

# UNION GAP CITY COUNCIL

## \*\* AMENDED REGULAR MEETING AGENDA \*\*

MONDAY JULY 8, 2024 – 6:00 P.M.

CIVIC CAMPUS, 102 W. AHTANUM ROAD, UNION GAP

### COUNCIL VALUES

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

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

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

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

A. *Approval of Minutes:*

Regular Council Meeting Minutes, dated June 24, 2024, as attached to the Agenda and maintained in electronic format

B. *Approve Vouchers:*

Claim Vouchers – EFT’s, and Check No’s 108701 through 108767 for July 8, 2024, in the amount of \$891,506.88

### III. GENERAL ITEMS

#### Public Hearing

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Union Gap Municipal Code Chapter 14.28 Flood Hazard Protection

#### Public Works & Community Development

1. Ordinance No. - \_\_\_\_\_ - Amending UGMC 14.28 Flood Hazard Protection
2. Resolution No. - \_\_\_\_\_ - Intergovernmental Local Agreement – Stormwater Compliance
3. Resolution No. - \_\_\_\_\_ - Public Works Surplus – Light Fixtures

### **Finance & Administration**

1. Ordinance No. - \_\_\_\_\_ - 2024 Budget Amendment – Civic Campus Flood Repairs
2. Ordinance No. - \_\_\_\_\_ - 2024 Budget Amendment – Lodging Tax Advisory Committee (LTAC) – Rock and Mineral Club Contribution

### **City Manager**

1. Resolution No. - \_\_\_\_\_ - Authorizing City Manager to sign an Employment Agreement
2. Resolution No. - \_\_\_\_\_ - Authorizing City Manager to sign a Amendment No. 1 to Employment Agreement
3. Resolution No. - \_\_\_\_\_ - Authorizing the placement of art in the UG Library & Community Center
4. Resolution No. - \_\_\_\_\_ - Authorizing City Manager to sign an Interlocal Agreement with Yakima Valley Libraries for use of the UG Library Facility

## **IV. COMMITTEE REPORTS**

- V. ITEMS FROM THE AUDIENCE: - Final Opportunity** - The City Council will allow comments under this section on items NOT already on the agenda. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record

## **VI. CITY MANAGER REPORT**

## **VII. COMMUNICATIONS/QUESTIONS/COMMENTS**

## **VIII. DEVELOPMENT OF NEXT AGENDA**

## **IX. ADJOURN REGULAR MEETING**



## City Council Communication

**Meeting Date:** July 8, 2024  
**From:** Jason Cavanaugh, Director of Public Works & Community Development  
**Topic/Issue:** Public Hearing – Union Gap Municipal Code Chapter 14.28 Flood Hazard Protection

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**SYNOPSIS:** At the June 24, 2024 meeting, Council set a Public Hearing for tonight at 6:00 p.m.

**RECOMMENDATION:** Conduct a Public Hearing.

**LEGAL REVIEW:** City Attorney has reviewed.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A


**ATTACHMENTS:** Public Hearing Notice

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

NOTICE IS HEREBY GIVEN that on Monday, July 8, 2024, at 6:00 p.m., or as soon thereafter as possible, the Union Gap City Council will conduct a public hearing. The purpose of the hearing is to receive comments on proposed revisions to the Union Gap Municipal Code, chapter 14.28 – Flood Hazard Protection.

All interested persons may provide testimony on the proposed Union Gap Municipal Code chapter 14.28 – Flood Hazard Protection amendments. At the conclusion of the Public Hearing, the Council will make a final determination concerning proposed amendments. Comments may also be emailed to the City Clerk at [Lynette.bisconer@uniongapwa.gov](mailto:Lynette.bisconer@uniongapwa.gov) or mailed to P.O. Box 3008, Union Gap, Washington, 98903 prior to 5:00 p.m. on July 8, 2024.

DATED this 24<sup>th</sup> day of June 2024.

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



## City Council Communication

**Meeting Date:** July 8, 2024  
**From:** Jason Cavanaugh, Director of Public Works & Community Development  
**Topic/Issue:** Ordinance - Amending UGMC 14.28 Flood Hazard Protection

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**SYNOPSIS:** This ordinance amends UGMC 14.28 Flood Hazard Protection.

**RECOMMENDATION:** Adopt an Ordinance amending Union Gap Municipal Code Title 14.28 which addresses Flood Hazard Protection.

**LEGAL REVIEW:** City Attorney has reviewed this ordinance.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Ordinance  
2. Staff Recommendation Regarding Flood Hazard

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

AN ORDINANCE amending Union Gap Municipal Code (UGMC) Title 14. The amendments add definitions and incorporate best science and practices for preventing and mitigating flood hazards in the planning and building process.

**WHEREAS**, Flood hazard prevention and mitigation is guided by best available science; and,

**WHEREAS**, the Washington State Department of Ecology, along with Union Gap planning staff, have proposed amendments to Union Gap Municipal Code Title 14.28 to incorporate best science and practices in the planning and building processes; and,

**WHEREAS**, the City wishes to comply with Washington State Department of Ecology recommendations regarding planning and building requirements for flood hazards; and,

**WHEREAS**, the City conducted environmental review for the proposal, resulting in the issuance of a Determination of Non-significance on April 1, 2024; and,

**WHEREAS**, the City held the necessary public meetings and hearings for the proposal, and provided necessary public notice, which allowed citizens and interested parties to comment on the proposal, which resulted in the public being afforded multiple opportunities to provide comment; and,

**WHEREAS**, the Union Gap Planning Commission finds that the proposed amendments are consistent with the purposes set forth in the Comprehensive Plan, the GMA, and the Union Gap Municipal Code, and that the public use and interest will be served; and,

**WHEREAS**, the Union Gap Planning Commission recommended to the City Council that the proposed amendments be approved on April 23, 2024; and,

**WHEREAS**, the Washington State Department of Commerce was provided a 60-day Notice of Intent to Adopt Amendment on April 24, 2024, with the 60-day comment period ending on June 23, 2024 with no adverse comments received; and,

**WHEREAS**, on July 8, 2024, the City Council approved the proposed amendments to Union Gap Municipal Code 14.28; and,

**WHEREAS**, the City Council, upon review of the facts, findings, and recommendations of the Planning Commission, as reflected herein, find that the proposal is in the best interests of the City,

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

**Section 1:** The Union Gap Municipal Code (UGMC) Title 14 Zoning Chapter 14.28, is hereby amended as follows:

**Chapter 14.28 FLOOD HAZARD PROTECTION**

**I. Definitions**

**14.28.010 Terms defined.**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

“Accessory Structure” means a structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

“Alteration of watercourse” means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.

- (a) "Appeal" means a request for a review of the administrator's interpretation of any provision of this chapter or a request for a variance.
- (b) "Area of shallow flooding" means a designated AO,AH, AR/AO or AR/AH (or VO) zone on the Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. AO is characterized as sheet flow and AH indicates ponding.
- (c) "Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Designation is shown on Flood Insurance Rate Maps (FIRM) as zone A, AO, AH, A1-30, AE, A99, AR ( V, VO, V1-30, VE). “Special flood hazard area” is synonymous in meaning with the phrase “area of special flood hazard.”

“ASCE 24” means the most recently published version of ASCE 24, Flood Resistant Design and Construction, published by the American Society of Civil Engineers.

- (d) "Base flood" means the flood having a one percent chance of being equaled or exceed in any given year. Also referred to as the one-hundred-year flood.

“Base Flood Elevation (BFE)” means the elevation to which floodwater is anticipated to rise during the base flood.

- (e) "Basement" means any area of the building having its floor sub-grade (below ground level) on all sides.

"Building" see "structure."

"Building Code" means the currently effective versions of the International Building Code and the International Residential Code adopted by the State of Washington Building Code Council.

"Critical Facility" means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

- (f) "Development" means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage or equipment or materials located within the area of special flood hazard.

"Elevation Certificate" means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

"Elevated Building" means, for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

"Essential Facility" this term has the same meaning as "Essential Facility" defined in ASCE 24. Table 1-1 in ASCE 24-14 further identifies building occupancies that are essential facilities.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the community.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Farmhouse" means a single-family dwelling located on a farm site where resulting agricultural products are not produced for the primary consumption or use by the occupants and the farm owner.

- (g) "Flood" or "flooding" means:



- 1) A general and temporary condition of partial or complete inundation of normally dry land areas from:
  - (a) The overflow of inland or tidal waters; and/or
  - (b) The unusual and rapid accumulation of runoff of surface waters from any source.
  - (c) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- 2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

“Flood elevation study” means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a Flood Insurance Study (FIS).

(h) "Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Insurance Administrator has delineated both the areas of special flood hazards and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

(i) "Flood insurance study" see "Flood Elevation Study."

“Floodplain or flood-prone area” means any land area susceptible to being inundated by water from any source. See “Flood or flooding.”

“Floodplain management regulations” means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other application of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. Floodproofed structures are those that have the structural integrity and design to be impervious to floodwater below the Base Flood Elevation.

(j) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively

increasing the water surface elevation more than a designated height. Also referred to as “Regulatory Floodway.”

“Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

“Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

“Historic structure” means any structure that is:

1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

a) By an approved state program as determined by the Secretary of the Interior, or

b) Directly by the Secretary of the Interior in states without approved programs.

(k) "Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 14.28.200.

(l) "Manufactured home" is a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when connected to the required facilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty (180) days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

- (m) "Manufactured home park or subdivision" is a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Mean Sea Level" means, for purposes of the National Flood Insurance Program, the vertical datum to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

- (n) "New construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the ordinance codified in this chapter and includes any subsequent improvements to such structures.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations adopted by the community.

"One-hundred-year flood or 100-year flood" see "Base flood."

"Reasonably Safe from Flooding" means development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be reasonably obtained by practicable means, reasonably safe from flooding means that the lowest floor is at least two feet above the Highest Adjacent Grade.

- (o) "Recreational vehicle" means a vehicle which is:

- (1) Built on a single chassis; and
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection; and
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

- (p) "Start of construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor

does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

- (q) "Structure" means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.
- (r) "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before damage occurred.
- (s) "Substantial improvement" means any repair, reconstruction, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed.

This term does not, however, include either:

- (1) Any project for improvement of a structure to correct previously identified existing violations of state or local health, sanitary or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
  - (2) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure".
- (t) "Variance" means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

"Water surface elevation" means the height, in relation to the vertical datum utilized in the applicable flood insurance study of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas. "Water dependent" means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

(Ord. 2399 §§ 1-3, 2003; Ord. 1494 § 1, 1991; Ord. 1240 § 1(1), 1989; Ord. 1119 § 1 (part), 1987; Ord. 907 § 1.0, 1983)

( Ord. No. 2898 , § 2, 5-9-16)

## **II. General Provisions**

### **14.28.020 Applicability of chapter.**

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the city.

(Ord. 907 § 2.1, 1983)

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**14.28.030 Basis for establishing the areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for Yakima County, Washington and Incorporated Areas" dated October 21, 2021, and any revisions thereto with accompanying Flood Insurance Rate Maps and any revisions thereto, is adopted by reference and declared to be a part of this chapter. The FIS and FIRM is on file at 102 West Ahtanum Road, Union Gap, Washington.

(Ord. 2079 § 1, 1998; Ord. 1119 § 1 (part), 1987; Ord. 907 § 2.2, 1983)

(Ord. 2631, § 1, 10-12-09; Ord. No. 2898 , § 3, 5-9-16)

**14.28.035 Compliance.**

All development within special flood hazard areas is subject to the terms of this ordinance and other applicable regulations.

**14.28.040 Penalties for Noncompliance.**

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. A violation of this chapter is a misdemeanor crime which shall be punished by imprisonment of not more than ninety (90) days, or by a fine in an amount not more than one thousand dollars (\$1,000.00) or both such imprisonment and fine.

(Ord. 907 § 2.3, 1983)

( Ord. No. 2851 , § 1, 1-27-14)

**14.28.050 Abrogation and greater restrictions.**

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. 907 § 2.4, 1983)

**14.28.060 Interpretation.**

In the interpretation and application of this chapter, all provisions shall be:

- (a) Considered as minimum requirements;
- (b) Liberally constructed in favor of the governing body; and,
- (c) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. 907 § 2.5, 1983)

**14.28.070 Warning and disclaimer of liability.**

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

(Ord. 907 § 2.6, 1983)

**14.28.075 Severability.**

This ordinance and the various parts thereof are hereby declared to be severable. Should any Section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the Section so declared to be unconstitutional or invalid.

**III. Administration**

**14.28.080 Establishment of development permit.**

A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 14.28.030. The permit shall be for all structures including manufactured homes, as set forth in the definitions, and for all other development including fill and other activities, also as set forth in the definitions. Application for a development permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to: (1) plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question; and (2) existing and proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- (a) Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures;
- (b) Elevation in relation to mean sea level to which any structure has been floodproofed;
- (c) Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in Section 14.28.210(c);
- (d) Description of the extent to which a watercourse will be altered or relocated as a result of proposed development;
- (e) Where development is proposed in a floodway, an engineering analysis indicating no rise of the Base Flood Elevation; and

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(f) Any other requirements as specified by the Floodplain Administrator.

(Ord. 2546 § 1 (part), 2007; Ord. 2399 § 4, 2003; Ord. 1119 § 1 (part), 1987; Ord. 907 § 3.1, 1983)

(Ord. No. 2797 , § 2, 11-13-12)

#### **14.28.085 Fill permit issuance.**

Prior to the issuance of a permit for the placement of fill in an area of special flood hazard a registered professional engineer or architect shall provide an analysis certifying the following:

- (a) The fill will not result in any measurable increase in flood heights within one hundred (100) feet of the ordinary high water mark of the stream.
- (b) The fill will not increase the flood hazard to neighboring properties.
- (c) Placement of the fill will not increase the velocity or alter the channel of the stream.
- (d) Placement of fill must comply with Section 14.28.230(a).

(Ord. 2399 § 5, 2003; Ord. 2078 (part), 1999)

#### **14.28.090 Designation of the administrator.**

The development coordinator or his or her designee is authorized and appointed as the Floodplain Administrator to administer, implement, and enforce this chapter by granting or denying development permit applications in accordance with its provisions.

(Ord. 2546 § 1 (part), 2007; Ord. 2399 § 6, 2003; Ord. 907 § 3.2, 1983)

(Ord. 2631, § 1, 10-12-09)

#### **14.28.100 Duties and responsibilities of administrator.**

Duties of the Floodplain Administrator shall include, but not be limited to:

- (a) Permit Review.
  - (1) Review all development permits to determine that the permit requirements have been satisfied;
  - (2) Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required;
  - (3) Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of subsection (a) of Section 14.28.230 are met.
  - (4) Review all development permits to determine that the site is reasonably safe from flooding.

