

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

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

A. Approval of Minutes:

Regular Council Meeting Minutes, dated May 12th, 2014, As attached to the Agenda and maintained in electronic format;

B. Approve Vouchers:

Claims Vouchers – EFT's and Voucher Nos. 87860 through 87922 for May 27, 2014, in the amount of \$156,894.74;

Petty Cash – Check Nos. 1819 through 1821 for March 2014 through April 2014, in the amount of \$320.00;

Advance Travel – Check Nos. 1219 through 1227 for March 2014 through March 2014, in the amount of \$4,637.09.

III. ITEMS FROM THE AUDIENCE: - First Opportunity -The City Council will allow comments under this section on items NOT already on the agenda. Where appropriate, the public will be allowed to comment on agenda items as they are addressed during the meeting. Please signal staff or the chair if you wish to take advantage of this opportunity. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record.

IV. PUBLIC HEARING

Marijuana Moratorium

V. GENERAL ITEMS

Public Works/Community Development

1. Marijuana;
2. Resolution No. - _____ Transit Contract;
3. Tony Hawk Foundation Grant Application.

VI. 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.

VII. CITY MANAGER REPORT

VIII. COMMUNICATIONS/QUESTIONS/COMMENTS

IX. DEVELOPMENT OF NEXT AGENDA

X. ADJOURN REGULAR MEETING.

PUBLIC HEARING
MARIJUANA MORATORIUM



City Council Communication

Meeting Date: May 27, 2014
From: David Spurlock; Deputy Director of Public Works & Community Development
Topic/Issue: Marijuana

SYNOPSIS: The Union Gap Planning commission has prepared a draft ordinance creating a new chapter 17.29 in the Union Gap Municipal Code (UGMC), along with proposed amendments to table 17.04.030 permitted Land Uses to establish zoning regulations that provide for marijuana businesses allowed under a voter-approved statewide initiative (Initiative 502), now codified in Title 69 RCW, and subject to requirements of Chapter 314-55 WAC. The draft ordinance prepared by planning commission is in compliance with I-502 and the Liquor Control Boards rules, with the addition of an additional buffer of 1,000 feet of residential zoned properties.

RECOMMENDATION: Adopt recommended ordinance from planning commission.

LEGAL REVIEW: City attorney has reviewed draft ordinance

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

- January 27, 2014 council adopted a moratorium to provide the City with additional time to study and analyze the impacts of permitting collective gardens, producer, processors, and retailers of marijuana within the City and to consider its comprehensive planning and development regulations concerning such land uses.
- February 4, 2014 Planning Commission held a special meeting to review draft ordinance prepared by staff, took public comment from those present, directed staff to start Notice of Intent and SEPA process.
- February 5, 2014 Notice of intent to adopt (60-day notice) to Department of Commerce for Growth management Compliance.
- February 11, 2014 SEPA Determination of Non-Significance issued
- February 25, 2014 Public testimony taken at Public Hearing before Planning Commission



City Council Communication

- March 25, 2014 the Planning Commission moved to forward the draft ordinance to Council with a recommendation of approval
- On April 14, council discussed a draft ordinance and planning commission recommendation creating a new chapter 17.29 in the Union Gap Municipal Code (UGMC), along with proposed amendments to table 17.04.030 permitted Land Uses to establish zoning regulation.
- On April 28, 2014 the Council extended the moratorium and directed staff to develop an ordinance banning the production, processing and retail outlets of medical and recreational marijuana within the City of Union Gap.
- On May 12, 2014 the Council voted down an ordinance prohibiting production, processing and retail outlets and sales of recreational and medical marijuana in all zoning designations within the City of Union Gap.

ADDITIONAL OPTIONS: Revise/amend and adopt recommended ordinance or send back to planning commission for additional review and/or revisions and extend moratorium.

ATTACHMENTS:

1. Ordinance – Moratorium
2. Ordinance - Creating new chapter 17.29 of the UGMC;
3. Maps showing buffers under I-502 and with additional buffer proposed by planning commission.

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE of the City of Union Gap, Washington, establishing a two month moratorium on the filing of applications for development permits and licensing for the production, processing, or dispensing of cannabis or cannabis products within the City limits; declaring an emergency; requiring a public hearing be set; establishing an effective date; and providing for severability.

WHEREAS, the State Legislature adopted ESSB 5073, Medical Cannabis, which provided some additional civil protections for medical marijuana patients, which provided that “dispensaries” are not permitted, which provided for marijuana production in the form of a collective garden that can serve up to 10 qualified patients and can have up to 15 plants per patient, but no more than 45 plants and no more than 24 ounces of useable cannabis per patient or up to a total of 72 ounces; which provided that only qualified patients may participate in or receive cannabis from a collective garden, which provided that cities are allowed to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes on the production, processing, and dispensing of cannabis, and which provided that there is immunity from civil and criminal liability for actions taken by cities and their employees who in good faith and within the scope of their duties attempt to comply with the provisions of the new law;

WHEREAS, the citizens of the State passed Initiative 502 which legalizes marijuana for personal use and possession by persons over the age of 21 with certain limitations, and which provides that private stores, producers, and processors are to be regulated by the State Liquor Control Board;

WHEREAS, there continues to be uncertainty regarding how these laws will be implemented and concerning the interplay between these laws and more restrictive federal laws;

WHEREAS, it appears that the State Liquor Control Board has now promulgated rules and regulations concerning I-502;

WHEREAS, the City of Union Gap has adopted a Comprehensive Plan in compliance with the Growth Management Act;

WHEREAS, the City has adopted a Zoning Code and development regulations that are consistent with the Comprehensive Plan;

WHEREAS, most types of land uses are identified and provided for in the City's Zoning Code;

WHEREAS, the production, processing, and dispensing of cannabis (both in terms of medical marijuana collective gardens, and in terms of I-502 dispensaries) are not addressed in the City's Comprehensive Plan, Zoning Code, or development regulations;

WHEREAS, the City desired to ensure that the location of such uses is consistent with its policies and purposes embodied in its Comprehensive Plan, Zoning Code, and development regulations;

WHEREAS, the City also wished to ensure public input on these issues;

WHEREAS, the City desired to preserve the status quo during a period of time in which it can study such land uses and address the same;

WHEREAS, the City has established a system of business licensing;

WHEREAS, the licensing, health and safety requirements, and business taxes on the production, processing, and dispensing of cannabis is not provided for within the City's code;

WHEREAS, it was the desire of the City to study the licensing, health and safety requirements, and business taxes on the production, processing, and dispensing of cannabis;

WHEREAS, it was the desire of the City to preserve the status quo during its time of study by establishing a moratorium on the filing of applications for development permits and the filing of applications for City business licenses for the production, processing, and dispensing of cannabis;

WHEREAS, thereafter, the City initially considered banning the production, processing, dispensing and sale of marijuana within the City limits but, at a City Council meeting held on May 5, 2014 decided to instead permit the same but under specific zoning criterion;

WHEREAS, the City now requires additional time in which to develop an ordinance addressing the production, processing, dispensing and sale of marijuana consistent with the position the Council took on May 5, 2014;

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

Section 1. Findings of Fact. The "WHEREAS" clauses, above, are hereby adopted as the City Council's Findings of Fact and are by this reference incorporated herein as if set forth in their entirety.

Section 2. Moratorium Established. A moratorium is hereby established effective immediately upon adoption of this Ordinance, upon the filing of applications for business licenses, building permits, development permits or any other permits or approvals for the production, processing, and dispensing of cannabis as contemplated by ESSB 5073 or I-502. "Development permits" shall include, but are not limited to, subdivision approvals, short subdivision approvals, approvals for any and all rezones, site plan review approvals, and building permits for development activity resulting in the alteration of existing premises or the creation of new premises related to the production, processing, and dispensing of cannabis as contemplated by ESSB 5073 or I-502. No such applications shall be accepted during the effective period of this moratorium. To the extent that an applicant for any of the aforementioned permits or

approvals has received licensure by the State prior to the adoption of this moratorium, the moratorium will have no effect on that license, but said applicant will nevertheless be required to comply with any zoning, development regulations, or other licensing requirements created by the City and duly adopted during the pendency of this moratorium, to the extent that such zoning, development regulations, or licensing provisions are not otherwise pre-empted by state law or legally impermissible.

Section 3. Effective Period of Moratorium. The moratorium established by this Ordinance shall become effective immediately and shall continue in effect for two months thereafter unless repealed, renewed or modified by the City Council after a subsequent public hearing and entry of findings of fact.

Section 4. Work Program. The City Manager is authorized to allocate the necessary resources to prepare a work program to address issues related to the production, processing, and dispensing of cannabis as contemplated by ESSB 5073 and I-502 and to develop appropriate proposals for amendment of the Union Gap Comprehensive Plan, Zoning Code and other development regulations, and licensing regulations, as may be necessary.

Section 5. Public Hearing to be Held. A public hearing on the issue of the moratorium shall be held no later than sixty (60) days after the date of adoption herein. The City Clerk shall establish the public hearing date and provide notice of the same.

Section 6. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. Effective Date. This ordinance shall be effective immediately upon adoption as an "emergency ordinance" designed to protect public health and safety, public property, or the public peace.

