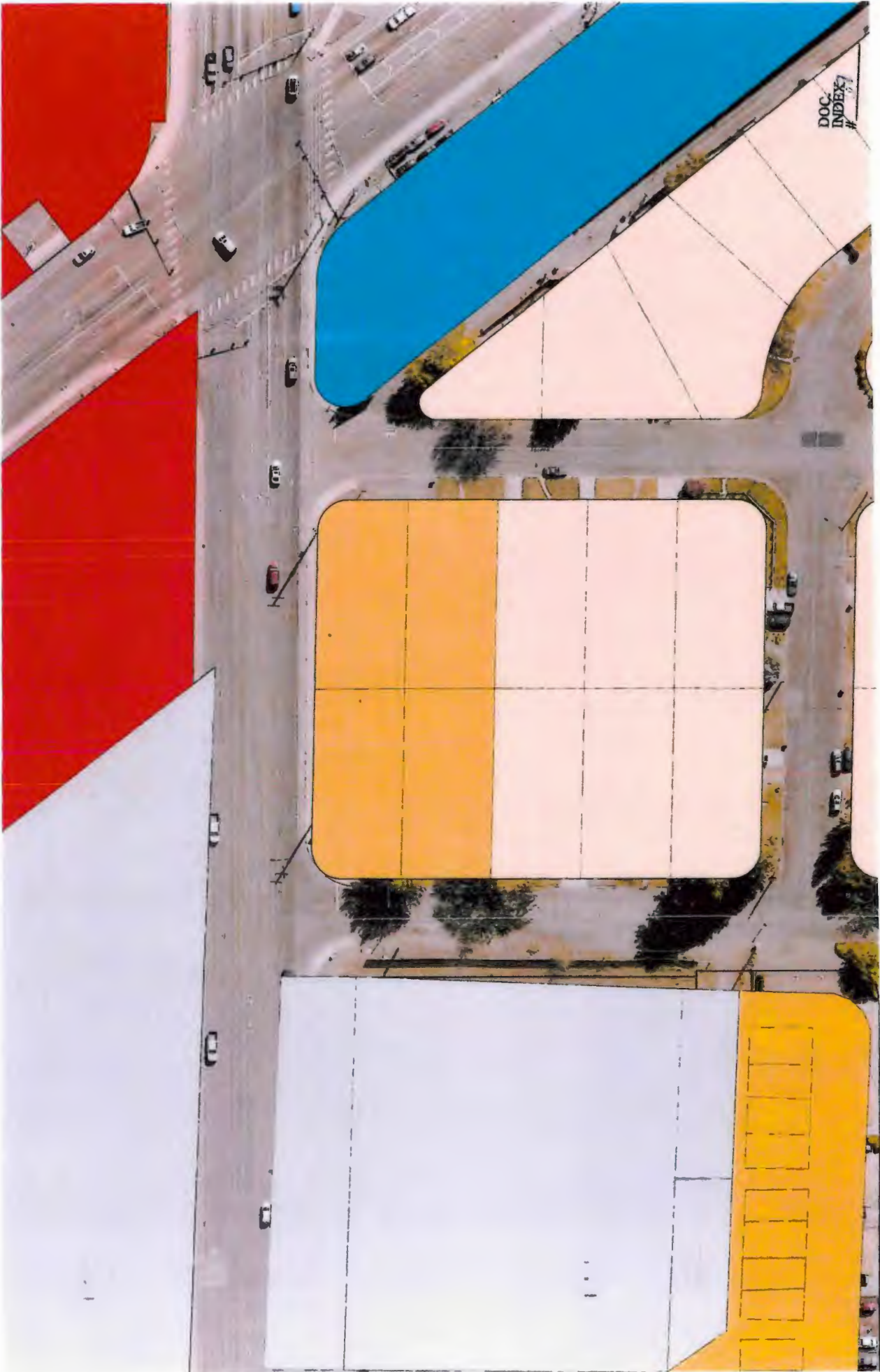
Air, rail, truck terminals (for short term start, office, etc.)		1
Railroad switch yards, maintenance and dispatching centers, etc.		3
Airport landing field		3
Power generating facilities		3
Utility services (substations, etc.)	3	1
Warehouses		1
Wholesale trade		1
Storage facilities, bulk		1
Commercial		1
Residential ministorage	3	1

(Ord. 2568 § 2 (part), 2008; Ord. 2407 (part), 2004; Ord. 2274 § 1 (part), 2000)

(Ord. No. 2675, § 6, 5-24-10; Ord. No. 2801, 11-26-12; Ord. No. 2861, § 2(Att.), 5-27-14; Ord. No. 2879, § 2(Att.), 9-14-15)

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HEARING EXAMINER EXHIBIT LIST
PUBLIC HEARING
December 6, 2022
10:00 A.M.

APPLICANT: Matson, David & Debra; Frank, Norman

PROPERTY OWNER: Matson, David & Debra; Frank, Norman & Janet

PARCEL NUMBER: 191205-22445, 191205-22453, 191205-22454

FILE NUMBER: 2022.0194.RZ0001

STAFF CONTACT: Byron Gumz, Yakima Valley Conference of Government
Regional Land Use Manager - Planning Representative
for City of Union Gap

EXHIBIT #	DOCUMENT	PAGE #
1	Permit, Invoice & Receipt	5
2	Notice of Application & Public Hearing, Land Use Application & Maps	16
3	Affidavits of Postings and Mailings to Surrounding Property Owners Including Mailing List, Emails	44
4	Comments Received	60
5	Staff Report	66

Exhibit 5

Hearing Date: December 6, 2022

Applicant: Matson, David & Debra; Frank, Norman

Property Owners: Matson, David & Debra; Frank, Norman & Janet

File Number: 2022.0194.RZ0001

Staff Contact: Byron Gumz, Yakima Valley Conference of Government Regional Land Use Manager -
Planning Representative for City of Union Gap

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CITY OF UNION GAP

STAFF RECOMMENDATION FOR THE MATSON/FRANK REZONE

City of Union Gap
102 West Ahtanum Road · Union Gap, Washington 98903
Phone: (509) 575-3638

PERMIT INFORMATION:

<u>Project Name:</u>	Matson/Frank Rezone
<u>Zoning Designation:</u>	R-3 Multi-family Residential District
<u>Future Land Use Designation:</u>	Industrial
<u>Subject Parcel Number(s):</u>	191205-22445, 191205-22454, and 191205-22453
<u>Property Location:</u>	2601 S. 5 th Street, 2603 S. 5 th Street, and 2602 S. 4 th Street. Along the south side of West Valley Mall Boulevard between South 4 th Street and South 5 th Street.

<u>Property Owners:</u> David and Debra Matson	<u>Mailing Address:</u> David and Debra Matson 2218 Cornell Ave. Union Gap, WA 98903
Norman and Janet Frank	Norman and Janet Frank 116 Davell Lane Yakima, WA 98901

<u>Recommendation:</u>	Approved with Conditions
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FINDINGS AND ANALYSIS:

Based upon information supplied by the applicant, comments from public agencies and a review of the Union Gap Municipal Code and the Union Gap Comprehensive Plan, the Administrative Official enters the following:

1. Project Description:

David Matson and Norman Frank are requesting that parcels 191205-22445, 191205-22454, and 191205-22453 be rezoned from R-3 Multi-Family to Wholesale/Warehouse to facilitate commercial uses on the properties. The City of Union Gap's Comprehensive Plan has designated the parcels Industrial.

2. Zoning/Land Use:

The Union Gap Future Land Use Map (FLUM) classifies the subject properties as Industrial. Nearby FLUM designations include Commercial and Residential. The existing zoning is R-3 Multi-family Residential, which is not consistent with the FLUM designation of Industrial. The Multi-Family Residential District is intended to:

- 1) Establish and preserve high-density residential districts by excluding activities not compatible with residential uses; and

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- 2) Locate high-density residential development, up to twenty (20) dwelling units per net residential acre, in areas receiving the full range of urban services; and
- 3) Locate high-density residential development near neighborhood shopping facilities; and
- 4) Locate high-density residential development so that traffic generated by the development does not pass through lower-density residential areas.

The district contains a variety of attached or clustered multi-family dwellings. Paved roads, extending to the arterial, must serve the development. Direct access to arterial streets is to be allowed only when local access streets are not available. When unavoidable, access points to an arterial are to be limited, and when possible combined with adjacent properties. Densities exceeding twenty (20) units per net acre may be allowed on those occasions when the reviewing official finds that the location site plan of the project is such that the higher density would be compatible with neighboring land uses, the level of public services, and is consistent with the goals and objectives in the Union Gap comprehensive plan.

Parcels 191205-22454 and 191205-22453 are developed with a single-family residence and a large, fenced yard that covers both properties. Parcel 191205-22445 is developed with a large shop that currently has an unpermitted automobile maintenance and repair business operating out of it.

Location	FLUM Designation	Zoning	Land Use
North	Commercial and Industrial	Regional Commercial and Wholesale/Warehouse	UPS Facility and restaurant
South	Industrial and Residential	Multi-family and Single-family residential	Single-family residences
East	Commercial and Residential	Central Business District and Residential	Residential and Office
West	Industrial	Wholesale/Warehouse	Vacant

3. Jurisdiction and Process

The Union Gap Municipal Code (UGMC) identifies a site-specific rezone as a Type IV review, requiring an Open Record Public Hearing in front of the Hearings Examiner and a Closed Record Hearing before the City Council. UGMC 17.25.030 identifies the process required for a rezone. It states that Hearings Examiner and City Council shall document the considerations identified in Section 5 below.

4. Processing Timeframe

The application has been processed as follows:

- Application Submitted: August 24, 2022
- Notice of Application: September 26, 2022
- Hearing Examiner Open Record Hearing: December 6, 2022
- City Council Closed Record Hearing: To be scheduled

Five comments were received from Adjoining Property Owners and one comment was provided by the City Engineer.

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- 1) Theresa and Dan Charvet are opposed to the rezone. The concerns they raise are increases in crime (including trespass and graffiti), increased traffic, outdoor storage of vehicles and car parts, and the shop being allowed on a parcel without a home in a residential area.

Staff Response: Increased crime due to businesses is not something that can be addressed through this process; please contact law enforcement to report any crimes. Increased traffic is required to be mitigated through traffic safety improvements at the intersection of 4th Street and Valley Mall Boulevard. This recommendation includes a condition that the applicant site screen the property with a view-obscuring fence to address visual impacts. The shop was allowed on a separate parcel initially and was allowed to be sold separate from the residence it was initially accessory to. The rezone will create a conforming structure on the parcel.

- 2) Bob Fickel is opposed to the rezone. Concerns are raised over increases in noise and traffic as well as the appearance of the outdoor areas.

Staff Response: The automobile maintenance and repair shop is required to obtain approval from the City of Union Gap as well. That review and permitting will place hours of operation on the business. Increased traffic is required to be mitigated through traffic safety improvements at the intersection of 4th Street and Valley Mall Boulevard. This recommendation includes a condition that the applicant site screen the property with a view-obscuring fence to address visual impacts.

- 3) Norma Salinas Frasco is opposed to the rezone. Their concerns are the late night work that is occurring at the current car repair business causing light and noise disturbance, and the outdoor storage of cars and car parts.

Staff Response: The automobile maintenance and repair shop is required to obtain approval from the City of Union Gap as well. That review and permitting will place hours of operation on the business. Exterior lighting will also be required to be installed and arranged in a way that prevents light trespass onto adjoining and nearby properties. This recommendation includes a condition that the applicant site screen the property with a view-obscuring fence to address visual impacts.

- 4) Erik Hackler is opposed to the rezone. His concerns are the visual impacts of outdoor storage of cars and car parts, the impacts of the rezone to his property values, and traffic.

Staff Response: This recommendation includes a condition that the applicant site screen the property with a view-obscuring fence to address visual impacts. The mitigation in this recommendation and Class 1 review required for an automobile maintenance and repair shop are intended to minimize potential impacts to property values. Increased traffic is required to be mitigated through traffic safety improvements at the intersection of 4th Street and Valley Mall Boulevard.

- 5) Maria and Max Villegas are in opposition to the rezone. Their concerns relate to increases in traffic, crime, potential hazardous materials or chemicals used on site, and outdoor storage of vehicles and vehicle parts.

Staff Response: Increased traffic is required to be mitigated through traffic safety improvements at the intersection of 4th Street and Valley Mall Boulevard.

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crime due to businesses is not something that can be addressed through this process; please contact law enforcement to report any crimes. The Union Gap Municipal Code does not address hazardous materials or chemicals that may potentially be used on site. There are other agencies that regulate the use and disposal of those materials, and the operator of the business will be required to obtain all necessary permits and approvals for an automobile maintenance and repair shop. This recommendation includes a condition that the applicant site screen the property with a view-obscuring fence to address visual impacts.

- 6) City Of Union Gap Public Works provided comments relating to the need to improve traffic control at the intersection of West Valley Mall Boulevard and South 4th Street. The restriping of the right-in-right-out intersection of West Valley Mall Boulevard and South 4th Street, the installation of uniform signage, and the installation of flexible delineators are required to offset traffic impacts resulting from the proposed rezone.

Staff Response: This recommendation includes a condition to restripe the right-in-right-out intersection of West Valley Mall Boulevard and South 4th Street, install uniform signage, and install flexible delineators.

5. Rezone Criteria:

In considering the proposed rezone, the hearing examiner and city council shall document the following considerations:

- 1) The testimony at the public hearing;

Staff Finding: This is to be evaluated at the respective hearings for the Hearing Examiner and City Council, with a recommendation made by the Hearing Examiner and a final decision made by the City Council.

- 2) The suitability of the property in question for uses permitted under the proposed zoning;

Staff Finding: The proposed zoning of Wholesale/Warehouse allows for a broad range of uses. The indicated use is motor vehicle maintenance and repair, which can be accomplished on a smaller scale than other more industrial uses allowed in the Wholesale/Warehouse District. There are also retail trade and service uses that would be allowed on the properties following the rezone. However, the size of the parcels limits the potential uses.

- 3) The recommendation from interested agencies and departments;

Staff Finding: The City of Union Gap Public Works Department was the only agency or department to comment on the proposal. Their comments identified mitigation for potential traffic impacts from the rezone.

- 4) The extent to which the proposed amendments are in compliance with and/or deviate from the goals and policies as adopted in the Union Gap comprehensive plan and the intent of this title;

Staff Finding: The proposed zoning brings the properties into compliance with the Future Land Use Map (FLUM) designation of the site and the goals and policies for industrial areas.

- 5) Consistency of the proposed zoning with the future land use map of the Union Gap comprehensive plan;

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Staff Finding: The current zoning is not consistent with the FLUM; the proposed change creates consistency.

- 6) The adequacy of public facilities, such as roads, sewer, water and other required public services and whether appropriate measures have been made to maintain the required level of service adopted by the Union Gap comprehensive plan;

Staff Finding: The public services available to the properties are adequate to serve existing and future development of the site.

- 7) The compatibility of the proposed zone change and associated uses with neighboring land uses; and

Staff Finding: The properties are adjacent to a residential area that creates conflict. Several neighbors provided comments during the noticing period in opposition to the proposal. Many of the concerns related to traffic, noise, and visual impacts. The concerns are able to be mitigated through conditions of approval of the rezone as well as subsequent permitting for future proposals.

- 8) The public need for the proposed change.

Staff Finding: The purpose of the requested zoning amendment is to allow for a vehicle maintenance and repair shop that wasn't able to find another suitable location. It can be inferred that there is a public need for properties of this scale and location to allow for small-scale private business to become established.

CONCLUSIONS:

1. The public notice requirements of the Union Gap Municipal Code have been satisfied.
2. The City of Union Gap has sufficient water, sewer, and street capacity.
3. Surrounding land uses are compatible with the proposed rezone to Wholesale/Warehouse when mitigation is completed.
4. The proposal is consistent with the goals and policies of GMA, the Union Gap Comprehensive Plan, and the provisions of the Union Gap Municipal Code.
5. The public use and interest will be served.

RECCOMENDATION:

The Yakima Valley Conference of Governments, acting as staff for the City of Union Gap, recommends that the Hearing Examiner recommend **approval** of the proposed rezone from Multi-family Residential to Wholesale/Warehouse applications to City Council, subject to the following conditions of approval:

1. The painted traffic island at the intersection of West Valley Mall Boulevard and South 4th Street shall be repainted.
2. Uniform signage for traffic control shall be installed for the intersection of West Valley Mall Boulevard and South 4th Street.
3. Flexible delineators shall be installed for the traffic island at the intersection of West Valley Mall Boulevard and South 4th Street.
4. Property boundaries adjacent to residential zoning districts shall have an acceptable view-obscuring fence installed.

Exhibit 4

Hearing Date: December 6, 2022

Applicant: Matson, David & Debra; Frank, Norman

Property Owners: Matson, David & Debra; Frank, Norman & Janet

File Number: 2022.0194.RZ0001

Staff Contact: Byron Gumz, Yakima Valley Conference of Government Regional Land Use Manager - byron.gumz@yvcog.org

Planning Representative for City of Union Gap

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Valle, Jenny

From: Henne, Dennis
Sent: Tuesday, October 11, 2022 1:32 PM
To: Valle, Jenny
Cc: Dominguez, David
Subject: 2022.0194.RZ0001 - Matson/Frank Rezone

Public Works comments regarding 2022.0194.RZ0001 - Matson/Frank Rezone,
The proposed rezone and future change of land use from full time residential garage to an automotive service business will create new, not existing before trips that are likely to cause the existing painted island to become ineffective in eliminating left turns. Right-in right-out channelization has been used to improve operations and safety by placing islands or devices that force drivers to enter or exit a location with a right turn movement, eliminating left turns. The intersection of Valley Mall Boulevard and 4th street location has an existing painted island and is found effective in the course of residential trips and restricting left turns. To mitigate the impacts of the proposed change of use scenario at this location the Public Works Department recommends the restriping of the existing channelization and placement of uniform signage along with flexible delineators. Such islands impose an inconvenience on drivers, and some drivers violate the traffic laws by making a left turn where it is prohibited by a channelizing island however; a proper traffic control device will mitigate violating drivers at this site.

No comments regarding the 5th street proposed rezone,

Thank You



Dennis Henne
Director of Public Works & Community Development
City of Union Gap
509) 249-9216
dennis.henne@cityofuniongap.gov

P.O. BOX 3008 102 WEST AHTAUM UNION GAP, WA 98903-0008

Numero de caso 2022-0-74-870002

No quiero que lo agan comercial porque van a estar allí tarde mucho ruido sale uno de trabajar y nosotros queremos descansar por que a dia siguiente nos levantamos temprano para ir a trabajar otra vez y van a estar allí los fines de semana tarde como 9 o 10pm y queremos descansar temprano y tambien se mira muy feo y se mira como un yonbe de carros y se van hacer animales como ratas etc... y todo esos animales se pasan para la casa. Si supiera que esto iba a pasar no hubiera comprado la casa porque nosotros agarramos la casa porque es una area tranquila y siempre enes vivido en esta area

Norma Salinas Frasco

2604 4th st

Union Gap wa 98903

Norma Salinas Frasco

(509) 307-4789

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Dear city of Union Gap,

I do not want any businesses to go in as proposed by rezoning the properties on 4th and 5 th street Period. We don't want our property values to go down.

We do not want any kind of business at all. The noise and traffic will increase. Please listen to you citizens!

We do not want our area here to look junky, but rather well kept.

I am now disabled but still hire professionals to keep my home and yard looking well kept. Please don't let any businesses come in and de- value our homes. Mr home is all I have !

Thank you,



Bob Fickel

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October 10, 2022

Theresa & Dan Charvet
2609 4th Street
Union Gap, Wa. 97903

Dear Dennis Henne,

I am very opposed to the rezoning of the properties on 4th & 5th street, reference file number 2022.0194.RZ001.

In the last two years I have had to call the police numerous times because of unwanted people going into my neighbors yards, taking things & trying to break into several houses in the neighborhood. Also we continue to see graffiti on our fences & garages. We feel that having a business come in a block away will bring more people into our neighborhood. We have always enjoyed living in a nice quiet area. Who doesn't want that!

Let's talk about traffic. Traffic on Valley Mall Blvd. has definitely increased since that area was extended to go to 16th Ave.

Instead of emergency vehicles such as Police, Fire & Ambulance using Ahtanum Rd, they now use Valley Mall Blvd as their preferred route. It has increased traffic greatly and the noise level has risen, but it makes sense and gives our emergency responders a quicker response time to help save lives. It's so important to support our brave, hard working first responders.

Having other businesses on 4th & 5th Street come in puts a big strain on our already busy streets. Cars & Trucks using Valley Mall Blvd are already illegally turning onto 4th Street, crossing double lines to do so and fail to stop at 4th & Market. Those that legally turn on 5th street most often turn left on Market to get to Main Street. We have many children & grandchildren that have had several close calls of being hit. Law enforcement tries to patrol when called but I was told we usually have 2 officers on duty unless that has changed. Trucks go through here on 4th & 5th like it was a freeway & many times get stuck not being able to get out onto Valley Mall and then have to back down the street a block to turn around. In short we have too much traffic already.

