UNION GAP CITY COUNCIL REGULAR MEETING AGENDA MONDAY AUGUST 23, 2021 – 6:00 P.M. CITY HALL, 102 W. AHTANUM ROAD, UNION GAP

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

- 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 August 9, 2021 as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Payroll Vouchers – EFT's, and Voucher Nos. 103264 through 103270 for the month of July 2021, in the amount of \$462,147.58

Claims Vouchers – EFT's, and Voucher Nos. 103271 through 103338 for August 23, 2021, in the amount of \$185,299.55

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

IV. GENERAL ITEMS

Public Hearing

Six-Year Transit Development Plan 2022-2027

Public Works & Community Development

- Resolution No. _____ Adopting the 2022-2027 Six-Year Transit Development Plan
 Resolution No. ____ Set Public Hearing; Repayment Agreement between the City and TWOEAGLES Properties, LLC
 Resolution No. ____ HLA Task Order 2021-02 Ahtanum Rd/Main St Stormwater Improvements Construction Services
- V. ITEMS FROM THE AUDIENCE: Final Opportunity The City Council will allow comments under this section on items NOT already on the agenda. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record
- VI. CITY MANAGER REPORT
- VII. COMMUNICATIONS/QUESTIONS/COMMENTS
- VIII. DEVELOPMENT OF NEXT AGENDA
 - IX. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date:

August 23, 2021

From:

David Dominguez, Civil Engineer

Topic/Issue:

Public Hearing; Six-Year Transit Development Plan 2022-2027

SYNOPSIS: Public Hearing, which was set at the August 9, 2021 meeting, to receive public testimony on the draft amendment of the Six-Year Transit Development Plan 2022 - 2027.

RECOMMENDATION: Conduct a Public Hearing.

LEGAL REVIEW: Reviewed by the City Attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: This public hearing was set at the August 9, 2021 Council Meeting.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

- 1. Union Gap Transit Development Plan 2022 2027 and 2020 Annual Report
- 2. Notice of Public Hearing



Union Gap Transit Development Plan 2022 - 2027 and 2020 Annual Report

Union Gap Transit Operated by Medstar Transportation 1904 Fruitvale Blvd Yakima, WA 98902 (509) 248-2004

Public Hearing

Adopted by Union Gap City Council

Submitted to WSDOT

Acknowledgements

City of Union Gap

Arlene Fisher, City Manager Dennis Henne, Public Works Director Karen Clifton, Finance Director

Prepared by:

Medstar Transportation 1904 Fruitvale Blvd, Yakima, WA 98902

Contact person: Justin Bergener

CEO

Email - discover@gomedstar.com

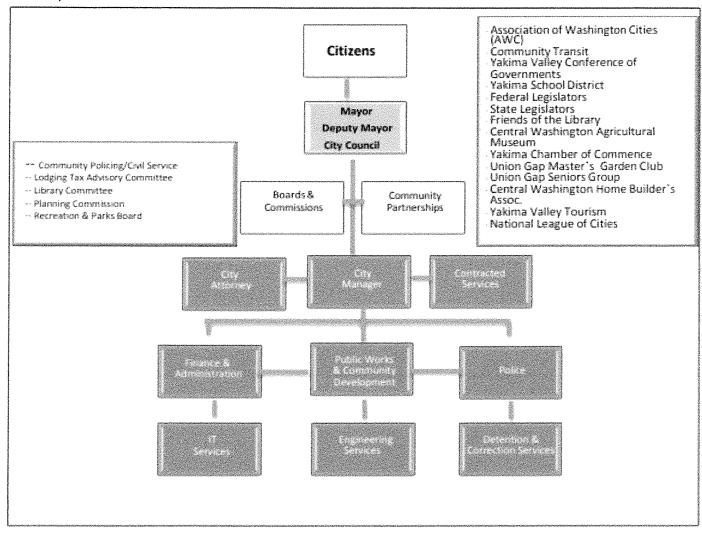
Phone: (509) 248-2004

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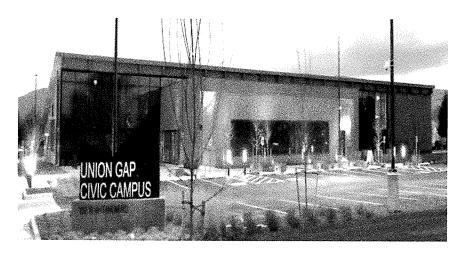
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Section 4: Service Characteristics	,
Section 5: Service Connections	•
Section 6: Service Development & Improvements	:
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Section 1: Organization

Union Gap Transit is governed by the Union Gap City Council. Their 7 member board approves changes to transit operations and service levels.



City council meetings are usually held on the second and fourth Monday of each month at the Union Gap Civic Hall located at 102 W Ahtanum Rd. Additionally, the Transit Advisory Committee meets as needed to discuss any suggestions or ideas for transit development and changes.

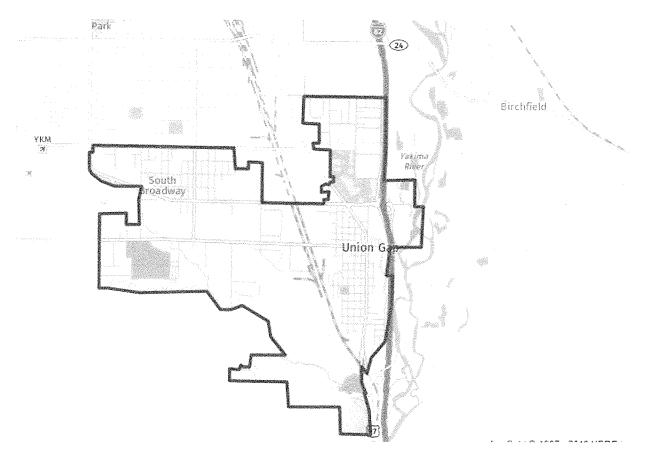


As of 07/01/2021 Union Gap Transit contractor employed:

- 2 full time employees in the operations division
- 7 full time equivalents in the Dial-A-Ride Paratransit division
- .5 full time equivalent in the maintenance division
- .5 full time equivalent in the administration division
- .98 full time equivalent employed by The City of Union Gap transit division
- 10.98 Total Transit employees

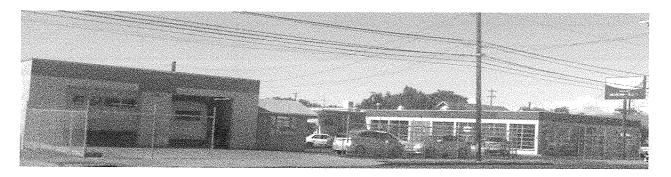
Section 2: Union Gap Transit Service Area

Union Gap Transit is a municipal transit system as authorized in RCW 35.58.2795 and is located in Yakima County.



Section 3: Physical Plant

The contractor's facility is located at 1904 Fruitvale Blvd., Yakima, WA 98902. The building is owned by their contracted services provider Medstar Transportation.



Section 4: Service Characteristics

Union Gap Transit contracts transit services both fixed route and ADA paratransit services to Medstar Transportation.

In 2008 the Union Gap Transit Division was created and fully funded through a .02% sales tax. This funding supports free passenger fares for both fixed route and paratransit services. This division's purpose is to administer the Union Gap Transit contract and provide essential management and support services to the division through oversight, coordination and technical assistance.

Union Gap Transit provides fixed route and ADA paratransit services. Union Gap Transit operates 3 fixed route buses with the 3rd route bus going in a reverse direction Monday-Friday and 2 buses on the weekends. Bus service operates Monday through Friday 6:00 a.m. – 7:00 p.m., and Saturday and Sunday 9:00 a.m. – 7:00 p.m. The Monday through Friday bus service operates on half-hour headways with the reverse route operating on a one-hour frequency. Saturday and Sunday bus service operates on a one-hour frequency. Dial-A-Ride paratransit service operates the same service hours as fixed route service. Additionally, Dial-A-Ride Paratransit service also operates Sunday 8:00 a.m. – 1:00 p.m. For further details on local fixed route service as well as shuttle services, please visit the Union Gap Transit website at https://uniongapwa.gov/transit or see the back section of the Yakima Transit Bus book. Union Gap Transit currently offers free service (no boarding fee) to all transit riders and complementary paratransit rides for all qualified riders.

Due to the fact that all vehicles used in the provision of transit services are purchased and owned by the contractor and not the City of Union Gap, there is no listing for capital expenditures for vehicles in this plan. When vehicles are listed as additions to or replacement of vehicles used for transit purposes, it is for fleet description only as no capital funds are used at this time.

Section 5: Service Connections

Union Gap Transit provides fixed route service to the Sears passenger shelter on Valley Mall Blvd and Main St for connections with Yakima Transit routes 7 and 9 as well as connections with Selah Transit. The Pahto Public Passage bus routes 1, 4 and 6 connect at the Sears Bus Stop M-F at 10:45 a.m., 2:30 pm and again at 5:10 p.m. These connector routes meet up with the CWA Airporter Shuttle for trips to Seattle, the Ellensburg Commuter and the Community Connector for trips throughout the Yakima Valley as well as connections to Ben Franklin Transit in the Tri Cities.

Union Gap Transit offers Dial-A-Ride services within the city limits of Union Gap, and to and from the city limits of Yakima and Selah.

Section 6: Service Development & Improvements

- 1. Work together with the City of Union Gap and local businesses to promote the service and local business.
- 2. Provide shuttle service to residents and the public for special events such as the State Fair, 4th of July and other events when requested.
- 3. Develop innovative ways to streamline operations and efficiencies.
- 4. Continue striving for excellence in support of our core values to provide great customer service as well

- as safe reliable transportation.
- 5. Work with local businesses to help promote and support commerce.

Section 7: Union Gap Transit Development Plan & WSDOT - Operating & Investment Guidelines:

Preservation:

In 2020, Union Gap Transit will continue to use its resources to maintain service levels in all modes of Transportation while meeting all the requirements of the ADA. In the next 6 years, Union Gap Transit will maintain or increase levels of service, replace most of the older revenue service vehicles and try to add more alternative fuel or hybrid vehicles.

Safety:

The continued modernization of the vehicle fleets including fleet software will improve system safety by enlisting the latest safety related technology and maintenance systems. The installation of more bus shelters will improve system safety by providing a waiting area that is both well lit and away from traffic. The installation of cross walks across busy streets will improve safety and efficiency in the long run.

Drivers are certified in First Aid, CPR, Blood Borne Pathogens, Defensive Driving, Passenger Assistance Safety & Sensitivity Class, Child Restraint Safety and Fire Suppression upon hire. Drivers are with a driver trainer for 6 days and signed off on the 7th day. When new training items come up, every driver is sent a request to do the updated training in the Google classroom.

Recertifications are as follows:

- 1. First Aid & CPR are done every 2 years.
- 2. Blood Borne Pathogens, Child Restraint Safety and Fire Suppression are done every year.
- 3. Defensive Driving and Passenger Assistance Safety and Sensitivity Class are done every 3 years.

In 2020 there were no accidents or incidents involving the route buses. We plan on keeping accidents or incidents low with continued monitoring and surprise inspections from our field supervisor and field assistants. With the continued monitoring and surprise inspections we can keep route buses on time, maintain the vehicle condition, and keep our drivers and riders safe.

Mobility:

In completing this Six Year Transit Development Plan, Union Gap Transit will continue with a totally accessible fixed route bus fleet, while increasing service levels in paratransit services for those with disabilities who are unable to use the fixed route services.

Environment:

In the near future, we hope to have converted all transit vehicles to hybrid or alternative fuel technology to enhance a healthy community, promote energy conservation and protect our environment.

Stewardship:

It is the intent of Union Gap Transit, to work towards greater efficiency and to improve the quality of our on demand transportation services with efficient routes and studies for a future investment in micro transit services for local and outlying businesses. This could include an on demand rider App which would allow riders to easily view the ETA of each vehicle in real time.

Section 8: Plan Assumptions

Population – According to the 2019 US Census estimate, the population of the Union Gap is 6,200.

- 1. Sales Tax We are expecting sales tax to remain constant through 2027.
- 2. Inflation Factor Per historical, CPI for Medstar operating expenses will increase at a rate of 1.5% as outlined in the plan through 2027. Although, In 2021 we expect there will be higher than normal inflation.
- **3. Fixed Route Bus Service** In 2021 Union Gap Transit will provide 14,625 hours of revenue service. Ridership will be consistent through 2027 outside of Covid-19 impact. By 2027 we will add an electric bus to the fleet, which will reduce gas consumption.



Figure 1: Monthly Ridership. This graph depicts the month ridership totals since the implementation of services by Medstar Transportation in 2020. *Ridership decreased due to Covid-19 starting in March*

SUM of Total vs. Month

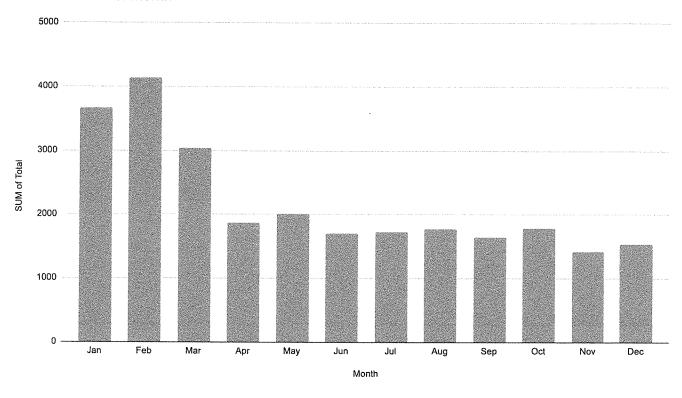


Figure 2: Monthly Ridership. This graph depicts the monthly ridership totals by Route for 2020.

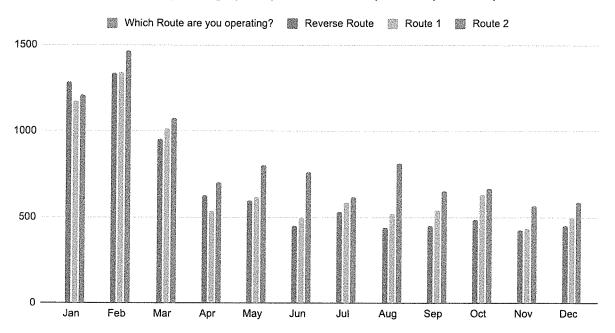
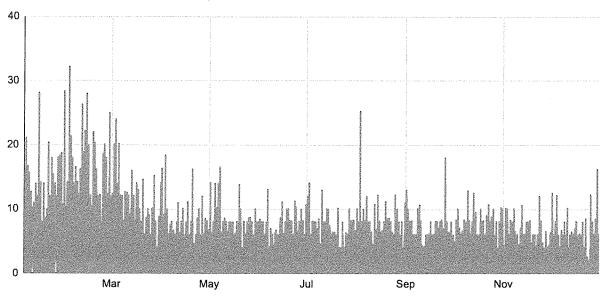


Figure 3: Union Gap Route Daily Average by Month. This graph depicts boardings/exits per day by month for 2020.





4. Dial-A-Ride ADA Paratransit Service

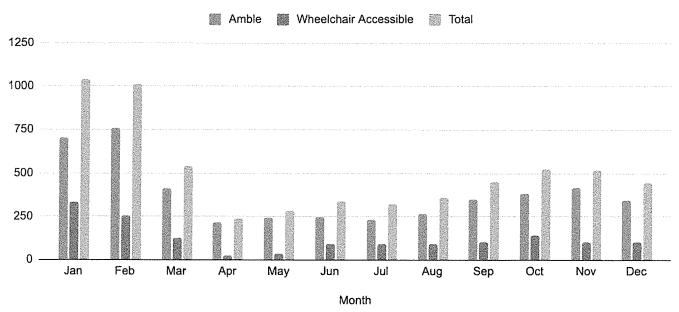
Union Gap Transit provided 3,904 revenue hours of service in 2020, and forecast it will be back to pre-Covid ridership levels in mid 2022 and then increase at a rate of 1% each year through 2027.



Figure 4: Dial A Ride Ridership.

This graph shows the total boardings for 2020. *Ridership decreased due to Covid-19 starting in March 2020*

Amble, Wheelchair Accessible and Total



In future years Dial-A-Ride services may increase due to an increase in the aging population. In order to adhere to ADA Americans with Disabilities Act standards and requirements for those with disabilities, it may be necessary to consider securing additional revenue to be used exclusively for Dial-A-Ride growth and service quality maintenance. Mobility Management may be used to direct riders who are able to the fixed route system.

- 5. **Transit Buses** The Union Gap Fleet consists of 6 Transit Buses in compliance with ADA Wheelchair Lifts.
- 6. Paratransit Vehicles The Dial a Ride Fleet consists of 2 wheelchair accessible Grand Caravans.
- 7. **Contract Administration, Operations, Shop and Administration Facility** Our call center is open 24 hours with administrative support for 24/7, as well as full time onsite mechanics on duty to ensure seamless service 7 days a week for any breakdowns or mechanical failures.
- 8. **Bus Shelters** In coordination with its contractor the City will determine appropriate locations along its arterials for fixed bus stops. Fixed bus stops will increase safety along these corridors for both transit riders and motorists. Bus shelters and benches are installed and maintained by the City.
- 9. **Flag Stops -** Flag stops are a great way to increase ridership along with the many bus shelters and benches along the route. With safety in mind, flag stops on major arterials like Main Street and Washington Avenue are permitted when it is safe to pull off the road. For all other flag stops, the driver must be able to give sufficient notice to the vehicles behind the bus before stopping.
- 10. Fares There is no cost to ride Dial A Ride or the Union Gap Transit bus routes.

