

**UNION GAP CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**MONDAY JANUARY 28, 2019 – 6:00 P.M.**  
**CITY HALL, 102 W. AHTANUM ROAD, UNION GAP**

**I. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

*A. Approval of Minutes:*

Regular Council Meeting Minutes, dated December 10, 2018, as attached to the Agenda and maintained in electronic format

*B. Approve Vouchers:*

Petty Cash Vouchers – Check Nos. 1891 through 1893 for January, 2019, in the amount of \$122.00

Claims Vouchers – EFT's, and Voucher No. 98424 and Voucher Nos. 98451 through 98545 for January 20, 2019, in the amount of \$298,575.35

Claims Vouchers – EFT's, and Voucher No. 98435 through 98450 and Voucher Nos. 98628 through 98675 for January 28, 2019, in the amount of \$387,794.10

**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 Works & Community Development**

1. Ordinance No. - \_\_\_\_\_ - Adopting City of Union Gap Official Zoning Map 2019

2. Ordinance No. - \_\_\_\_\_ - Repealing and Replacing Ordinance No. 2960 dated 1/14/2019, which Vacated a Portion of Lightning Way
3. Resolution No. - \_\_\_\_\_ - Amending Resolution 19-01 - Regional Beltway Agreement
4. Resolution No. - \_\_\_\_\_ - Intergovernmental Local Agreement – Stormwater Compliance
5. Resolution No. - \_\_\_\_\_ - Set Public Hearing - Updated Water System Plan
6. Resolution No. - \_\_\_\_\_ - Appointing YVCOG General Membership Members and Alternates

**City Manager**

1. Resolution No. - \_\_\_\_\_ - 2019 – 2021 Teamsters Local No. 760 – Office Clerical Bargaining Agreement
2. Resolution No. - \_\_\_\_\_ - 2019 – 2021 Teamsters Local No. 760 – Non-Uniformed Bargaining Agreement
3. Resolution No. - \_\_\_\_\_ - 2019 – 2021 AFSCME Local 1122 Public Works - Bargaining Agreement

**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**

**X. ADJOURN REGULAR MEETING**



## City Council Communication

**Meeting Date:** January 28, 2019  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Ordinance – Adopting City of Union Gap Official Zoning Map 2019

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**SYNOPSIS:** the City of Union Gap City Council last updated the City of Union Gap Official Zoning Map in 2016. Since 2016 the City of Union Gap has rezoned properties, annexed properties and adjusted boundaries between the City of Yakima and the City of Union Gap. The Council has considered these changes and determined that an updated zoning map is necessary.

**RECOMMENDATION:** Adopt an ordinance approving the City of Union Gap Official Zoning Map 2019

**LEGAL REVIEW:** The City Attorney has reviewed this Ordinance.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:**

1. Ordinance
2. City of Union Gap Official Zoning Map 2019

**CITY OF UNION GAP, WASHINGTON  
ORDINANCE NO. - \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF UNION GAP, WASHINGTON, ADOPTING  
THE OFFICIAL ZONING MAP**

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

**WHEREAS**, the City of Union Gap City Council last updated the City of Union Gap Official Zoning Map in 2016; and,

**WHEREAS**, since 2016 the City of Union Gap has rezoned properties, annexed properties and adjusted boundaries between the City of Yakima and the City of Union Gap; and,

**WHEREAS**, the Council has considered these changes and determined that an updated zoning map is needed; and,

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

Section 1. Official Zoning Map. The designations, locations and boundaries of the zones set forth in Title 17 shall be as shown on the City of Union Gap, WA. Official Zoning Map 2019 attached hereto.

Said map is hereby adopted and controlling over all maps of individual zone boundaries and all notions, reference, data and other information shown thereon, previously adopted by the City Council. The signed copy of the official zoning map attached hereto shall be maintained in the City Hall.

Section 2. Effective Date. This ordinance, adopting City of Union Gap, WA. Official Zoning Map 2019, shall become effective five (5) days following legal publication of this ordinance or a summary of this ordinance.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR at its regular meeting on January 28, 2019.

\_\_\_\_\_  
Roger Wentz, Mayor

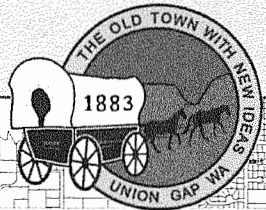
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

# City of Union Gap, WA Official Zoning Map 2019



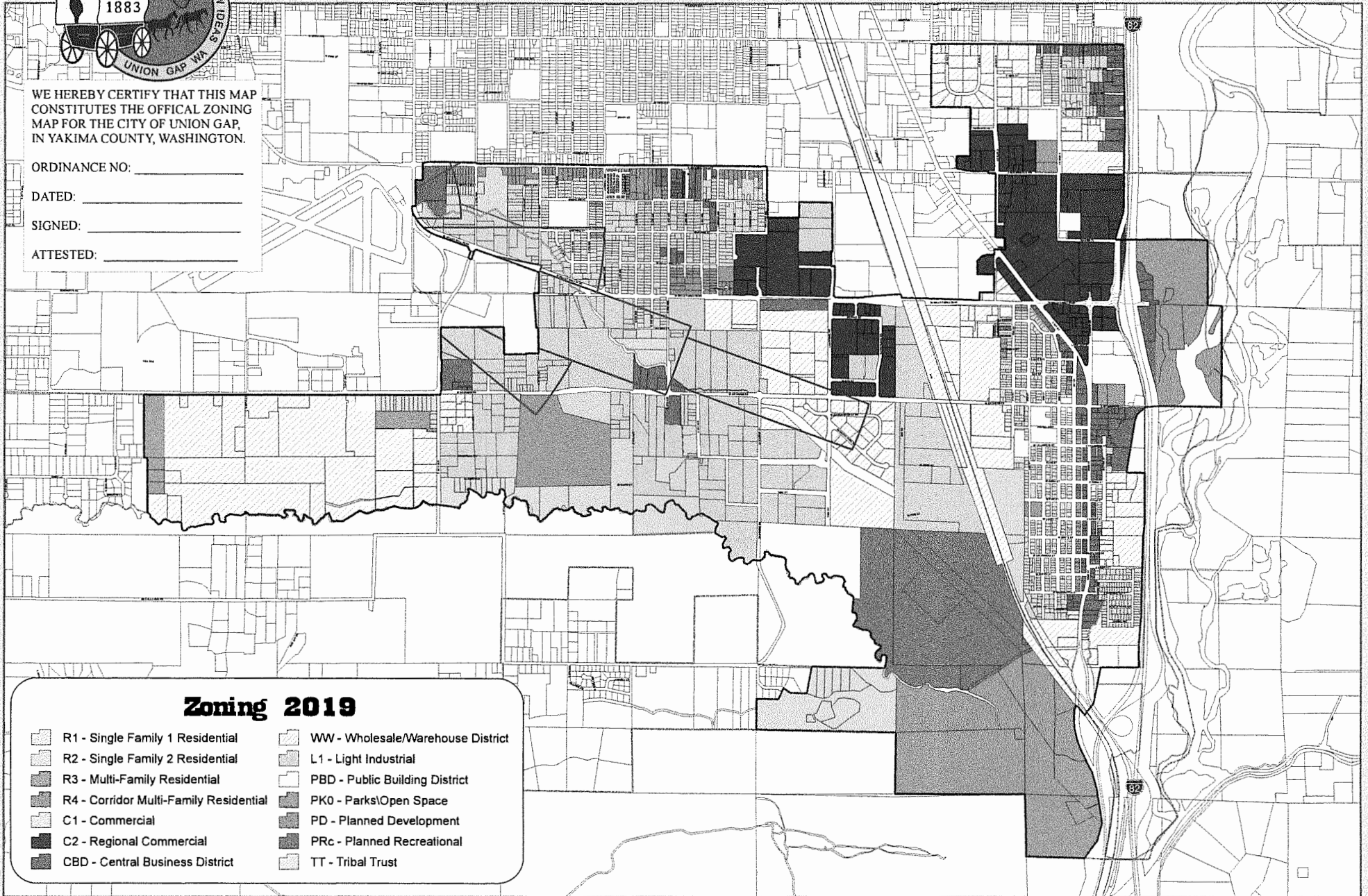
WE HEREBY CERTIFY THAT THIS MAP  
CONSTITUTES THE OFFICIAL ZONING  
MAP FOR THE CITY OF UNION GAP,  
IN YAKIMA COUNTY, WASHINGTON.

ORDINANCE NO: \_\_\_\_\_

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

ATTESTED: \_\_\_\_\_



## Zoning 2019

- |  |                                   |
|--|-----------------------------------|
| R1 - Single Family 1 Residential       | WW - Wholesale/Warehouse District |
| R2 - Single Family 2 Residential       | L1 - Light Industrial             |
| R3 - Multi-Family Residential          | PBD - Public Building District    |
| R4 - Corridor Multi-Family Residential | PKO - Parks/Open Space            |
| C1 - Commercial                        | PD - Planned Development          |
| C2 - Regional Commercial               | PRc - Planned Recreational        |
| CBD - Central Business District        | TT - Tribal Trust                 |

Union Gap Urban Growth Boundary Greenway Overlay District Airport Safety Overlay





## City Council Communication

**Meeting Date:** January 28, 2019  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Ordinance – Repealing and Replacing Ordinance No. 2960 dated 1/14/2019, which Vacated a Portion of Lightning Way

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**SYNOPSIS:** An Ordinance repealing Ordinance 2960 and replacing it with a corrected version which vacates a portion of Lightning Way. This Ordinance corrects the errors from Ordinance 2960 and restates it in its entirety with the corrections

Summaries of the corrections of Ordinance 2960 are:

- a. Creation of a defined term for "Vacated Right-of-Way."
- b. Clarification that the vacation affects the Vacated Right-of-Way legally described in Exhibit A and depicted in Exhibit B.
- c. Clarification regarding Ahtanum Gap's obligation to dedicate the replacement right-of-way and creation of a defined term for "Replacement Right-of-Way".
- d. Clarification regarding the location of the City's retained public utility easement (i.e., the utility easement located within the west 25 feet of the Vacated Right-of-Way).

**RECOMMENDATION:** Approve an Ordinance repealing Ordinance 2960 and restating it with corrections, which vacates a portion of Lightning Way in the City of Union Gap.

**LEGAL REVIEW:** The City Attorney has reviewed this Ordinance.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Corrected Ordinance  
2. Redline of Ordinance 2960

*CITY OF UNION GAP, WASHINGTON*  
*ORDINANCE NO. \_\_\_\_\_*

AN ORDINANCE repealing Ordinance 2960 and replacing it with this Ordinance which is Vacating a portion of Lightning Way, a public right-of-way in the City of Union Gap, Washington

**WHEREAS**, the City of Union Gap, pursuant to RCW 35.79.010, passed Resolution 18-65, which initiated the procedure for vacating a portion of the City of Union Gap right-of-way located on the real property described on Exhibit "A," and as depicted on "Exhibit B" (the "Vacated Right-of-Way"), both of which Exhibits are attached hereto and incorporated herein, and

**WHEREAS**, a public hearing was held pursuant to timely legal notice, which was provided by the Union Gap City Council, and the matter of vacating the Vacated Right-of-Way was considered by the Union Gap City Council on January 14, 2019, and

**WHEREAS**, the City Council of the City of Union Gap, Washington, has considered all matters presented at the public hearing on the proposed vacation and does hereby find that the vacation of the Vacated Right-of-Way is appropriate and that the transfer of property at issue in this matter is in best interest of the public.

**WHEREAS**, this Ordinance replaces Ordinance 2960 which Council approved on January 14<sup>th</sup>, 2019, and

**WHEREAS**, a draft version of the Ordinance was inadvertently included in the Council packet on January 14<sup>th</sup>. This draft which was passed as Ordinance 2960 had some errors contained in it that requires correction and thus this Ordinance corrects those errors, and

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

Section 1. The Vacated Right-of-Way located on the real property described on the attached Exhibit "A" and depicted on attached Exhibit "B" is hereby vacated.

Section 2. As a condition to the passage of this ordinance, the property owner of Yakima County Assessor's tax parcel No. 191206-33416 shall convey the real property described on attached Exhibit "C" and depicted on attached Exhibit "B" for purposes of public right-of-way dedication (the "Replacement Right-of-Way"). This ordinance shall not be effective and recorded until the deed conveying the Replacement Right-of-Way has been recorded with the Yakima County Auditor.

Section 3. Nothing contained in this Ordinance serves to vacate that certain public utility easement lying along the west 25 feet of the Vacated Right-of-Way, as shown on Exhibit "B," and as appears on the face of the Short Plat recorded under Yakima County Auditor's File No. 7335606 for the construction, repair and maintenance of public utilities and services.

Section 4. Ordinance 2960 is hereby repealed and replaced in its entirety with this Ordinance.



Section 5. This ordinance shall be in full force and effect five (5) days after passage, as required by law, or five (5) days after the condition in section 2 is complete, whichever event occurs later. If the condition of vacation as stated in Section 2 is not completed within 120 days of the effective date of this Ordinance, this Ordinance shall be null and void.

Section 6. A certified copy of this ordinance shall be recorded by the Union Gap City Clerk with the Yakima County Auditor within ten (10) days of its effective date.

ORDAINED this \_\_\_\_ day of January, 2019.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

## EXHIBIT A

### **Legal Description of Vacated Right-of-Way**

#### **Vacated ROW1 (10,191+/-SF)**

That portion of right of way dedicated to the City of Union Gap under Auditor's File Number 7637644, records of Yakima County, Washington, being a strip of land 70.00 feet in width and described as follows:

Beginning at the most Southerly corner of Tract 'A' of that Short Plat recorded under Auditor's File Number 7914608, records of Yakima County, Washington;  
Thence North 0°22'45" East along the Easterly line of said Tract 'A' 166.06 feet to the Southerly line of Tract 'B' of AHTANUM RIDGE BUSINESS PARK according to the official plat thereof recorded under Auditor's File Number 7299807;  
Thence South 46°46'00" East along said Southerly line 95.49 feet to a point that is 70.00 feet East of the East line of said Tract 'A' as measured perpendicular thereto;  
Thence South 0°22'45" West 125.48 feet to a point on a curve concave to the Southwest and the center of said curve bearing South 20°56'37" West 1268.50 feet;  
Thence Northwesterly along said curve consuming a central angle of 3°02'47" an arc length of 67.45 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 60.00 feet;  
Thence Northwesterly along said curve consuming a central angle of 6°23'12" an arc length of 6.69 feet to the Point of Beginning;

Situate in Yakima County, Washington.

#### **Vacated ROW2 (17,932+/-SF)**

That portion of right of way dedicated to the City of Union Gap under Auditor's File Number 7637644, records of Yakima County, Washington, being a strip of land 70.00 feet in width and described as follows:

Commencing at the Southeast corner of Lot 2 of that Short Plat recorded under Auditor's File Number 7914608, records of Yakima County, Washington;  
Thence North 0°22'45" East along the Easterly line of said Lot 2 261.47 feet to the Point of Beginning;  
Thence continuing North 0°22'45" East along said East line 217.94 feet to a point on a curve concave to the Southwest, the center of said curve bearing South 19°33'13" West 1143.50 feet;  
Thence Southeasterly along said curve consuming a central angle of 3°45'32" an arc length of 75.02 feet to a point that is 70.00 feet East of the East line of said Lot 2 as measured perpendicular thereto;  
Thence South 0°22'45" West 356.26 feet to a point on a curve concave to the Southwest, the center of said curve bearing North 89°37'15" West 230.00 feet;  
Thence Northwesterly along said curve consuming a central angle of 45°00'00" an arc length of 180.64 feet;  
Thence North 44°37'15" West 3.73 feet to the Point of Beginning;

Situate in Yakima County, Washington.

**EXHIBIT B**

**Depiction of Vacated Right-of-Way and Replacement Right-of-Way**

*[See Attached]*

**EXHIBIT B & RIGHT OF WAY EXHIBIT**



LOT 1, S.P. 7814600  
9.81 ± ACRES  
125' RIGHT OF WAY

WIDE HOLLOW CREEK  
VACATED ROW#1  
10,1914 SF  
70' R/W DEDICATED TO THE CITY OF UNION GAP PER A.J. NO. 7837644 (EXISTING NORTH-SOUTH R/W) TO BE VACATED

TRACT 2  
PROPOSED SHORT PLAT

RIGHT OF WAY DEDICATED PER S.P. 7814600  
ROW#1  
18,679 ± SF

PROPOSED 60' RIGHT OF WAY (REPLACEMENT NORTH-SOUTH R/W)  
LOT 2, S.P. 7814608  
5.87 ± ACRES

EASEMENTS FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION AUDITOR'S FILE NO. 17-1255-001 AND CONSULT PACIFIC POWER FOR SETBACK INFORMATION.

25' PUBLIC UTILITY PER S.P. 7436906

20' WIDE SEWER LINE EASEMENT PER ALSO FILE NO. 2535173

LOT 1  
PROPOSED SHORT PLAT

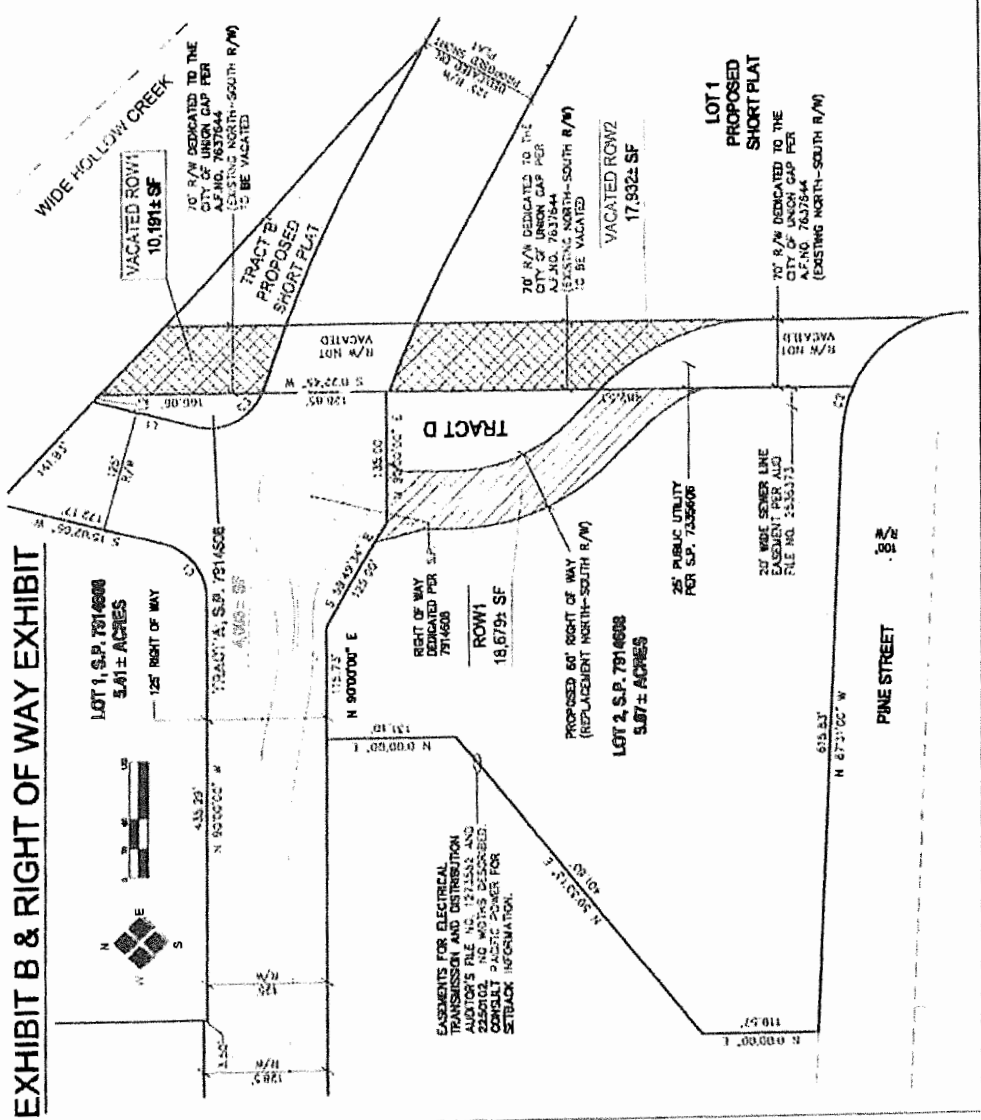
70' R/W DEDICATED TO THE CITY OF UNION GAP PER A.J. NO. 7837644 (EXISTING NORTH-SOUTH R/W)

VACATED ROW#2  
17,932 ± SF

**H.I.A.** *Engineering and Land Surveying, Inc.*  
2800 River Road  
Vadnais, WA 98957  
409.946.7000  
Fax: 409.943.800  
www.hiainc.com

for, THE CITY OF UNION GAP  
RIGHT OF WAY EXHIBIT  
CITY OF UNION GAP, YAKIMA COUNTY, WASHINGTON

DATE OF THIS DRAWING	11/11/2011
FILE NO.	7860123
ALL WORK	100%
DATE	11/11/2011
SCALE	AS SHOWN
PROJECT NO.	1111
DATE	11/11/2011
SCALE	AS SHOWN
DATE	11/11/2011
SCALE	AS SHOWN
DATE	11/11/2011
SCALE	AS SHOWN



PINE STREET  
W 80'

## EXHIBIT C

### Legal Description of Replacement Right-of-Way

#### ROW1 (18,679+/-SF)

That portion of Lot 2 of that Short Plat recorded under Auditor's File Number 7914608, records of Yakima County, Washington, described as follows:

Commencing at the Southeast corner of said Lot 2;

Thence North  $0^{\circ}22'45''$  East along the Easterly line of said Lot 2 153.64 feet to the Point of Beginning;

Thence continuing North  $0^{\circ}22'45''$  East along said East line 107.82 feet;

Thence North  $44^{\circ}37'15''$  West 46.59 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 170.00 feet;

Thence Northwesterly along said curve consuming a central angle of  $45^{\circ}00'00''$  an arc length of 133.52 feet;

Thence North  $0^{\circ}22'45''$  East 50.69 feet;

Thence North  $31^{\circ}02'53''$  East 19.45 feet to the Northerly line of said Lot 2;

Thence North  $90^{\circ}00'00''$  West along said Northerly line 62.18 feet to an angle point in said line;

Thence North  $59^{\circ}49'34''$  West along said Northerly line 24.30 feet;

Thence South  $14^{\circ}51'19''$  East 50.79 feet;

Thence South  $0^{\circ}22'45''$  West 30.08 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 230.00 feet;

Thence Southeasterly along said curve consuming a central angle of  $45^{\circ}00'00''$  an arc length of 180.64 feet;

Thence South  $44^{\circ}37'15''$  East 50.32 feet to the point of curvature of a curve concave to the Southwest, said curve having a radius of 170.00 feet;

Thence Southeasterly along said curve consuming a central angle of  $25^{\circ}15'00''$  an arc length of 74.92 feet to the Point of Beginning;

Situate in Yakima County, State of Washington.

*CITY OF UNION GAP, WASHINGTON*  
*ORDINANCE NO. ~~2960~~*

AN ORDINANCE ~~vacating~~repealing Ordinance 2960 and replacing it with this Ordinance which is Vacating a portion of Lightning Way, a public right-of-way in the City of Union Gap, Washington-

**WHEREAS**, the City of Union Gap, pursuant to RCW 35.79.010, passed Resolution 18-65 ~~initiating~~65, which initiated the procedure for vacating ~~the~~a portion of ~~the~~the City of Union Gap right-of-way located on the real property described on Attachment "~~A~~"Exhibit "A," and as depicted on "~~Exhibit B~~" (the "~~Vacated Right-of-Way~~"), both of which Exhibits are attached hereto and incorporated herein, and

**WHEREAS**, a public hearing was held pursuant to timely legal notice, which was provided by the Union Gap City Council ~~heretofore,~~ and the matter of vacating the ~~vacation~~Vacated Right-of-Way was considered, by the Union Gap City Council on January 14, 2019, and

**WHEREAS**, the City Council of the City of Union Gap, Washington, has considered all matters presented at the public hearing on the proposed vacation and does hereby find that the vacation of ~~said property~~the Vacated Right-of-Way is appropriate and that the transfer of property at issue in this matter ~~in the manner set forth below~~ is in best ~~interests~~interest of the public.

**WHEREAS**, this Ordinance replaces Ordinance 2960 which Council approved on January 14<sup>th</sup>, 2019, and

**WHEREAS**, a draft version of the Ordinance was inadvertently included in the Council packet on January 14<sup>th</sup>. This draft which was passed as Ordinance 2960 had some errors contained in it that requires correction and thus this Ordinance corrects those errors, and

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

Section 1. The Vacated Right-of-Way located on the real property shown in ~~described on~~ the attached Attachment~~Exhibit~~ "A" and ~~described in Attachment "B" is hereby incorporated here~~in ~~depicted on attached Exhibit "B" is hereby vacated.~~

Section 2. As a condition to the passage of this ordinance, the property owner of Yakima County Assessor's tax parcel 19120633416 shall dedicate a right-of-way as shown in Attachment "A" and as described in Attachment "C" and until said dedications is recorded this No. 191206-33416 shall convey the real property described on attached Exhibit "C" and depicted on attached Exhibit "B" for purposes of public right-of-way dedication (the "Replacement Right-of-Way"). This ordinance shall not be effective and recorded until the deed conveying the Replacement Right-of-Way has been recorded with the Yakima County Auditor.

Section 3. ~~The City shall retain an easement or the right to exercise and grant easements in~~

~~respect to the vacated land~~ Nothing contained in this Ordinance serves to vacate that certain public utility easement lying along the west 25 feet of the Vacated Right-of-Way, as shown on Exhibit "B," and as appears on the face of the Short Plat recorded under Yakima County Auditor's File No. 7335606 for the construction, repair, and maintenance of ~~existing~~ public utilities and services.

Section 4. Ordinance 2960 is hereby repealed and replaced in its entirety with this Ordinance.

Section 5. This ordinance shall be in full force and effect five (5) days after passage, as required by law, or ~~when five (5) days after the condition is in section 2 is completed after the 5 day period complete, whichever event occurs later.~~ If the ~~conditions~~ condition of vacation as stated in Section 2 is not completed within 120 days of the effective date of this Ordinance, this Ordinance shall be null and void.

~~Section 5.6.~~ A certified copy of this ordinance shall be recorded by the Union Gap City Clerk with the Yakima County Auditor ~~after~~ within ten (10) days of its effective date.

ORDAINED this ~~14th~~      day of January, 2019.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:  
  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

## EXHIBIT A

### Legal Description of Vacated Right-of-Way

#### Vacated ROW1 (10,191+/-SF)

That portion of right of way dedicated to the City of Union Gap under Auditor's File Number 7637644, records of Yakima County, Washington, being a strip of land 70.00 feet in width and described as follows:

Beginning at the most Southerly corner of Tract 'A' of that Short Plat recorded under Auditor's File Number 7914608, records of Yakima County, Washington;

Thence North 0°22'45" East along the Easterly line of said Tract 'A' 166.06 feet to the Southerly line of Tract 'B' of AHTANUM RIDGE BUSINESS PARK according to the official plat thereof recorded under Auditor's File Number 7299807;

Thence South 46°46'00" East along said Southerly line 95.49 feet to a point that is 70.00 feet East of the East line of said Tract 'A' as measured perpendicular thereto;

Thence South 0°22'45" West 125.48 feet to a point on a curve concave to the Southwest and the center of said curve bearing South 20°56'37" West 1268.50 feet;

Thence Northwesterly along said curve consuming a central angle of 3°02'47" an arc length of 67.45 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 60.00 feet;

Thence Northwesterly along said curve consuming a central angle of 6°23'12" an arc length of 6.69 feet to the Point of Beginning;

Situate in Yakima County, Washington.

#### Vacated ROW2 (17,932+/-SF)

That portion of right of way dedicated to the City of Union Gap under Auditor's File Number 7637644, records of Yakima County, Washington, being a strip of land 70.00 feet in width and described as follows:

Commencing at the Southeast corner of Lot 2 of that Short Plat recorded under Auditor's File Number 7914608, records of Yakima County, Washington;

Thence North 0°22'45" East along the Easterly line of said Lot 2 261.47 feet to the Point of Beginning;

Thence continuing North 0°22'45" East along said East line 217.94 feet to a point on a curve concave to the Southwest, the center of said curve bearing South 19°33'13" West 1143.50 feet;

Thence Southeasterly along said curve consuming a central angle of 3°45'32" an arc length of 75.02 feet to a point that is 70.00 feet East of the East line of said Lot 2 as measured perpendicular thereto;

Thence South 0°22'45" West 356.26 feet to a point on a curve concave to the Southwest, the center of said curve bearing North 89°37'15" West 230.00 feet;

Thence Northwesterly along said curve consuming a central angle of 45°00'00" an arc length of 180.64 feet;

Thence North 44°37'15" West 3.73 feet to the Point of Beginning;

Situate in Yakima County, Washington.



**EXHIBIT B**

**Depiction of Vacated Right-of-Way and Replacement Right-of-Way**

*[See Attached]*

## EXHIBIT C

### Legal Description of Replacement Right-of-Way

#### ROW1 (18,679+/-SF)

That portion of Lot 2 of that Short Plat recorded under Auditor's File Number 7914608, records of Yakima County, Washington, described as follows:

Commencing at the Southeast corner of said Lot 2;

Thence North 0°22'45" East along the Easterly line of said Lot 2 153.64 feet to the Point of Beginning;

Thence continuing North 0°22'45" East along said East line 107.82 feet;

Thence North 44°37'15" West 46.59 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 170.00 feet;

Thence Northwesterly along said curve consuming a central angle of 45°00'00" an arc length of 133.52 feet;

Thence North 0°22'45" East 50.69 feet;

Thence North 31°02'53" East 19.45 feet to the Northerly line of said Lot 2;

Thence North 90°00'00" West along said Northerly line 62.18 feet to an angle point in said line;

Thence North 59°49'34" West along said Northerly line 24.30 feet;

Thence South 14°51'19" East 50.79 feet;

Thence South 0°22'45" West 30.08 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 230.00 feet;

Thence Southeasterly along said curve consuming a central angle of 45°00'00" an arc length of 180.64 feet;

Thence South 44°37'15" East 50.32 feet to the point of curvature of a curve concave to the Southwest, said curve having a radius of 170.00 feet;

Thence Southeasterly along said curve consuming a central angle of 25°15'00" an arc length of 74.92 feet to the Point of Beginning;

Situate in Yakima County, State of Washington.