- (5) Notify FEMA when annexations occur in the Special Flood Hazard Area.
  - (6) Notify FEMA of changes to the base flood elevation within six months of when technical information of such changes becomes available. Such notification shall include technical or scientific information.
- (b) Use of Other Base Flood Data. When base flood elevation data has not been provided in accordance with Section 14.28.030, Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer Sections 14.28.200, 14.28.210 and 14.28.230.
- (c) Information to be Obtained and Maintained.
- (1) Where base flood elevation data is provided through the FIS, FIRM, or as required in Section 14.28.100(b), obtain and maintain the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
  - (2) For all new or substantially improved floodproofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in Section 14.28.100(b):
    - a. Obtain and maintain a record of the actual elevation (in relation to mean sea level) to which the structure was floodproofed; and
    - b. Maintain the floodproofing certifications required in subsection (c) of Section 14.28.080;
  - (3) Maintain for public inspection all records pertaining to the provisions of this chapter.
  - (4) Certification required by Section 14.28.230(a) (floodway encroachments).
  - (5) Records of all variance actions, including justification for their issuance.
- (d) Alteration of Watercourses. Whenever a watercourse is to be altered or relocated:
- (1) Notify adjacent communities, the Washington State Department of Fish and Wildlife, and the Washington State Department of Ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administrator through appropriate notification means; and
  - (2) Assure that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained. .
- (e) Interpretation of FIRM Boundaries. Make interpretations, where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Sections 14.28.110 and 14.28.120.



(Ord. 2399 §§ 7—8, 2003; Ord. 1119 § 1 (part), 1987; Ord. 907 § 3.3, 1983)

**14.28.110 Variance procedure—Appeal board.**

All variances from the requirements of this chapter and appeals, when it is alleged there is an error in any requirement, decision or determination made by the administrator, shall be considered by the hearing examiner.

- (a) Processing Procedure. The following procedure shall be used when a variance and/or appeal is received:
  - (1) Applications must be filed in the office of the city clerk.
  - (2) The administrator shall establish the date and time for consideration of the matter by the hearing examiner and notify the applicant.
  - (3) The hearing examiner shall conduct at least one public meeting into the matter and may conduct additional meetings at his or her discretion. The applicant shall appear in person, by agent, or attorney.
  - (4) At the conclusion of the meeting(s), the hearing examiner shall render a written decision to approve, approve with conditions, or deny the request based on the factors outlined in this section and Section 14.28.120.
  - (5) The decision of the hearing examiner shall be rendered within ninety (90) days of the receipt of the application by the city, unless the applicant consents to an extension of time. The decision of the hearing examiner is the final city decision on the matter.
- (b) The hearing examiner shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:
  - (1) The danger that materials may be swept onto other lands to the injury of others;
  - (2) The danger to life and property due to flooding or erosion damage;
  - (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - (4) The importance of the services provided by the proposed facility to the community;
  - (5) The necessity to the facility of a waterfront location, where applicable;
  - (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
  - (7) The compatibility of the proposed use with existing and anticipated development;
  - (8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;

- (10) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and effects of wave action, if applicable, expected at the site; and
  - (11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (c) Generally, the only condition under which a variance may be issued is for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (1) through (11) of subsection (b) of this section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
  - (d) Upon consideration of the factors of subsection (b) of this section and the purposes of this chapter, the hearing examiner may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.
  - (e) The administrator shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.
  - (f) Those aggrieved by the decision of the hearing examiner, or any taxpayer, may appeal such decision to the superior court, as provided in the Revised Code of Washington.

(Ord. 2399 §§ 9-10, 2003; Ord. 1119 § 1 (part), 1987; Ord. 907 § 3.4-1, 1983)

(Ord. 2631, § 1, 10-12-09)

**14.28.120 Variance procedure—Conditions for variances.**

- (a) Variances may be issued for the reconstruction, rehabilitation, or restoration of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (b) Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.
- (c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (d) Variances shall only be issued upon:
  - (1) A showing of good and sufficient cause;
  - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant;
  - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in subsection (b) of Section 14.28.110, or conflict with existing local laws or ordinances.

- (e) Any applicant to whom a variance is granted shall be given notice that permission is granted to build the structure with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (f) Any variance approved by the hearing examiner shall be conditional upon the privilege granted being utilized within six months after the effective date of the variance.
- (g) Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.
- (h) Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria except Section 14.28.120(a), and otherwise complies with Section 14.28.130 and Section 14.28.150 of the General Standards.

(Ord. 2399 § 11, 2003; Ord. 1119 § 1 (part), 1987; Ord. 907 § 3.4-2, 1983)

(Ord. 2631, § 1, 10-12-09)

#### **IV. Protection Provisions—General**

##### **14.28.130 Required general standards.**

In all areas of special flood hazards, the general standards set forth in this article are required.

(Ord. 907 § 4.1 (part), 1983)

##### **14.28.140 Anchoring.**

- (a) All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including the effects of buoyancy.
- (b) All manufactured homes must likewise be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top and frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques).

(Ord. 1240 § 1(2), 1989; Ord. 1119 § 20, 1987; Ord. 907 § 4.1-1, 1983)

**14.28.150 Construction materials and methods.**

- (a) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (b) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- (c) Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(Ord. 1119 § 1 (part), 1987; Ord. 907 § 4.1-1, 1983)

**14.28.155 Storage of Materials and Equipment.**

- (a) The storage or processing of materials that could be injurious to human, animal, or plant life if released due to damage from flooding is prohibited in special flood hazard areas.
- (b) Storage of other material or equipment may be allowed if not subject to damage by floods and if firmly anchored to prevent flotation, or if readily removable from the area within the time available after flood warning.

**14.28.160 Utilities.**

- (a) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (b) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters;
- (c) On-site waste disposal system shall be located to avoid impairment to them or contamination from them during flooding; and
- (d) Water wells shall be located on high ground that is not in the floodway.

(Ord. 907 § 4.1-3, 1983)

( Ord. No. 2898 , § 4, 5-9-16)

**14.28.170 Development and Subdivision proposals.**

- (a) All subdivision and development proposals shall be consistent with the need to minimize flood damage;
- (b) All subdivision and development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- (c) All subdivision and development proposals shall have adequate drainage provided to reduce exposure to flood damage; and

- (d) Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least fifty lots or five acres (whichever is less).

(Ord. 1119 § 1 (part), 1987; Ord. 907 § 4.1-4, 1983)

#### **14.28.180 Review of building permits.**

Where elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative source (Section 14.28.230), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc. where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

(Ord. 1119 § 1 (part), 1987; Ord. 907 § 4.1-5, 1983)

### **V. Protection Provisions—Specific**

#### **14.28.190 Required specific standards.**

In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 14.28.030 or subsection (b) of Section 14.28.100, the specific standards set forth in this article are required.

(Ord. 907 § 4.2 (part), 1983)

#### **14.28.200 Residential construction.**

- (a) In AE and A1-30 zones or other A zoned areas where the BFE has been determined, new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the base flood elevation. Mechanical equipment and utilities shall be waterproofed or elevated at least one foot above the BFE. Any structure or improvement in an area of special flood hazard located within one hundred feet of the floodway, or one hundred (100) feet of the ordinary high water mark of the stream if no floodway has been established, shall be elevated using methods that do not obstruct flows such as piers, posts, columns or other methodology unless it can be demonstrated that the proposed construction methods will not impede the movement of floodwater or displace a significant volume of water.
- (b) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
  - (1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;

- (2) The bottom of all openings shall be no higher than one foot above grade;
  - (3) Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
  - (4) A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.
- (c) Crawlspace and Basements
- (i) The interior grade of a crawlspace below the base flood elevation must not be more than two feet below the lowest adjacent exterior grade.
  - (ii) The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall, must not exceed four feet at any point.
  - (iii) The height limitation is the maximum allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas (refer to FEMA Technical Bulletin 11-01, page 7, Guidance for Pre-Engineered Crawlspace). This limitation is intended to prevent these crawlspaces from being converted into habitable spaces.
  - (iv) There must be an adequate drainage system that removed floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event. The type of drainage system will vary because of the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles, or gravel or crushed stone drainage by gravity or mechanical means.
  - (v) The velocity of floodwaters at the site should not exceed five feet per second for any crawlspace. For velocities in excess of five feet per second, other foundation types should be used.

(Ord. 2078 (part), 1998; Ord. 1494 § 2, 1991; Ord. 1240 § 1(3), 1989; Ord. 1119 § 1 (part), 1987; Ord. 907 § 4.2-1, 1983)

**14.28.210 Nonresidential construction.**

New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of subsection 1 or 2, below:

- 1) (a) In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained, shall have the lowest floor, including basement, elevated one foot or more above the BFE, or elevated as required by ASCE 24, whichever is greater. Mechanical equipment and utilities shall be waterproofed or elevated at least one foot above the BFE, or as required by ASCE 24, whichever is greater.
- (b) If located in an unnumbered A zone for which a BFE is not available and cannot be reasonably obtained, the structure shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.

- (c) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must meet Section 14.28.200(b), above.
- 2) (a) Be dry floodproofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water or dry floodproofed to the elevation required by ASCE 24, whichever is greater;
- (b) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
  - (c) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certification shall be provided to the official as set forth in Section 14.28.100(c)(2);
  - (d) Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in Section 14.28.200(a);
  - (e) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building constructed to the base flood level will be rated one foot below the base flood level);
  - (f) Any structure or improvement in an area of special flood hazard located within one hundred (100) feet of the floodway, or one hundred (100) feet of the ordinary high water mark of the stream if no floodway has been established shall be elevated using methods that do not obstruct flows such as piers, posts, columns or other methodology unless it can be demonstrated that the proposed construction methods will not impede the movement of floodwater or displace a significant volume of water.

(Ord. 2078 (part), 1998; Ord. 1494 § 3, 1991; Ord. 1240 § 1(4), 1989; Ord. 1119 § 1 (part), 1987; Ord. 907 § 4.2-2, 1983)

#### **14.28.220 Manufactured homes.**

All manufactured homes to be placed or substantially improved on sites shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement in accordance with the provisions of Section 14.28.130(b).

(Ord. 2399 § 12, 2003; Ord. 1274, 1989; Ord. 1240 § 1(5), 1989; Ord. 1119 § 1 (part), 1987; Ord. 907 § 4.2-3, 1983)

#### **14.28.223 Livestock Sanctuary Area.**

Elevated areas for the for the purpose of creating a flood sanctuary for livestock are allowed on farm units where livestock is allowed. Livestock flood sanctuaries shall be sized appropriately for the expected number of livestock and be elevated sufficiently to protect livestock. Proposals for livestock flood sanctuaries shall meet all procedural and substantive requirements of this chapter.

#### **14.28.225 Recreational vehicles.**

Recreational vehicles placed on sites are required to either:

- (a) Be on the site for fewer than one hundred eighty (180) consecutive days; or
- (b) Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently established additions; or
- (c) Meet the requirements of Section 14.28.220 and the elevation and anchoring requirements for manufactured homes.

(Ord. 2399 § 13, 2003)

#### **14.28.226 Enclosed Area Below the Lowest Floor.**

If buildings or manufactured homes are constructed or substantially improved with fully enclosed areas below the lowest floor, the areas shall be used solely for parking of vehicles, building access, or storage.

#### **14.28.227 Small Accessory Structures.**

For A Zones (A, AE, A1-30, AH, AO):

- 1) Appurtenant structures used solely for parking of vehicles or limited storage may be constructed such that the floor is below the BFE, provided the structure is designed and constructed in accordance with the following requirements:
  - a) Use of the appurtenant structure must be limited to parking of vehicles or limited storage;



- b) The portions of the appurtenant structure located below the BFE must be built using flood resistant materials;
  - c) The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement;
  - d) Any machinery or equipment servicing the appurtenant structure must be elevated or flood proofed to or above the BFE;
  - e) The appurtenant structure must comply with floodway encroachment provisions in Section 5.4-1;
  - f) The appurtenant structure must be designed to allow for the automatic entry and exit of floodwaters in accordance with Section 5.2-1(5).
  - g) The structure shall have low damage potential, and
  - h) If the structure is converted to another use, it must be brought into full compliance with the standards governing such use.
  - i) The structure shall not be used for human habitation.
- 2) Detached garages, storage structures, and other appurtenant structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 5.2-1.
- 3) Upon completion of the structure, certification that the requirement of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

**14.28.228 AE and A1-30 Zones with Base Flood Elevations but No Floodways.**

In areas with BFEs (when a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

**14.28.229 Critical Facility.**

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the SFHA (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Flood proofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the BFE shall be provided to all critical facilities to the extent possible.

#### **14.28.230 Generally.**

Located within areas of special flood hazard established in Section 14.28.030 are areas designed as floodways. Since the floodway is an extremely hazardous area due the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- (a) Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer is provided demonstrating through engineering hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (b) If subsection (a) of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article IV.
- (c) Construction or reconstruction of residential structures is prohibited within designated floodways, except for: (1) repairs, reconstruction, or improvements to a structure which does not increase the ground floor area; and (2) repairs, reconstruction or improvements to a structure, the cost of which does not exceed fifty (50) percent of the market value of the structure either (A) before the repair, reconstruction or improvement is started, or (B) if the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local building official and which are the minimum necessary to assure safe living conditions or to structures identified as historic places may be excluded in the fifty (50) percent.

(Ord. 2399 §§ 14-15, 2003; Ord. 1240 § 1(7), 1989; Ord. 907 § 4.3, 1983)

**Section 2:** The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the Planning Commission and the City Council. The Union Gap City Council makes the following findings of facts and conclusions:

- A. The City Council adopts and incorporates the foregoing recitals as fully set forth herein.
- B. The proposal is consistent with the GMA requirement for consistency between comprehensive plans and development regulations.
- C. The City Council concludes that this proposal bears a substantial relationship to the public health, safety, and welfare.
- D. The public review process for the proposal included open-record public hearings before the Union Gap Planning Commission on April 23, 2024 and an open-record public hearing before the Union Gap City Council on July 8, 2024.
- E. An initial SEPA Threshold Determination was made on April 1, 2024. No comments or appeals were made regarding the environmental determination.

F. The public use and interest will be served.

**Section 2:** Based upon the above-referenced findings and conclusions, the City Council for the City of Union Gap approves the amendments to Union Gap Municipal Code Title 14.28.

**Section 3:** This ordinance, or a summary thereof if allowed by law, shall be published in the official newspaper of the City of Union Gap and shall take effect and be in full force five (5) days after passage and publication.