In the last month I have noticed that the property on 4th & Valley Mall Blvd has a lot of cars there. I understand that Mr. Matson bought the land with the big garage. It is starting to look untidy & more like a junkyard. We shutter to think that it will soon look like Mr. Matson's own residence which is about a mile or so away. It is a real eye sore. We do not want our neighborhood to look like that for several reasons. First, it makes our neighborhood go down in value. We worked hard to purchase a nice place to live & pay it off. We take pride in keeping our home & yards looking nice and our neighbors do the same. Most of us are seniors with a few new young families who want to keep our neighborhood beautiful & quiet and most of all safe. By the way, vehicles coming off the freeway & go down our Beautiful City on Valley Mall Blvd will see this property. What do you want them to see? A junkyard or beautiful homes? We need more homes here for more families to come.

Lastly, I would like to vocalize my dissatisfaction in the city council in approving the separation of the garage from the house at 2602 4th Street which has brought this rezoning in the first place. That should never have been allowed! It makes me wonder who was on council at that time? It is most irregular to separate a home from a garage. I talked to other employees in public works & council members and their reply was " How did that ever pass a vote by council & be allowed "?

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In closing, please let me restate how VERY STRONGLY I feel about not allowing this rezoning to take place. You owe it to the fine tax paying citizens of Union Gap to let their voices be heard and reject this application! Thank you for taking the time to read this.

Respectfully,

Theresa Charvet Dan Charvet

Theresa & Dan Charvet

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2218 Cornell ☺

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2218 Cornell ☺

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Beautiful : 😊

2610 4th St.

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2607 4th St

Beautiful!



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U.S.



October 9, 2022

Maria & Max Villegas
2610 4th Street
Union Gap, WA.

To whom it may concern,

We do not agree with the rezoning of the properties named as 2602 4th St., 2603 5th St & 2601 5th st. to be rezoned from residential to wholesale-warehouse.

We feel that accepting this will increase the traffic to our neighborhood. Our biggest concern is that bringing a business to our neighborhood could be unsafe. It attracts more people to vandalize which we have a problem with now. We have noticed an increase in crime and I have had to call law enforcement for help. Also having increased traffic to my street is difficult to get people to stop at the stop signs. We have grandchildren and the neighbors have children and increased traffic makes it unsafe for them.

Having a business come to this neighborhood also bring hazardous materials or chemicals that make it unsafe for all of us.

I noticed recently that there are many cars already parked on the 4th St. Property. I am wondering how it will look in a few months from now. I wouldn't like to see it look like a junk yard. That will make our neighborhood less valuable. I take pride in keeping my home & yard looking nice.

I believe having that type of business will change the environment in a negative way. Again I would like to say I am strongly against this rezoning. If you have any questions and would like to talk with me, I am available at 509-853-6898.

Sincerely,

Maximiliano Villegas Maria Villegas
Maria and Max Villages

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Valle, Jenny

From: Erik Hackler <ehack69@hotmail.com>
Sent: Tuesday, October 4, 2022 7:19 PM
To: Valle, Jenny
Subject: 2022.0194.RZ0001 - Matson/Frank Rezone

To whom it may concern,

I, Erik Hackler, would like to voice my disapproval of this "rezone" application. I have been a resident for over 11 years at 2606 4th street, Union Gap, WA. 98903 which is eye and ear shot from said parcels that are on the "rezone" application and I am 1000 percent against the rezoning of these locations from residential to industrial. My reasonings are simple,

1. The owners of these parcels do not leave in or around the neighborhood so they don't care about the visual impact it has or will have on the our neighborhood. My point in case is that the new property owner (David & Debra Matson) at 2602 4th ST. Union Gap, WA. 98903 has turned the lot and shop into a "car mechanic" repair shop with out the proper city permits and the lot looks like a junkyard of broken down cars!!!
2. I'm not sure how the "Rezoning" will effect my property taxes and value of my home but I would think that it would negatively impact it along with the surrounding neighbors!! If I knew that the neighborhood was going to be allowed to be built up as an industrial zone, I would have never purchased my home!! There is enough industrial businesses in the area. We do not need anymore!
3. The area already has enough vehicle traffic from the main boulevard and cars constantly turn illegally onto 4th street. I believe the proposed industrial change will increase vehicle traffic and may be a danger to the young children that live feet away from the properties to be rezoned and the pedestrians that travel the streets with no sidewalks to and from the other local businesses such as the mall, convenient store or Old Town Station.

Sincerely,
Erik Hackler
(509)930-8469

Sent from [Mail](#) for Windows

Exhibit 3

Hearing Date: December 6, 2022

Applicant: Matson, David & Debra; Frank, Norman

Property Owners: Matson, David & Debra; Frank, Norman & Janet

File Number: 2022.0194.RZ0001

Staff Contact: Byron Gumz, Yakima Valley Conference of Government Regional Land Use Manager -
Planning Representative for City of Union Gap

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**AFFIDAVIT OF SERVICE UPON APPLICANT,
AND UPON OTHER PARTIES**

RE: Notice of Application- Matson/ Frank Rezone

Applicant: Matson, David & Debra; Frank, Norman

Property Owner: Matson, David & Debra; Frank, Norman & Janet

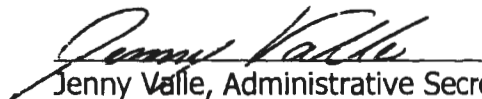
Parcel # 191205-22445, 191205-22453, 191205-22454

File No: 2022.0194.RZ0001

Jenny Valle, being first duly sworn on oath, deposes and says, I am competent to be a witness and state as follows, that on the 26th day of September, 2022, the undersigned deposited in the U.S. Mail a properly stamped and addressed envelope by first class mail, postage prepaid, to all property as determined by records of the Yakima County assessor's office within three hundred (300) feet of the boundary of the subject property, addresses attached, containing a copy of the document to which is attached to this Affidavit.

I certify under the penalty of perjury on the laws of the State of Washington the foregoing is true and correct.

DATED this 26th day of September, 2022, at Union Gap, Washington.


Jenny Valle, Administrative Secretary
Public Works & Community
Development

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CITY OF
UNION GAP
1883

DATE: September 26, 2022

TO: David & Debra Matson, Norman Frank, Adjoining Property Owners, and Interested Agencies

FROM: Dennis Henne, City of Union Gap Public Works & Community Development

SUBJ: **2022.0194.RZ0001 - Matson/Frank Rezone**
Notice of Application, Notice of Completeness, and Notice of Public Hearing

DESCRIPTION OF PROPOSAL

Applicant: David & Debra Matson, and Norman Frank

Location: 2602 South 4th Street, 2603 South 5th Street, and 2601 South 5th Street. Union Gap, WA 98903.

Tax Parcel Nos.: 191205-22445, 191205-22453, and 191205-22454

Proposal: Rezone the properties from Multifamily Residential (R3) to Wholesale/Warehouse (W/W). The Comprehensive Plan Future Land Use Map (FLUM) designates these properties as Industrial.

Agencies, tribes, and the public are encouraged to review and comment on the proposed project. There is a 14-day comment period for this review. All written comments received by **October 10, 2022** will be considered prior to issuing the final determination on this application. Please send your written comments to:

Jenny Valle, City of Union Gap Public Works & Community Development
P.O. Box 3008
Union Gap, WA 98903-0008

Or email your comments to Jenny.Valle@uniongapwa.gov.

Please reference file number 2022.0194.RZ0001

The file containing the complete application is available for public review at the City of Union Gap Public Works & Community Development Department. If you have any questions on this proposal, please contact Jenny Valle at (509) 575-3638 or by email at Jenny.Valle@uniongapwa.gov.

An open record public hearing is scheduled before the Union Gap Hearing Examiner on December 6, 2022 at 10 a.m. at the Union Gap Civic Campus, 102 W. Ahtanum Rd.,

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Union Gap, WA 98903. Written comments may be provided at the hearing. Interested parties may request copies of the hearing notice or participate in the hearing. Notice of the final decision will be sent to those who comment or may be obtained upon request. The final decision will contain specific appeal information. If you have any questions on this proposal, please call **Jenny Valle at (509) 575-3638** or by email at Jenny.Valle@uniongapwa.gov.

	<h1 style="margin: 0;">ReZone Permit</h1> <p style="margin: 0;">City of Union Gap 3106 1st Street P.O. Box 3008 Union Gap, WA 98903 509-575-3638 Fax 509-248-6494</p>	Date Issued: 08/24/2022 Permit #: 2022.0194.RZ0001
--	---	--

Applied Date: 08/24/2022 **Issue Date:** 08/24/2022 **Expiration Date:** 02/20/2023

Proposed Use: RESIDENTIAL (R-3) ZONING TO WHOLESALE/ WAREHOUSE (W/W) FOR PARCELS 191205-22445, 191205-22454, & 191205-22453

Physical Address: 2602 4TH ST Parcel #: 19120522445 Subdivision: Zoning: Load: Use: Occupancy:	Require Sprinklers: No Structures: Stories: Bedrooms: Construction Type: Code Edition: Service Location:	Heating: Roofing: Bathrooms:
---	---	---

Applicant MATSON DAVID & DEBRA 2218 S CORNELL AVE UNION GAP, WA 98903 Contact: Phone: (509) 945-2139 Fax: () - Email:	Contractor MATSON DAVID & DEBRA 2218 S CORNELL AVE UNION GAP, WA 98903 Contact: Phone: (509) 945-2139 Fax: () - Bus Lic: Cont Lic: UBI:
--	--

Fees	Qty	Rate	Amount	Date Fully Paid	Invoice #	Amount
Industrial 0-2.99 Acres	1.00	601.39	601.39	08/24/2022	7211	2,551.39
NOTICE OF APPLICATION	1.00	350.00	350.00			
HEARING EXAMINER	1.00	1,600.00	1,600.00			
NOTICE OF PUBLIC HEARING	1.00					
			2,551.39			2,551.39

Estimated Balance Due:

By signing this document, I agree to abide by the laws, codes and standard specifications governing land development, construction and fire/life safety as required by Federal and State laws and Union Gap Municipal Code.

Applicant Signature _____ **Date** _____

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LAND USE APPLICATION

CITY OF UNION GAP, DEPARTMENT OF COMMUNITY DEVELOPMENT
3106 SOUTH 1ST STREET, UNION GAP, WASHINGTON 98903
VOICE: (509) 575-3638 FAX: (509) 248-6494

INSTRUCTIONS - PLEASE READ FIRST Please type or print your answers clearly.

Answer all questions completely. If you have any questions about this form or the application process, please ask a Planner. Remember to bring all necessary attachments and the required filing fee when the application is submitted. Community Development cannot accept an application unless it is complete and the filing fee paid. Filing fees are not refundable. This application consists of four parts. PART I - GENERAL INFORMATION AND PART IV - CERTIFICATION are on this page. PART II and III contain additional information specific to your proposal and MUST be attached to this page to complete the application.

PART I - GENERAL INFORMATION

1. Applicant's Name, Address, And Phone Number	Name	David Matson		Norman Frank	
	Street	2218 S. Cornell Ave		1119 Ravelli Yakima, WA	
	City	Union Gap	ST	WA	Zip 98903 Phone 509-945-2139
2. Applicant's Property Interest	Check One	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Agent	<input type="checkbox"/> Purchaser	<input type="checkbox"/> Other _____
3. Property Owner's Name, Address, And Phone Number (If Other Than Applicant)	Name				
	Street				
	City		ST		Zip Phone

4. Subject Property's Assessor's Parcel Number(s):
191205-22445 / 191205-22453 / 191205-22454

5. Legal Description of Property. (if lengthy, please attach it on a separate document)
Attached

6. Property's Existing Zoning:
 R-1 R-2 R-3 R-4 C-1 C-2 CBD W/W L-1 Pbf Prc Pko

7. Property Address:
2102 4th Street / 2103 S. 5th Street / 2101 S. 5th Street

8. Type Of Application: (Check All That Apply)

<input type="checkbox"/> Administrative Adjustment	<input type="checkbox"/> Environmental Checklist (SEPA)	<input type="checkbox"/> Easement Release
<input type="checkbox"/> Class (2) Review	<input type="checkbox"/> Right-of-Way Vacation	<input checked="" type="checkbox"/> Rezone
<input type="checkbox"/> Class (3) Review	<input type="checkbox"/> Transportation Concurrency	<input type="checkbox"/> Shoreline
<input type="checkbox"/> Short Plat	<input type="checkbox"/> Non-Conforming Structure/Use	<input type="checkbox"/> Critical Areas
<input type="checkbox"/> Long Plat	<input type="checkbox"/> Type 3 Modification	<input type="checkbox"/> Variance
<input type="checkbox"/> Admin. Modification	<input type="checkbox"/> Interpretation by Hearing Examiner	<input type="checkbox"/> Amended Plat
<input type="checkbox"/> Appeal	<input type="checkbox"/> Temporary Use Permit	<input type="checkbox"/> Binding Site Plan
<input type="checkbox"/> Home Occupation	<input type="checkbox"/> Comp Plan Amendment	<input type="checkbox"/> Planned Development

Short Plat Exemption: _____ Other: _____

PART II - SUPPLEMENTAL APPLICATION & PART III - REQUIRED ATTACHMENTS

9. SEE ATTACHED SHEETS

PART IV - CERTIFICATION

10. I certify that the information on this application and the required attachments are true and correct to the best of my knowledge.

Norman Frank
PROPERTY OWNERS SIGNATURE

8/21/2022
DATE

FOR ADMINISTRATIVE USE ONLY

Revised 09-12

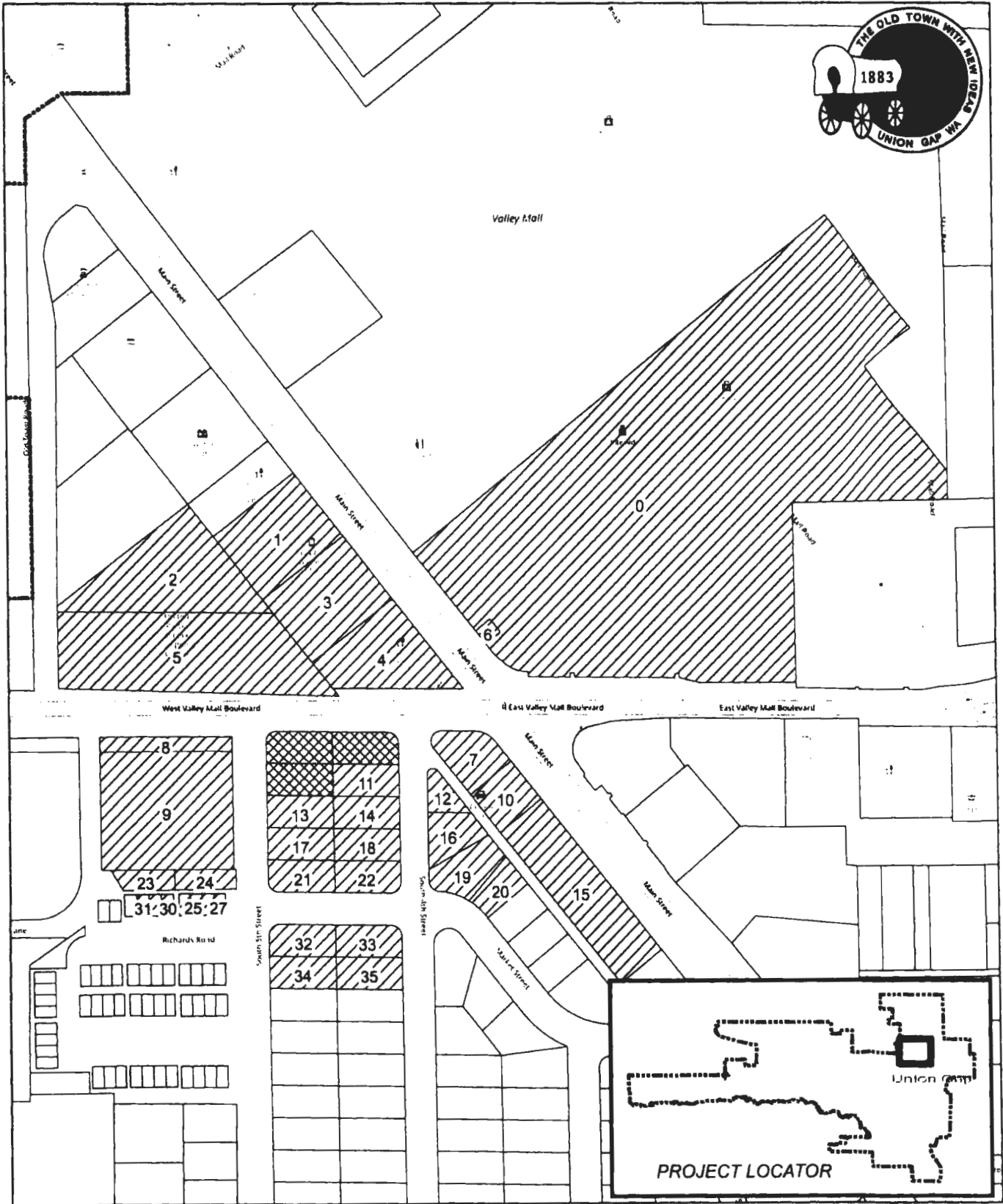
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FILE #

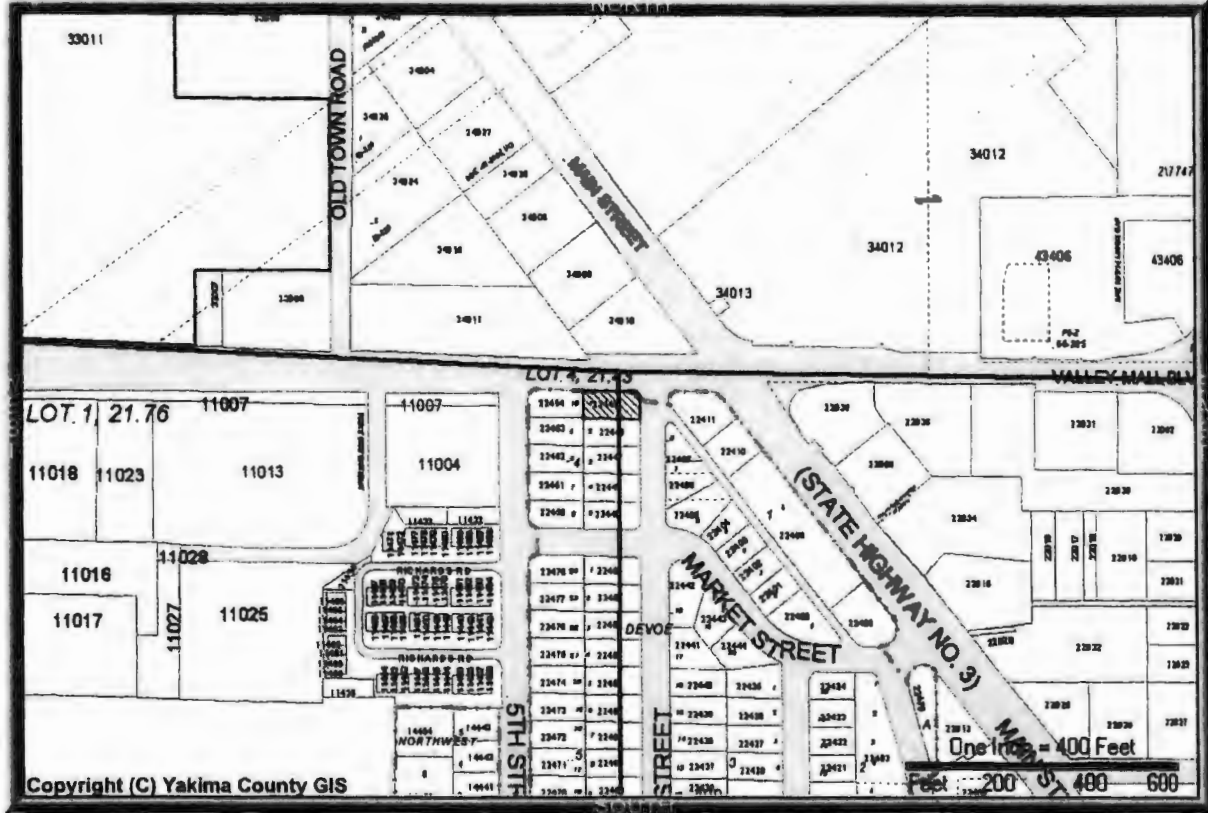
DATE FEE PAID	RECEIVED BY	Amount	Receipt No.	Hearing Date

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City of Union Gap, WA
Adjoining Property Owners - Kennedy Trucking - APN18120144409