Section 9: Operating Data 2020 Actual - 2022 - 2027 Estimated

Fixed Route Service	2020	2022	2023	2024	2025	2026	2027
Revenue vehicle miles	162,069	162,069	162,069	162,069	162,069	162,069	162,069
Total vehicle miles	182,106	182,100	182,100	182,100	182,100	182,100	182,100
Revenue vehicle hours	10,922	14,625	14,625	14,625	14,625	14,625	14,625
Total vehicle hours	15,356	15,356	15,356	15,356	15,356	15,356	15,356
Passenger trips	13,166	17,200	22,442	24,686	24,933	25,183	25,434
Fatalities	0	0	0	0	0	0	0
Reportable injuries	0	0	0	0	0	0	0
Collisions	0	0	0	0	0	0	0
Gasoline fuel							
Consumed (gal)	18,980	23,147	23,147	23,147	23,147	23,147	23,147
Dial-A-Ride Service							

Revenue vehicle miles	50,341	57,195	67,867	68,546	69,231	69,923	70,623
Total vehicle miles	56,563	65,500	76,255	77,018	77,788	78,566	79,351
Revenue vehicle hours	5,043	6,492	7,567	7,643	7,719	7,797	7,875
Total vehicle hours	6,299	8,514	8,599	8,685	8,772	8,860	8,948
Passenger trips	6,075	8,680	9,777	9,875	9,973	10,073	10,174
Fatalities	0	0	0	0	0	0	0
Reportable injuries	0	0	0	0	0	0	0
Collisions	0	0	0	0	0	0	0
Gasoline fuel							
Consumed (gal)	3,072	3,812	4,355	4,399	4,443	4,487	4,532

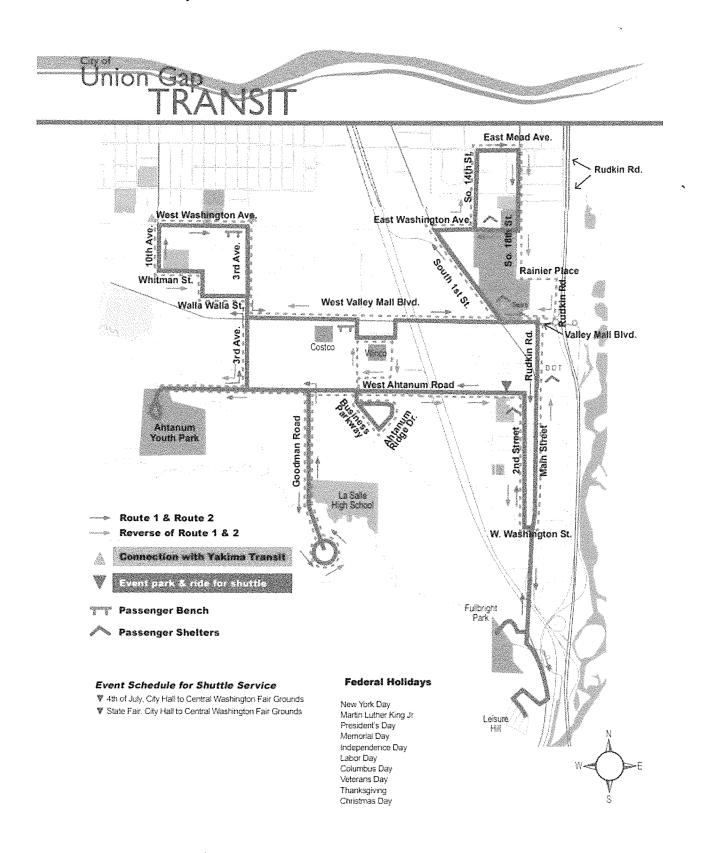
	on dap mansit -	Operating neve	enues and Expe	nuitures, 2020	results and 20	JZZ-ZUZ1	
		All figure	es in whole doll	ars			
Year	2020	2022	2023	2024	2025	2026	2027
Beginning Balance	3,720,583	3,886,904	3,908,092	3,947,172	3,986,644	4,026,511	4,066,776
Revenues							
Sales Tax	1,078,120	1,267,784	1,267,784	1,267,784	1,267,784	1,267,784	1,267,784
Fares Box							
Interest	21,975	51,374	*				
Federal Operating Grants							
State Operating Grants							
Interfund Loan Proceeds	25,339						
Total Available	4,846,016	5,206,062	5,227,250	5,266,330	5,305,802	5,344,669	5,385,934
Operating Expenses							
Contracted Fixed Route	737,258	748,317	759,542	770,935	782,499	794,237	806,150

Contracted Paratransit	1,000				B 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	I	
ADA	153,521	224,445	227,812	231,229	234,697	238,218	241,791
Contracted Shuttle							
Service							
City Operating Expenses	112,353	146,367	152,221	158,310	164,642	171,228	178,077
Total Expenses	959,112	1,146,267			***************************************		
Net Cash Available	3,886,904	4,059,795					
Capital Obligations							
Capital Improvements	147,587	46,200	46,200	46,200	46,200	46,200	46,200
Interfund Transfers	18,750	18,750	18,750	18,750	18,750	18,750	18,750
Total Capital							
Expenditures	166,337	64,950	64,950	64,950	64,950	64,950	64,950
Ending Cash Balance							
12/31	3,886,904	3,908,092					

Section 10: List of Equipment

Year	Make	Model	VIN#	Seats	Lift/Ramp	Vehicle #
2016	Dodge	Caravan	2C4RDGBG0GR396557	3	YES	67
2012	Dodge	Caravan	2D4CN1AE1AR334613	3	YES	44
2006	Ford	E-450	1FDXE45S13HA54135	12	YES	114
2003	Ford	E-450	1FDWE35S24HA18722	14	YES	116
2006	Ford	E-450	IFDXE45576HA69713	14	YES	104
2009	Ford	E-450	1FDFE45S99DA39376	13	YES	108
2010	Ford	E-450	1FDFE4FS6ADA05947	10	YES	109
2001	Ford	E-450	1FDXE45S91HA12454	14	YES	110

Section 11: Route Map and Schedules



Union Gap TRANSIT

Route 1 - Monday-Friday | Ruta 1- lunes-viernes

	Sear Store	14th & Mead	18th & Carey	D.O.T.	Fullbirght Park	Leisure Hill	2nd St.& Washington	Business Park	Youth Park	10th Ave. & Washington	3rd Ave. & Washington	Costco	Winco
AW	6:30	6:34	6:36	6:40	6:47	6:51	6:55	7:01	7:06	7:12	7:14	7:18	7:20
	7:00	7:04	7:06	7:10	7:17	7:21	7:25	7:31	7:36	7:42	7:44	7:48	7:50
	7:35	7:39	7:41	7:45	7:52	7:56	8:00	8:06	8:11	8:17	8:19	8:23	8:25
	8:05	8:09	8:11	8:15	8:22	8:26	8:30	8:36	8:41	8:47	8:49	8:53	8:55
	8:40	8:44	8:46	8:50	8:57	9:01	9:05	9:11	9:16	9:22	9:24	9:28	9:30
	9:10	9:14	9:16	9:20	9:27	9:31	9:35	9:41	9:46	9:52	9:54	9:58	10:00
	9:45	9:49	9:51	9:55	10:02	10:06	10:10	10:16	10:21	10:27	10:29	10:33	10:35
	10:15	10:19	10:21	10:25	10:32	10:36	10:40	10:46	10:51	10:57	10:59	11:03	11:05
	10:50	10:54	10:56	11:00	11:07	11:11	11:15	11:21	11:26	11:32	11:34	11:38	11:40
	11:20	11:24	11:26	11:30	11:37	11:41	11:45	11:51	11:56	12:02	12:04	12:08	12:10
F (1)	12:30	12:34	12:36	12:40	12:47	12:51	12:55	1:01	1:06	1:12	1:14	1:18	1:20
	1:00	1:04	1:06	1:10	1:17	1:21	1:25	1:31	1:36	1:42	1:44	1:48	1:50
	1:35	1:39	1:41	1:45	1:52	1:56	2:00	2:06	2:11	2:17	2:19	2:23	2:25
	2:05	2:09	2:11	2:15	2:22	2:26	2:30	2:36	2:41	2:47	2:49	2:53	2:55
	2:40	2:44	2:46	2:50	2:57	3:01	3:05	3:11	3:16	3:22	3:24	3:28	3:30
	3:10	3:14	3:16	3:20	3:27	3:31	3:35	3:41	3:46	3:52	3:54	3:58	16:00
	3:45	3:49	3:51	3:55	4:02	4:06	4:10	4:16	4:21	4:27	4:29	4:33	4:35
	4:15	4:19	4:21	4:25	4:32	4:36	4:40	4:46	4:51	4:57	4:59	5:03	5:05
	4:50	4:54	4:56	5:00	5:07	5:11	5:15	5:21	5:26	5:32	5:34	5:38	5:40
	5:20	5:24	5:26	5:30	5:37	5:41	5:45	5:51	5:56	6:02	6:04	6:08	6:10
	5:55	5:59	6:01	6:05	6:12	6:16	6:20	6:26	6:31	6:37	6:39	6:43	6:45
	6:25	6:29	6:31	6:35	6:42	6:46	6:50	6:56	7:01	7:07	7:09	7:13	7:15

Federal Holiday service in Blue.

Route 1 - Saturday & Sunday | Ruta 1- Sábado y Domingo

AM	Sear Store 8:40	14th & Mead 8:44	18th & Carey 8:46	D.O.T. 8:50	Fullbirght Park 8:57	Leisure Hill 9:01	2nd St. & Washington 9:05	Business Park 9:11	Youth Park 9:16	10th Ave. & Washington 9:22		Costco 9:28	Winco 9:30
270,2019	9:10	9:14	9:16	9:20	9:27	9:31	9:35	9:41	9:46	9:52	9:54	9:58	10:00
	9:45	9:49	9:51	9:55	10:02	10:06	10:10	10:16	10:21	10:27	10:29	10:33	10:35
	10:15	10:19		10:25	10:32	10:36	10:40	10:46	10:51	10:57	10:59	11:03	11:05
	10:50	10:54	animayayanaya	11:00	11:07	11:11	11:15	11:21	11:26	11:32	11:34	11:38	11:40
	11:20	11:24	unament, mus	11:30	11:37	11:41	11:45	11:51	11:56	12:02	12:04	12:08	12:10
	12:30	ampedas seemad to	12:36	12:40	12:47	12:51	12:55	1:01	1:06	1:12	1:14	1:18	1:20
PM	1:00	1:04	1:06	1:10	1:17	1:21	1:25	1:31	1:36	1:42	1:44	1:48	1:50
	1:35	1:39	1:41	1:45	1:52	1:56	2:00	2:06	2:11	2:17	2:19	2:23	2:25
	2:05	2:09	2:11	2:15	2:22	2:26	2:30	2:36	2:41	2:47	2:49	2:53	2:55
	2:40	2:44	2:46	2:50	2:57	3:01	3:05	3:11	3:16	3:22	3:24	3:28	3:30
	3:10	3:14	3:16	3:20	3:27	3:31	3:35	3:41	3:46	3:52	3:54	3:58	4:00
	3:45	3:49	3:51	3:55	4:02	4:06	4:10	4:16	4:21	4:27	4:29	4:33	4:35
	4:15	4:19	4:21	4:25	4:32	4:36	4:40	4:46	4:51	4:57	4:59	5:03	5:05
	4:50	4:54	4:56	5:00	5:07	5:11	5:15	5:21	5:26	5:32	5:34	5:38	5:40
	5:20	5:24	5:26	5:30	5:37	5:41	5:45	5:51	5:56	6:02	6:04	6:08	6:10
	5:55	5:59	6:01	6:05	6:12	6:16	6:20	6:26	6:31	6:37	6:39	6:43	6:45

Federal Holiday service in Blue.

Reverse Route - Monday-Friday | Ruta Inversa - lunes-viernes

AM	Sear Store 6:45	14th & Mead 6:49	18th & Carey 6:51	3rd Ave. & Washington 7:03	10th Ave. & Washington 7:07	Youth Park 7:13	Business Park 7:18	Winco 7:23	2nd St. & Washington 7:30	р.о.т. 7:35
	7:47	7:51	7:53	8:05	8:09	8:15	8:20	8:25	8:32	8:37
	8:49	8:53	8:55	9:07	9:11	9:17	9:22	9:27	9:34	9:39
	9:51	9:55	9:57	10:09	10:13	10:19	10:24	10:29	10:36	10:41
	10:53	10:57	10:59	11:11	11:15	11:21	11:26	11:31	11:38	11:43
	11:55	11:59	12:01	12:13	12:17	12:23	12:28	12:33	12:40	12:45
	1:30	1:34	1:36	1:48	1:52	1:58	2:03	2:08	2:15	2:20
	2:32	2:36	2:38	2:50	2:54	3:00	3:05	3:10	3:17	3:22
	3:34	3:38	3:40	3:52	3:56	4:02	4:07	4:12	4:19	4:24
	4:36	4:40	4:42	4:54	4:58	5:04	5:09	5:14	5:21	5:26
	5:38	5:42	5:44	5:56	6:00	6:06	6:11	6:16	6:23	6:28
	6:40	6:44	6:46	6:58	7:02	7:08	7:13	7:18	7:25	7:30

Federal Holiday service in Blue.

Section 12: Dial A Ride Rules and Information



TELEPHONE INFORMATION HOURS:

Monday-Friday 7AM - 6 FM Saturday 8 AM - 6 PM Sunday 8 AM - 4 PM

ACCESSIBLILTY- All transit buses are wheelchair accessible. All of Union Gap Transit's buses are lift-equipped to accommodate our passengers using mobility devices such as wheelchairs

BUS STOPS- See map or call 574-8000 for assistance. LOST AND FOUND- Lost items are held for 30 days.

BICYCLES

Our transit buses are equipped with bike racks.

Union Gap Transit assumes no liability for damage or theft when using bike racks. Use the bike racks at your own risk and monitor your bike when it is on the racks. Please follow the bike rack instructions when loading/unloading.

LOADING YOUR BIKE

- 1. Pull up to release arm & allow it to drop down slowly.
- 2. Lift bike onto rack putting bike in the inside slot first.
- 3. Raise support arm over top of front tire & release to fit over tire making sure support arm is resting on tire not metal

UNLOADING YOUR BIKE- (inform driver you need to unload

- 1. Raise arm off the tire & allow it to drop down slowly
- 2. Lift bike out of rack
- 3. If there is no other bike in the rack, fold the rack up by raising it to the upright position.

RIDING GUIDLINES-

- Shirts and shoes are required
- State law prohibits smoking on the bus
- Take seat quickly & stay seated while the bus is moving
- State law requires the use of seat belts
- No eating, drinking or listening to music wout headphones
- Keep feet and carry-on items including strollers out of the sisles
- Non service animals must be in cages
- Children under 6 must be with an adult or older child
- No profesity or rude behavior allowed on the bus
- Bikes must be in bike racks. No rollerblades
- The first few seats are reserved for the elderly and riders with special mobility needs. Please give up those seats when requested.
- Please let the driver know shead of time if you want to get off the bus, and after exiting, wait for the bus to leave before crossing the street.
- Flag stops will only occur when the driver feels it is safe to

UNION GAP DIAL-A-RIDE-

This program is a great way for Union Gap residents with mental or physical disabilities, temporary injury or illness to travel when needed within the cities and Union Gap, Selah, and Yakima. In order to become eligible to ride Dial-A-Ride each applicant must complete & submit an application which includes a medical evaluation of their disability, temporary injury or illness. For an application call 574-8000

INFORMACIÓN TELEFÓNICA:

Lunes a Viernes: 7 AM - 6 PM Sábado: 8 AM - 6 PM Domingo: 8 AM - 4 PM

SERVICIOS ACCESIBLES - Todos los autobuses de tránsito son accesibles para minusválidos. Todos los autobuses de tránsito de Union Gap son equipados con elevadores para dar cabida a nuestros pasajeros que utilizan dispositivos de movilidad como sillas

BUS STOPS- Ver mapa o llame al 574-8000 para obtener ayuda. ARTÍCULOS PERDIDOS-Objetos perdidos y fundadores perdidos se llevan a cabo durante 30 días.

RICICI FTAS

DNOTO LECTA 3

Nuestros autobrese de tránsito estan equipados con bastidores de bicicletas.

Union Gap Transit asume ninguna responsabilidad por daños o robo cuando se utiliza
bastidores de bicicletas. Usa los bastidores de bicicletas a su propio riesgo y controlar su biololeta cuando está en los bastidores. Por favor, siga las instrucciones portabicide-las cuando se carga / descarga.

- CARGAR LA BICICLETA.

 1. Ponga hacia arriba para liberar el brazo y permitir que calga abajo lentamente.

 2. Levante la bicicleta sobre la regila poniendo en bicicleta en el interior de la ranura por
- 3. Levante el brazo de soporte sobre la parte superior del neumático delantero y de tiperación para encajar en fabricar neumáticos brazo de soporte seguro está descansando en el neumático no metálica.

DESCARGA DE SU BICICLETA - l'informar controlador que necesita para descargar

- Levantar el brazo de la lianta y la deje caer hacia abajo lentamente.
 Levante la biololeta fuera del bastidor.
 S. Si no hay otra biololeta en el estante, el estante veces por elevandolo a la posicion.

REGLAS PARA VIAJAR-

- Se requieren camisas y zapatos
- La ley estatal prohíbe fumar en el autobús
- Tome asiento rápidamente y permanecer sentado mientras el autobús está en movimiento
- La ley requiere el uso de cinturones de seguridad
- No se permite comer, beber o escuchar música de entrada / salida de auriculares w
- Mantenga los pies y el equipaje de mano, incluyendo sillas de paseo fuera de los pasillos
- Animales no disponen del servicio deben estar en jaulas
- Los niños menores de 8 años deben estar acompañados por un adulto o un niño mayor
- No hay malas palabras o comportamiento grosero permitido en el autobús
- Las bicicletas deben estar en bastidores de bicicletas. No hay ostines
- Los primeros asientos están reservados para los ancianos y los corredores con necesidades especiales de movilidad. Por favor, renunciar a esos asientos cuando se le solicite.
- Por favor, deje saber al conductor antes de que se quiera bajar del autobús, y después de salir, esperar a que el autobús para salir antes de cruzar la calle.
- Las paradas de bandera sólo se producirán cuando el conductor considere que es seguro hacerlo.

UNION GAP DIAL-A-RIDE- Este programa es una gran manera para que los residentes de Union Gap con discapacidades mentales o físicas, daño temporal o enfermedades de viajar cuando sea necesario dentro de las ciudades y Union Gap, Selah, y Yakima. Con el fin de ser elegibles para montar Dial-A-Ride cada solicitante debe completar y presentar una solicitud que incluye una evaluación médica de su discapacidad, lesión o enfermedad temporal. Para una aplicación llame a 574-8000.

NOTICE OF PUBLIC HEARING CITY OF UNION GAP, WASHINGTON

NOTICE IS HEREBY GIVEN that on Monday, August 23 2021, at 6:00 p.m., or as soon thereafter as possible, the Union Gap City Council will conduct a public hearing. The purpose of the public hearing is to receive comments on proposed revisions to the Six-Year Transit Development Plan 2022 – 2027.

The public hearing will be held in-person at the Union Gap Council Chambers, Located at. 102 W. Ahtanum Road, Union Gap, WA (please see the *COVID-19 Public Meeting Procedures* below). This meeting will also be accessible telephonically by calling (509) 494-6563.

COVID-19 Public Meeting Procedures: in accordance with current and ongoing proclamations by the Governor of the State of Washington, those individuals who have been fully vaccinated for the COVID-19 virus, do not need to wear a mask, however, those who have not been vaccinated will be required to wear a mask.

Those who are interested in attending the meeting telephonically can call the number below at 6:00 p.m. on August 23, 2021. For questions on accessing this telephonic meeting, please call me at 509-249-9216 **prior to 5:00 p.m. on 8/23/2021**.

8/23/2021 Public Hearing

Mon, August 23, 2021; 6:00 PM

Phone Number: 1(509) 494-6563

Access Code: 0126791

DATED this 9th day of August 2021.

Faren Clifton, City Clerk



City Council Communication

Meeting Date: August 23, 2021

From: David Dominguez, City Engineer

Topic/Issue: Resolution – Adopting the 2022-2027 Six-Year Transit Development Plan

SYNOPSIS: Each year, or as necessary, the City conducts a Public Hearing prior to adopting an amended Six-Year Transit Development Plan.

RECOMMENDATION: Approve a Resolution adopting the amended 2022-2027 Six-Year Transit Development Plan for the City of Union Gap.

LEGAL REVIEW: The City Attorney has reviewed the resolution.

FINANCIAL REVIEW: There is no financial impact on the budget.

BACKGROUND INFORMATION: The Six-Year Transit Development Plan 2022 - 2027 was presented to Council at the August 9, 2021 Council Meeting and a Public Hearing was held on August 23, 2021.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Resolution

CITY OF UNION GAP, WASHINGTON RESOLUTION NO. ____

A RESOLUTION adopting a Six-Year Transit Development Plan 2022 - 2027.

WHEREAS, the City operates its own transit system within the City of Union Gap;

WHEREAS, as a result, the City is required to prepare a Six-Year Transit Development Plan and submit the same to the Washington State Department of Transportation (DOT);

WHEREAS, the City's contractor, Medstar Transportation has prepared a Six-Year Transit Development Plan and has received favorable review and comments concerning the Plan;

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

The Six-Year Transit Development Plan prepared by Medstar Transportation, on behalf of the City, is hereby adopted as the City of Union Gap's Six-Year Transit Development Plan 2022 - 2027.

PASSED this 23th day of August, 2021.

	John Hodkinson, Mayor
ATTEST:	APPROVED AS TO FORM:
Karen Clifton, City Clerk	Bronson Brown, City Attorney



City Council Communication

Meeting Date: August 23, 2021

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

Topic/Issue: Resolution - Set Public Hearing; Repayment Agreement between the City and

TwoEagles Properties, LLC

EVNOPETE: Cat Bublic Happing for Contambor 12, 2021 at 6,00 p.m. to receive public testimony

SYNOPSIS: Set Public Hearing for September 13, 2021 at 6:00 p.m. to receive public testimony regarding the. Repayment Agreement between the City and TwoEagles Properties, LLC.

