

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY SEPTEMBER 23, 2019 – 6:00 P.M.
CITY HALL, 102 W. AHTANUM ROAD, UNION GAP

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

A. Approval of Minutes:

Regular Council Meeting Minutes, dated September 9, 2019 as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Payroll Vouchers – EFT's, and Voucher Nos. 99915 through 99922 for September 23, 2019, in the amount of \$341,495.30

Petty Cash Vouchers – Check No. 1908 for September 23, 2019, in the amount of \$61.75

Claims Vouchers – EFT's, and Voucher Nos. 99923 through 100022 for September 23, 2019, in the amount of \$1,675,237.80

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

IV. GENERAL ITEMS

Finance & Administration

1. Resolution No. – 19-42 - Authorizing City Manager to Sign Retainage Agreement with MH Construction

2. Resolution No. – 19-43 - Approving Loan Conditions for USDA-RD Loan Resolution (Form RD 1942-47)
3. Ordinance No. - 2970 – Bond Ordinance – Civic Campus Project
4. Ordinance No. - _____ - 2019 Budget Amendment – Creating Fund 305 – Regional Beltway Connector

Public Works & Community Development

Resolution No. - _____ - Set Public Hearing – Comprehensive Plan/
Rezone Amendment

Police

Resolution No. - _____ - Cooperative Fire Protection Agreement with the
Bureau of Indian Affairs Yakama Agency

- 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: September 23, 2019
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – Authorizing City Manager to Sign Retainage Agreement with MH Construction

SYNOPSIS: In order to close the USDA loan for the Civic Campus Project, the City must have an agreement in place relating to the final release of retainage to MH Construction

RECOMMENDATION: Approve a Resolution authorizing the City Manager to sign a retainage agreement with MH Construction.

LEGAL REVIEW: City Attorney reviewed this resolution.

FINANCIAL REVIEW: No financial impact to the budget

BACKGROUND INFORMATION: This was discussed at the Finance and Administration committee meeting on September 23, 2019.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution 19-42
2. Retainage Agreement
3. Approval from USDA Regarding Closing the USDA Loan Pending Retainage Agreement with MH Construction

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. 19-42

A RESOLUTION authorizing the City Manager to sign a retainage agreement with MH Construction.

WHEREAS, MH Construction performed services as the general contractor for the new Union Gap Civic Campus;

WHEREAS, the City has kept the required retainage until the Washington State Department of Labor & Industries (L&I) gives approval to release the retainage;

WHEREAS, L&I still has not issued approval to release the retainage, and the City needs to close the USDA loan that funds the project. USDA has agreed to allow closure of the loan under the stipulation that the City of Union Gap has a legal agreement with MH Construction stating that the retainage will not be released until L&I provides approval to release it.

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

The City Manager is authorized to sign a retainage agreement with MH Construction.

PASSED this 23rd day of September, 2019

Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

RETAINAGE AGREEMENT

This Agreement is entered into this 23rd day of September, 2019, by and between the CITY OF UNION GAP, a Washington municipal corporation ("City") and MH CONSTRUCTION of Kennewick, Washington State, ("MH"). City and MH are referred to collectively herein as the "Parties."

W-I-T-N-E-S-S-E-T-H

WHEREAS, MH performed services as a general contractor for the new Union Gap Civic Campus; and

WHEREAS, City has kept the required retainage amount under the contract until the City receives approval from Washington State Department of Labor & Industries (L&I) to release the retainage; and

WHEREAS, L&I still has not issued approval to release the retainage and the City is in need of closing on the USDA loan that funds the project; and

NOW THEREFORE, In consideration of the mutual promises, terms, covenants, and conditions set forth herein, the Parties agree as follows:

1. Agreement.
The parties agree that the retainage will not be released to MH until all requirements have been met under the contact with the City and under the law. This includes the City receiving approval from L&I to release the retainage to MH.
2. Modification. This Agreement may be amended only in writing approved by the City and MH Construction.
3. Governing Law/Forum Selection. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The Parties agree that Yakima County is the appropriate venue for filing of any civil action arising out of this Agreement.
4. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and do not define, limit, extend or describe the scope of this Agreement.
6. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

7. Complete Agreement. This Agreement represents and contains the entire understanding between the Parties. The Parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly referenced in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of Union Gap

MH Construction

Arlene Fisher, City Manager

Jon Holland
Print Name Jon Holland . U.P.