 Subject Parcel
  Adjoining Parcel

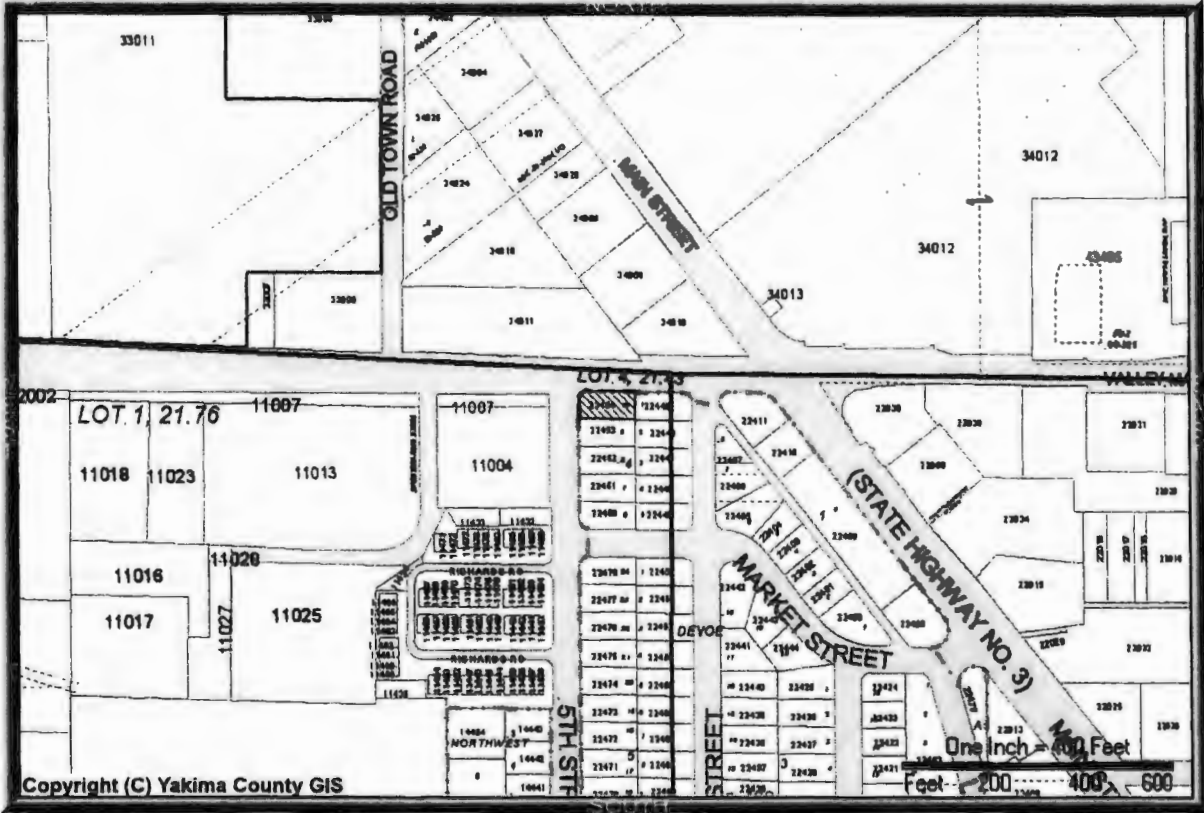


PROPERTY PHOTO	PROPERTY INFORMATION	
	Parcel Address: 2602 4TH ST, UNION GAP ,WA 98903	
	Parcel Owner(s): DAVID & DEBRA MATSON	
	Parcel Number: 19120522445	Parcel Size: 0.17 Acre(s)
	Property Use: 18 Other Residential	
TAX AND ASSESSMENT INFORMATION		
Tax Code Area (TCA): 300		Tax Year: 2022
Improvement Value: \$31100		Land Value: \$23200
Current Use Value: \$0		Current Use Improvement: \$0
New Construction: \$0		Total Assessed Value: \$54300
OVERLAY INFORMATION		
Zoning:	Jurisdiction: Union Gap (Urban Area Zoning Ordinance)	
Urban Growth Area: Union Gap	Future Landuse Designation: (Yakima County Plan 2015)	
FEMA:	FIRM Panel Number: 53077C1053D	
LOCATION INFORMATION		
+ Latitude: 46° 33' 46.270"	+ Longitude: -120° 28' 50.106"	Range: 19 Township: 12 Section: 05
Narrative Description: DE VOE ADD: LOT 1 BLK 4 EX N 15 FT & SITE TRIANGLE TO CITY OF UNION GAP RD R/W		
DISCLAIMER		
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION		



Copyright (C) Yakima County GIS

PROPERTY PHOTO	PROPERTY INFORMATION	
	Parcel Address: 2603 S 5TH ST, UNION GAP, WA 98903	
	Parcel Owner(s): NORMAN G & JANET L FRANK	
	Parcel Number: <u>19120522453</u>	Parcel Size: 0.17 Acre(s)
	Property Use: 11 Single Unit	
TAX AND ASSESSMENT INFORMATION		
Tax Code Area (TCA): <u>300</u>		Tax Year: 2022
Improvement Value: \$77300		Land Value: \$27300
Current Use Value: \$0		Current Use Improvement: \$0
New Construction: \$0		Total Assessed Value: \$104600
OVERLAY INFORMATION		
Zoning:	Jurisdiction: Union Gap (Urban Area Zoning Ordinance)	
Urban Growth Area: Union Gap	Future Landuse Designation: (Yakima County Plan 2015)	
FEMA:	FIRM Panel Number: 53077C1053D	
LOCATION INFORMATION		
+ Latitude: 46° 33' 45.709"	+ Longitude: -120° 28' 51.885"	Range: 19 Township: 12 Section: 05
Narrative Description: DE VOE ADD: LOT 9 BLK 4		
DISCLAIMER		
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION		



PROPERTY PHOTO	PROPERTY INFORMATION		
	Parcel Address: 2601 S 5TH ST, UNION GAP ,WA 98903		
	Parcel Owner(s): NORMAN G & JANET L. FRANK		
	Parcel Number: <u>19120522454</u>	Parcel Size: 0.17 Acre(s)	
	Property Use: 99 Other Undeveloped Land		
	TAX AND ASSESSMENT INFORMATION		
	Tax Code Area (TCA): <u>300</u>	Tax Year: 2022	
Improvement Value: \$0	Land Value: \$23200		
Current Use Value: \$0	Current Use Improvement: \$0		
New Construction: \$0	Total Assessed Value: \$23200		
OVERLAY INFORMATION			
Zoning:	Jurisdiction: Union Gap (Urban Area Zoning Ordinance)		
Urban Growth Area: Union Gap	Future Landuse Designation: (Yakima County Plan 2015)		
FEMA: FEMA:	FIRM Panel Number: 53077C1053D		
LOCATION INFORMATION			
+ Latitude: 46° 33' 46.298"	+ Longitude: -120° 28' 51.875"	Range: 19 Township: 12 Section: 05	
Narrative Description: DE VOE ADD: LOT 10 BLK 4 EX N 15 FT & SITE TRIANGLE TO CITY OF UNION GAP RD R/W			
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			



Yakima County WA. Property Record Card

Yakima County WA, Property Record Card

191205-22445
2602 4th St

Owners David & Debra Matson

Assessed Value
\$54,300

PROPERTY DETAILS

Parcel Number 191205-22445
 Situs Address 2602 4th St
 Property Use 18 Other Residential
 Tax Code Area 300
 Property Size 0.17
 Neighborhood 3143
 Owners David & Debra Matson
 Legal Description DE VOE ADD: LOT 1 BLK 4 EX N 15 FT & SITE TRIANGLE TO CITY OF UNION GAP RD R/W
 Fire District -
 School District Union Gap School District #2

UTILITY INFORMATION

Gas	Yes	Electricity	Yes	Water	Public
Sewer / Septic	Public				

SITE INFORMATION

Property Type	Residential	Zoning	R3	Street Type	Two-Way
Street Finish	Paved/Asphalt	Traffic	Light	Side Walk	Yes
Curbs	Yes		Location	Corner	

LAND

DETAILS FOR LAND RECORD #1

Land Flag	Mdl	Soil Class	-	Calc CU	No
Water Source	Public	Sewer Source	Public	Flood Plain	No
Lot Shape	Rectangle	Topography	Level	Land View	No View
Landscaping	None	Value Method	Sq-Feet	Lots	1
Square Feet	-		Acre(s)	0.170	

RESIDENTIAL

No data to display

COMMERCIAL

No data to display

DETACHED STRUCTURES

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Yakima County WA, Property Record Card

Yakima County WA, Property Record Card

191205-22453
2603 S 5th St

Owners Norman G & Janet L Frank

Assessed Value
\$104,600

PROPERTY DETAILS

Parcel Number 191205-22453
 Situs Address 2603 S 5th St
 Property Use 11 Single Unit
 Tax Code Area 300
 Property Size 0.17
 Neighborhood 3143
 Owners Norman G & Janet L Frank
 Legal Description DE VOE ADD: LOT 9 BLK 4
 Fire District -
 School District Union Gap School District #2

UTILITY INFORMATION

Gas Yes Electricity Yes Water Public
 Sewer / Septic Public

SITE INFORMATION

Property Type Residential Zoning R3 Street Type Two-Way
 Street Finish Paved/Asphalt Traffic Light Side Walk No
 Curbs Yes Location Road-Frontage

LAND

DETAILS FOR LAND RECORD #1

Land Flag Mdl Soil Class - Calc CU No
 Water Source Public Sewer Source Public Flood Plain No
 Lot Shape Rectangle Topography Level Land View No View
 Landscaping Minimal Value Method Sq-Feet Lots 1
 Square Feet - Acre(s) 0.170

RESIDENTIAL



Yakima County WA, Property Record Card

Yakima County WA, Property Record Card

191205-22454
2601 S 5th St

Owners Norman G & Janet L Frank

Assessed Value
\$23,200

PROPERTY DETAILS

Parcel Number 191205-22454
 Situs Address 2601 S 5th St
 Property Use 99 Other Undeveloped Land
 Tax Code Area 300
 Property Size 0.17
 Neighborhood 3143
 Owners Norman G & Janet L Frank
 Legal Description DE VOE ADD: LOT 10 BLK 4 EX N 15 FT & SITE TRIANGLE TO CITY OF UNION GAP RD R/W
 Fire District -
 School District Union Gap School District #2

UTILITY INFORMATION

Gas	Yes	Electricity	Yes	Water	Public
Sewer / Septic	Public				

SITE INFORMATION

Property Type	Commercial	Zoning	R3	Street Type	Two-Way
Street Finish	Paved/Asphalt	Traffic	Heavy	Side Walk	Yes
Curbs	Yes		Location	Corner	

LAND

DETAILS FOR LAND RECORD #1

Land Flag	Mdl	Soil Class	-	Calc CU	No
Water Source	Public	Sewer Source	Public	Flood Plain	No
Lot Shape	Rectangle	Topography	Level	Land View	No View
Landscaping	None	Value Method	Sq-Feet	Lots	1
Square Feet	7,405 sqft		Acre(s)	0.170	

RESIDENTIAL

No data to display

COMMERCIAL

No data to display

DETACHED STRUCTURES

No data to display

EXCISE TRANSACTIONS

DOC. INDEX # 32

DAN POLITTE
1915 FRUITVALE BLVD
YAKIMA, WA 98902

ALICE JANE HAINLINE
3913 E LIBERTY AVE
SPOKANE, WA 99217

DOUGLAS & HEIDI WORSHAM
11908 MARBLE RD
YAKIMA, WA 98908

RAFAEL FERNANDEZ
300 W VALLEY MALL BLVD
UNION GAP, WA 98903

RONALD & JODY FRANK
1272 ST HILAIRE
YAKIMA, WA 98901

SANDRA DOYLE
6905 W CHESTNUT AVE
YAKIMA, WA 98908

MIGUEL BUSTOS
2604 4TH ST
UNION GAP, WA 98903

DALE & KAY WEST
1433 S 68TH AVE
YAKIMA, WA 98908

ERIK HACKLER
2606 4TH ST
UNION GAP, WA 98903

ROBERT FICKEL
2607 4TH ST
UNION GAP, WA 98903

ERNEST & SHIRLEY BILGER
2608 4TH ST
UNION GAP, WA 98903

DAN & THERESA CHARVET
2609 4TH ST
UNION GAP, WA 98903

MAXIMILLANO & MARIA VILLEGAS
2610 S 4TH ST
UNION GAP, WA 98903

RONALD & JODY FRANK
P.O. BOX 3116
UNION GAP, WA 98903

DOUGLAS JEFFRIES
507 RICHARDS RD
UNION GAP, WA 98903

JANICE BREITWIESER
506 N 62ND AVE
YAKIMA, WA 98908

JOHN BLAIR
503 RICHARDS RD
UNION GAP, WA 98903

DONA WEBER BONWELL
501 RICHARDS RD
UNION GAP, WA 98903

SHON & ROSEMARY COPELAND
P.O. BOX 11406
YAKIMA, WA 98909

GERALD ZIMMERMAN
511 RICHARDS RD
UNION GAP, WA 98903

MARK & MARCIA JOHNSON
622 VOLTAIRE AVE
YAKIMA, WA 98902

MIGUEL VALENCIA & MARIA PULIDO
2701 S 5TH ST
UNION GAP, WA 98903

EDWARD & DENISE GONZALES
229 RIDGEWAY DR
YAKIMA, WA 98901

COLE JONATHAN PHILP-MATA
2703 S 5TH ST
UNION GAP, WA 98903

DAWN LEMON
2704 4TH ST
UNION GAP, WA 98903

BOWLIN FAMILY TRUST
110 MARKET ST
UNION GAP, WA 98903

KMC HOLDINGS IRR LIVING TRUST
P.O. BOX 3116
UNION GAP, WA 98903

PACIFIC POWER & LIGHT CO
825 NE MULTNOMAH ST STE 1900
PORTLAND, OR 97232

TF UNION GAP WA LLC
3333 BEVERLY RD BC 182A
HOFFMAN ESTATES, IL 60179

THE KAPLAN REVOCABLE TRUST
47 PALOMA AVE
VENICE, CA 90291

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Allez à avery.ca/gabarits

UNITED PARCEL SERVICE INC
55 GLENLAKE PKWY NE
ATLANTA, GA 30328

Etiquettes d'adresse Easy Peel

Pat. avery.com / patents

UNITED PARCEL SERVICE INC
55 GLENLAKE PKWY NE
ATLANTA, GA 30328

Go to avery.com/templates
Use Avery Template 5160

Easy Peel Address Labels
Bend along line to expose Pop-up Edge

5160
AVERY

DOC. INDEX # 30

NORMAN & JANET FRANK
116 DAVELL LN
YAKIMA, WA 98901

DAVID & DEBRA MATSON
2218 S. CORNELL AVE
UNION GAP, WA 98903

NORMAN & JANET FRANK
116 DAVELL LN
YAKIMA, WA 98901

DAVID & DEBRA MATSON
2218 S. CORNELL AVE
UNION GAP, WA 98903

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Allez à avery.ca/gabarits
Utilisez le gabarit Avery 5160

Etiquettes d'adresse Easy Peel
Pliiez le long de la ligne de pli pour exposer le rabat Pop-up

Pat. avery.com/patents

Go to avery.com/templates
Use Avery template 5160

Easy Peel Address Labels
Bend along line to expose Pop-up Edge

5160

AVERY

MAP ID	PARCEL NUMBER	OWNER	ADDRESS
1	19133234008	DAN POLITTE	1915 FRUITVALE BLVD
3	19133234009	ALICE JANE HAINLINE	3913 E LIBERTY AVE
4	19133234010	DOUGLAS G & HEIDI A WORSHAM	11908 MARBLE RD
7	19120522411	RAFAEL FERNANDEZ	300 W VALLEY MALL BLVD
9	19120611004	RONALD & JODY FRANK	1272 ST HILAIRE
10	19120522410	SANDRA S DOYLE	6905 W CHESTNUT AVE
11	19120522446	MIGUEL BUSTOS	2604 4TH ST
13	19120522452	DALE R & KAY A WEST	1433 S 68TH AVE
14	19120522447	ERIK C HACKLER	2606 4TH ST
16	19120522406	ROBERT K. FICKEL	2607 4TH ST
17	19120522451	DALE R & KAY A WEST	1433 S 68TH AVE
18	19120522448	ERNEST L & SHIRLEY A BILGER	2608 4TH ST
19	19120522405	DAN & THERESA LYNN CHARVET	2609 4TH ST
21	19120522450	DALE R & KAY A WEST	1433 S 68TH AVE
22	19120522449	MAXIMILLANO H & MARIA D VILLEGAS	2610 S 4TH ST
23	19120611433	RONALD & JODY FRANK	PO BOX 3116
24	19120611432	RONALD & JODY FRANK	PO BOX 3116
25	19120611485	DOUGLAS R JEFFRIES	507 RICHARDS RD
26	19120611486	JANICE A BREITWIESER	506 N 62ND AVE
27	19120611487	JOHN BLAIR	503 RICHARDS RD
28	19120611488	DONA WEBER BONWELL	501 RICHARDS RD
29	19120611480	SHON A & ROSEMARY V COPELAND	PO BOX 11406
30	19120611479	GERALD L ZIMMERMAN	511 RICHARDS RD
31	19120611478	MARK P & MARCIA D JOHNSON	622 VOLTAIRE AVE
32	19120522478	MIGUEL VALENCIA & MARIA J PULIDO	2701 S 5TH ST
33	19120522455	EDWARD D & DENISE M GONZALES	229 RIDGEWAY DR
34	19120522477	COLE JONATHAN PHILP-MATA	2703 S 5TH ST
35	19120522456	DAWN LEMON	2704 4TH ST
20	19120522404	BOWLIN FAMILY TRUST	110 MARKET ST
6	19133234013	CITY OF UNION GAP	PO BOX 3008
15	19120522408	KMC HOLDINGS IRR LIVING TRUST	PO BOX 3116
8	19120611007	PACIFIC POWER & LIGHT CO	825 NE MULTNOMAH ST STE 1900
0	19133234012	TF UNION GAP WA LLC	3333 BEVERLY RD BC 182A
12	19120522407	THE KAPLAN REVOCABLE TRUST	47 PALOMA AVE
2	19133234018	UNITED PARCEL SERVICE INC	55 GLENLAKE PKWY NE
5	19133234011	UNITED PARCEL SERVICE INC	55 GLENLAKE PKWY NE

CITY	STATE	ZIP
YAKIMA	WA	98902
SPOKANE	WA	99217
YAKIMA	WA	98908
UNION GAP	WA	98903
YAKIMA	WA	98901
YAKIMA	WA	98908
UNION GAP	WA	98903
YAKIMA	WA	98908
UNION GAP	WA	98903
UNION GAP	WA	98903
YAKIMA	WA	98908
UNION GAP	WA	98903
UNION GAP	WA	98903
UNION GAP	WA	98903
UNION GAP	WA	98903
YAKIMA	WA	98908
UNION GAP	WA	98903
UNION GAP	WA	98903
UNION GAP	WA	98903
UNION GAP	WA	98903
YAKIMA	WA	98909
UNION GAP	WA	98903
YAKIMA	WA	98902
UNION GAP	WA	98903
YAKIMA	WA	98901
UNION GAP	WA	98903
UNION GAP	WA	98903
UNION GAP	WA	98903
UNION GAP	WA	98903
UNION GAP	WA	98903
UNION GAP	WA	98903
UNION GAP	WA	98903
UNION GAP	WA	98903
PORTLAND	OR	97232
HOFFMAN ESTATES	IL	60179
VENICE	CA	90291
ATLANTA	GA	30328
ATLANTA	GA	30328

Valle, Jenny

From: Valle, Jenny
Sent: Monday, September 26, 2022 4:31 PM
To: Cavanaugh, Jason; Dominguez, David; Henne, Dennis; Clifton, Karen; Cobb, Gregory; 'Bronson Brown'; 'Byron Gumz'
Subject: Matson Rezone
Attachments: doc01474120220926110620.pdf

Attached will be the above mentioned for your review and comments. Thank you



Jenny Valle
ADMINISTRATIVE SERVICES
100 WEST ANITANUM
jenny.valle@cityofugapwa.gov

P.O. BOX 3008 102 WEST ANITANUM UNION GAP, WA 98903 0008

Valle, Jenny

From: Simon Sizer <ssizer@yakimaherald.com>
Sent: Monday, September 26, 2022 4:36 PM
To: Valle, Jenny
Subject: Possible SPOOFING: Re: Matson Rezone Notice
Attachments: Order_confirmation.pdf

Good afternoon Jenny. I have scheduled this legal notice for 9/28, for a cost of \$347.20.