RECOMMENDATION: A Resolution setting a public hearing, for September 13, 2021 @ 6:00 p.m., in regards to the Repayment Agreement between the City and TwoEagles Properties, LLC..

LEGAL REVIEW: City Attorney reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. Draft Notice of Public Hearing

3. Repayment Agreement

CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION setting a public hearing regarding the City and TwoEagles Properties, LLC. Repayment Agreement.

WHEREAS, the City is required to conduct a public hearing concerning the Repayment Agreement between the City and TwoEagles Properties, LLC.;

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

A public hearing is set for Monday, September 13, 2021 at 6:00 p.m. for interested parties to appear and provide input on the Repayment Agreement between the City and TwoEagles Properties, LLC..

Notice of the hearing shall be published in the Yakima Herald-Republic, which is the newspaper of general circulation in the City.

PASSED this 23rd day of August, 2021.

	John Hodkinson, Mayor
ATTEST:	APPROVED AS TO FORM:
Karen Clifton, City Clerk	Bronson Brown, City Attorney

NOTICE OF PUBLIC HEARING CITY OF UNION GAP, WASHINGTON DRAFT

NOTICE IS HEREBY GIVEN that on Monday, September 13, 2021, at 6:00 p.m., or as soon thereafter as possible, the Union Gap City Council will conduct a public hearing. The purpose of the public hearing is to receive comments on the proposed Developer's Agreement submitted by Two Eagles Properties, LLC.

The public hearing will be held in-person at the Union Gap Council Chambers, Located at. 102 W. Ahtanum Road, Union Gap, WA (please see the *COVID-19 Public Meeting Procedures* below). This meeting will also be accessible telephonically by calling (509) 494-6563.

COVID-19 Public Meeting Procedures: in accordance with current and ongoing proclamations by the Governor of the State of Washington all individuals who attend in person are required to wear a mask.

Those who are interested in attending the meeting telephonically can call the number below at 6:00 p.m. on September 13, 2021. For questions on accessing this telephonic meeting, please call me at 509-249-9216 **prior to 5:00 p.m. on 9/13/2021**.

9/13/2021 Public Hearing

Mon, September 13, 2021; 6:00 PM

Phone Number: 1(509) 494-6563

Access Code: 0126791

DATED this 23rd day of August 2021.

Karen Clifton, City Clerk

REPAYMENT AGREEMENT

1.	PARTIES:	This Repayment Agreement dated	, 2021, is made and executed
betwee	en the CITY (OF UNION GAP, a Washington municipa	l corporation (hereinafter referred to as
"City"), and TWOE	EAGLES PROPERTIES, LLC, a Washingt	ton limited liability company (hereinafter
referre	d to as "Two	Eagles"), and DEREK C. THOMPSON, a	single man (hereinafter referred to as
"Guara	antor").		

2. **PURPOSE:** The purpose of this Agreement is to provide for repayment by TwoEagles to the City for city sanitary sewer to be constructed by the City which will serve and benefit property owned and to be developed by TwoEagles.

3. **RECITALS:**

- A. TwoEagles is a limited liability company whose sole voting member and manager is Derek C. Thompson. Derek C. Thompson is a single man.
- B. TwoEagles owns the following described property within the City, Yakima County, Washington, on the corner of South 16th Avenue and West Washington Avenue in the area known as South Broadway:

TRACTS 39 AND 40 OF THE PLAT OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 18 EAST, WM., ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME "E" OF PLATS, PAGE 36, RECORDS OF YAKIMA COUNTY, WASHINGTON;

EXCEPT ANY PART OF SAID TRACT 39 LYING WITHIN THE PLAT OF PORTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME "M" OF PLATS, PAGE 18, RECORDS OF YAKIMA COUNTY, WASHINGTON;

AND EXCEPT ANY PART OF SAID TRACT 39 LYING WITHIN PARCELS A AND B OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT FILED FOR RECORD UNDER AUDITOR'S FILE NUMBER 7589471, RECORDS OF YAKIMA COUNTY, WASHINGTON;

AND EXCEPT THE WEST 150 FEET OF THE NORTH 290 FEET OF SAID TRACT 40:

AND EXCEPT RIGHT OF WAY DEEDED TO THE CITIES OF UNION GAP AND YAKIMA;

AND EXCEPT COMMENCING AT THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 18 EAST, W.M.; THENCE SOUTH 00°23'53" WEST ALONG THE WEST LINE OF SAID SECTION, 742.51 FEET; THENCE SOUTH 89°04'35" EAST 226.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°04'35" EAST 439.07 FEET TO THE WEST LINE OF PARCEL A OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT FILED FOR RECORD UNDER AUDITOR'S FILE NUMBER 7589471, RECORD OF YAKIMA COUNTY, WASHINGTON; THENCE SOUTH 00°28'47" WEST ALONG THE WEST LINE OF SAID BOUNDARY LINE ADJUSTMENT 282 FEET, MORE OR LESS, TO THE CENTERLINE OF WIDE HOLLOW CREEK, ALSO BEING THE SOUTH LINE OF SAID TRACTS 39 AND 40; THENCE WESTERLY AND NORTHERLY ALONG SAID CENTERLINE TO A POINT WHICH BEARS SOUTH 00°23'53" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 00°23'53" EAST 53 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; and

THE WEST 150 FEET OF THE NORTH 290 FEET OF TRACT 40, PLAT OF SECTION 36; TOWNSHIP 13 NORTH, RANGE 18, E.W.M., AS RECORDED IN VOLUME E OF PLATS, PAGE 36, RECORDS OF YAKIMA COUNTY, WASHINGTON.

EXCEPT THE PORTION CONVEYED TO CITY OF YAKIMA, A WASHINGTON MUNICIPAL CORPORATION AS RECORDED IN DEED UNDER RECORDING 7753713

SITUATE IN YAKIMA COUNTY. STATE OF WASHINGTON.

(Assessor's Parcel Nos. 181336-32013 and 181336-32003)

(hereinafter referred to as "TwoEagles Property").

- C. TwoEagles intends to develop the TwoEagles Property as commercial property.
- D. A necessary prerequisite to TwoEagles developing the TwoEagles Property is construction and installation of approximately 4,200 linear feet of sanitary sewer to serve and benefit the TwoEagles Property (hereinafter referred to as "the Project").
- E. City has applied for funding from Yakima County, Washington (hereinafter referred to as "County") for the amount of One Million Five Hundred Eighty Thousand Dollars and Zero Cents (\$1,580,00.00) from the Supporting Investment in Economic Diversification fund (hereinafter referred to as "SIED"), Seven Hundred Ninety Thousand Dollars and Zero Cents (\$790,000.00) to be in the form of a loan, and Seven Hundred Ninety

Thousand Dollars and Zero Cents (\$790,000.00) to be in the form of a grant, to fund the City's completion of the Project.

- F. The City and County have entered into an agreement for the County to loan Seven Hundred Ninety Thousand Dollars and Zero Cents (\$790,000.00) to the City, such amount to be repaid by the City as provided in such agreement. The agreement also provides for a grant to the City of Seven Hundred Ninety Thousand Dollars and Zero Cents (\$790,000.00) for the Project. The agreement described in this recital is hereinafter referred to as "SIED Contract." TwoEagles and Guarantor hereby acknowledge receipt of a copy of the SIED Agreement.
- G. In consideration of the City's completion of the Project, which will serve and benefit the TwoEagles Property, TwoEagles has agreed to repay to the City Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) (hereinafter referred to as "Loan Funds") of the loan from the County to the City at the same interest rate and upon the same payment terms as the loan by the County to the City.
- H. In order to secure the TwoEagles obligation to repay to the City the Loan Funds, the Guarantor has agreed to guaranty repayment of the Loan Funds. To further secure the TwoEagles obligation to repay to the City the Loan Funds, TwoEagles has agreed to grant the City a Deed of Trust in and to the following described property in Yakima County, Washington:

TRACTS 39 AND 40 OF THE PLAT OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 18 EAST, WM., ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME "E" OF PLATS, PAGE 36, RECORDS OF YAKIMA COUNTY, WASHINGTON;

EXCEPT ANY PART OF SAID TRACT 39 LYING WITHIN THE PLAT OF PORTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME "M" OF PLATS, PAGE 18, RECORDS OF YAKIMA COUNTY, WASHINGTON;

AND EXCEPT ANY PART OF SAID TRACT 39 LYING WITHIN PARCELS A AND B OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT FILED FOR RECORD UNDER AUDITOR'S FILE NUMBER 7589471, RECORDS OF YAKIMA COUNTY, WASHINGTON;

AND EXCEPT THE WEST 150 FEET OF THE NORTH 290 FEET OF SAID TRACT 40;

AND EXCEPT RIGHT OF WAY DEEDED TO THE CITIES OF UNION GAP AND YAKIMA;

AND EXCEPT COMMENCING AT THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 18 EAST, W.M.; THENCE SOUTH 00°23'53" WEST ALONG THE WEST LINE OF SAID SECTION, 742.51 FEET; THENCE SOUTH 89°04'35" EAST 226.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°04'35" EAST 439.07 FEET TO THE WEST LINE OF PARCEL A OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT FILED FOR RECORD UNDER AUDITOR'S FILE NUMBER 7589471, RECORD OF YAKIMA COUNTY, WASHINGTON; THENCE SOUTH 00°28'47" WEST ALONG THE WEST LINE OF SAID BOUNDARY LINE ADJUSTMENT 282 FEET, MORE OR LESS, TO THE CENTERLINE OF WIDE HOLLOW CREEK, ALSO BEING THE SOUTH LINE OF SAID TRACTS 39 AND 40; THENCE WESTERLY AND NORTHERLY ALONG SAID CENTERLINE TO A POINT WHICH BEARS SOUTH 00°23'53" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 00°23'53" EAST 53 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; and

THE WEST 150 FEET OF THE NORTH 290 FEET OF TRACT 40, PLAT OF SECTION 36; TOWNSHIP 13 NORTH, RANGE 18, E.W.M., AS RECORDED IN VOLUME E OF PLATS, PAGE 36, RECORDS OF YAKIMA COUNTY, WASHINGTON.

EXCEPT THE PORTION CONVEYED TO CITY OF YAKIMA, A WASHINGTON MUNICIPAL CORPORATION AS RECORDED IN DEED UNDER RECORDING 7753713

SITUATE IN YAKIMA COUNTY, STATE OF WASHINGTON.

(Assessor's Parcel Nos. 181336-32013 and 181336-32003)

(hereinafter referred to as "Collateral Property").

I. By action of the City's Council, the City has approved this Agreement and authorized the City Manager to execute it for and on behalf of the City.

4. AGREEMENT:

A. <u>Incorporation of Recitals</u>. The facts contained in Section 3, "RECITALS" of this Agreement are accurate and incorporated herein.

- B. <u>Representations and Warranties</u>. TwoEagles and Guarantor hereby represent and warrant as follows:
 - (1) <u>Organization</u>: TwoEagles is a limited liability company which is, and at all times shall be, duly organized, validly existing and in good standing under and by virtue of the laws of the State of Washington.
 - Authorization. TwoEagles' and Guarantor's execution, delivery, and performance of this Agreement and all documents to be executed by them have been duly authorized by all necessary action by TwoEagles and Guarantor and do not conflict with, result in any violation of, or constitute a default under any provision of TwoEagles' articles or agreements related to the limited liability company, any agreement or other instrument binding upon TwoEagles or Guarantor, or any law, government regulation, court decree, or other order applicable to TwoEagles or Guarantor or to their properties.
 - (3) <u>Legal Effect</u>. This Agreement and any instrument or agreement TwoEagles or Guarantor are required to give under this Agreement when delivered will constitute legal, valid and binding obligations of TwoEagles and/or Guarantor enforceable against TwoEagles and/or Guarantor in accordance with the respective terms of this Agreement and any other instruments or agreement required herein.
 - (4) Properties. Except as contemplated by this Agreement or as previously disclosed by TwoEagles or Guarantor in writing to the City and accepted by the City and except for property tax liens for taxes not presently due and payable, TwoEagles owns and has good title to all of TwoEagles' properties free and clear of all liens and security instruments, and has not granted or executed any liens or security documents or financing statements relating to such properties. All of TwoEagles' properties are titled in TwoEagles' legal name, and TwoEagles has not used or filed a financing statement under any other name in the last five years.
 - (5) <u>Litigation Claims</u>. No litigation, claim, investigation or administrative proceeding or similar action (including those for unpaid taxes) against TwoEagles or Guarantor is pending or threatened, and no other event has occurred which may materially adversely affect TwoEagles' or Guarantor's condition or properties, other than litigation, claims or events, if any, that have been disclosed to and acknowledged by the City in writing.

- (6) <u>Lien Priority</u>. Unless otherwise previously disclosed to City in writing, TwoEagles has not entered into or granted any mortgage, deed of trust or security agreement, or permitted the filing or attachment of any lien or security interest on or affecting any of the properties directly or indirectly securing repayment to the City, that would be prior or that may in any way be superior to the City's lien or security interest and rights in and to collateral provided by TwoEagles to secure TwoEagles' obligations to the City.
- (7) <u>Binding Effect</u>. This Agreement, the Promissory Note, Individual Guaranty and Deed of Trust are binding upon the signors thereof as well as upon their successors, representatives and assignees, and are legally enforceable in accordance with their respective terms.
- C. Repayment. TwoEagles shall repay to the City Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) of the loan from the County to the City, which amount is one-half (1/2) of such loan), at the same interest rate and with the same terms of payment payable by the City to the County, which interest rate and payments are as follows:

REPAYMENT OF COUNTY LOAN—The City shall *repay* the County's loan of Seven Hundred Ninety Thousand Dollars and Zero Cents (\$790,000.00)) with interest on unpaid principal, at an annual per annum rate of 3.56%, which is the Yakima County Interfund Loan Rate for the equivalent term of the loan. In the event the contract is fully executed after January 31, 2020, the parties agree to use the current Yakima County Interfund Loan Rate on the date this Agreement is fully executed by both parties. Interest shall accrue from the date this Agreement is approved by the County.

Repayment of principal and interest shall be made in ten annual installments. The first payment shall be due on June 1, 2022, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2031; Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.

Exhibit A attached hereto and incorporated herein reflects the Debt Service Schedule as noted.

In the event of payment by the City of any one or more installments, or of the entire loan balance, before the date prescribed in Exhibit A, interest shall accrue on such installment(s) or balance until, but not beyond, the June 1 next succeeding the date of such payment(s). If more than one installment is paid

during any repayment year, then the repayment period recited above shall be correspondingly shortened and the scheduled of payments reflected in Exhibit A shall be correspondingly advanced.

Concurrently with the execution of this Agreement by the parties, TwoEagles shall execute and deliver to the City a Promissory Note to evidence its repayment obligation to the City in the form attached hereto as Exhibit B and incorporated herein by reference (hereinafter referred to as "Promissory Note"). TwoEagles obligation to repay the Loan Funds and the Promissory Note described above shall be an unconditional obligation of TwoEagles to the City and shall not be conditional upon TwoEagles developing or otherwise improving the TwoEagles Property.

- D. <u>Individual Guaranty</u>. Concurrently with the execution of this Agreement, the Guarantor shall execute and deliver to the City an Individual Guaranty in the form attached hereto as Exhibit C (hereinafter referred to as "Guaranty") and incorporated herein by reference to fully secure the Promissory Note. TwoEagles hereby approves and agrees to the terms of the Guaranty.
- E. <u>Collateral</u>. Concurrently with the execution of this Agreement TwoEagles shall execute and deliver to the City a Deed of Trust in the form attached hereto as Exhibit D and incorporated herein by reference to secure repayment of the Loan Funds (hereinafter referred to as "Deed of Trust") and the Promissory Note.
- City's Expenditures. Two Eagles shall reimburse the City for any costs and expenses F. incurred by the City for appraisals, title searches, title insurance and reconveyance fees for the collateral securing TwoEagles' obligation to repay the Loan Funds and the Promissory Note, and escrow and closing fees and costs related securing to signatures, notaries and recording of documents and instruments in escrow in order to accomplish the intents and purposes of this Agreement and carry out its provisions. In addition, if any action or proceeding is commenced that would materially affect the City's interest in the collateral or if TwoEagles or Guarantor fail to comply with any provision of this Agreement, the Promissory Note, Guaranty or Deed of Trust, including but not limited to TwoEagles' or Guarantor's failure to discharge or pay when due any amounts TwoEagles or Guarantor are required to discharge or pay under this Agreement or under the Promissory Note, Guaranty or Deed of Trust, the City on TwoEagles' and Guarantor's behalf may (but shall not be obligated to) take any action that the City deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on any collateral and paying all costs for insuring, maintaining and preserving the collateral. All such expenditures incurred that are paid by the City for such purposes shall bear interest at the rate charged

on the Promissory Note from the date incurred or paid by the City to the date of repayment by the TwoEagles or Guarantor. All such expenses will become a part of the indebtedness, and, as part of the indebtedness by TwoEagles to the City and, at the City's option, will (1) be payable upon demand; (2) be added to the balance of the Promissory Note and apportioned among and be payable with any installment payments that become due during the remaining term of the Promissory Note; or (3) be treated as a balloon payment which will become due and payable at the Promissory Note's maturity.

- G. **Default.** Each of the following shall constitute an event of default under this Agreement:
 - (1) <u>Payment Default</u>. TwoEagles fails to make any payment when due under the Promissory Note;
 - Other Defaults. Two Eagles or Guarantor fail to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in the Promissory Note, Guaranty or Deed of Trust or fail to comply with or perform any obligation, covenant or condition contained in any other agreement between the City and Two Eagles and/or Guarantor.
 - (3) <u>Defective Collateralization</u>. This Agreement, the Promissory Note, Guaranty or Deed of Trust ceases to be in full force and effect (including failure of the Deed of Trust to create a valid and perfected security interest or lien at any time and for any reason).
 - (4) <u>Creditor of Forfeiture Proceedings</u>. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceedings, self-help, repossession or any other method, by any creditor of TwoEagles or Guarantor or by any governmental agency against any collateral securing the Promissory Note. However, such event of default shall not apply if there is a good faith dispute by TwoEagles or Guarantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if TwoEagles or Guarantor give the City written notice of the creditor or forfeiture proceeding and deposits with the City monies or a surety bond for the creditor or forfeiture proceedings, in an amount determined by the City, in its sole discretion, as being an adequate reserve or bond for the dispute.
 - (5) <u>Events Affecting Guarantor</u>. Any of the preceding events occurs with respect to any Guarantor of the Promissory Note or the Guarantor disputes the validity of, or liability under, any guaranty of the Promissory Note.

- (6) <u>Insolvency</u>. The insolvency of TwoEagles or Guarantor, the appointment of a receiver for any part of TwoEagles property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against TwoEagles or Guarantor.
- (7) <u>Change in Ownership</u>. The resignation or expulsion of any member with an ownership interest of twenty-five percent (25%) or more in Two Eagles, provided however, that it shall not be an event of default if the transfer is to a member's lawful lineal descendents or to a trustee for the benefit of a member's lawful lineal descendents.
- H. Effect of an Event of Default. If an event of default shall occur, except where otherwise provided in this Agreement, the Promissory Note, Guaranty or Deed of Trust, at the City's option, all amounts owed by the TwoEagles and Guarantor to the City will become due and payable, all without notice of any kind to TwoEagles or Guarantor. In addition, the City shall have all rights and remedies provided in the Promissory Note, Guaranty and Deed of Trust or available at law, in equity, or otherwise, except as may be prohibited by applicable law. All of the City's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by the City to pursue any remedies shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of TwoEagles shall not affect the City's right to declare a default and to exercise its rights and remedies.
- I. <u>Governing Law</u>. This Agreement will be governed by the laws of the State of Washington.
- J. <u>Severability</u>. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid or enforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified it shall be considered deleted from this Agreement. Unless otherwise provided by law, the illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.
- K. <u>Successors and Assigns</u>. All covenants and agreements by or on behalf of TwoEagles and Guarantor contained in this Agreement, the Promissory Note, Guaranty or Deed of Trust shall bind the TwoEagles' and Guarantor's successors and assigns and shall inure to the benefit of the City and its successors and assigns. TwoEagles shall not, however,

have the right to assign TwoEagles' rights under this Agreement or any interest herein, without the prior written consent of the City.