ORDAINED this 27th day of May, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert Noe, City Attorney

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

**AN ORDINANCE OF THE CITY OF UNION GAP, WASHINGTON, ESTABLISHING
ZONING REGULATIONS TO IMPLEMENT INITIATIVE 502 AND CHAPTER 314-55
WAC FOR ANY MARIJUANA BUSINESSES BY ADDING A NEW CHAPTER 17.29
AND MODIFYING TABLE 17.040.030 WITHIN THE UNION GAP MUNICIPAL CODE**

WHEREAS, Initiative 502 regarding marijuana was approved by the voters of Washington State in 2012; and

WHEREAS, Initiative 502 provides for the following three types of marijuana businesses: producing (growing), processing, and retail; and

WHEREAS, the U.S. Department of Justice issued a memorandum on August 29, 2013 identifying federal priorities for enforcing the Controlled Substances Act, related to Washington's marijuana laws; and

WHEREAS, The Washington State Liquor Control Board adopted Chapter 314-55 WAC to establish rules regarding marijuana businesses and may begin accepting state business license applications on November 18, 2013; and

WHEREAS, under Initiative 502 and Chapter 314-55 WAC, any marijuana business property must meet certain requirements, including to be located at least 1000 feet from any elementary or secondary school, playground, recreation center, child care center, park, transit center, and library, as well as from any game arcade not restricted to ages 21 or older; and

WHEREAS, the City has mapped the 1000-foot buffer areas that apply to marijuana businesses and determined that only limited land areas are both outside a 1000-foot buffer and zoned for commercial or industrial use; and

WHEREAS, the City of Union Gap desires to keep marijuana businesses from locating within residences and residential zoning districts, as well as from locating inside any required 1,000-foot buffer areas; and

WHEREAS, this Ordinance has been drafted to establish zoning regulations for marijuana businesses, consistent with state statutes, and to protect the public health, welfare, and safety; and

WHEREAS, this Ordinance has been reviewed under the State Environmental Policy Act and a determination of non-significance issued for it; and

WHEREAS, after public notification as required, the Planning Commission held a public hearing on the proposed Ordinance on February 25, 2014 considered the zoning text amendment criteria, along with any public testimony and other relevant factors, and, following the public hearing, recommended approval of the proposed Ordinance to the City Council; and

WHEREAS, nothing in this Ordinance is intended nor shall be construed to authorize or approve of any violation of federal or state law, but is intended to set forth the conditions under which marijuana businesses shall not be subject to criminal enforcement action by the City of Union Gap. Notwithstanding the foregoing, the City will continue to enforce its nuisance laws and other regulations should the operation of a marijuana business violate such laws and regulations;

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

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

Section 2. Chapter 17.29, "Marijuana Businesses," and Table 17.040.030 of the Union Gap Municipal Code is hereby added and/or modified to read as follows:

Chapter 17.29
MARIJUANA BUSINESSES

Sections:

- 17.29.010 Purpose and intent.
- 17.29.020 Definitions.
- 17.29.030 Locations.
- 17.29.040 Special regulations.
- 17.29.050 Enforcement of violations.

17.29.010 Purpose and intent.

The purpose of this chapter is to establish zoning regulations that provide for marijuana businesses allowed under a voter-approved statewide initiative (Initiative 502), now codified in Title 69 RCW, and subject to requirements of Chapter 314-55 WAC.

17.29.020 Definitions.

The following definitions apply to this chapter. Additional definitions related to marijuana businesses are contained in WAC 314-55-010 and RCW 69.50.101.

"Business name" or "trade name" means the name of a licensed business as used by the licensee on signs and advertising.

"Child care center" means an entity that regularly provides child day care and early learning services for a group of children for periods of less than twenty-four hours and is licensed by the Washington state department of early learning under Chapter 170-295 WAC.

"Elementary school" means a school for early education that provides the first four to eight years of basic education and is recognized by the Washington state superintendent of public instruction.

"Game arcade" means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices.

"Library" means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.

"Marijuana" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

"Marijuana business" means any business that handles marijuana and is subject to Chapter 314-155 WAC.

"Marijuana processing business" means any business that engages in processing marijuana.

"Marijuana production business" means any business that engages in growing marijuana.

"Marijuana retail business" means an establishment engaged in selling marijuana to people for their personal or household use. It does not include businesses that produce or process marijuana and do not sell it directly for personal or household use.

"Playground" means a public outdoor recreation area for children, usually equipped with swings, slides, or other playground equipment, owned and/or managed by a city, county, state, or federal government.

"Public Park" means an area of land for the enjoyment of the public, having facilities for rest and/or recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government, or metropolitan park district and does not include parcels that are primarily comprised of a trail or trails.

"Public transit center" means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge.

"Recreation center or facility" means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state, or federal government.

"Residence" means a building, dwelling unit or property where one or more persons may live or maintain an abode.

"Secondary school" means a high school and/or middle school, i.e., a school that is recognized by the Washington state superintendent of public instruction for the education of students, typically children, in grades seven to twelve who have completed their primary education.

17.29.030 Locations.

- A. A marijuana business shall not be located within one thousand feet of the perimeter of the grounds of any of the following entities as defined in UGMC 17.29.020:
 - 1. Elementary or secondary school;
 - 2. Playground;
 - 3. Recreation center or facility;
 - 4. Child care center;
 - 5. Park;
 - 6. Transit center;
 - 7. Library;
 - 8. Game arcade where admission is not restricted to persons age 21 and older; or
 - 9. Residential zoned properties.

- B. For purposes of subsection A of this section, the distance shall be measured as the shortest straight line distance from the property line of each entity identified in subsection A of this section to the property line of the marijuana business.

- C. A marijuana retail business is not permitted except in accordance with ~~where~~ the City's zoning regulations ~~in accordance with~~ and only within the zoning districts identified in Table 17.04.030.

- D. Neither a marijuana production business nor a marijuana processing business is permitted except in accordance with the City's zoning regulations and only within the zoning districts identified in Table 17.04.030.

- E. Marijuana businesses are not permitted as a home occupation under 17.04.090 and shall not operate at a residence as defined in this chapter.

17.29.040 Special regulations.

- A. To operate within the City, each marijuana business is required to have a current business license issued by Washington State under the provisions of Chapter 314-55 WAC and a current business license issued by the City under the provisions of Chapter 4.04 UGMC.

- B. A retail marijuana business shall not sell marijuana, marijuana-infused products, or marijuana paraphernalia or otherwise be open for business before 8 am or after 11:00 pm on any day.
- C. For signage, marijuana businesses are subject to the requirements of Chapter 314-55-155 WAC and Chapter 17.08 UGMC, whichever is more restrictive. No off-premises signage is allowed.
- D. A marijuana business must take place within a fully enclosed secure indoor facility or greenhouse with rigid walls, a roof, and doors.
- E. Marijuana plants, products, and paraphernalia shall not be visible from outside the building in which the marijuana business is located.
- F. Marijuana businesses are subject to all applicable requirements of the Union Gap Municipal Code, including but not limited to the Building Code, (Title 14 UGMC) and the Fire Code (Title 13 UGMC), as now exists or may be amended.
- G. Marijuana businesses are subject to all applicable requirements of Title 69 RCW and Chapter 314-55 WAC and other state statutes, as they now exist or may be amended.

17.29.050 Enforcement of violations.

Violations of this Chapter shall be subject to enforcement action as provided in Chapter 1.18 UGMC or, as applicable, the Uniformed Controlled Substances Act, Title 69 RCW. In addition, violations of this' Chapter are deemed to be a public nuisance and may be abated under the procedures set forth in state law for the abatement of public nuisances.

Section 3. Effective Date. This ordinance shall be in full force and effect 5 days after its passage, approval, and publication as provided by law.

ORDAINED this 27th day of May, 2014.

Mayor Roger Wentz

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

TABLE 17.04.030

PERMITTED LAND USES

1.	Class 1 review	Single Family 1	Single Family 2	Multi-Family	Corridor Multi-Family	Commercial	Regional Commercial	Downtown Business	Wholesale/Warehouse	Light-Industrial	Public Facility	Planned Recreational	Parks/Open Space
	Class 2 review												
	Class 3 review												
Blank.	Not permitted												
Land Uses:		R-1	R-2	R-3	R-4	C-1	C-2	CBD	WW	L-1	PbF	PrC	PkO
Agricultural (Commercial)													
Agricultural, horticulture, general farming (not feedlots and stockyards)								1	1	1		1	
Agricultural building								2	1	1		1	
Agricultural chemical sales/storage								3	3	3			
Agricultural market					2	1	1	1	2	3			
Agricultural stand					2	1	1	1	2	3			
Agricultural related industries									1	1			
Animal husbandry								3	1	1			
Concentrated feeding operation									3	3			
Floricultural, aquaculture, within structures up to 400 sq. ft.		1	1	1	1	1	1	1	1	1	1	1	1
within structures larger than 400 sq. ft.						1	1	1	1	1	1	1	1
Fruit bin sales/storage							2	2	2	1			
Amusement and													

TABLE 17.04.030

PERMITTED LAND USES

Recreation	R-1	R-2	R-3	R-4	C-1	C-2	CBD	WWV	L-1	PbF	P-C	PKO
Amusement park (permanent)						3	3	3			3	
Bowling alleys						3	3	3	3		3	
Campground					3	3	3	3	3		3	3
Drive in theaters					3	3	3	3				
Fairgrounds						2	2	3	3			
Game and electronic game rooms						1	1	1				
Golf courses, clubhouses, golf driving ranges						1	1	3	3		1	1
Gymnasiums, exercise facilities					2	1	1	1	2		3	
Horse racing tracks, speedways											3	
Miniature golf courses					1	1	1				1	1
Movie theaters, auditoriums, exhibition halls						1	1	2	2		3	
Parks	1	1	1	1	1	1	1	1	1	1	2	1
Roller, ice skating rink						1	1	1				
Social gambling establishments						3	3	3				
Community Services	R-1	R-2	R-3	R-4	C-1	C-2	CBD	WWV	L-1	PbF	P-C	PKO
Adult Family Home	1	1	1	1	2	2	2					
Churches, synagogues,	2	2	1	1	1	1	1	2	3		2	1