--
Simon Sizer | Legal & Obituary Clerk
Yakima Herald-Republic
114 North 4th Street, Yakima, WA 98901
P.O. Box 9668, Yakima, WA 98909
Phone: (509) 577-7740 | Fax: (509) 577-7766

From: Valle, Jenny <Jenny.Valle@uniongapwa.gov>
Sent: Monday, September 26, 2022 11:04 AM
To: Simon Sizer <ssizer@yakimaherald.com>
Subject: Matson Rezone Notice

Morning Simon,

Will you please post as soon as possible. Let me know if you have any questions. Thank you



Jenny Valle
Union Gap, Washington
Phone: (509) 577-7740
jenny.valle@uniongapwa.gov

P.O. BOX 3008 | 102 WEST AKTANUM | UNION GAP, WA 98903 0008

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Yakima Herald-Republic
 PO Box 9668
 Yakima, WA 98909

YAKIMA HERALD-REPUBLIC

WE TELL YOUR STORIES YAKIMAHERALD.COM

City Of Union Gap
 Accounts Payable
 Po Box 3008
 Union Gap, WA 98903
 USA

Order Confirmation	
Order #:	40389
Order Ref #:	
Date:	9/26/2022
Advertiser #:	23213
Advertiser Name:	City Of Union Gap
Agency #:	
Agency Name:	
Account Manager:	Simon Sizer ssizer@yakimaherald.com

\$ 347.20

Ad No.	Date	Description	Position	Format
253954	9/28/2022	DATE: September 26, 2022 TO: David & Debra Matson, Norman Frank, Adjoining Property Owners, and Interested Agencies FROM: De	Yakima Herald Republic Broadsheet - CL-Legals	3.46 x 7.77 in x 2.0000 col.
253955	9/28/2022	DATE: September 26, 2022 TO: David & Debra Matson, Norman Frank, Adjoining Property Owners, and Interested Agencies FROM: De	Yakima Herald Republic CL Online - CL-Legals	3.46 x 7.77 in x 2.0000 col.

Summary	
Total Net Amount	\$ 347.20
Taxes	\$ 0.00
Total Amount	\$ 347.20

Remittance Address:

Yakima Herald-Republic
 PO Box 9668
 Yakima, WA 98909
 Tel: (206) 464-2550

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 #page 1 of 2 *24*

Yakima Herald-Republic
PO Box 9668
Yakima, WA 98909



Classified Category: Legals|Public Notices

DATE: September 26, 2022

TO: David & Debra Matson, Norman Frank, Adjoining Property Owners, and Interested Agencies

FROM: Dennis Henne, City of Union Gap Public Works & Community Development

SUBJ: **2022.0194.RZ0001 (list all cases (CUP, VAR, WET, SEPA), not PRJ) - Matson/Frank Rezone**
Notice of Application, Notice of Completeness, and Notice of Public Hearing

DESCRIPTION OF PROPOSAL

Applicant: David & Debra Matson, and Norman Frank

Location: 2602 South 4th Street, 2603 South 5th Street, and 2601 South 5th Street. Union Gap, WA 98903.

Tax Parcel Nos.: 191205-22445, 191205-22453, and 191205-22454

Proposal: Rezone the properties from Multifamily Residential (R3) to Wholesale/Warehouse (W/W). The Comprehensive Plan Future Land Use Map (FLUM) designates these properties as Industrial.
List all parcel #s

Agencies, tribes, and the public are encouraged to review and comment on the proposed project. There is a 14-day comment period for this review. All written comments received by **October 10, 2022** will be considered prior to issuing the final determination on this application. Please send your written comments to:

Jenny Valle, City of Union Gap Public Works & Community Development
P.O. Box 3008
Union Gap, WA 98903-0008

Or email your comments to Jenny.Valle@uniongapwa.gov.

Please reference file number 2022.0194.RZ0001

The file containing the complete application is available for public review at the City of Union Gap Public Works & Community Development Department. If you have any questions on this proposal, please contact Jenny Valle at (509) 575-3638 or by email at Jenny.Valle@uniongapwa.gov.

An open record public hearing is scheduled before the Union Gap Hearing Examiner on December 6, 2022 at 10 a.m. at the Union Gap Civic Campus, 102 W. Ahtanum Rd., Union Gap, WA 98903. Written comments may be provided at the hearing. Interested parties may request copies of the hearing notice or participate in the hearing. Notice of the final decision will be sent to those who comment or may be obtained upon request. The final decision will contain specific appeal information. If you have any questions on this proposal, please call Jenny Valle at (509) 575-3638 or by email at Jenny.Valle@uniongapwa.gov.

(40389) September 28, 2022

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Valle, Jenny

From: Valle, Jenny
Sent: Monday, September 26, 2022 11:05 AM
To: 'ssizer@yakimaherald.com'
Subject: Matson Rezone Notice
Attachments: Matson Rezone Notice.doc

Morning Simon,

Will you please post as soon as possible. Let me know if you have any questions. Thank you



Jenny Valle

Historic Main Street Station

102 West Antanum

JennyValleMainStreetStation@wa.gov

P.O. BOX 1008 • 102 WEST ANTANUM • UNION GAP, WA 98903 0008

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LAND USE ACTION
PROPOSED FOR
THIS SITE

City of Ukiah
Community &
Economic
Development
509-575-3638

09.26.2022 14:12

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PROPOSED FOR THIS SITE

City of Union Gap Notice of Rezone & Public Hearing

NOTICE OF PUBLIC HEARING
The City of Union Gap is holding a public hearing on the proposed rezoning of the following property:

Location: [Faded text]
Address: [Faded text]
Map: [Faded text]

Public hearing will be held on [Faded text] at [Faded text] o'clock [Faded text] of the month of [Faded text].

At that time, the City Council will consider the proposed rezoning and may approve, deny, or suspend the rezoning.

Any person who wishes to be heard at the public hearing should appear in person or by a representative at the public hearing and state their objections or comments to the rezoning.

For more information, contact the City of Union Gap at [Faded text].

Contact the City of Union Gap
**COMMUNITY &
ECONOMIC
DEVELOPMENT**
509-575-3638



09.26.2022 14:12



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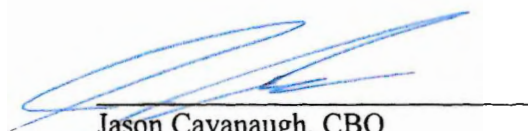
09.26.2022 14:12

AFFIDAVIT OF POSTING

Jason Cavanaugh, being first duly sworn on oath, deposes and says, I am competent to be a witness and state as follows, that on the 26th day of September, 2022, I posted an 11 x 17 copy of the attached notice on parcel 191205-22445.

I certify under penalty of perjury on the laws of the State of Washington the foregoing is true and correct.

DATED this 26th day of September, 2022.



Jason Cavanaugh, CBO
Public Works and Community Development

City of Union Gap Notice of Rezone & Public Hearing

DESCRIPTION OF PROPOSAL

Applicant: David & Debra Matson, and Norman Frank

Location: 2602 South 4th Street, 2603 South 5th Street, and 2601 South 5th Street. Union Gap, WA 98903.

Tax Parcel Nos.: 191205-22445, 191205-22453, and 191205-22454

Proposal: Rezone the properties from Multifamily Residential (R3) to Wholesale/Warehouse (W/W). The Comprehensive Plan Future Land Use Map (FLUM) designates these properties as Industrial.

Agencies, tribes, and the public are encouraged to review and comment on the proposed project. There is a 14-day comment period for this review. All written comments received by **October 10, 2022** will be considered prior to issuing the final determination on this application. Please send your written comments to:

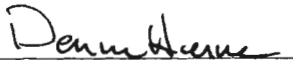
Jenny Valle, City of Union Gap Public Works & Community Development
P.O. Box 3008
Union Gap, WA 98903-0008

Or email your comments to Jenny.Valle@uniongapwa.gov.

Please reference file number 2022.0194.RZ0001

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Dennis Henne, Director
Public Works & Community Development

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Exhibit 2

Hearing Date: December 6, 2022

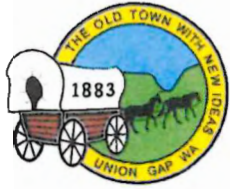
Applicant: Matson, David & Debra; Frank, Norman

Property Owners: Matson, David & Debra; Frank, Norman & Janet

File Number: 2022.0194.RZ0001

Staff Contact: Byron Gumz, Yakima Valley Conference of Government Regional Land Use Manager -
Planning Representative for City of Union Gap

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CITY OF
UNION GAP
1883

DATE: September 26, 2022

TO: David & Debra Matson, Norman Frank, Adjoining Property Owners, and Interested Agencies

FROM: Dennis Henne, City of Union Gap Public Works & Community Development

SUBJ: **2022.0194.RZ0001 - Matson/Frank Rezone**
Notice of Application, Notice of Completeness, and Notice of Public Hearing

DESCRIPTION OF PROPOSAL

Applicant: David & Debra Matson, and Norman Frank

Location: 2602 South 4th Street, 2603 South 5th Street, and 2601 South 5th Street. Union Gap, WA 98903.

Tax Parcel Nos.: 191205-22445, 191205-22453, and 191205-22454

Proposal: Rezone the properties from Multifamily Residential (R3) to Wholesale/Warehouse (W/W). The Comprehensive Plan Future Land Use Map (FLUM) designates these properties as Industrial.

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Jenny Valle, City of Union Gap Public Works & Community Development
P.O. Box 3008
Union Gap, WA 98903-0008

Or email your comments to Jenny.Valle@uniongapwa.gov.

Please reference file number 2022.0194.RZ0001

The file containing the complete application is available for public review at the City of Union Gap Public Works & Community Development Department. If you have any questions on this proposal, please contact Jenny Valle at (509) 575-3638 or by email at Jenny.Valle@uniongapwa.gov.

An open record public hearing is scheduled before the Union Gap Hearing Examiner on December 6, 2022 at 10 a.m. at the Union Gap Civic Campus, 102 W. Ahtanum Rd.,

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Union Gap, WA 98903. Written comments may be provided at the hearing. Interested parties may request copies of the hearing notice or participate in the hearing. Notice of the final decision will be sent to those who comment or may be obtained upon request. The final decision will contain specific appeal information. If you have any questions on this proposal, please call **Jenny Valle at (509) 575-3638** or by email at Jenny.Valle@uniongapwa.gov.



LAND USE APPLICATION

CITY OF UNION GAP, DEPARTMENT OF COMMUNITY DEVELOPMENT
3106 SOUTH 1st STREET, UNION GAP, WASHINGTON 98903
VOICE: (509) 575-3638 FAX: (509) 248-6494

INSTRUCTIONS - PLEASE READ FIRST Please type or print your answers clearly.

Answer all questions completely. If you have any questions about this form or the application process, please ask a Planner. Remember to bring all necessary attachments and the required filing fee when the application is submitted. Community Development cannot accept an application unless it is complete and the filing fee paid. Filing fees are not refundable.
This application consists of four parts. PART I - GENERAL INFORMATION AND PART IV - CERTIFICATION are on this page. PART II and III contain additional information specific to your proposal and MUST be attached to this page to complete the application.

PART I - GENERAL INFORMATION

1. Applicant's Name, Address, And Phone Number	Name	David Matson		Norman Frank	
	Street	2218 S. Cornell Ave		1112 Daxell Yakima, WA	
	City	Union Gap	ST	WA	Zip 98903 Phone 529-945-2139
2. Applicant's Property Interest	Check One	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Agent	<input type="checkbox"/> Purchaser	<input type="checkbox"/> Other
3. Property Owner's Name, Address, And Phone Number (If Other Than Applicant)	Name				
	Street				
	City		ST	Zip	Phone

4. Subject Property's Assessor's Parcel Number(s):
191205-22445 / 191205-22453 / 191205-22454

5. Legal Description of Property. (if lengthy, please attach it on a separate document)

Attached

6. Property's Existing Zoning:
 R-1 R-2 R-3 R-4 C-1 C-2 CBD W/W L-1 PbF PrC PkO

7. Property Address:
2102 4th Street / 2103 S. 5th Street / 2101 S. 5th Street

8. Type Of Application: (Check All That Apply)

<input type="checkbox"/> Administrative Adjustment	<input type="checkbox"/> Environmental Checklist (SEPA)	<input type="checkbox"/> Easement Release
<input type="checkbox"/> Class (2) Review	<input type="checkbox"/> Right-of-Way Vacation	<input checked="" type="checkbox"/> Rezone
<input type="checkbox"/> Class (3) Review	<input type="checkbox"/> Transportation Concurrency	<input type="checkbox"/> Shoreline
<input type="checkbox"/> Short Plat	<input type="checkbox"/> Non-Conforming Structure/Use	<input type="checkbox"/> Critical Areas
<input type="checkbox"/> Long Plat	<input type="checkbox"/> Type 3 Modification	<input type="checkbox"/> Variance
<input type="checkbox"/> Admin. Modification	<input type="checkbox"/> Interpretation by Hearing Examiner	<input type="checkbox"/> Amended Plat
<input type="checkbox"/> Appeal	<input type="checkbox"/> Temporary Use Permit	<input type="checkbox"/> Binding Site Plan
<input type="checkbox"/> Home Occupation	<input type="checkbox"/> Comp Plan Amendment	<input type="checkbox"/> Planned Development

Short Plat Exemption: _____ Other: _____

PART II - SUPPLEMENTAL APPLICATION & PART III - REQUIRED ATTACHMENTS

9. SEE ATTACHED SHEETS

PART IV - CERTIFICATION

10. I certify that the information on this application and the required attachments are true and correct to the best of my knowledge.

Norman Frank
PROPERTY OWNERS SIGNATURE

8/21/2022
DATE

FOR ADMINISTRATIVE USE ONLY

Revised 09-12

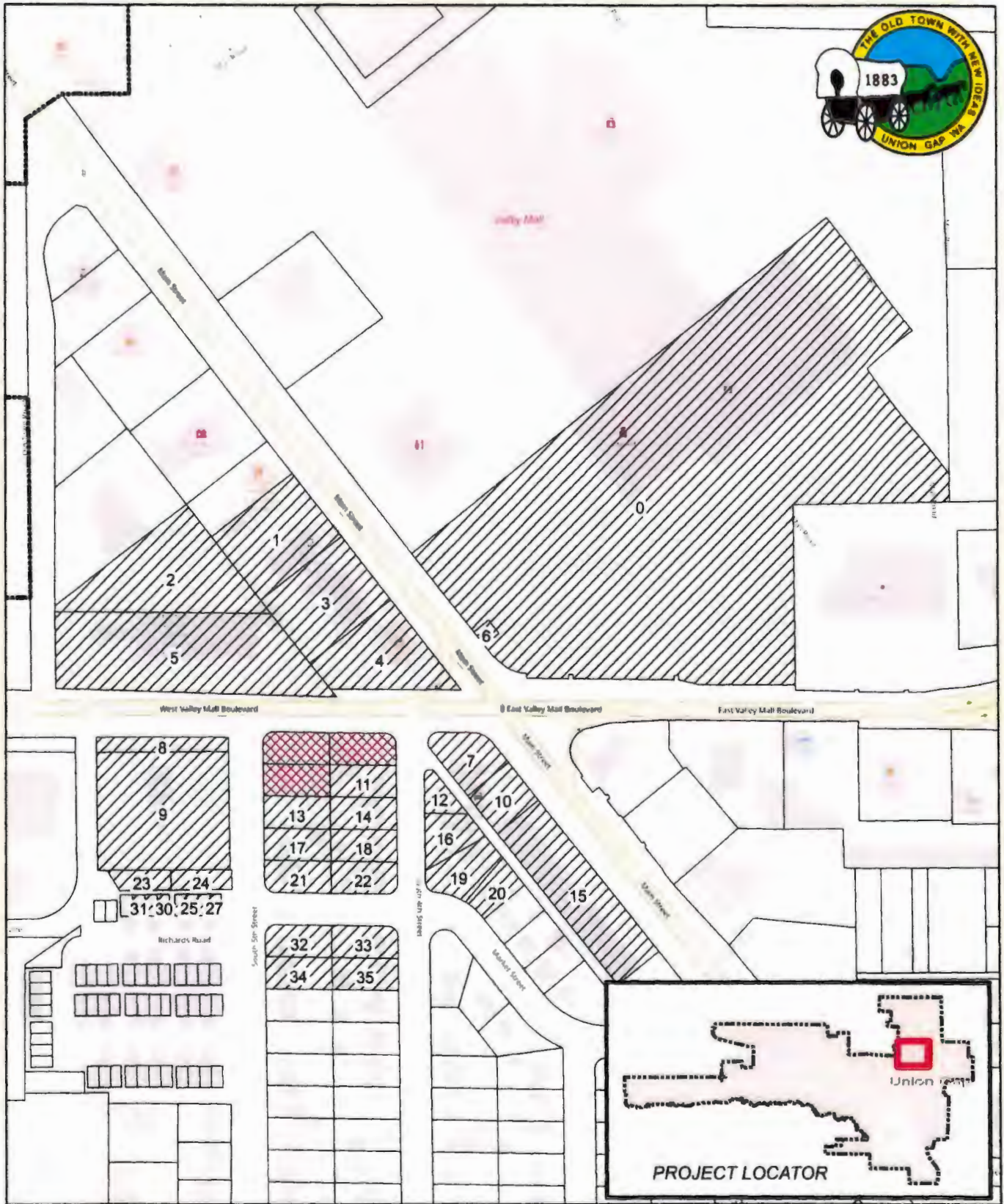
Notes:



FILE #

DATE FEE PAID	RECEIVED BY	Amount	Receipt No.	Hearing Date

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City of Union Gap, WA
Adjoining Property Owners - Kennedy Trucking - APN18120144409



 Subject Parcel
  Adjoining Parcel



<p>191205-22445-7/01</p>	Parcel Address: 2602 4TH ST, UNION GAP ,WA 98903	
	Parcel Owner(s): DAVID & DEBRA MATSON	
	Parcel Number: 19120522445	Parcel Size: 0.17 Acre(s)
	Property Use: 18 Other Residential	
Tax Code Area (TCA): 300		Tax Year: 2022
Improvement Value: \$31100		Land Value: \$23200
Current Use Value: \$0		Current Use Improvement: \$0
New Construction: \$0		Total Assessed Value: \$54300
Zoning:	Jurisdiction: Union Gap (Urban Area Zoning Ordinance)	
Urban Growth Area: Union Gap	Future Landuse Designation: (Yakima County Plan 2015)	
FEMA:	FIRM Panel Number: 53077C1053D	
+ Latitude: 46° 33' 46.270"		+ Longitude: -120° 28' 50.106"
Range: 19 Township: 12 Section: 05		
Narrative Description: DE VOE ADD: LOT 1 BLK 4 EX N 15 FT & SITE TRIANGLE TO CITY OF UNION GAP RD R/W		
<p>MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION</p>		



Yakima County WA, Property Record Card

191205-22445
2602 4th St

Owners David & Debra Matson

Assessed Value
\$54,300

PROPERTY DETAILS

Parcel Number 191205-22445
 Situs Address 2602 4th St
 Property Use 18 Other Residential
 Tax Code Area 300
 Property Size 0.17
 Neighborhood 3143
 Owners David & Debra Matson
 Legal Description DE VOE ADD: LOT 1 BLK 4 EX N 15 FT & SITE TRIANGLE TO CITY OF UNION GAP RD R/W
 Fire District -
 School District Union Gap School District #2

UTILITY INFORMATION

Gas	Yes	Electricity	Yes	Water	Public
Sewer / Septic	Public				

SITE INFORMATION

Property Type	Residential	Zoning	R3	Street Type	Two-Way
Street Finish	Paved/Asphalt	Traffic	Light	Side Walk	Yes
Curbs	Yes		Location	Corner	

LAND

DETAILS FOR LAND RECORD #1

Land Flag	Mdl	Soil Class	-	Calc CU	No
Water Source	Public	Sewer Source	Public	Flood Plain	No
Lot Shape	Rectangle	Topography	Level	Land View	No View
Landscaping	None	Value Method	Sq-Feet	Lots	1
Square Feet	-		Acre(s)	0.170	