L. <u>Survival of Representations and Warranties</u>. TwoEagles and Guarantor understand and agree that in entering into this Agreement, the City is relying on all representations, warranties, and covenants made by TwoEagles and Guarantor under this Agreement or in any certificate or other instrument delivered by the TwoEagles or Guarantor to the City under this Agreement, the Promissory Note, Guaranty or Deed of Trust. TwoEagles and Guarantor further agree that regardless of any investigation made by the City, all such representations, warranties and covenants shall survive the execution of this Agreement and delivery to the City of the Promissory Note, Guaranty and Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as all amounts due to the City under this Agreement and the Promissory Note, Guaranty and Deed of Trust have been paid in full.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year last written below.

CITY OF UNION GAP	TWOEAGLES PROPERTIES, LLC, a Washington limited liability company
ARLENE FISHER, City Manager	By: Derek C. Thompson, Member/Manager
Attest:	
KAREN CLIFTON, City Clerk	
Approved as to Form:	
, City Attorney	
	DEREK C THOMPSON Individually/Guarantor

STATE OF WASHINGTON)	
County of Yakima	: ss.)	
me, and said person acknowled	ged that he signed as the Member/Mar	vidence that DEREK C. THOMPSON is the person who appeared before this instrument, and on oath stated that he was authorized to execute the nager of TWOEAGLES PROPERTIES, LLC, to be the free and voluntary ed in the instrument.
DATED:	, 202	1.
		←print name Notary Public in and for the State of Washington. Residing at:
STATE OF WASHINGTON)	
County of Yakima	; ss.)	
I certify that I know or appeared before me, and said pe and purposes mentioned in the ir	rson signed this inst	evidence that DEREK C. THOMPSON, a single man is the person who trument and acknowledged it to be his free and voluntary act for the uses
DATED:	, 2021	l.
		←print name
		Notary Public in and for the State of Washington. Residing at:, Washington
		My appointment expires

STATE OF WASHINGTON)	
County of Yakima	; ss.)	
appeared before me, and said p authorized to execute the instrur	or have satisfactory evidence that Arlene Fisher and Karen Clift tersons acknowledged that they signed this instrument, and on or ment and acknowledged it as the City Manager and City Clerk, re- luntary act of such party for the uses and purposes mentioned in the	ath stated that they were spectively, of the City of
DATED:	, 2021.	
	Notary Public in and for the State of Washingt Residing at:	
	My appointment expires	

EXHIBIT A TO

REPAYMENT AGREEMENT CITY OF UNION GAP / TWOEAGLES PROPERTIES, LLC **DATED** _____2021

Daled Delive	.,,		Sour	City of U	ice Schedule Inion Gap rea Sewer Exte	nsion	SIA 3 Simp Ins	9/360 YRLY 7/6
Period	Соирон Date	Int Cale Day Cuts	Principal Payment	Essective Coupon Rate	Interest Payment	Credit Enhancements	Periodio Debt Service	Outstanding Balance
3	6/1/2022	843/360	33,815.52	3.56000	65,857,03		99,672,55	756,184.48
4	6/1/2023	360/360	72,752.38	3,56000	26,920.17		99,672,55	683,432,10
5	6/1/2024	360/360	75,342,37	3.56000	24,330.18		99.672.55	608,089,73
6	6/1/202 <i>5</i>	360/360	78,024.56	3.56000	21,647,99		99,672.55	530,065,17
7	6/1/2026	360/360	80,802.23	3,56000	18,870.32		99,672,55	449,262,94
8	6/1/2027	360/360	83,678.79	3.56000	15,993.76		99,672,55	365,584.15
9	6/1/2028	360/360	86,657.75	3.56000	13.014.80		99.672.55	278,926,40
10	6/1/2029	360/360	89,742.77	3.56000	9,929,78		99,672,55	189,183.63
11	6/1/2030	360/360	92,937.61	3.56000	6,734.94		99,672,55	96,246,02
12	6/1/2031	360/360	96,246.02	3.56000	3,426.36		99,672,38	0.00
10	Records =	10	\$790,000.00		\$206,725.33	\$0.00	\$996,725.33	A CONTRACTOR OF THE STATE OF TH
		YL)	3.5600000 0.0000000			ssue		\$790,000.00
								\$0.00
Averug	e Lye		7.3504953					\$0.00
***************************************				Und	lerwriter Discoun	<i>t (</i> +)		\$0.00
				Lun	ip-sum credit enh	ancements (-)		\$0.00

EXHIBIT B

TO

REPAYMENT AGREEMENT CITY OF UNION GAP / TWOEAGLES PROPERTIES, LLC DATED 2021

PROMISSORY NOTE

\$395,000.00	, 2021, Yakima	, Washington
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For Value Received, the undersigned promises to pay to the order of the CITY OF UNION GAP, a Washington municipal corporation, the sum of Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) in lawful money of the United States of America, with interest thereon in like money from January 28, 2020, until paid at the rate of 3.56% per annum payable as follows:

Payment of principal and interest shall be made in ten (10) annual installments. The first payment shall be due on June 1, 2022, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2031; provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.

Payment shall be by check payable to the City of Union Gap 405 Sewer Infrastructure Reserve Fund and delivered to the City of UNION GAP Treasurer, PO Box 3008, 107 West Ahtanum Rd, Union Gap, Washington, 98903-0008. Exhibit A attached hereto and incorporated herein reflects the debt service schedule as noted.

In the event of payment by the maker of any one or more installments, or of the entire loan balance, before the date prescribed in Exhibit A, interest shall accrue on such installment(s) or balance until, but not beyond, the June 1 next succeeding the date of such payment(s). If more than one installment is paid during any repayment year, then repayment cited above shall be correspondingly shortened and the schedule for payments reflected in Exhibit A shall be correspondingly advanced.

Interest shall be computed on unpaid balances, and payments shall be applied first to interest, with the remainder being applied to principal.

This note is secured by a deed of trust of even date from the undersigned to the City of Union Gap as beneficiary, and is further guaranteed by an individual guaranty by Derek C. Thompson to the City of Union Gap.

If any installment of principal or interest is not paid when due, thereupon at the option of the holder hereof, the entire unpaid balance of principal and all accrued interest shall become immediately due and payable. For value received, each and every party signing or endorsing this note waives presentment, demand, protest, and notice of nonpayment thereof and binds it as a principal, not as a surety. The undersigned promise and agree that if this note is collected by an attorney after maturity and before the commencement of suit, maker shall pay the City as Payee reasonable attorney fees actually incurred; and in case suit or action is instituted to collect this

note or any portion thereof, the undersigned further promise and agree to pay such sum as the court may adjudge reasonable as attorneys' fees in such suit or action. At the option of the holder hereof, the venue of any suit hereon may be laid in Yakima County, Washington.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

TWOEAGLES PROPERTIES, LLC, a Washington limited liability company				
By: Derek C	C. Thompson, Member/Manager			
Address:	4309 W. Nob Hill Blvd Yakima, WA 98908			

EXHIBIT A TO PROMISSORY NOTE CITY OF UNION GAP / TWOEAGLES PROPERTIES, LLC DATED _______2021

DEBT SERVICE SCHEDULE

Period	Coupon	Inter. Calc.	Principal	Eff.	Interest	Periodic	Outstanding
	Date	Day Cnts	Payment	Cpn. Rt.	Payment	Debt Service	Balance
3	6/1/2022	843/360	16,907.76	3.560	32,928.52	49,836.28	378,092.24
4	6/2/2023	360/360	36,376.20	3.560	13,460.08	49,836.28	341,716.04
5	6/1/2024	360/360	37,671.19	3.560	12,165.09	49,836.28	304,044.85
6	6/1/2025	360/360	39,012.28	3.560	10,824.00	49,836.28	265,032.57
7	6/1/2026	360/360	40,401.12	3.560	9,435.16	49,836.28	224,631.45
8	6/1/2027	360/360	41,839.40	3.560	7,996.88	49,836.28	182,792.05
9	6/1/2028	360/360	43,328.88	3.560	6,507.40	49,836.28	139,463.17
10	6/1/2029	360/360	44,871.39	3.560	4,964.89	49,836.28	94,591.78
11	6/1/2030	360/360	46,468.81	3.560	3,367.47	49,836.28	48,122.96
12	6/1/2031	360/360	48,122.96	3.560	1,713.18	49,836.14	0.00
TOTAL			395,000.00		103,362.66	498,362.66	

EXHIBIT C

TO

REPAYMENT AGREEMENT
CITY OF UNION GAP /
TWOEAGLES PROPERTIES, LLC
DATED 2021

INDIVIDUAL GUARANTY

To induce the CITY OF UNION GAP, a Washington municipal corporation (hereinafter referred to as "City"), to extend credit or other financial accommodations to TWOEAGLES PROPERTIES, LLC, a Washington limited liability company (hereinafter referred to as "TwoEagles") upon such terms and conditions as may be agreed upon between City and TwoEagles, and for other good and valuable consideration, receipt of which is hereby acknowledged, Derek C. Thompson ("Guarantor") absolutely and unconditionally guarantees to City at all times payment and performance immediately when due of any and all Indebtedness now owing or which may hereafter be owing by TwoEagles to City and all costs, charges and expenses which City may incur in enforcing or obtaining payment or performance of any such Indebtedness, on the terms and conditions set forth below.

- 1. <u>INDEBTEDNESS</u>. The term "Indebtedness" means all debts and other obligations and liabilities of TwoEagles to City of any kind, whether direct or contingent, and irrespective of their character, regularity, enforceability or validity, including but not limited to payment of the sum of Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00), in accordance with the terms of a promissory note of even date herewith payable to the City or order, and made by TwoEagles, and all renewals, modifications, and extensions thereof and also such further sums as may be advanced or loaned by the City to TwoEagles or any of its successors or assigns, together with interest thereon at such rate as shall be agreed upon. Nothing contained herein shall be deemed to obligate City to extend any definite amount of credit to TwoEagles.
- CHANGES IN INDEBTEDNESS, SECURITY AND GUARANTIES. City is hereby given the following powers and rights, which City may at its sole discretion exercise one or more times and from time to time without in any way diminishing, releasing or discharging Guarantor's obligations hereunder: (a) To extend time of payment, or otherwise alter, renew or extend the terms of any Indebtedness; (b) to change, substitute, withdraw, decrease, increase, release, alter, collect or sell (at public or private sale for such price upon such terms as City may deem reasonable) any collateral or property securing such Indebtedness or any part thereof; (c) to receive or substitute any security or guaranties for any Indebtedness; (d) to subordinate, compromise, impair, release or fail to perfect any of City's rights with respect to such security; (e) to compromise or release any liability of TwoEagles or any guarantor; (f) to apply all sums of money and/or property, of any kind or nature, which may be received by City from TwoEagles, or from anyone on TwoEagles' behalf, or for TwoEagles' use or benefit, to the reduction and/or payment of whatever portion of TwoEagles' Indebtedness and/or liabilities which City, in its sole discretion, may determine, regardless of whether said portion is unsecured, is in any way secured or guarantied, or is barred by the statute of limitations (it being the intention of the parties hereto that City shall have the absolute control over the application of all payments from whatever source received); (g) to subordinate any Indebtedness to any other claim of City or others against Two Eagles; (h) to assign City's rights under this Guaranty in whole or in part; (i) to exercise the same powers and rights in the event of TwoEagles' insolvency, bankruptcy, receivership, or

assignment for the benefit of Creditors, in which event all of the Indebtedness owing from TwoEagles to City shall be satisfied in full before Guarantor shall be entitled to participate in the distribution of TwoEagles' assets; and (j) to otherwise deal with TwoEagles, Guarantor and/or any other guarantors, persons or entities as City may elect. City may take any of these actions without giving notice to or obtaining the consent of Guarantor, and Guarantor's liability to City under this Guaranty shall remain in full force and effect.

- 3. NON RELEASE OF GUARANTOR. The liability of Guarantor shall not be affected or impaired by City's failure, neglect or omission to realize on the Indebtedness or any collateral therefore. City shall not be bound in any way to effect the reduction or satisfaction of TwoEagles' indebtedness to City and neither Guarantor nor TwoEagles shall have the right to require City to reduce or satisfy said Indebtedness either by application of any collateral, or by the enforcement of any guaranty, which City either now holds or hereafter may obtain as security for the whole or any part of said Indebtedness. This Guaranty shall remain enforceable against Guarantor regardless of any discharge of TwoEagles' liability by a bankruptcy court or other insolvency proceedings, by running of any statute of limitations, by incapacity of TwoEagles, by judicial or non-judicial foreclosure of any security interest granted to or succeeded to by City, or by any other means than receipt by City in payment of all Indebtedness of TwoEagles covered by this Guaranty.
- INDEBTEDNESS. Guarantor assumes full responsibility for keeping informed of TwoEagles' financial condition and all other circumstances bearing upon the risk of nonpayment or nonperformance of the Indebtedness. City shall have no duty to report to Guarantor information known to City regarding the foregoing subjects. TwoEagles authorizes City to release to Guarantor all information City possesses concerning credit extended or other financial accommodations made to TwoEagles by City, but City need not release such information without first being compensated for the reasonable cost of collecting, preparing and reproducing the information. Guarantor waives the right to require City to make any presentment, demand or protest with respect to TwoEagles' default on any Indebtedness. Guarantor waives the right to notices by City, including notice of acceptance of this Guaranty, notice of transactions creating or modifying any Indebtedness, notice of default, notice of dishonor, notice of protest and notices of every kind or nature, including those of any action or non-action on the part of TwoEagles, City, any Guarantor, or any other guarantor, or of any creditor of TwoEagles, City or any Guarantor, or any other guarantor, or of any other person or entity whomsoever.
- 6. <u>ELECTION OF REMEDIES</u>. Guarantor's obligations under this Guaranty are independent of those of TwoEagles. Guarantor waives the right to require City (a) to proceed against TwoEagles or any other person or entity, (b) to proceed against or exhaust any security held from TwoEagles or any other person or entity, or (c) to pursue any other remedy. City may elect to foreclose on any real or personal property security by judicial or nonjudicial sale, and/or to proceed in separate or joint actions against TwoEagles, any security, Guarantor, or any other guarantors. All guarantors shall be jointly and severally liable for the entire Indebtedness of TwoEagles to City. Guarantor shall not be entitled to have proceedings against Guarantor stayed due to the pendency of a bankruptcy proceeding staying actions against TwoEagles. No election of remedies by City shall release or limit Guarantor's liability to City, even if the effect of the election is to deprive Guarantor

of its subrogation to City's rights, or of its right to reimbursement from TwoEagles for sums paid by Guarantor.

- ENFORCEMENT. Guarantor waives any defenses based on statutes of limitations, delay in enforcement of City's rights, or discharge or limitation of TwoEagles' liability. Any demand or notice to Guarantor shall be deemed given when mailed by certified or registered mail, postage prepaid, to Guarantor's address set forth below or to such other address as City hereafter acknowledges having received in writing from Guarantor. Guarantor agrees to pay all expenses, including attorney's fees and the costs of staff counsel, reasonably incurred by City in efforts to collect or enforce any Indebtedness or this Guaranty. If Guarantor is a married individual, Guarantor agrees that the obligations under this Guaranty may be enforced against his or her separate property and against the community property of Guarantor and his or her spouse. Guarantor further agrees (a) that this Guaranty is governed by the laws of the State of Washington; (b) that Guarantor hereby submits to the jurisdiction of the Courts of the State of Washington; and (c) that the venue of any suit arising out of this Guaranty may, at the option of City, be laid in Yakima County, State of Washington.
- 8. <u>SUBORDINATION</u>. Guarantor subordinates any present and future indebtedness of TwoEagles to Guarantor in favor of the Indebtedness of TwoEagles to City. Guarantor's rights of subrogation to City's rights and remedies against TwoEagles, any security or other guarantors, and Guarantor's rights to reimbursement from TwoEagles for sums paid by Guarantor to City under this Guaranty, may not be exercised until the Indebtedness has been paid and performed in full.
- 9. MISCELLANEOUS. The invalidity or unenforceability of any provisions of this Guaranty shall not affect the remaining provisions. Words used herein in the singular number shall be deemed to include the plural, and vice versa, and words importing the masculine gender shall also include the feminine and neuter, where the number or gender of the signators hereto shall require such construction. Titles used herein are for the convenience only and are not to be used in construing this Guaranty. This Guaranty shall be valid and binding upon all persons and entities who have executed this Guaranty notwithstanding the existence of other guaranties of TwoEagles' indebtedness and/or liabilities and/or obligations to City. The provisions of this Guaranty shall bind and benefit the heirs, legal representatives, successors and assigns of Guarantor and City.

DATED this	day of	, 2021	
CITY OF UNION GAP		GUARANT	OR
ARLENE FISHER, City Man	nager	DEREK C.	THOMPSON, Individually
KAREN CLIFTON, City Cle	erk	Address:	4309 W. Nob Hill Blvd

Yakima, WA 98908

Address:

PO Box 3008

102 West Ahtanum Rd

Union Gap, WA 98903-0008

STATE OF WASHINGTON)	
County of Yakima	: ss.)	
I certify that I know o before me, and said person sign purposes mentioned in the instru	ed this instrument a	evidence that DEREK C. THOMPSON is the person who appeared and acknowledged it to be his free and voluntary act for the uses and
DATED:	, 202	1.
		←print name Notary Public in and for the State of Washington. Residing at:, Washington My appointment expires
STATE OF WASHINGTON) : ss.	
County of Yakima)	
persons who appeared before mathematical three methods to expense the second to be seen to be seen and the second to be seen to be s	e, and said persons execute the instrum	evidence that ARLENE FISHER and KAREN CLIFTON are the acknowledged that they signed this instrument, and on oath stated nent and acknowledged it as the City Manager and City Clerk, the free and voluntary act of such party for the uses and purposes
DATED:	, 202	1.
		←print name
		Notary Public in and for the State of Washington. Residing at:, Washington My appointment expires

EXHIBIT D

TO

REPAYMENT AGREEMENT CITY OF UNION GAP / TWOEAGLES PROPERTIES, LLC DATED 2021

When recorded, return to:

CITY OF UNION GAP PO Box 3008 102 W Ahtanum Rd Union Gap, WA 98903-0008

DEED OF TRUST

Reference nos. of docts.

assigned or released:

n/a

Grantor:

TWOEAGLES PROPERTIES, LLC, a Washington limited liability

company

Grantee:

CITY OF UNION GAP, a Washington municipal corporation

Legal description:

Ptns. Tracts 39 and 40, S36, T13N, R18E WM, according to Plat

filed in Volume "E" of Plats, page 36, records Yakima County.

(Additional legal on page 1-2 of document.)