TABLE 17.04.030

PERMITTED LAND USES

temples	R-1	R-2	R-3	R-4	C-1	C-2	CBD	WWV	L-1	PbF	PtC	PKO
Community center, meeting hall, fraternal organizations			3	3	1	1	1	2	2	1	2	1
Convalescent, or nursing home		3	3	3	3	3	3					
Cemeteries, mausoleums and columbariums					3	3	3	3		1	3	1
Day care homes, family	1	1	2	2	1	3	2	3	3	2		
Day care center	3	3	2	2	1	1	1	3	3	2		
Fire stations, police stations and ambulance service	3	3	3	3	1	1	1	1	1	1		
Funeral home						1	1				3	1
Halfway house	3	3	3	3			3					
Hospitals					3	3	3	3				
Correction facilities								3	3			
Junior or community colleges				2	2	2	2	2	3	3		
Libraries	2	2	2	1	1	1	1	1	2	1		
Museums, art galleries				2	1	1	1	1		1		
Schools, elementary and middle	3	3	3	3	3					3		
Senior high		3	3	3	3					3		
Business school					2	2	2	2	2	2		
Vocational school					2	2	2	2	1	2		
Storage of gravel and								1	1	1		

TABLE 17.04.030

PERMITTED LAND USES

	R-1	R-2	R-3	R-4	C-1	C-2	CBD	WWV	L-1	PbF	P/C	PKO
equipment for street construction												
Wastewater treatment, sprayfields								3	3	1	3	3
Zoo								3	3		2	2
Manufacturing												
Aircraft parts								3	3	1	1	
Apparel and accessories					2	2	2	1	1			
Bakery products (wholesale)					2	2	2	1	1			
Beverage industry					2	2	1	1	1			
Canning, preserving and packaging fruits, vegetables and other foods					2	2	2	2	2			
Cement and concrete plants								3	2			
Chemicals (Industrial, agricultural, wood)								2	2			
Confectionery and related products (wholesale)							2	1	1			
Cutlery, hand tools and general hardware								1	1			
Product assembly					2	2	2	1	1			
Drugs								1	1			
Electrical transmission and distribution								1	1			

TABLE 17.04.030

PERMITTED LAND USES

equipment																			
Electronic components and accessories																			
Product assembly					2	2	2	2	2	2	1	1	1						
R-1	R-2	R-3	R-4	C-1	C-2	CBD	WW	L-1	PbF	PRC	PKO								
Fabricated structural metal products																			
Food processing					2	2	2	2	2	1	1	1							
Furniture and custom cabinet shop				2	2	2	2	2	1	1	1								
Product assembly				2	2	2	2	2	1	1	1								
Glass, pottery and related products																			
Product assembly				2	2	2	2	2	1	1	1								
Grain mill products																			
Heating apparatus wood stoves																			
Leather products																			
Leather tanning																			
Machinery and equipment																			
Marijuana processing business																			
Marijuana production business																			
Medical, optical, dental and scientific instruments																			

TABLE 17.04.030

PERMITTED LAND USES

Product assembly					2	2	2	1	1	1				
Meat, poultry and dairy products								1	1	1				
	R-1	R-2	R-3	R-4	C-1	C-2	CBD	WW	L-1	PbF	PtC	PKO		
Metal cans								1	1					
Paints, varnishes, lacquers, enamels and allied products								2	2					
Paperboard containers and boxes								1	1					
Plastic products					2	2	2	1	1					
Product assembly					2	2	2	1	1					
Injection and extrusion molding					2	2	2	1	1					
Printing, publishing and binding					2	2	2	1	1					
Printing trade (service industries)					2	2	2	1	1					
Rendering plants, slaughter houses								3	3					
Rubber products								2	2					
Sawmills and planing mills								3	2					
Sheet metal and welding shops								3	1					
Sign manufacturing					1	2	2	1	1					
Stone products (includes					2	2	2	1	1					

TABLE 17.04.030

PERMITTED LAND USES

finishing of monuments for retail sale)																			
Transportation equipment, including trailers and campers						3	1	1											
Woodworking and wood products: cabinets, shelves, etc.	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	PrC	PkO							
Mining/Refining/Off-site Hazardous Waste Treatment																			
Asphalt paving and roofing materials, rock crushing								3	3										
Mining including sand and gravel pits								3	3				3						
Any grading, leveling, excavation or stockpiling of earthen materials not associated with an approved Class (2) or Class (3) use							3	2	2	3			3	3					
Off-site hazardous waste treatment and storage facilities								3	3										
Residential																			
Detached single family dwelling	1	1	2	2															3
Detached zero lot line single family dwelling	2	2	2	2															3
Attached single family dwelling	2	2	1	1															3

TABLE 17.04.030

PERMITTED LAND USES

Two-family dwelling	3	2	1	1																			3					
Multi-family dwelling: 0-5.5 DU/NRA	2	2	1	1																			3					
5-6-7 DU/NRA		3	1	1																			3					
7.1-12 DU/NRA			2	2																			3					
12.1-20 DU/NRA			3																				3					
Manufactured home parks	R-1 3	R-2 3	R-3 3	R-4 3	C-1	C-2	CBD	WW	L-1	PBF	PRC	PKO																
Manufactured homes	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1	Class A 1
Class B	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Class C			3	3																								
Boarding house	3	3	2	2																								
Nursing home		3	2	2	2		2																					
Assisted care housing	3	3	2	2			2																					
Temporary hardship units	3	3	3	3																								
Second floor dwelling units							1																					
Retail Trade and Service																												
Addressing, mail, and stenographic services					1		1		1		1		1		1		1		1		1		1		1		1	
Advertising agencies					1		1		1		1		1		1		1		1		1		1		1		1	
Animal clinic/hospital					2		1		1		1		1		1		1		1		1		1		1		1	
Antique store					1		1		1		1		1		1		1		1		1		1		1		1	
Artists supplies					1		1		1		1		1		1		1		1		1		1		1		1	

TABLE 17.04.030

PERMITTED LAND USES

Auction house						2	2	2	1	1	2				
Automobile sales						2	2	2	1	1					
Automobile, carwash					3	1	1	1	1	1	2				
maintenance and repair shops					2	1	1	1	1	1	2				
paint and body shops						1	2	2	1	1	2				
parts and accessories (tires, batteries, etc.)					2	1	1	1	1	1	2				
specialized repair shops (radiator, engine, etc.)					2	1	1	1	1	1	2				
towing service							3	1	1	2					
wrecking and dismantling yard								3	3	3					
	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	PtC	PkO			
Bakery				2	1	1	1	1	1	1	3				
Beauty and barber shops				3	1	1	1	1	1	1	1				
Bed and breakfast inn	3	3	2	2	1	2	1	1							
Boats and marine accessories					3	1	1	1	1	1					
Books, stationery, office supplies					1	1	1	1	1	1					
Building and trade contractor (plumbing, heating, electrical etc.)						1	1	1	1	1	1				
Butcher shop				3	2	1	1	1	1	1					

TABLE 17.04.030

PERMITTED LAND USES

Camera store				3	1	1	1	1	1									
Candy store				3	1	1	1	1	1									
Clothing and accessories				3	1	1	1	1	1									
Coin and stamp shop				3	1	1	1	1	1									
	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	P-C	PkO						
Commercial services					1	1	1	1	1									
Communication towers	3	3	3	3	3	3	3	3	3	3	3	3						
Computer and electronics stores				3	1	1	1	1	1	1	1	1	2					
Delicatessen				3	1	1	1	1	1	1	1	1	1					
Department, discount, variety stores					2	1	1	1	1	1	1	1						
Drug stores (optical goods, orthopedic supplies)					1	1	1	1	1	1	1	1						
Employment agency					1	1	1	1	1	1	1	1						
Fabric store					1	1	1	1	1	1	1	1						
Farm and implements, tools and heavy construction equipment						1	1	1	1	1	1	1	1					
Farm supplies					3	1	1	1	1	1	1	1	2					
Financial institutions					2	1	1	1	1	1	1	1						
Florist					1	1	1	1	1	1	1	1						
Food store, specialty				3	2	1	1	1	1	1	1	1						
Fuel, oil and coal distributors						1	1	3	1	1	1	1	1					
Furniture, home furnishing, appliances					2	1	1	1	1	1	1	1						

TABLE 17.04.030

PERMITTED LAND USES

	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	PRC	PKO
General hardware, garden equipment and supplies				3	1	1	1	1	1			3
Gift shop				3	1	1	1	1				
Grocery/convenience store closed 10:00 p.m. to 6:00 a.m.				3	1	1	1	1	3			
open 10:00 p.m. to 6:00 a.m. (24 hr.)				3	2	1	1	1	3			
Heating and plumbing equipment stores retail	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	PRC	PKO
Heating and plumbing equipment stores						1	1	1	1			
Heating and plumbing equipment stores wholesale only						3	2	1	1			
Heavy equipment storage, maintenance and repair						2	3	1	1			
Insurance agents, brokers and service agencies				3	1	1	1	1	1			1
Jewelry, watches, silverware sales and repair				3	1	1	1	1	1			
Kennels					3	2	2	2	2			
Laundries					3	1	1	1	1			
Liquor stores					2	1	1	1	1			
Lumber yards						1	1	1	1			1
Manufactured home and recreational vehicle sales						1	1	1	1			

TABLE 17.04.030

PERMITTED LAND USES

Marijuana retail business					1	1	1	1	1									
Medical and dental laboratories, offices and clinics					3	1		1	2	2								
Motels and hotels						1	1	1	1									
Motor vehicle fuel sales					3	1	1	1	1	3								
Motorcycle sales and repair (maintenance, repair and parts)	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PBF	PRC	PKO						
Music stores				3	1	1	1	1	1									
Nursery						1	1	1	1									
Paint, glass and wallpaper sales				3	2	1	1	1	1	1								
Pet stores, pet supplies, dog grooming and training				3	2	1	1	1	1	2								
Printing, photocopy service				3	2	1	1	1	1	1								
Professional office buildings for architects, attorneys, government, etc.				3	1	1	1	1	1	1								
Radio/T. V. studio						2	1	1	1	1								
Real estate office						1	1	1	1	1								
Recycling center							2	1	1	1								
Rental: Automobile					2	1	1	1	1									
Small tools and equipment					2	1	1	1	1									
Truck and/or							3	1	1	2								