RESIDENTIAL

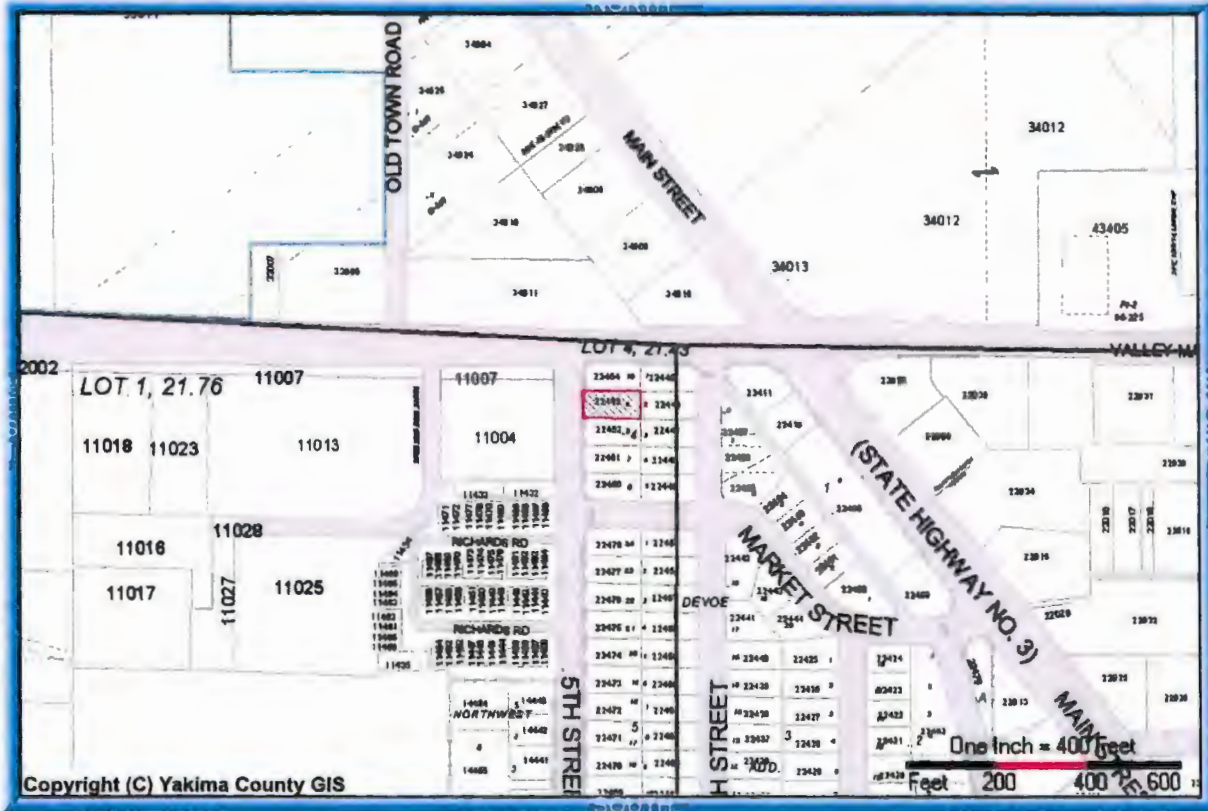
No data to display

COMMERCIAL

No data to display

DETACHED STRUCTURES

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	Parcel Address: 2603 S 5TH ST, UNION GAP , WA 98903	
	Parcel Owner(s): NORMAN G & JANET L FRANK	
	Parcel Number: 19120522453	Parcel Size: 0.17 Acre(s)
	Property Use: 11 Single Unit	
Tax Code Area (TCA): 300		Tax Year: 2022
Improvement Value: \$77300		Land Value: \$27300
CurrentUse Value: \$0		CurrentUse Improvement: \$0
New Construction: \$0		Total Assessed Value: \$104600
Zoning:	Jurisdiction: Union Gap (Urban Area Zoning Ordinance)	
Urban Growth Area: Union Gap	Future Landuse Designation: (Yakima County Plan 2015)	
FEMA:	FIRM Panel Number: 53077C1053D	
+ Latitude: 46° 33' 45.709"		+ Longitude: -120° 28' 51.885"
Narrative Description: DE VOE ADD: LOT 9 BLK 4		Range: 19 Township: 12 Section: 05
<p>MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION</p>		



Yakima County WA, Property Record Card

191205-22453
2603 S 5th St

Owners Norman G & Janet L Frank

Assessed Value
\$104,600

PROPERTY DETAILS

Parcel Number	191205-22453
Situs Address	2603 S 5th St
Property Use	11 Single Unit
Tax Code Area	300
Property Size	0.17
Neighborhood	3143
Owners	Norman G & Janet L Frank
Legal Description	DE VOE ADD: LOT 9 BLK 4
Fire District	-
School District	Union Gap School District #2

UTILITY INFORMATION

Gas	Yes	Electricity	Yes	Water	Public
Sewer / Septic	Public				

SITE INFORMATION

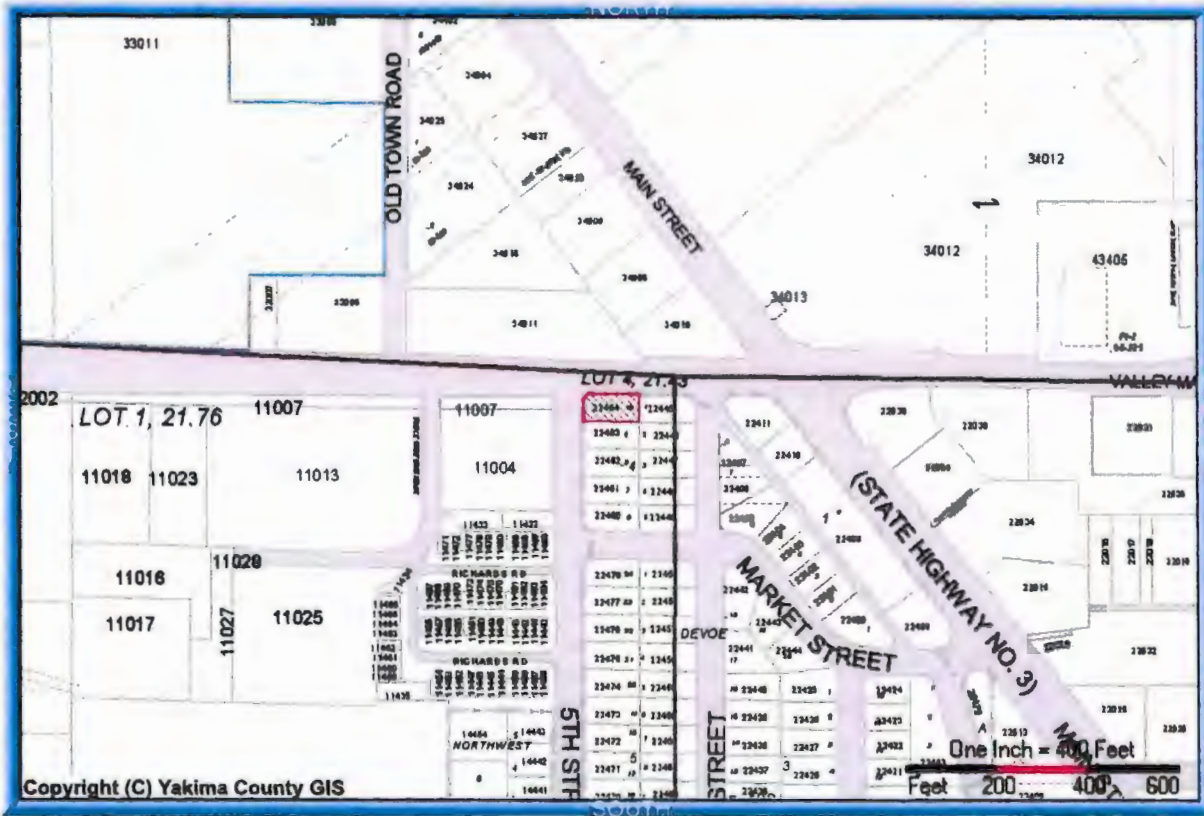
Property Type	Residential	Zoning	R3	Street Type	Two-Way
Street Finish	Paved/Asphlt	Traffic	Light	Side Walk	No
Curbs	Yes		Location	Road-Frntage	

LAND

DETAILS FOR LAND RECORD #1

Land Flag	Mdl	Soil Class	-	Calc CU	No
Water Source	Public	Sewer Source	Public	Flood Plain	No
Lot Shape	Rectangle	Topography	Level	Land View	No View
Landscaping	Minimal	Value Method	Sq-Feet	Lots	1
Square Feet	-		Acre(s)	0.170	

RESIDENTIAL



Copyright (C) Yakima County GIS

	Parcel Address: 2601 S 5TH ST, UNION GAP ,WA 98903	
	Parcel Owner(s): NORMAN G & JANET L FRANK	
	Parcel Number: 19120522454	Parcel Size: 0.17 Acre(s)
	Property Use: 99 Other Undeveloped Land	
	TAX AND VALUE SUMMARY	
	Tax Code Area (TCA): 300	Tax Year: 2022
	Improvement Value: \$0	Land Value: \$23200
	Current Use Value: \$0	Current Use Improvement: \$0
	New Construction: \$0	Total Assessed Value: \$23200
	Zoning: Urban Area Zoning Ordinance	
Urban Growth Area: Union Gap	Future Landuse Designation: (Yakima County Plan 2015)	
FEMA:	FIRM Panel Number: 53077C1053D	
LOCATION COORDINATES		
+ Latitude: 46° 33' 46.298"	+ Longitude: -120° 28' 51.875"	
Range: 19 Township: 12 Section: 05		
Narrative Description: DE VOE ADD: LOT 10 BLK 4 EX N 15 FT & SITE TRIANGLE TO CITY OF UNION GAP RD R/W		
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION		



Yakima County WA, Property Record Card

191205-22454
2601 S 5th St

Owners Norman G & Janet L Frank

Assessed Value
\$23,200

PROPERTY DETAILS

Parcel Number 191205-22454
 Situs Address 2601 S 5th St
 Property Use 99 Other Undeveloped Land
 Tax Code Area 300
 Property Size 0.17
 Neighborhood 3143
 Owners Norman G & Janet L Frank
 Legal Description DE VOE ADD: LOT 10 BLK 4 EX N 15 FT & SITE TRIANGLE TO CITY OF UNION GAP RD R/W
 Fire District -
 School District Union Gap School District #2

UTILITY INFORMATION

Gas	Yes	Electricity	Yes	Water	Public
Sewer / Septic	Public				

SITE INFORMATION

Property Type	Commercial	Zoning	R3	Street Type	Two-Way
Street Finish	Paved/Asphalt	Traffic	Heavy	Side Walk	Yes
Curbs	Yes	Location	Corner		

LAND

DETAILS FOR LAND RECORD #1

Land Flag	Mdl	Soil Class	-	Calc CU	No
Water Source	Public	Sewer Source	Public	Flood Plain	No
Lot Shape	Rectangle	Topography	Level	Land View	No View
Landscaping	None	Value Method	Sq-Feet	Lots	1
Square Feet	7,405 sqft		Acre(s)	0.170	

RESIDENTIAL

No data to display

COMMERCIAL

No data to display

DETACHED STRUCTURES

No data to display

EXCISE TRANSACTIONS

DOC. INDEX # 6

Exhibit 1

Hearing Date: December 6, 2022

Applicant: Matson, David & Debra; Frank, Norman

Property Owners: Matson, David & Debra; Frank, Norman & Janet

File Number: 2022.0194.RZ0001

Staff Contact: Byron Gumz, Yakima Valley Conference of Government Regional Land Use Manager -
Planning Representative for City of Union Gap

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	<h1 style="margin: 0;">ReZone Permit</h1> <p style="margin: 0;">City of Union Gap 3106 1st Street P.O. Box 3008 Union Gap, WA 98903 509-575-3638 Fax 509-248-6494</p>	Date Issued: <p style="text-align: center; font-weight: bold;">08/24/2022</p> Permit #: <p style="text-align: center; font-weight: bold;">2022.0194.RZ0001</p>
--	---	--

Applied Date: 08/24/2022 **Issue Date:** 08/24/2022 **Expiration Date:** 02/20/2023

Proposed Use: RESIDENTIAL (R-3) ZONING TO WHOLESALE/ WAREHOUSE (W/W) FOR PARCELS 191205-22445, 191205-22454, & 191205-22453

Physical Address: 2602 4TH ST Parcel #: 19120522445 Subdivision: Zoning: Load: Use: Occupancy:	Require Sprinklers: No Structures: Stories: Bedrooms: Construction Type: Code Edition: Service Location:
	Heating: Roofing: Bathrooms:

Applicant MATSON DAVID & DEBRA 2218 S CORNELL AVE UNION GAP, WA 98903 Contact: Phone: (509) 945-2139 Fax: () - Email:	Contractor MATSON DAVID & DEBRA 2218 S CORNELL AVE UNION GAP, WA 98903 Contact: Phone: (509) 945-2139 Fax: () - Bus Lic: Cont Lic: UBI:
--	--

Fees	Qty	Rate	Amount	Date Fully Paid	Invoice #	Amount
Industrial 0-2.99 Acres	1.00	601.39	601.39	08/24/2022	7211	2,551.39
NOTICE OF APPLICATION	1.00	350.00	350.00			
HEARING EXAMINER	1.00	1,600.00	1,600.00			
NOTICE OF PUBLIC HEARING	1.00					
			2,551.39			2,551.39

Estimated Balance Due:

By signing this document, I agree to abide by the laws, codes and standard specifications governing land development, construction and fire/life safety as required by Federal and State laws and Union Gap Municipal Code.

Applicant Signature _____ Date _____

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	<h1 style="margin: 0;">ReZone Permit</h1> <p style="margin: 0;">City of Union Gap 3106 1st Street P.O. Box 3008 Union Gap, WA 98903 509-575-3638 Fax 509-248-6494</p>	<p><i>Date Issued:</i> 08/24/2022</p> <p><i>Permit #:</i> 2022.0194.RZ0001</p>
--	---	--

Applied Date: 08/24/2022 **Issue Date:** 08/24/2022 **Expiration Date:** 02/20/2023

Proposed Use: RESIDENTIAL (R-3) ZONING TO REGIONAL COMMERCIAL (C-2) FOR PARCELS 191205-22445, 191205-22454, & 191205-22453

Physical Address: 2602 4TH ST Parcel #: 19120522445 Subdivision: Zoning: Load: Use: Occupancy:	Require Sprinklers: No Structures: Stories: Bedrooms: Construction Type: Code Edition: Service Location:
	Heating: Roofing: Bathrooms:

Applicant MATSON DAVID & DEBRA 2218 S CORNELL AVE UNION GAP, WA 98903 Contact: Phone: (509) 945-2139 Fax: () - Email:	Contractor MATSON DAVID & DEBRA 2218 S CORNELL AVE UNION GAP, WA 98903 Contact: Phone: (509) 945-2139 Fax: () - Bus Lic: Cont Lic: UBI:
--	--

SUPERSEDED

Fees	Qty	Rate	Amount	Date Fully Paid	Invoice #	Amount
Commercial 0-2.99 Acres	1.00	601.39	601.39	08/24/2022	7211	2,551.39
NOTICE OF APPLICATION	1.00	350.00	350.00			
HEARING EXAMINER	1.00	1,600.00	1,600.00			
NOTICE OF PUBLIC HEARING	1.00					
			2,551.39			2,551.39

Estimated Balance Due:

By signing this document, I agree to abide by the laws, codes and standard specifications governing land development, construction and fire/life safety as required by Federal and State laws and Union Gap Municipal Code.

Applicant Signature _____ Date _____

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Initials _____



City of Union Gap
 3106 1st Street
 Union Gap, WA 98903
 www.ci.union-gap.wa.us

Building Permits

MATSON DAVID & DEBRA
 2218 S CORNELL AVE
 UNION GAP, WA, 98903

Account Information			
Cust #:	6460		
Date:	08/24/2022	Due:	09/23/2022
Invoice #:	7211		
For:	Building Permit		
Permit:	2022.0194.RZ0001		

Item	Taxed	Quantity	Amount	Total
ReZone Permit - PLANNING - ZONING - 08/24/2022	N	1.0000	601.39	601.39
ReZone Permit - PLANNING - ENVIRONMENTAL - 08/24/2022	N	1.0000	1,950.00	1,950.00
		Non Taxed:		2,551.39
		Taxed:		0.00
		Tax @	0.00%:	0.00
		Payments:		0.00
		Total:		2,551.39

Please include your Cust # and Invoice # when submitting payment.

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 # 2

Receipt: 217123 08/24/2022
Acct #: 6460 COPY
CITY OF UNION GAP
102 W AHTANUM RD
UNION GAP, WA 98903
509-248-0432

MATSON DAVID & DEBRA
2218 S CORNELL AVE
UNION GAP, WA 98903

Invoice Payment

Inv#: 7211 Amt Paid: 2,551.39

Non Taxed Amt: 2,551.39

Total: 2,551.39

Chk: 15757 & 9606 2,551.38

Cash: 0.01

Ttl Tendered: 2,551.39

Change: 0.00

Issued By: Jenny
08/24/2022 13:58:21

DOC.
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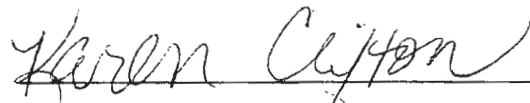
***NOTICE OF PUBLIC HEARING
CITY OF UNION GAP, WASHINGTON***

NOTICE IS HEREBY GIVEN that on Monday, February 27, 2023, at 6:00 p.m., or as soon thereafter as possible, the Union Gap City Council will conduct a Closed Record Hearing.

The purpose of the Closed Record Hearing is for the consideration of the Hearings Examiner's recommendation for a request from David Matson and Norman Frank to rezone three properties from R-3 Multi-family Residential to Wholesale/Warehouse. (Case 2022.0194.RZ0001)

At the conclusion of the Closed Record Hearing, the Council will make a final determination concerning the proposed rezone. Comments may also be emailed to the City Clerk at Karen.Clifton@uniongapwa.gov or mailed to P.O. Box 3008, Union Gap, Washington, 98903 prior to 5:00 p.m. February 27, 2023.

DATED this 14th day of February, 2023.



Karen Clifton, City Clerk



City Council Communication

Meeting Date: February 27, 2023
From: Bronson Brown, City Attorney
Topic/Issue: Ordinance - Matson / Frank Rezone

SYNOPSIS: Consider accepting recommendation of Union Gap Hearing Examiner regarding the rezone application of David Matson and Norman Frank.

RECOMMENDATION: Approve an ordinance based on the attached finding of facts.

LEGAL REVIEW: The City Attorney has reviewed this Ordinance.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: The council may either approve, conditionally approve or reject the recommendation of the hearing examiner. If the recommendation is approved adopt ordinance which adopts the findings of the hearing examiner to finalize the action. If the recommendation is rejected the City Council will need to adopt their own findings for a decision via an ordinance. Per Union Gap Code a final decision must be issued within 10 days of the closed record hearing. If a decision can not be made within 10 days then written notice to the applicant must be issued with reasons why the timeline for a decision can not be met and an estimate of when a decision will be issued. If approved the ordinance would reclassify Multi-Family Residential (R-3) to Wholesale Warehouse (WW):

Tax Parcel No. 191205-22445 / 2602 4th Street

Records of Yakima County, Washington (0.17 acres)

Tax Parcel No. 191205-22453 / 2603 South 5th Street

Records of Yakima County, Washington (0.17 acres)

Tax Parcel No. 191205-22454 / 2601 South 5th Street

Records of Yakima County, Washington (0.17 acres)

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WA
ORDINANCE NO. _____

REZONE FROM MULTI-FAMILY RESIDENTIAL (R-3) TO
WHOLESALE WAREHOUSE (W/W)

WHEREAS, Chapter 35A.63 of the Revised Code of Washington authorizes the City Council of the City of Union Gap to adopt and amend official controls including zoning ordinances and zoning maps; and

WHEREAS, David & Debra Matson and Norman & Janet Frank, have made an application, 2022.0194.RZ0001, for a site specific rezone of three (3) individual parcels totaling approximately 0.51 acres from Multi-Family Residential (R-3) to Wholesale Warehouse (WW); and

WHEREAS, the City of Union Gap City Council passed Ordinance 3015, which amended the City of Union Gap Comprehensive Plan “Future Land Use Map. The revised map has six broad categories of designations, Residential, Commercial, Industrial, Public, Parks / Open Space, Planned Development and Planned Recreation. The revised map does not mirror the categories identified in the Union Gap Zoning Map, although Zoning Designations are compatible with and consistent with the Future Land Use Map designations; and

WHEREAS, the site which is the subject of the application is within the area designated as Industrial in the City’s Future Land Use Map; and

WHEREAS, in due course the City of Union Gap Hearing Examiner did advertise for and did hold a public hearing on December 6, 2022 for the purpose of hearing testimony for and against the proposed application 2022.0194.RZ0001. All persons present desiring to speak for or against or in relation to the zoning amendment application were given a full and complete opportunity to be heard; and

WHEREAS, the Hearing Examiner thereafter issued on December 20, 2022 his recommendation to the City Council that the application for re-zone be approved; and

WHEREAS, the City Council has now considered the Hearing Examiner’s findings, conclusions and recommendation of APPROVAL, and having considered the record herein on closed record review; and

WHEREAS, the City Council following its review concurs with the Hearing Examiner’s findings of fact and conclusions and adopts the same by this reference and incorporates the same herein as if fully set forth; and

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

Section 1. Findings. The recitals set forth above are incorporated herein as the City Council's Findings. Further, the Hearing Examiner's Findings and Conclusions are adopted as the City Council's Findings and Conclusions by this reference.

Section 2. Amendment.

A. The following described real property is hereby reclassified from Multi-Family Residential (R-3) to Wholesale Warehouse (WW):

Tax Parcel No. 191205-22445 / 2602 4th Street
Records of Yakima County, Washington (0.17 acres)

Tax Parcel No. 191205-22453 / 2603 South 5th Street
Records of Yakima County, Washington (0.17 acres)

Tax Parcel No. 191205-22454 / 2601 South 5th Street
Records of Yakima County, Washington (0.17 acres)

B. The City's Official Zoning Map shall be amended to reflect the forgoing zoning reclassifications.

Section 3. This ordinance, implementing zoning map amendment shall become effective five (5) days following legal publication of this ordinance or a summary of this ordinance.