**Section 4:** If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause, or phrase of this ordinance.

PASSED this 8<sup>th</sup> day of July 2024

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John Hodkinson, Mayor

ATTEST:

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Lynette Bisconer, City Clerk

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Jessica Foltz, City Attorney

# City of Union Gap

## Staff Recommendation for Text Amendments Regarding Flood Hazard Protection

City of Union Gap  
102 W Ahtanum Rd.  
Union Gap, WA 98903  
(509) 248-0432

### Findings and Analysis

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

**1. Project Description:**

The Washington State Department of Ecology, along with Union Gap planning staff, have proposed amendments to Union Gap Municipal Code Chapter 14.28 regarding Flood Hazards. The proposed amendments add definitions, and incorporate best science and practices for preventing and mitigating flood hazards in planning and building processes.

**2. Future Land Use and Zoning:**

This proposal would be city-wide, and so would apply to a broad spectrum of future land use and zoning district designations.

**3. Jurisdiction and Process:**

Per UGMC 18.20.030, Development Regulations are classified as an action requiring Type V review. These reviews involve public notice and an open public hearing, a recommendation by the planning commission, and a decision by City Council. The classification and process can be found in the tables below. They are also subject to judicial appeal.

Type I	Type II	Type III	Type IV	Type V
Permitted uses not requiring other land use review	Uses requiring Class (2) review	Uses requiring Class (3) review	Site specific rezones	Comp. Plan Amendments
Uses requiring Class (1) review		Shoreline permits	Preliminary plats	Development regulations
Minor amendments to PUD			Essential public facilities	Zoning text amendments
Floodplain development permit				Annexations
Short plats				Area wide rezones
Interpretations and administrative decisions				

	Type I	Type II	Type III	Type IV	Type V
Recommendation made by:	N/A	N/A	Planning Staff	HR	PC
Final decision made by:	Administrator, unless appealed	Administrator unless referred for Class (3) review or appealed	Hearing Examiner (HR), unless appealed	CC	CC
Notice of application	No	Yes	Yes	Yes	Yes
Open records public hearing	Yes, if appealed to Hearing Examiner (HR)	No, unless referred for Class (3) review	Yes, before HR	Yes, before HR	Yes, before PC and CC
Closed record appeal/final decision	No	No	No	Yes, before CC	No
Judicial appeal	Yes	Yes	Yes	Yes	Yes

#### 4. Processing Timeframe:

The application has been processed as follows:

- Application Submitted: April 1, 2024
- Notice of Application: April 1, 2024
- Agency Comment Period: April 1 to April 15, 2024
- SEPA Threshold Determination: April 1, 2024
- Planning Commission and First Public Hearing: April 23, 2024
- Submission to Commerce: April 24, 2024
- Commerce Comment Period: April 24 to June 23, 2024
- City Council and Second Public Hearing: July 8, 2024

#### 5. Public Comments:

One agency comment was received during the public/agency comment period. The Washington State Department of Fish and Wildlife requested that they be included on the noticing lists for projects that may alter or relocate a watercourse. That comment has been incorporated into the revised amendments, and is being reviewed as part of this project.

#### 6. Findings:

##### A. The proposal is consistent with the Growth Management Act

The Growth Management Act identifies goals and policies cities must consider with regards to development regulations. The following chapters of the Growth Management Act relate to the proposed amendments.

##### **RCW 36.70A.020 – Planning Goals**

(7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability

(10) Environment. Protect and enhance the environment and enhance the state’s high quality of life, including air and water quality, and the availability of water.

(14) Climate change and resiliency. Ensure that comprehensive plans, development regulations, and regional policies, plans, and strategies under RCW 36.70A.210 and chapter 47.80 RCWU adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles traveled; prepare for climate impact scenarios; foster

resiliency to climate impacts and natural hazards; protect and enhance environmental, economic, and human health and safety; and advance environmental justice.

**RCW 36.70A.060 – Natural resource lands and critical areas – Development regulations**

(2) Each county and city shall adopt development regulations that protect critical areas that are required to be designated under RCW 36.70A.170. For counties and cities that are required to choose to plan under RCW 36.70A.040, such development regulations shall be adopted on or before September 1, 1991. For the remainder of the counties and cities, such development regulations shall be adopted on or before March 1, 1992.

(3) Such counties and cities shall review these designations and development regulations when adopting their comprehensive plans under RCW 36.70A.040 and implementing development regulations under RCW 36.70A.120 and may alter such designations and development regulations to ensure consistency.

**RCW 36.70A.172 – Critical areas – designation and protection – best available science to be used**

(1) In designating and protecting critical areas under this chapter, counties and cities shall include the best available science in developing policies and development regulations to protect the functions and values of critical areas. In addition, counties and cities shall give special consideration to conservation or protection measures necessary to preserve or enhance anadromous fisheries.

*Staff Finding: The proposed amendments are being made in order to protect frequently flooded areas and floodways, and to ensure that building and planning processes consider the impact proposed actions have on these critical areas, as well as the impact these areas may have on their properties. The amendments incorporate best science and practices at the direction of the Washington State Department of Ecology. The project has been processed in a manner consistent with the GMA, and aligns with its stated goals.*

**B. The proposal is consistent with the Union Gap Comprehensive Plan**

The Natural System Element of the Union Gap Comprehensive Plan addresses frequently flooded areas and the goals and policies associated with protecting the environment and the safety and property of Union Gap residents. The following goals and policies are most relevant to these amendments:

**Goal NS 1: Protect and enhance Union Gap’s environmental quality, including surface water, wetlands, floodplain, groundwater, and wildlife habitat resources.**

Pol NS 1.1 – Use the best available science in a reasonable manner to develop policies and regulations to protect the functions and values of critical areas (WAC 365-195-900)

Pol NS 1.2 – Ensure proposed subdivisions, other development, and associated infrastructure are designed at a density, level of coverage, and occupancy to preserve the structure, values,

and functions of the natural environment and to protect the public from hazards to health and safety.

Pol NS 1.4 – Define and protect critical areas from adverse impacts by restricting inappropriate development

**Goal NS 8: Prevent the loss of life or property and minimize public and private costs associated with repairing or preventing flood damages from development in frequently flooded areas.**

Pol NS 8.1 – Support comprehensive flood control planning

Pol NS 8.4 – Where the effects of flood hazards can be mitigated; require appropriate standards for subdivisions, parcel reconfigurations, site developments and site design of structures

Pol NS 8.5 – Prohibit construction of permanent structures in floodways due to risks associated with deep and fast-flowing water. Limit development in the 100-year floodplain to that which is not harmed by flooding. Occupied levels of structures should be located at or above the 100-year flood level.

*Staff Finding: The proposed amendments help to prevent and mitigate potential damage to frequently flooded areas and floodways, as well as to properties within these critical areas. These goals align with the goals set forth in the Union Gap Comprehensive Plan Natural System Element.*

**C. The proposal is consistent with the Union Gap Municipal Code.**

UGMC 14.02.020 – The purpose of this title is to provide minimum standards to safeguard life or limb, health, property, and general welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and placement, repair and maintenance of all buildings and structures within the city of Union Gap and of certain equipment specifically regulated herein and to safeguard to a reasonable degree, life and property from the hazards of fire and explosion arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the use or occupancy of buildings on premises...

*Staff Finding: The proposed amendments are designed to both protect critical areas within the city limits of Union Gap, as well as to protect life, limb, health, property, and general welfare from flood hazards such as frequently flooded areas and floodways. The amendments are consistent with the purpose of title 14 of the Union Gap Municipal Code.*

**(1) Conclusions:**

- A. The public notice requirements of the Union Gap Municipal Code and State Environmental Policy Act have been satisfied.
- B. SEPA Environmental Review has been completed, resulting in an initial Determination of Non-Significance (DNS) on April 1, 2024. No comments were received to amend the initial threshold determination.
- C. The SEPA DNS can be appealed to Yakima County Superior Court for 21 days following the City Council's decision.

- D. The proposal is consistent with the goals and policies of the GMA, the Union Gap Comprehensive Plan, and the Union Gap Municipal Code.
- E. The public use and interest will be served.

**(2) Recommendation:**

The Yakima Valley Conference of Governments, acting as staff for the City of Union Gap, recommends that the Union Gap City Council adopt the amendments as proposed.





## City Council Communication

**Meeting Date:** July 8, 2024  
**From:** Jason Cavanaugh, Director of PW & CD  
**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 an 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 waters of the state.

**PASSED** this 8<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynette Bisconer, City Clerk

\_\_\_\_\_  
Jessica Foltz, 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 - 11%
  - City of Sunnyside - 25%
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 General Liability for each incident, or \$5,000,000 General Aggregate 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, 2029. 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, 2029.

#### 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 of 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

\_\_\_\_\_  
Roger Bell, Mayor

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

Attest: Rocky Wallace

\_\_\_\_\_  
Public Works Director

CITY OF UNION GAP

\_\_\_\_\_  
Sharon Bounds, City Manager

Date \_\_\_\_\_

Attest: Jason Cavanaugh

\_\_\_\_\_  
Director of Public Works & Community  
Development

CITY OF SUNNYSIDE

\_\_\_\_\_  
Robert Layman, City Manager

Date \_\_\_\_\_

Attest: Raul Sanchez

\_\_\_\_\_  
Public Works Director

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
AGREEMENT**

**Agreement Number**

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Amanda McKinney, Chair

\_\_\_\_\_  
Kyle Curtis, Commissioner

\_\_\_\_\_  
LaDon Linde, Commissioner

**DATED:**

*Attest:*

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board *or*  
Erin Franklin, Deputy Clerk of the Board

**Approved as to Form:**

\_\_\_\_\_  
*Deputy Prosecuting Attorney*



## City Council Communication

**Meeting Date:** July 8, 2024

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

**Topic / Issue:** Resolution – Public Works Surplus – Light Fixtures

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**SYNOPSIS:** The Public Works Department has four light fixtures remaining from the Civic Campus construction.

**RECOMMENDATION:** Declare light fixtures surplus, and authorize the Director of Public Works & Community Development to sell light fixtures at auction.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

2ea light fixtures were intended to be used in the Council Executive Chamber, but were exchanged for a different style.

2ea light fixtures were used as temporary lights in the Council Executive Chamber until replacement lights arrived.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

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

**A RESOLUTION** declaring left over lighting fixtures from the Civic Campus construction project surplus and providing for disposition of the same.

**WHEREAS**, the City of Union Gap has determined that it no longer has the need for four left over light fixtures from construction of the Civic Campus and,

**WHEREAS**, the City of Union Gap Public Works Department wishes to surplus and dispose of the lighting fixtures;

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

Section 1. Union Gap Public Works Department light fixtures are hereby declared surplus:

Section 2. The City is authorized to dispose of the four light fixtures in a commercially reasonable manner.

**PASSED** this 8th<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
John Hodgkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynette Bisconer, City Clerk

\_\_\_\_\_  
Jessica Foltz, City Attorney





## City Council Communication

**Meeting Date:** July 8, 2024  
**From:** Lynette Bisconer, Director of Finance & Administration  
**Topic/Issue:** Ordinance – 2024 Budget Amendment – Civic Campus Flood Repairs

---

**SYNOPSIS:** On December 16, 2023, the Civic Campus experienced a flooding incident that caused extensive damage. Baxter Construction was hired to repair the damages, and WCIA agreed to pay a portion of those repairs. The repairs and WCIA's reimbursement were completed in 2024, and therefore a 2024 budget amendment needs to be done to account for the receipt and expenditure of the funds.

**RECOMMENDATION:** Adopt an ordinance, amending the 2024 Budget, authorizing the insurance reimbursement receipt and expenditure of funds for the repairs related to the Civic Campus flooding incident.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** This was discussed at the 7/1/2024 Study Session.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Ordinance

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

AN ORDINANCE amending the 2024 budget, accepting the WA Cities Insurance Authority (WCIA) insurance reimbursement and authorizing the expenditure of those funds.

WHEREAS, on December 16, 2023, there was a flooding incident at the Civic Campus, which caused extensive damage; and

WHEREAS, the City hired Baxter Construction to repair the damage, at a cost of \$107,674; and

WHEREAS, the City will receive an insurance reimbursement from WCIA in the amount of \$84,623, after paying our \$5,000 deductible; and

WHEREAS, it is necessary to amend the 2024 budget, to authorize the receipt and expenditure of these funds.

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

**Section 1. Revenue Acceptance.** Authorize acceptance of the insurance reimbursement of \$84,623 from WCIA, into the Current Expense Fund (001.369.40.00.01).

**Section 2. Expenditure Authorized.** Authorize the expenditure of \$84,623 for insurance reimbursement funds from WCIA, from the Current Expense Fund (001.594.18.64.18).

ORDAINED this 8<sup>th</sup> day of July 2024.

\_\_\_\_\_  
John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynette Bisconer, City Clerk

\_\_\_\_\_  
Jessica Foltz, City Attorney



## City Council Communication

**Meeting Date:** July 8, 2024  
**From:** Lynette Bisconer, Director of Finance & Administration  
**Topic/Issue:** Ordinance - 2024 Budget Amendment - Lodging Tax Advisory Committee (LTAC) – Rock and Mineral Club Contribution

---

**SYNOPSIS:** At their March 26, 2024 meeting, the Lodging Tax Advisory Committee (LTAC) voted to amend the 2024 Lodging Tax fund (107) to provide \$2,000 to the Rock and Mineral Club towards an event that was held at the Central Washington State Fair Park & Event Center on April 26 – 28, 2024.

**RECOMMENDATION:** Adopt an ordinance approving a 2024 budget amendment as follows:

<b>Fund</b>	<b>Amount</b>	<b>For</b>
Lodging Tax fund (107)	\$2,000	Rock and Mineral Club Contribution

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

**FINANCIAL REVIEW:** There is \$771,814 remaining in the Lodging Tax Fund.

**BACKGROUND INFORMATION:** This was discussed at the July 1, 2024 Study Session.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Ordinance
2. LTAC Minutes of the March 26, 2024 Meeting

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

**AN ORDINANCE** amending the 2024 budget authorizing an expenditure of \$2,000 from the Lodging Tax Fund (107), for a contribution to the Rock and Mineral Club toward the event that was held at the Central Washington State Fair Park & Event Center on April 26 – 28, 2024.

**WHEREAS**, the Lodging Tax Advisory Committee feels that this event brought additional tourism from outside of the valley; and

**WHEREAS**, the committee would like to provide \$2,000 out of the Lodging Tax Fund, for the promotion of this event; and

**WHEREAS**, a 2024 budget amendment is required to cover this expenditure.

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

**Section 1.** The 2024 Budget is hereby amended to increase the Lodging Tax Fund (107) by \$2,000, for a contribution to the Rock and Mineral Club for an event that was held at the Central Washington State Fair Park & Event Center.

**Section 2.** Expenditure of \$2,000 is approved, from the Lodging Tax Fund (107), for the Rock and Mineral Club for an event that was held at the Central Washington State Fair Park & Event Center.