## City Council Communication

**Meeting Date:** January 28, 2019  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Amending Resolution 19-01 - Regional Beltway Agreement

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**SYNOPSIS:** A resolution amending and restating Resolution 19-01, dated 1/14/2019, which authorized the City Manager to sign the Regional Beltway Agreement. This resolution will acknowledge that the Regional Beltway Agreement included in the packet for Council's 1/14/19 meeting was a *draft*. This new Resolution will be accompanied by the FINAL Regional Beltway Agreement including all exhibits.

Summaries of the changes found in the attached Beltway Agreement redline documents:

- a. Section 5: Clarification that dedication of the Beltway R/W, Tract A, and Tract B will occur on the face of the short plat rather than via quitclaim deed. City Staff and Ahtanum Gap agreed that this was a more streamlined approach to accomplishing the dedication.
- b. Section 9: Amendment to remove reference to the Conceptual Mitigation Plan approved by the Department of Ecology. The provision now simply states that mitigation will occur "in accordance with applicable law."
- c. Corrected references to Arlene Fisher's title as City Manager

**RECOMMENDATION:** Approve a resolution amending and restating Resolution 19-01, which authorized the City Manager to sign the Regional Beltway Agreement.

**LEGAL REVIEW:** The City Attorney has reviewed this resolution.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Final Regional Beltway Agreement w/ attachments
3. Redline Regional Beltway Agreement

**CITY OF UNION GAP, WASHINGTON  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** Amending and Restating Resolution 19-01, which authorized the City Manager to sign the Regional Beltway Agreement.

**WHEREAS**, On January 14, 2019, the City passed Resolution No. 19-01 which authorized the City Manager to sign the Regional Beltway Agreement;

**WHEREAS**, Resolution No. 19-01 included a draft Regional Beltway Agreement and not the Final negotiated version of the Agreement;

**WHEREAS**, this resolution acknowledges that the Regional Beltway Agreement included in the packet for Council's 1/14/19 meeting was a draft and this new Resolution is accompanied by the FINAL Regional Beltway Agreement with all exhibits and,

**WHEREAS**, final agreement amends the following;

- a. *Section 5*: Clarification that dedication of the Beltway R/W, Tract A, and Tract B will occur on the face of the short plat rather than via quitclaim deed. City Staff and Ahtanum Gap agreed that this was a more streamlined approach to accomplishing the dedication.
- b. *Section 9*: Amendment to remove reference to the Conceptual Mitigation Plan approved by the Department of Ecology. The provision now simply states that mitigation will occur "in accordance with applicable law."
- c. Corrected references to Arlene Fisher's title as City Manager.

**WHEREAS**, it is the desire of the City Council to enter into the final negotiated version of the Regional Beltway Agreement with attachments.

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

That the City Manager is authorized to sign this final negotiated version of the Regional Beltway Agreement between the City of Union Gap and Ahtanum Gap, LLC, known as the Regional Beltway Agreement.

PASSED this 28th day of January 2019.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

# REGIONAL BELTWAY AGREEMENT

EFFECTIVE DATE: \_\_\_\_\_, 2019

**PARTIES:**           **AHTANUM GAP, LLC,**  
                          a Washington limited liability company  
                          (referred to in this Agreement as "Ahtanum Gap")

**CITY OF UNION GAP,**  
                          a Washington municipal corporation  
                          (referred to in this Agreement as the "City")

**BACKGROUND.** On March 9, 2015, the City passed the below-described RBBA Ordinance for the purpose of funding part of the private funds needed to construct a portion of the below-described Regional Beltway. The portion of the Regional Beltway that runs south from Ahtanum Road and across Wide Hollow Creek to the now existing roundabout on West Rose Street has been constructed. The City intends to construct the remainder of the Regional Beltway in the next few years. Ahtanum Gap wishes to support the City's efforts to construct the remainder of the Regional Beltway and now enters into this Agreement for the purpose of (a) dedicating certain land needed for the construction of the remainder of the Regional Beltway and (b) prepaying funds under the RBBA Ordinance. In exchange for Ahtanum Gap's support and commitments under this Agreement, the City makes certain commitments to Ahtanum Gap in connection with certain land that lies within the Regional Beltway Benefit Area created under the RBBA Ordinance.

**AGREEMENT.** FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY HEREBY ACKNOWLEDGED, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

1.     **Definitions.** The following terms, when used in this Agreement, have the following meanings:
  - 1.1    "**AG BLA**" means the proposed short subdivision exemption boundary line adjustment as shown on attached Exhibit E for the purpose of merging Tract D and a portion of the to-be-vacated Existing North-South R/W into Lot 1 of the AG Short Plat property.
  - 1.2    "**AG Short Plat**" means the proposed Short Plat attached as Exhibit C for the subdivision of below-described Parcel 6.
  - 1.3    "**Beltway R/W**" means and refers to the Yakima County, Washington, real property depicted and labeled as the "**125' Public R/W**" on the AG Short Plat, which property will be used by the City for the location and construction of a portion of the Regional Beltway.
  - 1.4    "**Existing North-South R/W**" means and refers to the Yakima County, Washington, real property described and depicted as the "**Existing North-South R/W**" on the Right of Way Exhibit.
  - 1.5    "**Parcels 1-4**" means and refers to the Yakima County, Washington, property described as "**Parcel 1**," "**Parcel 2**," "**Parcel 3**," and "**Parcel 4**" on attached Exhibit B, which are commonly referred to as Yakima County Assessor Parcel Nos. 191206-33411, 191206-33412, 191206-33413, and 191206-33414 and are owned by Ahtanum Gap.

- 1.6 “**Parcels 5**” means and refers to the Yakima County, Washington, property described as “**Parcels 5**” on attached **Exhibit B**, which is commonly referred to as Yakima County Assessor Parcel No. 191206-33416 and is owned by Ahtanum Gap.
  - 1.7 “**Parcel 6**” means and refers to the Yakima County, Washington, property described as “**Parcel 6**” on attached **Exhibit B**, which is commonly referred to as Yakima County Assessor Parcel No. 191206-33403 and is owned by Ahtanum Gap.
  - 1.8 “**RBBA Ordinance**” means and refers to Ordinance No. 2871 for the City of Union Gap, Washington, a true and complete copy of which is attached as **Exhibit F**
  - 1.9 “**Regional Beltway**” means and refers the roadway the City intends to construct from Longfibre Road to Main Street as generally depicted in the drawing attached as **Exhibit A**.
  - 1.10 “**Replacement North-South R/W**” means and refers to the Yakima County, Washington, real property described and depicted as the “**Replacement North-South R/W**” on the Right of Way Exhibit.
  - 1.11 “**Right of Way Exhibit**” means and refers to the Right of Way Exhibit attached as **Exhibit D**, which depicts Tract C, Tract D, the Existing North-South R/W, and the Replacement North-South R/W.
  - 1.12 “**Tract A**” means and refers to the Yakima County, Washington, real property described and depicted as “**Tract “A”**” on the AG Short Plat.
  - 1.13 “**Tract B**” means and refers to the Yakima County, Washington, real property described and depicted as “**Tract “B”**” on the AG Short Plat
  - 1.14 “**Tract C**” means and refers to the Yakima County, Washington, real property described and depicted as “**Tract “C”**” on the Right of Way Exhibit.
  - 1.15 “**Tract D**” means and refers to the Yakima County, Washington, real property described and depicted as “**Tract “D”**” on the Right of Way Exhibit.
2. **Vacation of Existing North-South R/W.** The City has approved the vacation of the Existing North-South R/W in accordance with the documentation attached as **Exhibit G**. Within **fourteen (14) business days** following the full execution of this Agreement, the documentation attached as **Exhibit G** will be fully executed and recorded by the City with the Yakima County Auditor for the purpose of vacating the Existing North-South R/W as set forth therein such that the west half of the Existing North-South R/W will be merged into Tract C and Parcel 5 and the east half of the Existing North-South R/W will be merged into Parcel 6.
  3. **Replacement North-South R/W Dedication.** Within **fourteen (14) business days** following the full execution of this Agreement, (a) Ahtanum Gap will execute and deliver to the City the documentation attached as **Exhibit H** for the purpose of dedicating the Replacement North-South R/W to the City simultaneous with the recording of the Existing North-South R/W vacation documentation under Section 2 above and (b) the City will cause the documentation attached as **Exhibit H** to be recorded with the Yakima County Auditor.

4. **Recording of AG Short Plat.** The City has approved the AG Short Plat. Within *fourteen (14) business days* following the full execution of this Agreement, the mylar for the AG Short Plat will be recorded by the City with the Yakima County Auditor for the purpose of subdividing Parcel 6 as set forth in the AG Short Plat.
5. **Beltway R/W, Tract A, and Tract B Dedications.** The Beltway R/W, Tract A, and Tract B properties will be dedicated for public purposes on the face of the AG Short Plat, a copy of which is attached as **Exhibit I**, when the City records the AG Short Plat mylar under Section 4 of this Agreement.
6. **Recording of AG BLA.** The City has approved the AG BLA. Within *fourteen (14) business days* following the full execution of this Agreement, the required documentation for the AG BLA will be recorded by the City with the Yakima County Auditor for the purpose of completing the AG BLA.
7. **Regional Beltway Access Approaches.** The property included within the AG Short Plat will be allowed *two (2) commercial access approaches* to and from the Regional Beltway that will allow both right and left turns in and out of said property to and from the Regional Beltway. The access approaches will be *thirty (30) feet* in width and otherwise standard in nature for City commercial access approaches. The exact location of the access approaches to and from the Regional Beltway for the property included within the AG Short Plat will be determined and approved by the City and the owner(s) of the property on which the access approaches will be located at the time of said property's development; *provided, however*, it is believed the access approaches will likely be established in the locations generally depicted and labeled as the "Access Points" in the drawing attached as **Exhibit J**.
8. **Construction of the North-South Roadway.** The City, at the City's expense and with no additional cost to Ahtanum Gap or the owners of any of the Parcels 1-4, Parcel 5, Parcel 6, or vacated Existing North-South R/W property, will fund and construct the north/south connector road through the Replacement North-South R/W for the purpose of connecting the Regional Beltway with West Pine Street when and at the same time the portion of the Regional Beltway that runs through the Beltway R/W is constructed. The City will not allow access approaches along this section of new roadway.
9. **Wetlands.** There are a collection of purported wetlands located on the Parcel 6 property in the approximate locations depicted and labeled as "Wetland 1," "Wetland 2," and "Wetland 3" on the drawing attached as **Exhibit K**. When the portion of the Regional Beltway that runs through the Beltway R/W is constructed, the City, at the City's expense and with no additional cost to Ahtanum Gap or the owners of any of the Parcels 1-4, Parcel 5, Parcel 6, or vacated Existing North-South R/W property, will mitigate and move off site to property owned by the City, "Wetland 1", "Wetland 2," and "Wetland 3" as generally depicted on the drawing attached as **Exhibit K**, with said Wetlands to be relocated in accordance with applicable law.
10. **Beltway Fee Payment.** In light of Ahtanum Gap's agreement hereunder to dedicate the Beltway R/W, Tract A, Tract B, and Replacement North-South R/W property to the City and Ahtanum Gap's agreement hereunder to prepay the Regional Beltway fee authorized under the RBBA Ordinance that is assessed against the Parcels 1-4, Parcel 5, and Parcel 6 property, the City agrees to reduce and fix the fee assessed under the RBBA Ordinance against the Parcels 1-4, Parcel 5, and Parcel 6 property at *One Hundred Sixty-Four Thousand Four Hundred Forty-Four and No/100 U.S. Dollars (\$164,444.00)* (the "**RBBA Assessment**").

Ahtanum Gap will pay the full RBBA Assessment to the City within *three (3) business days* of the completion of the recording of the documentation for the vacation of the Existing North-South R/W, finalization of the AG Short Plat, and finalization of the AG BLA under Sections 2, 5, and 6 above. The RBBA Assessment, once paid by Ahtanum Gap to the City, will satisfy all assessments now and in the future due under the RBBA Ordinance and any and all existing and future amendments, modifications, and supplements thereof (including, without limitation, any new or additional ordinances or other laws or assessments passed in the future for the purpose of funding the construction of any portion of the Regional Beltway) for the property that comprises the Parcels 1-4, Parcel 5, Parcel 6, and vacated Existing North-South R/W property.

Subject to the terms of this Agreement, the property that comprises the Parcels 1-4, Parcel 5, Parcel 6, and vacated Existing North-South R/W property will be subject to City of Union Gap development requirements at the time of development.

11. **Representations and Warranties.**

11.1 ***Ahtanum Gap Authorization.*** Ahtanum Gap represents and warrants to the City that (a) Ahtanum Gap has full power and authority to enter into this Agreement; and (b) this Agreement, when executed and delivered by Ahtanum Gap's below-stated Manager, will constitute valid and legally binding obligations of Ahtanum Gap enforceable in accordance with their terms hereof.

11.2 ***City Authorization.*** The City represents and warrants to Ahtanum Gap that (a) the City has full power and authority to enter into this Agreement; and (b) this Agreement, when executed and delivered by the City's below-stated Mayor, will constitute valid and legally binding obligations of the City enforceable in accordance with their terms hereof.

12. **Binding Effect; Covenants Running with the Land.** The provisions of this Agreement are binding on the undersigned parties and their respective heirs, successors, and assigns and constitute covenants and benefits appurtenant to and running with Parcels 1-4, Parcel 5, and Parcel 6 property.

13. **Memorandum of Agreement.** The undersigned parties will not record this Agreement. However, within *fourteen (14) business days* following the full execution of this Agreement, the undersigned parties will execute the Memorandum of Agreement attached as **Exhibit L** and record said Memorandum with the Yakima County Auditor for the purpose of providing public notice of the existence of this Agreement.

14. **General Terms.**

14.1 ***Exhibits.*** There are no exhibits or other attachments to this Agreement except for the exhibits expressly referenced in this Agreement, each of which constitutes a part of this Agreement as if set forth in full herein.

14.2 ***Amendment.*** This Agreement may be amended only by the signed written agreement of each of the parties to this Agreement.

14.3 ***Binding Effect.*** All of the provisions of this Agreement will inure to the benefit of and be binding on the successors and assigns of each of the parties to this Agreement.

14.4 ***Time is of the Essence.*** Time is of the essence as to all terms of this Agreement.



- 14.5 **Independent Contractors.** The parties to this Agreement are and will remain contractors independent of each other with respect to the subject matter of this Agreement.
- 14.6 **Construction and Headings.** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or otherwise affect the interpretation or construction of any provision of this Agreement.
- 14.7 **Waivers.** Any party to this Agreement may waive any obligation under this Agreement of the other party to this Agreement, but only if the waiver is made in writing by the waiving party. However, no such waiver will constitute a further or continuing waiver of any preceding or succeeding default of the same or any other obligation under this Agreement.
- 14.8 **Cumulative Remedies.** No remedy made available under this Agreement or otherwise by law is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.
- 14.9 **Specific Performance/Injunctive Relief.** Each party's obligations under this Agreement are unique. If any party should default in its obligations under this Agreement, the parties acknowledge it would be extremely impracticable to measure the resulting damages. Accordingly, the nondefaulting party, in addition to any other rights or remedies available under this Agreement or otherwise by law, may sue in equity for specific performance and/or injunctive relief, and the parties each expressly waive the defense that a remedy in damages will be adequate.
- 14.10 **Governing Law; Venue.** This Agreement will be interpreted and construed under and governed by the state laws of the State of Washington and federal laws of the United States of America. The exclusive venue for any legal action concerning this Agreement will be the Yakima County Superior Court for the State of Washington and the undersigned parties hereby submit to the jurisdiction thereof.
- 14.11 **Attorneys' Fees and Costs.** If any party to this Agreement brings a legal action to interpret or enforce this Agreement, the substantially prevailing party in the action will be entitled to an award of the legal costs and reasonable attorneys' fees said party incurs in the action, whether in arbitration, at trial, on appeal, or in a bankruptcy proceeding.
- 14.12 **Further Assurances.** In addition to the instruments to be delivered as provided in this Agreement (if any), each party to this Agreement, from time to time at the request of the other party to this Agreement, will execute and deliver to the requesting party such other instruments, and will use commercially reasonable efforts to take such other action, as may be necessary or proper to more effectively carry out the intent and provisions of this Agreement.
- 14.13 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, that provision and the remainder of this Agreement will continue in effect and be enforceable to the fullest extent permitted by law. Furthermore, it is the intention of the parties to this Agreement that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which

would render the provision valid, then the provision will have the meaning that renders the provision valid.

- 14.14 ***Entire Agreement.*** This Agreement (including all recitals, background information, and defined terms) constitutes the entire understanding and agreement of the parties to this Agreement with respect to its subject matter. All prior agreements, understandings, or representations with respect to this Agreement's subject matter (if any) are hereby canceled in their entirety and are of no further force or effect. It is expressly acknowledged that there are no oral or other agreements which modify or affect this Agreement.
- 14.15 ***Counterparts and Copies.*** This Agreement may be executed in any number of identical counterparts, with each counterpart having the same effect as if all parties to this Agreement had signed the same document. All executed counterparts of this Agreement will be construed as and constitute one and the same instrument. A facsimile or electronic copy (*e.g.*, a PDF copy) of an executed counterpart of this Agreement will have the same effect as an original executed counterpart of this Agreement.
- 14.16 ***Warranty of Authority.*** Each of the individuals signing this Agreement on behalf of a party to this Agreement warrants and represents that such individual is duly authorized and empowered to enter into this Agreement and bind such party hereto.

*[Signatures and Acknowledgments on Following Pages]*

EXECUTED effective as of the Effective Date first written above.

**CITY OF UNION GAP**

By: \_\_\_\_\_  
Arlene Fisher, City Manager

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF YAKIMA     )

On \_\_\_\_\_, 20\_\_\_\_, **ARLENE FISHER** ("Signer"), who is personally known to me or proved by satisfactory evidence to be the Signer, personally appeared before me and acknowledged that Signer executed the above-stated **REGIONAL BELTWAY AGREEMENT** (the "Instrument") as Signer's free and voluntary act and deed for the uses and purposes stated in the Instrument and that Signer is authorized to execute the Instrument as the **CITY MANAGER** for the **CITY OF UNION GAP**, a Washington municipal corporation.

\_\_\_\_\_  
(print name)  
NOTARY PUBLIC in and for the state of Washington  
My appointment expires \_\_\_\_\_

EXECUTED effective as of the Effective Date first written above.

**AHTANUM GAP, LLC**

By: \_\_\_\_\_  
Clifford A. Plath, Manager

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF YAKIMA     )

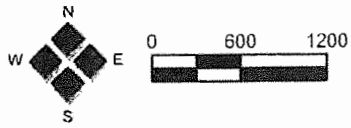
On \_\_\_\_\_, 20\_\_\_\_, **CLIFFORD A. PLATH** ("Signer"), who is personally known to me or proved by satisfactory evidence to be the Signer, personally appeared before me and acknowledged that Signer executed the above-stated **REGIONAL BELTWAY AGREEMENT** (the "Instrument") as Signer's free and voluntary act and deed for the uses and purposes stated in the Instrument and that Signer is authorized to execute the Instrument as the **MANAGER** for **AHTANUM GAP, LLC**, a Washington limited liability company.

\_\_\_\_\_  
(print name)  
NOTARY PUBLIC in and for the state of Washington  
My appointment expires \_\_\_\_\_

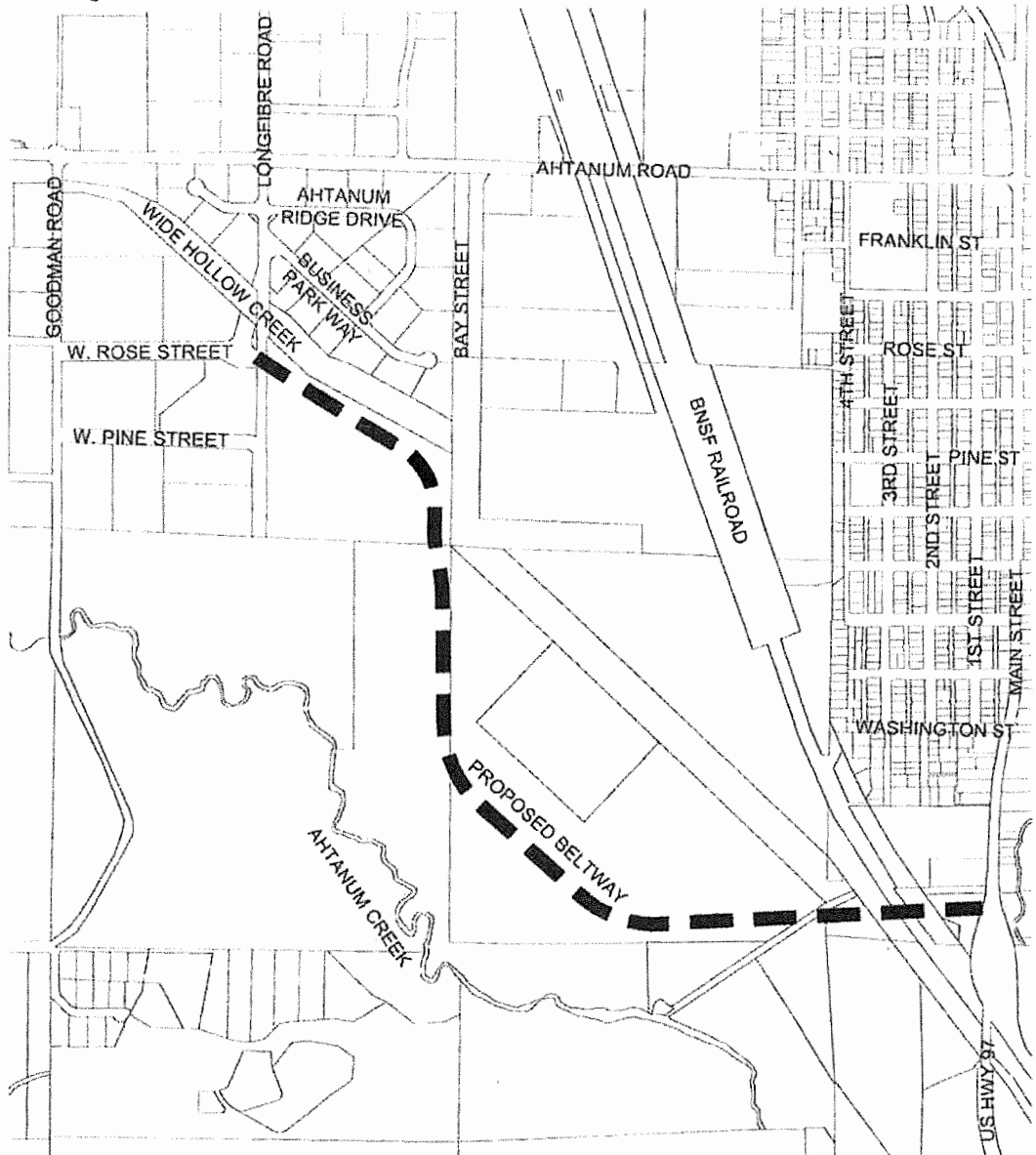
## EXHIBIT A

### Drawing of Anticipated Location of Regional Beltway

*[See Attached]*



# EXHIBIT A



P:PROJECTS/2018/18012/BELTWAY/PARCELS.DWG



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

## City of Union Gap Regional Beltway

Yakima County,  
State of Washington

## **EXHIBIT B**

### **Legal Description of Parcels 1-4, Parcel 5, and Parcel 6**

Parcel 1 (Yakima County Assessor Parcel No. 191206-33411):

Lot 1 of Short Plat recorded under Auditor's File No. 7857359, records of Yakima County, Washington.

Parcel 2 (Yakima County Assessor Parcel No. 191206-33412):

Lot 2 of Short Plat recorded under Auditor's File No. 7857359, records of Yakima County, Washington.

Parcel 3 (Yakima County Assessor Parcel No. 191206-33413):

Lot 3 of Short Plat recorded under Auditor's File No. 7857359, records of Yakima County, Washington.

Parcel 4 (Yakima County Assessor Parcel No. 191206-33414):

Lot 4 of Short Plat recorded under Auditor's File No. 7857359, records of Yakima County, Washington.

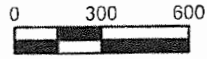
Parcel 5 (Yakima County Assessor Parcel No. 191206-33416):

Lot 2 of Short Plat recorded under Auditor's File No. 7914608, records of Yakima County, Washington.

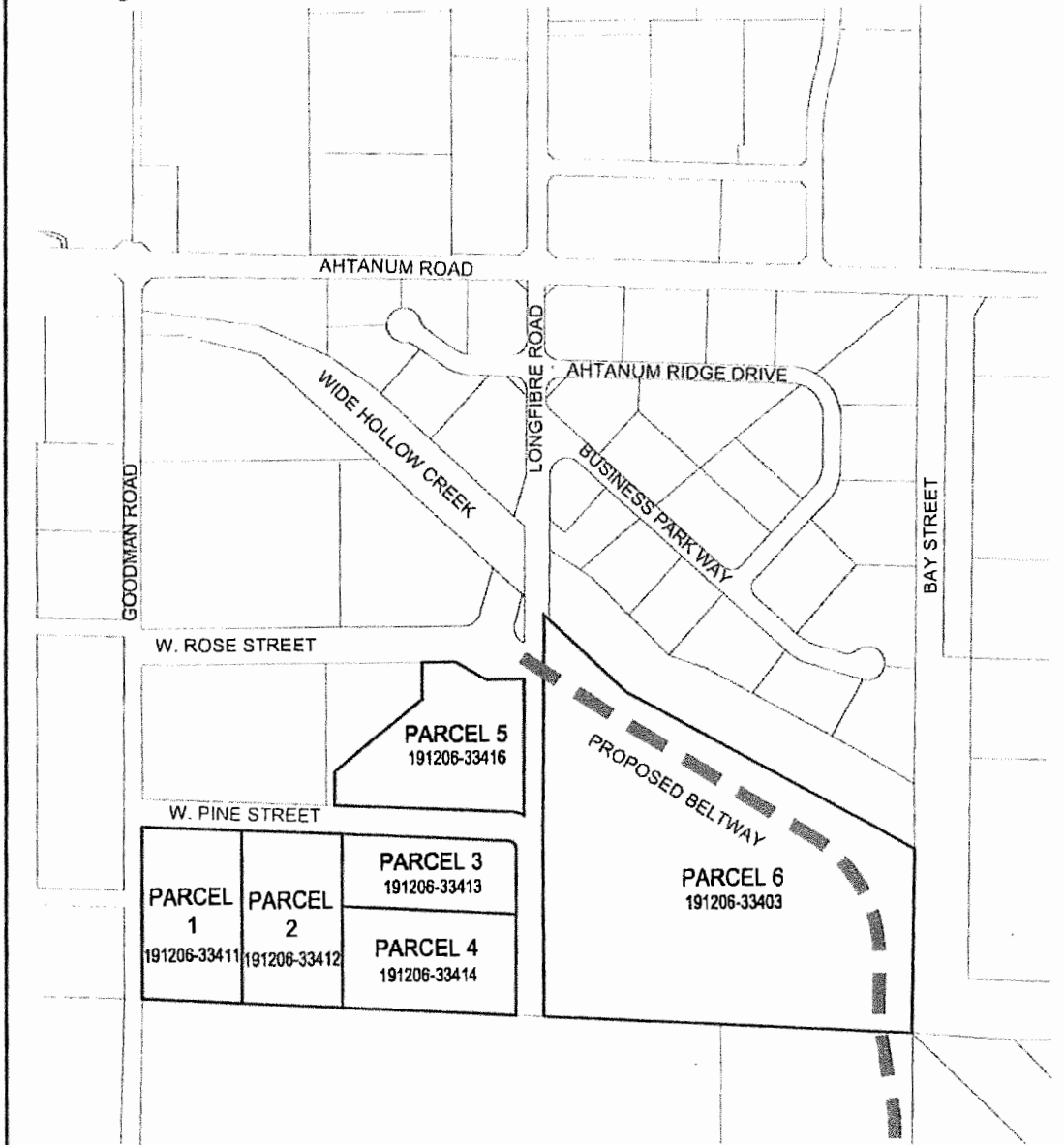
Parcel 6 (Yakima County Assessor Parcel No. 191206-33403):

Parcel F of Short Plat recorded under Auditor's File No. 7636224, records of Yakima County, Washington.

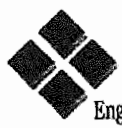
All situated in Yakima County, Washington.



# EXHIBIT B



P:\PROJECTS\2018\18012\BELTWAY\PARCELS.DWG



**HLA**  
 Engineering and Land Surveying, Inc.

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

## City of Union Gap Regional Beltway

Yakima County,  
 State of Washington



**EXHIBIT C**

**AG Short Plat**

*[See Attached]*



**EXHIBIT D**

**Right of Way Exhibit**

*[See Attached]*



**EXHIBIT E**

**AG BLA Documentation**

*[See Attached]*

# EXHIBIT E

LOT 1, S.P. 7914608  
5.41 ± ACRES

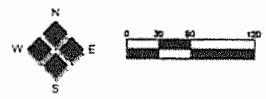
125' RIGHT OF WAY

TRACT A, S.P. 7914608  
4,003 ± SF  
TRACT C

WIDE HOLLOW CREEK

TRACT B  
AG SHORT PLAT

125' R/W  
125' R/W  
125' R/W



EASEMENTS FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION AUDITOR'S FILE NO. 1273552 AND 2250102. NO WIDTHS DESCRIBED. CONSULT PACIFIC POWER FOR SETBACK INFORMATION.

NEW AREA  
5.11 ± ACRES

60' RIGHT OF WAY

LOT 2, S.P. 7914608  
5.62 ± ACRES  
(AFTER R/W DEDICATION AND VACATION)

25' PUBLIC UTILITY PER S.P. 7335606

20' WIDE SEWER LINE EASEMENT PER AUD. FILE NO. 2536373

PINE STREET

100' R/W

TRACT D

NEW AREA  
7.63 ± ACRES

LOT 1  
AG SHORT PLAT  
7.12 ± ACRES  
(AFTER R/W VACATION)

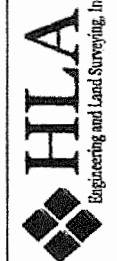
70' R/W DEDICATED TO THE CITY OF UNION GAP PER A.F.NO. 7637644

70' VACATED R/W

70' VACATED R/W

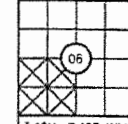
125' R/W DEDICATED TO THE CITY OF UNION GAP PER PROPOSED SHORT PLAT

2800 River Road  
Yakima, WA 98902  
309.946.7000  
Fax 309.943.3100  
www.hlaenv.com



LOT LINE ADJUSTMENT  
EXHIBIT  
for THE CITY OF UNION GAP  
CITY OF UNION GAP, YAKIMA COUNTY, WASHINGTON

DATE OF FIELD SURVEY:  
FIELD BOOK:  
JOB NO. 18012G  
FILE NAME: 18012G.dwg  
DRAWN BY: TDF  
DATE:  
REVIEWED BY: ETH  
DATE:



T 12N, R 19E, W.M.  
SHEET 1 of 1

**EXHIBIT F**

**RBBA Ordinance**

*[See Attached]*

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. 2871**

**AN ORDINANCE** creating Chapter 11.34 of the Union Gap Municipal Code, entitled "Regional Beltway Benefit Area"; establishing a Regional Beltway transportation benefit area and establishing fees; and establishing an effective date.