Assessor's Parcel Nos.:

181336-32013 and 181336-32003

WITNESSETH, Grantor hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, the following described real property in Yakima County, Washington:

TRACTS 39 AND 40 OF THE PLAT OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 18 EAST, WM., ACCORDING TO THE PLAT

THEREOF FILED FOR RECORD IN VOLUME "E" OF PLATS, PAGE 36, RECORDS OF YAKIMA COUNTY, WASHINGTON;

EXCEPT ANY PART OF SAID TRACT 39 LYING WITHIN THE PLAT OF PORTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME "M" OF PLATS, PAGE 18, RECORDS OF YAKIMA COUNTY, WASHINGTON;

AND EXCEPT ANY PART OF SAID TRACT 39 LYING WITHIN PARCELS A AND B OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT FILED FOR RECORD UNDER AUDITOR'S FILE NUMBER 7589471, RECORDS OF YAKIMA COUNTY, WASHINGTON;

AND EXCEPT THE WEST 150 FEET OF THE NORTH 290 FEET OF SAID TRACT 40;

AND EXCEPT RIGHT OF WAY DEEDED TO THE CITIES OF UNION GAP AND YAKIMA:

AND EXCEPT COMMENCING AT THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 18 EAST, W.M.; THENCE SOUTH 00°23'53" WEST ALONG THE WEST LINE OF SAID SECTION, 742.51 FEET; THENCE SOUTH 89°04'35" EAST 226.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°04'35" EAST 439.07 FEET TO THE WEST LINE OF PARCEL A OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT FILED FOR RECORD UNDER AUDITOR'S FILE NUMBER 7589471, RECORD OF YAKIMA COUNTY, WASHINGTON; THENCE SOUTH 00°28'47" WEST ALONG THE WEST LINE OF SAID BOUNDARY LINE ADJUSTMENT 282 FEET, MORE OR LESS, TO THE CENTERLINE OF WIDE HOLLOW CREEK. ALSO BEING THE SOUTH LINE OF SAID TRACTS 39 AND 40; THENCE WESTERLY AND NORTHERLY ALONG SAID CENTERLINE TO A POINT WHICH BEARS SOUTH 00°23'53" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 00°23'53" EAST 53 FEET. MORE OR LESS, TO THE POINT OF BEGINNING; and

THE WEST 150 FEET OF THE NORTH 290 FEET OF TRACT 40, PLAT OF SECTION 36; TOWNSHIP 13 NORTH, RANGE 18, E.W.M., AS RECORDED IN VOLUME E OF PLATS, PAGE 36, RECORDS OF YAKIMA COUNTY, WASHINGTON.

EXCEPT THE PORTION CONVEYED TO CITY OF YAKIMA, A WASHINGTON MUNICIPAL CORPORATION AS RECORDED IN DEED UNDER RECORDING 7753713

SITUATE IN YAKIMA COUNTY, STATE OF WASHINGTON.

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained and payment of the sum of Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary, and made by Grantor, and all renewals, modifications, and extensions thereof and also such further sums as may be advanced or loaned by Beneficiary to Grantor or any of its successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

- A. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
- B. To pay before delinquent all lawful taxes and assessments upon the property; and to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
- C. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by Beneficiary and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary as its interest may appear and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
- D. To defend an action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding and in any suit brought by Beneficiary to foreclose this Deed of Trust.

- E. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' fees actually incurred, as provided by statute.
- F. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same; and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary or the person entitled thereto.

Notwithstanding the foregoing, the parties understand and acknowledge that the property secured by this Deed of Trust is intended for future subdivision and commercial development. Accordingly, provided Grantor is not in default under the terms and conditions of this Deed of Trust, the Promissory Note secured by this Deed of Trust or any other agreement or obligation of Grantor to Beneficiary, Beneficiary agrees to timely provide a release of portions of the property (through appropriate partial reconveyances of this Deed of Trust) upon the terms and conditions set forth below.

(a) Conditions for Release. Upon written request and consistent with the terms and provisions set forth below, Beneficiary shall release any portion of the property secured by this Deed of Trust (and without in any way reducing or modifying Grantor's payments required in the Note secured by this Deed of Trust) through appropriate partial requests for reconveyance for any legal lot. To be eligible for release Grantor shall provide commercially reasonable documentation to Beneficiary confirming to Beneficiary that, after the release, the value of the remaining portion of the property secured by the Deed of Trust will have a value of no less than One Hundred Twenty Five Percent (125%) of the then principal amount owing on the obligation secured by the Deed of Trust. Prior to signing the Promissory Note and recording the Deed of Trust, Grantor

and Beneficiary have jointly obtained and reviewed an appraisal of the property in both its pre and post subdivided with completion of site improvements (as per specifications provided to the appraiser) condition. Unless otherwise agreed between the parties in writing and subject to the subdivision and completion of site improvements (as per specifications provided to the appraiser), the values contained in the appraisal shall be used for purposes of evaluating Beneficiary's entitlement to the partial releases set forth below.

- (b) <u>Subdivision</u>. Grantor, at its sole cost and expense, shall be responsible for the legal subdivision or segregation of the portion of the property for which a partial release is sought in accordance with applicable law. Provided the legal description and release request is consistent with the terms of these Deed release provisions, Beneficiary shall be obligated to deliver appropriate partial request(s) for reconveyance of this Deed of Trust to the Trustee no later than thirty (30) days after written request from Grantor in conformity with the release provisions set forth above.
- (c) <u>Processing of Release Requests.</u> Delivery of any requests for partial reconveyance may be with express written instructions to the Trustee or an escrow agent that any partial reconveyance issued pursuant to the request(s) shall be prepared and recorded at Grantor's sole cost and expense. The Beneficiary shall designate, upon request of Grantor, an appropriate representative to timely evaluate and process the release request(s) authorized above.
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or default by Grantor in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

- 7. In the event, of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 8. This Deed of Trust applies to, inures to Benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

TWOEAGLES PROPERTIES, LLC, a Washington limited liability company
By: Derek C. Thompson, Member/Manager

DATED:	, 2021.	
Member/Manager of the T\ such party for the uses and	authorized to execute the instrument and acknowled WOEAGLES PROPERTIES, LLC, to be the free and I purposes mentioned in the instrument.	
	ve satisfactory evidence that DEREK C. THOMPSO and said person acknowledged that he signed this ins	
County of Yakima	: ss.)	

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO:	TRI	IS.	TEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED:	, 20	·
	-	
Mail reconveyance to:		



City Council Communication

Meeting Date: August 23, 2021

From: David Dominguez, Civil Engineer

Topic/Issue: Resolution - HLA Task Order 2021-02 - Ahtanum Rd/Main St Stormwater

Improvements Construction Services

SYNOPSIS: HLA Engineering and Land Surveying, Inc. Task Order No. 2021-02 addresses services to provide professional engineering services for the Ahtanum Road and Main Street Stormwater Improvements Project.

The City has received a FY 2022 Water Quality Combined Financial Assistance from the Washington State Department of Ecology.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign Task Order 2021-02 with HLA Engineering and Land Surveying, Inc. as it relates to engineering services for the Ahtanum Road and Main Street Stormwater Improvements Project.

LEGAL REVIEW: City Attorney has reviewed this resolution.

FINANCIAL REVIEW: FY 2022 Water Quality Combined Financial Assistance grant from the Washington State Department of Ecology pays up to 80% of fees. The remaining 20% will be paid out of Sewer Infrastructure Reserve Fund (405).

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. HLA Task Order No. 2021-02

CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION authorizing the City Manager to sign Task Order No. 2021-02 with HLA Engineering and Land Surveying, Inc. as it relates to the Ahtanum Road & Main Street Stormwater Improvement Construction Project.

WHEREAS, the City contracts with HLA Engineering and Land Surveying, Inc. (HLA) for professional engineering services; and

WHEREAS, HLA Engineering and Land Surveying, Inc. Task Order No. 2021-02 addressed services provided to construct stormwater treatment facilities for three known outfalls to remove untreated stormwateer from the creeks, maintain MS4 compliance, and eliminate monitoring requirements; and

WHEREAS, this project is referred to as the Ahtanum Road & Main Street Stormwater Improvement Construction Project; and

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

The City Manager is authorized to sign Task Order No. 2021-02 with HLA Engineering and Land Surveying, Inc. for engineering services as it relates to the Ahtanum Road & Main Street Stormwater Improvement Construction Project.

PASSED this 23rd day of August, 2021.

	City Mayor
ATTEST:	APPROVED AS TO FORM:
Karen Clifton, City Clerk	Bronson Brown, City Attorney

TASK ORDER NO. 2021-02

REGARDING GENERAL AGREEMENT BETWEEN CITY OF UNION GAP

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

<u>Ahtanum Road and Main Street Stormwater Improvements – Construction Services</u> HLA Project No. 18156C

The City of Union Gap (CITY) has received a FY 2022 Water Quality Combined Financial Assistance from the Washington State Department of Ecology (ECOLOGY) to improve stormwater conditions within the CITY. This project constructs stormwater treatment facilities for three known outfalls to remove untreated stormwater from the creeks, maintain MS4 compliance, and eliminate monitoring requirements.

It is anticipated this project will advertise for and open bids in September 2021, be considered by City Council for contract award in September 2021, and begin construction activities in October 2021.

SCOPE OF SERVICES:

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering services for the Ahtanum Road and Main Street Stormwater Improvements project (PROJECT). HLA shall provide a final comprehensive civil engineering construction document package (100% plans, specifications, and estimate), and services during construction. Services will also include advertising and bidding, review and recommendation of contract award to the lowest responsible bidder, and project administration/management.

HLA shall provide the following services:

1.0 PROJECT Administration/Management

- 1.1 Maintain documentation that demonstrates the PROJECT follows applicable procurement, contracting, and agreement requirements.
- 1.2 Prepare progress reports at least quarterly in EAGL.
- 1.3 Prepare Closeout Report in EAGL.
- 1.4 Prepare Final Outcome Summary Report.
- 1.5 Prepare and submit requests for funding reimbursements.

Ecology Deliverables:

- Upload to EAGL and notify ECOLOGY including:
 - Quarterly construction progress reports and payment requests (PRPR), PROJECT challenges, and/or changes in schedule
 - ECOLOGY Recipient closeout report (EAGL)
 - 2-page Outcome Summary Report

2.0 Cultural and Environmental Reviews and Permitting

2.1 Provide approved Cultural Resource Monitoring for the duration of the PROJECT.

2.2 Provide copies of previously approved environmental and cultural documents to ECOLOGY.

Ecology Deliverables:

- Upload to EAGL and notify ECOLOGY including:
 - o SEPA Checklist
 - o Permits Acquired and Environmental Review Documents
 - o Inadvertent Discovery Plan
- Email Cultural Resources Review Form to ECOLOGY

3.0 Final Design Engineering

- 3.1 Finalize ECOLOGY approved 90% design plans, specifications, and contract documents.
- 3.2 Prepare final construction cost estimate.
- 3.3 Transmit plans to dry utility companies, including power, cable, natural gas, and telephone to advise them of pending construction.
- 3.4 Incorporate CITY and ECOLOGY review comments and provide final construction documents for bidding approval.
- 3.5 Respond to ECOLOGY comments received on final bid package.
- 3.6 Prepare advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees to be paid by the CITY.
- 3.7 Provide contract documents to potential bidders, as requested, and maintain plan holders list.
- 3.8 Prepare addenda to contract documents, as required.
- 3.9 Answer questions during bidding from prospective bidders.
- 3.10 Attend PROJECT bid opening, confirm and tabulate bids, and make recommendation of award to lowest responsible bidder.

Ecology Deliverables:

- Upload to EAGL and notify ECOLOGY including:
 - o Contract Documents, Design Report
 - o Design Report Acceptance Letter
 - o 90% Design Package
 - 90% Design Package review responses
 - o 90% Design Package Acceptance Letter
 - Preliminary equivalent new/redevelopment area determination
 - Preliminary PROJECT area shapefile or approved equivalent
 - o PROJECT Area Acceptance Documentation
 - o Final Bid Package
 - o Final Bid Package comment responses
 - o Final Bid Package Acceptance Letter
 - o Bid Documents (bid advertisement, bid tabulation, bid award)

4.0 Construction Engineering

- 4.1 Following award of the Contract by the CITY, prepare notice of award to the Contractor.
- 4.2 Assist in reviewing bond and insurance and prepare contracts.
- 4.3 Coordinate and conduct preconstruction conference followed by issuance of notice to proceed.
- 4.4 Furnish the field survey crew to set horizontal and vertical control for the PROJECT.
- 4.5 Provide staking for construction, including structures, curb and gutter, sidewalk, illumination, and subgrade elevations.
- 4.6 Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT specifications.
- 4.7 Attend construction meetings associated with civil improvements, anticipated once per week during construction of the improvements.
- 4.8 Furnish a qualified resident engineer (inspector) to observe construction and be at the PROJECT site during all significant work. The resident engineer shall provide surveillance of construction for substantial compliance with plans and specifications.
- 4.9 Prepare daily construction progress reports and weekly statement of working days for days the resident engineer is present.
- 4.10 Recommend monthly progress payments for the Contractor to the CITY.
- 4.11 Prepare and submit proposed contract change orders when applicable.
- 4.12 Monitor the Contractor's compliance with Federal and State labor standards.
- 4.13 Conduct final inspection and prepare punch list of items to be addressed by the Contractor.
- 4.14 Prepare record drawings of civil-related improvements based on the Contractor's as-built plans.
- 4.15 Assist the Agency with STP and TIB funding reimbursement requests.

Ecology Deliverables:

- Upload to EAGL and notify ECOLOGY including:
 - o Construction Quality Assurance Plan
 - o Pre-Construction Conference Meeting Minutes
 - PROJECT Schedule prior to construction and upon changes
 - o Change Orders and ECOLOGY Acceptance Documentation
 - o Signed and Dated Construction Contract
 - Stormwater Construction Completion form

5.0 Construction

5.1 Phase 5.0 of the ECOLOGY funding work scope is for physical construction. No physical construction work is anticipated by HLA during this phase.

6.0 PROJECT Closeout

- 6.1 Prepare and submit to ECOLOGY Two-Page outcome Summary Report.
- 6.2 Prepare and submit Recipient Closeout Report (RCR).
- 6.3 Submit a GIS compatible PROJECT area shapefile document for ECOLOGY use.
- 6.4 Prepare and submit an Operations and Maintenance Plan (O&M) as required by ECOLOGY.
- 6.5 Respond to comments received from O&M Plan.

Ecology Deliverables:

- Upload documents to EAGL and notify ECOLOGY including:
 - o Operation and Maintenance Plan
 - o Final, as Constructed, Equivalent new/redevelopment Area Determination
 - o Final, as Constructed, PROJECT Area Shapefile or ECOLOGY-approved Equivalent

7.0 Additional Services

7.1 Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

8.0 Items To Be Furnished And Responsibility of CITY

- 8.1 Provide full information as to CITY requirements of the PROJECT.
- 8.2 Pay for PROJECT advertising, notices or publications, and permits as may be required by the funding source.
- 8.3 Pay for necessary materials testing not paid by the Contractor.
- 8.4 Assist HLA by placing at their disposal all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- 8.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and provide written decisions within a reasonable time as not to delay the work of HLA.

TIME OF PERFORMANCE:

After receipt of signed Task Order, HLA will diligently pursue completion of the PROJECT with the following anticipated schedule:

1.0 PROJECT Administration/Management

Work for this phase will begin upon receipt of signed Task Order and extend through PROJECT completion.

2.0 Cultural and Environmental Reviews and Permitting

All ECOLOGY deliverables in this phase shall be prepared and submitted to the controlling authority/authorities prior to PROJECT advertisement. Cultural resource monitoring shall extend through the duration of construction.

3.0 Final Design Engineering

Final bid documents will be provided to the CITY by 08/09/21. Following ECOLOGY review, stamped plans will be provided for advertisement within one (1) week. It is anticipated the bid advertisement period will extend two (2) weeks followed by the bid opening, review and recommendation of award, and Council consideration of Award.

4.0 Construction Engineering

Construction Engineering shall begin upon construction contract award by the CITY and will extend through the completion of construction, and completion of as-constructed drawings. It is anticipated the physical construction will take one hundred (100) working days. Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, Construction Engineering beyond one hundred (100) working days shall be considered additional services.

5.0 Construction

Phase 5.0 of the ECOLOGY funding work scope is for physical construction. No physical construction work is anticipated by HLA during this phase.

6.0 PROJECT Closeout

HLA will diligently pursue PROJECT Closeout, however time of performance is highly dependent on the responsiveness and timeliness of the construction Contractor providing required documentation.

7.0 Additional Services

Time for completion of work directed by the CITY under Additional Services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

1.0 PROJECT Administration/Management

All work for PROJECT Administration/Management shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$20,000.00.

2.0 Cultural and Environmental Reviews and Permitting

All work for Cultural and Environmental Reviews and Permitting shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for subconsultants, contract services, and/or non-salary expenses for an estimated fee of \$115,000.00

3.0 Final Design Engineering

All work for Final Design Engineering shall be performed for the lump sum fee of \$15.871,00.

4.0 Construction Engineering

All work for Construction Engineering shall be completed on an hourly basis, at normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses, for the estimated fee of \$277,000.00. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then Construction Engineering related to the granted additional working days shall be considered Additional Services.

5.0 Construction

Phase 5.0 of the ECOLOGY funding work scope is for physical construction. No physical construction work is anticipated by HLA during this phase.

6.0 PROJECT Closeout

All work for PROJECT Closeout shall be performed for the lump sum fee of \$11,062.00.

7.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with the services. HLA will perform the additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

Proposed:	HLA Engineering and Land Surveying, Inc. Theodore W. Pooler, PE, Vice President	<u>8/4/21</u> Date
Approved:	City of Union Gap Arlene Fisher, City Manager	Date

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING UNION GAP COUNCIL CHAMBERS

Union Gap, Washington August 9, 2021, Regular Meeting MINUTES

<u>Call to Order</u> Mayor Hodkinson called the Regular Meeting of the Union Gap City

Council to order at 6:00 p.m.

Council Members Present Council Members Murr, Wentz, Galloway, Hansen, Schilling, and Dailey

were present.

Staff Present Acting City Manager/ Police Chief Cobb, Public Works and Community

Development Director Henne, Civil Engineer Dominguez, Finance and Administration Director Clifton, City Attorney Brown, and Fire Chief

Markham were present.

Audience Present See attached list.

Pledge of Allegiance Mayor Hodkinson led the pledge of allegiance.

to excuse Council Member Wentz from the meeting.

Motion carried unanimously.

Add Ordinance to Agenda Police Chief Cobb requested that an ordinance be added to the agenda

relating to Failure to Comply with a Peace Officer's Directives.

Motion by Council Member Schilling, second by Council Member Hansen

to add the ordinance to the agenda.

Motion carried unanimously.

Consent Agenda Motion by Council Member Murr, second by Council Member Galloway

to approve the consent agenda as follows:

Regular Council Meeting Minutes dated July 26, 2021 as attached to the

Agenda and maintained in electronic format.

Claims Vouchers - EFT's and Voucher No. 103219 through 103263 for

August 9, 2021, in the amount of \$230,651.04.

Motion carried unanimously.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES - August 9, 2021

Items from the Audience

Rick Kelsey, 3006 1st Street, Union Gap, requested to add a map of the City streets and boundaries to the City newsletter. The Mayor requested that this be added to the newsletter as a full-page, one time per year.

Helen Canatsey, 402 W. Ahtanum Rd, Union Gap, reminding Council about the Library and Community Center book sale being held on August 14, 2021 at LaSalle High School, from 9:00 a.m. to 3:00 p.m.

General Items

Public Works & Community Development

Resolution No. – 21-18 – Set Public Hearing; Six-Year Transit Development Plan 2022-2027 Civil Engineer Dominguez addressed the Council to explain that a public hearing needs to be set for the Six-Year Transit Development Plan 2022-2027. Motion by Council Member Murr, second by Council Member Schilling to approve Resolution No. – 21-18 – setting a public hearing for the Six-Year Transit Plan 2022-2027. Motion carried unanimously.

City Manager

Resolution No. – 21-19 – Prohibiting Local Income Tax

Motion by Council Member Murr, second by Council Member Galloway to approve Resolution No. -21-19 – prohibiting local income tax on the City residents and businesses. Motion carried unanimously.