Passed this 27th day of February, 2023.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
February 13, 2023, Regular Meeting
MINUTES

<u>Call to Order</u>	Mayor Hodkinson called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Murr, Wentz, Galloway, Hansen, Schilling, and Dailey were present.
<u>Staff Present</u>	City Attorney Brown, Police Chief Cobb, Fire Chief Markham, Public Works and Community Development Director Henne, Civil Engineer Dominguez, and Finance and Administration Director Clifton were present.
<u>Audience Present</u>	See attached list.
<u>Pledge of Allegiance</u>	Council Member Hansen led the pledge of allegiance.
<u>Consent Agenda</u>	Motion by Council Member Wentz, second by Council Member Galloway to approve the consent agenda as follows: Regular Council Meeting Minutes dated January 23, 2023, as attached to the Agenda and maintained in electronic format. Payroll Vouchers – EFT’s, and 41651 through 41653, and 105969 through 105975 for the month of January, 2023, in the amount of \$448,328.34. Claims Vouchers – EFT’s, Voucher No. 105968 and 105976 through 106050 for February 13, 2023, in the amount of \$331,535.74.
<u>General Items</u>	
<u>Finance & Administration</u>	
Resolution No. – 23-11 – Appointment of Municipal Court Judges	Motion by Council Member Wentz, second by Council Member Murr to approve Resolution No. – 23-11 – appointing Judges to serve as Municipal Court Judges for the City of Union Gap Municipal Court. Motion carried unanimously.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – February 13, 2023

Public Works & Community
Development

Motion – Award of Bid –
Valley Mall Boulevard
Resurfacing Project; HLA
21243

Motion by Council Member Wentz, second by Council Member Galloway to accept the most qualified, lowest responsible bidder for the Valley Mall Boulevard Resurfacing Project – Central Washington Asphalt, Inc., of Moses Lake, WA. in the amount of \$954,000. Motion carried unanimously.

Resolution No. – 23-12 -
HLA Consultant Agreement;
Engineering Services –
Valley Mall Boulevard
Resurfacing Project; HLA
21243

Motion by Council Member Wentz, second by Council Member Hansen to approve Resolution No. – 23-12 - authorizing the Interim City Manager to sign a Consultant agreement with HLA Engineering and Land Surveying Inc. for the Valley Mall Boulevard Resurfacing Project. Motion carried unanimously.

Resolution No. -23-13 – Set
Closed Record Hearing –
Proposed Matson/Frank
Rezone

Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 23-13 – setting a Closed Record Hearing for February 27, 2023 at 6:00 p.m. Theresa Charvet asked if people who wrote letters will be able to speak at the closed record hearing. City Attorney Brown replied “yes”. Motion carried unanimously.

Resolution No. – 23-14 –
Setting Public Hearing –
ZiPLY Fiber Pacific LLC
Franchise Agreement

Motion by Council Member Wentz, second by Council Member Murr to approve Resolution No. – 23-14 – setting a public Hearing regarding entering into a Franchise Agreement with ZiPLY Fiber Pacific, LLC for a non-exclusive franchise within the City of Union Gap. Motion carried unanimously.

Motion – Award of Bid –
Longfibre Road Resurfacing
Project; HLA 22037

Motion by Council Member Wentz, second by Council Member Galloway to accept the most qualified, lowest responsible bidder for the Longfibre Road Resurfacing Project – Central Paving, LLC of Ellensburg, WA. in the amount of \$327,720.50. Motion carried unanimously.

Items from the Audience

Theresa Charvet addressed the Council announcing that the Library Book sale over the weekend was successful.

City Manager Report

None.

Communications/Questions/
Comments

None.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – February 13, 2023

Development of next
Agenda None.

Adjournment of Meeting At 6:14 p.m., Mayor Hodkinson adjourned the February 13, 2023
regular Council Meeting.

Sharon Bounds, Interim City Mayor

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: February 27, 2023
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – February 27, 2023

SYNOPSIS: Claim Vouchers Dated February 27, 2023

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 106051 through 106118, in the amount of \$276,971.88.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

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

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 11:33:14 Date: 02/23/2023

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
761	02/20/2023	Claims	2	EFT	WA STATE DEPT OF REVENUE	15,744.70	EXCISE TAX - 01/2023
791	02/10/2023	Claims	2	EFT	MERCHANT SERVICES	550.73	CREDIT CARD PAYMENTS FEE - 02/09/23
810	02/10/2023	Claims	2	EFT	MERCHANT SERVICES	35.47	CREDIT CARD PAYMENTS FEE - 02/10/23
811	02/11/2023	Claims	2	EFT	MERCHANT SERVICES	115.66	CREDIT CARD PAYMENT FEES - 02/10/23
850	02/15/2023	Claims	2	EFT	MERCHANT SERVICES	46.81	CREDIT CARD PAYMENTS FEE - 02/13/23
863	02/16/2023	Claims	2	EFT	MERCHANT SERVICES	255.10	CREDIT CARD PAYMENTS FEE - 02/14/2023
886	02/16/2023	Claims	2	EFT	MERCHANT SERVICES	170.65	CREDIT CARD PAYMENTS FEE - 02/16/2023
922	02/21/2023	Claims	2	EFT	MERCHANT SERVICES	49.30	CREDIT CARD PAYMENTS FEE - 02/17 - 02/18/2023
934	02/27/2023	Claims	2	EFT	CENTURY LINK - LD	72.62	LONG DISTANCE - 02/2023
935	02/27/2023	Claims	2	EFT	CENTURY LINK	439.89	CIVIC CENTER PHONE & FAX LINE - 02/2023; FIRE DEPT - 02/2023; SENIOR CENTER - 02/2023
936	02/27/2023	Claims	2	EFT	MISSIONSQUARE RETIREMENT	166.00	ANNUAL PLAN FEE 01/01/2023 - 02/28/2023
937	02/27/2023	Claims	2	EFT	OFFICE DEPOT-CITY HALL	125.39	HP 952 COMBO INK CARTRIDGES - BLACK/CYAN/YELLOW/MAGENTA; FINE POINT SHARPIE PENS
938	02/27/2023	Claims	2	EFT	OFFICE DEPOT-PD	147.02	COPY PAPER
939	02/27/2023	Claims	2	EFT	SPECTRUM ENTERPRISE	120.27	CIVIC CENTER TV SVC - 02/2023
940	02/27/2023	Claims	2	EFT	US BANK CARDMEMBER SVC	7,795.60	MONTHLY DIVIDER TABS; BACKGROUND CHECK; 3 PC REFLECTIVE POLICE PATCHES & REFLECTIVE POLICE PATCHES W/HOOK & LOOP; HOTEL FOR RESIDENT @ 408 W. AHTANUM RD DUE TO CITY SEWER LINE REPAIR; UNIVERSAL BATHRO
941	02/27/2023	Claims	2	EFT	VERIZON WIRELESS - CH #742100945-0001	384.07	CITY HALL CELL SERVICE - 02/2023
942	02/27/2023	Claims	2	EFT	VERIZON WIRELESS - PD2#672326319	440.57	PD MODEMS - 02/2023
943	02/27/2023	Claims	2	106051	AMAZON CAPITAL SERVICES, INC	44.27	ADVIL & TYLENOL
944	02/27/2023	Claims	2	106052	AMERIFUEL	2,402.70	FUEL - 02/01/2023 - 02/16/2023
945	02/27/2023	Claims	2	106053	APEX PLUMBING & MECHANICAL PIPING, LLC	1,897.67	REPLACEMENT OF CHECK 1 & 2 ON FAULTY BACKFLOW IN CIVIC CAMPUS MECHANICAL ROOM
946	02/27/2023	Claims	2	106054	BORARCHITECTURE, PLLC	1,465.85	ARCHITECTURAL SVCS - LIBRARY/COMMUNITY CENTER - 01/2023
947	02/27/2023	Claims	2	106055	JUDY BUSHMAN	150.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL - 02/04/2023
948	02/27/2023	Claims	2	106056	CANON FINACIAL SERVICES	186.28	PD COPIER - 02/2023
949	02/27/2023	Claims	2	106057	CASCADE NATURAL GAS CORP	1,577.51	4401 1/2 MAIN STREET & 4401 MAIN STREET #2 - 01/2023
950	02/27/2023	Claims	2	106058	CENTRAL WA AG MUSEUM	2,111.94	AG MUSEUM UTILITIES - 01/2023
951	02/27/2023	Claims	2	106059	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	SFP SALES/MARKETING - 02/2023

WARRANT/CHECK REGISTER

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952	02/27/2023	Claims	2	106060	CINTAS CORP #605	200.55	CIVIC CENTER & PD MAT SVC - 01/13/2022; CIVIC CENTER & PD MAT SVC - 01/27/2023; CIVIC CENTER & PD MAT SVC - 02/10/2023
953	02/27/2023	Claims	2	106061	CLASSIC CAR WASH	104.50	CAR WASHES - 01/2023
954	02/27/2023	Claims	2	106062	CORE & MAIN LP	372.64	WATER STOCK - 3/4 CPLG FEM FC/CTS QJ
955	02/27/2023	Claims	2	106063	D & G CLEANING,LLC	4,465.00	CIVIC CENTER & PD CLEANING SVC - 01/2023
956	02/27/2023	Claims	2	106064	MARIA DE LOURDES RODRIGUEZ	300.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL - 02/11/2023
957	02/27/2023	Claims	2	106065	DOOLEY ENTERPRISES INC	2,262.98	AMMO - 223 55GR FULL METAL JACKET
958	02/27/2023	Claims	2	106066	EDGE CONSTRUCTION SUPPLY	513.91	UTILITY LOCATE PAINT & 9 VOLT BATTERIES; EAR PLUGS, LATEX GLOVES & JACKSON SMOKE GLASSES
959	02/27/2023	Claims	2	106067	EUROFINS MICROBIOLOGY LABORATOIRES, INC	198.45	Y_DW-COLILERT COMPLIANCE - W.O. #YDB0185 - 02/07/2023
960	02/27/2023	Claims	2	106068	FRANK'S POINT S	27.05	FLAT REPAIR - VEH #2012
961	02/27/2023	Claims	2	106069	FUTURELINK COMMUNICATIONS	1,671.69	CITY HALL/PW/POLICE DEPT MITEL SOFTWARE ASSURANCE RENEWAL - 02/2023-02/2024; REPROGRAM HOW A LINE RINGS IN (509) 248-0432 - RING TO EXT #1002, 1013, 1004 & 1005
962	02/27/2023	Claims	2	106070	G.S. LONG CO., INC.	17,057.77	PURCHASE/RETURN OF WEED SPRAY - PARKS & STREETS
963	02/27/2023	Claims	2	106071	GALLS, LLC	227.06	ADJUSTABLE CITATION CLIPBOARDS - K. MCPHERSON
964	02/27/2023	Claims	2	106072	GENE WEINMANN CONSULTING	160.13	CDBG COORDINATOR, SUPPLIES & POSTAGE
965	02/27/2023	Claims	2	106073	GRANT J HUNT COMPANY	3,750.00	DESIGN & MARKETING - 02/2023
966	02/27/2023	Claims	2	106074	GRAY & OSBORNE, INC.	361.90	PROFESSIONAL ENGINEER SVCS - 01/02/2023 - 01/28/2023 - GOODMAN PL DEVELOPER REVIEW
967	02/27/2023	Claims	2	106075	H.D. FOWLER COMPANY	2,500.48	MAIN VALVE REPAIR KITS FOR 5 1/4" MVO 929 HYDRANTS; WATER SUPPLIES - DRAIN VALVE FACINGS, STAINLESS T-BOLTS W/NUTS & 12" BOLT KITS
968	02/27/2023	Claims	2	106076	HLA ENGINEERING & LAND SURVEYING INC	50,046.60	PROFESSIONAL ENGINEER SERVICES - 01/01/2023 - 01/31/2023
969	02/27/2023	Claims	2	106077	HYUNDAI OF YAKIMA	649.20	REPLACEMENT OF SPARK PLUGS & NUMBER THREE IGIGNITION COIL - VEH #10
970	02/27/2023	Claims	2	106078	INLAND ASPHALT COMPANY	394.04	1910 - COLD MIX MC - 2.90 TONS - 01/31/2023
971	02/27/2023	Claims	2	106079	J. DESIGNS	21.66	FIRE STATION 96 BLIND REPAIR - REPLACEMENT BEAD CHAINS & CHAIN CONNECTORS
972	02/27/2023	Claims	2	106080	J.P. COOKE COMPANY	68.20	ALUMINUM DOG LICENSE TAGS
973	02/27/2023	Claims	2	106081	JAKES CUSTOM TINTING	259.92	SAFETY SECURITY FILM FOR OFFICER SHIELDS

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974	02/27/2023	Claims	2	106082	KITTITAS & YAKIMA VALLEY UC	250.00	WORK RELATED EXAMS 01/11/2023 - H. MASON & R. MCRAE
975	02/27/2023	Claims	2	106083	EVA LAMAS	150.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL - 02/04/2023
976	02/27/2023	Claims	2	106084	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY - 02/2023
977	02/27/2023	Claims	2	106085	MANSFIELD ALARM CO INC	500.54	CIVIC CENTER FIRE ALARM & SECURITY ALARM MONITORING 03/01/2023 - 05/31/2023; FIRE DEPT - 107 W. AHTANUM RD - AES RADIO MONITORING - 03/01/2023 - 05/31/2023
978	02/27/2023	Claims	2	106086	MENKE JACKSON BEYER LLP	1,389.50	GENERAL LEGAL SERVICE - 01/2023
979	02/27/2023	Claims	2	106087	MINUTEMAN PRESS	1,458.16	ENVELOPES; WINDOW ENVELOPES
980	02/27/2023	Claims	2	106088	ROBERT R NORTHCOTT	250.00	PUBLIC DEFENDER
981	02/27/2023	Claims	2	106089	OFFICE SOLUTIONS NORTHWEST	399.01	FYI STAMP, GEL PENS, PAID STAMP & HP 962 XL CYAN/YELLOW/BLACK INK CARTRIDGES; UTILITY BILLING STATEMENT PAPER, HIGHLIGHTERS & COPY PAPER
982	02/27/2023	Claims	2	106090	PACIFIC POWER	26,507.66	FIRE DEPT - 02/2023; CIVIC CAMPUS - 02/2023; LIFT STATIONS - 02/2023; TRAFFIC LIGHTS - 01/2023; WELLS - 01/2023, STREET LIGHTS/BOOSTER PUMPS - 01/2023 & AREA LIGHTS - 01/2023
983	02/27/2023	Claims	2	106091	PEOPLE FOR PEOPLE	1,870.00	SENIOR NUTRITION TEMPORARY SITE MANAGER - 01/2023
984	02/27/2023	Claims	2	106092	PETTY CASH	71.25	REIMBURSE #1923; REIMBURSE #1924; MISC RECEIPTS - 02/2023
985	02/27/2023	Claims	2	106093	QUADIENT FINANCE USA, INC.	1,500.00	POSTAGE - 01/2023 & 02/2023
986	02/27/2023	Claims	2	106094	REPUBLIC PUBLISHING CO	660.80	NOTICE OF CIVIL SERVICE MEETING - 02/06/2023; DETERMINATION OF NON-SIGNIFICANCE - UGMC TITLE 17 EV CHARGING STATION UPDATE; NOTICE OF COMPLETENESS & APPLICATION FOR CLASS 2 REVIEW - RAFAEL FARIAS
987	02/27/2023	Claims	2	106095	KERI & DAMIAN RODRIGUEZ	175.00	YOUTH BARN RENTAL CANCELLATION - 06/24/2023
988	02/27/2023	Claims	2	106096	DON C. SMITH	1,040.00	MASSAGE THERAPY - 09/01/2022, 09/06/2022, 09/08/2022 & 09/15/2022; MASSAGE THERAPY - 09/20/2022, 09/27/2022, 10/06/2022 & 10/11/2022
989	02/27/2023	Claims	2	106097	THE JANITOR'S CLOSET	406.53	CIVICE CENTER SUPPLIES - TOILET PAPER, M-FOLD TOWELS & FACIAL TISSUE
990	02/27/2023	Claims	2	106098	THE REAL YELLOW PAGES	310.55	PARK AD - 02/2023
991	02/27/2023	Claims	2	106099	UNITED STATES POSTMASTER	879.79	UB POSTAGE - 02/2023
992	02/27/2023	Claims	2	106100	VIC'S AUTO & SUPPLY UNION GAP - PD	3.99	RADIO FUSES - VEH #122

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993	02/27/2023	Claims	2	106101	VIC'S AUTO & SUPPLY UNION GAP - PW	178.50	HYDRAULIC OIL - ECONOMY AW32
994	02/27/2023	Claims	2	106102	WA STATE DEPT OF TRANSPORTATION	1,859.32	SIGNAL MAINTENANCE, REPAIR & ADDITIONS - 01/2023
995	02/27/2023	Claims	2	106103	WA STATE TREASURER	14,020.00	CJRS - 01/2023
996	02/27/2023	Claims	2	106104	WELLS FARGO VENDOR FIN SERV	820.81	KYOCERA TASKALFA 6054CI LEASE - 02/2023
997	02/27/2023	Claims	2	106105	YAKIMA CITY TREASURER	760.51	4 AG95 ANTENNAS - RCN
998	02/27/2023	Claims	2	106106	YAKIMA CITY TREASURER	2,326.55	WO #63619 CDW-G - PD/CIVIC CENTER APC SMART UPS
999	02/27/2023	Claims	2	106107	YAKIMA CO AUDITOR	204.50	RELEASE OF CLAIM OF MORTGAGE - SUTHERLAND BUSINESS PARK LLC
1000	02/27/2023	Claims	2	106108	YAKIMA CO DEPT OF CORRECTIONS	35,864.40	INMATE HOUSING & MEDICAL - 01/2023
1001	02/27/2023	Claims	2	106109	YAKIMA CO FINANCIAL SERVICES	475.76	LIQUOR BOARD PROFITS - 4TH QTR 2022
1002	02/27/2023	Claims	2	106110	YAKIMA CO PUBLIC SERVICES	10,759.47	2022 GRAVEL ROAD SURFACE STABILIZATION & 2022 LABOR-PATCHING SHOULDERS
1003	02/27/2023	Claims	2	106111	YAKIMA CO PUBLIC SERVICES	483.45	2022 TRAFFIC SIGN FABRICATION - LABOR/SUPPLIES
1004	02/27/2023	Claims	2	106112	YAKIMA CO TREAS PROSECUTING	697.16	CVC-01/2023
1005	02/27/2023	Claims	2	106113	YAKIMA CO TREASURER	798.42	2023 MOSQUITO ASSESSMENT
1006	02/27/2023	Claims	2	106114	YAKIMA COOPERATIVE ASSN	1,383.89	BULK PROPANE - 306.3000 GAL - ACTIVITIES BLDG & 250.5000 GALLONS - YOUTH PARK E. TANK
1007	02/27/2023	Claims	2	106115	YAKIMA VALLEY CONFERENCE	4,561.06	LAND USE PLANNING & GIS/MAPPING SERVICES -
1008	02/27/2023	Claims	2	106116	YAKIMA VALLEY SPORTS COMMISSION	4,995.00	SCENIC WA MT ADAMS ADVERTISING PKG & SCENIC WA CUSTOM DIGITAL ADVERTISING PKG
1009	02/27/2023	Claims	2	106117	YAKIMA VALLEY TOURISM	19,140.77	3RD & 4TH QTR 2022 TOURISM PROMTION CONTRACT; FACEBOOK ADS & 2023 DOMAIN RENEWAL
1010	02/27/2023	Claims	2	106118	YAKIMA WASTE SYSTEMS INC	709.73	WASTE SERVICE - 01/2023
					001 Current Expense Fund	91,267.33	
					101 Street Fund	39,002.33	
					107 Convention Center Reserve Fund	24,611.94	
					108 Tourism Promotion Area Fund	7,885.77	
					113 Fire Truck Reserve Fund	179.58	
					118 Municipal Capital Improvement Fund	1,465.85	
					120 City Hall Equipment Reserve Fund	2,326.55	
					121 Street Development Reserve Fund	10,086.74	
					123 Criminal Justice Fund	5,356.54	
					128 Transit System Fund	147.72	
					170 Housing Rehabilitation Fund	160.13	
					304 VMB Improvement Fund	7,838.03	
					401 Water Fund	19,843.47	
					402 Garbage Fund	10,327.89	
					403 Sewer Fund	8,020.46	
					404 Water Improvement Reserve	1,309.83	
					405 Sewer Improvement Reserve	32,424.56	
					633 Crime Victims Comp Cnty Share	697.16	
					640 Court Revenue Fund	14,020.00	

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							Claims: 276,971.88
					* Transaction Has Mixed Revenue And Expense Accounts	276,971.88	