**ORDAINED** this 8th day of July 2024.

\_\_\_\_\_  
John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynette Bisconer, City Clerk

\_\_\_\_\_  
Jessica Foltz, City Attorney

**LODGING TAX COMMITTEE MEETING**

**March 26, 2024**

**MINUTES**

*Budget  
Amend*

Call to Order John Hodkinson called the meeting at 1:31 p.m.

LTAC Members Present John Hodkinson, Chair, Union Gap City Mayor, Paul Strater, Administrator WA Ag Museum, Rich Austin, Yakima Valley Sports Commission, Marissa Contreras, Administrator Holiday Inn and Marlo McCrea, State Fair Park, and Tom Denlea Best Western Ahtanum

Excuse Member Bryan Anderson, Quality Inn Hotel

Staff Present Teresa Lopez, Deputy City Clerk

Audience Present Linda DiLembo, CentralCal properties, LLC, Don Evans, Central WA Ag Museum, Steve Sires, Sozo Sport of Central WA and Marti Sondgeroth of Yakima Rock & Mineral Club

Minutes Motion by Rich Austin, second by Marissa Contreras to approve minutes of the February 2024 LTAC meeting. The motion carried unanimously.

Fund Balance

Hotel / Motel	January 2023	\$729,186.20	January 2024	\$767,809.24
TPA	January 2023	\$294,077.41	January 2024	\$271,508.08

Motion by Tom Denlea, second by Rich Austin to accept fund balance as presented. The motion carried unanimously.

Items from the Audience Updates from, Marlo McCrea, State Fair Park, Paul Strater, Administrator CWAGM and Don Evans, Rich Austin, Yakima Sports Commission, Steve Sires, Sozo Sport of Central WA.

Funding request by Marti Sondgeroth of the Yakima Rock and Mineral Club.

Motions Motion by Paul Strater, second by Marlo McCrea to nominate Linda DiLembo from CenterCall Properties, LLC to fill the LTAC Committee vacant position. The motion carried unanimously.

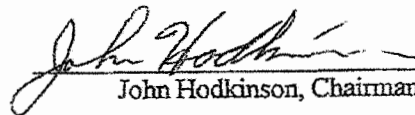
Motion by Paul Strater, second by Linda DiLembo to approve a \$2,000 contribution toward the Rock and Mineral Club event being held at the Central Washington State Fair Park & Event Center on April 26 – 28, 2024. The motion carried unanimously.

Adjournment of Meeting Chair, John Hodkinson adjourned the update meeting at 3:15 p.m.

ATTEST



Teresa Lopez, Deputy City Clerk

  
John Hodkinson, Chairman



## City Council Communication

**Meeting Date:** July 8, 2024

**From:** Sharon Bounds, City Manager

**Topic / Issue:** Resolution – Authorizing the placement of art in the UG Library & Community Center

---

**SYNOPSIS:** On May 28, 2024 and July 1, 2024 the Friends of the Union Gap Library & Community Center asked City Council if they could place a piece of art in the UG Library & Community Center. City Council asked the City Manager to bring a Resolution to the following meeting approving the request.

**RECOMMENDATION:** Approve Resolution authorizing placement of art in the Union Gap Library & Community Center.

**LEGAL REVIEW:** Reviewed by the City Attorney

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** The request was made and discussion was held at the last study session.

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:** Resolution

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

A **RESOLUTION** authorizing the placement of art in the Union Gap Library & Community Center Facility.

**WHEREAS**, the Friends of the Union Gap Library & Community Center (“Friends”) recently asked the Union Gap City Council to consider a request to place a piece of art in the Union Gap Library & Community Center to acknowledge the donations the Friends have received from the public for the Union Gap Library and Community Center project (“the Art”); and

**WHEREAS**, the Friends of the Union Gap Library & Community Center presented the proposed artist and information about the art, a metal two-dimensional donation tree, at the May 28, 2024 City Council meeting and also provided a rough sketch drawing at the Study Session meeting on Monday, July 1, 2024 showing an actual size rendition of the Art; and,

**WHEREAS**, City Council approves of the proposed location of the Art in the library & community center building and approves of the design and dimensions of the Art provided by the Friends at the aforementioned meetings; and,

**WHEREAS**, the City Council acknowledges that the Friends are moving forward with commissioning of the Art as presented at the City Council meeting on May 28, 2024 and the Study Session meeting on July 1, 2024 and authorizes the City Manager to work with the Friends in oversight of the project to ensure that the parameters regarding size, location, and design provided to and approved by the City Council are adhered to.

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

The City Manager is authorized to work with the Friends to provide guidance and final authority for the installation of the Art in the library & community center building as approved by the City Council.

**PASSED** this 8<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynette Bisconer, City Clerk

\_\_\_\_\_  
Jessica Foltz, City Attorney



## City Council Communication

**Meeting Date:** July 8, 2024

**From:** Sharon Bounds, City Manager

**Topic / Issue:** Resolution – Authorizing City Manager to sign an Interlocal Agreement with Yakima Valley Libraries for use of the UG Library Facility

---

**SYNOPSIS:** The Union Gap Library & Community Center Project will be completed soon. The City has negotiated with Yakima Valley Libraries for their use of and contribution towards the use of the Library portion of the building

**RECOMMENDATION:** Approve Resolution authorizing City Manager to sign an Interlocal Agreement for use of the Union Gap Library Facility with Yakima Valley Libraries

**LEGAL REVIEW:** Reviewed by the City Attorney

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** Information was provided and discussion was held at the Study Session on July 1<sup>st</sup>

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Interlocal Agreement with YVL



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

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

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

**WHEREAS**, the City is completing construction of a new Library & Community Center project; and,

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL AS FOLLOWS:**

The City Manager is authorized to sign the Interlocal Agreement for Use of the Library Facilities with Yakima Valley Libraries as attached herein as Exhibit A.

**PASSED** this 8<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
John Hodkinson, City Mayor

ATTEST:

APPROVAL AS TO FORM:

\_\_\_\_\_  
Lynette Bisconer, City Clerk

\_\_\_\_\_  
Jessica Foltz, City Attorney

# EXHIBIT A

*When recorded or posted, return to:*

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

**INTERLOCAL AGREEMENT FOR  
USE OF LIBRARY FACILITIES**

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Reference nos. of docs.  
assigned or released: n/a

Grantor: CITY OF UNION GAP WASHINGTON

Grantee: YAKIMA COUNTY RURAL LIBRARY DISTRICT,  
OPERATING AS THE YAKIMA VALLEY LIBRARIES

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

Assessor's Parcel No.: 19120532552

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

**RECITALS:**

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

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

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

B. The City has become a part of the District by annexation.

C. The City desires for the benefit of the residents of the City and residents within the District to provide the Library Premises to Yakima Valley Libraries for use as a library.

D. The District desires for the benefit of the residents of the City and residents within the District to provide library services and library determined programs.

E. The purpose of this Agreement is to set forth the responsibilities of the parties with the respect to the Library Premises.

**AGREEMENT:**

The parties agree as follows:

1. ORGANIZATION

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

2. PURPOSE

The purpose is set forth in the recitals.

### 3. USE OF PREMISES

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

### 4. CONSIDERATION FOR USE

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

### 5. TERM OF USE

The term of this Agreement shall be valid from the date of Yakima Valley Libraries occupancy of the Library Premises and end on December 31, 2025, provided, either party may elect to terminate this Agreement by giving the other party written notice of termination at least 1 year prior.

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

Both parties agree to discuss renewing the contract and agree to make a decision on or before July 1, 2025 to allow both parties time to make modifications to their perspective budgets. Any needs, concerns, or proposed changes shall be submitted to the Union Gap City Manager for consideration.

### 6. OPERATION OF LIBRARY PREMISES

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

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

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

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

A. Library Materials: In the provision of books and non-print materials by the District, the collection for a community library shall depend on the population served, the shelf space available, the use made of the materials, and the funds available in the district-wide materials budget. The District has the sole responsibility for the selection and maintenance of such materials. In addition, the District shall make all decisions regarding disposition of gifted materials and equipment. Regulations governing the use of the library and its collection will be set by the District.

B. Library Staff: Yakima Valley Libraries shall provide competent and qualified staff suitable for rendering library services to the public and shall have sole responsibility for all personnel administration, including selection, training, discipline and other personnel administrative functions.

C. Hours of Service: Regular hours of service will be determined by the Yakima Valley Libraries, taking into account the population served, the use made of the facilities, and the funds available in the district-wide staff budget.

## 7. MAINTENANCE AND REPAIR

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

## 8. ACCESS

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

## 9. UTILITIES

A. The City shall be responsible for the following utility charges for the Library Premises: water, sewer, garbage, and power.

B. Yakima Valley Libraries shall be responsible for phone and internet as well as gas for the library portion of the premises. In addition, Yakima Valley Libraries will contribute towards the utilities paid by the City by paying a flat annual fee to the City as follows:

i. For the first year of this Agreement, Yakima Valley Libraries will pay to the City a flat rate for utilities in the amount of \$3,000. The City will invoice Yakima Valley Libraries and the fee will be payable in one lump sum within thirty (30) days of the signing of this Agreement.

ii. In 2025, the yearly fee will increase to \$5,000 and will be payable in one lump sum within thirty (30) days of receiving the invoice from the City, which will be sent in January.

## 10. ALTERATION, MODIFICATION AND CAPITAL IMPROVEMENTS

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

## 11. ASSIGNMENT

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

## 12. INSURANCE

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

## 13. WAIVER OF SUBROGATION

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

#### 14. INDEMNITY

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

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

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

#### 16. FINANCE

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

#### 17. ADMINISTRATION

The chief executive officer of each of the parties shall designate a representative to represent its interest in the administration of this Agreement. Any dispute arising in the administration of this Agreement shall be submitted to such



representatives for resolution, who shall than meet in good faith to resolve such dispute.

#### 18. ATTORNEY FEES

In the event legal proceedings are initiated by either party to this Agreement to enforce any of the terms or conditions set forth in this Agreement, in addition to the cost of suit, the prevailing party shall be entitled to an award of reasonable attorney fees.

#### 19. GENERAL TERMS

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

#### 20. FILING

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

#### 21. DATE OF AGREEMENT

The date of this Agreement shall be the date it is signed by the Yakima Valley Libraries.

(Signature Page to Follow)

CITY OF UNION GAP

By: \_\_\_\_\_  
Sharon Bounds, City Manager

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

ATTEST:

\_\_\_\_\_  
Lynette Bisconer, City Clerk

YAKIMA COUNTY RURAL LIBRARY DISTICT, OPERATING  
AS YAKIMA VALLEY LIBRARIES

By: \_\_\_\_\_  
Candelaria Mendoza, Executive Director

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

STATE OF WASHINGTON )  
: ss.  
County of Yakima )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
and \_\_\_\_\_ are the persons who appeared before me, and said persons  
acknowledged that they signed this instrument, and on oath stated that they were  
authorized to execute the instrument and acknowledged it as the City Manager and  
City Clerk, respectively, of the City of \_\_\_\_\_ to be the free and  
voluntary act of such party for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
←print name  
NOTARY PUBLIC in and for the State of Washington.  
My appointment expires: \_\_\_\_\_.

STATE OF WASHINGTON )  
: ss.  
County of Yakima )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she  
signed this instrument, and on oath stated that he/she was authorized to execute the  
instrument and acknowledged it as the EXECUTIVE DIRECTOR of the YAKIMA  
COUNTY RURAL LIBRARY DISTRICT to be the free and voluntary act of such party  
for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
←print name  
NOTARY PUBLIC in and for the State of Washington.  
My appointment expires: \_\_\_\_\_.

# **CONSENT AGENDA**

***UNION GAP CITY COUNCIL REGULAR MEETING  
UNION GAP COUNCIL CHAMBERS  
Union Gap, Washington  
June 24, 2024, Regular Meeting  
MINUTES***

<u>Call to Order</u>	Mayor Hodkinson called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Sewell, Galloway, Gonzalez, Schilling and Dailey were present.
<u>Staff Present</u>	City Manager Bounds, City Attorney Foltz, Police Chief Cobb, Fire Chief Markham, Public Works and Community Director Cavanaugh, Civil Engineer Dominguez, and Finance & Administration Director Clifton were present.
<u>Audience Present</u>	See attached list.
<u>Pledge of Allegiance</u>	Mayor Hodkinson led the pledge of allegiance.
<u>Excuse Council Member</u>	Motion by Council Member Dailey, second by Council Member Galloway to excuse Council Member Wentz. Motion carried unanimously.
<u>Consent Agenda</u>	<p>Motion by Council Member Galloway, second by Council Member Dailey to approve the consent agenda as follows:</p> <p>Regular Council Meeting Minutes, dated June 10, 2024, as attached to the Agenda and maintained in electronic format</p> <p>Payroll Vouchers – EFT’s, and Check No’s 108616 through 108623 for the month of May 2024, in the amount of \$533,279.79</p> <p>Claims Vouchers – EFT’s, and Voucher No. 108624 through 108700 for June 24, 2024 in the amount of \$607,227.74</p> <p>Motion carried unanimously.</p>
<u>General Items</u>	
<u>Public Works &amp; Community Development</u>	
Resolution No. – 24-50 –	Motion by Council Member Galloway, second by Council Member

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – June 24, 2024*

People for People – 2024  
General Contract for  
Services Sewell to adopt Resolution No. – 24-50 – authorizing the City Manager to sign a General Contract for services between the City of Union Gap and People for People (PFP) for the Site Manager to oversee the Senior Nutrition Program. Motion carried unanimously.

Resolution No. – 24-51 –  
Set Public Hearing – To  
establish a benefit area for  
sanitary sewer construction  
projects Motion by Council Member Sewell, second by Council Member Galloway to approve Resolution No. – 24-51 – setting a public hearing to consider establishing a benefit area for parcels located near a sanitary sewer construction project located within the Regional Beltway project, July 8, 2024. Motion carried unanimously.

Resolution No. – 24-52 –  
Set Public Hearing – To  
adopt amendments to the  
Union Gap Municipal Code  
chapter 14.28 – Flood  
Hazard Protection Public Works and Community Development Director Cavanaugh explained that Department of Ecology had requested that we amend our Ordinance on flood hazards, specifically Chapter 14.28, which has been to the Dept. of Commerce for review with no comments. Motion by Council Member Galloway, second by Council Member Schilling to approve resolution No. 24-52 – setting a public hearing to consider the amendments to chapter 14.28 – Flood Hazard Protection of the Union Gap Municipal Code, to be held July 8, 2024. Motion carried unanimously.

Police

Resolution No. – 24-53 –  
Safe Yakima Valley –  
Interlocal Agreement –  
Summer Youth Program Police Chief Cobb stated that Motion by Council Member Galloway, second by Council Member Sewell to approve Resolution No. – 24-53 – authorizing the City Manager to sign an Interlocal Agreement for professional services relating to the 2024 Summer Youth Camp. Police Chief Cobb explained that the Summer Youth Program would be held July 8<sup>th</sup> through July 19<sup>th</sup> in conjunction with the local Summer School schedule, and will be held between 2:00 p.m. and 5:30 p.m. Motion carried unanimously.