TABLE 17.04.030

PERMITTED LAND USES

	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	PRC	PKO
trailer, fleet leasing services												
Heavy equipment						2	2	1	1			
Repairs: Small appliances, TV, electronics, business machines, watches, etc.				3	1	1	1	1	2			
Locksmith and gunsmith				3	1	1	1	1	2			
Re-upholstery and furniture				3	1		1	1	2			
Small engine and garden equipment					2	1	1	1	2			
Restaurants, cafes and drive-in eating facilities					1	1	1	1	3			
Second hand store				3	1	1	1	1				
Shoe repair and shoe shine shop				3	1	1	1	1				
Shooting ranges (indoor)						3	3	3		3		
Small tools, lawn/garden equipment					2	1	1	2				
Sporting goods, bicycle shops				3	1	1	1	2				
Taverns and bars, dine, drink and dance establishments					3	1	1	2				
Technical equipment sales					2	1	1	1	1			

TABLE 17.04.030

PERMITTED LAND USES

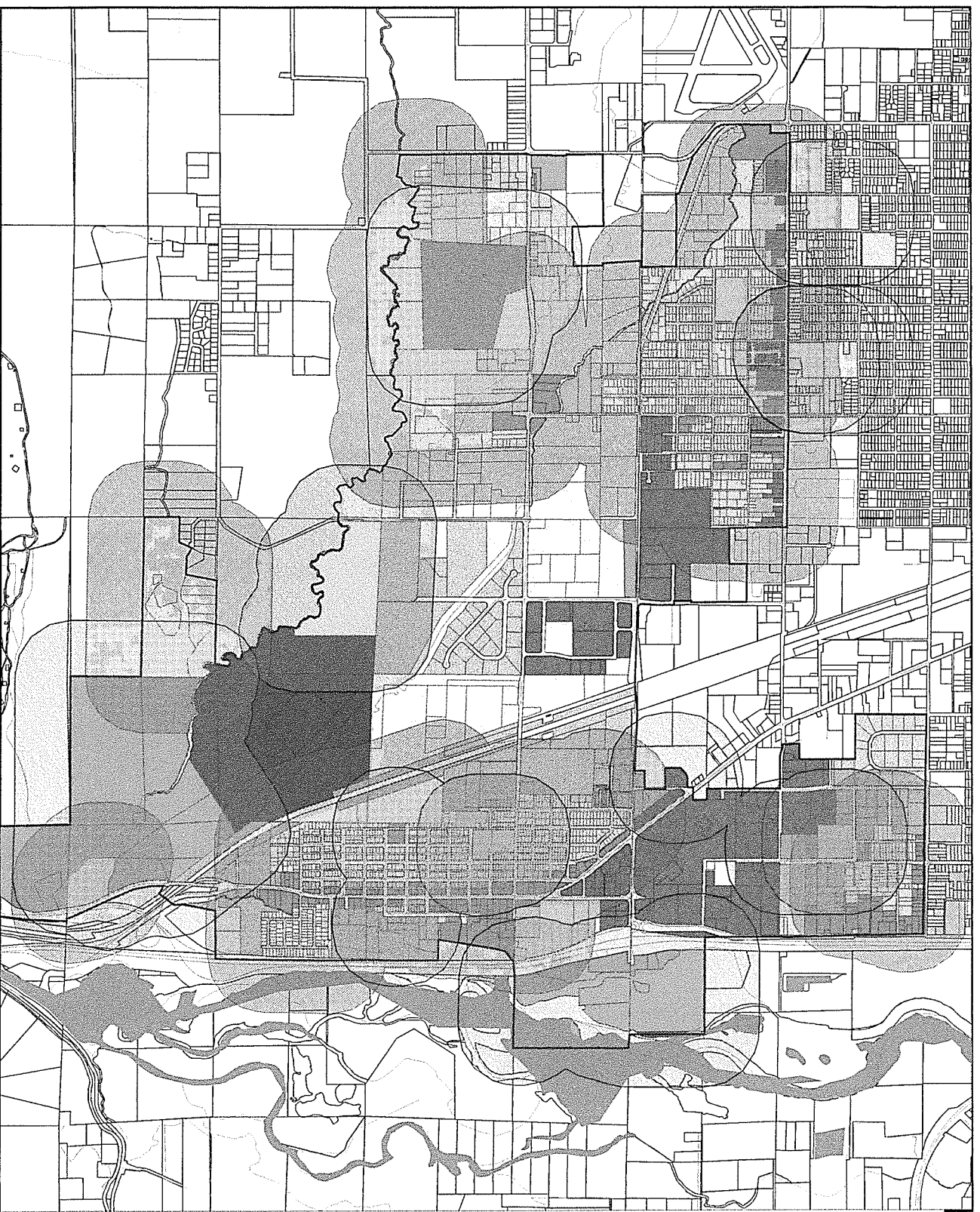
	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	P-C	PKO
Toy and hobby store				3	1	1	1	1	1			
Truck service sales and shops						1	1	1	1			
Video sales/rental				3	1	1	1	1				
Waste material processing and junk handling								3	3			
Transportation												
Electric Vehicle battery charging station	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	P-C	PKO
Bus terminals, storage and maintenance facilities							3	1	1	1		
Transportation brokerage offices, without truck parking					1	1	1	1	1			
with truck parking						1	1	1	1			
Contract truck hauling, rental of trucks with drivers						1	3	1	1			
Air, rail, truck terminals (for short term start, office, etc.)						1	3	1	1			
Railroad switch yards, maintenance and dispatching centers, etc.								3	3			
Airport landing field						3	3	3	3			
Utilities												
Power generating								3	3			

TABLE 17.04.030

PERMITTED LAND USES

facilities																				
Utility services (substations, etc.)	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Wholesale Trade-Storage																				
Warehouses																				
Wholesale trade																				
Storage facilities, bulk																				
Commercial																				
Residential																				
ministorage	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3

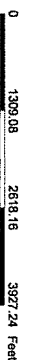
1-502 Buffers w/ 1,000 ft Residential buffer



- 1-502 1000 ft Buffer
 - 1000 ft Residential Buffer
 - Streams
 - Perennial Stream
 - Intermittent Stream
 - Lake or Pond
 - Canal or Ditch
 - Aqueduct
 - Siphon
- City of Union Gap Official Zoning
- Residential Districts
 - Single Family 1 Residential (R-1)
 - Single Family 2 Residential (R-2)
 - Multi-Family Residential (R-3)
 - Corridor Multi-Family Residential (R-4)
 - Commercial Districts
 - Commercial (C-1)
 - Regional Commercial (C-2)
 - Central Business District (CBD)
 - Industrial Districts
 - Light Industrial (L-1)
 - Wholesale/Warehouse District (WW)
 - Other Districts
 - Public Building District (PBD)
 - Parks/Open Space (PKO)
 - Planned Recreational (PRC)
 - Tribal Trust (TT)
 - Planned Development (PD)
 - All Roads
 - Tax Lots

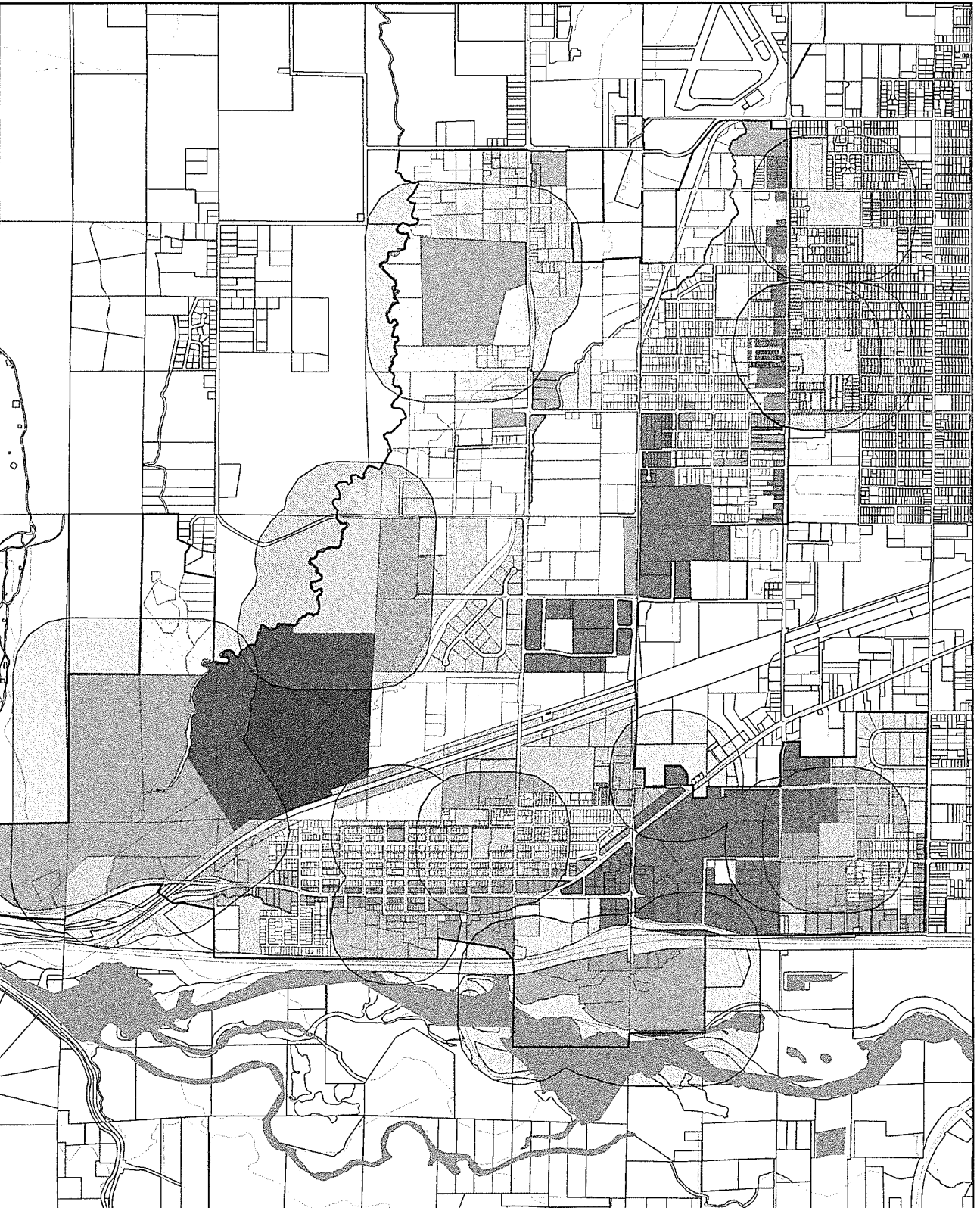


Parcel Lot lines are for visual display only. Do not use for legal purposes.