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761	02/20/2023	Claims	2	EFT	WA STATE DEPT OF REVENUE	15,744.70	EXCISE TAX - 01/2023
					001 - 511 60 49 10 - EXTERNAL TAXES	-5.25	
					001 - 524 20 49 01 - EXTERNAL TAXES-BUILDING	195.62	
					401 - 534 50 49 01 - EXTERNAL TAXES	4,908.29	
					403 - 535 50 49 02 - EXTERNAL TAXES	2,668.52	
					402 - 537 50 49 01 - EXTERNAL TAXES	7,344.30	
					101 - 542 50 49 01 - EXTERNAL TAXES	437.50	
					001 - 576 80 49 02 - EXTERNAL TAXES	16.14	
					113 - 594 22 64 13 - MACHINERY & EQUIPMENT	179.58	
791	02/10/2023	Claims	2	EFT	MERCHANT SERVICES	550.73	CREDIT CARD PAYMENTS FEE - 02/09/23
					401 - 534 50 49 00 - MISCELLANEOUS	183.58	
					403 - 535 50 49 00 - MISCELLANEOUS	183.58	
					402 - 537 50 49 00 - MISCELLANEOUS	183.57	
810	02/10/2023	Claims	2	EFT	MERCHANT SERVICES	35.47	CREDIT CARD PAYMENTS FEE - 02/10/23
					401 - 534 50 49 00 - MISCELLANEOUS	11.82	
					403 - 535 50 49 00 - MISCELLANEOUS	11.82	
					402 - 537 50 49 00 - MISCELLANEOUS	11.83	
811	02/11/2023	Claims	2	EFT	MERCHANT SERVICES	115.66	CREDIT CARD PAYMENT FEES - 02/10/23
					401 - 534 50 49 00 - MISCELLANEOUS	38.55	
					403 - 535 50 49 00 - MISCELLANEOUS	38.55	
					402 - 537 50 49 00 - MISCELLANEOUS	38.56	
850	02/15/2023	Claims	2	EFT	MERCHANT SERVICES	46.81	CREDIT CARD PAYMENTS FEE - 02/13/23
					401 - 534 50 49 00 - MISCELLANEOUS	15.60	
					403 - 535 50 49 00 - MISCELLANEOUS	15.60	
					402 - 537 50 49 00 - MISCELLANEOUS	15.61	
863	02/16/2023	Claims	2	EFT	MERCHANT SERVICES	255.10	CREDIT CARD PAYMENTS FEE - 02/14/2023
					401 - 534 50 49 00 - MISCELLANEOUS	85.03	
					403 - 535 50 49 00 - MISCELLANEOUS	85.03	
					402 - 537 50 49 00 - MISCELLANEOUS	85.04	
886	02/16/2023	Claims	2	EFT	MERCHANT SERVICES	170.65	CREDIT CARD PAYMENTS FEE - 02/16/2023
					401 - 534 50 49 00 - MISCELLANEOUS	56.88	
					403 - 535 50 49 00 - MISCELLANEOUS	56.88	
					402 - 537 50 49 00 - MISCELLANEOUS	56.89	
922	02/21/2023	Claims	2	EFT	MERCHANT SERVICES	49.30	CREDIT CARD PAYMENTS FEE - 02/17 - 02/18/2023
					401 - 534 50 49 00 - MISCELLANEOUS	16.43	
					403 - 535 50 49 00 - MISCELLANEOUS	16.43	
					402 - 537 50 49 00 - MISCELLANEOUS	16.44	
934	02/27/2023	Claims	2	EFT	CENTURY LINK - LD	72.62	LONG DISTANCE - 02/2023
					001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC	3.66	
					001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN	5.11	
					001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER	4.59	
					001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL	2.22	
					001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL	46.49	
					001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN	2.34	
					401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE	2.13	
					403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEF	1.56	
					402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB	0.16	
					101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	0.29	
					101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	0.78	
					128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN	0.65	
					001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANT	2.03	
					001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK	0.61	

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935	02/27/2023	Claims	2	EFT	CENTURY LINK	439.89	CIVIC CENTER PHONE & FAX LINE - 02/2023; FIRE DEPT - 02/2023; SENIOR CENTER - 02/2023
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			15.18	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			21.17	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			19.03	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			9.21	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			192.74	
			001 - 522 10 42 00 - COMMUNICATION			69.08	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			9.72	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			8.82	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			6.41	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			0.67	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			1.21	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			3.24	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN!			2.71	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLAN!			8.43	
			001 - 571 21 42 00 - COMMUNICATION			69.75	
			001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK			2.52	
936	02/27/2023	Claims	2	EFT	MISSIONSQUARE RETIREMENT	166.00	ANNUAL PLAN FEE 01/01/2023 - 02/28/2023
			001 - 513 10 49 01 - MISCELLANEOUS			166.00	
937	02/27/2023	Claims	2	EFT	OFFICE DEPOT-CITY HALL	125.39	HP 952 COMBO INK CARTRIDGES - BLACK/CYAN/YELLOW/MAGENTA; FINE POINT SHARPIE PENS
			001 - 513 10 31 00 - SUPPLIES			57.44	
			001 - 513 10 31 00 - SUPPLIES			5.26	
			001 - 514 30 31 00 - SUPPLIES			57.43	
			001 - 514 30 31 00 - SUPPLIES			5.26	
938	02/27/2023	Claims	2	EFT	OFFICE DEPOT-PD	147.02	COPY PAPER
			001 - 521 10 31 01 - PD CLERICAL SUPPLIES			147.02	
939	02/27/2023	Claims	2	EFT	SPECTRUM ENTERPRISE	120.27	CIVIC CENTER TV SVC - 02/2023
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			6.06	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			8.46	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			7.60	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			3.68	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			77.00	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			3.88	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			3.52	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			2.57	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			0.27	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			0.48	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			1.29	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN!			1.08	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLAN!			3.37	
			001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK			1.01	
940	02/27/2023	Claims	2	EFT	US BANK CARDMEMBER SVC	7,795.60	MONTHLY DIVIDER TABS; BACKGROUND CHECK; 3 PC REFLECTIVE POLICE PATCHES & REFLECTIVE POLICE PATCHES W/HOOK & LOOP; HOTEL FOR RESIDENT @ 408 W. AHTANUM RD DUE TO CITY SEWER LINE REPAIR; UNIVERSAL BATHRO
			001 - 521 10 21 00 - PD ADMIN UNIFORMS & EQUIP			41.72	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			179.98	
			001 - 521 21 21 00 - INVESTIGATION UNIFORMS & E			41.72	
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			271.18	
			001 - 521 22 31 00 - PATROL SUPPLIES			185.91	
			001 - 521 22 31 00 - PATROL SUPPLIES			82.20	
			001 - 522 50 48 00 - FD FACILITIES - REPAIRS & MAI!			32.45	

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			401 - 534 50 31 00 -		SUPPLIES	13.13	
			401 - 534 50 31 00 -		SUPPLIES	100.95	
			401 - 534 50 49 00 -		MISCELLANEOUS	3.67	
			403 - 535 50 31 00 -		SUPPLIES	13.13	
			403 - 535 50 31 00 -		SUPPLIES	100.95	
			403 - 535 50 49 00 -		MISCELLANEOUS	3.67	
			402 - 537 50 31 00 -		SUPPLIES	13.13	
			402 - 537 50 49 00 -		MISCELLANEOUS	3.66	
			101 - 542 30 31 00 -		SUPPLIES	100.95	
			123 - 594 21 64 23 -		MACHINERY & EQUIPMENT	4,851.58	
			123 - 594 21 64 23 -		MACHINERY & EQUIPMENT	504.96	
			405 - 594 38 64 25 -		AHTANUM/MAIN ST STORMWF	1,250.66	
941	02/27/2023	Claims	2	EFT	VERIZON WIRELESS - CH #742100945-0001	384.07	CITY HALL CELL SERVICE - 02/2023
			001 - 511 60 42 01 -		COMMUNICATION	332.07	
			001 - 513 10 42 01 -		COMMUNICATION	52.00	
942	02/27/2023	Claims	2	EFT	VERIZON WIRELESS - PD2#672326319	440.57	PD MODEMS - 02/2023
			001 - 521 10 42 00 -		PD ADMIN COMMUNICATIONS	440.57	
943	02/27/2023	Claims	2	106051	AMAZON CAPITAL SERVICES, INC	44.27	ADVIL & TYLENOL
			001 - 517 91 31 00 -		SUPPLIES	44.27	
944	02/27/2023	Claims	2	106052	AMERIFUEL	2,402.70	FUEL - 02/01/2023 - 02/16/2023
			001 - 521 10 32 00 -		PD ADMIN FUEL	420.65	
			001 - 521 21 32 00 -		INVESTIGATION FUEL	250.77	
			001 - 521 22 32 00 -		PATROL FUEL	1,731.28	
945	02/27/2023	Claims	2	106053	APEX PLUMBING & MECHANICAL PIPING, LLC	1,897.67	REPLACEMENT OF CHECK 1 & 2 ON FAULTY BACKFLOW IN CIVIC CAMPUS MECHANICAL ROOM
			001 - 513 10 48 00 -		REPAIRS & MAINTENANCE	95.66	
			001 - 514 23 48 00 -		REPAIRS & MAINTENANCE	133.43	
			001 - 514 30 48 00 -		REPAIRS & MAINTENANCE	119.98	
			001 - 515 31 48 00 -		CIVIC CAMPUS MAINTENANCE-	58.05	
			001 - 521 50 48 00 -		PD FACILITIES REPAIRS & MAIN	1,214.89	
			001 - 524 20 48 00 -		REPAIRS & MAINTENANCE-BUII	61.27	
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	55.57	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	40.41	
			402 - 537 50 48 00 -		REPAIRS & MAINTENANCE	4.23	
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	7.64	
			101 - 543 30 48 00 -		REPAIRS & MAINTENANCE	20.41	
			128 - 547 10 48 00 -		REPAIRS & MAINTENANCE	17.08	
			001 - 558 60 48 00 -		REPAIRS & MAINTENANCE	53.15	
			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	15.90	
946	02/27/2023	Claims	2	106054	BORARCHITECTURE, PLLC	1,465.85	ARCHITECTURAL SVCS - LIBRARY/COMMUNITY CENTER - 01/2023
			118 - 594 10 41 18 -		LIBRARY/COMMUNITY CENTER	1,465.85	
947	02/27/2023	Claims	2	106055	JUDY BUSHMAN	150.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL - 02/04/2023
			001 - 582 10 00 03 -		PARK DEPOSIT REFUND	150.00	
948	02/27/2023	Claims	2	106056	CANON FINACIAL SERVICES	186.28	PD COPIER - 02/2023
			001 - 591 21 70 09 -		SBITA TECH LEASE - POLICE	186.28	
949	02/27/2023	Claims	2	106057	CASCADE NATURAL GAS CORP	1,577.51	4401 1/2 MAIN STREET & 4401 MAIN STREET #2 - 01/2023
			403 - 535 50 47 00 -		UTILITIES	336.31	
			402 - 537 50 47 00 -		UTILITIES	1,241.20	

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950	02/27/2023	Claims	2	106058	CENTRAL WA AG MUSEUM	2,111.94	AG MUSEUM UTILITIES - 01/2023
					107 - 571 00 42 00 - COMMUNICATION-AG MUSEUM	174.67	
					107 - 571 00 47 00 - UTILITIES-AG MUSEUM	1,937.27	
951	02/27/2023	Claims	2	106059	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	SFP SALES/MARKETING - 02/2023
					108 - 557 30 44 01 - ADVERTISING-STATE FAIR PARK	2,500.00	
952	02/27/2023	Claims	2	106060	CINTAS CORP #605	200.55	CIVIC CENTER & PD MAT SVC - 01/13/2022; CIVIC CENTER & PD MAT SVC - 01/27/2023; CIVIC CENTER & PD MAT SVC - 02/10/2023
					001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-	3.37	
					001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-	3.37	
					001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-	3.37	
					001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-	4.70	
					001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-	4.70	
					001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-	4.70	
					001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-	4.23	
					001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-	4.23	
					001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-	4.23	
					001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-	4.23	
					001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-	2.05	
					001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-	2.05	
					001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-	2.05	
					001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M	42.80	
					001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M	42.80	
					001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M	42.80	
					001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-	2.16	
					001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-	2.16	
					001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-	2.16	
					401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-	1.96	
					401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-	1.96	
					401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-	1.96	
					403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-	1.41	
					403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-	1.41	
					403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-	1.41	
					402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-	0.15	
					402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-	0.15	
					402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-	0.15	
					101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-	0.27	
					101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-	0.27	
					101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-	0.27	
					101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-	0.72	
					101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-	0.72	
					101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-	0.72	
					128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-	0.60	
					128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-	0.60	
					128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-	0.60	
					001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-	1.87	
					001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-	1.87	
					001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-	1.87	
					001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE	0.56	
					001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE	0.56	
					001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE	0.56	
953	02/27/2023	Claims	2	106061	CLASSIC CAR WASH	104.50	CAR WASHES - 01/2023
					001 - 521 10 48 00 - PD ADMIN REPAIRS & MAINT	5.50	
					001 - 521 22 48 00 - PATROL REPAIRS & MAINT	99.00	
954	02/27/2023	Claims	2	106062	CORE & MAIN LP	372.64	WATER STOCK - 3/4 CPLG FEM FC/CTS QJ
					401 - 534 50 31 00 - SUPPLIES	372.64	

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955	02/27/2023	Claims	2	106063	D & G CLEANING,LLC	4,465.00	CIVIC CENTER & PD CLEANING SVC - 01/2023
					001 - 513 10 41 02 - CIVIC CAMPUS JANITORIAL	225.07	
					001 - 514 23 41 03 - CIVIC CAMPUS JANITORIAL-FIN	313.94	
					001 - 514 30 41 02 - CIVIC CAMPUS JANITORIAL - CL	282.31	
					001 - 515 31 41 05 - CIVIC CAMPUS JANITORIAL -LE	136.59	
					001 - 521 50 41 01 - PD FACILITIES CIVIC CAMPUS J/	2,858.50	
					001 - 524 20 41 02 - CIVIC CAMPUS JANITORIAL-BUI	144.16	
					401 - 534 50 41 03 - CIVIC CAMPUS JANITORIAL-WA	130.74	
					403 - 535 50 41 04 - CIVIC CAMPUS JANITORIAL-SEV	95.09	
					402 - 537 50 41 03 - CIVIC CAMPUS JANITORIAL-GAI	9.95	
					101 - 542 30 41 03 - CIVIC CAMPUS JANITORIAL-STF	17.98	
					101 - 543 30 41 02 - CIVIC CAMPUS JANITORIAL-STF	48.01	
					128 - 547 10 41 03 - CIVIC CAMPUS JANITORIAL-TR/	40.19	
					001 - 558 60 41 02 - CIVIC CAMPUS JANITORIAL-PLA	125.05	
					001 - 576 80 41 02 - CIVIC CAMPUS JANITORIAL-PAF	37.42	
956	02/27/2023	Claims	2	106064	MARIA DE LOURDES RODRIGUEZ	300.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL - 02/11/2023
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	300.00	
957	02/27/2023	Claims	2	106065	DOOLEY ENTERPRISES INC	2,262.98	AMMO - 223 55GR FULL METAL JACKET
					001 - 521 40 31 00 - PD TRAINING SUPPLIES	2,262.98	
958	02/27/2023	Claims	2	106066	EDGE CONSTRUCTION SUPPLY	513.91	UTILITY LOCATE PAINT & 9 VOLT BATTERIES; EAR PLUGS, LATEX GLOVES & JACKSON SMOKE GLASSES
					401 - 534 50 31 00 - SUPPLIES	29.23	
					403 - 535 50 31 00 - SUPPLIES	367.77	
					403 - 535 50 31 00 - SUPPLIES	29.23	
					402 - 537 50 31 00 - SUPPLIES	29.23	
					101 - 542 30 31 00 - SUPPLIES	29.23	
					001 - 576 80 31 00 - SUPPLIES	29.22	
959	02/27/2023	Claims	2	106067	EUROFINS MICROBIOLOGY LABORATOIRES, INC	198.45	Y_DW-COLILERT COMPLIANCE - W.O. #YDB0185 - 02/07/2023
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	198.45	
960	02/27/2023	Claims	2	106068	FRANK'S POINT S	27.05	FLAT REPAIR - VEH #2012
					403 - 531 30 48 00 - STORMWATER REPAIRS & MAINT	25.70	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	1.35	
961	02/27/2023	Claims	2	106069	FUTURELINK COMMUNICATIONS	1,671.69	CITY HALL/PW/POLICE DEPT MITEL SOFTWARE ASSURANCE RENEWAL - 02/2023-02/2024; REPROGRAM HOW A LINE RINGS IN (509) 248-0432 - RING TO EXT #1002, 1013, 1004 & 1005
					001 - 514 23 41 04 - IT SERVICES-FINANCE	81.15	
					001 - 514 30 41 03 - IT SERVICES-CLERK	81.15	
					001 - 591 13 70 09 - SBITA TECH LEASE - EXECUTIVE	100.63	
					001 - 591 14 70 09 - SBITA TECH LEASE - FINANCE	100.63	
					001 - 591 14 77 09 - SBITA TECH LEASE - CLERK	100.63	
					001 - 591 21 70 09 - SBITA TECH LEASE - POLICE	503.13	
					001 - 591 24 70 09 - SBITA TECH LEASE - BUILDING	100.63	
					401 - 591 34 70 09 - SBITA TECH LEASE - WATER	100.63	
					403 - 591 35 70 09 - SBITA TECH LEASE - SEWER	100.63	
					402 - 591 37 70 09 - SBITA TECH LEASE - GARBAGE	100.63	
					101 - 591 43 70 09 - SBITA TECH LEASE - STREET	100.63	
					001 - 591 58 70 09 - SBITA TECH LEASE - PLANNING	100.61	
					001 - 591 76 70 09 - SBITA TECH LEASE - PARKS	100.61	

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962	02/27/2023	Claims	2	106070	G.S. LONG CO., INC.	17,057.77	PURCHASE/RETURN OF WEED SPRAY - PARKS & STREETS
					101 - 542 70 31 00 - SUPPLIES	22,916.58	
					101 - 542 70 31 00 - SUPPLIES	-7,977.63	
					001 - 576 80 31 00 - SUPPLIES	3,630.59	
					001 - 576 80 31 00 - SUPPLIES	-1,511.77	
963	02/27/2023	Claims	2	106071	GALLS, LLC	227.06	ADJUSTABLE CITATION CLIPBOARDS - K. MCPHERSON
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	164.41	
					001 - 521 22 31 00 - PATROL SUPPLIES	62.65	
964	02/27/2023	Claims	2	106072	GENE WEINMANN CONSULTING	160.13	CDBG COORDINATOR, SUPPLIES & POSTAGE
					170 - 559 30 31 00 - SUPPLIES	36.38	
					170 - 559 30 41 01 - PROFESSIONAL SERVICES - HOL	123.75	
965	02/27/2023	Claims	2	106073	GRANT J HUNT COMPANY	3,750.00	DESIGN & MARKETING - 02/2023
					107 - 557 30 41 01 - PROF SERVICES-GRANT J HUNT	3,750.00	
966	02/27/2023	Claims	2	106074	GRAY & OSBORNE, INC.	361.90	PROFESSIONAL ENGINEER SVCS - 01/02/2023 - 01/28/2023 - GOODMAN PL DEVELOPER REVIEW
					405 - 594 41 10 49 - PROF SERVICES-GOODMAN RD	361.90	
967	02/27/2023	Claims	2	106075	H.D. FOWLER COMPANY	2,500.48	MAIN VALVE REPAIR KITS FOR 5 1/4" MVO 929 HYDRANTS; WATER SUPPLIES - DRAIN VALVE FACINGS, STAINLESS T-BOLTS W/NUTS & 12" BOLT KITS
					401 - 534 50 31 00 - SUPPLIES	1,598.07	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	902.41	
968	02/27/2023	Claims	2	106076	HLA ENGINEERING & LAND SURVEYING INC	50,046.60	PROFESSIONAL ENGINEER SERVICES - 01/01/2023 - 01/31/2023
					404 - 534 50 49 49 - MISCELLANEOUS-WATER RIGHT	1,309.83	
					405 - 594 35 41 50 - S BROADWAY WA/SE COLLECTI	172.00	
					405 - 594 35 41 54 - BELTWAY SEWER EXT-PE	30,640.00	
					304 - 595 10 41 02 - VMB - ENGINEERING/PROF. SEF	7,838.03	
					121 - 595 10 41 55 - LONGFIBRE RD RESURFACING-F	3,590.00	
					121 - 595 30 64 08 - W. AHTANUM RD-GOODMAN 1	6,496.74	
969	02/27/2023	Claims	2	106077	HYUNDAI OF YAKIMA	649.20	REPLACEMENT OF SPARK PLUGS & NUMBER THREE IGNITION COIL - VEH #10
					001 - 521 22 48 00 - PATROL REPAIRS & MAINT	649.20	
970	02/27/2023	Claims	2	106078	INLAND ASPHALT COMPANY	394.04	1910 - COLD MIX MC - 2.90 TONS - 01/31/2023
					101 - 542 30 31 00 - SUPPLIES	394.04	
971	02/27/2023	Claims	2	106079	J. DESIGNS	21.66	FIRE STATION 96 BLIND REPAIR - REPLACEMENT BEAD CHAINS & CHAIN CONNECTORS
					001 - 522 50 48 00 - FD FACILITIES - REPAIRS & MAI	21.66	
972	02/27/2023	Claims	2	106080	J.P. COOKE COMPANY	68.20	ALUMINUM DOG LICENSE TAGS
					001 - 554 30 31 00 - SUPPLIES - ANIMAL CONTROL	68.20	
973	02/27/2023	Claims	2	106081	JAKES CUSTOM TINTING	259.92	SAFETY SECURITY FILM FOR OFFICER SHIELDS
					001 - 521 22 41 00 - PATROL PROFESSIONAL SERVIC	259.92	
974	02/27/2023	Claims	2	106082	KITTITAS & YAKIMA VALLEY UC	250.00	WORK RELATED EXAMS 01/11/2023 - H7MASON & R. MCRAE
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	41.67	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	41.67	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	62.50	