**WHEREAS**, the City Council wishes to adopt a new Chapter 11.34 entitled Regional Beltway Benefit Area, to establish the transportation improvement benefit area, and to establish fees for properties within the improvement benefit area;

**WHEREAS**, the City of Union Gap has designed and is in the process of constructing road improvements for the Phase 1 of the Regional Beltway consisting of the extension of Longfibre Road to the south across Wide Hollow Creek;

**WHEREAS**, the Regional Beltway - Phase 1 improvements will provide an additional crossing of Wide Hollow Creek which will increase traffic capacity to the benefit area allowing unrestricted development south of the Creek and better access to and from benefit area properties;

**WHEREAS**, the new Regional Beltway – Phase 1 road will service a benefit area of at least 333.29 acres (see Exhibit 1 attached to this ordinance) and will service a benefit area minus the flood plain area and future dedicated road right-of-way of at least 221.92 acres;

**WHEREAS**, the cost to construct the Regional Beltway – Phase 1 improvements will require public grant and loan funding of approximately \$1,820,000;

**WHEREAS**, the City has been awarded grant funding from the Yakima County Supporting Investment on Economic Diversity (SIED) program in the amount of \$500,000 which reduced the balance of City funding required to \$1,320,000;

**WHEREAS**, based on a required City funding amount of \$1,320,000, the fees for property owners within the benefit area will be assessed at \$5,000 per acre if total fees are paid by December 31, 2015 and \$6,000 per acre for fees paid after December 31, 2015.

**WHEREAS**, it is the intention of the City that fees be assessed against the property owners within the benefit area set forth in Exhibit 1. These fees are intended as a means for the City to recover its capital costs associated with the construction of the Regional Beltway – Phase 1 improvements identified in Exhibit 1;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON does hereby ordain as follows:**

**Section 1. Union Gap Municipal Code Chapter 11.34, entitled "Regional Beltway Benefit Area" created.**



A new Union Gap Municipal Code Chapter 11.34 is created as follows:

**11.34 Regional Beltway Benefit Area**

A Regional Beltway Benefit Area (Benefit Area) is hereby established for the purpose of assessing fees to recover the City's capital costs in constructing the Regional Beltway – Phase 1 improvements to and within the Benefit Area. The Benefit Area is that area indicated on the attached Exhibit 1.

**11.34.010 Fees for Properties within the Regional Beltway Benefit Area.**

Fees shall be assessed for Regional Beltway – Phase 1 improvements to and within the Benefit Area set forth and depicted in Exhibit 1. Fees shall be assessed to all property owners within the Benefit Area unless the property is located in the area not included within the Benefit Area as depicted in Exhibit 1. Said fees are assessed for the purpose of recovering capital costs associated with the construction of the Regional Beltway – Phase 1 improvements to and within the Benefit Area.

The amount of the assessed fees shall be as follows:

\$5,000 per acre for property within the Benefit Area  
(Exhibit 1) if payment of fees are paid in full by December 31,  
2015

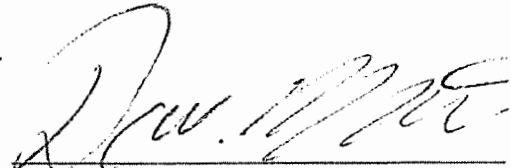
\$6,000 per acre for property within the Benefit Area  
(Exhibit 1) if fees are paid at any time after December 31,  
2015

Fees shall be assessed against all acres associated with each parcel being developed within the benefit area as depicted in Exhibit 1, and shall be paid in full prior to issuance of a development permit and before construction or development begins.

**Section 2. Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

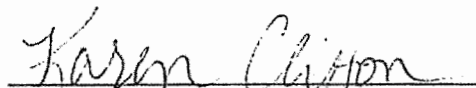
**Section 3. Effective Date.** This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

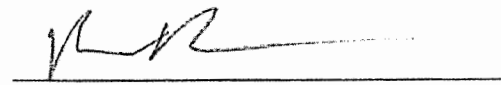
ORDAINED this 9th day of March 2015.

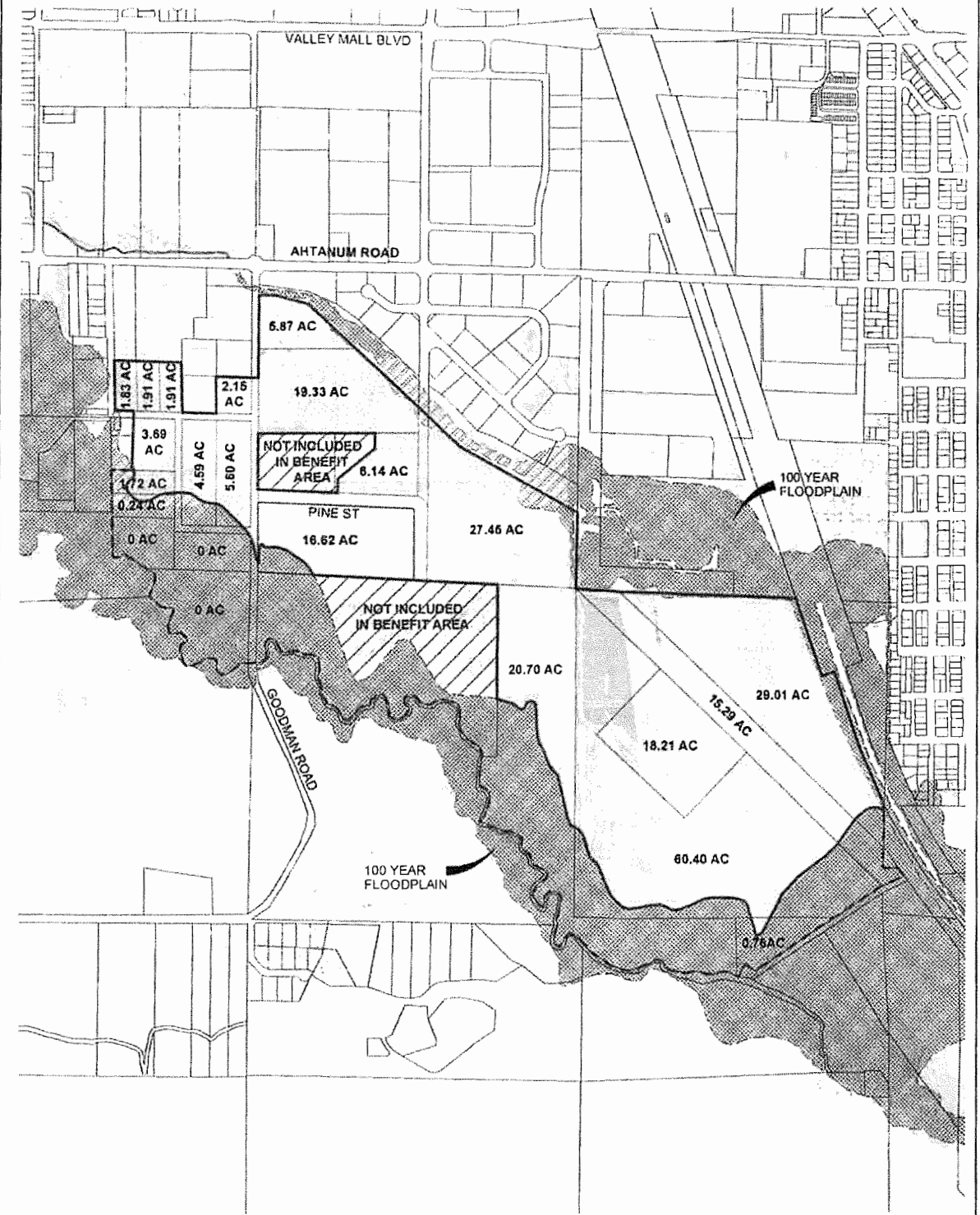
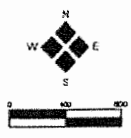
  
\_\_\_\_\_  
Dave Matson, Deputy Mayor

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Karen Clifton, City Clerk

  
\_\_\_\_\_  
Bronson Brown, City Attorney



TOTAL BENEFIT AREA  
243.42 ACRES

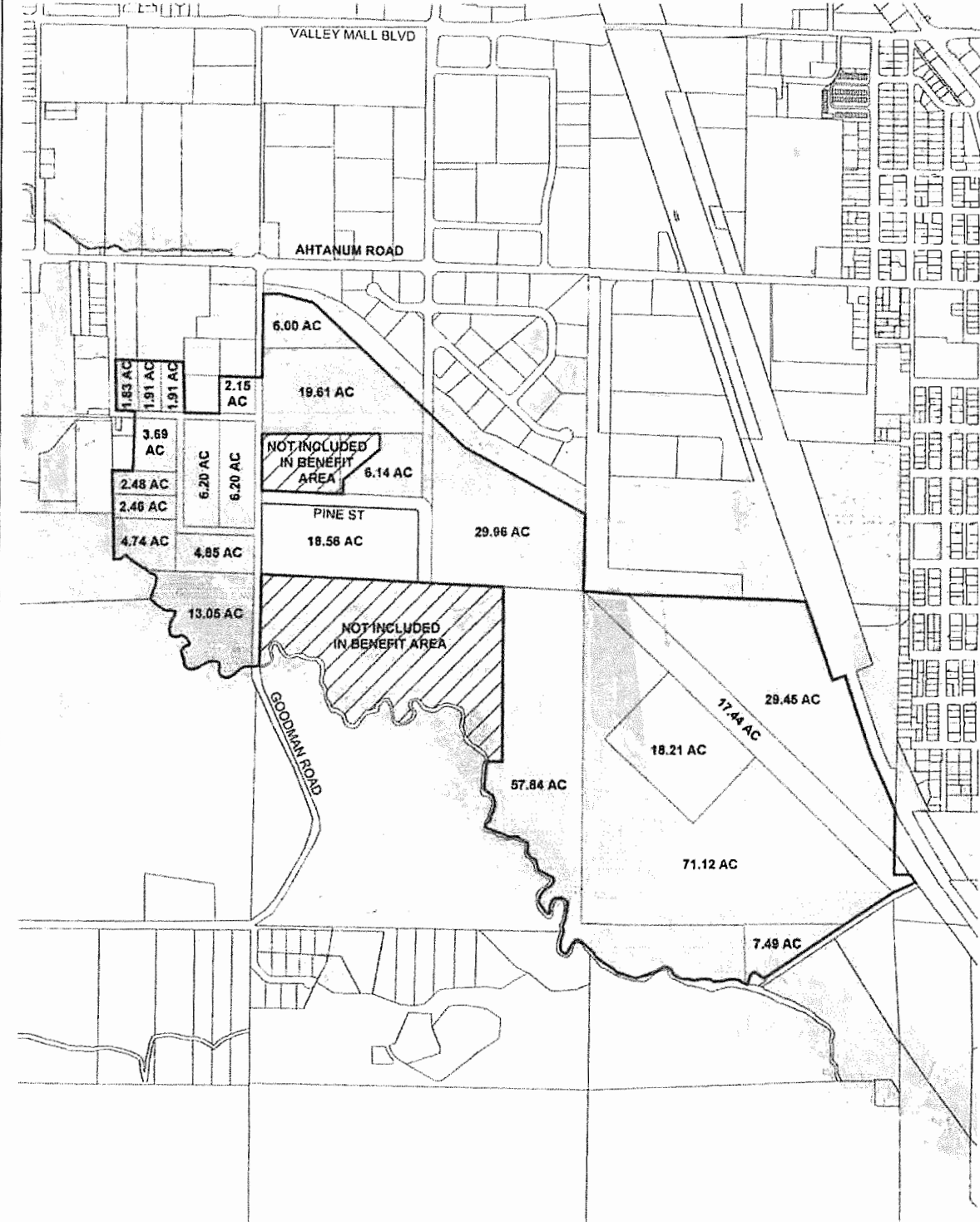
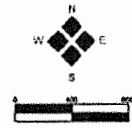
**HLA**  
Huibregtse, Loaman Associates, Inc.  
Civil Engineering • Land Surveying • Planning

601 North 39th Avenue  
Yakima, WA 98902  
509-966-7000  
Fax 509-965-3800  
www.hlacl.com

JOB NUMBER: 13082	DATE: 02-26-14
FILE NAME: DRAWING:	13082.dwg
DESIGNED BY:	GWS
CHECKED BY:	AJA

**CITY OF UNION GAP**  
REGIONAL BELTWAY CONNECTOR  
PHASE 1  
BENEFIT AREA EXHIBIT A

SHEET  
1  
OF  
1



TOTAL BENEFIT AREA W/O FLOODPLAIN  
333.29 ACRES

**HLA**  
Huibregtse, Louman Associates, Inc.  
Civil Engineering • Land Surveying • Planning

801 North 39th Avenue  
Yakima, WA 98902  
509.966.2010  
FAX 509.955.9810  
www.hlacivil.com

JOB NUMBER: 13060 DATE: 02-26-14  
FILE NAME: DRAWING: 13060.dwg  
DESIGNED BY: GWS  
CHECKED BY: AJM

CITY OF UNION GAP  
REGIONAL BELTWAY CONNECTOR  
PHASE 1

BENEFIT AREA EXHIBIT B

SHEET  
1  
OF  
1

## **EXHIBIT G**

### **Existing North-South R/W Vacation Documentation**

*[See Attached]*

*CITY OF UNION GAP, WASHINGTON*  
*ORDINANCE NO. \_\_\_\_\_*

AN ORDINANCE repealing Ordinance 2960 and replacing it with this Ordinance which is Vacating a portion of Lightning Way, a public right-of-way in the City of Union Gap, Washington

**WHEREAS**, the City of Union Gap, pursuant to RCW 35.79.010, passed Resolution 18-65, which initiated the procedure for vacating a portion of the City of Union Gap right-of-way located on the real property described on Exhibit "A," and as depicted on "Exhibit B" (the "*Vacated Right-of-Way*"), both of which Exhibits are attached hereto and incorporated herein, and

**WHEREAS**, a public hearing was held pursuant to timely legal notice, which was provided by the Union Gap City Council, and the matter of vacating the Vacated Right-of-Way was considered by the Union Gap City Council on January 14, 2019, and

**WHEREAS**, the City Council of the City of Union Gap, Washington, has considered all matters presented at the public hearing on the proposed vacation and does hereby find that the vacation of the Vacated Right-of-Way is appropriate and that the transfer of property at issue in this matter is in best interest of the public.

**WHEREAS**, this Ordinance replaces Ordinance 2960 which Council approved on January 14<sup>th</sup>, 2019, and

**WHEREAS**, a draft version of the Ordinance was inadvertently included in the Council packet on January 14<sup>th</sup>. This draft which was passed as Ordinance 2960 had some errors contained in it that requires correction and thus this Ordinance corrects those errors, and

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

Section 1. The Vacated Right-of-Way located on the real property described on the attached Exhibit "A" and depicted on attached Exhibit "B" is hereby vacated.

Section 2. As a condition to the passage of this ordinance, the property owner of Yakima County Assessor's tax parcel No. 191206-33416 shall convey the real property described on attached Exhibit "C" and depicted on attached Exhibit "B" for purposes of public right-of-way dedication (the "*Replacement Right-of-Way*"). This ordinance shall not be effective and recorded until the deed conveying the Replacement Right-of-Way has been recorded with the Yakima County Auditor.

Section 3. Nothing contained in this Ordinance serves to vacate that certain public utility easement lying along the west 25 feet of the Vacated Right-of-Way, as shown on Exhibit "B," and as appears on the face of the Short Plat recorded under Yakima County Auditor's File No. 7335606 for the construction, repair and maintenance of public utilities and services.

Section 4. Ordinance 2960 is hereby repealed and replaced in its entirety with this Ordinance.

Section 5. This ordinance shall be in full force and effect five (5) days after passage, as required by law, or five (5) days after the condition in section 2 is complete, whichever event occurs later. If the condition of vacation as stated in Section 2 is not completed within 120 days of the effective date of this Ordinance, this Ordinance shall be null and void.

Section 6. A certified copy of this ordinance shall be recorded by the Union Gap City Clerk with the Yakima County Auditor within ten (10) days of its effective date.

ORDAINED this \_\_\_\_ day of January, 2019.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

## EXHIBIT A

### **Legal Description of Vacated Right-of-Way**

#### **Vacated ROW1 (10,191+/-SF)**

That portion of right of way dedicated to the City of Union Gap under Auditor's File Number 7637644, records of Yakima County, Washington, being a strip of land 70.00 feet in width and described as follows:

Beginning at the most Southerly corner of Tract 'A' of that Short Plat recorded under Auditor's File Number 7914608, records of Yakima County, Washington;  
Thence North 0°22'45" East along the Easterly line of said Tract 'A' 166.06 feet to the Southerly line of Tract 'B' of AHTANUM RIDGE BUSINESS PARK according to the official plat thereof recorded under Auditor's File Number 7299807;  
Thence South 46°46'00" East along said Southerly line 95.49 feet to a point that is 70.00 feet East of the East line of said Tract 'A' as measured perpendicular thereto;  
Thence South 0°22'45" West 125.48 feet to a point on a curve concave to the Southwest and the center of said curve bearing South 20°56'37" West 1268.50 feet;  
Thence Northwesterly along said curve consuming a central angle of 3°02'47" an arc length of 67.45 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 60.00 feet;  
Thence Northwesterly along said curve consuming a central angle of 6°23'12" an arc length of 6.69 feet to the Point of Beginning;

Situate in Yakima County, Washington.

#### **Vacated ROW2 (17,932+/-SF)**

That portion of right of way dedicated to the City of Union Gap under Auditor's File Number 7637644, records of Yakima County, Washington, being a strip of land 70.00 feet in width and described as follows:

Commencing at the Southeast corner of Lot 2 of that Short Plat recorded under Auditor's File Number 7914608, records of Yakima County, Washington;  
Thence North 0°22'45" East along the Easterly line of said Lot 2 261.47 feet to the Point of Beginning;  
Thence continuing North 0°22'45" East along said East line 217.94 feet to a point on a curve concave to the Southwest, the center of said curve bearing South 19°33'13" West 1143.50 feet;  
Thence Southeasterly along said curve consuming a central angle of 3°45'32" an arc length of 75.02 feet to a point that is 70.00 feet East of the East line of said Lot 2 as measured perpendicular thereto;  
Thence South 0°22'45" West 356.26 feet to a point on a curve concave to the Southwest, the center of said curve bearing North 89°37'15" West 230.00 feet;  
Thence Northwesterly along said curve consuming a central angle of 45°00'00" an arc length of 180.64 feet;  
Thence North 44°37'15" West 3.73 feet to the Point of Beginning;

Situate in Yakima County, Washington.



**EXHIBIT B**

**Depiction of Vacated Right-of-Way and Replacement Right-of-Way**

*[See Attached]*



## EXHIBIT C

### Legal Description of Replacement Right-of-Way

#### ROW1 (18,679+/-SF)

That portion of Lot 2 of that Short Plat recorded under Auditor's File Number 7914608, records of Yakima County, Washington, described as follows:

Commencing at the Southeast corner of said Lot 2;

Thence North  $0^{\circ}22'45''$  East along the Easterly line of said Lot 2 153.64 feet to the Point of Beginning;

Thence continuing North  $0^{\circ}22'45''$  East along said East line 107.82 feet;

Thence North  $44^{\circ}37'15''$  West 46.59 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 170.00 feet;

Thence Northwesterly along said curve consuming a central angle of  $45^{\circ}00'00''$  an arc length of 133.52 feet;

Thence North  $0^{\circ}22'45''$  East 50.69 feet;

Thence North  $31^{\circ}02'53''$  East 19.45 feet to the Northerly line of said Lot 2;

Thence North  $90^{\circ}00'00''$  West along said Northerly line 62.18 feet to an angle point in said line;

Thence North  $59^{\circ}49'34''$  West along said Northerly line 24.30 feet;

Thence South  $14^{\circ}51'19''$  East 50.79 feet;

Thence South  $0^{\circ}22'45''$  West 30.08 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 230.00 feet;

Thence Southeasterly along said curve consuming a central angle of  $45^{\circ}00'00''$  an arc length of 180.64 feet;

Thence South  $44^{\circ}37'15''$  East 50.32 feet to the point of curvature of a curve concave to the Southwest, said curve having a radius of 170.00 feet;

Thence Southeasterly along said curve consuming a central angle of  $25^{\circ}15'00''$  an arc length of 74.92 feet to the Point of Beginning;

Situate in Yakima County, State of Washington.

## **EXHIBIT H**

### **Replacement North-South R/W Dedication Documentation**

*[See Attached]*

RETURN TO:

CITY OF UNION GAP

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## QUITCLAIM DEED

**Grantor(s):** (1) AHTANUM GAP, LLC

**Grantee(s):** (1) CITY OF UNION GAP, WASHINGTON

**Abbreviated Legal Description:** Ptn. Lot 2 SP 7914608 Complete legal description is on Exhibit A of this document.

**Assessor's Tax Parcel ID No(s):** *Portion of 191206-33416*

*GRANTOR*, AHTANUM GAP, LLC, a Washington limited liability company, for no consideration and for the sole purpose of dedication of a public right-of-way, conveys and quitclaims to *GRANTEE*, CITY OF UNION GAP, a Washington municipal corporation, all of Grantor's right, title, and interest in the real estate described on attached Exhibit A, which is situated in the county of Yakima, state of Washington, together with all of Grantor's after-acquired title therein.

Grantor expressly limits the covenants of this Quitclaim Deed to those expressed herein, if any, and expressly excludes all covenants arising or that arise by statutory or any other implication.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

**GRANTOR:**

AHTANUM GAP, LLC

By: \_\_\_\_\_  
Clifford A. Plath, Manager

Acknowledgement:  
CITY OF UNION GAP, WASHINGTON

By: \_\_\_\_\_  
Its: \_\_\_\_\_



## EXHIBIT A

### Legal Description

That portion of Lot 2 of that Short Plat recorded under Auditor's File Number 7914608, records of Yakima County, Washington, described as follows:

Commencing at the Southeast corner of said Lot 2;  
Thence North  $0^{\circ}22'45''$  East along the Easterly line of said Lot 2 153.64 feet to the Point of Beginning;  
Thence continuing North  $0^{\circ}22'45''$  East along said East line 107.82 feet;  
Thence North  $44^{\circ}37'15''$  West 46.59 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 170.00 feet;  
Thence Northwesterly along said curve consuming a central angle of  $45^{\circ}00'00''$  an arc length of 133.52 feet;  
Thence North  $0^{\circ}22'45''$  East 50.69 feet;  
Thence North  $31^{\circ}02'53''$  East 19.45 feet to the Northerly line of said Lot 2;  
Thence North  $90^{\circ}00'00''$  West along said Northerly line 62.18 feet to an angle point in said line;  
Thence North  $59^{\circ}49'34''$  West along said Northerly line 24.30 feet;  
Thence South  $14^{\circ}51'19''$  East 50.79 feet;  
Thence South  $0^{\circ}22'45''$  West 30.08 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 230.00 feet;  
Thence Southeasterly along said curve consuming a central angle of  $45^{\circ}00'00''$  an arc length of 180.64 feet;  
Thence South  $44^{\circ}37'15''$  East 50.32 feet to the point of curvature of a curve concave to the Southwest, said curve having a radius of 170.00 feet;  
Thence Southeasterly along said curve consuming a central angle of  $25^{\circ}15'00''$  an arc length of 74.92 feet to the Point of Beginning;

Situated in Yakima County, Washington.



REAL ESTATE EXCISE TAX AFFIDAVIT

This form is your receipt when stamped by cashier

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale, indicate % sold. List percentage of ownership acquired next to each name.

Form sections 1-3: Seller/Grantor (AHTANUM GAP, LLC) and Buyer/Grantee (CITY OF UNION GAP) information, including addresses, phone numbers, and property tax correspondence details.

Section 4: Street address of property (Unassigned, Union Gap, WA 98903) and legal description of property.

Section 5: Select Land Use Code(s) (99 - Other undeveloped land) and tax exemption questions.

Section 6: Questions regarding forest land, current use, and special valuation.

Section 7: (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) and (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY).

Section 7: (3) OWNER(S) SIGNATURE and PRINT NAME fields.

Section 7: List all personal property included in selling price and tax calculation table (Gross Selling Price, Exemption Claimed, etc.).

Section 8: I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. Signature and date fields for Grantor and Grantee.

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).



## EXHIBIT A

### Legal Description

That portion of Lot 2 of that Short Plat recorded under Auditor's File Number 7914608, records of Yakima County, Washington, described as follows:

Commencing at the Southeast corner of said Lot 2;  
Thence North 0°22'45" East along the Easterly line of said Lot 2 153.64 feet to the Point of Beginning;  
Thence continuing North 0°22'45" East along said East line 107.82 feet;  
Thence North 44°37'15" West 46.59 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 170.00 feet;  
Thence Northwesterly along said curve consuming a central angle of 45°00'00" an arc length of 133.52 feet;  
Thence North 0°22'45" East 50.69 feet;  
Thence North 31°02'53" East 19.45 feet to the Northerly line of said Lot 2;  
Thence North 90°00'00" West along said Northerly line 62.18 feet to an angle point in said line;  
Thence North 59°49'34" West along said Northerly line 24.30 feet;  
Thence South 14°51'19" East 50.79 feet;  
Thence South 0°22'45" West 30.08 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 230.00 feet;  
Thence Southeasterly along said curve consuming a central angle of 45°00'00" an arc length of 180.64 feet;  
Thence South 44°37'15" East 50.32 feet to the point of curvature of a curve concave to the Southwest, said curve having a radius of 170.00 feet;  
Thence Southeasterly along said curve consuming a central angle of 25°15'00" an arc length of 74.92 feet to the Point of Beginning;

Situated in Yakima County, Washington.

## **EXHIBIT I**

### **Depiction of Beltway R/W, Tract A, and Tract B Dedication on Short Plat**

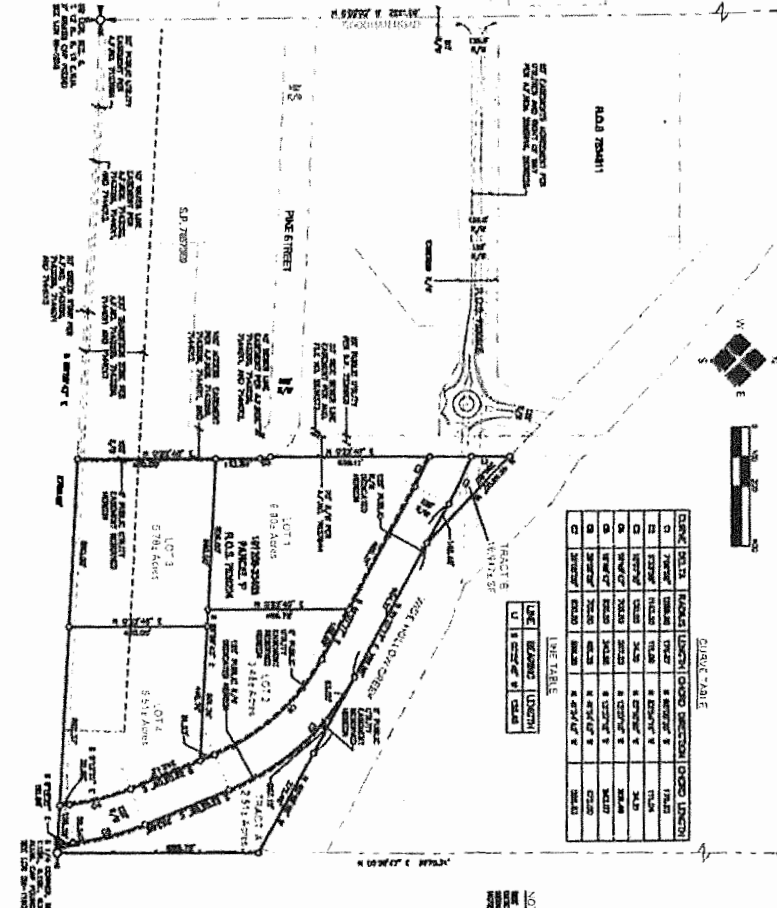
*[See Attached]*

# EXHIBIT I

DATE: 11/15/11  
 BY: [Signature]  
 TITLE: [Title]

PARCEL TABLE

TRACT	SECTION	TOWNSHIP	RANGE	COUNTY	STATE
1	1	12N	2E	YAKIMA	WA
2	1	12N	2E	YAKIMA	WA
3	1	12N	2E	YAKIMA	WA
4	1	12N	2E	YAKIMA	WA
5	1	12N	2E	YAKIMA	WA
6	1	12N	2E	YAKIMA	WA
7	1	12N	2E	YAKIMA	WA
8	1	12N	2E	YAKIMA	WA
9	1	12N	2E	YAKIMA	WA
10	1	12N	2E	YAKIMA	WA
11	1	12N	2E	YAKIMA	WA
12	1	12N	2E	YAKIMA	WA
13	1	12N	2E	YAKIMA	WA
14	1	12N	2E	YAKIMA	WA
15	1	12N	2E	YAKIMA	WA
16	1	12N	2E	YAKIMA	WA
17	1	12N	2E	YAKIMA	WA
18	1	12N	2E	YAKIMA	WA
19	1	12N	2E	YAKIMA	WA
20	1	12N	2E	YAKIMA	WA



**AHTANUM GAP, LLC**  
 AHTANUM GAP, LLC  
 191206-33403  
 YAKIMA COUNTY, WASHINGTON

**YAKIMA COUNTY TREASURER'S CERTIFICATE**  
 I HEREBY CERTIFY THAT ALL NECESSARY RECORDS AND PROCEEDINGS IN CONNECTION WITH THE FOREGOING CERTIFICATE HAVE BEEN FILED IN THE OFFICE OF THE COUNTY CLERK, YAKIMA COUNTY, WASHINGTON, AND THAT THE SAME ARE CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**CITY OF UNION GAP TREASURER'S CERTIFICATE**  
 I HEREBY CERTIFY THAT ALL NECESSARY RECORDS AND PROCEEDINGS IN CONNECTION WITH THE FOREGOING CERTIFICATE HAVE BEEN FILED IN THE OFFICE OF THE CITY CLERK, CITY OF UNION GAP, WASHINGTON, AND THAT THE SAME ARE CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**SURVEYOR'S CERTIFICATE**  
 I, THE SURVEYOR, HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF WASHINGTON AND THAT I HAVE PERSONALLY CONDUCTED THE SURVEY AND THAT THE SAME IS CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



PARCEL NOS. 191206-33403

## SHORT PLAT for, AHTANUM GAP, LLC

CITY OF UNION GAP, YAKIMA COUNTY, WASHINGTON



2803 River Road  
 Yakima, WA 98902  
 509.966.7000  
 Fax 509.965.1800  
 www.blacivi.com

SHEET 1 OF 2

## EXHIBIT J

### Drawing of Approximate Location of the Regional Beltway Access Approaches

*[See Attached]*



## **EXHIBIT K**

### **Drawing of Approximate Location of the Wetlands**

*[See Attached]*



**EXHIBIT L**

**Memorandum of Agreement**

*[See Attached]*



**RETURN TO:**

**STOKES LAWRENCE  
VELIKANJE, MOORE & SHORE**  
Attention: Dustin E. Yeager  
120 N. Naches Avenue  
Yakima, Washington 98901-2757

## MEMORANDUM OF AGREEMENT

**Reference No(s). of related documents:**

**Grantor(s):** (1) CITY OF UNION GAP

**Grantee(s):** (1) AHTANUM GAP, LLC

**Abbreviated Legal Description:** Lots 1-4 SP 7857359; Lot 2 SP 7914608; Parcel F SP 7636224  
**Complete legal description is on Exhibit A of this document.**

**Assessor's Tax Parcel ID No(s):** 191206-33411; 191206-33412; 191206-33413; 191206-33414; 191206-33416; 191206-33403

This Memorandum of Agreement is made by and between **AHTANUM GAP, LLC**, a Washington limited liability company ("Ahtanum Gap"), and the **CITY OF UNION GAP**, a Washington municipal corporation (the "City").