Committee Reports

Mayor Hodkinson stated that he had attended a meeting with PP&L in regards to the wild fires. If fire is within 5 miles and with certain criteria, PP&L will turn off the electrical grid to prevent additional fires, which recently happened during a fire in the East Selah area. PP&L is working on how to release notifications earlier.

Items from the Audience None.

City Manager Report None.

Communications/Questions/  
Comments None.

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – June 24, 2024*

Development of next  
Agenda

Council Member Schilling stated that she would give a report on AWC.

Adjournment of Meeting

Mayor Hodgkinson adjourned the regular meeting at 6:14 p.m.

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Sharon Bounds, City Manager

ATTEST:

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Lynette Bisconer, City  
Clerk







## City Council Communication

**Meeting Date:** July 8, 2024  
**From:** Lynette Bisconer, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers – July 8, 2024

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**SYNOPSIS:** Claim Vouchers Dated July 8, 2024

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 108701 through 108767 in the amount of \$891,506.88.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Claim Voucher Register
2. Detailed Claim Voucher Register

# WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:27:31 Date: 07/02/2024

01/01/2024 To: 07/31/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3876	06/25/2024	Claims	2	EFT	WA STATE DEPT OF REVENUE	18,993.07	EXCISE TAX - 05/2024
4015	07/05/2024	Claims	2	EFT	XPRESS BILL PAY	1,287.22	ONLINE PAYMENTS FEE - 06/2024
4030	07/08/2024	Claims	2	EFT	CENTURY LINK	777.91	PUBLIC WORKS - 06/2024; CIVIC CENTER TRUNK SVC - 06/2024
4031	07/08/2024	Claims	2	EFT	OFFICE DEPOT-CITY HALL	511.35	RETURN OF MERCH - TRODAT SELF-INKING REPLACEMENT PAD - INV #367255210001; RETURN OF MERCHANDISE - HP 727 DESIGNJET PRINthead - INV # 364987288001; WIRELESS MOUSE/KEYBOARD & BATTERIES; WALL CALENDAR, T
4032	07/08/2024	Claims	2	EFT	VERIZON WIRELESS - CH #742100945-0001	503.01	CITY HALL CELL SERVICE - 06/2024
4033	07/08/2024	Claims	2	EFT	VERIZON WIRELESS - PD2#672326319	618.66	PD MODEMS - 06/2024
4034	07/08/2024	Claims	2	EFT	VERIZON WIRELESS - PW #542075407	325.14	PW & BLDG/PLANNING CELL SERVICE - 06/2024
4035	07/08/2024	Claims	2	108701	A-1 POOL & PATIO SUPPLY, INC.	270.48	LIQUID CHLORINE - 5 CASES
4036	07/08/2024	Claims	2	108702	ADVANCED DIGITAL IMAGING LLC	779.76	PD REFLECTIVE GRAPHICS PACKAGE - VEH #124
4037	07/08/2024	Claims	2	108703	ALBA ENTERPRISES	300.00	TRANSLATION SERVICES
4038	07/08/2024	Claims	2	108704	AM TEST, INC.	280.00	WASTE WATER SAMPLING - PET SMART & CIRCLE K
4039	07/08/2024	Claims	2	108705	AMAZON CAPITAL SERVICES, INC	108.18	DEPOSIT BAGS
4040	07/08/2024	Claims	2	108706	ATLAS STAFFING INC	6,427.08	SEASONAL PARKS - WEEK WORKED 06/15/2024 - NA, TC, MM & SW; SEASONAL PARKS - WEEK WORKED 06/22/2024 - N. ARREDONDO & T. CARLS
4041	07/08/2024	Claims	2	108707	BAXTER CONSTRUCTION LLC	6,835.80	CIVIC CENTER WATER MITIGATION
4042	07/08/2024	Claims	2	108708	BURROWS TRACTOR COMPANY	167.69	REFRIGERANT - C4B
4043	07/08/2024	Claims	2	108709	CANON FINACIAL SERVICES	241.94	PD COPIER - 06/2024
4044	07/08/2024	Claims	2	108710	CASCADE VALLEY LUBE	48.14	BASIC SERVICE - BLDG/PLANNING VEH #3
4045	07/08/2024	Claims	2	108711	CED	38.62	COPPER GROUND ROD FOR PD PANCAKE FEE 06/15/2024
4046	07/08/2024	Claims	2	108712	CENTRAL PRE-MIX CONCRETE CO.	115.42	2350 - 5/8" TOP COURSE - 7.37 TONS - 05/31/2024
4047	07/08/2024	Claims	2	108713	CENTRAL WASHINGTON AGRICULTURAL MUSEUM	2,632.60	AG MUSEUM UTILITIES - 05/2024
4048	07/08/2024	Claims	2	108714	CINTAS CORP #605	74.31	CIVIC CENTER & PD MAT SERVICE - 06/28/2024
4049	07/08/2024	Claims	2	108715	CITY OF YAKIMA	81,091.81	WHOLESALE SEWER 3 PARTY AGREEMENT - 05/2024
4050	07/08/2024	Claims	2	108716	SINGH AND PARKS LLC COCO'S MINI MART	50.00	PD FUEL PURCHASE - 05/08/2024
4051	07/08/2024	Claims	2	108717	COLEMAN OIL COMPANY	4,267.98	PW FUEL/CED FUEL - 06/2024
4052	07/08/2024	Claims	2	108718	CURTIS BLUE LINE	382.88	SOFTSHELL SHORT JACKET & SHORT SLEEVE POLO SHIRT - A. GRAHAM; COMMUNITY SERVICE OFFICER PLACARDS - A. GRAHAM & NAME PLATE - M. NORTH

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4053	07/08/2024	Claims	2	108719	SHANTELE CYR	500.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 06/22/2024 - RESERVATION #5845
4054	07/08/2024	Claims	2	108720	E3 SOLUTIONS, INC	4,258.75	CAMERA/MICROPHONE INSTALL, LOWER EXISTING TV & SOUND BAR INSTALL - PD TRAINING RM
4055	07/08/2024	Claims	2	108721	EDGE CONSTRUCTION SUPPLY	356.15	KRYLON UPSIDE DOWN FLUORESCENT GREEN/BLUE/GLOSS BLACK & NITRILE GLOVES; INVERTED MARKING PAINT - SB BLACK
4056	07/08/2024	Claims	2	108722	FASTENAL	32.30	8" SMOOTH MILL, 8 MIL BLACK GLOVES - XLARGE & 8 MIL LT BLUE GLOVES - LARGE
4057	07/08/2024	Claims	2	108723	FEDERAL EASTERN INTERNATIONAL	1,966.81	10X12 OMEGA PLUS ICW PLATES
4058	07/08/2024	Claims	2	108724	LORENA FERNANDEZ	500.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 06/19/2024 - RESERVATION \$#6079
4059	07/08/2024	Claims	2	108725	GRANITE CONSTRUCTION CO	760.40	2601 - CLASS G - WA - 4.070 TONS - 06/13/2024 - TICKET #55582114; 2601 - CLASS G - WA - 3.580 TONS - 06/12/2024 - TICKET #55582091
4060	07/08/2024	Claims	2	108726	GRANT J HUNT COMPANY	356.78	2024 OLD TOWN DAYS, CIVIL WAR REENACTMENT, DAD OF YEAR/3.2K & ASPARAFEST EXPENSES
4061	07/08/2024	Claims	2	108727	HD SUPPLY	261.99	ROLL TOWELS, TOILET PAPER & SOAP REFILLS; RETURN OF MERCHANDISE - HDQ NEUTRAL GERMICIDAL CLEANER
4062	07/08/2024	Claims	2	108728	JONATHAN HOOD	23.55	REIMBURSEMENT FOR FIRE STATION 96 SPRINKLER/IRRIGATION PARTS
4063	07/08/2024	Claims	2	108729	HYUNDAI OF YAKIMA	40.36	LUBE/OIL/FILTER - VEH #09
4064	07/08/2024	Claims	2	108730	INTERNATIONAL CODE COUNCIL, INC	160.00	GOVERNMENTAL MEMBERSHIP DUES - POPULATION <50,000
4065	07/08/2024	Claims	2	108731	JUB ENGINEERS INC	149,931.30	AHTANUM RD PEDESTRIAN RAILROAD CROSSING - PROJ #07-23-089 - 04/28/2024-06/01/2024; REGIONAL BELTWAY CONNECTOR - PHASE 2 - PROJ #07-23-041 - 04/28/2024-06/01/2024; UNION GAP SHOP BRIDGE #2 REPLACEMENT
4066	07/08/2024	Claims	2	108732	KAPCO, LLC	485.28	CIVIC CAMPUS POTENTIAL FUTURE PROJECTS & CUBICLE POWER TROUBLESHOOT
4067	07/08/2024	Claims	2	108733	KELLEY CREATE	1,080.92	NEW PRINT FOR FRONT DESK - BROTHER WORKHORSE MFC-L9570CDW
4068	07/08/2024	Claims	2	108734	LAW OFFICES OF DANIEL POLAGE	8,000.00	PUBLIC DEFENDER SERVICE - 06/2024

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4069	07/08/2024	Claims	2	108735	LOWES COMPANY INC	410.52	RAIN BIRD AG5 PAW CANISTER SPRINKLERS; RV ANTIFREEZE FOR CIVIC CENTER HVAC SYSTEM; PD PANCAKE FEED SUPPLIES - 1/4 IN WIRE CABLE CLAMPS & 1/2 IN X 5 FT CONDUIT; PREMIUM RED MULCH FOR FULLBRIGHT PARK;;
4070	07/08/2024	Claims	2	108736	MENKE JACKSON BEYER LLP	2,870.80	GENERAL LEGAL SERVICE - 05/2024 - WHEELER PROPERTY
4071	07/08/2024	Claims	2	108737	MINUTEMAN PRESS	188.58	UB STATEMENTS - 06/2024
4072	07/08/2024	Claims	2	108738	OFFICE SOLUTIONS NORTHWEST	458.50	UB STATEMENT PAPER; SELF-STICK SMALL FLAGS, CANNED AIR DUSTERS & COPY PAPER; PURCHASE/RETURN - SELF-STICK SMALL FLAGS, CANNED AIR DUSTERS & COPY PAPER; CALCULATOR TAPE, LINED POST-IT NOTES & HP 962XL;
4073	07/08/2024	Claims	2	108739	ONE CALL CONCEPTS INC	47.97	UTILITY LOCATES - 06/2024
4074	07/08/2024	Claims	2	108740	OWEN EQUIPMENT CO	187.05	HOSE END WELD & 8-IN GASKET - VEH #2014
4075	07/08/2024	Claims	2	108741	EMILIO RANZAHUER	94.34	OVERPAYMENT REFUND - UB ACCT #3457 - 508 W. OAK STREET
4076	07/08/2024	Claims	2	108742	REPUBLIC PUBLISHING CO	221.20	SUMMARY OF ORDINANCES PASSED - NO. 3101; NOTICE OF PUBLIC HEARING 07/08/2024 - UGMC AMENDMENTS
4077	07/08/2024	Claims	2	108743	SHERWIN-WILLIAMS COMPANY	177.47	PAINT - SW7652 MINERAL DEPOSIT, 2" TRIM BRUSH & STORMBLASTER CLEAR SEALANT
4078	07/08/2024	Claims	2	108744	SIX ROBBLEES INC	173.79	SS SINGLE POINT T-HANDLE LATCHES
4079	07/08/2024	Claims	2	108745	SMITTYS OUTDOOR POWER EQUIPMENT INC	221.99	POWER MATCH BAR, 33 RMX RAPID MICRO CHAIN, 2.6 ULTRA 6PK & SUMMER BAR OIL
4080	07/08/2024	Claims	2	108746	SPRINGBROOK HOLDING CO. LLC	126.05	HOSTING USER FEE/ENTERPRISE USER
4081	07/08/2024	Claims	2	108747	STATE OF WASHINGTON TOURISM	500.00	DMO MEMBERSHIP >500 2024
4082	07/08/2024	Claims	2	108748	THE PRINT GUYS INC.	1,124.65	CONSUMER CONFIDENCE REPORT - 2024
4083	07/08/2024	Claims	2	108749	PATRICK THOMPSON	174.70	MEDICARE PREMIUM - 07/2024
4084	07/08/2024	Claims	2	108750	THRYV, INC.	116.64	MARKETING CENTER PRO - DIGITAL PARK AD - 06/21/2024-07/21/2024
4085	07/08/2024	Claims	2	108751	TTC CONSTRUCTION INC.	46,504.31	RETAINAGE RELEASE - REGIONAL BELTWAY AREA UTILITIES EXTENSION - CONTRACT #22038
4086	07/08/2024	Claims	2	108752	UNION GAP WATER FUND & SEWER	15,922.89	FIRE DEPT - 06/2024; CIVIC CAMPUS - 06/2024; PARKS - 06/2024, STREETS - 06/2024, CITY SHOP - 06/2024 & LIBRARY/COM CENTER - 06/2024
4087	07/08/2024	Claims	2	108753	UNITED STATES POSTAL SERVICE	436.00	P.O. BOX 3008 -2024 RENEWAL