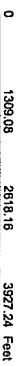


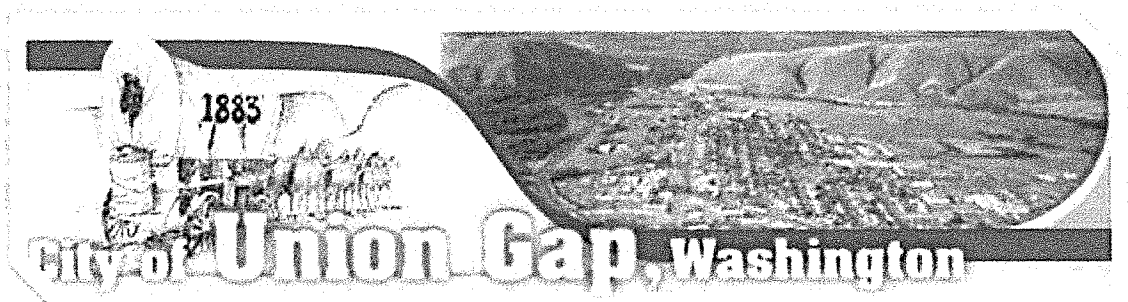
1-502 Buffers

- 1-502 1000 ft Buffer
- City of Union Gap Official Zoning
- Residential Districts
 - Single Family 1 Residential (R-1)
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 - Multi-Family Residential (R-3)
 - Corridor Multi-Family Residential (R-4)
- Commercial Districts
 - Commercial (C-1)
 - Regional Commercial (C-2)
 - Central Business District (CBD)
- Industrial Districts
 - Light Industrial (L-1)
 - Wholesale/Warehouse District (W/W)
- Other Districts
 - Public Building District (PBD)
 - Parks/Open Space (PKO)
 - Planned Recreational (PRo)
 - Tribal Trust (TT)
 - Planned Development (PD)



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CITY COUNCIL COMMUNICATION

Meeting Date: May 27, 2014

From: Dennis Henne, Director of Public Works & Community
Development

Topic/Issue: Resolution -Transit Service Contract between the City and
Medstar LLC

SYNOPSIS: This Contract is made between the City and Medstar, LLC, to perform all work, furnish all labor, necessary supplies, equipment, facilities, supervision, organization, and other items of work and cost necessary for the safe, reliable, efficient, and effective operation of both a fixed route bus system and door-to-door ADA paratransit service for persons with disabilities within the City

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign a City of Union Gap and Medstar LLC. Transit Service Contract

LEGAL REVIEW: City attorney prepared Resolution and Transit Service Contract

FINANCIAL REVIEW:

BACKGROUND INFORMATION

ADDITIONAL OPTIONS: April 14, 2014 Council awarded Medstar LLC, Transit Service Contract

ATTACHMENTS:

1. Resolution
2. Transit Service Contract

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Contract between the City and Medstar, LLC for transit services.

WHEREAS, the City wishes to enter into a contract with Medstar, LLC for transit services (hereinafter referred to as the "Transit Contract");

WHEREAS, under the Transit Contract, Medstar, LLC will commence providing the services on June 30, 2014;

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

The City Manager is authorized to provide sign a contract with Medstar, LLC for transit services.

PASSED this 27th day of May, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

**CONTRACT
For
Transit Services**

THIS CONTRACT is made between the City of Union Gap, Washington, a municipal corporation of the State of Washington, as "City" and Medstar, LLC, a Washington Limited Liability Company, as "Contractor". In consideration of these mutual terms and conditions, the parties covenant and agree as follows:

1. **PERFORMANCE**

The Contractor agrees, with the execution of this Contract, to perform all work, furnish all labor, necessary supplies, equipment, facilities, supervision, organization, and other items of work and cost necessary for the safe, reliable, efficient, and effective operation of both a fixed route bus system and door-to-door ADA paratransit service for persons with disabilities within the parameters described in the specification criteria entitled, Attachment "A" consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in the Attachment "A" or not.

All performance must be completed in strict accord with the Contract Documents, as defined below.

2. **DEFINITIONS/INTERPRETATION**

For the purposes of this Contract and any additional instruments that may become a part of this Contract, the terms "contractor", "supplier", "seller", and "vendor" shall be interchangeable. The terms "buyer", "purchaser", "procuring agency", "Union Gap Transit", "City of Union Gap", and "City" shall be interchangeable.

3. **CONTRACT DOCUMENTS**

The City of Union Gap Request for Proposals ("RFP") and the Contractor's proposal (to the extent consistent with the City's documents) are hereby incorporated herein by this reference. Inconsistent provisions shall be resolved in the following order: (1) specific federal and state laws, (2) the terms of this Contract, (3) the RFP and (4) the Contractor's proposal.

4. **FEDERAL REQUIREMENTS AND CHANGES**

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) reporting requirements, regulations, policies, procedures and directives. Contractor's failure to comply shall constitute a material breach of this Contract.

5. **COMPENSATION**

The City will pay Contractor in accordance with the Contractor's Proposal Cost Form (Attachment "B") as full compensation for all work performed under this Contract, subject to allowable additions and deductions.

Contractor shall send its itemized invoice/billing along with all billing details requested by the City in a form substantially similar to Attachment "C" to:

**City of Union Gap
P.O. BOX 3008
Union Gap, WA. 98903**

Payment will be made no later than thirty (30) calendar days after approval of the Contractor's invoice. Interest on payments made after thirty (30) calendar days shall be at a rate of one half percent per month. **It is further agreed that contractor will give the city a 2% prompt pay discount if invoice is paid within 10 days of receipt.** All payments are expressly conditioned upon Contractor providing services hereunder that are satisfactory to the City. Any charges disputed by the City shall be separated from the invoice and the undisputed portion shall be paid.

Effective July 1, 2016, the amounts set forth in Attachment "B" shall be increased by the amount of the Consumer Price Index percentage set forth for the West Coast [Seattle-Tacoma-Bremerton for Urban Wage Earners and Clerical Workers - CPI-W]] for the 12-month year ending June 30, 2016. Thereafter the amount will increase July 1, each successive year by the amount of the CPI-W for the 12 month year ending prior to the increase.

A. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, City shall have the right to annul this Contract without liability or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

B. Payment Does Not Imply Acceptance of Work

The granting of any progress payment or payments by City, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to comply with this Contract.

6. DURATION/TIME OF PERFORMANCE

This Contract shall be effective upon execution by the parties hereto. The Contractor shall commence work under this Contract at June 30, 2014, 12:00 a.m., and shall continue in good faith and effort until this Contract expires at midnight June 30, 2019. This agreement shall automatically renew for additional one-year terms if the parties herein do not terminate it as provided herein.

7. RESOLUTION OF DISPUTES OR BREACHES

A. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. Performance During Dispute - Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

C. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be

decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

8. INDEPENDENT CONTRACTOR STATUS

The Contractor and the City understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Agreement. The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. Contractor, as an independent contractor, is expected to and will exercise independent judgment with respect to carrying out and accomplishing the services required under this Agreement. Additionally, and as an independent contractor, the Contractor and its employees shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between the Contractor or any officer, employee or agent of the Contractor and the City.

9. INDEMNIFICATION AND HOLD HARMLESS

- A. Contractor shall at its sole expense protect, defend, indemnify and hold harmless the City, its elected officials, agents, officers and employees from any and all accidents, damages, losses, liens, liabilities, fines, penalties, claims, lawsuits, demands, actions, judgments, awards, costs and expenses arising directly or indirectly from or out of or relating to the Contractor's performance or non-performance of this Contract, whether singularly or jointly with others, its representatives, permittees, employees, contractors or subcontractors. Nothing herein shall be deemed to prohibit an indemnified party from participating in the defense of any litigation by its own counsel at its own expense. Such participation shall not under any circumstances relieve Contractor from its duty of defense against liability or of paying any judgment entered against such party.
- B. Contractor hereby affirms that the City and Contractor have specifically negotiated these provisions, as required by RCW 4.24.115, to the extent that it may apply.
- C. No action, error or omission, or failure to act by the City, its agents, officers, officials or employees, in connection with administering its rights, duties or regulatory functions related to this Contract shall be asserted by Contractor, directly, indirectly or by way of seeking indemnification or as an assertion that the City has waived or is estopped to assert any municipal right hereunder, against the City, its boards, departments, divisions, officers, officials or employees.
- D. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend the City from claims and litigation brought against the City by employees or former employees of Contractor and, by mutual negotiation, Contractor hereby waives, as respects the City only, any immunity that would otherwise be available to Contractor against such claims or litigation under the worker's compensation provisions of Title 51 RCW.

10. INSURANCE

Contractor will maintain General Liability and Automobile Liability insurance for vehicles operated by the Contractor pursuant to this Contract. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Washington possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to the City, the following insurance policies in no less than the amounts specified below. This insurance will name the City of Union Gap, its elected officials, officers, agents, and employees; the Contractor, its consultants and employees; and any required governmental agencies as additional insured's for work performed under this Contract; the Contractor's policy shall be designated primary coverage for both defense and indemnity, and any City policies or self insurance funds shall be excess.