### RECITALS

- A. The Yakima County, Washington, real property described on attached Exhibit A is referred to in this Memorandum as the "Subject Property."
- B. Effective \_\_\_\_\_, 2019, Ahtanum Gap and the City (collectively the "Parties") entered into a Regional Beltway Agreement (the "Agreement") under which the City, among other things, for the benefit of the Subject Property agreed to (1) permit certain commercial access approaches to certain portions of the Subject Property, (2) construct a connector road, (3) mitigate and relocate certain wetlands in accordance with the terms of the Agreement, and (4) not assess certain additional assessments against the Subject Property in connection with the City's planned construction of the Regional Beltway described therein.
- C. The Parties desire to execute and record this Memorandum for the purpose of providing constructive notice of the Agreement to all third parties.

## MEMORANDUM

Public notice is hereby given of the existence of the Agreement. The provisions of this Agreement are binding on the undersigned parties and their respective heirs, successors, and assigns and constitute covenants and benefits appurtenant to and running with the Subject Property. Accordingly, all successors-in-interest to the Subject Property will take the Subject Property subject to and together with the rights and obligations set forth in the Agreement.

This Memorandum is intended to only give public notice of the Agreement and in no way amends or otherwise alters the intent or effect of any of the Agreement's terms.

*[Signatures and Acknowledgments on Following Pages]*





## EXHIBIT A

### Legal Description of the Subject Property

Yakima County Assessor Parcel No. 191206-33411:

Lot 1 of Short Plat recorded under Auditor's File No. 7857359, records of Yakima County, Washington.

Yakima County Assessor Parcel No. 191206-33412:

Lot 2 of Short Plat recorded under Auditor's File No. 7857359, records of Yakima County, Washington.

Yakima County Assessor Parcel No. 191206-33413:

Lot 3 of Short Plat recorded under Auditor's File No. 7857359, records of Yakima County, Washington.

Yakima County Assessor Parcel No. 191206-33414:

Lot 4 of Short Plat recorded under Auditor's File No. 7857359, records of Yakima County, Washington.

Yakima County Assessor Parcel No. 191206-33416:

Lot 2 of Short Plat recorded under Auditor's File No. 7914608, records of Yakima County, Washington.

Yakima County Assessor Parcel No. 191206-33403:

Parcel F of Short Plat recorded under Auditor's File No. 7636224, records of Yakima County, Washington.

All situated in Yakima County, Washington.

# REGIONAL BELTWAY AGREEMENT

EFFECTIVE DATE: \_\_\_\_\_, 2019

**PARTIES:**           **AHTANUM GAP, LLC,**  
a Washington limited liability company  
(referred to in this Agreement as "Ahtanum Gap")

**CITY OF UNION GAP,**  
a Washington municipal corporation  
(referred to in this Agreement as the "City")

**BACKGROUND.** On March 9, 2015, the City passed the below-described RBBA Ordinance for the purpose of funding part of the private funds needed to construct a portion of the below-described Regional Beltway. The portion of the Regional Beltway that runs south from Ahtanum Road and across Wide Hollow Creek to the now existing roundabout on West Rose Street has been constructed. The City intends to construct the remainder of the Regional Beltway in the next few years. Ahtanum Gap wishes to support the City's efforts to construct the remainder of the Regional Beltway and now enters into this Agreement for the purpose of (a) dedicating certain land needed for the construction of the remainder of the Regional Beltway and (b) prepaying funds under the RBBA Ordinance. In exchange for Ahtanum Gap's support and commitments under this Agreement, the City makes certain commitments to Ahtanum Gap in connection with certain land that lies within the Regional Beltway Benefit Area created under the RBBA Ordinance.

**AGREEMENT.** FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY HEREBY ACKNOWLEDGED, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

1.     **Definitions.** The following terms, when used in this Agreement, have the following meanings:
  - 1.1     "**AG BLA**" means the proposed short subdivision exemption boundary line adjustment as shown on attached Exhibit E for the purpose of merging Tract D and a portion of the to-be-vacated Existing North-South R/W into Lot 1 of the AG Short Plat property.
  - 1.2     "**AG Short Plat**" means the proposed Short Plat attached as Exhibit C for the subdivision of below-described Parcel 6.
  - 1.3     "**Beltway R/W**" means and refers to the Yakima County, Washington, real property depicted and labeled as the "**125' Public R/W**" on the AG Short Plat, which property will be used by the City for the location and construction of a portion of the Regional Beltway.
  - 1.4     "**Existing North-South R/W**" means and refers to the Yakima County, Washington, real property described and depicted as the "**Existing North-South R/W**" on the Right of Way Exhibit.
  - 1.5     "**Parcels 1-4**" means and refers to the Yakima County, Washington, property described as "**Parcel 1,**" "**Parcel 2,**" "**Parcel 3,**" and "**Parcel 4**" on attached Exhibit B, which are commonly referred to as Yakima County Assessor Parcel Nos. 191206-33411, 191206-33412, 191206-33413, and 191206-33414 and are owned by Ahtanum Gap.

- 1.6 “**Parcels 5**” means and refers to the Yakima County, Washington, property described as “**Parcels 5**” on attached **Exhibit B**, which is commonly referred to as Yakima County Assessor Parcel No. 191206-33416 and is owned by Ahtanum Gap.
- 1.7 “**Parcel 6**” means and refers to the Yakima County, Washington, property described as “**Parcel 6**” on attached **Exhibit B**, which is commonly referred to as Yakima County Assessor Parcel No. 191206-33403 and is owned by Ahtanum Gap.
- 1.8 “**RBBA Ordinance**” means and refers to Ordinance No. 2871 for the City of Union Gap, Washington, a true and complete copy of which is attached as **Exhibit F**
- 1.9 “**Regional Beltway**” means and refers the roadway the City intends to construct from Longfibre Road to Main Street as generally depicted in the drawing attached as **Exhibit A**.
- 1.10 “**Replacement North-South R/W**” means and refers to the Yakima County, Washington, real property described and depicted as the “**Replacement North-South R/W**” on the Right of Way Exhibit.
- 1.11 “**Right of Way Exhibit**” means and refers to the Right of Way Exhibit attached as **Exhibit D**, which depicts Tract C, Tract D, the Existing North-South R/W, and the Replacement North-South R/W.
- 1.12 “**Tract A**” means and refers to the Yakima County, Washington, real property described and depicted as “**Tract “A”**” on the AG Short Plat.
- 1.13 “**Tract B**” means and refers to the Yakima County, Washington, real property described and depicted as “**Tract “B”**” on the AG Short Plat
- 1.14 “**Tract C**” means and refers to the Yakima County, Washington, real property described and depicted as “**Tract “C”**” on the Right of Way Exhibit.
- 1.15 “**Tract D**” means and refers to the Yakima County, Washington, real property described and depicted as “**Tract “D”**” on the Right of Way Exhibit.
2. **Vacation of Existing North-South R/W.** The City has approved the vacation of the Existing North-South R/W in accordance with the documentation attached as **Exhibit G**. Within **fourteen (14) business days** following the full execution of this Agreement, the documentation attached as **Exhibit G** will be fully executed and recorded by the City with the Yakima County Auditor for the purpose of vacating the Existing North-South R/W as set forth therein such that the west half of the Existing North-South R/W will be merged into Tract C and Parcel 5 and the east half of the Existing North-South R/W will be merged into Parcel 6.
3. **Replacement North-South R/W Dedication.** Within **fourteen (14) business days** following the full execution of this Agreement, (a) Ahtanum Gap will execute and deliver to the City the documentation attached as **Exhibit H** for the purpose of dedicating the Replacement North-South R/W to the City simultaneous with the recording of the Existing North-South R/W vacation documentation under Section 2 above and (b) the City will cause the documentation attached as **Exhibit H** to be recorded with the Yakima County Auditor.
4. **Recording of AG Short Plat.** The City has approved the AG Short Plat. Within **fourteen (14) business days** following the full execution of this Agreement, the mylar for the AG Short Plat will

be recorded by the City with the Yakima County Auditor for the purpose of subdividing Parcel 6 as set forth in the AG Short Plat.

5. **Beltway R/W, Tract A, and Tract B Dedications.** ~~Within *fourteen (14) business days* following the full execution of this Agreement, (a) Ahtanum Gap will execute and deliver the documentation attached as *Exhibit I* for the purpose of dedicating the~~ The Beltway R/W, Tract A, and Tract B properties to the City simultaneous with the recording of ~~will be dedicated for public purposes on the face of the AG Short Plat, a copy of which is attached as *Exhibit I*, when the City records the AG Short Plat mylar under Section 4 above and (b) the City will cause the documentation attached as *Exhibit I* to be recorded with the Yakima County Auditor of this Agreement.~~ will be dedicated for public purposes on the face of the AG Short Plat, a copy of which is attached as *Exhibit I*, when the City records the AG Short Plat mylar under Section 4 above and (b) the City will cause the documentation attached as *Exhibit I* to be recorded with the Yakima County Auditor of this Agreement.
6. **Recording of AG BLA.** The City has approved the AG BLA. Within *fourteen (14) business days* following the full execution of this Agreement, the required documentation for the AG BLA will be recorded by the City with the Yakima County Auditor for the purpose of completing the AG BLA.
7. **Regional Beltway Access Approaches.** The property included within the AG Shot Plat will be allowed *two (2) commercial access approaches* to and from the Regional Beltway that will allow both right and left turns in and out of said property to and from the Regional Beltway. The access approaches will be *thirty (30) feet* in width and otherwise standard in nature for City commercial access approaches. The exact location of the access approaches to and from the Regional Beltway for the property included within the AG Short Plat will be determined and approved by the City and the owner(s) of the property on which the access approaches will be located at the time of said property's development; *provided, however*, it is believed the access approaches will likely be established in the locations generally depicted and labeled as the "*Access Points*" in the drawing attached as **Exhibit J**.
8. **Construction of the North-South Roadway.** The City, at the City's expense and with no additional cost to Ahtanum Gap or the owners of any of the Parcels 1-4, Parcel 5, Parcel 6, or vacated Existing North-South R/W property, will fund and construct the north/south connector road through the Replacement North-South R/W for the purpose of connecting the Regional Beltway with West Pine Street when and at the same time the portion of the Regional Beltway that runs through the Beltway R/W is constructed. The City will not allow access approaches along this section of new roadway.
9. **Wetlands.** There are a collection of purported wetlands located on the Parcel 6 property in the approximate locations depicted and labeled as "*Wetland 1*," "*Wetland 2*," and "*Wetland 3*" on the drawing attached as **Exhibit K**. When the portion of the Regional Beltway that runs through the Beltway R/W is constructed, the City, at the City's expense and with no additional cost to Ahtanum Gap or the owners of any of the Parcels 1-4, Parcel 5, Parcel 6, or vacated Existing North-South R/W property, will mitigate and move off site to property owned by the City, "*Wetland 1*," "*Wetland 2*," and "*Wetland 3*" as generally depicted on the drawing attached as **Exhibit K**, with said Wetlands to be relocated ~~consistent with the conceptual mitigation plan as approved by the State of Washington Department of Ecology, dated January 20, 2016, in accordance with applicable law.~~
10. **Beltway Fee Payment.** In light of Ahtanum Gap's agreement hereunder to dedicate the Beltway R/W, Tract A, Tract B, and Replacement North-South R/W property to the City and Ahtanum Gap's agreement hereunder to prepay the Regional Beltway fee authorized under the RBBA Ordinance that is assessed against the Parcels 1-4, Parcel 5, and Parcel 6 property, the City agrees to reduce and fix the fee assessed under the RBBA Ordinance against the Parcels 1-4, Parcel 5, and



Parcel 6 property at *One Hundred Sixty-Four Thousand Four Hundred Forty-Four and No/100 U.S. Dollars (\$164,444.00)* (the "RBBA Assessment").

Ahtanum Gap will pay the full RBBA Assessment to the City within *three (3) business days* of the completion of the recording of the documentation for the vacation of the Existing North-South R/W, finalization of the AG Short Plat, and finalization of the AG BLA under Sections 2, 5, and 6 above. The RBBA Assessment, once paid by Ahtanum Gap to the City, will satisfy all assessments now and in the future due under the RBBA Ordinance and any and all existing and future amendments, modifications, and supplements thereof (including, without limitation, any new or additional ordinances or other laws or assessments passed in the future for the purpose of funding the construction of any portion of the Regional Beltway) for the property that comprises the Parcels 1-4, Parcel 5, Parcel 6, and vacated Existing North-South R/W property.

Subject to the terms of this Agreement, the property that comprises the Parcels 1-4, Parcel 5, Parcel 6, and vacated Existing North-South R/W property will be subject to City of Union Gap development requirements at the time of development.

11. **Representations and Warranties.**

11.1 ***Ahtanum Gap Authorization.*** Ahtanum Gap represents and warrants to the City that (a) Ahtanum Gap has full power and authority to enter into this Agreement; and (b) this Agreement, when executed and delivered by Ahtanum Gap's below-stated Manager, will constitute valid and legally binding obligations of Ahtanum Gap enforceable in accordance with their terms hereof.

11.2 ***City Authorization.*** The City represents and warrants to Ahtanum Gap that (a) the City has full power and authority to enter into this Agreement; and (b) this Agreement, when executed and delivered by the City's below-stated Mayor, will constitute valid and legally binding obligations of the City enforceable in accordance with their terms hereof.

12. **Binding Effect; Covenants Running with the Land.** The provisions of this Agreement are binding on the undersigned parties and their respective heirs, successors, and assigns and constitute covenants and benefits appurtenant to and running with Parcels 1-4, Parcel 5, and Parcel 6 property.

13. **Memorandum of Agreement.** The undersigned parties will not record this Agreement. However, within *fourteen (14) business days* following the full execution of this Agreement, the undersigned parties will execute the Memorandum of Agreement attached as **Exhibit I** and record said Memorandum with the Yakima County Auditor for the purpose of providing public notice of the existence of this Agreement.

14. **General Terms.**

14.1 ***Exhibits.*** There are no exhibits or other attachments to this Agreement except for the exhibits expressly referenced in this Agreement, each of which constitutes a part of this Agreement as if set forth in full herein.

14.2 ***Amendment.*** This Agreement may be amended only by the signed written agreement of each of the parties to this Agreement.

14.3 ***Binding Effect.*** All of the provisions of this Agreement will inure to the benefit of and be binding on the successors and assigns of each of the parties to this Agreement.

- 14.4 ***Time is of the Essence.*** Time is of the essence as to all terms of this Agreement.
- 14.5 ***Independent Contractors.*** The parties to this Agreement are and will remain contractors independent of each other with respect to the subject matter of this Agreement.
- 14.6 ***Construction and Headings.*** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or otherwise affect the interpretation or construction of any provision of this Agreement.
- 14.7 ***Waivers.*** Any party to this Agreement may waive any obligation under this Agreement of the other party to this Agreement, but only if the waiver is made in writing by the waiving party. However, no such waiver will constitute a further or continuing waiver of any preceding or succeeding default of the same or any other obligation under this Agreement.
- 14.8 ***Cumulative Remedies.*** No remedy made available under this Agreement or otherwise by law is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.
- 14.9 ***Specific Performance/Injunctive Relief.*** Each party's obligations under this Agreement are unique. If any party should default in its obligations under this Agreement, the parties acknowledge it would be extremely impracticable to measure the resulting damages. Accordingly, the nondefaulting party, in addition to any other rights or remedies available under this Agreement or otherwise by law, may sue in equity for specific performance and/or injunctive relief, and the parties each expressly waive the defense that a remedy in damages will be adequate.
- 14.10 ***Governing Law; Venue.*** This Agreement will be interpreted and construed under and governed by the state laws of the State of Washington and federal laws of the United States of America. The exclusive venue for any legal action concerning this Agreement will be the Yakima County Superior Court for the State of Washington and the undersigned parties hereby submit to the jurisdiction thereof.
- 14.11 ***Attorneys' Fees and Costs.*** If any party to this Agreement brings a legal action to interpret or enforce this Agreement, the substantially prevailing party in the action will be entitled to an award of the legal costs and reasonable attorneys' fees said party incurs in the action, whether in arbitration, at trial, on appeal, or in a bankruptcy proceeding.
- 14.12 ***Further Assurances.*** In addition to the instruments to be delivered as provided in this Agreement (if any), each party to this Agreement, from time to time at the request of the other party to this Agreement, will execute and deliver to the requesting party such other instruments, and will use commercially reasonable efforts to take such other action, as may be necessary or proper to more effectively carry out the intent and provisions of this Agreement.
- 14.13 ***Severability.*** If any provision of this Agreement is determined to be invalid or unenforceable, that provision and the remainder of this Agreement will continue in effect and be enforceable to the fullest extent permitted by law. Furthermore, it is the intention of the parties to this Agreement that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would

render the provision valid, then the provision will have the meaning that renders the provision valid.

- 14.14 ***Entire Agreement.*** This Agreement (including all recitals, background information, and defined terms) constitutes the entire understanding and agreement of the parties to this Agreement with respect to its subject matter. All prior agreements, understandings, or representations with respect to this Agreement's subject matter (if any) are hereby canceled in their entirety and are of no further force or effect. It is expressly acknowledged that there are no oral or other agreements which modify or affect this Agreement.
- 14.15 ***Counterparts and Copies.*** This Agreement may be executed in any number of identical counterparts, with each counterpart having the same effect as if all parties to this Agreement had signed the same document. All executed counterparts of this Agreement will be construed as and constitute one and the same instrument. A facsimile or electronic copy (e.g., a PDF copy) of an executed counterpart of this Agreement will have the same effect as an original executed counterpart of this Agreement.
- 14.16 ***Warranty of Authority.*** Each of the individuals signing this Agreement on behalf of a party to this Agreement warrants and represents that such individual is duly authorized and empowered to enter into this Agreement and bind such party hereto.

*[Signatures and Acknowledgments on Following Pages]*

EXECUTED effective as of the Effective Date first written above.

**CITY OF UNION GAP**

By: \_\_\_\_\_  
Arlene Fisher, ~~Mayor~~ City Manager

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF YAKIMA        )

On \_\_\_\_\_, 20\_\_\_\_, **ARLENE FISHER** ("Signer"), who is personally known to me or proved by satisfactory evidence to be the Signer, personally appeared before me and acknowledged that Signer executed the above-stated **REGIONAL BELTWAY AGREEMENT** (the "Instrument") as Signer's free and voluntary act and deed for the uses and purposes stated in the Instrument and that Signer is authorized to execute the Instrument as the ~~MAYOR~~ CITY MANAGER for the **CITY OF UNION GAP**, a Washington municipal corporation.

\_\_\_\_\_  
(*print name*)  
NOTARY PUBLIC in and for the state of Washington  
My appointment expires \_\_\_\_\_



## **EXHIBIT A**

### **Drawing of Anticipated Location of Regional Beltway**

*[See Attached]*

## **EXHIBIT B**

### **Legal Description of Parcels 1-4, Parcel 5, and Parcel 6**

Parcel 1 (Yakima County Assessor Parcel No. 191206-33411):

Lot 1 of Short Plat recorded under Auditor's File No. 7857359, records of Yakima County, Washington.

Parcel 2 (Yakima County Assessor Parcel No. 191206-33412):

Lot 2 of Short Plat recorded under Auditor's File No. 7857359, records of Yakima County, Washington.

Parcel 3 (Yakima County Assessor Parcel No. 191206-33413):

Lot 3 of Short Plat recorded under Auditor's File No. 7857359, records of Yakima County, Washington.

Parcel 4 (Yakima County Assessor Parcel No. 191206-33414):

Lot 4 of Short Plat recorded under Auditor's File No. 7857359, records of Yakima County, Washington.

Parcel 5 (Yakima County Assessor Parcel No. 191206-33416):

Lot 2 of Short Plat recorded under Auditor's File No. 7914608, records of Yakima County, Washington.

Parcel 6 (Yakima County Assessor Parcel No. 191206-33403):

Parcel F of Short Plat recorded under Auditor's File No. 7636224, records of Yakima County, Washington.

All situated in Yakima County, Washington.

**EXHIBIT C**

**AG Short Plat**

*[See Attached]*



**EXHIBIT D**

**Right of Way Exhibit**

*[See Attached]*

**EXHIBIT E**

**AG BLA Documentation**

*[See Attached]*

**EXHIBIT F**

**RBBA Ordinance**

*[See Attached]*

## **EXHIBIT G**

### **Existing North-South R/W Vacation Documentation**

*[See Attached]*

## **EXHIBIT H**

### **Replacement North-South R/W Dedication Documentation**

*[See Attached]*

## EXHIBIT I

Depiction of Beltway R/W, Tract A, and Tract B Dedication Documentation on Short Plat

*[See Attached]*

## **EXHIBIT J**

### **Drawing of Approximate Location of the Regional Beltway Access Approaches**

*[See Attached]*

## **EXHIBIT K**

### **Drawing of Approximate Location of the Wetlands**

*[See Attached]*



**EXHIBIT L**

**Memorandum of Agreement**

*[See Attached]*



## City Council Communication

**Meeting Date:** January 28, 2019  
**From:** David Dominguez; City Engineer  
**Topic/Issue:** Resolution - Intergovernmental Local Agreement – Stormwater Compliance

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**SYNOPSIS:** In 2007, Yakima County and the Cities of Selah, Sunnyside and Union Gap formed an ad hoc regional group, the Regional Storm Water Group (RSWG), to provide the best value and service for their citizens concerning the development of a regional stormwater plan to satisfy the State of Washington's eastern Washington Phase II Municipal Stormwater General Permit.

The County and Cities have had a strong and effective partnership under the existing ILA and it is encouraged that such partnership continues through the regional stormwater approach for public benefit.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager and the Director of Public Works & Community Development, to sign an Intergovernmental Local Agreement with Yakima County and participating cities for developing and implementing a Stormwater Management Plan.

**LEGAL REVIEW:** The City Attorney has reviewed this resolution.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Intergovernmental Local Agreement

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** authorizing City Manager and Public Works & Community Development Director to sign and Intergovernmental Local Agreement with Yakima County and participating cities for developing and implementing a Stormwater Management Program;

**WHEREAS**, Yakima County and the participating cities, Selah, Sunnyside, and Union Gap are required to comply with the state of Washington's Eastern Washington Phase II Municipal Stormwater General Permit;

**WHEREAS**, the County and the participating cities have formed the Regional Stormwater Working Group (RSWG) which has provided direction to satisfy the Eastern Washington Phase II Municipal Stormwater General Permit;

**WHEREAS**, a regional approach to the stormwater management requirements is beneficial and will provide consistency among jurisdictions;

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

The City Manager and Public Works & Community Development Director are authorized to sign an Intergovernmental Agreement between Yakima County and the Cities of Selah, Sunnyside, and Union Gap to continue the Regional Stormwater Working Group for public benefit and for protection of the quality of surface waters and ground water of the state.

**PASSED** this 28<sup>th</sup> day of January 2019.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

INTERGOVERNMENTAL LOCAL AGREEMENT  
FOR STORMWATER PERMIT COMPLIANCE ACTIVITIES  
BETWEEN  
YAKIMA COUNTY  
AND  
THE CITIES OF  
SELAH, UNION GAP AND SUNNYSIDE

THIS AGREEMENT is made and entered into between Yakima County, a municipal corporation of the State of Washington, hereinafter referred to as “County”, and the Cities of Selah, Union Gap and Sunnyside, all being municipal corporations, hereinafter referred to as “Selah”, “Union Gap” and “Sunnyside” respectively, or “Cities” when it includes all, or “City” when it is either Selah, Union Gap or Sunnyside; and,

WHEREAS, the County and Cities have authority to operate and maintain storm and surface water management systems and many other services as provided for under their relevant laws; and,

WHEREAS, Yakima County and the Cities of Selah, Union Gap and Sunnyside are required to comply with the State of Washington’s Eastern Washington Phase II Municipal Stormwater General Permit, hereinafter referred to as the “Permit”; and,

WHEREAS, the County and Cities under the Permit have been encouraged to coordinate; and,

WHEREAS, the County and Cities acknowledge the benefits of a voluntary, ad hoc regional group, as allowed under the Permit; and,

WHEREAS, the County and Cities formed the Regional Stormwater Working Group (RSWG) in order to provide the best value and service for their citizens concerning the development of a regional stormwater plan to satisfy the Permit for their respective Municipal Separate Storm Sewer Systems (MS4s); and,

WHEREAS, the County and Cities under RCW Chapter 39.34, have the legal authority to enter into interlocal agreements for the sewerage and stormwater management programs within its boundaries consistent with relevant laws; and,

WHEREAS, under this interlocal agreement, the County and Cities agree to obtain and hold their own separate municipal stormwater permits and are responsible for performing all duties to comply with the standards of the Permit, as required by the Permit; and,

WHEREAS, the County and the Cities would like to continue the RSWG as outlined in this agreement for public benefit and for the protection of the quality of surface waters and ground waters of the state by managing the discharge of stormwater through their respective MS4s; and,

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties hereto, it is agreed as follows:

## Section 1. Definition of Terms

Wherever the following terms are used in this agreement they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. Area of Geographic Responsibility The Areas of Geographic Responsibility for the Cities and County are as described in Section S1. of the Permit. For the Cities, this means the entire incorporated area of the City as they exist at the time of execution of this ILA and as they may be amended during the existence of this Agreement. For the County, this means the urbanized areas and the unincorporated urban growth areas associated with permitted Cities within the urbanized areas that are under the jurisdictional control of the County. This geographic area of coverage also includes any urban growth areas that are contiguous to permitted urbanized areas that are under the jurisdictional control of the County.
- B. BMP means Best Management Practice and may include, but is not limited to, a schedule of activity, prohibition of practice, maintenance procedure, and structural and/or managerial practice that, when used singly or in combination, prevents or reduces the release of pollutants and other adverse impacts to receiving waters.
- C. Board or BOCC means the Board of Yakima County Commissioners, its governing body.
- D. Capital Improvement Project (CIP) is a constructed project facility such as a road improvement or stormwater control facility that is generally of a durable nature.
- E. Chief Executive Officer (CEO) means the designated City official responsible for managing the day-to-day business affairs of City. This is either the City Manager for Council-Manager or Mayor for Mayor-Council city government.
- F. Council means the City Council, governing body of a City.
- G. Ecology means the Washington State Department of Ecology.
- H. Monthly Service Charge means the monthly portion of the annual costs distributed between the Parties and paid to the County to perform tasks identified in this Agreement.
- I. Municipal Separate Storm Sewer System (MS4) means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) owned or operated by the Parties that is designed or used for collecting or conveying stormwater; which is not a combined sewer; and which is not part of a sanitary sewer.
- J. Operation and Maintenance (O&M) means the regular performance of work and corrective measures taken to repair facilities.
- K. Person means the State of Washington, any individual, public or private corporation, political subdivision, governmental agency, municipality, industry, co-partnership, association, firm, trust, estate or any other legal entity whatsoever.
- L. Party (ies) means the individual or collective members of this Interlocal Agreement: Yakima County, City of Selah, City of Union Gap, City of Sunnyside.
- M. Public Services Director means the designated County official responsible for managing the RSWG business affairs for Yakima County.

- N. Regional Stormwater Working Group (RSWG) is an organization formed consisting of representatives from the Parties whose main purpose is to review and make recommendations on regional stormwater policies required under the Permit, as well as to assist in dispute resolution between the Parties.
- O. Service Rate is a rate billed to residents and businesses within a Party's jurisdiction to support their stormwater program.
- P. Systems Development Charge is a rate billed to applicants within a Party's jurisdiction proposing construction or development activities to cover the cost of review and approval of the applicant's project to ensure compliance with the Permit.
- Q. Total Maximum Daily Load (TMDL) means a site-specific allocation of water-borne pollutants from all sources to a particular receiving water to comply with the State's surface water quality criteria.
- R. Underground Injection Control (UIC) means a well that is a manmade subsurface fluid distribution system designed to discharge fluids into the ground and consists of an assemblage of perforated pipes, drain tiles, or similar mechanisms, or a dug hole that is deeper than the largest surface dimension (WAC 173-21-030). UIC systems include drywells, pipe or French drains, drain fields, and other similar devices that are used to discharge stormwater directly into the ground.

## Section 2. Transfer of Responsibility

A. Purpose. The purpose for this Agreement is for the Cities and County to coordinate and collaborate on certain responsibilities of the Permit as specified in this document. The responsibilities of the Parties are defined in this Section, Section 3, Section 6 and in Section S3 of the Permit.

B. Limitations. The ownership and maintenance of facilities remains the responsibility of the Parties within their respective jurisdictions. The following stormwater program items for each Party, are not covered under this Agreement and are not included in the estimated program costs:

- Stormwater Equipment Funding
- CIP Funding
- Program Funding Mechanism
- Stormwater Program Reserve Funding
- UIC Program requirements of Chapter 173-218 WAC

## C. Division of Responsibilities

1. County will administer portions of this Agreement in Sections 3, 5.A.1, and 5.A.2 with the Cities maintaining specific functions, as defined in Section 2B and 3.
2. Each Party is responsible for funding the program activities to support the Permit within their respective jurisdiction, including those activities defined by this Agreement.
3. Each Party will provide those items and activities necessary to run their respective program and maintain compliance in accordance with the Permit schedule, including but not limited to annual reporting requirements, public education and outreach, mapping of the respective

stormwater systems, MS4 O&M, illicit discharge detection and elimination, and effectiveness assessment.