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4088	07/08/2024	Claims	2	108754	VIC'S AUTO & SUPPLY UNION GAP - PW	115.80	MOTOR TUNE-UP, DUCK BILL CHROME 16A & PRIMARY WIRE; O-RING KIT; MICROFIBER TOWELS, ARMORALL PROTECTANT, ARMORALL MULTI-PURPOSE & WIPER BLADE
4089	07/08/2024	Claims	2	108755	WA STATE DEPT OF TRANSPORTATION	1,683.22	SIGNAL MAINTENANCE, REPAIR & ADDITIONS - 05/2024
4090	07/08/2024	Claims	2	108756	WA STATE DEPT OF TRANSPORTATION	3,072.32	MANUFACTURE & SHIP SIGNS - ORDER #E146244 & E146245/WORK ORDER #JE5972
4091	07/08/2024	Claims	2	108757	WA STATE PATROL	13.25	BACKGROUND CHECKS - 06/2024
4092	07/08/2024	Claims	2	108758	BARRY M WOODARD	19,000.00	PUBLIC DEFENDER - 06/2024
4093	07/08/2024	Claims	2	108759	YAKIMA CITY TREASURER	21,765.06	IT SVCS - DESKTOP & MOBILE - 2ND QTR 2024
4094	07/08/2024	Claims	2	108760	YAKIMA CITY TREASURER	33,483.98	POLICE DISPATCH FEE - ANNUAL CONTRACT COST & EQUIP CHARGE - 2ND QTR 2024
4095	07/08/2024	Claims	2	108761	YAKIMA CITY TREASURER	444,219.50	UNION GAP FIRE PROTECTION SERVICE - 2ND QTR 2024
4096	07/08/2024	Claims	2	108762	YAKIMA CO AUDITOR	18.00	UTILITY LIEN RECORDING FEE - UB ACCT #14533 - 2009 3RD AVENUE - FILE #8202183
4097	07/08/2024	Claims	2	108763	YAKIMA CO PUBLIC SERVICES	100.31	GRAVEL ROAD SURFACE STABILIZATION - LABOR 01/2024 - 03/2024
4098	07/08/2024	Claims	2	108764	YAKIMA COOPERATIVE ASSN	541.37	#2 DIESEL DYED - 132.4000 GALLONS - AHTANUM YOUTH PARK
4099	07/08/2024	Claims	2	108765	YAKIMA HUMANE SOCIETY	880.00	ANIMAL CONTROL INTAKE SERVICES - 05/2024
4100	07/08/2024	Claims	2	108766	YAKIMA PRINTING COMPANY	16.23	BUSINESS CARDS - L. BISCONER
4101	07/08/2024	Claims	2	108767	YAKIMA REG.CLEAN AIR AUTHORITY	796.75	SUPPLEMENTAL INCOME PRO RATA SHARE FEE - 2ND QTR 2024

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001 Current Expense Fund	570,440.30
101 Street Fund	9,101.97
107 Lodging Tax Fund	2,702.27
108 Tourism Promotion Area Fund	500.00
123 Criminal Justice Fund	2,746.57
128 Transit System Fund	589.86
132 Community Events Fund	287.11
305 Regional Beltway Connector Fund	120,339.44
321 Street Development Reserve Fund	29,591.86
401 Water Fund	10,139.76
402 Garbage Fund	9,708.13
403 Sewer Fund	87,209.12
404 Water Improvement Reserve	48.41
405 Sewer Improvement Reserve	46,617.55
650 YVCRU Fund	1,484.53

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891,506.88	Claims:	891,506.88
891,506.88		

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<b>3876</b>	<b>06/25/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>WA STATE DEPT OF REVENUE</b>	<b>18,993.07</b>	<b>EXCISE TAX - 05/2024</b>
					001 - 511 60 49 10 - EXTERNAL TAXES	0.92	
					001 - 514 30 49 00 - MISCELLANEOUS	12.64	
					001 - 524 20 49 01 - EXTERNAL TAXES-BUILDING	438.13	
					401 - 534 50 49 01 - EXTERNAL TAXES	5,957.46	
					404 - 534 50 49 04 - EXTERNAL TAXES	48.41	
					403 - 535 50 49 02 - EXTERNAL TAXES	1,163.22	
					405 - 535 50 49 05 - EXTERNAL TAX - SEWER INFRAS	113.24	
					402 - 537 50 49 01 - EXTERNAL TAXES	8,695.00	
					001 - 576 80 49 02 - EXTERNAL TAXES	1,079.52	
					650 - 589 30 64 00 - MACHINERY & EQUIPMENT	1,484.53	
<b>4015</b>	<b>07/05/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>XPRESS BILL PAY</b>	<b>1,287.22</b>	<b>ONLINE PAYMENTS FEE - 06/2024</b>
					001 - 524 20 49 00 - MISCELLANEOUS-BUILDING	214.54	
					401 - 534 50 49 00 - MISCELLANEOUS	214.54	
					403 - 535 50 49 00 - MISCELLANEOUS	214.54	
					402 - 537 50 49 00 - MISCELLANEOUS	214.54	
					001 - 558 60 49 00 - MISCELLANEOUS	214.54	
					001 - 576 80 49 00 - MISCELLANEOUS	214.52	
<b>4030</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>CENTURY LINK</b>	<b>777.91</b>	<b>PUBLIC WORKS - 06/2024; CIVIC CENTER TRUNK SVC - 06/2024</b>
					001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC	30.98	
					001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN	43.21	
					001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER	38.85	
					001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL	18.80	
					001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL	393.42	
					001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN	19.84	
					401 - 534 50 42 00 - COMMUNICATION	40.85	
					401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE	17.99	
					403 - 535 50 42 00 - COMMUNICATION	40.85	
					403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI	13.10	
					402 - 537 50 42 00 - COMMUNICATION	40.85	
					402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB	1.37	
					101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	2.47	
					101 - 543 30 42 00 - COMMUNICATION	40.83	
					101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	6.61	
					128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN:	5.53	
					001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLAN	17.21	
					001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK	5.15	
<b>4031</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>OFFICE DEPOT-CITY HALL</b>	<b>511.35</b>	<b>RETURN OF MERCH - TRODAT SELF-INKING REPLACEMENT PAD - INV #367255210001; RETURN OF MERCHANDISE - HP 727 DESIGNJET PRINTHEAD - INV # 364987288001; WIRELESS MOUSE/KEYBOARD &amp; BATTERIES; WALL CALENDAR, T</b>
					001 - 513 10 31 00 - SUPPLIES	2.29	
					001 - 513 10 31 00 - SUPPLIES	3.36	
					001 - 513 10 31 00 - SUPPLIES	3.56	
					001 - 514 23 31 00 - SUPPLIES	2.29	
					001 - 514 23 31 00 - SUPPLIES	30.15	
					001 - 514 23 31 00 - SUPPLIES	3.56	
					001 - 514 30 31 00 - SUPPLIES	-9.19	
					001 - 514 30 31 00 - SUPPLIES	64.91	
					001 - 514 30 31 00 - SUPPLIES	2.29	
					001 - 514 30 31 00 - SUPPLIES	30.14	
					001 - 514 30 31 00 - SUPPLIES	3.35	
					001 - 514 30 31 00 - SUPPLIES	3.66	
					001 - 514 30 31 00 - SUPPLIES	3.56	
					001 - 514 30 31 00 - SUPPLIES	12.22	
					001 - 514 30 31 00 - SUPPLIES	-64.91	
					001 - 524 20 31 00 - SUPPLIES-BUILDING	-88.94	
					001 - 524 20 31 00 - SUPPLIES-BUILDING	2.29	

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		001 - 524 20 31 00 - SUPPLIES-BUILDING			3.56	
		001 - 524 20 31 00 - SUPPLIES-BUILDING			239.15	
		401 - 534 50 31 00 - SUPPLIES			-88.94	
		401 - 534 50 31 00 - SUPPLIES			2.29	
		401 - 534 50 31 00 - SUPPLIES			4.64	
		401 - 534 50 31 00 - SUPPLIES			3.56	
		401 - 534 50 31 00 - SUPPLIES			46.70	
		403 - 535 50 31 00 - SUPPLIES			-88.92	
		403 - 535 50 31 00 - SUPPLIES			2.29	
		403 - 535 50 31 00 - SUPPLIES			4.64	
		403 - 535 50 31 00 - SUPPLIES			3.56	
		403 - 535 50 31 00 - SUPPLIES			46.70	
		402 - 537 50 31 00 - SUPPLIES			2.29	
		402 - 537 50 31 00 - SUPPLIES			4.64	
		402 - 537 50 31 00 - SUPPLIES			3.56	
		402 - 537 50 31 00 - SUPPLIES			46.70	
		101 - 542 30 31 00 - SUPPLIES			2.29	
		101 - 542 30 31 00 - SUPPLIES			4.64	
		101 - 542 30 31 00 - SUPPLIES			3.56	
		101 - 542 30 31 00 - SUPPLIES			46.70	
		001 - 558 60 31 00 - SUPPLIES			-88.94	
		001 - 558 60 31 00 - SUPPLIES			2.29	
		001 - 558 60 31 00 - SUPPLIES			3.56	
		001 - 558 60 31 00 - SUPPLIES			239.14	
		001 - 576 80 31 00 - SUPPLIES			2.25	
		001 - 576 80 31 00 - SUPPLIES			4.62	
		001 - 576 80 31 00 - SUPPLIES			3.55	
		001 - 576 80 31 00 - SUPPLIES			46.68	
<b>4032</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT VERIZON WIRELESS - CH #742100945-0001</b>		<b>503.01</b> CITY HALL CELL SERVICE - 06/2024
		001 - 511 60 42 01 - COMMUNICATION			332.16	
		001 - 513 10 42 01 - COMMUNICATION			52.09	
		001 - 514 23 42 00 - COMMUNICATIONS			26.05	
		001 - 514 30 42 00 - COMMUNICATIONS			26.04	
		401 - 534 50 42 00 - COMMUNICATION			66.67	
<b>4033</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT VERIZON WIRELESS - PD2#672326319</b>		<b>618.66</b> PD MODEMS - 06/2024
		001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			618.66	
<b>4034</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT VERIZON WIRELESS - PW #542075407</b>		<b>325.14</b> PW & BLDG/PLANNING CELL SERVICE - 06/2024
		001 - 524 20 42 00 - COMMUNICATION-BUILDING			10.91	
		401 - 534 50 42 00 - COMMUNICATION			60.67	
		403 - 535 50 42 00 - COMMUNICATION			60.67	
		402 - 537 50 42 00 - COMMUNICATION			60.67	
		101 - 542 30 42 00 - COMMUNICATIONS			60.67	
		001 - 558 60 42 00 - COMMUNICATION			10.90	
		001 - 576 80 42 00 - COMMUNICATION			60.65	
<b>4035</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108701 A-1 POOL &amp; PATIO SUPPLY, INC.</b>		<b>270.48</b> LIQUID CHLORINE - 5 CASES
		401 - 534 50 31 00 - SUPPLIES			270.48	
<b>4036</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108702 ADVANCED DIGITAL IMAGING LLC</b>		<b>779.76</b> PD REFLECTIVE GRAPHICS PACKAGE - VEH #124
		123 - 594 21 64 23 - MACHINERY & EQUIPMENT			779.76	
<b>4037</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108703 ALBA ENTERPRISES</b>		<b>300.00</b> TRANSLATION SERVICES
		001 - 521 10 41 00 - PD ADMIN PROFESSIONAL SER			300.00	
<b>4038</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108704 AM TEST, INC.</b>		<b>280.00</b> WASTE WATER SAMPLING - PET SMART & CIRCLE K

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			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	280.00	
<b>4039</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108705</b>	<b>AMAZON CAPITAL SERVICES, INC</b>	<b>108.18</b>	<b>DEPOSIT BAGS</b>
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	21.62	
			001 - 524 20 31 00 -		SUPPLIES-BUILDING	21.64	
			401 - 534 50 31 00 -		SUPPLIES	21.64	
			403 - 535 50 31 00 -		SUPPLIES	21.64	
			402 - 537 50 31 00 -		SUPPLIES	21.64	
<b>4040</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108706</b>	<b>ATLAS STAFFING INC</b>	<b>6,427.08</b>	<b>SEASONAL PARKS - WEEK WORKED 06/15/2024 - NA, TC, MM &amp; SW; SEASONAL PARKS - WEEK WORKED 06/22/2024 - N. ARREDONDO &amp; T. CARLS</b>
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES-ATLA	4,284.72	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES-ATLA	2,142.36	
<b>4041</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108707</b>	<b>BAXTER CONSTRUCTION LLC</b>	<b>6,835.80</b>	<b>CIVIC CENTER WATER MITIGATION</b>
			001 - 594 18 64 18 -		CAPITAL EXPENDITURE - CITY H	6,835.80	
<b>4042</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108708</b>	<b>BURROWS TRACTOR</b>	<b>167.69</b>	<b>REFRIGERANT - C4B</b>
			401 - 534 50 31 00 -		SUPPLIES	33.54	
			403 - 535 50 31 00 -		SUPPLIES	33.54	
			402 - 537 50 31 00 -		SUPPLIES	33.54	
			101 - 542 30 31 00 -		SUPPLIES	33.54	
			001 - 576 80 31 00 -		SUPPLIES	33.53	
<b>4043</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108709</b>	<b>CANON FINACIAL SERVICES</b>	<b>241.94</b>	<b>PD COPIER - 06/2024</b>
			001 - 591 21 71 09 -		SBITA TECH LEASE - POLICE CLE	241.94	
<b>4044</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108710</b>	<b>CASCADE VALLEY LUBE</b>	<b>48.14</b>	<b>BASIC SERVICE - BLDG/PLANNING VEH #3</b>
			001 - 524 20 48 00 -		REPAIRS & MAINTENANCE-BUII	24.07	
			001 - 558 60 48 00 -		REPAIRS & MAINTENANCE	24.07	
<b>4045</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108711</b>	<b>CED</b>	<b>38.62</b>	<b>COPPER GROUND ROD FOR PD PANCAKE FEE 06/15/2024</b>
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	38.62	
<b>4046</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108712</b>	<b>CENTRAL PRE-MIX CONCRETE CO.</b>	<b>115.42</b>	<b>2350 - 5/8" TOP COURSE - 7.37 TONS - 05/31/2024</b>
			401 - 534 50 31 00 -		SUPPLIES	115.42	
<b>4047</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108713</b>	<b>CENTRAL WASHINGTON AGRICULTURAL MUSEUM</b>	<b>2,632.60</b>	<b>AG MUSEUM UTILITIES - 05/2024</b>
			107 - 571 00 47 00 -		UTILITIES-AG MUSEUM	2,632.60	
<b>4048</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108714</b>	<b>CINTAS CORP #605</b>	<b>74.31</b>	<b>CIVIC CENTER &amp; PD MAT SERVICE - 06/28/2024</b>
			001 - 513 10 48 01 -		CIVIC CAMPUS MAINTENANCE-	3.75	
			001 - 514 23 48 01 -		CIVIC CAMPUS MAINTENANCE-	5.22	
			001 - 514 30 48 01 -		CIVIC CAMPUS MAINTENANCE-	4.70	
			001 - 515 31 48 00 -		CIVIC CAMPUS MAINTENANCE-	2.27	
			001 - 521 50 48 01 -		PD FACILITIES CIVIC CAMPUS M	47.57	
			001 - 524 20 48 01 -		CIVIC CAMPUS MAINTENANCE-	2.40	
			401 - 534 50 48 01 -		CIVIC CAMPUS MAINTENANCE-	2.18	
			403 - 535 50 48 01 -		CIVIC CAMPUS MAINTENANCE-	1.58	
			402 - 537 50 48 01 -		CIVIC CAMPUS MAINTENANCE-	0.17	
			101 - 542 30 48 01 -		CIVIC CAMPUS MAINTENANCE-	0.30	
			101 - 543 30 48 01 -		CIVIC CAMPUS MAINTENANCE-	0.80	
			128 - 547 10 48 01 -		CIVIC CAMPUS MAINTENANCE-	0.67	
			001 - 558 60 48 01 -		CIVIC CAMPUS MAINTENANCE-	2.08	
			001 - 576 80 48 01 -		CIVIC CAMPUS MAINTENANCE	0.62	
<b>4049</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108715</b>	<b>CITY OF YAKIMA</b>	<b>81,091.81</b>	<b>WHOLESALE SEWER 3 PARTY AGREEMENT - 05/2024</b>