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			101 - 542 30 41 00 -		PROFESSIONAL SERVICES	41.66	
			128 - 547 10 41 00 -		PROFESSIONAL SERVICES	62.50	
975	02/27/2023	Claims	2	106083	EVA LAMAS	150.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL - 02/04/2023
			001 - 582 10 00 03 -		PARK DEPOSIT REFUND	150.00	
976	02/27/2023	Claims	2	106084	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY - 02/2023
			001 - 515 31 41 02 -		LEGAL SERVICES - PROS. ATTN	14,500.00	
977	02/27/2023	Claims	2	106085	MANSFIELD ALARM CO INC	500.54	CIVIC CENTER FIRE ALARM & SECURITY ALARM MONITORING 03/01/2023 - 05/31/2023; FIRE DEPT - 107 W. AHTANUM RD - AES RADIO MONITORING - 03/01/2023 - 05/31/2023
			001 - 513 10 48 01 -		CIVIC CAMPUS MAINTENANCE-	12.96	
			001 - 514 23 48 01 -		CIVIC CAMPUS MAINTENANCE-	18.08	
			001 - 514 30 48 01 -		CIVIC CAMPUS MAINTENANCE-	16.25	
			001 - 515 31 48 00 -		CIVIC CAMPUS MAINTENANCE-	7.86	
			001 - 521 50 48 01 -		PD FACILITIES CIVIC CAMPUS M	164.58	
			001 - 522 50 41 00 -		FD FACILITIES - PROFESSIONAL	243.46	
			001 - 524 20 48 01 -		CIVIC CAMPUS MAINTENANCE-	8.30	
			401 - 534 50 48 01 -		CIVIC CAMPUS MAINTENANCE-	7.53	
			403 - 535 50 48 01 -		CIVIC CAMPUS MAINTENANCE-	5.49	
			402 - 537 50 48 01 -		CIVIC CAMPUS MAINTENANCE-	0.57	
			101 - 542 30 48 01 -		CIVIC CAMPUS MAINTENANCE-	1.04	
			101 - 543 30 48 01 -		CIVIC CAMPUS MAINTENANCE-	2.76	
			128 - 547 10 48 01 -		CIVIC CAMPUS MAINTENANCE-	2.31	
			001 - 558 60 48 01 -		CIVIC CAMPUS MAINTENANCE-	7.20	
			001 - 576 80 48 01 -		CIVIC CAMPUS MAINTENANCE	2.15	
978	02/27/2023	Claims	2	106086	MENKE JACKSON BEYER LLP	1,389.50	GENERAL LEGAL SERVICE - 01/2023
			001 - 515 41 41 00 -		EXTERNAL LEGAL SERVICES	1,389.50	
979	02/27/2023	Claims	2	106087	MINUTEMAN PRESS	1,458.16	ENVELOPES; WINDOW ENVELOPES
			001 - 514 23 31 00 -		SUPPLIES	143.18	
			001 - 514 23 31 00 -		SUPPLIES	585.91	
			001 - 514 30 31 00 -		SUPPLIES	143.17	
			001 - 514 30 31 00 -		SUPPLIES	585.90	
980	02/27/2023	Claims	2	106088	ROBERT R NORTHCOTT	250.00	PUBLIC DEFENDER
			001 - 515 91 41 03 -		LEGAL SERVICES-PUBLIC DEFEN	250.00	
981	02/27/2023	Claims	2	106089	OFFICE SOLUTIONS NORTHWEST	399.01	FYI STAMP, GEL PENS, PAID STAMP & HP 962 XL CYAN/YELLOW/BLACK INK CARTRIDGES; UTILITY BILLING STATEMENT PAPER, HIGHLIGHTERS & COPY PAPER
			001 - 511 60 31 01 -		SUPPLIES	0.15	
			001 - 513 10 31 00 -		SUPPLIES	1.54	
			001 - 514 23 31 00 -		SUPPLIES	15.95	
			001 - 514 23 31 00 -		SUPPLIES	9.14	
			001 - 514 23 31 00 -		SUPPLIES	11.35	
			001 - 514 23 31 00 -		SUPPLIES	130.52	
			001 - 514 23 31 00 -		SUPPLIES	10.92	
			001 - 514 30 31 00 -		SUPPLIES	15.95	
			001 - 514 30 31 00 -		SUPPLIES	9.13	
			001 - 514 30 31 00 -		SUPPLIES	11.35	
			001 - 514 30 31 00 -		SUPPLIES	23.15	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	0.28	
			001 - 524 20 31 00 -		SUPPLIES-BUILDING	14.96	
			401 - 534 50 31 00 -		SUPPLIES	3.65	
			401 - 534 50 31 00 -		SUPPLIES	41.46	

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			401 - 534 50 31 00 -		SUPPLIES	0.62	
			403 - 535 50 31 00 -		SUPPLIES	3.65	
			403 - 535 50 31 00 -		SUPPLIES	41.46	
			403 - 535 50 31 00 -		SUPPLIES	0.62	
			402 - 537 50 31 00 -		SUPPLIES	3.65	
			402 - 537 50 31 00 -		SUPPLIES	41.45	
			402 - 537 50 31 00 -		SUPPLIES	0.62	
			101 - 542 30 31 00 -		SUPPLIES	3.65	
			001 - 576 80 31 00 -		SUPPLIES	3.66	
			001 - 576 80 31 00 -		SUPPLIES	0.13	
982	02/27/2023	Claims	2	106090	PACIFIC POWER	26,507.66	FIRE DEPT - 02/2023; CIVIC CAMPUS - 02/2023; LIFT STATIONS - 02/2023; TRAFFIC LIGHTS - 01/2023; WELLS - 01/2023, STREET LIGHTS/BOOSTER PUMPS - 01/2023 & AREA LIGHTS - 01/2023
			001 - 513 10 47 00 -		CIVIC CAMPUS UTILITIES - EXEC	88.14	
			001 - 514 23 47 00 -		CIVIC CAMPUS UTILITIES-FINAN	122.94	
			001 - 514 30 47 00 -		CIVIC CAMPUS UTILITIES - CLER	110.55	
			001 - 515 31 47 00 -		CIVIC CAMPUS UTILITIES-LEGAL	53.49	
			001 - 521 50 47 00 -		PD FACILITIES CIVIC CAMP UTIL	1,119.41	
			001 - 522 50 47 00 -		FD FACILITIES - UTILITIES	610.55	
			001 - 524 10 47 01 -		CIVIC CAMPUS UTILITY-BUILDIN	56.45	
			401 - 534 50 47 00 -		UTILITIES	9,829.62	
			401 - 534 50 47 00 -		UTILITIES	663.72	
			401 - 534 50 47 01 -		CIVIC CAMPUS UTILITIES-WATE	51.20	
			403 - 535 50 47 00 -		UTILITIES	3,124.38	
			403 - 535 50 47 01 -		CIVIC CAMPUS UTILITIES-SEWEI	37.24	
			402 - 537 50 47 01 -		CIVIC CAMPUS UTILITES - GARB	3.90	
			101 - 542 30 47 01 -		CIVIC CAMPUS UTILITIES-STREE	7.04	
			101 - 542 63 47 00 -		UTILITIES	7,272.36	
			101 - 542 63 47 00 -		UTILITIES	839.03	
			101 - 542 64 47 00 -		UTILITIES	768.02	
			101 - 543 30 47 01 -		CIVIC CAMPUS UTILITIES-STREE	18.80	
			128 - 547 10 47 01 -		CIVIC CAMPUS UTILITIES-TRAN!	15.74	
			001 - 558 60 47 01 -		CIVIC CAMPUS UTILITIES-PLAN!	48.97	
			001 - 576 80 47 00 -		UTILITIES	1,651.46	
			001 - 576 80 47 01 -		CIVIC CAMPUS U TILITIES-PARK	14.65	
983	02/27/2023	Claims	2	106091	PEOPLE FOR PEOPLE	1,870.00	SENIOR NUTRITION TEMPORARY SITE MANAGER - 01/2023
			001 - 571 21 41 00 -		PROF SERVICES - PEOPLE FOR P	1,870.00	
984	02/27/2023	Claims	2	106092	PETTY CASH	71.25	REIMBURSE #1923; REIMBURSE #1924; MISC RECEIPTS - 02/2023
			001 - 511 60 49 00 -		MISCELLANEOUS	30.00	
			001 - 514 23 31 00 -		SUPPLIES	11.25	
			401 - 534 50 49 00 -		MISCELLANEOUS	10.00	
			403 - 535 50 49 00 -		MISCELLANEOUS	10.00	
			402 - 537 50 49 00 -		MISCELLANEOUS	10.00	
985	02/27/2023	Claims	2	106093	QUADIENT FINANCE USA, INC.	1,500.00	POSTAGE - 01/2023 & 02/2023
			001 - 514 23 42 00 -		COMMUNICATIONS	1,143.25	
			001 - 514 30 42 00 -		COMMUNICATIONS	276.01	
			001 - 521 10 42 00 -		PD ADMIN COMMUNICATIONS	23.47	
			001 - 521 10 42 00 -		PD ADMIN COMMUNICATIONS	11.04	
			001 - 524 20 42 00 -		COMMUNICATION-BUILDING	41.31	
			401 - 534 50 42 00 -		COMMUNICATION	1.64	
			403 - 535 50 42 00 -		COMMUNICATION	1.64	
			402 - 537 50 42 00 -		COMMUNICATION	1.64	

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986	02/27/2023	Claims	2	106094	REPUBLIC PUBLISHING CO	660.80	NOTICE OF CIVIL SERVICE MEETING - 02/06/2023; DETERMINATION OF NON-SIGNIFICANCE - UGMC TITLE 17 EV CHARGING STATION UPDATE; NOTICE OF COMPLETENESS & APPLICATION FOR CLASS 2 REVIEW - RAFAEL FARIAS
					001 - 521 10 44 00 - PD ADMIN ADVERTISING	84.00	
					001 - 558 60 44 00 - ADVERTISING	375.20	
					001 - 558 60 44 00 - ADVERTISING	201.60	
987	02/27/2023	Claims	2	106095	KERI & DAMIAN RODRIGUEZ	175.00	YOUTH BARN RENTAL CANCELLATION - 06/24/2023
					001 - 362 00 00 02 - PARK RENTAL FEES	-175.00	
988	02/27/2023	Claims	2	106096	DON C. SMITH	1,040.00	MASSAGE THERAPY - 09/01/2022, 09/06/2022, 09/08/2022 & 09/15/2022; MASSAGE THERAPY - 09/20/2022, 09/27/2022, 10/06/2022 & 10/11/2022
					001 - 521 10 22 00 - LEOFF 1 BENEFITS	520.00	
					001 - 521 10 22 00 - LEOFF 1 BENEFITS	520.00	
989	02/27/2023	Claims	2	106097	THE JANITOR'S CLOSET	406.53	CIVIC CENTER SUPPLIES - TOILET PAPER, M-FOLD TOWELS & FACIAL TISSUE
					001 - 513 10 41 02 - CIVIC CAMPUS JANITORIAL	20.49	
					001 - 514 23 41 03 - CIVIC CAMPUS JANITORIAL-FIN	28.58	
					001 - 514 30 41 02 - CIVIC CAMPUS JANITORIAL - CI	25.70	
					001 - 515 31 41 05 - CIVIC CAMPUS JANITORIAL -LE	12.44	
					001 - 521 50 41 01 - PD FACILITIES CIVIC CAMPUS J/	260.26	
					001 - 524 20 41 02 - CIVIC CAMPUS JANITORIAL-BUI	13.13	
					401 - 534 50 41 03 - CIVIC CAMPUS JANITORIAL-WA	11.90	
					403 - 535 50 41 04 - CIVIC CAMPUS JANITORIAL-SEV	8.65	
					402 - 537 50 41 03 - CIVIC CAMPUS JANITORIAL-GAI	0.91	
					101 - 542 30 41 03 - CIVIC CAMPUS JANITORIAL-STF	1.64	
					101 - 543 30 41 02 - CIVIC CAMPUS JANITORIAL-STF	4.37	
					128 - 547 10 41 03 - CIVIC CAMPUS JANITORIAL-TR/	3.66	
					001 - 558 60 41 02 - CIVIC CAMPUS JANITORIAL-PLA	11.39	
					001 - 576 80 41 02 - CIVIC CAMPUS JANITORIAL-PAF	3.41	
990	02/27/2023	Claims	2	106098	THE REAL YELLOW PAGES	310.55	PARK AD - 02/2023
					001 - 576 80 44 00 - ADVERTISING	310.55	
991	02/27/2023	Claims	2	106099	UNITED STATES POSTMASTER	879.79	UB POSTAGE - 02/2023
					401 - 534 50 42 00 - COMMUNICATION	293.26	
					403 - 535 50 42 00 - COMMUNICATION	293.26	
					402 - 537 50 42 00 - COMMUNICATION	293.27	
992	02/27/2023	Claims	2	106100	VIC'S AUTO & SUPPLY UNION GAP - PD	3.99	RADIO FUSES - VEH #122
					001 - 521 22 48 00 - PATROL REPAIRS & MAINT	3.99	
993	02/27/2023	Claims	2	106101	VIC'S AUTO & SUPPLY UNION GAP - PW	178.50	HYDRAULIC OIL - ECONOMY AW32
					401 - 534 50 31 00 - SUPPLIES	35.70	
					403 - 535 50 31 00 - SUPPLIES	35.70	
					402 - 537 50 31 00 - SUPPLIES	35.70	
					101 - 542 30 31 00 - SUPPLIES	35.70	
					001 - 576 80 31 00 - SUPPLIES	35.70	
994	02/27/2023	Claims	2	106102	WA STATE DEPT OF TRANSPORTATION	1,859.32	SIGNAL MAINTENANCE, REPAIR & ADDITIONS - 01/2023
					101 - 542 64 41 00 - INTERGOVERNMENTAL PROFES	1,859.32	
995	02/27/2023	Claims	2	106103	WA STATE TREASURER	14,020.00	CJRS - 01/2023

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			640 - 586 00 09 01		SCH ZONE SAFETY ST SHARE	504.43	
			640 - 586 00 13 01		AUTO THEFT PREVENTION	767.09	
			640 - 586 00 26 01		DOL TECH SUPPORT	139.99	
			640 - 589 30 04 01		PSEA 1 STATE SHARE	5,897.76	
			640 - 589 30 05 01		PSEA 2 STATE SHARE	3,561.61	
			640 - 589 30 06 01		PSEA 3 STATE SHARE	105.35	
			640 - 589 30 07 01		CRIME LAB/BREATH ST SHARE	49.40	
			640 - 589 30 08 01		JIS STATE SHARE	2,257.86	
			640 - 589 30 10 01		TRAUMA CARE STATE SHARE	736.51	
996	02/27/2023	Claims	2	106104	WELLS FARGO VENDOR FIN SERV	820.81	KYOCERA TASKALFA 6054CI LEASE - 02/2023
			001 - 591 11 70 09		SBITA TECH LEASE - LEGISLATIV	2.42	
			001 - 591 13 70 09		SBITA TECH LEASE - EXECUTIVE	16.61	
			001 - 591 14 70 09		SBITA TECH LEASE - FINANCE	367.02	
			001 - 591 14 77 09		SBITA TECH LEASE - CLERK	154.63	
			001 - 591 17 70 09		SBITA TECH LEASE - WELLNESS	0.04	
			001 - 591 21 70 09		SBITA TECH LEASE - POLICE	4.63	
			001 - 591 24 70 09		SBITA TECH LEASE - BUILDING	248.83	
			401 - 591 34 70 09		SBITA TECH LEASE - WATER	8.13	
			403 - 591 35 70 09		SBITA TECH LEASE - SEWER	8.13	
			402 - 591 37 70 09		SBITA TECH LEASE - GARBAGE	8.13	
			001 - 591 76 70 09		SBITA TECH LEASE - PARKS	2.24	
997	02/27/2023	Claims	2	106105	YAKIMA CITY TREASURER	760.51	4 AG95 ANTENNAS - RCN
			001 - 521 22 48 00		PATROL REPAIRS & MAINT	760.51	
998	02/27/2023	Claims	2	106106	YAKIMA CITY TREASURER	2,326.55	WO #63619 CDW-G - PD/CIVIC CENTER APC SMART UPS
			120 - 594 14 64 00		COMPUTERS & EQUIPMENT	2,326.55	
999	02/27/2023	Claims	2	106107	YAKIMA CO AUDITOR	204.50	RELEASE OF CLAIM OF MORTGAGE - SUTHERLAND BUSINESS PARK LLC
			403 - 531 30 49 00		STORMWATER-MISCELLANEOU	204.50	
1000	02/27/2023	Claims	2	106108	YAKIMA CO DEPT OF CORRECTIONS	35,864.40	INMATE HOUSING & MEDICAL - 01/2023
			001 - 523 20 41 04		DETENTION & CORRECTION CC	38,540.03	
			001 - 523 20 41 07		DETENTION & CORRECTION-MI	948.15	
			001 - 523 20 41 07		DETENTION & CORRECTION-MI	-3,623.78	
1001	02/27/2023	Claims	2	106109	YAKIMA CO FINANCIAL SERVICES	475.76	LIQUOR BOARD PROFITS - 4TH QTR 2022
			001 - 562 00 49 00		2% ALCOHOL DISTRIBUTION	475.76	
1002	02/27/2023	Claims	2	106110	YAKIMA CO PUBLIC SERVICES	10,759.47	2022 GRAVEL ROAD SURFACE STABILIZATION & 2022 LABOR-PATCHING SHOULDERS
			101 - 542 30 41 00		PROFESSIONAL SERVICES	5,105.40	
			101 - 542 70 41 00		PROFESSIONAL SERVICES	5,654.07	
1003	02/27/2023	Claims	2	106111	YAKIMA CO PUBLIC SERVICES	483.45	2022 TRAFFIC SIGN FABRICATION - LABOR/SUPPLIES
			101 - 542 64 41 00		INTERGOVERNMENTAL PROFES	483.45	
1004	02/27/2023	Claims	2	106112	YAKIMA CO TREAS PROSECUTING	697.16	CVC-01/2023
			633 - 586 00 00 00		CRIME VICTIMS COMP CNTY SF	697.16	
1005	02/27/2023	Claims	2	106113	YAKIMA CO TREASURER	798.42	2023 MOSQUITO ASSESSMENT
			101 - 543 30 49 00		MISCELLANEOUS	798.42	
1006	02/27/2023	Claims	2	106114	YAKIMA COOPERATIVE ASSN	1,383.89	BULK PROPANE - 306.3000 GAL - ACTIVITIES BLDG & 250.5000 GALLONS - YOUTH PARK E. TANK

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			001 - 576 80 32 00 - FUEL			1,383.89	
1007	02/27/2023	Claims	2	106115	YAKIMA VALLEY CONFERENCE	4,561.06	LAND USE PLANNING & GIS/MAPPING SERVICES - 01/2023
			001 - 558 60 41 01 - INTERGOVERNMENTAL PROFES			4,561.06	
1008	02/27/2023	Claims	2	106116	YAKIMA VALLEY SPORTS COMMISSION	4,995.00	SCENIC WA MT ADAMS ADVERTISING PKG & SCENIC WA CUSTOM DIGITAL ADVERTISING
			108 - 557 30 44 13 - ADVERTISING-SPORTS COMM			4,995.00	
1009	02/27/2023	Claims	2	106117	YAKIMA VALLEY TOURISM	19,140.77	3RD & 4TH QTR 2022 TOURISM PROMTION CONTRACT; FACEBOOK ADS & 2023 DOMAIN RENEWAL
			107 - 557 30 41 00 - YAKIMA VALLEY TOURISM			18,750.00	
			108 - 557 30 44 08 - ADVERTISING-YAK VALLEY TOU			390.77	
1010	02/27/2023	Claims	2	106118	YAKIMA WASTE SYSTEMS INC	709.73	WASTE SERVICE - 01/2023
			402 - 537 60 49 00 - CONTRACTED SERVICES			709.73	
						91,267.33	
						39,002.33	
						24,611.94	
						7,885.77	
						179.58	
						1,465.85	
						2,326.55	
						10,086.74	
						5,356.54	
						147.72	
						160.13	
						7,838.03	
						19,843.47	
						10,327.89	
						8,020.46	
						1,309.83	
						32,424.56	
						697.16	
						14,020.00	
						Claims:	276,971.88
* Transaction Has Mixed Revenue And Expense Accounts						276,971.88	