4. During the term of this Agreement, Parties will operate and maintain all stormwater facilities at the level specified in the Permit and in order to retain Permit compliance.

### Section 3. Representation with the EWSG

A. Participation in this agreement means that the Parties also acknowledge the existence and purpose of the Eastern Washington Stormwater Group (EWSG). The EWSG is an ad hoc, voluntary group of municipal stormwater permittees formed to share knowledge and collaborate in the implementation of the Permit in Eastern Washington and consult with Ecology on Eastern Washington needs and requirements. Since 2007, the County has taken the lead role in representing the RSWG members by attending regular EWSG meetings and disseminating information back and forth between the two groups.

B. Participation in this agreement means that the Parties agree that the County will continue in its lead role of representing the RSWG at the EWSG. Cities can choose to directly participate in the EWSG at any time by notifying the County and the Chair of the EWSG in writing and in advance of any regular meeting. , The County will withdraw representation of any City in any future EWSG meeting or vote upon written notification.

### Section 4. Additional Party Responsibilities

A. In order for the Parties to fulfill the requirements of the Permit, it is anticipated that the County will occasionally require access to the Cities' MS4 and vice versa. Cities will allow the County access at any reasonable time upon reasonable notice to facilitate permit compliance within the City and the City Area of Geographic Responsibility. Likewise, the County will allow the Cities access at any reasonable time upon reasonable notice to facilitate permit compliance.

B. The Parties will participate in the RSWG on a voluntary basis to coordinate the regional stormwater quality effort. The RSWG shall meet as desired by the Parties, to discuss status of permit compliance and address any issues related to compliance with the Permit or this interlocal agreement.

C. UIC Program. Where UICs are a part of the public MS4, the Parties will manage them and report their activities in accordance with the Underground Injection Control (UIC) program as described in Chapter 173-218 WAC.

D. Parties will perform operation and maintenance or CIP within their area of geographic responsibility when permit activities indicate a permit violation.

E. Parties may use existing and future equipment sharing agreements when possible to keep stormwater O&M costs down.

Section 5. Determination of Costs; Operating Procedures and Rules Relating to Expenses

A. Determination of Costs and Division of Expenses

1. Unless otherwise identified, the expenses incurred by the County to complete RSWG and ESWG tasks to fulfill this agreement will be distributed on the following percentage basis, as agreed to by the Parties and based on relative numbers of households in each community:
  - Yakima County - 51%
  - City of Selah - 13%
  - City of Union Gap - 14%
  - City of Sunnyside - 22%
2. Upon request, some tasks identified in this agreement will be billed on a case by case basis to a specific City or Cities, such as: construction plan review, post-construction plan review, illicit discharge investigation, and specific training events outside the scope of this agreement. These activities must be requested in writing by the City, acknowledged by the County, and will be billed at actual County wages with fringe benefits and overhead.
3. The distribution of costs will remain fixed for the duration of this agreement, per Section 5.A.1 above. In the event one or more of the Parties withdraws from this Agreement, the Parties shall update said Section.
4. The County will bill for its services monthly for actual wages and benefits expenditure basis plus overhead.
5. In the event a Party withdraws from or is for any reason removed from this Agreement, then that Party shall be financially responsible for the actual percentage of that Party's total annual costs that have been expended or obligated under the Agreement on that Party's behalf as of the date of withdrawal or removal. A Party's unpaid obligations or overpayments under this subsection shall be fully compensated to the appropriate Party within forty five (45) days of the withdrawal or removal. The County's financial records for this Agreement shall be relied upon for determinations required under this subsection.

B. Operating Procedures Relating to Expenses

1. The County shall establish separate accounting codes for the purpose of tracking all expenses and service charges pursuant to the Agreement.
2. The Parties may at any reasonable time upon reasonable notice inspect and audit the books and records of the County with respect to matters within the purview of the Agreement.
3. The Cities shall pay the monthly service charge to the County no later than the 15<sup>th</sup> day of each month.
4. Payments from Cities to the County overdue by sixty (60) days will be considered late.
5. Interest may accrue on late monthly payments to the County as specified in Section 5.B.4 of this Agreement at a rate of 1.25 times the monthly Local Government



Investment Pool (LGIP) earnings rate as posted for the previous month, and will be applied each month to the unpaid balance.

- C. The Cities and the County will be billed separately by Ecology for their perspective stormwater permit fees at the standard Ecology Stormwater Permit rate for that municipality or jurisdiction. Each Party will be responsible for the payment of their own Ecology Stormwater Permit fee according to the requirements stipulated in the Permit.

#### Section 6. Administrative and Operating Provisions

- A. Insurance. Each Party is responsible for securing and keeping in full force and effect for the term of this agreement, at its own expense, comprehensive general liability insurance; or if self-insuring shall maintain insurance sufficient to indemnify and defend the injured party against claims for personal injury or death and property damage arising out of the actions of the responsible party, its contractors, employees and agents determined to be responsible for the injury. The Parties shall be responsible only for losses attributable to the sole negligence or intentional conduct of their agency, its elected or appointed officers, officials, employees, agents, contractors or sub-contractors. Each party that performs activities pursuant to this agreement shall maintain worker's compensation insurance, as required by state and federal statute, for its employees engaged in work on the Premises. If such work is contracted, County shall require that all contractors provide worker's compensation insurance for all their employees engaged in work on the Premises. If any class of employees engaged in work on the Premises is not covered under workers' compensation insurance, the contracting party shall cause each contractor to maintain liability insurance for limits of at least \$2,000,000 for each incident, or \$5,000,000 per incident, for injuries caused by accident or negligence.
- B. Indemnification. The parties hereby indemnify and holds harmless each other and those with legal right to enter upon the premises and will defend against any and all demands, claims, suits, risks, liabilities and obligations of any nature and any and all costs or expenses of any nature including, but not limited to, all losses, damages, judgments and reasonable attorney's fees arising from injury to or death of any and all persons and/or all property damage of any kind, whether tangible or intangible, including loss of use, in connection with or related to the construction or excavation performed under this agreement, except only those losses resulting solely from the negligence or willful misconduct of the responsible party, its employees or tenants or guests and agents. Each party's obligation hereunder is without prejudice to the other's rights to assert all defenses they may have against any claimant and the right to seek contribution from any other person or entity which may be responsible for all or any portion of the alleged claim. The Party receiving notice of a claim shall notify each of the other parties to the agreement of any claim as to which that party has the obligation to indemnify the other parties under this Agreement and each Party shall, at its sole cost and expense, defend the other parties against such claim. The defending party's defense shall include, but not be limited to, appearing and defending against any lawsuit and paying any amounts required to be paid pursuant to any judgment or settlement. Each party hereby further indemnifies and holds the other parties and its agents and guests, tenants and visitors from and against any and all demands, claims, suits, risks, liabilities, and obligations of any nature and any and all costs or expenses of any nature, including but not limited to, all losses, damages, judgments and attorney's fees arising from any breach or default in the performance of any obligation to be performed by that party or any assignee of the responsible party under the terms of this Agreement. Notwithstanding the above, if a court determines that this Agreement is subject

to the terms of RCW 4.24.115, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of any of the parties and its agents and subcontractors, its commissioners, officers, employees or agents, that party's liability under this Paragraph shall be limited to the extent of the responsible party's negligence and that of its agents, employees, contractors, and assignees, including their proportional share of costs, reasonable attorney's fees, and expenses incurred in connection with any claim, action, or proceeding brought with respect to such injury or damage.

- C. Notice of Violation or Fine. All Parties acknowledge that they may receive notices of violations or fines from state or federal agencies for violations of state or federal rules imposed under the Permit. All Parties acknowledge that this agreement implies no shared responsibility for these violations and fines unless otherwise specifically noted by the state or federal agency. The County shall invite the responsible jurisdictions to participate in any discussions with state and federal agencies regarding notices of violation or fines involving jurisdictions actions or responsibility. All Parties acknowledge that they are singularly responsible for complying with all notices of violations and the payment of any fines involving their jurisdiction as a result of these notices or the failure to respond in a timely manner to the notices from a state or federal agencies. If more than one Party is responsible, each responsible City's responsibility for payment will be allocated based on the degree of responsibility and degree of fault of each responsible City. Disputes over the amount a Party is responsible for shall be resolved by the dispute resolution process set out in Section 7 of this Agreement. .
- D. Delegation. Nothing in this Agreement shall be construed as a limitation upon or delegation of the statutory and home rule powers of any City participating in this Agreement, nor as a delegation or limitation of the statutory powers of County. This Agreement shall not limit any right or remedy available to Cities or County against third parties arising from illegal acts of such third parties.

#### Section 7, Dispute Resolution; Remedies

- A. In the event of a dispute between the Parties regarding their respective rights and obligations pursuant to this Agreement, the disputing Parties shall first attempt to resolve the dispute by negotiation. If a dispute is not resolved by negotiation, the exclusive dispute resolution process to be utilized by the Parties shall be as follows:
1. Step 1. Upon failure of those individuals designated by each Party to negotiate on its behalf to reach an agreement or resolve a dispute, the nature of the dispute shall be put in writing and submitted to City's CEO and the County Public Services Director, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's CEO and the County Public Services Director, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representative. If not resolved in thirty (30) days, this issue may be taken to Step 2.
  2. Step 2. Upon failure of the City's CEO and the County Public Services Director to negotiate on its behalf to reach an agreement or resolve a dispute as provided in Step 1, the nature of the dispute shall be put in writing and submitted to the respective officials of the RSWG, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's CEO

and the County Public Services Director, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representatives. If not resolved in thirty (30) days, this issue may be taken to Step 3.

3. Step 3. In the event a dispute cannot be resolved at Step 2, the Parties shall submit the matter to mediation. The Parties shall attempt to agree on a mediator. In the event they cannot agree, the Parties shall request a list of five (5) mediators for the American Arbitration Association, or such other entity or firm providing mediation services to which the Parties may further agree. Unless the disputing Parties can mutually agree to one mediator from the list provided, each Party shall strike a name in turn, until only one name remains. The order of striking names shall be determined by lot. Any common costs of mediation shall be borne equally by the disputing Parties, who shall each bear their own costs thereof. If the issue is resolved at this step, a written determination of such resolution shall be signed by both Parties. Resolution of an issue at this step requires concurrence by both Parties.
3. Step 4. If any dispute is not settled in Step 3, either Party may request binding arbitration. The Parties shall agree, within ten (10) days of the completion of Step 3, on an arbitrator who shall be an attorney licensed to practice law in Washington (or a retired attorney) or a retired Washington judge, to resolve the dispute. If they are unable to agree on an arbitrator within ten (10) days, then each Party shall appoint an arbitrator. The two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of the choosing of the prior arbitrator, then either Party may apply to the presiding judge of the judicial district of Yakima County to appoint the required arbitrator. The arbitrator(s) shall proceed according to the Washington statutes governing arbitration, and the award of the arbitrator(s) shall have the effect therein provided. The arbitration shall take place in Yakima County. Costs of a single or any third arbitrator shall be shared equally by the Parties. Each Party shall pay their own arbitrator. The arbitrators may allow discovery, as provided by Washington law and may grant any remedy or relief which the arbitrator(s) deem just and equitable and within the scope of the agreement of the Parties, including, but not limited to, specific performance of any obligation created under the agreement, any interim or provisional relief that is necessary to protect the rights or property of the Parties, or imposition of sanctions for abuse or frustrations of the arbitration process.

B. Parties may mutually agree in writing to waive any of the above steps, or to enter into alternate processes or additional processes.

#### Section 8. Attorney Fees

In the event any Party shall institute arbitration as set forth in this Agreement (or any other dispute resolution proceeding) against any other Party to this Agreement, in any way arising out of, connected with or relating to this Agreement, the prevailing Party in that arbitration (or any other dispute resolution proceeding) shall be entitled to recover, in addition to all other appropriate relief, the prevailing Party's costs and reasonable attorney fees incurred in that arbitration (or any other dispute resolution proceeding), said amount to be set by the arbitrator (or courts) before which the matter is tried, heard or decided.

### Section 9. Modifications or Amendments

No amendment, change or modification to this Agreement shall be valid, unless in writing and adopted and signed by all the Parties hereto.

### Section 10. Final Agreement/Merger

This Agreement contains the final and entire agreement between the Parties and is entered into with the understanding that all prior discussions, representations and agreements are merged into this Intergovernmental Agreement.

### Section 11. Duration

This Agreement is effective until the permit expiration date of July 31, 2024. Amendment and/or extension of this ILA for the next Permit cycle shall occur no later than six (6) months before current permit expiration date, or January 31, 2024.

### Section 12. Termination

Parties may terminate their obligations under this Agreement for the reasons listed below. The Permit requires that permittees notify Ecology of any/all amendment or termination actions.

- A. If a Party materially defaults in the terms of this Agreement and such default continues for a period of more than thirty (30) days after written notice from the Public Services Director to the defaulting Party specifying the nature of the default. If the default cannot reasonably be cured within thirty (30) days, such default shall be a material breach if the breaching Party fails within thirty (30) days of written notice to commence and pursue curative action with reasonable diligence. One Party's termination by default does not constitute termination of the Agreement by the remaining Parties. This Agreement will be modified to define financial obligation of the remaining Parties.
- B. If the provisions of this Agreement become impracticable due to a change in the law or other changed circumstances, which did not exist at the time of the signing of this Agreement.
- C. Any Party may withdraw from the Agreement upon thirty (30) days written notice to the other Parties. Withdrawal of one Party does not constitute termination of the Agreement by the remaining Parties. In the event of a Party's withdrawal this Agreement will be modified to define the financial obligations of the remaining Parties.

### Section 13. Language; Headings

Where the context so requires the singular shall be deemed to include the plural, the plural the singular, and the masculine, feminine or neutral to mean the other. The paragraph captions shall not be used to construe or interpret this Agreement.

### Section 14. Drafting; Construction

Each Party intends that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by all Parties and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed for or against any Party.

### Section 15. Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability or any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

Section 16. Effective Date / Counterparts

This Agreement may be signed in counterparts, with each Party hereto receiving copies of all participating Party's fully executed signature pages. This Agreement shall become effective when executed by all Parties hereto.

IN WITNESS WHEREOF, this instrument has been executed in duplicate by authority of lawful actions by the Councils and Board of County Commissioners.

CITY OF SELAH

\_\_\_\_\_

Sherry Raymond, Mayor

Date: \_\_\_\_\_

Attest: Joe Henne

\_\_\_\_\_

Public Works Director

CITY OF UNION GAP

\_\_\_\_\_

Arlene Fisher, City Manager

Date \_\_\_\_\_

Attest: Dennis Henne

\_\_\_\_\_

Director of Public Works & Community  
Development

CITY OF SUNNYSIDE

\_\_\_\_\_

Martin Casey, City Manager

Date \_\_\_\_\_

Attest: Shane Fisher

\_\_\_\_\_

Public Works Director

BOARD OF YAKIMA COUNTY  
COMMISSIONERS

\_\_\_\_\_

Michael D. Leita, Chairman

\_\_\_\_\_

Ron Anderson, Commissioner

\_\_\_\_\_

Norm Childress, Commissioner

*Constituting the Board of County Commissioners for  
Yakima County, Washington*

Date: \_\_\_\_\_

Attest: Rachel Michael

\_\_\_\_\_

Clerk of the Board

Approved as to Form:

\_\_\_\_\_

Deputy Prosecuting Attorney



## City Council Communication

**Meeting Date:** January 28, 2019  
**From:** David Dominguez; City Engineer  
**Topic/Issue:** Resolution - Set Public Hearing - Updated Water System Plan

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**SYNOPSIS:** The City of Union Gap's Water System Plan must be updated at least every six (6) years and must be submitted to the Washington State Department of Health (DOH) for approval. Department of Health has completed their review and has comments that require modifications to the plan. A Public Hearing, to consider oral and written comments, for the Water System Plan is required, prior to the City amending and re-adopting the Plan.

**RECOMMENDATION:** Adopt a resolution to set a Public Hearing for February 11, 2019 at 6:00 p.m.

**LEGAL REVIEW:**

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** setting a public hearing to consider the updated Water System Plan;

**WHEREAS**, the City Council for the City of Union Gap is considering re-adoption of the updated Water System Plan;

**WHEREAS**, the City Council desires to set a public hearing to consider re-adopting the Water System Plan;

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

**Section 1.** That there shall be a public hearing to consider re-adopting the updated Water System Plan before the City Council of the City of Union Gap, Washington, at its regularly scheduled meeting to be held on the 11th day of February, 2019 at 6:00 pm.

The City Clerk is directed to take appropriate measures to ensure that notice of the Public Hearing is made.

**PASSED** this 28<sup>th</sup> day of January 2019.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney





## City Council Communication

**Meeting Date:** January 28, 2019  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Appointing YVCOG General Membership Members and Alternates

---

**SYNOPSIS:** Each year the City is required to appoint General Membership Members and Alternates for YVCOG.

**RECOMMENDATION:** Approve a resolution appointing General Membership Members and Alternates.

**LEGAL REVIEW:** The City Attorney has reviewed the resolution.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** For 2018 the General Membership Member was Julie Schilling, with Sandra Dailey and Mike Moore as Alternates.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. YVCOG General Membership Form

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** appointing \_\_\_\_\_ to serve on Yakima Valley Conference of Governments (YVCOG) as the City of Union Gap's voting representative elected official and appointing \_\_\_\_\_, to serve as an alternate, and \_\_\_\_\_ to serve as an alternate.

**WHEREAS**, Yakima Valley Conference of Governments is a group of business owners and non-profit organizations and a elected officials from upper Yakima Valley cities, Yakima County, and State government, whose focus is to encourage economic vitality for the upper Yakima County region through transportation system improvements;

**WHEREAS**, the City of Union Gap, can appoint one elected official to serve as a voting member on YVCOG and can appoint two alternates;

**WHEREAS**, Julie Schilling has been serving as the City of Union Gap's appointed delegate with Sandra Dailey and Mike Moore serving as alternates:

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

**Section 1.** The Council hereby appoints \_\_\_\_\_ to serve as the City of Union Gap's elected delegate for Yakima Valley Conference of Governments.

**Section 2.** The Council hereby appoints \_\_\_\_\_, and \_\_\_\_\_ to serve as alternates.

**PASSED** this 28<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
City Mayor

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

CITY OF UNION GAP  
2019 YVCOG GENERAL MEMBERSHIP MEMBERS AND ALTERNATES

Please list below the name, mailing address, phone number(s), and email address of the Members and Alternates appointed to represent your community in YVCOG's General Membership during 2019. Mail, email, or Fax this form to YVCOG *by January 4, 2019*:

Yakima Valley Conference of Governments  
311 North 4<sup>th</sup> Street, Suite 204  
Yakima, WA 98901  
FAX: 574-1551 – EMAIL: [jodi.smith@yvcog.org](mailto:jodi.smith@yvcog.org) or [tamara.hayward@yvcog.org](mailto:tamara.hayward@yvcog.org)

**VOTING REPRESENTATIVE (Must be an Elected Official):**

Name	Mailing Address
Phone (work and HOME)	City/Town                                  ZIP
Email Address	

**VOTING ALTERNATE (Elected or Appointed Official):**

Name	Mailing Address
Phone (work and HOME)	City/Town                                  ZIP
Email Address	

**PLANNING COMMISSION MEMBER:**

Name	Mailing Address
Phone (work and HOME)	City/Town                                  ZIP
Email Address	

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## City Council Communication



**Meeting Date:** January 28, 2019  
**From:** Arlene Fisher, City Manager  
**Topic/Issue:** Resolution – 2019 – 2021 Teamsters Local No. 760 – Office Clerical Bargaining Agreement

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**SYNOPSIS:** The 2019 – 2021 Teamsters Local No. 760 – Office Clerical Bargaining Agreement has been negotiated and is ready to be signed by the City Manager.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign the January 1, 2019 – December 31, 2021 Teamsters Local No. 760 – Office Clerical Bargaining Agreement.

**LEGAL REVIEW:** The City Attorney has reviewed the resolution.

**FINANCIAL REVIEW:** 2019 Wages and benefits outlined in the agreement are included in the 2019 budget. There will be a 3% CPI wage increase for all three years of the contract.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** authorizing the City Manager to sign the 2019 – 2021 Teamsters Local 760 Office Clerical Bargaining Agreement.

**WHEREAS**, the City has successfully negotiated with the Teamsters Local 760 Office Clerical group for the years 2019 through 2021; and

**WHEREAS**, it is necessary for the City Manager to sign the contract;

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

The City Manager is authorized to sign the 2019 – 2021 Teamsters Local 760 Office Clerical Bargaining Agreement.

**PASSED** this 28<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



## City Council Communication

**Meeting Date:** January 28, 2019  
**From:** Arlene Fisher, City Manager  
**Topic/Issue:** Resolution – 2019 – 2021 Teamsters Local No. 760 – Non-Uniformed Bargaining Agreement

---

**SYNOPSIS:** The 2019 – 2021 Teamsters Local No. 760 – Non-Uniformed Bargaining Agreement has been negotiated and is ready to be signed by the City Manager.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign the January 1, 2019 – December 31, 2021 Teamsters Local No. 760 – Non-Uniformed Bargaining Agreement.

**LEGAL REVIEW:** The City Attorney has reviewed the resolution.

**FINANCIAL REVIEW:** 2019 Wages and benefits outlined in the agreement are included in the 2019 budget. There will be a 3% CPI wage increase for all three years of the contract.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** authorizing the City Manager to sign the 2019 – 2021 Teamsters Local 760 Non-Uniformed Bargaining Agreement.

**WHEREAS**, the City has successfully negotiated with the Teamsters Local 760 Non-Uniformed group for the years 2019 through 2021; and

**WHEREAS**, it is necessary for the City Manager to sign the contract;

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

The City Manager is authorized to sign the 2019 – 2021 Teamsters Local 760 Non-Uniformed Bargaining Agreement.

**PASSED** this 28<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

## City Council Communication



**Meeting Date:** January 28, 2019  
**From:** Arlene Fisher, City Manager  
**Topic/Issue:** Resolution – 2019 – 2021 AFSCME Local 1122 Public Works - Bargaining Agreement

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**SYNOPSIS:** The 2019 – 2021 AFSCME Local 1122 Public Works Bargaining Agreement has been negotiated and is ready to be signed by the City Manager.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign the January 1, 2019 – December 31, 2021 AFSCME Local 1122 Public Works Bargaining Agreement.

**LEGAL REVIEW:** The City Attorney has reviewed the resolution.

**FINANCIAL REVIEW:** 2019 Wages and benefits outlined in the agreement are included in the 2019 budget. There will be a 3% CPI wage increase for all three years of the contract.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution



**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** authorizing the City Manager to sign the 2019 – 2021 AFSCME Public Works Bargaining Agreement.

**WHEREAS**, the City has successfully negotiated with the AFSCME Public Works group for the years 2019 through 2021; and

**WHEREAS**, it is necessary for the City Manager to sign the contract;

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

The City Manager is authorized to sign the 2019 – AFSCME Public Works Bargaining Agreement.

**PASSED** this 28<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

# **CONSENT AGENDA**

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
*Union Gap, Washington*  
**January 14, 2019 Regular Meeting**  
**MINUTES**

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

Council Members Present Council Members Hodkinson, Murr, Schilling, and Dailey were present. Council Member Butler attended telephonically.

Staff Present City Manager Fisher, City Attorney Bronson, Police Chief Cobb, Finance and Administration Director Clifton, Deputy Clerk Treasurer Bisconer, Public Works/Community Development Director Henne, Civil Engineer Dominguez, Fire Chief Markham.

Audience Present See attached list.

Pledge of Allegiance Mike Murr led the pledge of allegiance.

Excuse Mayor Motion by Council Member Schilling, second by Council Member Hodkinson to excuse Mayor Wentz. Motion carried unanimously.

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

Regular Council Meeting Minutes dated December 10, 2018 as attached to the Agenda and maintained in electronic format.

Payroll Vouchers – EFT’s and Voucher Nos. 98280 and 98340 through 98350 for November, 2018, in the amount of \$416,696.35

Payroll Vouchers – EFT’s and Voucher Nos. 98425 through 98434 for December, 2018, in the amount of \$442,026.24

Advance Travel Vouchers – Check Nos. 1290 through 1291 for November, 2018, in the amount of \$150.20

Claims Vouchers – EFT’s and Voucher Nos. 98351 and 98423 through 98545 for December 24, 2018, in the amount of \$151,712.80.

Claims Vouchers – EFT’s and Voucher Nos. 98424 and 98451 through 98545 for January 14, 2019, in the amount of \$808,882.19

Motion carried unanimously.

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – January 14, 2019*

Items from the Audience

Jack Galloway addressed the council in regards to a letter that he submitted in regards to traffic congestion due to an apartment complex expansion.

General Items

Proclamation

Declaring January 21, 2019 as Martin Luther King Jr. Day of Service and Celebration

Deputy Mayor Matson read into record and Proclaimed the Martin Luther King Jr. Holiday as a Day of Service in Union gap, and call upon the people of Union Gap, Washington to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects on Martin Luther King Day and throughout the year.

Public Hearing

Vacate Portion of Lightning Way Rights-of Way

At 6:12 Deputy Mayor Matson opened a Public Hearing in regards to the vacation of portions of Lightning Way and acceptance of right-of-way for the realignment of Lightning Way. Public Works & Community Development Director Henne gave an overview and answered questions of the Council. With no written or verbal public testimony Deputy Mayor Matson closed the meeting at 6:17.

Comprehensive Plan

Amendment and Site Specific Change of Zoning Application

At 6:17 Deputy Mayor Matson opened a Public Hearing in regards to an amendment to the City of Union Gap, Comprehensive Plan to change the comprehensive plan designation on the “Future Land Use Map”, from “Residential” to “Industrial”. Also, a proposed change of zoning of the following property: Lot 3 and 4 of Short plat AF #7935942 from “Single Family 1 Residential” (R-1) to “Light Industrial” (L-1). Public Works & Community Development Director Henne introduced YVCOG, planning manager, Mike Shuttleworth who gave an overview of the amendment requested and answered questions of Council and the audience members. With no written public testimony Deputy Mayor Matson closed the meeting at 6:24.

Public Works & Community Development

Ordinance No. – 2958 – Comprehensive Plan Amendment

Motion by Council Member Hodkinson, second by Council Member Murr to adopt Ordinance No. – 2958 – approving the request to change the land use designation of tax parcel 181201-42406(Lot 4 of Short Plat7935942), from “Residential” to “Industrial” on the “Future Land Use Map” in the Union Gap Comprehensive Plan. That the land use designation for tax parcel 181201-42405 (Lot 3 of Short Plat 7935942), remain as “residential” on the “Future Land Use Map” in the Union Gap Comprehensive Plan. Motion carried unanimously.

Ordinance No. – 2959 – Amending the City of Union

Motion by Council Member Murr, second by Council Member Hodkinson to adopt Ordinance No. 2959 amending the City of Union

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – January 14, 2019*

Gap Official Zoning Map                      Gap Official Zoning Map to rezone an individual parcel from “Single Family 1 Residential” (R1) to “Light Industrial”. Motion carried unanimously.

Ordinance No. – 2960 –  
Vacation Portion of Lightning  
Way Right-of-Way                      Motion by Council Member Hodkinson, second by Council Member Murr to approve Ordinance No. 2960 –vacating a portion of Lightning Way in the City of Union Gap, Washington. Motion carried unanimously.

Resolution No. - 19-01 –  
Regional Beltway Agreement  
– Ahtanum Gap, LLC                      Motion by Council Member Murr, second by Council Member Hodkinson to approve Resolution No. – 19-01 – authorizing the City Manager to sign the Regional Beltway Agreement between the City of Union Gap and Ahtanum Gap, LLC. Motion carried unanimously.

Resolution No. - 19-02 –  
Memorandum of Agreement –  
Regional Beltway Agreement  
– Ahtanum Gap, LLC                      Motion by Council Member Murr, second by Council Member Dailey to adopt Resolution No. – 19-02 – authorizing the City Manager to sign the Memorandum of Agreement between the City of Union Gap and Ahtanum Gap, LLC. Voting on the motion, Ayes – Hodkinson, Murr, Butler, Dailey; Nays – Schilling. Motion passes.

Resolution No. - 19-03 –  
Appoint TRANS-Action  
Voting Delegate and  
Alternates                      Motion by Council Member Schilling, second by Council Member Murr to approve Resolution No. – 19-03 – appointing Council Member Dailey to serve on TRANS-Action as the City of Union Gap’s elected delegate and appointing Deputy Mayor Matson, and ). Public Works & Community Development Director Henne to serve as alternates. Motion carried unanimously.

City Manager

Ordinance No. - 2961 – 2019  
Cost-of-Living Raises for  
Non-Union Employees                      Motion by Council Member Hodkinson, second by Council Member Dailey to adopt Ordinance No. – 2961 – authorizing a 3.5% increase in the salaries and wages for the City Manager, Director of Public Works and Community Development, Civil Engineer, Director of Finance and Administration, Police Chief, and the Police Lieutenant. Motion carried unanimously.

Resolution No. – 19-04 –  
Civic Center Cleaning  
Contract – D & G Cleaning  
Company                      Motion by Council Member Dailey, second by Council Member Schilling to approve Resolution No. 19-04 authorizing the City Manager to sign a contract with D & G Cleaning for the Civic Center. Motion carried unanimously.

Items from the Audience                      Dave Hansen addressed the Council in regards to a flickering street light located at 4<sup>th</sup> and Market Street. Public Works and Community Development Director stated that he would look into the situation.

City Manager Report                      City Manager Fisher updated the Council that the proceeds of an

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – January 14, 2019*

investment will be placed in Fund 109 for future use; Stated that those attending the AWC Conference will be receiving information packets by the end of January; A recent all staff breakfast meeting had been held in the Civic Campus; Update of attendees scheduled for the upcoming YVCOG annual meeting.

Communications/Questions/  
Comments

None.

Development of Next Agenda

None.

Adjournment of Meeting

Deputy Mayor Matson adjourned the meeting at 6:58 p.m.