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			403 - 535 50 41 03 -		INTERGOVERNMENTAL PROFES	81,091.81	
<b>4050</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108716</b>	<b>SINGH AND PARKS LLC COCO'S MINI MART</b>	<b>50.00</b>	<b>PD FUEL PURCHASE - 05/08/2024</b>
			001 - 521 80 32 00 -		PD EVIDENCE FUEL	50.00	
<b>4051</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108717</b>	<b>COLEMAN OIL COMPANY</b>	<b>4,267.98</b>	<b>PW FUEL/CED FUEL - 06/2024</b>
			001 - 524 20 32 00 -		FUEL-BUILDING	12.84	
			001 - 524 20 32 00 -		FUEL-BUILDING	-0.07	
			001 - 524 20 32 00 -		FUEL-BUILDING	15.48	
			001 - 524 20 32 00 -		FUEL-BUILDING	-0.09	
			403 - 531 30 32 00 -		STORMWATER FUEL	404.98	
			403 - 531 30 32 00 -		STORMWATER FUEL	-2.14	
			401 - 534 50 32 00 -		FUEL	1,028.46	
			401 - 534 50 32 00 -		FUEL	-5.49	
			401 - 534 50 32 00 -		FUEL	15.48	
			401 - 534 50 32 00 -		FUEL	-0.09	
			403 - 535 50 32 00 -		FUEL	929.19	
			403 - 535 50 32 00 -		FUEL	-4.90	
			403 - 535 50 32 00 -		FUEL	15.48	
			403 - 535 50 32 00 -		FUEL	-0.09	
			402 - 537 50 32 00 -		FUEL	65.76	
			402 - 537 50 32 00 -		FUEL	-0.35	
			101 - 542 30 32 00 -		FUEL	519.72	
			101 - 542 30 32 00 -		FUEL	-2.80	
			101 - 542 30 32 00 -		FUEL	15.46	
			101 - 542 30 32 00 -		FUEL	-0.07	
			101 - 542 66 32 00 -		FUEL	374.01	
			101 - 542 66 32 00 -		FUEL	-1.96	
			101 - 542 67 32 00 -		FUEL	58.36	
			101 - 542 67 32 00 -		FUEL	-0.32	
			101 - 542 70 32 00 -		FUEL	339.83	
			101 - 542 70 32 00 -		FUEL	-1.83	
			128 - 547 10 32 00 -		FUEL CONSUMED	148.96	
			128 - 547 10 32 00 -		FUEL CONSUMED	-0.80	
			001 - 558 60 32 00 -		FUEL	12.83	
			001 - 558 60 32 00 -		FUEL	-0.07	
			001 - 558 60 32 00 -		FUEL	15.48	
			001 - 558 60 32 00 -		FUEL	-0.09	
			001 - 576 80 32 00 -		FUEL	318.53	
			001 - 576 80 32 00 -		FUEL	-1.71	
<b>4052</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108718</b>	<b>CURTIS BLUE LINE</b>	<b>382.88</b>	<b>SOFTSHELL SHORT JACKET &amp; SHORT SLEEVE POLO SHIRT - A. GRAHAM; COMMUNITY SERVICE OFFICER PLACARDS - A. GRAHAM &amp; NAME PLATE - M. NORTH</b>
			001 - 521 22 21 00 -		PATROL UNIFORMS & EQUIPMI	79.36	
			001 - 524 60 21 00 -		CODE ENFORCEMENT UNIFORM	113.43	
			001 - 524 60 21 00 -		CODE ENFORCEMENT UNIFORM	38.34	
			001 - 554 30 21 00 -		UNIFORMS & EQUIPMENT - AN	113.42	
			001 - 554 30 21 00 -		UNIFORMS & EQUIPMENT - AN	38.33	
<b>4053</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108719</b>	<b>SHANTELE CYR</b>	<b>500.00</b>	<b>CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 06/22/2024 - RESERVATION #5845</b>
			001 - 582 10 00 03 -		PARK DEPOSIT REFUND	500.00	
<b>4054</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108720</b>	<b>E3 SOLUTIONS, INC</b>	<b>4,258.75</b>	<b>CAMERA/MICROPHONE INSTALL, LOWER EXISTING TV &amp; SOUND BAR INSTALL - PD TRAINING RM</b>
			001 - 521 50 41 00 -		PD FACILITIES PROFESSIONAL S	4,258.75	

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4055	07/08/2024	Claims	2	108721	EDGE CONSTRUCTION SUPPLY	356.15	KRYLON UPSIDE DOWN FLUORESCENT GREEN/BLUE/GLOSS BLACK & NITRILE GLOVES; INVERTED MARKING PAINT - SB BLACK
					403 - 535 50 31 00 - SUPPLIES	328.67	
					403 - 535 50 31 00 - SUPPLIES	27.48	
4056	07/08/2024	Claims	2	108722	FASTENAL	32.30	8" SMOOTH MILL, 8 MIL BLACK GLOVES - XLARGE & 8 MIL LT BLUE GLOVES - LARGE
					401 - 534 50 31 00 - SUPPLIES	32.30	
4057	07/08/2024	Claims	2	108723	FEDERAL EASTERN INTERNATIONAL	1,966.81	10X12 OMEGA PLUS ICW PLATES
					123 - 521 22 21 23 - CJ UNIFORMS & EQUIP	1,966.81	
4058	07/08/2024	Claims	2	108724	LORENA FERNANDEZ	500.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 06/19/2024 - RESERVATION \$#6079
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	500.00	
4059	07/08/2024	Claims	2	108725	GRANITE CONSTRUCTION CO	760.40	2601 - CLASS G - WA - 4.070 TONS - 06/13/2024 - TICKET #55582114; 2601 - CLASS G - WA - 3.580 TONS - 06/12/2024 - TICKET #55582091
					101 - 542 30 31 00 - SUPPLIES	412.42	
					101 - 542 30 31 00 - SUPPLIES	347.98	
4060	07/08/2024	Claims	2	108726	GRANT J HUNT COMPANY	356.78	2024 OLD TOWN DAYS, CIVIL WAR REENACTMENT, DAD OF YEAR/3.2K & ASPARAFEST EXPENSES
					107 - 557 30 31 01 - SUPPLIES-GRANT J HUNT	69.67	
					132 - 571 20 31 32 - OTD SUPPLIES	287.11	
4061	07/08/2024	Claims	2	108727	HD SUPPLY	261.99	ROLL TOWELS, TOILET PAPER & SOAP REFILLS; RETURN OF MERCHANDISE - HDQ NEUTRAL GERMICIDAL CLEANER
					001 - 576 80 31 00 - SUPPLIES	483.92	
					001 - 576 80 31 00 - SUPPLIES	-221.93	
4062	07/08/2024	Claims	2	108728	JONATHAN HOOD	23.55	REIMBURSEMENT FOR FIRE STATION 96 SPRINKLER/IRRIGATION PARTS
					001 - 522 50 48 00 - FD FACILITIES - REPAIRS & MAII	23.55	
4063	07/08/2024	Claims	2	108729	HYUNDAI OF YAKIMA	40.36	LUBE/OIL/FILTER - VEH #09
					001 - 521 22 48 00 - PATROL REPAIRS & MAINT	40.36	
4064	07/08/2024	Claims	2	108730	INTERNATIONAL CODE COUNCIL, INC	160.00	GOVERNMENTAL MEMBERSHIP DUES - POPULATION <50,000
					001 - 524 20 49 00 - MISCELLANEOUS-BUILDING	80.00	
					001 - 558 60 49 00 - MISCELLANEOUS	80.00	
4065	07/08/2024	Claims	2	108731	JUB ENGINEERS INC	149,931.30	AHTANUM RD PEDESTRIAN RAILROAD CROSSING - PROJ #07-23-089 - 04/28/2024-06/01/2024; REGIONAL BELTWAY CONNECTOR - PHASE 2 - PROJ #07-23-041 - 04/28/2024-06/01/2024; UNION GAP SHOP BRIDGE #2 REPLACEMENT
					305 - 595 10 41 26 - REGIONAL BELTWAY-PE	19,560.26	
					305 - 595 10 41 26 - REGIONAL BELTWAY-PE	10,417.50	
					321 - 595 10 41 48 - SHOP BRIDGE-PE	16,458.65	
					321 - 595 10 41 56 - AHTANUM RD PEDESTRIAN CRG	13,133.21	
					305 - 595 30 65 26 - REGIONAL BELTWAY - CONSTRI	90,361.68	

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<b>4066</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108732</b>	<b>KAPCO, LLC</b>	<b>485.28</b>	<b>CIVIC CAMPUS POTENTIAL FUTURE PROJECTS &amp; CUBICLE POWER TROUBLESHOOT</b>
					001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-	24.46	
					001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-	34.12	
					001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-	30.68	
					001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-	14.85	
					001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M	310.68	
					001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-	15.67	
					401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-	14.21	
					403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-	10.33	
					402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-	1.08	
					101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-	1.95	
					101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-	5.22	
					128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-	4.37	
					001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-	13.59	
					001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE	4.07	
<b>4067</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108733</b>	<b>KELLEY CREATE</b>	<b>1,080.92</b>	<b>NEW PRINT FOR FRONT DESK - BROTHER WORKHORSE MFC-L9570CDW</b>
					001 - 514 23 31 00 - SUPPLIES	540.46	
					001 - 514 30 31 00 - SUPPLIES	540.46	
<b>4068</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108734</b>	<b>LAW OFFICES OF DANIEL POLAGE</b>	<b>8,000.00</b>	<b>PUBLIC DEFENDER SERVICE - 06/2024</b>
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN	8,000.00	
<b>4069</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108735</b>	<b>LOWES COMPANY INC</b>	<b>410.52</b>	<b>RAIN BIRD AGS PAW CANISTER SPRINKLERS; RV ANTIFREEZE FOR CIVIC CENTER HVAC SYSTEM; PD PANCAKE FEED SUPPLIES - 1/4 IN WIRE CABLE CLAMPS &amp; 1/2 IN X 5 FT CONDUIT; PREMIUM RED MULCH FOR FULLBRIGHT PARK;</b>
					001 - 511 60 48 01 - REPAIRS & MAINTENANCE	0.74	
					001 - 513 10 48 00 - REPAIRS & MAINTENANCE	0.74	
					001 - 514 23 48 00 - REPAIRS & MAINTENANCE	0.74	
					001 - 514 30 48 00 - REPAIRS & MAINTENANCE	0.74	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	52.57	
					001 - 524 20 48 00 - REPAIRS & MAINTENANCE-BUII	0.74	
					401 - 534 50 31 00 - SUPPLIES	9.30	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	0.74	
					403 - 535 50 31 00 - SUPPLIES	9.30	
					403 - 535 50 31 00 - SUPPLIES	83.40	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	0.74	
					402 - 537 50 31 00 - SUPPLIES	9.30	
					402 - 537 50 48 00 - REPAIRS & MAINTENANCE	0.74	
					101 - 542 30 31 00 - SUPPLIES	9.30	
					101 - 542 30 31 00 - SUPPLIES	28.72	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	0.74	
					001 - 558 60 48 00 - REPAIRS & MAINTENANCE	0.74	
					001 - 576 80 31 00 - SUPPLIES	61.67	
					001 - 576 80 31 00 - SUPPLIES	41.07	
					001 - 576 80 31 00 - SUPPLIES	88.39	
					001 - 576 80 31 00 - SUPPLIES	9.31	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	0.79	
<b>4070</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108736</b>	<b>MENKE JACKSON BEYER LLP</b>	<b>2,870.80</b>	<b>GENERAL LEGAL SERVICE - 05/2024 - WHEELER PROPERTY</b>
					001 - 515 41 41 00 - EXTERNAL LEGAL SERVICES	2,870.80	
<b>4071</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108737</b>	<b>MINUTEMAN PRESS</b>	<b>188.58</b>	<b>UB STATEMENTS - 06/2024</b>
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	62.86	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	62.86	

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			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	62.86	
<b>4072</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108738</b>	<b>OFFICE SOLUTIONS NORTHWEST</b>	<b>458.50</b>	<b>UB STATEMENT PAPER; SELF-STICK SMALL FLAGS, CANNED AIR DUSTERS &amp; COPY PAPER; PURCHASE/RETURN - SELF-STICK SMALL FLAGS, CANNED AIR DUSTERS &amp; COPY PAPER; CALCULATOR TAPE, LINED POST-IT NOTES &amp; HP 962XL;</b>
			001 - 511 60 31 01 -		SUPPLIES	0.08	
			001 - 511 60 31 01 -		SUPPLIES	0.08	
			001 - 511 60 31 01 -		SUPPLIES	-0.08	
			001 - 511 60 31 01 -		SUPPLIES	0.11	
			001 - 513 10 31 00 -		SUPPLIES	1.11	
			001 - 513 10 31 00 -		SUPPLIES	1.11	
			001 - 513 10 31 00 -		SUPPLIES	-1.11	
			001 - 513 10 31 00 -		SUPPLIES	1.08	
			001 - 514 23 31 00 -		SUPPLIES	11.33	
			001 - 514 23 31 00 -		SUPPLIES	11.33	
			001 - 514 23 31 00 -		SUPPLIES	-11.33	
			001 - 514 23 31 00 -		SUPPLIES	86.18	
			001 - 514 23 31 00 -		SUPPLIES	57.13	
			001 - 514 23 31 00 -		SUPPLIES	4.86	
			001 - 514 23 31 00 -		SUPPLIES	10.90	
			001 - 514 30 31 00 -		SUPPLIES	23.26	
			001 - 514 30 31 00 -		SUPPLIES	23.26	
			001 - 514 30 31 00 -		SUPPLIES	-23.26	
			001 - 514 30 31 00 -		SUPPLIES	57.13	
			001 - 514 30 31 00 -		SUPPLIES	23.63	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	0.51	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	0.51	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	-0.51	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	0.57	
			001 - 524 20 31 00 -		SUPPLIES-BUILDING	12.08	
			001 - 524 20 31 00 -		SUPPLIES-BUILDING	12.08	
			001 - 524 20 31 00 -		SUPPLIES-BUILDING	-12.08	
			001 - 524 20 31 00 -		SUPPLIES-BUILDING	12.24	
			401 - 534 50 31 00 -		SUPPLIES	33.40	
			401 - 534 50 31 00 -		SUPPLIES	17.12	
			401 - 534 50 31 00 -		SUPPLIES	0.65	
			401 - 534 50 31 00 -		SUPPLIES	17.12	
			401 - 534 50 31 00 -		SUPPLIES	0.65	
			401 - 534 50 31 00 -		SUPPLIES	-17.12	
			401 - 534 50 31 00 -		SUPPLIES	-0.65	
			401 - 534 50 31 00 -		SUPPLIES	0.64	
			403 - 535 50 31 00 -		SUPPLIES	33.40	
			403 - 535 50 31 00 -		SUPPLIES	17.12	
			403 - 535 50 31 00 -		SUPPLIES	0.96	
			403 - 535 50 31 00 -		SUPPLIES	17.12	
			403 - 535 50 31 00 -		SUPPLIES	0.96	
			403 - 535 50 31 00 -		SUPPLIES	-17.12	
			403 - 535 50 31 00 -		SUPPLIES	-0.96	
			403 - 535 50 31 00 -		SUPPLIES	0.87	
			402 - 537 50 31 00 -		SUPPLIES	33.41	
			402 - 537 50 31 00 -		SUPPLIES	17.11	
			402 - 537 50 31 00 -		SUPPLIES	0.65	
			402 - 537 50 31 00 -		SUPPLIES	17.11	
			402 - 537 50 31 00 -		SUPPLIES	0.65	
			402 - 537 50 31 00 -		SUPPLIES	-17.11	
			402 - 537 50 31 00 -		SUPPLIES	-0.65	
			402 - 537 50 31 00 -		SUPPLIES	0.64	
			001 - 576 80 31 00 -		SUPPLIES	0.19	
			001 - 576 80 31 00 -		SUPPLIES	0.19	