- (1) Comprehensive General Liability, Bodily Injury and Property Damage Liability, including Premise and Operations, Independent Contractors, Protective Liability, Completed Operations and Products, Contractual, Combined Single Limit of at least \$5,000,000.00 per occurrence.
- (2) Comprehensive Automobile Liability, Bodily Injury and Property Damage Combined Single Limit of at least \$5,000,000.00 for any and all vehicles used to provide services pursuant to this Contract.

The insurance required above shall be written for not less than limits of liability specified herein or required by law, whichever coverage is greater. Coverage's, written on an occurrence basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

Before commencing work or exposure to loss can occur, and, in any event, as a condition of City executing this Contract, the Contractor shall furnish City with a copy of the applicable insurance certificates. If the Contract is executed, no payments will be due until all such certificates are furnished. All policies and certificates must be signed copies and shall contain a provision that coverage's afforded under the policies cannot be materially altered (i.e., the coverage's reduced, the limits decreased, or the additional insured's removed), allowed to expire, or canceled without first giving at least thirty (30) days' prior written notice by certified mail to City (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The Contractor shall furnish to City copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts.

City's specification or approval of the insurance in this Contract or of its amount shall not relieve or decrease the liability of the Contractor. Coverage's are the minimum to be provided and are not limitations of liability under this Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts.

The Contractor shall ensure and require that subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by subcontractors of any tier in conformance with the requirements of this Contract.

This Section applies to all vehicles used by the Contractor to provide services pursuant to this Contract, whether such vehicles are owned by the Contractor or not.

The City may seek to independently obtain insurance through WSTIP. If the City is able to obtain insurance through WSTIP, the parties will renegotiate the insurance provisions of this contract to the mutual benefit of the parties. Contractor and City agree that they will work collaboratively to ensure that the insurance coverages required under this contract are obtained and maintained and will enter into arrangements concerning the same as a may be mutually beneficial and agreed to by the parties.

A. INSURANCE FOR PARATRANSIT SERVICE VEHICLES – ACCIDENTS – DAMAGES

Contractor will also maintain General Liability and Automobile Liability insurance for all paratransit vehicles operated by the Contractor pursuant to this Contract. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Washington possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to the City, the following insurance policies in no less than the amounts specified below. This insurance will name the City of Union Gap, its elected officials, officers, agents, and employees; the Contractor, its consultants and employees; and any required governmental agencies as additional insured's for work performed under this Contract; the Contractor's policy shall be designated primary coverage for both defense and indemnity, and any City policies or self insurance funds shall be excess.

(1) Comprehensive General Liability, Bodily Injury and Property Damage Liability, including Premise and Operations, Independent Contractors, Protective Liability, Completed Operations and Products, Contractual, Combined Single Limit of at least \$5,000,000.00 per occurrence.

(2) Comprehensive Automobile Liability, Bodily Injury and Property Damage Combined Single Limit of at least \$5,000,000.00 for any and all vehicles used to provide services pursuant to this Contract.

B. INSURANCE FOR ADMINISTRATIVE VEHICLES

Automobile Liability for Contractor's administrative vehicles in the amount of \$1,000,000 combined single limit is required and Contractor shall provide for the same. The City, its agents, elected and appointed officials, volunteers and employees are to be listed as additional insureds under the policies.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation through the State of Washington.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

This certificate of insurance shall be provided to the City prior to commencement of this work.

If City is damaged by the failure of the Contractor to maintain any of the above insurance or to so notify City, then the Contractor shall bear all costs attributable thereto.

11. TAXES

If applicable, sales tax on this Contract as determined by the Washington State Department of Revenue will be added to the amounts due and the Contractor will be responsible for making payment of the tax to the State of Washington. All other taxes are the sole responsibility of the Contractor.

12. CIVIL RIGHTS REQUIREMENTS

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their

race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

13. CONTRACT WORK HOURS AND SAFETY STANDARDS

A. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

14. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Energy Conservation requirements apply to all of the Contractor's subcontractors.

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- B. The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- C. The Contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

16. DELEGATION AND ASSIGNMENT

Neither party to this Contract may delegate the performance of any obligation to a third party unless mutually agreed in writing. This Contract cannot be assigned without the written consent of the other party.

17. ACCESS TO RECORDS

- A. The Contractor agrees to provide the City access to any books, bank statements, documents, papers, records, and computer databases of the Contractor which are related to this contract for the purposes of making audits, examinations, excerpts and transcriptions, including risk management and safety audits.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City has disposed of all such litigation, appeals, claims or exceptions related thereto.

18. COMMUNICATIONS

In cases where communication is required between the Contractor and City, such as further information, furnishing of specifications, providing notice of termination or renewal, or obtaining approval of proposed work, such communications from the Contractor shall be forwarded directly to:

City Manager
P.O Box 3008
Union Gap, WA. 98903

Communications from City to the Contractor shall be forwarded directly to:

JUSTIN R BERGENER
MEDSTAR, LLC
1101 NORTH 16TH AVE. STE. 120
YAKIMA WA 98902

19. MERGER

This Contract sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties as to the subject matter therein. There are no terms, conditions, or agreements with respect thereto, except as provided herein and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties.

20. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Washington and any action to enforce the Contract shall be brought in Yakima County, Washington.

21. RIGHTS IN DATA AND COPYRIGHTS/PATENTS

The Contractor, without exception, shall indemnify and save harmless City and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by City.

If the Contractor uses any design, device, or materials covered by letters, patents, or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Union Gap. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification the City may pursue available remedies, including but not limited to suspension and/or debarment.

22. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed modified to conform to such statutory provision.

23. COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

24. INTERPRETATION

As a further condition of this Contract, City and the Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party.

25. TERMINATION

A. Termination for Convenience. The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the

Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

B. Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor the City after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure. The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 14 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach. In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract

E. Contractor's Right to Terminate. The Contractor may terminate this Contract, in whole, for any reason upon 120 calendar days written notice to the City.

A termination for default shall not in any way operate to preclude the City from pursuing all other available legal remedies against the Contractor and its sureties for default or breach of this Contract.

F. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

26. SURVIVAL

Any provision of this Contract that imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

27. CONTRACT EXECUTION

(Date)

CITY OF UNION GAP

Rodney Otterness, City Manager

5-22-2011
(Date)

MEDSTAR, LLC :



By:
Title:

Justin Bergener

CEO

Attachment "A"
Scope of work

Medstar , LLC. will provide at a minimum under the terms of the Contract with the City for Transit Services:

- a. The Contractor agrees to comply with mandatory safety standards on all new and used vehicle equipment purchases; new fixed-route buses must have seatbelts for all seats not just the wheel chair location. All equipment, vehicles used on City routes (fixed-route and dial-a-ride) shall clearly display the City of Union Gap Transit System logo and wording;
- b. Buses must be able to accommodate at least 14 passengers, outfitted with bike racks and be fully ADA compliant. Seatbelts and three-point belts are required for dial-a-ride services;
- c. Fixed routes and fixed schedules consistent with the routes and schedules that are currently provided to the City by TC Transportation;
- d. Dial-A-Ride Paratransit bus services available to Union Gap residents as and when requested;
- e. Mass transit service within the City of Union Gap at no cost to riders (no fares);
- f. Recordkeeping and reports to ensure compliance with all applicable federal and state regulations and reporting requirements, such as but not limited to quarterly progress reports, quarterly complaint logs and annual reports, transit development plan, operator training, and rider safety requirements associated with the provision of public mass transit providers.
- g. Provide a representative for the Yakima Valley Conference of Governments Transit Coordinating Committee.
- h. Provide printed schedules updated at least annually, maps, and timetables for the ridership.
- i. Contractor is responsible for providing all equipment, vehicles, manpower, and administration including keeping and providing accurate records, reports, and invoicing the City on a monthly basis. The City retains the right to inspect all system records at any time;
- j. A separate optional proposal shall provide the cost of outfitting fixed-route buses with GIS to allow web-based tracking of actual bus location.
- k. In addition, Contractor is required to periodically analyze their level of service and meet with the City to review service levels and any modifications that might be appropriate for efficiency, quality and special events.

Medstar, LLC. is further required to meet all other requirements set for in the Contact for Transit Services.

ATTACHMENT "B"

City Union Gap
Pricing Proposal Costs
Contractor: Medstar Transportation

Fixed Route per service hour \$45.55 Years 1&2,
Years 3, 4 & 5 current rate plus annual Consumer Price Index

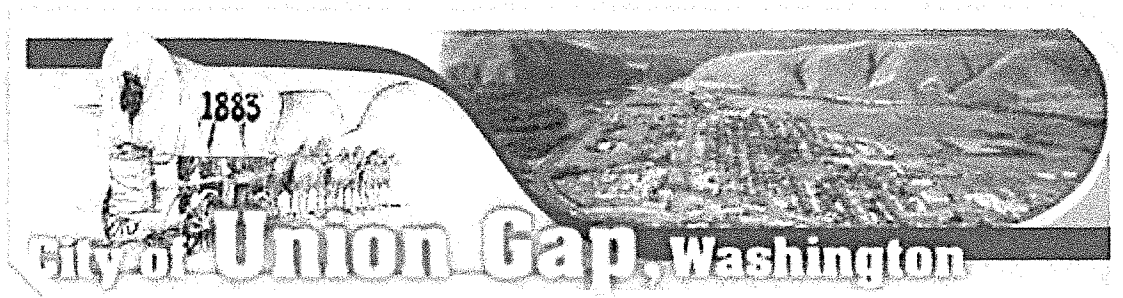
DIAL-A-RIDE per boarding

0-300 trips: \$22.26

300-600: \$15.30

Over 600: \$12.24

Offers a 2% prompt pay discount



CITY COUNCIL COMMUNICATION

Meeting Date: May 27, 2014
From: Dennis Henne, Director of Public Works & Community
Development
Topic/Issue: Tony Hawk Foundation Grant Application

SYNOPSIS: the Public Works Committee on May 19, 2014 discussed a Tony Hawk Foundation Grant Application to provide for partial funding of a proposed skate board park to be constructed in Cahalan Park. Consider a commitment of \$25,000 as cash match and an additional \$25,000 as in-kind match towards the project.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign a Tony Hawk Foundation Grant Application committing the City to match the grant in the amount of \$25,000 cash and an additional \$25,000 in-kind match.