\_\_\_\_\_  
Arlene Fisher-Maurer, City Manager

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk



## City Council Communication



**Meeting Date:** January 28, 2019  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Petty Cash Vouchers – January 28, 2018

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**SYNOPSIS:** Petty Cash Vouchers for January, 2019

**RECOMMENDATION:** Request Council to approve Check Nos 1891 through 1893 in the amount of \$122.00

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

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



# WARRANT/CHECK REGISTER

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MCAG #: 0853

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
7172	12/10/2018	Claims	637	1891	GREATER YAKIMA	22.00	CHAMBER LUNCHEON - S ALLAN
7173	12/11/2018	Claims	637	1892	STACI'S CATERING	75.00	YVCOG MEETING - AF, JH, SD
7174	12/11/2018	Claims	637	1893	STACI'S CATERING	25.00	YVCOG MEETING - JS
			001 Current Expense Fund			75.00	
			637 Petty Cash Fund			47.00	
						<u>122.00</u>	Claims: 122.00
					* Transaction Has Mixed Revenue And Expense Accounts	122.00	



## City Council Communication

**Meeting Date:** January 28, 2019  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers – January 28, 2018

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**SYNOPSIS:** Claim Vouchers Dated January 20, 2019

**RECOMMENDATION:** Request Council to approve EFTs and Voucher No. 98546 through 98627 in the amount of \$298,575.35

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

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

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
7611	12/31/2018	Claims	2	EFT	US BANK CARDMEMBER SVC	3,004.01	M.STILLWAUGH-COURSE CLASS; ANTI-HARASSMENT TRAINING-DONUTS & COOKIES; #9627-US DIGITAL MEDIA; CUSTOM USB DRIVES WITH CITY INFO; MICROSOFT 360 - 11/19 - 12/18/18; WELLNESS BOWLING ACTIVITY; WELLNESS XM
7618	12/31/2018	Claims	2	EFT	US BANK - CHECKING		PROCESS THROUGH AP
7619	12/31/2018	Claims	2	EFT	US BANK - CHECKING	24.00	INV MAINT FEE -12/2018
7622	12/31/2018	Claims	2	EFT	US BANK CARDMEMBER SVC	1,291.91	GLOVES/STORAGE BOXES; BATTERIES/ELI - COBB; FUEL
7625	12/31/2018	Claims	2	EFT	CENTURY LINK - LD	58.26	PD PHONE-12/01/2018-12/31/2018; CIVIC CENTER LONG DISTANCE-12/08/2018-01/07/2019
7626	12/31/2018	Claims	2	EFT	CENTURY LINK	170.92	AG MUSEUM-12/2018
7627	12/31/2018	Claims	2	EFT	OFFICE DEPOT-CITY HALL	158.96	DESK PAD, PLANNER; DAILY PLANNERS; BUSINESS CARD HOLDER/CALENDARS
7628	12/31/2018	Claims	2	EFT	OFFICE DEPOT-PD	791.96	BACKUP BATTERIES; POST IT FLAGS/EXPANDIBLE FILE/DESKTOP CALENDARS
7629	12/31/2018	Claims	2	EFT	SHELL OIL COMPANY	64.97	DELP FUEL DEC 2018
7630	12/31/2018	Claims	2	98546	ADVANCED DIGITAL IMAGING LLC	148.20	WINDOW DECAL FRONT HOURS OF OPERATION
7631	12/31/2018	Claims	2	98547	AMERIFUEL	1,893.98	FUEL 12/15-12/31 2018
7632	12/31/2018	Claims	2	98548	ASAP METAL FABRICATORS INC	34,051.84	TRANSIT SHELTERS 5X10 ALUM; TEMPERED GLASS PANEL WALLS; POLY CARB ROOF; POWDER COAT FINISH
7633	12/31/2018	Claims	2	98549	AUTO CARE EXPERTS	4,305.73	#1010 MAINTENANCE & REPAIRS
7634	12/31/2018	Claims	2	98550	BASIN DISPOSAL OF YAKIMA LLC	18.00	CIVIC CENTER 4 YRD CARBOARD
7635	12/31/2018	Claims	2	98551	BROADVIEW APPRAISAL INC	3,250.00	APPRAISAL REPORT FOR 7XX PIONEER LANE & 1801 MCNAIR AVENUE
7636	12/31/2018	Claims	2	98552	CASCADE ANALYTICAL INC	1,239.26	WW & WA SAMPLING; WATER SAMPLING
7637	12/31/2018	Claims	2	98553	CASCADE FIRE EQUIPMENT	38.92	21/2 DBL MALE
7638	12/31/2018	Claims	2	98554	CASCADE NATURAL GAS CORP	2,385.14	NATURAL GAS DEC 2018; CIVIC CENTER & FIRE DEPT - 12/05/2018-01/04/2019; 4401 MAIN STREET-12/04/2018-01/04/2019
7639	12/31/2018	Claims	2	98555	CENTRAL WA AG MUSEUM	1,016.00	AG MUSEUM COORDINATOR-12/2018; AG MUSEUM COORDINATOR-11/2018; AG MUSEUM COORDINATOR-12/2018
7640	12/31/2018	Claims	2	98556	CI SHRED	75.26	SHRED SERVICES DEC 2018
7641	12/31/2018	Claims	2	98557	CINTAS CORP #605	128.24	SR CENTER MOP & MAT SVC

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
7642	12/31/2018	Claims	2	98558	CITY OF YAKIMA	66,273.22	WHOLESALE SEWER BILL; 3 PARTY AGREEMENT; DECEMBER 2018
7643	12/31/2018	Claims	2	98559	CLASSIC CAR WASH	89.75	CAR WASHES DEC 2018
7644	12/31/2018	Claims	2	98560	CLASSIC PRINTING INC	174.54	UB STATEMENTS-12/2018
7645	12/31/2018	Claims	2	98561	CLIFF'S SEPTIC SERVICE	250.00	RENTAL; YAP & FULLBRIGHT 120118 TO 123118
7646	12/31/2018	Claims	2	98562	SINGH AND PARKS LLC COCO'S MINI MART	39.07	FUEL 12/1 -12/15 2018
7647	12/31/2018	Claims	2	98563	COLEMAN OIL COMPANY	3,281.84	FUEL THRU 12.31.18
7648	12/31/2018	Claims	2	98564	COPIERS NORTHWEST	161.75	COPIER MAINTENANCE DEC 2018
7649	12/31/2018	Claims	2	98565	CORE & MAIN LP	178.41	WAND BATTERIES
7650	12/31/2018	Claims	2	98566	DIVCO INC	204.31	COMMERCIAL HVAC 09/2018 - 02/2019
7651	12/31/2018	Claims	2	98567	ELITE TOWING & RECOVERY LLC	99.00	TOW VEH SIX1220 HYUNDAI SONATA
7652	12/31/2018	Claims	2	98568	EMBROIDERY NORTHWEST	503.02	CLOTHING ORDER
7653	12/31/2018	Claims	2	98569	EXPRESS SERVICES INC	2,981.44	UGPD 1 - RECEPTIONIST WK - 12/16/2018; UG PD 1 - RECEPTIONIST WK - 12/23/2018 & 12/30/2018
7654	12/31/2018	Claims	2	98570	FASTENAL	8.36	FASTENERS & HX WASHERS
7655	12/31/2018	Claims	2	98571	FERGUSON ENTERPRISES INC #3007	4.45	SERVICE CHARGE FOR DECEMBER
7656	12/31/2018	Claims	2	98572	FRANK'S TIRE FACTORY	1,524.40	#1021 FRONT BRAKE PADS, ROTORS, WHEEL BEARING; #2004 TIRE &
7657	12/31/2018	Claims	2	98573	FRANKLING MILLER INC.	316.60	COUPLING HALF NORD
7658	12/31/2018	Claims	2	98574	GAP AUTO PARTS - PW	173.12	BRAKELEEN, VALVE TAPPET FEELER GAUGE, PERMATEX, SHOP VEHICLE CARPET CLEANER, SHINE, GLOVES, WIPES, TIRE SHINE, PADS; LAMP, STANDART RELAY, JHN PREMIUM DOT 3 BRAKE FLUID; PERMATEX 1 MIN GASKET, ANTI SE
7659	12/31/2018	Claims	2	98575	GENE WEINMANN CONSULTING	90.00	CDBG REHAB COORDINATOR-12/2018
7660	12/31/2018	Claims	2	98576	GRANT J HUNT CO	8,002.73	DESIGN & MARKETING-12/2018; DESIGN & MARKETING - 09/2018; PLOWING BEE SUPPLY; TACOMA TRIP/MEETING; TWITTER AD & FACEBOOK AD-2018
7661	12/31/2018	Claims	2	98577	HERKE ROCK	538.10	SKATEPARK - BASALT CHIP 3"- 1.5" LOADED; 11/13/18 49.87 TON
7662	12/31/2018	Claims	2	98578	HLA ENGINEERING & LAND SURVEYING INC	18,200.37	PROFESSIONAL SERVICES THRU 12.31.18
7663	12/31/2018	Claims	2	98579	INLAND ALARM	782.11	ANNUAL FIRE INSPECTION
7664	12/31/2018	Claims	2	98580	INTERMOUNTAIN CLEANING SERVICES, INC	200.00	CARPET CLEANING
7665	12/31/2018	Claims	2	98581	ITEC INC	681.66	#1024 WEATHERGUARD SMOOTH TOPSIDE BOX
7666	12/31/2018	Claims	2	98582	JONDERFIN, LLC	187.50	EMAIL SIGNATURE DESIGN

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7667	12/31/2018	Claims	2	98583	JUB ENGINEERS INC	3,557.34	PROFESSIONAL SERVICES; BELTWAY CONNECTOR PROJECT; 11.4.18 THRU 12.01.18; BELTWAY CONNECTOR PROJECT; 12.02.18 THRU 12.29.18
7668	12/31/2018	Claims	2	98584	KNOBELS ELECTRIC INC	4,731.15	WELL 3 UPGRADE SERVICE & WELL 5 TROUBLESHOOT/CORD FOR GENERATOR
7669	12/31/2018	Claims	2	98585	LOWES COMPANY INC	342.08	5/16 IN HEX TITANIUM; PINK FLAGGING, RED MARK, WOOD LATH BUNDLE; 9 IN RL CO; 11 IN PLASTIC T; 3 PC VALUE; PAINT TRAY; DURA FLAT MASONRY ELASTOMERIC; COMPACT SMOKE CO COMBO, FHMS W/NUT 10-24X1 6 CT; PL
7670	12/31/2018	Claims	2	98586	LTI INC	4,954.31	NON CORROSION STANDARD GRADATION ROAD SALT
7671	12/31/2018	Claims	2	98587	ALLEN & DONNA MASON	39.70	OVERPAYMENT REFUND
7672	12/31/2018	Claims	2	98588	MH ELECTRIC, INC	1,175.51	RECEPTACLE @ PAY STATION; RCO PROJECT
7673	12/31/2018	Claims	2	98589	MORTONS SUPPLY	1,007.12	SOCCER FIELD; SEWER PIPE TEE ELL PVC CAP; DEC -2018 FINANCE CHARGE
7674	12/31/2018	Claims	2	98590	NATIONAL BARRICADE CO	997.06	28" CONES W/HI INTENSITY; ALUM SIGNS REFLECTIVE
7675	12/31/2018	Claims	2	98591	NELSON TRUCK EQUIPMENT CO. INC	192.29	SPREADER CONTROL REMOTE GAS
7676	12/31/2018	Claims	2	98592	OXARC INC	4.42	SERVICE CHARGE
7677	12/31/2018	Claims	2	98593	PACE INTERNATIONAL	73.37	OVERPAYMENT REFUND
7678	12/31/2018	Claims	2	98594	PACIFIC POWER	25,213.39	LIFT STATION;LONGFIBRE AVE;STREET LIGHTS;AREA LIGHTS;WELLS;TRAFFIC LIGHTS-12/2018; FIRE DEPT. 12/2018; PD POWER-12/2018; AG MUSEUM -12/2018
7679	12/31/2018	Claims	2	98595	RONALD PHILLIPS	100.00	SAFETY BOOTS REIMBURSEMENT 2018
7680	12/31/2018	Claims	2	98596	PLSA ENGINEERING & SURVEYING	2,255.00	STORMWATER MANAGEMENT DESIGN; AHTANUM ROAD DRAINAGE
7681	12/31/2018	Claims	2	98597	PRECISION METAL WORKS LLC	9,571.96	EXTEND CATWALK AROUND WETWELL
7682	12/31/2018	Claims	2	98598	RWC GROUP	65.96	#2006 & #2007 TRANSMISSION FLUID
7683	12/31/2018	Claims	2	98599	SIRCHIE FINGER PRINT	60.49	GLOVES
7684	12/31/2018	Claims	2	98600	SIX ROBBLEES INC	188.86	#3005 WORKLIGHT VALUEFIT 4S, TERMINAL BLUE 16-14; OVERPAYMENT-CREDIT-NO T CITY INVOICE
7685	12/31/2018	Claims	2	98601	STRIPE RITE	1,970.00	CHRISTMAS PARADE FLAGGING
7686	12/31/2018	Claims	2	98602	SUPPLYWORKS	27.38	RETURN:HAND BOWL BRUSH;HAND SOAP; HAND SOAP & TOILET PAPER-CIVIC CENTER & PD
7687	12/31/2018	Claims	2	98603	U.S. LINEN & UNIFORM	517.48	UNIFORM SERVICE; 12/03/18, 12/10/18, 12/17/18, 12/24/18

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7688	12/31/2018	Claims	2	98604	UNION GAP SCHOOL DISTRICT NO. 2	563.90	STEM PROGRAM REIMBURSEMENT
7689	12/31/2018	Claims	2	98605	UNION GAP WATER FUND & SEWER	457.17	CODE ENFORCEMENT-PROPERTY VIOLATION; WATER/SEWER/GARBAGE DEC 2018; PARKS-FINAL BILL
7690	12/31/2018	Claims	2	98606	UNITED PARCEL SERVICE	16.66	SHIPPING DEC 2018
7691	12/31/2018	Claims	2	98607	VERELA LEGAL, PLLC	3,600.00	PUBLIC DEFENDER-12/2018
7692	12/31/2018	Claims	2	98608	VERIZON WIRELESS - PD #342054055	932.30	PHONES 11/14-12/13 2018
7693	12/31/2018	Claims	2	98609	VERIZON WIRELESS - PD2#672326319	895.20	MODEMS 11/14-12/13 2018
7694	12/31/2018	Claims	2	98610	WA STATE CRIMINAL JUSTICE	750.00	PATROL TACTICS INSTRUCTOR BROWNELL; CONTROL TACTICS LEVEL 1 DT INSTRUCTOR HUNT
7695	12/31/2018	Claims	2	98611	WA STATE DEPT OF LICENSING	108.00	CPLS DEC 2018
7696	12/31/2018	Claims	2	98612	WA STATE DEPT OF TRANSPORTATION	1,312.52	SIGNAL MAINT, REPAIR & ADDITIONS
7697	12/31/2018	Claims	2	98613	WA STATE PATROL	72.00	BACKGROUND DEC 2018
7698	12/31/2018	Claims	2	98614	WA STATE TREASURER	11,873.97	CJRS-12/2018
7699	12/31/2018	Claims	2	98615	WASHINGTON TRACTOR	81.08	HANDLE BAR, PRIMER BULBS
7700	12/31/2018	Claims	2	98616	WILBERT PRECAST	282.92	STORMWATER COVER
7701	12/31/2018	Claims	2	98617	YAKIMA CITY TREASURER	1,378.09	SUPPLIES FOR MOUNTING ANTENNAS
7702	12/31/2018	Claims	2	98618	YAKIMA CO DEPT OF CORRECTIONS	45,191.09	INMATE HOUSING AND MEDICAL DEC 2018
7703	12/31/2018	Claims	2	98619	YAKIMA CO PRINTING DEPT	84.64	RECEIPTS/SAFEKEEPING TAGS/PROPERTY SEIZED
7704	12/31/2018	Claims	2	98620	YAKIMA CO PUBLIC SERVICES	5,034.41	2018 4TH QUARTER FIRE PLAN REVIEW
7705	12/31/2018	Claims	2	98621	YAKIMA CO PUBLIC SERVICES	847.39	MLK SIDEWALK & SAFE ROUTE; STORMWATER PROG RSPG CITY MATCH; BILL #41 9/1/18 THRU
7706	12/31/2018	Claims	2	98622	YAKIMA CO PUBLIC SERVICES	156.40	GARBAGE: 2.16 TONS & 2.44 TONS ON 12.14.18
7707	12/31/2018	Claims	2	98623	YAKIMA CO TREAS PROSECUTING	182.44	CVC-12/2018
7708	12/31/2018	Claims	2	98624	YAKIMA COOPERATIVE ASSN	1,779.90	BULK PROPANE; AB & BARN; DECEMBER 2018
7709	12/31/2018	Claims	2	98625	YAKIMA VALLEY CONFERENCE	2,678.98	UG TECHNICAL ASSISTANCE CONTRACT-12/18
7710	12/31/2018	Claims	2	98626	YAKIMA VALLEY TOURISM	3,188.71	FACEBOOK ADVERTISING-10/18 & 11/18; OUTDOOR NW 1/2 PAGE AD-11/2018
7711	12/31/2018	Claims	2	98627	YAKIMA WASTE SYSTEMS INC	1,001.40	WASTE-12/01/2018-12/31/2018

001 Current Expense Fund

91,817.75



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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
7611	12/31/2018	Claims	2	EFT	US BANK CARDMEMBER SVC	3,004.01	M.STILLWAUGH-COURSE CLASS; ANTI-HARASSMENT TRAINING-DONUTS & COOKIES; #9627-US DIGITAL MEDIA; CUSTOM USB DRIVES WITH CITY INFO; MICROSOFT 360 - 11/19 - 12/18/18; WELLNESS BOWLING ACTIVITY; WELLNESS XM
					001 - 511 60 43 00 - TRAVEL	35.00	
					001 - 511 60 49 00 - MISCELLANEOUS	8.93	
					001 - 513 10 31 00 - SUPPLIES	1.40	
					001 - 514 23 31 00 - SUPPLIES	1.40	
					001 - 514 23 49 00 - MISCELLANEOUS	75.00	
					001 - 514 23 49 00 - MISCELLANEOUS	75.00	
					001 - 514 30 31 00 - SUPPLIES	1.40	
					001 - 517 91 31 00 - SUPPLIES	26.00	
					001 - 517 91 31 00 - SUPPLIES	72.78	
					001 - 517 91 31 00 - SUPPLIES	250.57	
					001 - 517 91 31 00 - SUPPLIES	131.17	
					001 - 517 91 31 00 - SUPPLIES	68.00	
					001 - 521 10 43 00 - PD ADMIN TRAVEL	8.37	
					001 - 521 40 49 00 - PD TRAINING MISCELLAN.	400.00	
					001 - 524 20 31 00 - SUPPLIES	1.40	
					401 - 534 50 31 00 - SUPPLIES	1.40	
					401 - 534 50 43 00 - TRAVEL	51.05	
					403 - 535 50 31 00 - SUPPLIES	1.40	
					403 - 535 50 43 00 - TRAVEL	51.05	
					402 - 537 50 31 00 - SUPPLIES	1.40	
					402 - 537 50 43 00 - TRAVEL	51.05	
					101 - 542 30 31 00 - SUPPLIES	1.40	
					101 - 542 30 43 00 - TRAVEL	51.05	
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	289.50	
					001 - 558 60 31 00 - SUPPLIES	1.40	
					132 - 573 94 31 32 - HOLIDAY PARADE SUPPLI	895.11	
					132 - 573 94 31 32 - HOLIDAY PARADE SUPPLI	399.35	
					001 - 576 80 31 00 - SUPPLIES	1.39	
					001 - 576 80 43 00 - TRAVEL	51.04	
7618	12/31/2018	Claims	2	EFT	US BANK - CHECKING		PROCESS THROUGH AP
7619	12/31/2018	Claims	2	EFT	US BANK - CHECKING	24.00	INV MAINT FEE -12/2018
					001 - 514 23 49 00 - MISCELLANEOUS	24.00	
7622	12/31/2018	Claims	2	EFT	US BANK CARDMEMBER SVC	1,291.91	GLOVES/STORAGE BOXES; BATTERIES/ELI - COBB; FUEL
					001 - 521 10 32 00 - PD ADMIN FUEL	23.60	
					001 - 521 22 31 00 - PATROL SUPPLIES	340.97	
					001 - 521 22 31 00 - PATROL SUPPLIES	232.34	
					001 - 521 40 49 00 - PD TRAINING MISCELLAN.	695.00	
7625	12/31/2018	Claims	2	EFT	CENTURY LINK - LD	58.26	PD PHONE-12/01/2018-12/31/2018; CIVIC CENTER LONG
					001 - 511 60 42 01 - COMMUNICATION	4.20	
					001 - 513 10 42 01 - COMMUNICATION	12.11	
					001 - 514 23 42 00 - COMMUNICATIONS	4.20	
					001 - 514 30 42 00 - COMMUNICATIONS	4.20	
					001 - 524 20 42 00 - COMMUNICATION	4.20	
					001 - 528 80 42 00 - COMMUNICATION	5.77	
					001 - 528 80 42 00 - COMMUNICATION	4.20	
					401 - 534 50 42 00 - COMMUNICATION	3.81	
					403 - 535 50 42 00 - COMMUNICATION	3.76	
					402 - 537 50 42 00 - COMMUNICATION	4.20	
					101 - 543 30 42 00 - COMMUNICATION	3.76	



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			001 - 558 60 42 00 -		COMMUNICATION	3.85	
7626	12/31/2018	Claims	2		EFT CENTURY LINK	170.92	AG MUSEUM-12/2018
			107 - 571 10 47 00 -		UTILITIES-AG MUSEUM	170.92	
7627	12/31/2018	Claims	2		EFT OFFICE DEPOT-CITY HALL	158.96	DESK PAD, PLANNER; DAILY PLANNERS; BUSINESS CARD HOLDER/CALENDARS
			001 - 524 20 31 00 -		SUPPLIES	13.29	
			401 - 534 50 31 00 -		SUPPLIES	4.78	
			401 - 534 50 31 00 -		SUPPLIES	21.39	
			401 - 534 50 31 00 -		SUPPLIES	13.16	
			403 - 535 50 31 00 -		SUPPLIES	4.78	
			403 - 535 50 31 00 -		SUPPLIES	21.40	
			403 - 535 50 31 00 -		SUPPLIES	13.16	
			402 - 537 50 31 00 -		SUPPLIES	4.78	
			402 - 537 50 31 00 -		SUPPLIES	13.16	
			101 - 542 30 31 00 -		SUPPLIES	4.80	
			101 - 542 30 31 00 -		SUPPLIES	13.16	
			001 - 558 60 31 00 -		SUPPLIES	13.16	
			001 - 576 80 31 00 -		SUPPLIES	4.78	
			001 - 576 80 31 00 -		SUPPLIES	13.16	
7628	12/31/2018	Claims	2		EFT OFFICE DEPOT-PD	791.96	BACKUP BATTERIES; POST IT FLAGS/EXPANDIBLE FILE/DESKTOP CALENDARS
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	221.30	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	38.89	
			001 - 521 21 31 00 -		INVESTIGATION SUPPLIES	147.53	
			001 - 521 22 31 00 -		PATROL SUPPLIES	221.30	
			001 - 521 22 31 00 -		PATROL SUPPLIES	15.40	
			001 - 528 80 31 00 -		OFFICE & OPERATING SUP	147.54	
7629	12/31/2018	Claims	2		EFT SHELL OIL COMPANY	64.97	DELFP FUEL DEC 2018
			001 - 521 21 32 01 -		LEAD TASK FORCE - FUEL	64.97	
7630	12/31/2018	Claims	2	98546	ADVANCED DIGITAL IMAGING LLC	148.20	WINDOW DECAL FRONT HOURS OF OPERATION
			001 - 521 50 41 00 -		PD FACILITIES PROFESSIO	148.20	
7631	12/31/2018	Claims	2	98547	AMERIFUEL	1,893.98	FUEL 12/15-12/31 2018
			001 - 521 10 32 00 -		PD ADMIN FUEL	153.00	
			001 - 521 10 49 00 -		PD ADMIN MISCELLANEOI	69.89	
			001 - 521 21 32 00 -		INVESTIGATION FUEL	109.40	
			001 - 521 21 32 01 -		LEAD TASK FORCE - FUEL	163.46	
			001 - 521 22 32 00 -		PATROL FUEL	1,350.62	
			001 - 554 30 32 00 -		FUEL - ANIMAL CONTROL	47.61	
7632	12/31/2018	Claims	2	98548	ASAP METAL FABRICATORS INC	34,051.84	TRANSIT SHELTERS 5X10 ALUM; TEMPERED GLASS PANEL WALLS; POLY CARB ROOF; POWDER COAT FINISH
			128 - 547 60 31 00 -		OFFICE & OPERATING SUP	34,051.84	
7633	12/31/2018	Claims	2	98549	AUTO CARE EXPERTS	4,305.73	#1010 MAINTENANCE & REPAIRS
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	1,291.72	
			101 - 542 66 48 00 -		REPAIRS & MAINTENANCE	1,291.72	
			101 - 542 70 48 00 -		REPAIRS & MAINTENANCE	1,291.72	
			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	430.57	
7634	12/31/2018	Claims	2	98550	BASIN DISPOSAL OF YAKIMA LLC	18.00	CIVIC CENTER 4 YRD CARBOARD
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	18.00	

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7635	12/31/2018	Claims	2	98551	BROADVIEW APPRAISAL INC	3,250.00	APPRAISAL REPORT FOR 7XX PIONEER LANE & 1801 MCNAIR AVENUE
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	3,250.00	
7636	12/31/2018	Claims	2	98552	CASCADE ANALYTICAL INC	1,239.26	WW & WA SAMPLING; WATER SAMPLING
					401 - 534 50 31 00 - SUPPLIES	197.76	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	201.88	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	839.62	
7637	12/31/2018	Claims	2	98553	CASCADE FIRE EQUIPMENT	38.92	21/2 DBL MALE
					403 - 535 50 31 00 - SUPPLIES	38.92	
7638	12/31/2018	Claims	2	98554	CASCADE NATURAL GAS CORP	2,385.14	NATURAL GAS DEC 2018; CIVIC CENTER & FIRE DEPT - 12/05/2018-01/04/2019; 4401 MAIN STREET-12/04/2018-01/04/2019
					001 - 518 20 47 00 - UTILITIES/CITY HALL	1,342.61	
					001 - 521 50 47 00 - PD FACILITIES UTILITIES	34.32	
					403 - 535 50 47 00 - UTILITIES	180.30	
					402 - 537 50 47 00 - UTILITIES	827.91	
7639	12/31/2018	Claims	2	98555	CENTRAL WA AG MUSEUM	1,016.00	AG MUSEUM COORDINATOR-12/2018; AG MUSEUM COORDINATOR-11/2018; AG MUSEUM COORDINATOR-12/2018
					107 - 571 10 41 00 - PROF SVCS-AG MUSEUM	775.00	
					107 - 571 10 41 00 - PROF SVCS-AG MUSEUM	100.00	
					107 - 571 10 41 00 - PROF SVCS-AG MUSEUM	141.00	
7640	12/31/2018	Claims	2	98556	CI SHRED	75.26	SHRED SERVICES DEC 2018
					001 - 528 80 49 00 - MISCELLANEOUS	75.26	
7641	12/31/2018	Claims	2	98557	CINTAS CORP #605	128.24	SR CENTER MOP & MAT SVC
					001 - 571 21 45 00 - OPERATING RENTALS & LJ	128.24	
7642	12/31/2018	Claims	2	98558	CITY OF YAKIMA	66,273.22	WHOLESALE SEWER BILL; 3 PARTY AGREEMENT; DECEMBER 2018
					403 - 535 50 51 03 - INTERGOVERNMENTAL PF	66,273.22	
7643	12/31/2018	Claims	2	98559	CLASSIC CAR WASH	89.75	CAR WASHES DEC 2018
					001 - 521 10 48 00 - PD ADMIN REPAIRS & MAI	5.50	
					001 - 521 21 48 00 - INVESTIGATION REPAIRS	18.25	
					001 - 521 22 48 00 - PATROL REPAIRS & MAIN	66.00	
7644	12/31/2018	Claims	2	98560	CLASSIC PRINTING INC	174.54	UB STATEMENTS-12/2018
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	58.18	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	58.18	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	58.18	
7645	12/31/2018	Claims	2	98561	CLIFF'S SEPTIC SERVICE	250.00	RENTAL; YAP & FULLBRIGHT 120118 TO 123118
					001 - 576 80 45 00 - OPERATING RENTALS & LJ	250.00	
7646	12/31/2018	Claims	2	98562	SINGH AND PARKS LLC COCO'S MINI MART	39.07	FUEL 12/1 -12/15 2018
					001 - 521 10 32 00 - PD ADMIN FUEL	39.07	
7647	12/31/2018	Claims	2	98563	COLEMAN OIL COMPANY	3,281.84	FUEL THRU 12.31.18
					403 - 531 30 32 00 - STORMWATER FUEL	50.02	
					401 - 534 50 32 00 - FUEL	993.46	