Police Department

Resolution No. – 21-20 – Request for Amendments to Police Reform Legislation Motion by Council Member Galloway, second by Council Member Schilling to approve Resolution No. -21-20 - Requesing amendments to Police Reform Legislation. Motion carried unanimously.

Police Chief Cobb requested that a new section be added to the Union Gap Municipal Code 8.04.030 – Failure to comply with peace officer's directives or order during investigatory detention. He explained that this new section would mean any person who wilfully fails to or refuses to comply with a peace officer's lawful order while conducting a lawful investigation, if they leave or flee, will be guilty of a gross misdemeanor.

Ordinance No. - 3011 - Failure to Comply with Peace Officer's Directives

Motion by Council Member Hansen, second by Council Member Schilling to adopt Ordinance No. - 3011 - Failure to Comply With Peace Officer's Directives. Motion carried unanimously.

Finance & Administration

2nd Ouarter Financial Update

Finance and Administration Director Clifton presented the 2nd Quarter Financial Update explaining that the revenues have improved last year

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – August 9, 2021

Karen Clifton, City Clerk	
ATTEST:	Arlene Fisher-Maurer, City Manager
Adjournment of Meeting	At 6:30 p.m., Mayor Hodkinson adjourned the August 9, 2021 regular Council Meeting.
Development of Next Agenda	None.
Communications/Questions/ Comments	Mayor Hodkinson asked that in City Manager Fisher's absence, that the Council hold all non-emergency items until her return. The Mayor asked Council Member Hansen to stand and presented him with his AWC certificate, congratulating him on a good job.
City Manager Report	None
Items from the audience	Rick Kelsey thanked Council and the street crew for the excellent job they are doing on the streets.
2 nd Quarter Fire Report	Fire Chief Markham presented the 2 nd Quarter Fire Report stating that there is a significant increase in calls mainly due to higher medical calls. The new fire apparatus 396 is working well, but it will be out of service for a few weeks due to a sensor in the Diesel Exhaust Fuel (DEF) tank. The apparatus is still under warrant, so they would like to get it taken care of now.
Fire Department	of COVID reimbursement money.
	leaving an ending fund balance of \$1,821,269, which includes \$511,165

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

6:00 P.M. -August 9, 2021

NAME (Please Print)

(Date)

ADDRESS

Stephane murr	8/a/21	
RICK Relsex	X-4-21	
Stephane mury RICK Kelsex Lodin Galloway	8-9-21	2711-574
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City Council Communication

Meeting Date:

August 23, 2021

From:

Karen Clifton, Director of Finance and Administration

Topic/Issue:

Payroll Vouchers - July 2021

SYNOPSIS:

Payroll Vouchers for the month of July 2021

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 103264 through 103270

in the amount of \$462,147.58.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Payroll Voucher Register

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:34:41 Date: 08/05/2021

				0	1/01/2021 To: 08/31/2021	111101 121	Page:]
Trans	Date	Туре	Acct #	War#	Claimant	Amount	Memo	
3917	07/12/2021	Payroll	2	EFT	TORIN M DELVO	7,456.90	Final Check	
3923	07/12/2021	Payroll	2	EFT	INTERNAL REVENUE	2,174.29	941 Deposit for Pay Cycle(s)	
					SERVICE		07/12/2021 - 07/12/2021	
4479	08/10/2021	Payroll	2	EFT	LYNETTE BISCONER		July 2021 Payroll	
4480	08/10/2021	Payroll	2	EFT	RYAN L BONSEN	,	July 2021 Payroll	
4481	08/10/2021	Payroll	2	EFT	JABAN R BROWNELL		July 2021 Payroll	
4482	08/10/2021	Payroll	2	EFT	ANTHONY T BRYANT		July 2021 Payroll	
4483	08/10/2021	Payroll	2	EFT			July 2021 Payroll	
4484	08/10/2021	Payroll	2	EFT	JASON G CAVANAUGH		July 2021 Payroll	
4485	08/10/2021	Payroll	2		NEREDIHT E CHAVEZ		July 2021 Payroll	
4486	08/10/2021	Payroll	2	EFT	KAREN CLIFTON		July 2021 Payroll	
4487	08/10/2021	Payroll	2	EFT	GREGORY COBB		July 2021 Payroll	
4488	08/10/2021	Payroll	2	EFT	CHRIS DAHL		July 2021 Payroll	
4489	08/10/2021	Payroll	2	EFT	SANDY L DAILEY		July 2021 Payroll	
4490	08/10/2021	Payroll	2	EFT	ERICK MICHAEL DELP		July 2021 Payroll	
4491	08/10/2021	Payroll	2	EFT	TORIN M DELVO		July 2021 Payroll	
4492	08/10/2021	Payroll	2	EFT	DAVID DOMINGUEZ		July 2021 Payroll	
4493	08/10/2021	Payroll	2	EFT	DAMON A DUNSMORE		July 2021 Payroll	
4494	08/10/2021	Payroll	2	EFT	TRAVIS FISCUS		July 2021 Payroll	
4495	08/10/2021	Payroll	2	EFT	ARLENE F FISHER-MAURER		July 2021 Payroll July 2021 Payroll	
4496	08/10/2021	Payroll	2	EFT	JACK L GALLOWAY			
4497 4498	08/10/2021	Payroll	2		DAVID O HANSEN		July 2021 Payroll July 2021 Payroll	
4499	08/10/2021 08/10/2021	Payroll	2		DENNIS HENNE ROBERT M HENNESSY		July 2021 Payroll	
4500	08/10/2021	Payroll	2 2	EFT EFT			July 2021 Payroll	
4501	08/10/2021	Payroll Payroll	2	EFT	JOHN P HODKINSON JR SHAWN R JAMES		July 2021 Payroll	
4502	08/10/2021	Payroll	2	EFT	RUDY M JIMENEZ		July 2021 Payroll	
4503	08/10/2021	Payroll	2		CHASE KELLOGG		July 2021 Payroll	
4504	08/10/2021	Payroll	2		ALBA L LEVESQUE		July 2021 Payroll	
4505	08/10/2021	Payroll	2		JO LINDER		July 2021 Payroll	
4506	08/10/2021	Payroll	2	EFT	TERESA LOPEZ		July 2021 Payroll	
4507	08/10/2021	Payroll	2	EFT	VALENTINA MARTINEZ		July 2021 Payroll	
4508	08/10/2021	Payroll	2		HOWARD L MASON		July 2021 Payroll	
4509	08/10/2021	Payroll	$\frac{1}{2}$		STACEY J MCKINLEY		July 2021 Payroll	
4510	08/10/2021	Payroll	2		ROBERT MCRAE		July 2021 Payroll	
4511	08/10/2021	Payroll	2		CASEY M MORFIN		July 2021 Payroll	
	08/10/2021	Payroll	2		JAMES E MURR		July 2021 Payroll	
4513	08/10/2021	Payroll	2		MICHAEL R NORTH		July 2021 Payroll	
4514	08/10/2021	Payroll	2		SERGIO E OCHOA		July 2021 Payroll	
	08/10/2021	Payroll	2		REBECCA R PINA		July 2021 Payroll	
4516	08/10/2021	Payroll	2	EFT	CARY D PITTACK	3,087.39	July 2021 Payroll	
4517	08/10/2021	Payroll	2	EFT	HECTOR A RIVERA	7,988.10	July 2021 Payroll	
4518	08/10/2021	Payroll	2	EFT	PAUL K SANDERS	4,669.90	July 2021 Payroll	
4519	08/10/2021	Payroll	2	EFT	CURTIS J SANTUCCI	4,959.79	July 2021 Payroll	
4520	08/10/2021	Payroll	2	EFT	KURT W SCHELHAMMER		July 2021 Payroll	
4521	08/10/2021	Payroll	2	EFT	JULIE SCHILLING	549.11	July 2021 Payroll	
4522	08/10/2021	Payroll	2	EFT	MICHAEL STILLWAUGH		July 2021 Payroll	
4523	08/10/2021	Payroll	2	EFT	RAYMUNDO V SUAREZ		July 2021 Payroll	
4524	08/10/2021	Payroll	2	EFT	AMANDA L TOWLE		July 2021 Payroll	
4525	08/10/2021	Payroll	2		ERIC B TURLEY		July 2021 Payroll	
4526	08/10/2021	Payroll	2	EFT	JENNY V VALLE		July 2021 Payroll	
4527	08/10/2021	Payroll	2		JOSEPH VANICEK		July 2021 Payroll	
4528	08/10/2021	Payroll	2	EFT	CHAD VANOVER		July 2021 Payroll	
4529	08/10/2021	Payroll	2		GLORIA A WALTMAN		July 2021 Payroll	
4530	08/10/2021	Payroll	2	EFT	TERRYL D WAY		July 2021 Payroll	
4531	08/10/2021	Payroll	2	EFT	ROGER E WENTZ	522.03	July 2021 Payroll	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4532	08/10/2021	Payroll	2	EFT	AFLAC	254.20	Pay Cycle(s) 07/12/2021 To 08/31/2021 - AFLAC; Pay Cycle(s) 07/12/2021 To 08/31/2021 - AFLAC Pre Tax
4533	08/10/2021	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	87,326.99	LEOFF 1 RETIREE MEDICAL BENEFITS - 07/2021; Pay Cycle(s) 07/12/2021 To 08/31/2021 - Medical
4534	08/10/2021	Payroll	2	EFT	ICMA RETIREMENT TRUST #302189 ROTH	5,393.29	Pay Cycle(s) 07/12/2021 To 08/31/2021 - ICMA ROTH - Catch-up; Pay Cycle(s) 07/12/2021 To 08/31/2021 - ICMA 457 ROTH
4535	08/10/2021	Payroll	2	EFT	ICMA RETIREMENT TRUST#108800	1,917.65	Pay Cycle(s) 07/12/2021 To 08/31/2021 - ICMA MNGT
4536	08/10/2021	Payroll	2	EFT	ICMA RETIREMENT TRUST#302189	14,035.54	Pay Cycle(s) 07/12/2021 To 08/31/2021 - ICMA Retirement Trust
4537	08/10/2021	Payroll	2	EFT	INTERNAL REVENUE SERVICE	81,359.79	941 Deposit for Pay Cycle(s) 08/01/2021 - 08/31/2021
4538	08/10/2021	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	345.47	Pay Cycle(s) 07/12/2021 To
4539	08/10/2021	Payroll	2	EFT	WA STATE DRS - DCP	50.00	08/31/2021 - WSDCS Pay Cycle(s) 07/12/2021 To 08/31/2021 - DRS - DCP -
4540	08/10/2021	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML	1,320.70	902B71 Pay Cycle(s) 07/12/2021 To 08/31/2021 - WPFML
4541	08/10/2021	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	21,183.12	Pay Cycle(s) 07/12/2021 To 08/31/2021 - LEOFF II - B040
4542	08/10/2021	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	24,617.35	Pay Cycle(s) 07/12/2021 To 08/31/2021 - PERS II - 5591; Pay Cycle(s) 07/12/2021 To 08/31/2021 - PERS III - 5591
4543	08/10/2021	Payroll	2	EFT	WESTERN CONFERENCE OF	2,432.95	Pay Cycle(s) 07/12/2021 To
4544	08/10/2021	Payroll	2	103264	EMPLOYEE FUND		08/31/2021 - Teamster's Pension Pay Cycle(s) 07/12/2021 To
4545	08/10/2021	Payroll	2	103265	TEAMSTERS LOCAL 760	729.00	08/31/2021 - Employee Fund Pay Cycle(s) 07/12/2021 To
4546	08/10/2021	Payroll	2	103266	UNION GAP POLICE OFFICERS ASSN	1,600.00	08/31/2021 - Teamsters Dues Pay Cycle(s) 07/12/2021 To 08/31/2021 - UGPOA Dues
4547	08/10/2021	Payroll	2	103267	USABLE LIFE	79.44	Pay Cycle(s) 07/12/2021 To
4548	08/10/2021	Payroll	2	103268	WA STATE COUNCIL OF CNTY	757.25	08/31/2021 - USAble Life Pay Cycle(s) 07/12/2021 To 08/31/2021 - AFCSME Dues
4549	08/10/2021	Payroll	2	103269	WA STATE COUNCIL OF		Pay Cycle(s) 07/12/2021 To
4550	08/10/2021	Payroll	2	103270	WESTERN STATES POLICE MEDICAL TRUST		08/31/2021 - WSCOPO Dues Pay Cycle(s) 07/12/2021 To 08/31/2021 - WSPMT
		001 Curren	t Expense I			361,145.28	
001 Current Expense Fund 101 Street Fund 128 Transit System Fund						15,897.33	
				ınd		6,671.88	
401 Water Fund 402 Garbage Fund				32,111.91 2,864.56			
403 Sewer Fund						43,456.62	

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462,147.58 Payroll: 462,147.58

3



City Council Communication

Meeting Date:

August 23, 2021

From:

Karen Clifton, Director of Finance and Administration

Topic/Issue:

Claim Vouchers – August 23, 2021

SYNOPSIS:

Claim Vouchers Dated August 23, 2021

RECOMMENDATION: Request Council to approve EFTs and Vouchers Nos. 103271 through

Voucher Nos. 103338. In the amount of \$ 185,299.55.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Register

2. Detailed Claim Voucher Register

CITY OF UNION GAP

Time: 10:34:22 Date: 08/18/2021

Trans	Date	Туре	Acct #	War #	Claimant	Amount	Memo
4686	08/13/2021	Claims	2	EFT	US BANK - CHECKING	363 38	ANALYSIS FEE - 07/2021
4688		Claims	2		US BANK - CHECKING		INV MAINT FEE - 07/2021
4728	08/23/2021	Claims	2		CENTURY LINK - LD		LONG DISTANCE - 08/2021
4729	08/23/2021	Claims	2		CENTURY LINK		CIVIC CENTER TRUNK SVC -
							07/2021
4730	08/23/2021	Claims	2	EFI	OFFICE DEPOT-CITY HALL	196.55	LEGAL FILE HANGER; HIGHLIGHTERS & INK CTG'S; BINDERS & TABS
4731	08/23/2021	Claims	2	EFT	OFFICE DEPOT-PD	309.10	EASEL PAD, GEL PENS & CD/DVD SLEEVES; COPY PAPER; NOTE PADS, INDEX CARDS, DIVIDERS, PAPER CLIPS, TAPE, BINDER,
4732	08/23/2021	Claims	2	EFT	SPECTRUM BUSINESS	104.59	FOLDERS CIVIC CENTER TV SVC - 08/2021
4733	08/23/2021	Claims	2	EFT	US BANK CARDMEMBER SVC	2,585.99	ARPA FISCAL RECOVERY EXP TRAINING - CLIFTON; CHAMBER POWER HOUR - FISHER & HODKINSON; BULK BLLNS - COUNCIL MEETING; CIVIC CENTER FLAGS - US & WA ST FLAG; GEL PENS; MICROSOFT 365 - 06/19 - 07/18/21; IC
4577	08/06/2021	Claims	2	103271	BRENT REEDY	5 215 00	REFUND CASE 12U004099
4656		Claims	2	103271	MEDSTAR CABULANCE,		DIAL A RIDE/FIXED ROUTE - 07/2021
4734	08/23/2021	Claims	2	103273	911 SUPPLY LLC	4,269.14	VANOVER, NORTH & SANDERS - UNIFORM/BODY ARMOR
4735	08/23/2021	Claims	2	103274	ALL AMERICAN PROPANE	302.59	PROPANE; TANK RENTAL
4736	08/23/2021	Claims	2		AMERIFUEL		FUEL - 08/01/2021-08/15/2021
4737	08/23/2021	Claims	2		AMERITITLE LLC		CDBG FILING FEES - ONEAL
4738	08/23/2021	Claims	2	103277	ATLAS STAFFING INC	7,204.84	SEASONAL PARKS; WEEK WORKED 07.17.21 & 07.24.21; SEASONAL PARKS; WEEK WORKED 07.31.21; SEASONAL PARKS; WEEK WORKED 08.07.21
	08/23/2021	Claims	2		AUTO CARE EXPERTS	•	#1020 REPLACE TRANSFER CASE ASSEMBLY
	08/23/2021	Claims	2		BATTERIES & BULBS		LITHIUM BATTERIES FOR TIMERS; CAHALAN PARK
	08/23/2021	Claims	2		BELL, BROWN & RIO	,	CITY ATTORNEY - 07/2021
	08/23/2021	Claims	2		BORARCHITECTURE, PLLC		LIBRARY / COMMUNITY CETNER - 06/2021 & 07/2021
	08/23/2021	Claims	2	103282	ANTHONY T BRYANT		TRAVEL REIMBURSEMENT - VACTOR - PICK UP
4744	08/23/2021	Claims	2	103283	BURROWS TRACTOR COMPANY		CAP CUSHION, BOLT, CUSHION
4745	08/23/2021	Claims	2	103284	CASCADE FIRE & SAFETY	1,954,41	ENGINE 96 REPAIRS
4746	08/23/2021	Claims	2		CASCADE NATURAL GAS CORP	126.65	4401 MAIN STREET - 07/2021; 107 W AHTANUM RD / 3007 2ND ST - 07/2021; 102 W AHTANUM RD - 7/2021
4747	08/23/2021	Claims	2	103286	CASCADE VALLEY LUBE		#1020 FULL SERVICES SYN BLEND OIL; OIL FILTERS & #1017 FULL SERVICES SYN BLEND OIL; OIL FILTERS
4748	08/23/2021	Claims	2		CENTRAL CHAIN & TRANSMISSION	24.69	BLEND OIL, OIL FILTERS BEARING FOR TRIPLE DECK MOWER

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Trans	Date	Туре	Acct #	War #	Claimant	Amount	Memo
4749	08/23/2021	Claims	2	103288	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	MARKETING & SALES - 08/2021
4750	08/23/2021	Claims	2	103289	CI SHRED	187.13	SHRED SERVICE - JULY 2021; SHRED SVC - 07/2021
4751	08/23/2021	Claims	2	103290	CINTAS CORP #605	196.32	CIVIC CENTER & PD MAT SVC - 7/02/2021 & 7/30/2021; CIVIC CENTER & PD MAT SVC - 08/13/2021
4752	08/23/2021	Claims	2	103291	CLASSIC PRINTING INC	171.10	UB STATEMENTS - JULY 2021
4753	08/23/2021	Claims	2	103292	SINGH AND PARKS LLC COCO'S MINI MART	54.35	FUEL - PATROL
4754	08/23/2021	Claims	2	103293	COLEMAN OIL COMPANY	3,791,79	FUEL THRU 07.31.21
4755	08/23/2021	Claims	2		CONCRETE SPECIAL TIES, INC.		PEARL 12" ASPHALT BLADE, EDGER, STRINGLINE PINK; PUSH BUTTON HANDLES, EDGER, GROOVER WALKING, SWIVEL BRACKETS; INVERTED PAINTS; BRONZE FRESNO GROVER ATTACH 3/4 D 3/8 W 1/4 R; MAIN ST @ OLD TOWN PUMP
4756	08/23/2021	Claims	2	103295	COPIERS NORTHWEST	254.68	COPIER LEASE - 07/2021
4757	08/23/2021	Claims	2	103296	DEXYP	310.05	PARK AD - 08/2021
4758	08/23/2021	Claims	2	103297	DTG ENTERPRISES INC.	40.00	PARK WASTE DEMO 1
4759	08/23/2021	Claims	2	103298	EUROFINS MICROBIOLOGY LABORATORES, INC	465.00	LOADS / 5.00 YDS; 07/06/21 WATER SAMPLING
4760	08/23/2021	Claims	2	103299	FASTENAL	16.55	HEX CAP SCREW, STEEL
4761	08/23/2021	Claims	2	103300	FRANK'S POINT S		TOP LOCK NUT, WASHERS VEH 8 - FLAT REPAIR & REPLACE; FLAT REPAIR FRONT & USED TIRE
4762	08/23/2021	Claims	2	103301	GAP AUTO PARTS - PW	631.11	#3004 FORD TRACTOR BATTERY TERMINAL; #1007 OIL SEAL, TRACTOR HYDRAULIC FLUID; #1007 BRAKE FLUID, PADS CALIPER, ROTOR; JOHN DEERE V BELT; 15W40 LOW EMISSION OIL (FORD
4763	08/23/2021	Claims	2	103302	GENE WEINMANN CONSULTING	803.22	TRACTOR & SHOP); CDBG COORDINATOR, MILEAGE,SUPPLY & POSTAGE
4764	08/23/2021	Claims	2	103303	GRANITE CONSTRUCTION CO	•	7/14/21 2598 MOD B - WA; 4.370 TN; 2598 MOD B WA 3.0700 TN & 2601 CLASS G WA 5.0400
4765	08/23/2021	Claims	2	103304	GRANT J HUNT CO		DESIGN & MARKETING SVC - 08/2021
4766	08/23/2021	Claims	2	103305	KITTITAS & YAKIMA VALLEY UC	250.00	- 08/2021 WORK RELATED EXAM; PITTACK & DAHL
4767	08/23/2021	Claims	2	103306	MBI CONSTRUCTION SERVICE INC.		SERVICE CALL: RTU R&R RUN CAP
4768	08/23/2021	Claims	2	103307	MCKINNEY GLASS		ACTIVITIES BUILDING GLASS REPAIR