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			001 - 576 80 31 00 - SUPPLIES			-0.19	
			001 - 576 80 31 00 - SUPPLIES			0.14	
<b>4073</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108739</b>	<b>ONE CALL CONCEPTS INC</b>	<b>47.97</b>	<b>UTILITY LOCATES - 06/2024</b>
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			23.99	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			23.98	
<b>4074</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108740</b>	<b>OWEN EQUIPMENT CO</b>	<b>187.05</b>	<b>HOSE END WELD &amp; 8-IN GASKET - VEH #2014</b>
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			28.06	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			28.06	
			101 - 542 66 48 00 - REPAIRS & MAINTENANCE			93.53	
			101 - 542 70 48 00 - REPAIRS & MAINTENANCE			18.71	
			128 - 547 10 48 00 - REPAIRS & MAINTENANCE			9.34	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			9.35	
<b>4075</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108741</b>	<b>EMILIO RANZAHUER</b>	<b>94.34</b>	<b>OVERPAYMENT REFUND - UB ACCT #3457 - 508 W. OAK STREET</b>
			401 - 582 10 04 01 - 210-10) WATER REFUNDS			94.34	
<b>4076</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108742</b>	<b>REPUBLIC PUBLISHING CO</b>	<b>221.20</b>	<b>SUMMARY OF ORDINANCES PASSED - NO. 3101; NOTICE OF PUBLIC HEARING 07/08/2024 - UGMC AMENDMENTS</b>
			001 - 511 60 44 00 - OFFICIAL PUBLICATIONS			61.60	
			001 - 524 20 44 00 - ADVERTISING-BUILDING			79.80	
			001 - 558 60 44 00 - ADVERTISING			79.80	
<b>4077</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108743</b>	<b>SHERWIN-WILLIAMS COMPANY</b>	<b>177.47</b>	<b>PAINT - SW7652 MINERAL DEPOSIT, 2" TRIM BRUSH &amp; STORMBLASTER CLEAR SEALANT</b>
			001 - 576 80 31 00 - SUPPLIES			177.47	
<b>4078</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108744</b>	<b>SIX ROBBLEES INC</b>	<b>173.79</b>	<b>SS SINGLE POINT T-HANDLE LATCHES</b>
			401 - 534 50 31 00 - SUPPLIES			34.76	
			403 - 535 50 31 00 - SUPPLIES			34.76	
			402 - 537 50 31 00 - SUPPLIES			34.76	
			101 - 542 30 31 00 - SUPPLIES			34.76	
			001 - 576 80 31 00 - SUPPLIES			34.75	
<b>4079</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108745</b>	<b>SMITTYS OUTDOOR POWER EQUIPMENT INC</b>	<b>221.99</b>	<b>POWER MATCH BAR, 33 RMX RAPID MICRO CHAIN, 2.6 ULTRA 6PK &amp; SUMMER BAR OIL</b>
			101 - 542 30 31 00 - SUPPLIES			110.99	
			001 - 576 80 31 00 - SUPPLIES			111.00	
<b>4080</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108746</b>	<b>SPRINGBROOK HOLDING CO. LLC</b>	<b>126.05</b>	<b>HOSTING USER FEE/ENTERPRISE USER</b>
			001 - 514 23 49 00 - MISCELLANEOUS			63.03	
			001 - 514 30 49 00 - MISCELLANEOUS			63.02	
<b>4081</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108747</b>	<b>STATE OF WASHINGTON TOURISM</b>	<b>500.00</b>	<b>DMO MEMBERSHIP &gt;500 2024</b>
			108 - 557 30 44 10 - ADVERTISING-GRANT J HUNT			500.00	
<b>4082</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108748</b>	<b>THE PRINT GUYS INC.</b>	<b>1,124.65</b>	<b>CONSUMER CONFIDENCE REPORT - 2024</b>
			401 - 534 50 49 00 - MISCELLANEOUS			1,124.65	
<b>4083</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108749</b>	<b>PATRICK THOMPSON</b>	<b>174.70</b>	<b>MEDICARE PREMIUM - 07/2024</b>
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			174.70	
<b>4084</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108750</b>	<b>THRYV, INC.</b>	<b>116.64</b>	<b>MARKETING CENTER PRO - DIGITAL PARK AD - 06/21/2024-07/21/2024</b>
			001 - 576 80 44 00 - ADVERTISING			116.64	

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<b>4085</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108751</b>	<b>TTC CONSTRUCTION INC.</b>	<b>46,504.31</b>	<b>RETAINAGE RELEASE - REGIONAL BELTWAY AREA UTILITIES EXTENSION - CONTRACT #22038</b>
			405 - 594 35 67 54 - S BROADWAY SEWER ON-SITE -			46,504.31	
<b>4086</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108752</b>	<b>UNION GAP WATER FUND &amp; SEWER</b>	<b>15,922.89</b>	<b>FIRE DEPT - 06/2024; CIVIC CAMPUS - 06/2024; PARKS - 06/2024, STREETS - 06/2024, CITY SHOP - 06/2024 &amp; LIBRARY/COM CENTER - 06/2024</b>
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			46.01	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			64.17	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			57.70	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			27.92	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			584.29	
			001 - 522 50 47 00 - FD FACILITIES - UTILITIES			452.30	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			29.47	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			26.72	
			403 - 535 50 47 00 - UTILITIES			1,330.54	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			19.45	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			2.03	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			3.67	
			101 - 543 30 47 00 - UTILITIES			1,090.05	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			9.81	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN:			8.22	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			25.56	
			001 - 571 22 47 00 - UTILITIES - LIBRARY & COMMU			277.30	
			001 - 576 80 47 00 - UTILITIES			11,860.03	
			001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK			7.65	
<b>4087</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108753</b>	<b>UNITED STATES POSTAL SERVICE</b>	<b>436.00</b>	<b>P.O. BOX 3008 -2024 RENEWAL</b>
			001 - 511 60 42 01 - COMMUNICATION			39.64	
			001 - 513 10 42 01 - COMMUNICATION			39.64	
			001 - 514 23 42 00 - COMMUNICATIONS			39.64	
			001 - 514 30 42 00 - COMMUNICATIONS			39.64	
			001 - 524 20 42 00 - COMMUNICATION-BUILDING			39.64	
			401 - 534 50 42 00 - COMMUNICATION			39.64	
			403 - 535 50 42 00 - COMMUNICATION			39.64	
			402 - 537 50 42 00 - COMMUNICATION			39.64	
			101 - 543 30 42 00 - COMMUNICATION			39.64	
			001 - 558 60 42 00 - COMMUNICATION			39.64	
			001 - 576 80 42 00 - COMMUNICATION			39.60	
<b>4088</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108754</b>	<b>VIC'S AUTO &amp; SUPPLY UNION GAP - PW</b>	<b>115.80</b>	<b>MOTOR TUNE-UP, DUCK BILL CHROME 16A &amp; PRIMARY WIRE; O-RING KIT; MICROFIBER TOWELS, ARMORALL PROTECTANT, ARMORALL MULTI-PURPOSE &amp; WIPER BLADE</b>
			401 - 534 50 31 00 - SUPPLIES			5.41	
			401 - 534 50 31 00 - SUPPLIES			10.02	
			403 - 535 50 31 00 - SUPPLIES			5.41	
			403 - 535 50 31 00 - SUPPLIES			10.02	
			402 - 537 50 31 00 - SUPPLIES			5.41	
			402 - 537 50 31 00 - SUPPLIES			10.02	
			101 - 542 30 31 00 - SUPPLIES			5.41	
			101 - 542 30 31 00 - SUPPLIES			10.02	
			001 - 576 80 31 00 - SUPPLIES			38.66	
			001 - 576 80 31 00 - SUPPLIES			5.40	
			001 - 576 80 31 00 - SUPPLIES			10.02	

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4089	07/08/2024	Claims	2	108755	WA STATE DEPT OF TRANSPORTATION	1,683.22	SIGNAL MAINTENANCE, REPAIR & ADDITIONS - 05/2024
					101 - 542 64 41 00 - INTERGOVERNMENTAL PROFES	1,683.22	
4090	07/08/2024	Claims	2	108756	WA STATE DEPT OF TRANSPORTATION	3,072.32	MANUFACTURE & SHIP SIGNS - ORDER #E146244 & E146245/WORK ORDER #JE5972
					101 - 542 64 41 00 - INTERGOVERNMENTAL PROFES	3,072.32	
4091	07/08/2024	Claims	2	108757	WA STATE PATROL	13.25	BACKGROUND CHECKS - 06/2024
					001 - 521 10 41 00 - PD ADMIN PROFESSIONAL SER	13.25	
4092	07/08/2024	Claims	2	108758	BARRY M WOODARD	19,000.00	PUBLIC DEFENDER - 06/2024
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN	19,000.00	
4093	07/08/2024	Claims	2	108759	YAKIMA CITY TREASURER	21,765.06	IT SVCS - DESKTOP & MOBILE - 2ND QTR 2024
					001 - 511 60 41 02 - IT SERVICES	531.00	
					001 - 513 10 41 03 - IT SERVICES	777.00	
					001 - 514 23 41 04 - IT SERVICES-FINANCE	2,493.44	
					001 - 514 30 41 03 - IT SERVICES-CLERK	1,187.56	
					001 - 521 10 41 01 - PD CLERICAL IT PROFESSIONAL	10,961.24	
					001 - 524 20 41 03 - IT SERVICES-BUILDING	1,441.73	
					403 - 531 30 41 01 - STORMWATER - IT SERVICES	343.45	
					401 - 534 50 41 04 - IT SERVICES	772.90	
					403 - 535 50 41 05 - IT SERVICES	566.94	
					402 - 537 50 41 04 - IT SERVICES	282.10	
					101 - 542 30 41 04 - IT SERVICES	168.17	
					101 - 543 30 41 03 - IT SERVICES	352.22	
					128 - 547 10 41 04 - IT SERVICES	413.57	
					001 - 558 60 41 03 - IT SERVICES-PLANNING	858.90	
					001 - 558 60 41 03 - IT SERVICES-PLANNING	227.57	
					001 - 576 80 41 04 - IT SERVICES-PARKS	387.27	
4094	07/08/2024	Claims	2	108760	YAKIMA CITY TREASURER	33,483.98	POLICE DISPATCH FEE - ANNUAL CONTRACT COST & EQUIP CHARGE - 2ND QTR 2024
					001 - 521 20 41 00 - INTERGOV PROF SVCS-PD DISP.	33,483.98	
4095	07/08/2024	Claims	2	108761	YAKIMA CITY TREASURER	444,219.50	UNION GAP FIRE PROTECTION SERVICE - 2ND QTR 2024
					001 - 522 10 49 01 - FIRE PROTECTION SERVICES	444,219.50	
4096	07/08/2024	Claims	2	108762	YAKIMA CO AUDITOR	18.00	UTILITY LIEN RECORDING FEE - UB ACCT #14533 - 2009 3RD AVENUE - FILE #8202183
					402 - 537 50 49 00 - MISCELLANEOUS	18.00	
4097	07/08/2024	Claims	2	108763	YAKIMA CO PUBLIC SERVICES	100.31	GRAVEL ROAD SURFACE STABILIZATION - LABOR 01/2024 - 03/2024
					101 - 542 70 41 00 - PROFESSIONAL SERVICES	100.31	
4098	07/08/2024	Claims	2	108764	YAKIMA COOPERATIVE ASSN	541.37	#2 DIESEL DYED - 132.4000 GALLONS - AHTANUM YOUTH PARK
					001 - 576 80 32 00 - FUEL	541.37	
4099	07/08/2024	Claims	2	108765	YAKIMA HUMANE SOCIETY	880.00	ANIMAL CONTROL INTAKE SERVICES - 05/2024
					001 - 554 30 41 00 - PROF SERVICES-ANIMAL CONTI	880.00	
4100	07/08/2024	Claims	2	108766	YAKIMA PRINTING COMPANY LLC	16.23	BUSINESS CARDS - L. BISCONER
					001 - 514 23 31 00 - SUPPLIES	8.12	
					001 - 514 30 31 00 - SUPPLIES	8.11	

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<b>4101</b>	<b>07/08/2024</b>	<b>Claims</b>	<b>2</b>	<b>108767</b>	<b>YAKIMA REG.CLEAN AIR AUTHORITY</b>	<b>796.75</b>	<b>SUPPLEMENTAL INCOME PRO RATA SHARE FEE - 2ND QTR 2024</b>
			001 - 553 70 49 00 - POLLUTION CONTROL			796.75	
			001 Current Expense Fund			570,440.30	
			101 Street Fund			9,101.97	
			107 Lodging Tax Fund			2,702.27	
			108 Tourism Promotion Area Fund			500.00	
			123 Criminal Justice Fund			2,746.57	
			128 Transit System Fund			589.86	
			132 Community Events Fund			287.11	
			305 Regional Beltway Connector Fund			120,339.44	
			321 Street Development Reserve Fund			29,591.86	
			401 Water Fund			10,139.76	
			402 Garbage Fund			9,708.13	
			403 Sewer Fund			87,209.12	
			404 Water Improvement Reserve			48.41	
			405 Sewer Improvement Reserve			46,617.55	
			650 YVCRU Fund			1,484.53	
						891,506.88	Claims: 891,506.88