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			403 - 535 50 32 00		- FUEL	596.07	
			402 - 537 50 32 00		- FUEL	20.39	
			101 - 542 30 32 00		- FUEL	532.66	
			101 - 542 66 32 00		- FUEL	345.13	
			101 - 542 67 32 00		- FUEL	141.11	
			101 - 542 70 32 00		- FUEL	325.06	
			101 - 542 90 32 00		- FUEL CONSUMED	4.80	
			128 - 547 60 32 00		- FUEL CONSUMED	68.72	
			001 - 576 80 32 00		- FUEL	204.42	
<b>7648</b>	<b>12/31/2018</b>	<b>Claims</b>	<b>2</b>	<b>98564</b>	<b>COPIERS NORTHWEST</b>	<b>161.75</b>	<b>COPIER MAINTENANCE DEC 2018</b>
			001 - 528 80 45 00		- OPERATING RENTALS & LI	161.75	
<b>7649</b>	<b>12/31/2018</b>	<b>Claims</b>	<b>2</b>	<b>98565</b>	<b>CORE &amp; MAIN LP</b>	<b>178.41</b>	<b>WAND BATTERIES</b>
			401 - 534 50 31 00		- SUPPLIES	178.41	
<b>7650</b>	<b>12/31/2018</b>	<b>Claims</b>	<b>2</b>	<b>98566</b>	<b>DIVCO INC</b>	<b>204.31</b>	<b>COMMERCIAL HVAC 09/2018 - 02/2019</b>
			001 - 518 20 48 00		- REPAIRS & MAINTENANCE	204.31	
<b>7651</b>	<b>12/31/2018</b>	<b>Claims</b>	<b>2</b>	<b>98567</b>	<b>ELITE TOWING &amp; RECOVERY LLC</b>	<b>99.00</b>	<b>TOW VEH SIX1220 HYUNDAI SONATA</b>
			001 - 521 21 41 00		- INVESTIGATIONPROFESSIO	99.00	
<b>7652</b>	<b>12/31/2018</b>	<b>Claims</b>	<b>2</b>	<b>98568</b>	<b>EMBROIDERY NORTHWEST</b>	<b>503.02</b>	<b>CLOTHING ORDER</b>
			001 - 524 20 21 01		- UNIFORMS & EQUIPMENT	145.09	
			401 - 534 50 21 00		- UNIFORMS & EQUIPMENT	42.56	
			403 - 535 50 21 00		- UNIFORMS & EQUIPMENT	42.57	
			402 - 537 50 21 00		- UNIFORMS & EQUIPMENT	42.57	
			101 - 542 30 21 00		- UNIFORMS & EQUIPMENT	42.57	
			001 - 558 60 21 00		- UNIFORMS & EQUIPMENT	145.10	
			001 - 576 80 21 00		- UNIFORMS & EQUIPMENT	42.56	
<b>7653</b>	<b>12/31/2018</b>	<b>Claims</b>	<b>2</b>	<b>98569</b>	<b>EXPRESS SERVICES INC</b>	<b>2,981.44</b>	<b>UGPD 1 - RECEPTIONIST WK - 12/16/2018; UG PD 1 - RECEPTIONIST WK - 12/23/2018 &amp; 12/30/2018</b>
			001 - 528 80 41 00		- PROF SERVICES	1,064.80	
			001 - 528 80 41 00		- PROF SERVICES	1,916.64	
<b>7654</b>	<b>12/31/2018</b>	<b>Claims</b>	<b>2</b>	<b>98570</b>	<b>FASTENAL</b>	<b>8.36</b>	<b>FASTENERS &amp; HX WASHERS</b>
			401 - 534 50 31 00		- SUPPLIES	2.78	
			403 - 535 50 31 00		- SUPPLIES	2.78	
			101 - 542 30 31 00		- SUPPLIES	2.80	
<b>7655</b>	<b>12/31/2018</b>	<b>Claims</b>	<b>2</b>	<b>98571</b>	<b>FERGUSON ENTERPRISES INC #3007</b>	<b>4.45</b>	<b>SERVICE CHARGE FOR DECEMBER</b>
			401 - 534 50 49 00		- MISCELLANEOUS	4.45	
<b>7656</b>	<b>12/31/2018</b>	<b>Claims</b>	<b>2</b>	<b>98572</b>	<b>FRANK'S TIRE FACTORY</b>	<b>1,524.40</b>	<b>#1021 FRONT BRAKE PADS, ROTORS, WHEEL BEARING; #2004 TIRE &amp; MAINTENANCE</b>
			403 - 531 30 48 00		- STORMWATER REPAIRS &	134.08	
			401 - 534 50 48 00		- REPAIRS & MAINTENANCE	94.57	
			403 - 535 50 48 00		- REPAIRS & MAINTENANCE	759.76	
			403 - 535 50 48 00		- REPAIRS & MAINTENANCE	63.06	
			101 - 542 30 48 00		- REPAIRS & MAINTENANCE	63.06	
			101 - 542 66 48 00		- REPAIRS & MAINTENANCE	378.34	
			101 - 542 70 48 00		- REPAIRS & MAINTENANCE	31.53	
<b>7657</b>	<b>12/31/2018</b>	<b>Claims</b>	<b>2</b>	<b>98573</b>	<b>FRANKLING MILLER INC.</b>	<b>316.60</b>	<b>COUPLING HALF NORD</b>
			001 - 528 80 48 00		- REPAIRS & MAINTENANCE	316.60	

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7658	12/31/2018	Claims	2	98574	GAP AUTO PARTS - PW	173.12	BRAKELEEN, VALVE TAPPET FEELER GAUGE, PERMATEX, SHOP VEHICLE CARPET CLEANER, SHINE, GLOVES, WIPES, TIRE SHINE, PADS; LAMP, STANDART RELAY, JHN PREMIUM DOT 3 BRAKE FLUID; PERMATEX 1 MIN GASKET, ANTISE
					401 - 534 50 31 00 - SUPPLIES	15.44	
					403 - 535 50 31 00 - SUPPLIES	15.44	
					402 - 537 50 31 00 - SUPPLIES	17.44	
					101 - 542 30 31 00 - SUPPLIES	15.45	
					128 - 547 60 31 00 - OFFICE & OPERATING SUP	1.99	
					001 - 576 80 31 00 - SUPPLIES	15.44	
					001 - 576 80 31 00 - SUPPLIES	59.93	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	29.99	
					001 - 576 80 49 00 - MISCELLANEOUS	2.00	
7659	12/31/2018	Claims	2	98575	GENE WEINMANN CONSULTING	90.00	CDBG REHAB COORDINATOR-12/2018
					170 - 559 30 41 00 - PROFESSIONAL SERVICES	90.00	
7660	12/31/2018	Claims	2	98576	GRANT J HUNT CO	8,002.73	DESIGN & MARKETING-12/2018; DESIGN & MARKETING - 09/2018; PLOWING BEE SUPPLY; TACOMA TRIP/MEETING; TWITTER AD & FACEBOOK AD-2018
					107 - 557 30 31 01 - GRANT J HUNT - SUPPLIES	247.57	
					107 - 557 30 41 01 - GRANT J. HUNT COL	3,750.00	
					107 - 557 30 41 01 - GRANT J. HUNT COL	3,750.00	
					107 - 557 30 41 01 - GRANT J. HUNT COL	60.00	
					107 - 557 30 43 01 - GRANT J HUNT TRAVEL	195.16	
7661	12/31/2018	Claims	2	98577	HERKE ROCK	538.10	SKATEPARK - BASALT CHIP 3"- 1.5" LOADED; 11/13/18 49.87 TON
					106 - 594 76 62 00 - IMPROVEMENT-SKATEPAI	538.10	
7662	12/31/2018	Claims	2	98578	HLA ENGINEERING & LAND SURVEYING INC	18,200.37	PROFESSIONAL SERVICES THRU 12.31.18
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	4,131.00	
					121 - 595 10 41 08 - W. AHTANUM RD-GOODM.	502.28	
					124 - 595 10 41 26 - BELTWAY CONNECTOR-PF	3,602.00	
					121 - 595 10 63 28 - MAIN ST PHASE 1-ROW	7,843.73	
					304 - 595 30 65 02 - VMB - CONSTRUCTION	2,121.36	
7663	12/31/2018	Claims	2	98579	INLAND ALARM	782.11	ANNUAL FIRE INSPECTION
					001 - 522 50 48 00 - REPAIRS & MAINTENANCE	782.11	
7664	12/31/2018	Claims	2	98580	INTERMOUNTAIN CLEANING SERVICES, INC	200.00	CARPET CLEANING
					001 - 522 50 48 00 - REPAIRS & MAINTENANCE	200.00	
7665	12/31/2018	Claims	2	98581	ITEC INC	681.66	#1024 WEATHERGUARD SMOOTH TOPSIDE BOX
					403 - 531 30 31 00 - STORMWATER - SUPPLIES	34.08	
					401 - 534 50 31 00 - SUPPLIES	170.42	
					403 - 535 50 31 00 - SUPPLIES	136.33	
					101 - 542 30 31 00 - SUPPLIES	68.17	
					101 - 542 30 31 00 - SUPPLIES	34.09	
					101 - 542 66 31 00 - SUPPLIES	34.08	
					101 - 542 67 31 00 - SUPPLIES	34.08	
					101 - 542 70 31 00 - SUPPLIES	34.08	
					128 - 547 60 31 00 - OFFICE & OPERATING SUP	34.08	
					001 - 576 80 31 00 - SUPPLIES	102.25	

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7666	12/31/2018	Claims	2	98582	JONDERFIN, LLC	187.50	EMAIL SIGNATURE DESIGN
					001 - 521 50 41 00 - PD FACILITIES PROFESSIO	187.50	
7667	12/31/2018	Claims	2	98583	JUB ENGINEERS INC	3,557.34	PROFESSIONAL SERVICES; BELTWAY CONNECTOR PROJECT; 11.4.18 THRU 12.01.18; BELTWAY CONNECTOR PROJECT; 12.02.18 THRU 12.29.18
					124 - 595 10 41 26 - BELTWAY CONNECTOR-PF	2,158.06	
					124 - 595 10 41 26 - BELTWAY CONNECTOR-PF	1,399.28	
7668	12/31/2018	Claims	2	98584	KNOBELS ELECTRIC INC	4,731.15	WELL 3 UPGRADE SERVICE & WELL 5 TROUBLESHOOT/CORD FOR GENERATOR
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	4,731.15	
7669	12/31/2018	Claims	2	98585	LOWES COMPANY INC	342.08	5/16 IN HEX TITANIUM; PINK FLAGGING, RED MARK, WOOD LATH BUNDLE; 9 IN RL CO; 11 IN PLASTIC T; 3 PC VALUE; PAINT TRAY; DURA FLAT MASONRY ELASTOMERIC; COMPACT SMOKE CO COMBO, FHMS
					001 - 518 20 31 00 - SUPPLIES	41.07	
					001 - 518 20 31 00 - SUPPLIES	24.82	
					403 - 531 30 31 00 - STORMWATER - SUPPLIES	51.07	
					001 - 576 80 31 00 - SUPPLIES	8.83	
					001 - 576 80 31 00 - SUPPLIES	135.68	
					001 - 576 80 31 00 - SUPPLIES	18.20	
					001 - 576 80 31 00 - SUPPLIES	41.36	
					001 - 576 80 31 00 - SUPPLIES	21.05	
7670	12/31/2018	Claims	2	98586	LTI INC	4,954.31	NON CORROSION STANDARD GRADATION ROAD SALT
					101 - 542 66 31 00 - SUPPLIES	4,954.31	
7671	12/31/2018	Claims	2	98587	ALLEN & DONNA MASON	39.70	OVERPAYMENT REFUND
					402 - 589 10 04 02 - 210-10	39.70	
7672	12/31/2018	Claims	2	98588	MH ELECTRIC, INC	1,175.51	RECEPTACLE @ PAY STATION; RCO PROJECT
					106 - 594 76 62 01 - IMPROVEMENTS-RCO-YP	1,175.51	
7673	12/31/2018	Claims	2	98589	MORTONS SUPPLY	1,007.12	SOCCER FIELD; SEWER PIPE TEE ELL PVC CAP; DEC -2018 FINANCE CHARGE
					401 - 534 50 49 00 - MISCELLANEOUS	1.16	
					106 - 594 76 62 01 - IMPROVEMENTS-RCO-YP	1,005.96	
7674	12/31/2018	Claims	2	98590	NATIONAL BARRICADE CO	997.06	28" CONES W/HI INTENSITY; ALUM SIGNS REFLECTIVE
					101 - 542 64 31 00 - SUPPLIES	539.65	
					101 - 542 64 31 00 - SUPPLIES	457.41	
7675	12/31/2018	Claims	2	98591	NELSON TRUCK EQUIPMENT CO. INC	192.29	SPREADER CONTROL REMOTE GAS
					101 - 542 30 31 00 - SUPPLIES	57.69	
					101 - 542 66 31 00 - SUPPLIES	57.69	
					101 - 542 70 31 00 - SUPPLIES	57.68	
					001 - 576 80 31 00 - SUPPLIES	19.23	
7676	12/31/2018	Claims	2	98592	OXARC INC	4.42	SERVICE CHARGE
					403 - 535 50 49 00 - MISCELLANEOUS	4.42	
7677	12/31/2018	Claims	2	98593	PACE INTERNATIONAL	73.37	OVERPAYMENT REFUND
					402 - 589 10 04 02 - 210-10	73.37	

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7678	12/31/2018	Claims	2	98594	PACIFIC POWER	25,213.39	LIFT STATION;LONGFIBRE AVE;STREET LIGHTS;AREA LIGHTS;WELLS;TRAFFIC LIGHTS-12/2018; FIRE DEPT. 12/2018; PD POWER-12/2018; AG MUSEUM -12/2018
					001 - 518 20 47 00 - UTILITIES/CITY HALL	594.83	
					001 - 521 50 47 00 - PD FACILITIES UTILITIES	199.02	
					401 - 534 50 47 00 - UTILITIES	6,636.18	
					403 - 535 50 47 00 - UTILITIES	2,496.74	
					101 - 542 63 47 00 - UTILITIES	12,412.33	
					101 - 542 64 47 00 - UTILITIES	89.18	
					101 - 542 64 47 00 - UTILITIES	680.23	
					107 - 571 10 47 00 - UTILITIES-AG MUSEUM	493.05	
					001 - 576 80 47 00 - UTILITIES	1,611.83	
7679	12/31/2018	Claims	2	98595	RONALD PHILLIPS	100.00	SAFETY BOOTS REIMBURSEMENT 2018
					001 - 576 80 21 00 - UNIFORMS & EQUIPMENT	100.00	
7680	12/31/2018	Claims	2	98596	PLSA ENGINEERING & SURVEYING	2,255.00	STORMWATER MANAGEMENT DESIGN; AHTANUM ROAD DRAINAGE
					403 - 531 30 41 23 - STORMWATER - ENGINEEI	2,255.00	
7681	12/31/2018	Claims	2	98597	PRECISION METAL WORKS LLC	9,571.96	EXTEND CATWALK AROUND WETWELL
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	9,571.96	
7682	12/31/2018	Claims	2	98598	RWC GROUP	65.96	#2006 & #2007 TRANSMISSION FLUID
					401 - 534 50 31 00 - SUPPLIES	9.89	
					403 - 535 50 31 00 - SUPPLIES	9.89	
					101 - 542 66 31 00 - SUPPLIES	32.98	
					101 - 542 70 31 00 - SUPPLIES	6.60	
					128 - 547 60 31 00 - OFFICE & OPERATING SUP	3.30	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	3.30	
7683	12/31/2018	Claims	2	98599	SIRCHIE FINGER PRINT	60.49	GLOVES
					001 - 521 22 31 00 - PATROL SUPPLIES	60.49	
7684	12/31/2018	Claims	2	98600	SIX ROBBLEES INC	188.86	#3005 WORKLIGHT VALUEFIT 4S, TERMINAL BLUE 16-14; OVERPAYMENT-CREDIT-NOT CITY INVOICE
					401 - 534 50 31 00 - SUPPLIES	19.39	
					403 - 535 50 31 00 - SUPPLIES	19.38	
					101 - 542 30 31 00 - SUPPLIES	19.39	
					001 - 576 80 31 00 - SUPPLIES	135.71	
					001 - 576 80 31 00 - SUPPLIES	-5.01	
7685	12/31/2018	Claims	2	98601	STRIPE RITE	1,970.00	CHRISTMAS PARADE FLAGGING
					132 - 573 94 41 00 - HOLIDAY PARADE PROF S	1,970.00	
7686	12/31/2018	Claims	2	98602	SUPPLYWORKS	27.38	RETURN:HAND BOWL BRUSH;HAND SOAP; HAND SOAP & TOILET PAPER-CIVIC CENTER & PD
					001 - 518 31 31 00 - SUPPLIES	-88.32	
					001 - 518 31 31 00 - SUPPLIES	115.70	
7687	12/31/2018	Claims	2	98603	U.S. LINEN & UNIFORM	517.48	UNIFORM SERVICE; 12/03/18, 12/10/18, 12/17/18, 12/24/18
					401 - 534 50 21 00 - UNIFORMS & EQUIPMENT	132.17	
					403 - 535 50 21 00 - UNIFORMS & EQUIPMENT	132.17	
					402 - 537 50 21 00 - UNIFORMS & EQUIPMENT	56.64	
					101 - 542 30 21 00 - UNIFORMS & EQUIPMENT	132.17	
					001 - 576 80 21 00 - UNIFORMS & EQUIPMENT	64.33	

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7688	12/31/2018	Claims	2	98604	UNION GAP SCHOOL DISTRICT NO. 2	563.90	STEM PROGRAM REIMBURSEMENT
					133 - 571 22 41 33 - SUMMER YOUTH - PROF S'	563.90	
7689	12/31/2018	Claims	2	98605	UNION GAP WATER FUND & SEWER	457.17	CODE ENFORCEMENT-PROPERTY VIOLATION; WATER/SEWER/GARBAGE DEC 2018; PARKS-FINAL BILL
					001 - 521 50 47 00 - PD FACILITIES UTILITIES	75.47	
					001 - 554 30 49 00 - MISCELLANEOUS - ANIMA	241.78	
					001 - 576 80 47 00 - UTILITIES	139.92	
7690	12/31/2018	Claims	2	98606	UNITED PARCEL SERVICE	16.66	SHIPPING DEC 2018
					001 - 521 10 42 00 - PD ADMIN COMMUNICATI	16.66	
7691	12/31/2018	Claims	2	98607	VERELA LEGAL, PLLC	3,600.00	PUBLIC DEFENDER-12/2018
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	3,600.00	
7692	12/31/2018	Claims	2	98608	VERIZON WIRELESS - PD #342054055	932.30	PHONES 11/14-12/13 2018
					001 - 528 80 42 00 - COMMUNICATION	932.30	
7693	12/31/2018	Claims	2	98609	VERIZON WIRELESS - PD2#672326319	895.20	MODEMS 11/14-12/13 2018
					001 - 528 80 42 00 - COMMUNICATION	895.20	
7694	12/31/2018	Claims	2	98610	WA STATE CRIMINAL JUSTICE	750.00	PATROL TACTICS INSTRUCTOR BROWNELL; CONTROL TACTICS LEVEL 1 DT INSTRUCTOR HUNT
					001 - 521 40 49 00 - PD TRAINING MISCELLAN	50.00	
					001 - 521 40 49 00 - PD TRAINING MISCELLAN	700.00	
7695	12/31/2018	Claims	2	98611	WA STATE DEPT OF LICENSING	108.00	CPLS DEC 2018
					001 - 586 00 02 00 - WEAPONS PERMITS FEE	108.00	
7696	12/31/2018	Claims	2	98612	WA STATE DEPT OF TRANSPORTATION	1,312.52	SIGNAL MAINT, REPAIR & ADDITIONS
					101 - 542 64 51 00 - INTERGOVERNMENTAL PF	1,312.52	
7697	12/31/2018	Claims	2	98613	WA STATE PATROL	72.00	BACKGROUND DEC 2018
					001 - 521 10 51 00 - PD ADMIN INTERGOV PRO	72.00	
7698	12/31/2018	Claims	2	98614	WA STATE TREASURER	11,873.97	CJRS-12/2018
					001 - 586 00 01 00 - STATE BUILDING CODE FE	25.00	
					001 - 586 00 04 00 - PSEA 1 STATE SHARE	5,327.80	
					001 - 586 00 05 00 - PSEA 2 STATE SHARE	2,809.05	
					001 - 586 00 06 00 - PSEA 3 STATE SHARE	129.90	
					001 - 586 00 07 00 - CRIME LAB/BREATH ST SH	79.02	
					001 - 586 00 08 00 - JIS STATE SHARE	1,992.72	
					001 - 586 00 09 00 - SCH ZONE SAFETY ST SHA	633.66	
					001 - 586 00 10 00 - TRAUMA CARE STATE SH/	354.53	
					001 - 586 00 13 00 - AUTO THEFT PREVENTION	522.29	
7699	12/31/2018	Claims	2	98615	WASHINGTON TRACTOR	81.08	HANDLE BAR, PRIMER BULBS
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	81.08	
7700	12/31/2018	Claims	2	98616	WILBERT PRECAST	282.92	STORMWATER COVER
					403 - 531 30 48 00 - STORMWATER REPAIRS &	272.41	
					401 - 534 50 49 00 - MISCELLANEOUS	10.51	
7701	12/31/2018	Claims	2	98617	YAKIMA CITY TREASURER	1,378.09	SUPPLIES FOR MOUNTING ANTENNAS

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			001 - 521 50 31 00 - PD FACILITIES SUPPLIES			1,378.09	
7702	12/31/2018	Claims	2	98618	YAKIMA CO DEPT OF CORRECTIONS	45,191.09	INMATE HOUSING AND MEDICAL DEC 2018
			001 - 523 20 51 00 - DETENTION & CORRECTIC			35,075.57	HOUSING
			001 - 523 20 51 00 - DETENTION & CORRECTIC			10,115.52	MEDICAL
7703	12/31/2018	Claims	2	98619	YAKIMA CO PRINTING DEPT	84.64	RECEIPTS/SAFEKEEPING TAGS/PROPERTY SEIZED
			001 - 528 80 31 00 - OFFICE & OPERATING SUP			84.64	
7704	12/31/2018	Claims	2	98620	YAKIMA CO PUBLIC SERVICES	5,034.41	2018 4TH QUARTER FIRE PLAN REVIEW
			001 - 522 10 51 00 - FIRE PROTECTION SERVIC			5,034.41	
7705	12/31/2018	Claims	2	98621	YAKIMA CO PUBLIC SERVICES	847.39	MLK SIDEWALK & SAFE ROUTE; STORMWATER PROG RSPG CITY MATCH; BILL #41 9/1/18 THRU 12/31/18
			403 - 531 30 51 03 - STORMWATER-INTERGOV			1,388.39	
			121 - 595 10 41 40 - SAFE ROUTES TO SCHOOL			-541.00	
7706	12/31/2018	Claims	2	98622	YAKIMA CO PUBLIC SERVICES	156.40	GARBAGE: 2.16 TONS & 2.44 TONS ON 12.14.18
			402 - 537 50 49 00 - MISCELLANEOUS			156.40	
7707	12/31/2018	Claims	2	98623	YAKIMA CO TREAS PROSECUTING	182.44	CVC-12/2018
			001 - 586 00 03 00 - CRIME VICTIMS COMP CN'			182.44	
7708	12/31/2018	Claims	2	98624	YAKIMA COOPERATIVE ASSN	1,779.90	BULK PROPANE; AB & BARN; DECEMBER 2018
			001 - 576 80 32 00 - FUEL			1,779.90	
7709	12/31/2018	Claims	2	98625	YAKIMA VALLEY CONFERENCE	2,678.98	UG TECHNICAL ASSISTANCE CONTRACT- 12/18
			001 - 558 60 51 00 - INTERGOVERNMENTAL PF			2,678.98	
7710	12/31/2018	Claims	2	98626	YAKIMA VALLEY TOURISM	3,188.71	FACEBOOK ADVERTISING-10/18 & 11/18; OUTDOOR NW 1/2 PAGE AD-11/2018
			108 - 557 30 44 08 - YAK VALLEY TOURISM-AI			3,188.71	
7711	12/31/2018	Claims	2	98627	YAKIMA WASTE SYSTEMS INC	1,001.40	WASTE-12/01/2018-12/31/2018
			402 - 537 60 49 00 - CONTRACTED SERVICES			1,001.40	
			001 Current Expense Fund			91,817.75	
			101 Street Fund			30,385.67	
			106 Parks & Recreation Fund			2,719.57	
			107 Convention Center Reserve Fund			9,682.70	
			108 Tourism Promotion Area Fund			3,188.71	
			121 Street Development Reserve Fund			7,805.01	
			124 Infrastructure Reserve Fund			7,159.34	
			128 Transit System Fund			34,159.93	
			132 Community Events Fund			3,264.46	
			133 Marijuana Excise Tax Fund			563.90	
			170 Housing Rehabilitation Fund			90.00	
			304 VMB Improvement Fund			2,121.36	
			401 Water Fund			27,357.09	
			402 Garbage Fund			2,368.59	



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	403 Sewer Fund				75,891.27	
					<u>298,575.35</u>	Claims: 298,575.35



## City Council Communication

**Meeting Date:** January 28, 2019  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers – January 28, 2019

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**SYNOPSIS:** Claim Vouchers Dated January 28, 2019

**RECOMMENDATION:** Request Council to approve EFTs and Voucher No. 98435 through 98450 and Voucher Nos. 98628 through 98675 in the amount of \$387,794.10

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

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

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13	01/07/2019	Claims	2	EFT	XPRESS BILL PAY		ONLINE PAYMENTS FEE - 12/2018 - Voided
66	01/14/2019	Claims	2	EFT	WA STATE DEPT OF REVENUE		WRONG YEAR
91	01/14/2019	Claims	2	EFT	US BANK CARDMEMBER SVC		Wrong Year
243	01/28/2019	Claims	2	EFT	US BANK CARDMEMBER SVC	162.29	REIMBURSED CHARGE
273	01/28/2019	Claims	2	EFT	INTEGRA TELECOM	1,853.52	FIRE
274	01/28/2019	Claims	2	EFT	OFFICE DEPOT-CITY HALL	925.58	DEPT-01/03/2019-02/02/2019 INK CTG'S, POST ITS, TABS & STAPLER; PLANNER DLY DIARY; CORD UNTANGLER & DIRECTOR PRINTER INK; COLOR FOLDER(COUNCIL); TAPE DISPENSER; HNG FOLDERS;FILE FOLDERS & 2" BINDERS; BOOK BINDER; RETURN BOOK B
275	01/28/2019	Claims	2	EFT	WELLS FARGO VENDOR FIN SERV	697.07	TASKALFA 605CI-12/21/2018-01/20/2019
20	01/03/2019	Claims	2	98435	LONNIE R. ELLIS	1,082.00	MATERIALS FOR 1 CEILING CLOUD
22	01/03/2019	Claims	2	98436	RYAN BONSEN	1,050.00	UNIFORM ALLOWANCE - 2019
23	01/03/2019	Claims	2	98437	JABAN R BROWNELL	1,050.00	UNIFORM ALLOWANCE - 2019
24	01/03/2019	Claims	2	98438	ERICK MICHAEL DELP	1,050.00	UNIFORM ALLOWANCE - 2019
25	01/03/2019	Claims	2	98439	DAMON A DUNSMORE	1,050.00	UNIFORM ALLOWANCE - 2019
26	01/03/2019	Claims	2	98440	JARED S HUNT	1,050.00	UNIFORM ALLOWANCE - 2019
27	01/03/2019	Claims	2	98441	SHAWN R JAMES	1,050.00	UNIFORM ALLOWANCE - 2019
28	01/03/2019	Claims	2	98442	RUDY M JIMENEZ	1,050.00	UNIFORM ALLOWANCE - 2019
29	01/03/2019	Claims	2	98443	CHASE KELLOGG	1,050.00	UNIFORM ALLOWANCE - 2019
30	01/03/2019	Claims	2	98444	ALBA L LEVESQUE	1,050.00	UNIFORM ALLOWANCE - 2019
31	01/03/2019	Claims	2	98445	HECTOR A RIVERA	1,050.00	UNIFORM ALLOWANCE - 2019
32	01/03/2019	Claims	2	98446	PAUL K SANDERS	1,050.00	UNIFORM ALLOWANCE - 2019
33	01/03/2019	Claims	2	98447	CURTIS J SANTUCCI	1,050.00	UNIFORM ALLOWANCE - 2019
34	01/03/2019	Claims	2	98448	ERIC B TURLEY	1,050.00	UNIFORM ALLOWANCE - 2019
35	01/03/2019	Claims	2	98449	JOSEPH VANICEK	1,050.00	UNIFORM ALLOWANCE - 2019
36	01/03/2019	Claims	2	98450	TERRYL D WAY	1,050.00	UNIFORM ALLOWANCE - 2019
276	01/28/2019	Claims	2	98628	AMERICAN WATER WORKS ASSN	355.00	MEMBERSHIP DUES; 03/01/19 THRU 02/29/20
277	01/28/2019	Claims	2	98629	AMERIFUEL	1,736.86	FUEL JAN 1-15 2019
278	01/28/2019	Claims	2	98630	ASSOCIATION OF WA CITIES	4,843.00	2019 AWC CITY MEMBERSHIP; 2019 DRUG & ALCOHOL CONSORTIUM
279	01/28/2019	Claims	2	98631	AZTECA TIRES & WHEELS	248.63	2 NEW TIRES FOR FORD ESCAPE- J.CAVANAUGH
280	01/28/2019	Claims	2	98632	BIAS SOFTWARE	15,599.66	2019 ANNUAL SUPPORT
281	01/28/2019	Claims	2	98633	CASCADE VALLEY LUBE	70.74	#1017 FULL SERVICE

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282	01/28/2019	Claims	2	98634	CENTRAL PRE-MIX CONCRETE CO.	13,578.93	YOUTH PARK IMPROVEMENTS; RCO GRANT
283	01/28/2019	Claims	2	98635	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES-01/2019
284	01/28/2019	Claims	2	98636	CINTAS CORP #605	308.98	SR CENTER MOP & MAT SVC-2019; CIVIC CENTER & PD - MAT SVC
285	01/28/2019	Claims	2	98637	CLASSIC PRINTING INC	115.77	UB DELQ DOOR HANGERS
286	01/28/2019	Claims	2	98638	CORE & MAIN LP	3,069.94	NEPTUNE N-SIGHT ANNUAL MAINTENANCE
287	01/28/2019	Claims	2	98639	DEXYP	310.33	PARK AD -01/01/2019-01/31/2019
288	01/28/2019	Claims	2	98640	DOOLEY ENTERPRISES INC	5,434.07	AMMO
289	01/28/2019	Claims	2	98641	EVIE'S CATERING INC.	743.34	ALL CITY STAFF MEETING BREAKFAST
290	01/28/2019	Claims	2	98642	FRANK'S TIRE FACTORY	483.98	#2007 TIRE & BALANCE
291	01/28/2019	Claims	2	98643	GENE WEINMANN CONSULTING	200.54	CDBG REHAB COORDINATOR-01/2019
292	01/28/2019	Claims	2	98644	GOV FINANCE OFFICERS ASSOC.	170.00	2019 MEMBERSHIP - KCLIFTON
293	01/28/2019	Claims	2	98645	ICMA RETIREMENT CORP.	250.00	ANNUAL PLAN FEE - 01/01/2019-03/31/2019
294	01/28/2019	Claims	2	98646	KELLEY IMAGING SYSTEMS INC	176.99	TONER FOR PLOTTER
295	01/28/2019	Claims	2	98647	LAW OFFICE OF DANIEL POLAGE	1,500.00	PUBLIC DEFENDER SVC
296	01/28/2019	Claims	2	98648	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY-01/2019
297	01/28/2019	Claims	2	98649	LOWES COMPANY INC	361.60	FENCE POSTS AND CABLE TIES; CONTRACTOR BAGS; AUTOMATIC OPTICAL LEV
298	01/28/2019	Claims	2	98650	MUNICIPAL CODE CORPORATION	975.00	ONLINE CODE HOSTING-12/01/2018-11/30/20 19; ADMINISTRATIVE SUPPORT FEE - 2019
299	01/28/2019	Claims	2	98651	ROBERT R NORTHCOTT	1,595.00	PUBLIC DEFENDER-01/02/2019-01/07/2 019; PUBLIC DEFENDER-01/09/2019-1/22/20 19
300	01/28/2019	Claims	2	98652	OFFICE SOLUTIONS NORTHWEST	312.66	MSG PHONE BOOK; RUBBER BANDS; INK CTG'S; STAMP(EMAIL) & BINDERS; SIGN HERE FLAGS; TAPE DISPENSER; POST-IT NOTES
301	01/28/2019	Claims	2	98653	PACIFIC POWER	1,454.40	CIVIC CENTER-01/2019
302	01/28/2019	Claims	2	98654	PETTY CASH	29.62	MISC RECEIPTS - 01/2019
303	01/28/2019	Claims	2	98655	REPUBLIC PUBLISHING CO	2,510.69	CIVIC CENTER SUBSCRIPTION 2019; NTC OF 2019 MEETING/2019 MEETING DATES; 2019 SMALL WORKS ROSTER AD
304	01/28/2019	Claims	2	98656	EDGAR & KRISTINA ROSAS	16.51	OVERPAYMENT REFUND
305	01/28/2019	Claims	2	98657	GIDEON SCHWARTZ	23.21	Refund Utility Deposit
306	01/28/2019	Claims	2	98658	CITY OF BENTON CITY SCWMCA	50.00	2019 MEMBERSHIP RENEWAL
307	01/28/2019	Claims	2	98659	SIX ROBBLEES INC	227.90	LED BEACON PULSE 12-2