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Trans	Date	Type	Acct#	War #	Claimant	Amount	Memo
4769	08/23/2021	Claims	2	103308	MORTONS SUPPLY	897.74	10" GHEEN COUPLING, CEMENT; 3' BURY FROST FREE YARD HYDRANT, 90 STREET EL; 1" BRASS GATE VALVE; YOUTH PARK IRRIGATION REPAIR; ROOT ISSUES
4770	08/23/2021	Claims	2	103309	NEXTREQUEST CO.	8,697.33	NEXTREQUEST - 2021-2022
4771	08/23/2021	Claims	2	103310	OFFICE SOLUTIONS NORTHWEST	,	COPY PAPER AND STICKY FLAGS
4772	08/23/2021	Claims	2	103311	ONE CALL CONCEPTS INC	33.17	UTILITY LOCATES - 07/2021
4773	08/23/2021	Claims	2	103312	OWEN EQUIPMENT CO	9,918.74	#2011 PARTS, LABOR
4774	08/23/2021	Claims	2	103313	OXARC INC	421.11	HART FIRST AID KIT 10 UNIT METAL BOX W / OXARC LOGO; VEH #'S 1012, 1022, 1029, 2012; BLACK NITRILE GLOVES
4775	08/23/2021	Claims	2	103314	PACIFIC POWER	23,453.39	TRAFFIC LIGHTS & STREET LIGHTS - 07/2021; WELLS & AYP - 07/2021; CIVIC CENTER - 8/2021; FIRE DEPT 08/2021; TRAFFIC - 07/2021 & LIFT STATION - 08/2021; AREA LIGHTS - 07/2021
4776	08/23/2021	Claims	2	103315	PAPE MATERIAL HANDLING	259.34	BRAKE BAND, SUPPLIES
4777	08/23/2021	Claims	2	103316	PAPÉ MATERIAL HANDLING	1,482.36	REBUILD DRIVE LINE; JOHN DEERE
4778	08/23/2021	Claims	2	103317	PEOPLE FOR PEOPLE	1,628.00	SENIOR NUTRITION SITE MANAGER - 07/2021
4779	08/23/2021	Claims	2	103318	POLLARDWATER.COM	2,575.77	WATER SUPPLIES
4780	08/23/2021	Claims	2	103319	PRECISION METAL WORKS LLC	1,821.66	FLAG POLE HOLDERS
4781	08/23/2021	Claims	2	103320	REPUBLIC PUBLISHING CO		NOTICE OF APPLICATION, SEPA, COMP PLAN AMENDMENT AND REZONE-FALCON RIDGE; NTC OF COUNICL MEETING - 08/02/2021
4782	08/23/2021	Claims	2	103321	KURT W SCHELHAMMER		TRAVEL EXPENSE REIMBURSEMENT - VACTOR
4783	08/23/2021	Claims	2	103322	SHERWIN-WILLIAMS COMPANY	50.12	DURACRAFT FL EXTRA PAINT RECYCLING FEE CS N/P 2.5" FLAT SAS
4784	08/23/2021	Claims	2	103323	DON C. SMITH	43.80	LEOFF 1 RETIREE RX
4785	08/23/2021	Claims	2	103324	STAR RENTALS		SAW CUT OFF GAS HUSQVARNA K770 RENTAL; SAW GAS / ELECTRIC 8-13 HP HUSQVARNA FS309 RENTAL
4786	08/23/2021	Claims	2	103325	RAYMUNDO V SUAREZ	28.89	TRAVEL REIMBURSEMENT - VACTOR - DROP/PICK UP
	08/23/2021	Claims	2		TROY LEE & ASSOCIATES	2,145.00	PUBLIC DEFENDER
	08/23/2021	Claims	2	103327	U.S. CELLULAR		PHONE SVC - 08/2021
4789	08/23/2021	Claims	2	103328	U.S. LINEN & UNIFORM		UNIFORM SERVICE; 07.05.21 - 07.26.21
4790	08/23/2021	Claims	2	103329	UNITED PARCEL SERVICE		SHIPPING - 07/2021
4791	08/23/2021	Claims	2		UNITED STATES POSTMASTER	764.98	UB POSTAGE - 08/2021
4792	08/23/2021	Claims	2	103331	WA STATE DEPT OF	234.00	CPL RENEWAL
4793	08/23/2021	Claims	2	103332	LICENSING WA STATE DEPT OF TRANSPORTATION		SIGNAL MAINT, REPAIR & ADDITIONS; JUNE 2021
4794	08/23/2021	Claims	2	103333	WA STATE PATROL	212.00	BACKGROUND - JULY 2021

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4795	08/23/2021	Claims	2	103334	WELLS FARGO VENDOR FIN SERV	920.38	TASKLFA LEASE - 07/2021
4796	08/23/2021	Claims	2	103335		39.00	UTILITY LIEN RELEASE-LAFORGE
4797	08/23/2021	Claims	2	103336	YAKIMA CO PUBLIC SERVICES	65.02	07/21/21 .85 TON YARD WASTE; 07/28/21 .67 TON YARD WASTE; 07/29/21 1.06 & .21 TON Y.W.; 08/03/21 .03 TON GARBAGE
4798	08/23/2021	Claims	2	103337	YAKIMA HUMANE SOCIETY	3,000.00	ANIMAL CONTROL SVC - 07/2021
4799	08/23/2021	Claims	2	103338	YAKIMA WASTE SYSTEMS INC	862.88	WASTE SVC - 07/2021
		001 Curre	ent Expense	Fund		55,894.31	
		101 Street	t Fund			11,399.53	
		107 Conv	ention Cent	er Reserve	3,750.00		
			sm Promoti			2,500.00	
			ry & Comm		nter Fund	367.50	
			sit System F			70,474.70	
			Seizure For			5,215.00	
			ing Rehabili	itation Fui	nd	1,128.12	
		401 Water				20,399.97	
		402 Garba		1,610.41			
		403 Sewe		10 0 1	12,326.01		
		630 Gene	ral State/Co	234.00	01.		
		* Transac	tion Has Mi	185,299.55	Claims: 185,299.55		

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Trans	Date	Type	Acct #	War#	Claimant		Amount	Memo
4686	08/13/2021	Claims	2	EFT	US BANK - C	HECKING	363.38	ANALYSIS FEE - 07/2021
		001 - 514	23 49 00 - N	MISCELI	ANEOUS	363.38		
4688	08/06/2021	Claims	2	EFT	US BANK - C	HECKING	24.00	INV MAINT FEE - 07/2021
		001 - 514	23 49 00 - N	MISCELL	ANEOUS	24.00		
4728	08/23/2021	Claims	2	EFT	CENTURY LI	NK - LD	120.99	LONG DISTANCE - 08/2021
		001 - 513	10 47 00 - 0	CIVIC CA	MPUS UTILIT	IES · 6.10		
		001 - 514	23 47 00 - 0	CIVIC CA	MPUS UTILIT	IES- 8.51		
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4729	08/23/2021	Claims	2		CENTURY LI		612.04	CIVIC CENTER TRUNK SVC -
4/27	00/23/2021	Ciainis	L	EFI	CENTURI LI	INK	012.94	07/2021
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4730	08/23/2021	Claims	2	EFT	OFFICE DEPO	OT-CITY HALL	196.55	LEGAL FILE HANGER; HIGHLIGHTERS & INK CTG'S; BINDERS & TABS
		001 - 511	60 31 01 - S	UPPLIES	3	30.50		
			10 31 00 - S			33.20		
			23 31 00 - S 30 31 00 - S			83.03 49.82		
4731	08/23/2021	Claims	2		OFFICE DEPO		309.10	EASEL PAD, GEL PENS & CD/DVD SLEEVES; COPY
								PAPER; NOTE PADS, INDEX CARDS, DIVIDERS, PAPER CLIPS, TAPE, BINDER, FOLDERS
			10 31 01 - P 22 31 00 - P		CAL SUPPLIES SUPPLIES	222.76 86.34		
4732	08/23/2021	Claims	2	EFT	SPECTRUM B	USINESS	104.59	CIVIC CENTER TV SVC - 08/2021
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Trans	Date	Type	Acct #	War#	Claimant			Amount	Memo	
		101 - 542	30 47 01	- CIVIC C	AMPUS UTII	ITIES-	0.42			
					AMPUS UTI		1.12			
					AMPUS UTII		0.94			
					AMPUS UTII		2.93			
					AMPUS U TI		0.88			
4733	08/23/2021	Claims	2		US BANK SVC			2,585.99	ARPA FISCAL RECOVE TRAINING - CLIFTON; CHAMBER POWER HOI FISHER & HODKINSON BLLNS - COUNCIL MEE CIVIC CENTER FLAGS . WA ST FLAG; GEL PENS MICROSOFT 365 - 06/19 - 07/18/21; IC	UR - ; BULK TING; - US & S;
		001 - 511	60 31 01	- SUPPLIE	S		12.68			
					LANEOUS		25.00			
				- MISCELI			8.91			
				- MISCELI			27.00			
				- SUPPLIE			1.07			
				- SUPPLIE			1.51			
				- SUPPLIE - SUPPLIE			2.87			
				- SUPPLIE - MISCELI			1.70 25.00			
				- MISCELI - MISCELI			1,186.00			
				- SUPPLIE			2.70			
				- SUPPLIE			3.78			
				- SUPPLIE			2.87			
		001 - 514	23 31 00	- SUPPLIE	S		1.70			
		001 - 514	23 49 00 -	· MISCELI	ANEOUS		35.00			
				- SUPPLIE			1.62			
				- SUPPLIE			2.27			
				- SUPPLIE			2.87			
				SUPPLIE			1.70			
				· MISCELL · SUPPLIE:			40.00 22.69			
				MISCELL			87.10			
				SUPPLIES			30.18			
					N SUPPLIES	\	36.97			
					N SUPPLIES		8.86			
					ICAL SUPPL		23.76			
		001 - 521	21 32 00 -	INVESTI	GATION FUI	EL	53.49			
					UNIFORMS	& EQU	63.78			
					NING FUEL		86.27			
					VING TRAVI	EL	533.16			
				SUPPLIES			2.87			
				SUPPLIES SUPPLIES			1.70			
				SUPPLIES	-		2.87 1.70			
		401 - 534 :			-		14.00			
		403 - 535					2.88			
		403 - 535					1.71			
		403 - 535 5	50 44 00 -	ADVERT	ISING		14.00			
		402 - 537 5	50 31 00 -	SUPPLIES	3		2.88			
		402 - 537 5		-			1.70			
		402 - 537 5					14.00			
		101 - 542 3					2.87			
		101 - 542 3					1.70			
		101 - 543 3					14.00			
		001 - 558 6					2.87			
		001 - 558 6 001 - 576 8					1.70 151.46			
		001 - 576 8					2.87			
		001 - 576 8					2.67 1.70			

1.70

001 - 576 80 31 00 - SUPPLIES

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Trans	Date	Туре	Acct #	War #	Claimant		Amount	Memo
		001 - 576 8	30 44 00 -	ADVERT	ISING	14.00		
4 577	08/06/2021	Claims	2	103271	BRENT REEDY		5,215.00	REFUND CASE 12U004099
		131 - 369 3	30 01 31 -	FORFEIT	ED PROPERTY	-5,215.00		
4656	08/12/2021	Claims	2	103272	MEDSTAR CABU	JLANCE,	70,203.41	DIAL A RIDE/FIXED ROUTE - 07/2021
		128 - 547 6	60 49 00 -	TRANSIT	SERVICE PAYME	70,203.41		
1734	08/23/2021	Claims	2		911 SUPPLY LLC	•	4,269.14	VANOVER, NORTH & SANDERS - UNIFORM/BODY
		001 - 521 2	22 21 00 -	PATROL	UNIFORMS & EQU	4,269.14		
735	08/23/2021	Claims	2	103274	ALL AMERICAN	PROPANE	302.59	PROPANE; TANK RENTAL
					LITIES - UTILITIES LITIES - UTILITIES			
736	08/23/2021	Claims	2	103275	AMERIFUEL		2,036.37	FUEL - 08/01/2021-08/15/2021
		001 - 521 2	21 32 00 - 22 32 00 -	INVESTION PATROL	GATION FUEL	191.93 168.75 1,594.22 81.47		
737	08/23/2021	Claims	2		AMERITITLE LL		324.90	CDBG FILING FEES - ONEAL
		170 - 559 3				324.90		
1738	08/23/2021	Claims	2		ATLAS STAFFIN		7,204.84	SEASONAL PARKS; WEEK WORKED 07.17.21 & 07.24.21; SEASONAL PARKS; WEEK WORKED 07.31.21; SEASONAI PARKS; WEEK WORKED 08.07.21
		001 - 576 8	0 41 00 -	PROFESS	IONAL SERVICES	3,602.42		
					IONAL SERVICES			
730	00/02/2021				IONAL SERVICES	*		MAGO DEDI A CE ED ANGERD
739	08/23/2021	Claims	2	103278	AUTO CARE EXI	PERIS	2,493.63	#1020 REPLACE TRANSFER CASE ASSEMBLY
		403 - 535 5 101 - 542 3 101 - 542 6 101 - 542 6 101 - 542 7	0 48 00 - 0 48 00 - 6 48 00 - 7 48 00 - 0 48 00 -	REPAIRS REPAIRS REPAIRS REPAIRS REPAIRS	& MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE	374.04 374.04 124.68 124.68 374.04		
740	08/23/2021	Claims	2		BATTERIES & BU		37.98	LITHIUM BATTERIES FOR TIMERS; CAHALAN PARK
		001 - 576 8	0 31 00 - 3	SUPPLIES	3	37.98		
741	08/23/2021	Claims	2	103280	BELL, BROWN &	RIO	7,500.00	CITY ATTORNEY - 07/2021
		001 - 515 3	1 41 01 - 1	LEGAL S	ERVICES-CIVIL - (7,500.00		
742	08/23/2021	Claims	2	103281	BORARCHITECT	TURE, PLLC	367.50	LIBRARY / COMMUNITY CETNER - 06/2021 & 07/2021
		111 - 594 5	7 41 43 - 1	LIBRARY	/COMM CENTER-	367.50		
43	08/23/2021	Claims	2		ANTHONY T BRY			TRAVEL REIMBURSEMENT - VACTOR - PICK UP
744	00/22/2021	403 - 535 50			DIIDDOWS TD + C	16.40	44.30	CAR CUSHION POLT
/44	08/23/2021	Claims	2	103283	BURROWS TRAC COMPANY	JUK		CAP CUSHION, BOLT, CUSHION
		001 - 576 80	0 4 <mark>8 00 - 1</mark>	REPAIRS	& MAINTENANCE	41.38		
745	08/23/2021	Claims	2	103284	CASCADE FIRE &	& SAFETY	1,954.41	ENGINE 96 REPAIRS
		001 - 522 20	0 48 00 - I	FD SUPPR	RESSION - REPAIR	1,954.41		

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4746	08/23/2021	Claims	2	103285	CASCADE NATUR CORP	AL GAS	126.65	4401 MAIN STREET - 07/2021; 107 W AHTANUM RD / 3007 2ND ST - 07/2021; 102 W AHTANUM RD - 7/2021
					AMPUS UTILITIES -	3.36		
					AMPUS UTILITIES-	4.68		
					AMPUS UTILITIES -	4.21		
					AMPUS UTILITIES- LITIES CIVIC CAM	2.04 42.62		
					LITIES - UTILITIES	21.77		
					AMPUS UTILITY-BI	2.15		
					AMPUS UTILITIES-	1.95		
				- UTILITIE		16.47		
					AMPUS UTILITIES-	1.41		
				- UTILITIE		21.83		
					AMPUS UTILITES -	0.15		
					AMPUS UTILITIES-	0.27		
					AMPUS UTILITIES- AMPUS UTILITIES-	0.72		
					MPUS UTILITIES-	0.60 1.86		
					MPUS U TILITIES	0.56		
4747	08/23/2021	Claims	2		CASCADE VALLEY		95.19	#1020 FULL SERVICES SYN BLEND OIL; OIL FILTERS & #1017 FULL SERVICES SYN
		100 501	20.40.00					BLEND OIL; OIL FILTERS
					ATER REPAIRS &	2.27		
					& MAINTENANCE	31.26		
					& MAINTENANCE & MAINTENANCE	16.55 14.28		
					& MAINTENANCE	5.90		
					& MAINTENANCE	2.49		
					& MAINTENANCE	10.87		
		128 - 547	60 48 00 -	REPAIRS	& MAINTENANCE	4.76		
		001 - 576	80 48 00 -	REPAIRS	& MAINTENANCE	6.81		·
4748	08/23/2021	Claims	2	103287	CENTRAL CHAIN & TRANSMISSION	&	24.69	BEARING FOR TRIPLE DECK MOWER
		001 - 576	80 48 00 -	REPAIRS	& MAINTENANCE	24.69		
4749	08/23/2021	Claims	2		CENTRAL WASHIN FAIR ASSOC.		2,500.00	MARKETING & SALES - 08/2021
		108 - 557	30 44 01 -	ADVERT	ISING-STATE FAIR	2,500.00		
4750	08/23/2021	Claims	2	103289	CI SHRED		187.13	SHRED SERVICE - JULY 2021; SHRED SVC - 07/2021
					IONAL SERVICES	15.80		
					IONAL SERVICES	15.80		
					IONAL SERVICES IONAL SERVICES	15.80		
					ITIES PROFESSIO	15.80 92.53		
					IONAL SERVICES	7.90		
					IONAL SERVICES	3.16		
					IONAL SERVICES	3.16		
		402 - 537	50 41 00 -	PROFESS	IONAL SERVICES	3.16		
					IONAL SERVICES	3.16		
					IONAL SERVICES	7.90		
			80 41 00 -		IONAL SERVICES	2.96		
4751	08/23/2021	Claims	2	103290	CINTAS CORP #605			CIVIC CENTER & PD MAT SVC - 7/02/2021 & 7/30/2021; CIVIC CENTER & PD MAT SVC - 08/13/2021
		001 - 513 1	10 48 01 -	CIVIC CA	MPUS MAINTENA	6.60		
					MPUS MAINTENA	3.30		
						5.50		