LEGAL REVIEW: City attorney prepared resolution

FINANCIAL REVIEW: Funds will be budgeted for expenditure in 2015 from the 106 Parks Fund.

BACKGROUND INFORMATION: PW/CD Committee discussion May 19, 2014

ADDITIONAL OPTIONS:

ATTACHMENTS:

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
May 12, 2014
MINUTES

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

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

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

Audience Present See list.

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

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

Approve Regular Council Meeting Minutes dated April 28th, 2014 as attached to the Agenda and maintained in electronic format.

Approve EFT's and Payroll Voucher Nos. 41172 through 41192 and 87747 through 87760 in the amount of \$424,473.43 dated April 30, 2014.

Approve EFT's and Claim Voucher Nos. 87761 through 87859 in the amount of \$229,012.87 dated May 12, 2014.

Adopt Resolution No. – 14-26 - Authorizing the Yakima County Comprehensive Emergency Management Program.

Adopt Ordinance No. – 2859 - Amending the 2014 Budget – Prehospital Grant.

Adopt Resolution No. – 14-27 – Authorizing MailFinance, Inc. Postage Machine Lease Agreement.

Items from the Audience There were none.

General Items

Public Works/Community Development

Discussion – Gary Martin;
Lease/Purchase of 1205
Ahtanum Ridge Drive

Public Works/Community Development Director Henne introduced Gary Martin who gave a presentation opening the discussion for the possibility of a lease/purchase for property to house the city hall and police department.

Resolution No. 14-28 –
Yakima County Interlocal
Agency Agreement for Right
of Way Acquisition services

Public Works/Community Development Director Henne requested the council approve entering into an Interlocal Agency Agreement for Right of Way Acquisition Services with Yakima County. Motion by Council Member Murr second by Council Member Butler to adopt Resolution 14-28. Motion carried unanimously.

Ordinance Prohibiting
Production, Processing, and
Retail Sale of Marijuana.

Motion by Council Member Olson second by Council Member Lenz to adopt Ordinance Prohibiting Production, Processing, and Retail Sale of Marijuana. Adam Markus and Rueben Bross spoke in opposition to adoption of the ordinance. Ken Marble spoke in favor of adoption of the ordinance. Voting on the motion – ayes: Carney, Lenz, Olson - nays: Butler, Matson, Murr, Wentz, motion failed.

Finance & Administration

Ordinance No. 2860 – 2014
Budget Amendment –
Manager’s Salary Increase

Motion by Council Member Matson second by Council Member Lenz to adopt Ordinance No. 2860 – 2014 Amending the 2014 Budget for the City Managers Salary Increase. Voting on the motion – ayes: Butler, Lenz, Matson, Murr, Wentz - nays: Carney, Olson, motion carried.

Items from the Audience

There were none.

City Manager Report

City Manager Otterness reported on a successful emergency response exercise dealing with a simulated ammonia leak at the Columbia Valley Fruit company. He also updated the council on the RFP process for the Tourism Promoter/Coordinator position and on the transition of transit providers.

Communications

There were none.

Development of Next Agenda

None.

Recess to Executive Session Litigation Pursuant to RCW 42.30.110 (i) and Property Acquisition Pursuant to RCW 42.30.110 (b)

At 7:07 Mayor Roger Wentz recessed to executive session for 15 minutes to discuss property acquisition pursuant to RCW 42.30.110 (b) and litigation pursuant to RCW 42.30.110 (i). Mayor Wentz, Council Members, City Manager Otterness, Public Works/Community Development Deputy Director Spurlock, Public Works/Community Development Director Henne and City Attorney Noe attended.

Re-convened at 7:22 p.m.

Declined purchase/lease of
property at 1205 Ahtanum

Motion by Council Member Carney second by Council Member Olson to decline to authorize negotiations for lease/purchase of property at 1205

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – March 10, 2014

Ridge Drive

Ahtanum Ridge Drive. Motion carried unanimously.

Authorized release of lien

Motion by Council Member Murr second by Council Member Carney to authorize the release of the city's lien to allow short sale of residential property. Motion carried unanimously.

Adjournment of Meeting

At 7:22 p.m. Mayor Wentz adjourned the May 12, 2014 regular Council Meeting.

Rodney Otterness, City Manager

ATTEST

Karen Clifton, City Clerk



City Council Communication

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

SYNOPSIS: Claim Vouchers Dated May 27, 2014

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 87860 through 87922 are approved in the amount of \$156,894.75.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Claim Voucher Roster

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 05/31/2014

Time: 08:00:54 Date: 05/21/2014

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3132	05/14/2014	Claims	2	EFT	WA STATE DEPT OF REVENUE	6,781.06	EXCISE TAX - 04/2014
3214	05/26/2014	Claims	2	87860	ADVANCED TRAVEL EXP. FUND	1,069.51	AT 1092 -BASIC FIRE INVEST-BAUER; INTRO TO FIRE INVESTIGATION - MACIAS (AT 1094)
3215	05/26/2014	Claims	2	87861	AM SAN	694.81	FACILITY SUPPLIES-GLOVES, AIR FRESHENER, CLEANER
3216	05/26/2014	Claims	2	87862	ASSOCIATION OF WA CITIES	695.00	2014 ANNUAL MEMBERSHIP & RANDOM TESTING FEE
3217	05/26/2014	Claims	2	87863	BLUMENTHAL UNIFORMS &	174.46	NAME PLATE-COBB; SWAT TACTLITE PANTS-EDWARDS
3218	05/26/2014	Claims	2	87864	BURROWS TRACTOR COMPANY	677.19	SLEEVE; 316X112 COT LAW; BLOWER, TRIMMER
3219	05/26/2014	Claims	2	87865	CAREY MOTORS	732.18	VEHICLE SERVICE #12-REPLACE STARTER, LOF; VEHICLE SERVICE #1 LOF; VEHICLE SERVICE-LOF #6 & #22
3220	05/26/2014	Claims	2	87866	CASCADE FIRE EQUIPMENT	17.26	PD FLASHLIGHT REPAIR
3221	05/26/2014	Claims	2	87867	CASCADE NATURAL GAS CORP	558.94	3007 2ND ST - APRIL 2014; CH - 04/2014; 107 W AHTANUM RD - APRIL 2014; PD NATURAL GAS 4/4/14-5/2/14; 4401 MAIN ST # 2- 04/2014; 4401 1/2 MAIN ST- 04/2014
3222	05/26/2014	Claims	2	87868	CENTRAL WA AG MUSEUM	1,250.00	AG MUSEUM COORDINATOR - 03/14 - 04/14
3223	05/26/2014	Claims	2	87869	CENTURY LINK - LD	9.57	CH LONG DISTANCE - 04/2014
3224	05/26/2014	Claims	2	87870	CENTURY LINK	71.61	PD PHONES APRILL 2014; CH FAX - 04/2014
3225	05/26/2014	Claims	2	87871	CI SHRED	37.80	PD SHREDDING APRIL 24, 2014
3226	05/26/2014	Claims	2	87872	CINTAS CORP #605	406.54	FIRE DEPT UNIFORM CLEANING; FIRE DEPT UNIFORM CLEANING; SR CTR MOP & MAT SVC; CH MOP & MAT RENTAL
3227	05/26/2014	Claims	2	87873	CLASSIC CAR WASH	61.75	PD CAR WASHES APRIL 2014
3228	05/26/2014	Claims	2	87874	CLIFF'S SEPTIC SERVICE	8.06	PORTABLE RENTAL
3229	05/26/2014	Claims	2	87875	BLANCA CUEVAS	34.95	OVERPAYMENT REFUND
3230	05/26/2014	Claims	2	87876	CULLIGAN YAKIMA, WA	29.53	WATER SVC- 05/01-05/31/2014
3231	05/26/2014	Claims	2	87877	DAVE'S WINDOW CLEANING SERVICE	125.00	PD WINDOW CLEANING-INSIDE/OUTSIDE
3232	05/26/2014	Claims	2	87878	DESIGN CENTRAL NORTHWEST	45.00	AG MUSEUM & STAY IN THE GAP DESIGN WEB AD SET UP
3233	05/26/2014	Claims	2	87879	DEX WEST	251.16	PARKS AD- 05/14
3234	05/26/2014	Claims	2	87880	BRIAN DUNBAR	32.70	Refund Utility Deposit
3235	05/26/2014	Claims	2	87881	ELITE TOWING & RECOVERY LLC	77.04	PD TOWING #12; PD TOWING-CHARGER 5/8/14
3236	05/26/2014	Claims	2	87882	FRANKS OK TIRE STORE	284.14	2 CALIPERS, FRONT BRAKE PADS AND LABOR
3237	05/26/2014	Claims	2	87883	GAP AUTO PARTS	59.60	LAMP, PROFILE BLADES, ANTIFREEZE