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308	01/28/2019	Claims	2	98660	SIX ROBBLEES	59.89	FLASH TUBE 6500
309	01/28/2019	Claims	2	98661	PABLO SUAREZ	56.55	Refund Utility Deposit
310	01/28/2019	Claims	2	98662	TRANS-ACTION	250.00	TRANS-ACTION DUES STRUCTURE 2019
311	01/28/2019	Claims	2	98663	TRUE LAW GROUP, PS	2,590.00	PUBLIC DEFENDER
312	01/28/2019	Claims	2	98664	UNITED STATES POSTMASTER	777.68	UB POSTAGE-01/2019
313	01/28/2019	Claims	2	98665	UNUM LIFE INSURANCE	111.30	LEOFF 1 LONG TERM CARE-01/01/2019-01/31/2019
314	01/28/2019	Claims	2	98666	UPPER YAKIMA VALLEY UTILITY	120.00	2019 ANNUAL DUES; YAKIMA & KITTITAS COUNTIES UTILITY COORDINATING COUNCIL
315	01/28/2019	Claims	2	98667	VERELA LEGAL, PLLC	1,125.00	PUBLIC DEFENDER-01/2019
316	01/28/2019	Claims	2	98668	WA CITIES INS. AUTHORITY	242,267.00	2019 LIABILITY AND /OR PROGRAM ASSESSMENT
317	01/28/2019	Claims	2	98669	WA STATE DEPT OF ENTERPRISE SVC	400.00	ADMIN FEE 2019
318	01/28/2019	Claims	2	98670	YAKIMA CO AUDITOR	75.00	UTILITY LIEN; UTILITY LIEN
319	01/28/2019	Claims	2	98671	YAKIMA REG.CLEAN AIR AUTHORITY	2,488.00	2019 PRO RATA SHARE
320	01/28/2019	Claims	2	98672	YAKIMA VALLEY CONFERENCE	5,934.00	2019 ASSESSMENT
321	01/28/2019	Claims	2	98673	YAKIMA VALLEY LIBRARIES	30,030.00	2019 CONTRACT LIBRARY SERVICE
322	01/28/2019	Claims	2	98674	YAKIMA VALLEY OFFICE	5,736.20	ANNUAL EMERGENCY MANAGEMENT PER CAPITA ASSESSMENT
323	01/28/2019	Claims	2	98675	YAKIMA VALLEY TOURISM	1,966.67	WA TOURSIM ALLIANCE MEMBERSHIP-2019 & 1889 MAGAZINE AD-FEB/MAR 2019
001 Current Expense Fund						249,859.20	
101 Street Fund						15,832.35	
106 Parks & Recreation Fund						13,578.93	
108 Tourism Promotion Area Fund						4,049.67	
128 Transit System Fund						55.47	
170 Housing Rehabilitation Fund						200.54	
401 Water Fund						44,909.21	
402 Garbage Fund						23,053.26	
403 Sewer Fund						36,175.71	
414 Water Deposits						79.76	
						387,794.10	Claims: 387,794.10
						387,794.10	

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13	01/07/2019	Claims	2	EFT	XPRESS BILL PAY		ONLINE PAYMENTS FEE - 12/2018 - Voided
66	01/14/2019	Claims	2	EFT	WA STATE DEPT OF REVENUE		WRONG YEAR
91	01/14/2019	Claims	2	EFT	US BANK CARDMEMBER SVC		Wrong Year
243	01/28/2019	Claims	2	EFT	US BANK CARDMEMBER SVC	162.29	REIMBURSED CHARGE
			001 - 522 10 49 00 - MISCELLANEOUS			162.29	
273	01/28/2019	Claims	2	EFT	INTEGRA TELECOM	1,853.52	FIRE DEPT-01/03/2019-02/02/2019
			001 - 518 20 42 00 - COMMUNICATION			1,853.52	
274	01/28/2019	Claims	2	EFT	OFFICE DEPOT-CITY HALL	925.58	INK CTG'S, POST IT'S, TABS & STAPLER; PLANNER DLY DIARY; CORD UNTANGLER & DIRECTOR PRINTER INK; COLOR FOLDER(COUNCIL); TAPE DISPENSER; HNG FOLDERS;FILE FOLDERS & 2" BINDERS; BOOK BINDER; RETURN BOOK B
			001 - 511 60 31 01 - SUPPLIES			6.33	
			001 - 513 10 31 00 - SUPPLIES			29.97	
			001 - 513 10 31 00 - SUPPLIES			-14.04	
			001 - 513 10 31 00 - SUPPLIES			89.91	
			001 - 514 23 31 00 - SUPPLIES			108.40	
			001 - 514 23 31 00 - SUPPLIES			5.96	
			001 - 514 23 31 00 - SUPPLIES			8.02	
			001 - 514 23 31 00 - SUPPLIES			-8.02	
			001 - 514 23 31 00 - SUPPLIES			44.86	
			001 - 514 23 31 00 - SUPPLIES			16.91	
			001 - 514 30 31 00 - SUPPLIES			108.40	
			001 - 514 30 31 00 - SUPPLIES			5.97	
			001 - 514 30 31 00 - SUPPLIES			44.85	
			001 - 514 30 31 00 - SUPPLIES			16.91	
			001 - 524 20 31 00 - SUPPLIES			13.82	
			401 - 534 50 31 00 - SUPPLIES			103.45	
			401 - 534 50 31 00 - SUPPLIES			6.60	
			403 - 535 50 31 00 - SUPPLIES			6.60	
			402 - 537 50 31 00 - SUPPLIES			64.54	
			402 - 537 50 31 00 - SUPPLIES			6.60	
			101 - 542 30 31 00 - SUPPLIES			64.54	
			101 - 542 30 31 00 - SUPPLIES			6.61	
			001 - 558 60 31 00 - SUPPLIES			13.81	
			001 - 576 80 31 00 - SUPPLIES			64.53	
			001 - 576 80 31 00 - SUPPLIES			103.44	
			001 - 576 80 31 00 - SUPPLIES			6.61	
275	01/28/2019	Claims	2	EFT	WELLS FARGO VENDOR FIN SERV	697.07	TASKALFA 605CI-12/21/2018-01/20/2019
			001 - 511 60 45 00 - OPERATING RENTALS & LJ			26.33	
			001 - 513 10 45 00 - OPERATING RENTALS & LJ			14.63	
			001 - 514 23 45 00 - OPERATING RENTALS & LJ			187.42	
			001 - 514 30 45 00 - OPERATING RENTALS & LJ			178.58	
			001 - 517 91 45 00 - OPERATING RENTALS & LJ			0.19	
			001 - 521 10 45 00 - PD ADMIN RENTALS & LEA			2.63	
			001 - 524 20 45 00 - OPERATING RENTALS & LJ			47.66	
			401 - 534 50 45 00 - OPERATING RENTALS & LJ			56.27	
			403 - 535 50 45 00 - OPERATING RENTALS & LJ			62.28	
			402 - 537 50 45 00 - OPERATING RENTALS & LJ			56.27	
			101 - 543 30 45 00 - OPERATING RENTALS & LJ			43.14	
			001 - 558 60 45 00 - OPERATING RENTALS & LJ			13.47	

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			001 - 571 21 45 00		- OPERATING RENTALS & LI	0.04	
			001 - 576 80 45 00		- OPERATING RENTALS & LI	8.16	
20	01/03/2019	Claims	2	98435	LONNIE R. ELLIS	1,082.00	MATERIALS FOR 1 CEILING CLOUD
			001 - 518 20 48 00		- REPAIRS & MAINTENANCE	1,082.00	
22	01/03/2019	Claims	2	98436	RYAN BONSEN	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	1,050.00	
23	01/03/2019	Claims	2	98437	JABAN R BROWNELL	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	1,050.00	
24	01/03/2019	Claims	2	98438	ERICK MICHAEL DELP	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 21 21 01		- LEAD TASK FORCE UNIFOI	1,050.00	
25	01/03/2019	Claims	2	98439	DAMON A DUNSMORE	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	1,050.00	
26	01/03/2019	Claims	2	98440	JARED S HUNT	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	1,050.00	
27	01/03/2019	Claims	2	98441	SHAWN R JAMES	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 21 21 00		- INVESTIGATION UNIFORM	1,050.00	
28	01/03/2019	Claims	2	98442	RUDY M JIMENEZ	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	1,050.00	
29	01/03/2019	Claims	2	98443	CHASE KELLOGG	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	1,050.00	
30	01/03/2019	Claims	2	98444	ALBA L LEVESQUE	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	1,050.00	
31	01/03/2019	Claims	2	98445	HECTOR A RIVERA	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	1,050.00	
32	01/03/2019	Claims	2	98446	PAUL K SANDERS	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	1,050.00	
33	01/03/2019	Claims	2	98447	CURTIS J SANTUCCI	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 21 21 00		- INVESTIGATION UNIFORM	1,050.00	
34	01/03/2019	Claims	2	98448	ERIC B TURLEY	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	1,050.00	
35	01/03/2019	Claims	2	98449	JOSEPH VANICEK	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	1,050.00	
36	01/03/2019	Claims	2	98450	TERRYL D WAY	1,050.00	UNIFORM ALLOWANCE - 2019
			001 - 521 22 21 00		- PATROL UNIFORMS & EQU	1,050.00	
276	01/28/2019	Claims	2	98628	AMERICAN WATER WORKS ASSN	355.00	MEMBERSHIP DUES; 03/01/19 THRU 02/29/20
			401 - 534 50 49 00		- MISCELLANEOUS	355.00	
277	01/28/2019	Claims	2	98629	AMERIFUEL	1,736.86	FUEL JAN 1-15 2019
			001 - 521 10 32 00		- PD ADMIN FUEL	150.39	
			001 - 521 10 49 00		- PD ADMIN MISCELLANEOI	58.42	
			001 - 521 21 32 00		- INVESTIGATION FUEL	87.61	
			001 - 521 21 32 01		- LEAD TASK FORCE - FUEL	143.65	
			001 - 521 22 32 00		- PATROL FUEL	1,190.26	
			001 - 554 30 32 00		- FUEL - ANIMAL CONTROL	106.53	
278	01/28/2019	Claims	2	98630	ASSOCIATION OF WA CITIES	4,843.00	2019 AWC CITY MEMBERSHIP; 2019 DRUG & ALCOHOL CONSORTIUM
			001 - 511 60 49 00		- MISCELLANEOUS	4,038.00	

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			401 - 534 50 49 00 -		MISCELLANEOUS	201.25	
			403 - 535 50 49 00 -		MISCELLANEOUS	201.25	
			402 - 537 50 49 00 -		MISCELLANEOUS	201.25	
			001 - 576 80 49 00 -		MISCELLANEOUS	201.25	
279	01/28/2019	Claims	2	98631	AZTECA TIRES & WHEELS	248.63	2 NEW TIRES FOR FORD ESCAPE- J.CAVANAUGH
			001 - 524 20 48 00 -		REPAIRS & MAINTENANCE	124.32	
			001 - 558 60 48 00 -		REPAIRS & MAINTENANCE	124.31	
280	01/28/2019	Claims	2	98632	BIAS SOFTWARE	15,599.66	2019 ANNUAL SUPPORT
			001 - 518 88 51 01 -		BIAS ANNUAL SUPPORT	15,599.66	
281	01/28/2019	Claims	2	98633	CASCADE VALLEY LUBE	70.74	#1017 FULL SERVICE
			403 - 531 30 48 00 -		STORMWATER REPAIRS &	3.54	
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	17.69	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	14.15	
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	7.07	
			101 - 542 66 48 00 -		REPAIRS & MAINTENANCE	3.54	
			101 - 542 67 48 00 -		REPAIRS & MAINTENANCE	3.54	
			101 - 542 70 48 00 -		REPAIRS & MAINTENANCE	3.54	
			101 - 543 30 48 00 -		REPAIRS & MAINTENANCE	3.52	
			128 - 547 60 48 00 -		REPAIRS & MAINTENANCE	3.54	
			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	10.61	
282	01/28/2019	Claims	2	98634	CENTRAL PRE-MIX CONCRETE CO.	13,578.93	YOUTH PARK IMPROVEMENTS; RCO GRANT
			106 - 594 76 62 01 -		IMPROVEMENTS-RCO-YP	13,578.93	
283	01/28/2019	Claims	2	98635	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES-01/2019
			108 - 557 30 44 01 -		STATE FAIR PARK SALES I	2,083.00	
284	01/28/2019	Claims	2	98636	CINTAS CORP #605	308.98	SR CENTER MOP & MAT SVC-2019; CIVIC CENTER & PD - MAT SVC
			001 - 518 31 45 00 -		OPERATING RENTALS & LJ	86.70	
			001 - 521 50 45 00 -		PD FACILITIES OPERATION	94.04	
			001 - 571 21 45 00 -		OPERATING RENTALS & LJ	128.24	
285	01/28/2019	Claims	2	98637	CLASSIC PRINTING INC	115.77	UB DELQ DOOR HANGERS
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	38.59	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	38.59	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	38.59	
286	01/28/2019	Claims	2	98638	CORE & MAIN LP	3,069.94	NEPTUNE N-SIGHT ANNUAL MAINTENANCE
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	3,069.94	
287	01/28/2019	Claims	2	98639	DEXYP	310.33	PARK AD -01/01/2019-01/31/2019
			001 - 576 80 44 00 -		ADVERTISING	301.05	
			001 - 576 80 49 00 -		MISCELLANEOUS	9.28	
288	01/28/2019	Claims	2	98640	DOOLEY ENTERPRISES	5,434.07	AMMO
			001 - 521 40 31 00 -		PS TRAINING SUPPLIES	5,434.07	
289	01/28/2019	Claims	2	98641	EVIE'S CATERING INC.	743.34	ALL CITY STAFF MEETING BREAKFAST
			001 - 514 23 49 00 -		MISCELLANEOUS	92.92	
			001 - 514 30 49 00 -		MISCELLANEOUS	92.92	
			001 - 517 91 49 00 -		MISCELLANEOUS	92.92	
			001 - 521 10 49 00 -		PD ADMIN MISCELLANEOUS	92.92	
			401 - 534 50 49 00 -		MISCELLANEOUS	92.92	
			403 - 535 50 49 00 -		MISCELLANEOUS	92.92	
			402 - 537 50 49 00 -		MISCELLANEOUS	92.91	
			101 - 542 30 49 00 -		MISCELLANEOUS	92.91	
290	01/28/2019	Claims	2	98642	FRANK'S TIRE FACTORY	483.98	#2007 TIRE & BALANCE



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			401 - 534 50 48 00		REPAIRS & MAINTENANCE	72.60	
			403 - 535 50 48 00		REPAIRS & MAINTENANCE	72.60	
			101 - 542 66 48 00		REPAIRS & MAINTENANCE	241.99	
			101 - 542 70 48 00		REPAIRS & MAINTENANCE	48.40	
			128 - 547 60 48 00		REPAIRS & MAINTENANCE	24.19	
			001 - 576 80 48 00		REPAIRS & MAINTENANCE	24.20	
<b>291</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98643</b>	<b>GENE WEINMANN CONSULTING</b>	<b>200.54</b>	<b>CDBG REHAB COORDINATOR-01/2019</b>
			170 - 559 30 31 00		SUPPLIES	65.54	
			170 - 559 30 41 01		PROFESSIONAL SERVICES	135.00	
<b>292</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98644</b>	<b>GOV FINANCE OFFICERS ASSOC.</b>	<b>170.00</b>	<b>2019 MEMBERSHIP - KCLIFTON</b>
			001 - 514 23 49 00		MISCELLANEOUS	170.00	
<b>293</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98645</b>	<b>ICMA RETIREMENT CORP.</b>	<b>250.00</b>	<b>ANNUAL PLAN FEE - 01/01/2019-03/31/2019</b>
			001 - 513 10 49 01		MISCELLANEOUS	250.00	
<b>294</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98646</b>	<b>KELLEY IMAGING SYSTEMS INC</b>	<b>176.99</b>	<b>TONER FOR PLOTTER</b>
			001 - 524 20 31 00		SUPPLIES	44.25	
			401 - 534 50 31 00		SUPPLIES	44.25	
			403 - 535 50 31 00		SUPPLIES	44.25	
			001 - 558 60 31 00		SUPPLIES	44.24	
<b>295</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98647</b>	<b>LAW OFFICE OF DANIEL POLAGE</b>	<b>1,500.00</b>	<b>PUBLIC DEFENDER SVC</b>
			001 - 515 91 41 03		LEGAL SERVICES-PUBLIC	1,500.00	
<b>296</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98648</b>	<b>LAW OFFICES OF MARGITA DORNAY</b>	<b>14,500.00</b>	<b>PROSECUTING ATTORNEY-01/2019</b>
			001 - 515 30 41 02		LEGAL SERVICES - PROS. /	14,500.00	
<b>297</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98649</b>	<b>LOWES COMPANY INC</b>	<b>361.60</b>	<b>FENCE POSTS AND CABLE TIES; CONTRACTOR BAGS; AUTOMATIC OPTICAL LEV</b>
			001 - 524 20 31 00		SUPPLIES	13.78	
			403 - 531 30 31 00		STORMWATER - SUPPLIES	307.34	
			402 - 537 50 31 00		SUPPLIES	13.35	
			128 - 547 60 31 00		OFFICE & OPERATING SUP	13.36	
			001 - 558 60 31 00		SUPPLIES	13.77	
<b>298</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98650</b>	<b>MUNICIPAL CODE CORPORATION</b>	<b>975.00</b>	<b>ONLINE CODE HOSTING-12/01/2018-11/30/2019; ADMINISTRATIVE SUPPORT FEE - 2019</b>
			001 - 511 60 49 00		MISCELLANEOUS	63.64	
			001 - 511 60 49 00		MISCELLANEOUS	25.00	
			001 - 513 10 49 01		MISCELLANEOUS	63.64	
			001 - 513 10 49 01		MISCELLANEOUS	25.00	
			001 - 514 23 49 00		MISCELLANEOUS	63.64	
			001 - 514 23 49 00		MISCELLANEOUS	25.00	
			001 - 514 30 49 00		MISCELLANEOUS	63.64	
			001 - 514 30 49 00		MISCELLANEOUS	25.00	
			001 - 518 88 49 00		MISCELLANEOUS	63.64	
			001 - 518 88 49 00		MISCELLANEOUS	25.00	
			001 - 524 20 49 00		MISCELLANEOUS	63.64	
			001 - 524 20 49 00		MISCELLANEOUS	25.00	
			401 - 534 50 49 00		MISCELLANEOUS	63.64	
			401 - 534 50 49 00		MISCELLANEOUS	25.00	
			403 - 535 50 49 00		MISCELLANEOUS	63.64	
			403 - 535 50 49 00		MISCELLANEOUS	25.00	
			402 - 537 50 49 00		MISCELLANEOUS	63.64	

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			402 - 537 50 49 00 -		MISCELLANEOUS	25.00	
			101 - 543 30 49 00 -		MISCELLANEOUS	63.64	
			101 - 543 30 49 00 -		MISCELLANEOUS	25.00	
			001 - 558 60 49 00 -		MISCELLANEOUS	63.60	
			001 - 558 60 49 00 -		MISCELLANEOUS	25.00	
<b>299</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98651</b>	<b>ROBERT R NORTHCOTT</b>	<b>1,595.00</b>	<b>PUBLIC DEFENDER-01/02/2019-01/07/2019; PUBLIC DEFENDER-01/09/2019-1/22/2019</b>
			001 - 515 91 41 03 -		LEGAL SERVICES-PUBLIC	870.00	
			001 - 515 91 41 03 -		LEGAL SERVICES-PUBLIC	725.00	
<b>300</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98652</b>	<b>OFFICE SOLUTIONS NORTHWEST</b>	<b>312.66</b>	<b>MSG PHONE BOOK; RUBBER BANDS; INK CTG'S; STAMP(EMAIL) &amp; BINDERS; SIGN HERE FLAGS; TAPE DISPENSER; POST-IT NOTES</b>
			001 - 514 23 31 00 -		SUPPLIES	4.32	
			001 - 514 23 31 00 -		SUPPLIES	19.77	
			001 - 514 30 31 00 -		SUPPLIES	4.32	
			001 - 514 30 31 00 -		SUPPLIES	19.77	
			401 - 534 50 31 00 -		SUPPLIES	7.20	
			401 - 534 50 31 00 -		SUPPLIES	80.96	
			403 - 535 50 31 00 -		SUPPLIES	7.20	
			403 - 535 50 31 00 -		SUPPLIES	80.96	
			402 - 537 50 31 00 -		SUPPLIES	7.20	
			402 - 537 50 31 00 -		SUPPLIES	80.96	
<b>301</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98653</b>	<b>PACIFIC POWER</b>	<b>1,454.40</b>	<b>CIVIC CENTER-01/2019</b>
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	1,454.40	
<b>302</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98654</b>	<b>PETTY CASH</b>	<b>29.62</b>	<b>MISC RECEIPTS - 01/2019</b>
			001 - 511 60 31 01 -		SUPPLIES	3.23	
			001 - 514 23 31 00 -		SUPPLIES	7.30	
			001 - 514 30 31 00 -		SUPPLIES	7.30	
			001 - 518 31 31 00 -		SUPPLIES	10.79	
			001 - 524 20 42 00 -		COMMUNICATION	0.50	
			001 - 558 60 42 00 -		COMMUNICATION	0.50	
<b>303</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98655</b>	<b>REPUBLIC PUBLISHING CO</b>	<b>2,510.69</b>	<b>CIVIC CENTER SUBSCRIPTION 2019; NTC OF 2019 MEETING/2019 MEETING DATES; 2019 SMALL WORKS ROSTER AD</b>
			001 - 511 60 44 01 -		ADVERTISING	2,098.40	
			001 - 511 60 49 00 -		MISCELLANEOUS	203.40	
			401 - 534 50 44 00 -		ADVERTISING	52.22	
			403 - 535 50 44 00 -		ADVERTISING	52.22	
			402 - 537 50 44 00 -		ADVERTISING	52.22	
			101 - 543 30 44 00 -		ADVERTISING	52.23	
<b>304</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98656</b>	<b>EDGAR &amp; KRISTINA ROSAS</b>	<b>16.51</b>	<b>OVERPAYMENT REFUND</b>
			402 - 589 10 04 02 -		210-10	16.51	
<b>305</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98657</b>	<b>GIDEON SCHWARTZ</b>	<b>23.21</b>	<b>Refund Utility Deposit</b>
			414 - 586 00 04 14 -		DEPOSIT REFUND	23.21	Refund Utility Deposit
<b>306</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98658</b>	<b>CITY OF BENTON CITY SCWMCA</b>	<b>50.00</b>	<b>2019 MEMBERSHIP RENEWAL</b>
			001 - 514 30 49 00 -		MISCELLANEOUS	50.00	
<b>307</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98659</b>	<b>SIX ROBBLEES INC</b>	<b>227.90</b>	<b>LED BEACON PULSE 12-2</b>
			401 - 534 50 31 00 -		SUPPLIES	34.19	
			403 - 535 50 31 00 -		SUPPLIES	34.19	
			101 - 542 66 31 00 -		SUPPLIES	113.95	
			101 - 542 70 31 00 -		SUPPLIES	22.79	

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			128 - 547 60 31 00		OFFICE & OPERATING SUP	11.38	
			001 - 576 80 31 00		SUPPLIES	11.40	
<b>308</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98660</b>	<b>SIX ROBBLEES</b>	<b>59.89</b>	<b>FLASH TUBE 6500</b>
			401 - 534 50 48 00		REPAIRS & MAINTENANCE	8.98	
			403 - 535 50 48 00		REPAIRS & MAINTENANCE	8.98	
			101 - 542 66 48 00		REPAIRS & MAINTENANCE	29.95	
			101 - 542 70 48 00		REPAIRS & MAINTENANCE	5.99	
			128 - 547 60 48 00		REPAIRS & MAINTENANCE	3.00	
			001 - 576 80 48 00		REPAIRS & MAINTENANCE	2.99	
<b>309</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98661</b>	<b>PABLO SUAREZ</b>	<b>56.55</b>	<b>Refund Utility Deposit</b>
			414 - 586 00 04 14		DEPOSIT REFUND	56.55	Refund Utility Deposit
<b>310</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98662</b>	<b>TRANS-ACTION</b>	<b>250.00</b>	<b>TRANS-ACTION DUES STRUCTURE 2019</b>
			001 - 511 60 49 00		MISCELLANEOUS	250.00	
<b>311</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98663</b>	<b>TRUE LAW GROUP, PS</b>	<b>2,590.00</b>	<b>PUBLIC DEFENDER</b>
			001 - 515 91 41 03		LEGAL SERVICES-PUBLIC	2,590.00	
<b>312</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98664</b>	<b>UNITED STATES POSTMASTER</b>	<b>777.68</b>	<b>UB POSTAGE-01/2019</b>
			401 - 534 50 42 00		COMMUNICATION	259.23	
			401 - 534 50 42 00		COMMUNICATION	259.23	
			402 - 537 50 42 00		COMMUNICATION	259.22	
<b>313</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98665</b>	<b>UNUM LIFE INSURANCE</b>	<b>111.30</b>	<b>LEOFF 1 LONG TERM CARE-01/01/2019-01/31/2019</b>
			001 - 521 10 22 00		LEOFF 1 BENEFITS	111.30	
<b>314</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98666</b>	<b>UPPER YAKIMA VALLEY UTILITY</b>	<b>120.00</b>	<b>2019 ANNUAL DUES; YAKIMA &amp; KITITAS COUNTIES UTILITY COORDINATING COUNCIL</b>
			401 - 534 50 49 00		MISCELLANEOUS	60.00	
			403 - 535 50 49 00		MISCELLANEOUS	60.00	
<b>315</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98667</b>	<b>VERELA LEGAL, PLLC</b>	<b>1,125.00</b>	<b>PUBLIC DEFENDER-01/2019</b>
			001 - 515 91 41 03		LEGAL SERVICES-PUBLIC	1,125.00	
<b>316</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98668</b>	<b>WA CITIES INS. AUTHORITY</b>	<b>242,267.00</b>	<b>2019 LIABILITY AND /OR PROGRAM ASSESSMENT</b>
			001 - 511 60 46 01		INSURANCE	3,000.00	
			001 - 513 10 46 00		INSURANCE	4,000.00	
			001 - 514 23 46 00		INSURANCE	12,000.00	
			001 - 518 20 46 00		INSURANCE	50,267.00	
			001 - 518 31 46 00		INSURANCE	1,500.00	
			001 - 521 10 46 00		PD ADMIN INSURANCE	46,000.00	
			001 - 524 20 46 00		INSURANCE	5,000.00	
			401 - 534 50 46 00		INSURANCE	40,000.00	
			403 - 535 50 46 00		INSURANCE	35,000.00	
			402 - 537 50 46 00		INSURANCE	22,000.00	
			101 - 543 30 46 00		INSURANCE	15,000.00	
			001 - 558 60 46 00		INSURANCE	1,700.00	
			001 - 576 80 46 00		INSURANCE	6,800.00	
<b>317</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98669</b>	<b>WA STATE DEPT OF ENTERPRISE SVC</b>	<b>400.00</b>	<b>ADMIN FEE 2019</b>
			001 - 521 10 51 00		PD ADMIN INTERGOV PRO	400.00	
<b>318</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98670</b>	<b>YAKIMA CO AUDITOR</b>	<b>75.00</b>	<b>UTILITY LIEN; UTILITY LIEN</b>
			402 - 537 50 49 00		MISCELLANEOUS	37.00	
			402 - 537 50 49 00		MISCELLANEOUS	38.00	
<b>319</b>	<b>01/28/2019</b>	<b>Claims</b>	<b>2</b>	<b>98671</b>	<b>YAKIMA REG.CLEAN AIR AUTHORITY</b>	<b>2,488.00</b>	<b>2019 PRO RATA SHARE</b>

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2019 To: 01/31/2019

Time: 13:53:40 Date: 01/24/2019  
Page: 7

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			001 - 553 70 51 00 -		POLLUTION CONTROL	2,488.00	
320	01/28/2019	Claims	2	98672	YAKIMA VALLEY CONFERENCE	5,934.00	2019 ASSESSMENT
			001 - 511 60 49 00 -		MISCELLANEOUS	5,934.00	
321	01/28/2019	Claims	2	98673	YAKIMA VALLEY LIBRARIES	30,030.00	2019 CONTRACT LIBRARY SERVICE
			001 - 572 20 51 00 -		LIBRARY SERVICES	30,030.00	
322	01/28/2019	Claims	2	98674	YAKIMA VALLEY OFFICE OF	5,736.20	ANNUAL EMERGENCY MANAGEMENT PER CAPITA ASSESSMENT
			001 - 525 60 51 00 -		EMERGENCY MANAGEME	5,736.20	
323	01/28/2019	Claims	2	98675	YAKIMA VALLEY TOURISM	1,966.67	WA TOURSIM ALLIANCE MEMBERSHIP-2019 & 1889 MAGAZINE AD-FEB/MAR 2019
			108 - 557 30 44 08 -		YAK VALLEY TOURISM-AI	1,966.67	
001 Current Expense Fund						249,859.20	
101 Street Fund						15,832.35	
106 Parks & Recreation Fund						13,578.93	
108 Tourism Promotion Area Fund						4,049.67	
128 Transit System Fund						55.47	
170 Housing Rehabilitation Fund						200.54	
401 Water Fund						44,909.21	
402 Garbage Fund						23,053.26	
403 Sewer Fund						36,175.71	
414 Water Deposits						79.76	
						387,794.10	Claims: 387,794.10
						387,794.10	