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	1011 0711		01/01/202	1 To: 12/31/		inic. 10.	Page:	500/10/2021
Trans Date	Type A	Acct # Wa	ar # Claimant			Amount	_	
	001 - 514 23	48 01 - CIV	IC CAMPUS MA	AINTENA	9.20			
			IC CAMPUS MA		4.60			
	001 - 514 30	48 01 - CIV	IC CAMPUS MA	AINTENA	8.28			
			IC CAMPUS MA		4.14			
			IC CAMPUS MA		4.00			
			IC CAMPUS MA		2.00			
			FACILITIES REI FACILITIES REI		83.79 41.89			
			IC CAMPUS MA		41.09			
			IC CAMPUS MA		2.11			
			IC CAMPUS MA		3.83			
			IC CAMPUS MA		1.92			
			IC CAMPUS MA		2.77			
			IC CAMPUS MA		1.40			
			IC CAMPUS MA		0.29			
			IC CAMPUS MA IC CAMPUS MA		0.15 0.53			
			IC CAMPUS MA		0.33			
			IC CAMPUS MA		1.41			
			IC CAMPUS MA		0.70			
			IC CAMPUS MA		1.18			
			IC CAMPUS MA		0.59			
			IC CAMPUS MA		3.67			
			IC CAMPUS MA		1.83			
			IC CAMPUS MA IC CAMPUS MA		1.10 0.55			
752 08/23/202			3291 CLASSIC			171.10	UB STATEMEN	ΓS - JULY 2021
			FESSIONAL SE		57.03			
			FESSIONAL SE		57.03			
			FESSIONAL SE		57.04			
753 08/23/202	1 Claims	2 103	3292 SINGH A	ND PARKS L MINI MART	LC	54.35	FUEL - PATROL	
	001 - 521 22 3	32 00 - PAT			54.35			
754 08/23/202	1 Claims	2 103	3293 COLEMA	N OIL COM	PANY	3,791.79	FUEL THRU 07.3	31.21
	403 - 531 30 3	32 00 - STO	RMWATER FUI	EL	128.10			
	401 - 534 50 3				1,081.24			
	403 - 535 50 3				1,097.74			
	402 - 537 50 3				102.72			
	101 - 542 30 3 101 - 542 66 3				333.32			
	101 - 542 67 3				276.62 164.08			
	101 - 542 70 3				308.82			
			L CONSUMED		86.12			
	001 - 576 80 3				213.03			
755 08/23/202	1 Claims	2 103	294 CONCRE INC.	TE SPECIAL	TIES,	936.49	PEARL 12" ASPI EDGER, STRING PUSH BUTTON	GLINE PINK;
							EDGER, GROOV SWIVEL BRACK INVERTED PAIN FRESNO GROVI D 3/8 W 1/4 R; M. TOWN PUMP	ETS; NTS; BRONZE ER ATTACH 3/4
	401 - 534 50 3	1 00 - SUPI	LIES		216.10			
	403 - 535 50 3				216.09			
	101 - 542 30 3 101 - 542 30 3				482.10 22.20			
756 08/23/202			295 COPIERS	NORTHWES		254.68	COPIER LEASE	- 07/2021
	001 - 521 10 4	5 01 - PD C	LERICAL RENT	TALS &	254.68			
757 08/23/202	Claims	2 103	296 DEXYP			310.05	PARK AD - 08/20	21

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				•	1,01,2021 10. 12.) 1/ 2 02 1		rage.
Trans	Date	Type	Acct #	War #	Claimant		Amount	Memo
		001 - 576 8	30 44 00 -	ADVERT	ISING	310.05		***************************************
4758	08/23/2021	Claims	2	103297	DTG ENTERPRISE	S INC.	40.00	PARK WASTE DEMO 1 LOADS / 5.00 YDS; 07/06/21
		001 - 576 8	30 49 00 -	MISCELL	ANEOUS	40.00		,
4759	08/23/2021	Claims	2	103298	EUROFINS MICROBIOLOGY LABORATORES, II	NC	465.00	WATER SAMPLING
		401 - 534 5	50 41 00 -	PROFESS	IONAL SERVICES	465.00		
4760	08/23/2021	Claims	2	103299	FASTENAL		16.55	HEX CAP SCREW, STEEL TOP LOCK NUT, WASHERS
		001 - 576 8	30 31 00 -	SUPPLIES	S	16.55		
4761	08/23/2021	Claims	2	103300	FRANK'S POINT S		142.29	VEH 8 - FLAT REPAIR & REPLACE; FLAT REPAIR FRONT & USED TIRE
					REPAIRS & MAINT & MAINTENANCE	69.25 73.04		
4762	08/23/2021	Claims	2	103301	GAP AUTO PARTS	- PW	631.11	#3004 FORD TRACTOR BATTERY TERMINAL; #1007 OIL SEAL, TRACTOR HYDRAULIC FLUID; #1007 BRAKE FLUID, PADS CALIPER, ROTOR; JOHN DEERE V BELT; 15W40 LOW EMISSION OIL (FORD TRACTOR & SHOP);
		403 - 535 5 402 - 537 5 101 - 542 3 101 - 542 7 128 - 547 6 001 - 576 8	60 48 00 - 60 48 00 -	REPAIRS REPAIRS REPAIRS REPAIRS REPAIRS REPAIRS REPAIRS REPAIRS	& MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE	25.55 25.56 25.56 14.48 25.55 48.39 24.14 397.95 18.38 25.55		
4763	08/23/2021	Claims	2	103302	GENE WEINMANN CONSULTING	ſ	803.22	CDBG COORDINATOR, MILEAGE,SUPPLY & POSTAGE
		170 - 559 3 170 - 559 3 170 - 559 3	0 41 01 - 1	PROFESS	G IONAL SERVICES	39.02 585.00 179.20		
4764	08/23/2021	Claims	2	103303	GRANITE CONSTR CO	RUCTION	1,078.28	7/14/21 2598 MOD B - WA; 4.370 TN; 2598 MOD B WA 3.0700 TN & 2601 CLASS G WA 5.0400
		401 - 534 56 401 - 534 56 403 - 535 56 402 - 537 56 101 - 542 36 001 - 576 86	0 31 00 - 5 0 31 00 - 5 0 31 00 - 5 0 31 00 - 5	SUPPLIES SUPPLIES SUPPLIES SUPPLIES		377.57 488.55 53.04 53.04 53.04 53.04		
4765	08/23/2021	Claims	2	103304	GRANT J HUNT CO		3,750.00	DESIGN & MARKETING SVC - 08/2021
		107 - 557 30	0 41 01 - 1	PROF SER	VICES-GRANT J I	3,750.00		
4766	08/23/2021	Claims	2	103305	KITTITAS & YAKII VALLEY UC	MA	250.00	WORK RELATED EXAM; PITTACK & DAHL
		101 - 542 30		PROFESSI	ONAL SERVICES ONAL SERVICES	125.00 125.00		
4767	08/23/2021	Claims	2		MBI CONSTRUCTION SERVICE INC.	ON		SERVICE CALL: RTU R&R RUN CAP

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Trans	Date	Type	Acct #	War #	Claimant			Amount	Memo
		001 - 522	50 48 00 -	FD FACII	LITIES - REPAIR	RS & 1	135.25		
4768	08/23/2021	Claims	2	103307	MCKINNEY G	GLASS		321.82	ACTIVITIES BUILDING GLASS REPAIR
		001 - 576	80 48 00 -	REPAIRS	& MAINTENAN	NCE 3	321.82		
4769	08/23/2021	Claims	2	103308	MORTONS SU	J PPLY		897.74	10" GHEEN COUPLING, CEMENT; 3' BURY FROST FREE YARD HYDRANT, 90 STREET EL; 1" BRASS GATE VALVE; YOUTH PARK IRRIGATION REPAIR; ROOT ISSUES
		001 - 576	80 48 00 -	REPAIRS	& MAINTENAN & MAINTENAN & MAINTENAN	NCE 6	145.22 576.60 75.92		
4770	08/23/2021	Claims	2	103309	NEXTREQUES	ST CO.		8,697.33	NEXTREQUEST - 2021-2022
		001 - 518	88 41 00 -	NEXTRE	QUEST SUPPOR	RT 8,6	597.33		
4771	08/23/2021	Claims	2		OFFICE SOLU NORTHWEST	JTIONS		81.40	COPY PAPER AND STICKY FLAGS
		001 - 513 001 - 514 001 - 514 001 - 521 001 - 524 401 - 534 403 - 535 402 - 537	10 31 00 - 23 31 00 - 30 31 00 - 10 31 00 - 20 31 00 - 50 31 00 - 50 31 00 -	SUPPLIES SUP	S S S N SUPPLIES S S S		1.68 3.00 20.54 35.97 0.01 7.13 1.98 1.98 1.98 7.13		
4772	08/23/2021	Claims	2		ONE CALL CO	ONCEPTS I	NC	33.17	UTILITY LOCATES - 07/2021
					IONAL SERVIC IONAL SERVIC		16.59 16.58		
4773	08/23/2021	Claims	2	103312	OWEN EQUIP	MENT CO		9,918.74	#2011 PARTS, LABOR
		401 - 534 :	50 48 00 -	REPAIRS	ATER REPAIRS & MAINTENAN & MAINTENAN	NCF 1,9	95.93 983.75 39.06		
1774	08/23/2021	Claims	2	103313	OXARC INC				HART FIRST AID KIT 10 UNIT METAL BOX W / OXARC LOGO; VEH #'S 1012, 1022, 1029, 2012; BLACK NITRILE GLOVES
		401 - 534 5 403 - 535 5 403 - 535 5 402 - 537 5 101 - 542 6 101 - 542 6 101 - 542 6 101 - 542 6 1028 - 547 6	50 31 00 - 50 31 00 - 50 31 00 - 30 31 00 - 56 31 00 - 57 31 00 - 70 31 00 -	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES		2	28.06 56.13 60.76 10.02 16.04 2.00 40.09 6.01 2.00		
1775	08/23/2021	Claims	2	103314	PACIFIC POW	ÆR		ŕ	TRAFFIC LIGHTS & STREET LIGHTS - 07/2021; WELLS & AYP - 07/2021; CIVIC CENTER - 8/2021; FIRE DEPT 08/2021; TRAFFIC - 07/2021 & LIFT STATION - 08/2021; AREA LIGHTS - 07/2021
		001 - 514 2 001 - 514 3 001 - 515 3 001 - 521 5	23 47 00 - 30 47 00 - 31 47 00 - 50 47 00 -	CIVIC CA CIVIC CA CIVIC CA PD FACIL	MPUS UTILITIE MPUS UTILITIE MPUS UTILITIE MPUS UTILITIE ITIES CIVIC CA ITIES - UTILITIE	ES-1 1: ES- 1: ES-1 6: AMI 1,3:	10.06 53.51 38.04 66.79 97.78 04.40		

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Trans Date	Type Acct #	War # Claimant		Amoun	Memo
		CIVIC CAMPUS UTILITY-BI	70.49		
	401 - 534 50 47 00 - 1 401 - 534 50 47 01 - 6	CIVIC CAMPUS UTILITIES-	11,079.76 63.93		
	403 - 535 50 47 00 - 1		1,459.52		
		CIVIC CAMPUS UTILITIES-	46.51		
		CIVIC CAMPUS UTILITES - CIVIC CAMPUS UTILITIES-	4.86		
	101 - 542 63 47 00 - 1		8.79 4,894.40		
	101 - 542 63 47 00 - 1		603.81		
	101 - 542 64 47 00 - U		228.01		
	101 - 542 64 47 00 - I	OTILITIES CIVIC CAMPUS UTILITIES-	152.63 23.48		
		CIVIC CAMPUS UTILITIES-	23.46 19.65		
	001 - 558 60 47 01 - 0	CIVIC CAMPUS UTILITIES-	61.15		
	001 - 576 80 47 00 - U		855.87		
	001 - 576 80 47 00 - U	CIVIC CAMPUS U TILITIES	1,391.65 18.30		
4776 08/23/202		103315 PAPE MATERIAL	10.50	250 34	BRAKE BAND, SUPPLIES
		HANDLING		237.34	Divini Divino, Got I Bies
		REPAIRS & MAINTENANCE	259.34		
4777 08/23/202	1 Claims 2	103316 PAPÉ MATERIAL HANDLING		1,482.36	REBUILD DRIVE LINE; JOHN DEERE
	001 - 576 80 48 00 - F	EPAIRS & MAINTENANCE	1,482.36		
4778 08/23/202	1 Claims 2	103317 PEOPLE FOR PEOF	PLE	1,628.00	SENIOR NUTRITION SITE MANAGER - 07/2021
	001 - 571 21 41 00 - F	ROF SERVICES - PEOPLE I	1,628.00		
4779 08/23/202	1 Claims 2	103318 POLLARDWATER.	COM	2,575.77	WATER SUPPLIES
	401 - 534 50 31 00 - S	UPPLIES	2,575.77		
4780 08/23/202	1 Claims 2	103319 PRECISION METAI LLC	L WORKS	1,821.66	FLAG POLE HOLDERS
	101 - 542 30 31 00 - S	UPPLIES	1,821.66		
4781 08/23/202	1 Claims 2	103320 REPUBLIC PUBLIS	HING CO	703.69	NOTICE OF APPLICATION, SEPA, COMP PLAN AMENDMENT AND REZONE-FALCON RIDGE; NTC OF COUNICL MEETING - 08/02/2021
	001 - 511 60 44 01 - A 001 - 558 60 44 00 - A		313.34 390.35		
1782 08/23/202	l Claims 2	103321 KURT W SCHELHA	MMER	21.38	TRAVEL EXPENSE REIMBURSEMENT - VACTOR
	403 - 535 50 43 00 - T	RAVEL	21.38		
1783 08/23/202	l Claims 2	103322 SHERWIN-WILLIAN COMPANY	MS	50.12	DURACRAFT FL EXTRA PAINT RECYCLING FEE CS N/P 2.5" FLAT SAS
	401 - 534 50 31 00 - S		10.02		
	403 - 535 50 31 00 - S 402 - 537 50 31 00 - S		10.03		
	101 - 542 30 31 00 - S		10.02 10.03		
	001 - 576 80 31 00 - Si		10.03		
784 08/23/202	Claims 2	103323 DON C. SMITH		43.80	LEOFF 1 RETIREE RX
	001 - 521 10 22 00 - L	EOFF 1 BENEFITS	43.80		
785 08/23/2021	Claims 2	103324 STAR RENTALS			SAW CUT OFF GAS HUSQVARNA K770 RENTAL; SAW GAS / ELECTRIC 8-13 HP HUSQVARNA FS309 RENTAL
	401 - 534 50 45 00 - O	PERATING RENTALS & L	64.98		
		DEPATING PENTALS & II	70.40		

401 - 534 50 45 00 - OPERATING RENTALS & LI

70.40

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9 Trans Date Type Acct# War # Claimant Amount Memo 4786 08/23/2021 Claims 28.89 TRAVEL REIMBURSEMENT -2 103325 RAYMUNDO V SUAREZ VACTOR - DROP/PICK UP 403 - 535 50 43 00 - TRAVEL 28.89 4787 08/23/2021 Claims 103326 TROY LEE & ASSOCIATES 2,145.00 PUBLIC DEFENDER 2 001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC 2.145.00 4788 08/23/2021 Claims 103327 U.S. CELLULAR 1,010.03 PHONE SVC - 08/2021 001 - 521 10 42 00 - PD ADMIN COMMUNICATI 1.010.03 4789 08/23/2021 Claims 664.13 UNIFORM SERVICE; 07.05.21 -103328 U.S. LINEN & UNIFORM 07.26.21 401 - 534 50 21 00 - UNIFORMS & EQUIPMENT 161.70 403 - 535 50 21 00 - UNIFORMS & EQUIPMENT 161.70 402 - 537 50 21 00 - UNIFORMS & EQUIPMENT 69.30 101 - 542 30 21 00 - UNIFORMS & EQUIPMENT 161.70 001 - 576 80 21 00 - UNIFORMS & EQUIPMENT 109.73 4790 08/23/2021 Claims 103329 UNITED PARCEL SERVICE 53.52 SHIPPING - 07/2021 001 - 521 10 42 00 - PD ADMIN COMMUNICATI 53.52 4791 08/23/2021 Claims 103330 UNITED STATES 764.98 UB POSTAGE - 08/2021 POSTMASTER 401 - 534 50 42 00 - COMMUNICATION 254.99 403 - 535 50 42 00 - COMMUNICATION 254.99 402 - 537 50 42 00 - COMMUNICATION 255.00 4792 08/23/2021 Claims 103331 WA STATE DEPT OF 2 234.00 CPL RENEWAL **LICENSING** 630 - 589 30 02 01 - WEAPONS PERMIT STATE: 234.00 4793 08/23/2021 508.29 SIGNAL MAINT, REPAIR & Claims 2 103332 WA STATE DEPT OF **ADDITIONS; JUNE 2021 TRANSPORTATION** 101 - 542 64 41 00 - INTERGOVERNMENTAL PE 508.29 08/23/2021 Claims 2 103333 WA STATE PATROL 212.00 BACKGROUND - JULY 2021 001 - 521 10 41 00 - PD ADMIN PROFESSIONAL 212.00 4795 08/23/2021 Claims 103334 WELLS FARGO VENDOR 2 920.38 TASKLFA LEASE - 07/2021 **FIN SERV** 001 - 511 60 45 00 - OPERATING RENTALS & LI 20.44 001 - 513 10 45 00 - OPERATING RENTALS & LI 36.41 001 - 514 23 45 00 - OPERATING RENTALS & LI 249.63 001 - 514 30 45 00 - OPERATING RENTALS & LI 368.12 001 - 521 10 45 00 - PD ADMIN RENTALS & LEA 0.16 001 - 524 20 45 00 - OPERATING RENTALS & LI 86.66 401 - 534 50 45 00 - OPERATING RENTALS & LI 24.09 403 - 535 50 45 00 - OPERATING RENTALS & LI 24.09 402 - 537 50 45 00 - OPERATING RENTALS & LI 24.09 001 - 558 60 45 00 - OPERATING RENTALS & LI 86.66 001 - 576 80 45 00 - OPERATING RENTALS & LI 0.03 4796 08/23/2021 Claims 39.00 UTILITY LIEN 103335 YAKIMA CO AUDITOR RELEASE-LAFORGE 402 - 537 50 49 00 - MISCELLANEOUS 39.00 4797 08/23/2021 Claims 103336 YAKIMA CO PUBLIC 2 65.02 07/21/21 .85 TON YARD WASTE; 07/28/21 .67 TON YARD WASTE; **SERVICES** 07/29/21 1.06 & .21 TON Y.W.; 08/03/21 .03 TON GARBAGE 402 - 537 50 49 00 - MISCELLANEOUS 48.87 001 - 576 80 49 00 - MISCELLANEOUS 16.15 4798 08/23/2021 103337 YAKIMA HUMANE Claims 2 3,000.00 ANIMAL CONTROL SVC-07/2021 SOCIETY

3,000.00

001 - 554 30 41 00 - PROF SERVICES-ANIMAL (

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Trans	Date	Туре	Acct #	War #	Claimant	Amount Memo		
4799	08/23/2021	Claims	2	103338	YAKIMA WASTE SYS	STEMS	862.88 WASTE SVC	: - 07/2021
		402 - 537	60 49 00 -	CONTRA	CTED SERVICES	862.88		
		001 Current Expense Fund 101 Street Fund				55,894.31		
						11,399.53		
		107 Conv	107 Convention Center Reserve Fund				3,750.00	
		108 Tour	ism Promot	ion Area I	^P und		2,500.00	
		111 Library & Community Center Fund			367.50			
			sit System I				70,474.70	
		131 Drug Seizure Forfeiture			ınd		5,215.00	
		170 Hous	ing Rehabi	litation Fu	nd		1,128.12	
		401 Water Fund					20,399.97	
		402 Garb	age Fund				1,610.41	
		403 Sewe	r Fund				12,326.01	
		630 Gene	ral State/Co	ounty-Shar	ed Rev Fund		234.00	
						_	Claims:	185,299.55
		* Transac	tion Has M	ixed Reve	nue And Expense Account	ts	185,299.55	,