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 05/31/2014

Time: 08:00:54 Date: 05/21/2014

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3238	05/26/2014	Claims	2	87884	GEARJAMMER	1,905.48	PD FUEL APRIL 16-30, 2014
3239	05/26/2014	Claims	2	87885	GILLILAND LAW FIRM PLLC	360.00	CONFLICT ATTORNEY - 04/2014
3240	05/26/2014	Claims	2	87886	INTEGRA TELECOM	2,400.32	CH - 04/2014; PD PHONES 5/3/14-6/2/14; YOUTH PARK/ SENIOR CTR- 04/14
3241	05/26/2014	Claims	2	87887	LOWES COMPANY INC	96.19	STATION SUPPLIES; TARPS - STATION 85
3242	05/26/2014	Claims	2	87888	LOWES COMPANY INC	383.19	REMAINING CREDIT; TITEBOND, SEED, BAGS ETC; GARBAGE BAGS, PIPE, HEX NIPPLE, GREASE GUN; BLEACH; TERMINAL KIT, HEAT SHRINK TUBING; KOBALT FORK; SHOVEL, SOD; BATTERIES; SHOP VAC CARTRIDGE; PAINT
3243	05/26/2014	Claims	2	87889	LOWES COMPANY INC	364.28	FACILITY SUPPLIES-CAR WASH, WEED B GONE, SUPPLIES FOR BREACH DOOR
3244	05/26/2014	Claims	2	87890	DAMIEN & GABRIELA MORENO	150.00	DEPOSIT REFUND
3245	05/26/2014	Claims	2	87891	MORTON'S SUPPLY	215.09	COUPLINGS & CAPS; FLATS, BOLTS, WASHERS, HEX NUT, STAPLES; PIPE, CUTTING & FLANGE; VALVE, SWIVEL MALE
3246	05/26/2014	Claims	2	87892	NEOFUNDS BY NEOPOST	1,000.00	POSTAGE - 05/2014
3247	05/26/2014	Claims	2	87893	NOB HILL CLEANERS	20.40	UNIFORM CLEANING-COBB
3248	05/26/2014	Claims	2	87894	ROBERT F NOE	11,500.00	CITY ATTORNEY - 05/2014
3249	05/26/2014	Claims	2	87895	OFFICE DEPOT	92.84	PD SUPPLIES-DVDS, DVD SLEEVES, STENO BOOKS, PAPER PADS, HANGING FOLDERS
3250	05/26/2014	Claims	2	87896	OFFICE DEPOT	25.48	LEGAL FOLDERS
3251	05/26/2014	Claims	2	87897	SERGIO OSUNA	37.14	Refund Utility Deposit
3252	05/26/2014	Claims	2	87898	PACIFIC POWER	550.88	PD UTILITIES APRIL 1, 2014-APRIL 30, 2014; AG MUSEUM - 04/2014
3253	05/26/2014	Claims	2	87899	PEPSI COLA - YAKIMA	83.00	PD WATER DELIVERY AND RENTAL APRIL 2014
3254	05/26/2014	Claims	2	87900	PETTY CASH	38.77	MISC RCTS - 05/2014
3255	05/26/2014	Claims	2	87901	PROTECTION ONE	67.15	ALARM SERVICE - 05/2014
3256	05/26/2014	Claims	2	87902	REPUBLIC PUBLISHING CO	1,879.25	ENV RVW APP - NELSON REALTY; CODE ENF JOB AD; NOTICE OF PUBLIC HEARING; NTC OF SPC MTG LTAC; CLERK/RECEPTIONIST JOB
3257	05/26/2014	Claims	2	87903	ROTO-ROOTER SERVICES	219.72	STATION 85 ROOF DRAIN REPAIR
3258	05/26/2014	Claims	2	87904	BRIANNA V SCHELHAMMER	27.06	UNIFORM ALLOWANCE
3259	05/26/2014	Claims	2	87905	SPRINT CH/FD/PW ACT #516627226	135.21	BLDG/ PLN- 03/21-04/20
3260	05/26/2014	Claims	2	87906	SUNFAIR CHEVROLET	69.09	DOOR HANDLES
3261	05/26/2014	Claims	2	87907	THOMSON REUTERS - WEST	304.85	WA COURT RULES
3262	05/26/2014	Claims	2	87908	TRI-STATE SUPPLY CO	82.84	COOLER PUMP
3263	05/26/2014	Claims	2	87909	UNION GAP	118.63	WELLNES HEALTH SCREENING SNACKS; YVCOG MTG - WENTZ, CARNEY & OLSON

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 05/31/2014

Time: 08:00:54 Date: 05/21/2014

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3264	05/26/2014	Claims	2	87910	UNITED PARCEL SERVICE	15.18	SHIPPING CHARGES; PD SHIPPING LATE CHARGE
3265	05/26/2014	Claims	2	87911	UNITED STATES POSTMASTER	650.00	UB POSTAGE 05/2014
3266	05/26/2014	Claims	2	87912	UNUM LIFE INSURANCE	137.40	LEOFF 1 LONG TERM CARE - 05/2014
3267	05/26/2014	Claims	2	87913	US BANK CARDMEMBER SVC	971.36	SCOPE BATTERIES & CORN HUSKERS LOTION; PD PATROL SHOE POLISH; FOOD FOR INMATE WORKER; GO TO MY PC - 04/2014; LATE FEE - 05/2014; LATE FEE - 05/14; CARNEY AWC CONFRENCE; FOOD FOR INMATE WORKER-BURGERS;
3268	05/26/2014	Claims	2	87914	VERIZON WIRELESS	150.66	FIN/EXEC - 04/2014
3269	05/26/2014	Claims	2	87915	WA STATE DEPT OF TRANS.	1,455.36	INSTALL PAVEMENT MARKING
3270	05/26/2014	Claims	2	87916	WA STATE PATROL	66.00	BACKGROUND CHECKS
3271	05/26/2014	Claims	2	87917	WAPATO POLICE DEPT	25,301.48	JAIL BILLING APRIL 2014; JAIL PRESCRIPTION BILLING APRIL 2014
3272	05/26/2014	Claims	2	87918	YAKIMA CITY TREASURER	59,755.36	WASTEWATER- 04/14
3273	05/26/2014	Claims	2	87919	YAKIMA CO COMMUNITY SERVICE	309.14	LIQUOR TAX - 1ST QTR
3274	05/26/2014	Claims	2	87920	YAKIMA CO DEPT OF CORRECTIONS	2,275.21	JAIL BILLING APRIL 2014
3275	05/26/2014	Claims	2	87921	YAKIMA CO DISTRICT COURT	28,815.42	COURT OPERATING AGREEMENT - 06/2014
3276	05/26/2014	Claims	2	87922	YAKIMA COOPERATIVE ASSN	680.46	JANITOR FUEL - 04/2014; FIRE DEPT GAS CHARGES - APRIL 2014

000	6.28	
001 Current Expense Fund	84,704.10	
101 Street Fund	1,627.63	
107 Convention Center Reserve Fund	1,478.51	
108 Tourism Promotion Area Fund	113.03	
131 Drug Seizure Forfeiture Fund	72.81	
401 Water Fund	4,423.87	
402 Garbage Fund	4,951.34	
403 Sewer Fund	59,210.98	
404 Water/Sewer Improvement Reserve	32.36	
414 Water Deposits	219.84	
635 Petty Cash	54.00	
	156,894.75	Claims: 156,894.75
* Transaction Has Mixed Revenue And Expense Accounts	156,894.75	



City Council Communication

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

SYNOPSIS: Petty Cash Checks for months March 2014 through April 2014.

RECOMMENDATION: Request Council approve Petty Cash Check Nos. 1819 through 1821 in the amount of \$320, issued and paid in the month of May 27, 2014.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS:

ATTACHMENTS: Petty Cash Voucher Roster

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

03/01/2014 To: 03/31/2014

Time: 06:40:37 Date: 05/16/2014
Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3157	03/19/2014	Claims	637	1819	TOPPENISH EAGLES	54.00	YVCOG MTG - WENTZ, CARNEY & OLSON
001 Current Expense Fund						54.00	
						54.00	Claims: 54.00

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

Certified By: _____ Date: _____

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

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

04/01/2014 To: 04/30/2014

Time: 07:03:32 Date: 05/16/2014
Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3159	04/02/2014	Claims	637	1820	WA STATE DEPT OF LICENSING	26.00	DRIVING RECORDS - SUAREZ/ERMEY
3161	04/30/2014	Claims	637	1821	YAKIMA COUNTY SUPERIOR COURT	240.00	FILING FEES - CBS SIGN LAWSUIT
635 Petty Cash						266.00	
						266.00	Claims: 266.00
* Transaction Has Mixed Revenue And Expense Accounts						266.00	

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

Certified By: _____ Date: _____

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



City Council Communication

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

SYNOPSIS: Advance Travel Checks for months of March 2014 through April 2014.

RECOMMENDATION: Request Council approve Advance Travel Check Nos. 1219 through 1227 in the amount of \$4,637.09, issued and paid in the month of May 27, 2014.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS:

ATTACHMENTS: Advance Travel Claim Voucher Roster

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

03/01/2014 To: 03/31/2014

Time: 07:12:15 Date: 05/16/2014

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1740	03/06/2014	Claims	638	1219	STACE McKINLEY	71.00	ATR #1083
1741	03/06/2014	Claims	638	1220	HECTOR RIVERA	71.00	ATR #1084
2955	03/18/2014	Claims	638	1221	RENARD T EDWARDS	558.00	ATR #1095
2956	03/18/2014	Claims	638	1222	HECTOR RIVERA	558.00	ATR #1096
2957	03/19/2014	Claims	638	1223	LYNETTE BISCONER	169.09	ATR #1100
2959	03/27/2014	Claims	638	1224	BRIANNA V SCHELHAMMER	950.00	ATR #1085
636 Advanced Travel Expense Fund						2,377.09	
						<hr/>	Claims: 2,377.09
* Transaction Has Mixed Revenue And Expense Accounts						2,377.09	

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

Certified By: _____ Date: _____

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

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

04/01/2014 To: 04/30/2014

Time: 07:38:59 Date: 05/16/2014

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3163	04/08/2014	Claims	638	1225	BRIANNA V SCHELHAMMER	786.00	ATR #1086
3167	04/21/2014	Claims	638	1226	SHANE P MACIAS	740.00	ATR #1094
3168	04/21/2014	Claims	638	1227	BRYAN P BAUER	734.00	ATR #1092
636 Advanced Travel Expense Fund						2,260.00	
* Transaction Has Mixed Revenue And Expense Accounts						2,260.00	Claims: 2,260.00

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

Certified By: _____ Date: _____

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