Attest:

Karen Clifton, City Clerk

From: [Canatsey, Marlene - RD, Yakima, WA](#)
To: [Clifton, Karen](#)
Subject: RE: Public Works Project- Union Gap Civic Campus- City of Union Gap
Date: Tuesday, September 10, 2019 3:18:17 PM
Attachments: [image001.png](#)

Karen,

USDA is in agreement to close the loan as long as the City of Union Gap has a legal agreement with MH Construction that retainage will not be released until the L&I complaint/claim has been resolved and L&I clearance is provided. The city of Union gap will pay Kutac Rock for bond counsel services, ARC for architectural services, and Cashmere Valley Bank for interim financing.

The legal agreement with MH will need to be attached to the final pay request. When the L&I issue is resolved the City of Union Gap will provide USDA confirmation that MH construction has been paid in full and the L&I issue is resolved.

The USDA loan will need to be closed at a dollar amount rounded to the nearest 100. In this case the USDA loan will be closed for \$9,315,900.00 The City of Union Gap will be responsible for the remaining \$56.55.

The loan amount will be closed for \$9,315,900 @ 2.75% and term of 30 years. The quarterly payment of \$114,307 equaling an annual payment of \$457,228.

CP Specialist

Note new direct phone number: 509-367-8570

1606 Perry Street, Ste D

Yakima, WA 98902

"Together, America Prospers"



City Council Communication

Meeting Date: September 23, 2019
From: Karen Clifton; Director of Finance & Administration
Topic/Issue: Resolution – Approving Loan Conditions for USDA-RD Loan Resolution (Form RD 1942-47).

SYNOPSIS: As part of the closing process for the USDA-RD loan for the Civic Campus, the City is required to approve a USDA-RD Loan Resolution (Form RD 1942-47).

RECOMMENDATION: Approve a Resolution authorizing the City Mayor to sign the USDA-RD Loan Resolution (Form RD 1942-47) for the Civic Campus.

LEGAL REVIEW: City Attorney reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution 19-43
2. USDA-RD Loan Resolution (Form RD 1942-47)

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. 19-43

A RESOLUTION approving the loan conditions established by the United States Department of Agriculture, Rural Housing Service (USDA-RD), for the Civic Campus.

WHEREAS, as part of the closing process for the USDA-RD loan for the Civic Campus, the City is required to approve a USDA-RD Loan Resolution (Form RD 1942-47);

WHEREAS, the City Council needs to pass a resolution authorizing the approval of the USDA-RD Loan Resolution (Form RD 1942-47).

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

The City Council approves the loans conditions established by the USDA-RD, and authorizes the Mayor to sign the USDA-RD Loan Resolution (Form RD 1942-47).

PASSED this 23rd day of September, 2019

Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

USDA

Form RD 1942-47

(Rev. 12-97)

LOAN RESOLUTION
(Public Bodies)

FORM APPROVED
OMB NO. 0575-0015

A RESOLUTION OF THE City Council

OF THE Union Gap, City of

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

City Civic Campus

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Union Gap, City of

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of
\$9,315,900

pursuant to the provisions of RCW 35; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as City Clerk of the Union Gap, City of
 hereby certify that the City Council of such Association is composed of
seven members, of whom seven, constituting a quorum, were present at a meeting thereof duly called and
 held on the 23rd day of September, 2019; and that the foregoing resolution was adopted at such meeting
 by the vote shown above. I further certify that as of 10-08-2019, the date of closing of the loan from the Government, said resolution
 remains in effect and has not been rescinded or amended in any way.

Dated, this 8th day of October, 2019.

 Title City Clerk



City Council Communication

Meeting Date: September 23, 2019
From: Karen Clifton; Director of Finance & Administration
Topic/Issue: Ordinance – Bond Ordinance – Civic Campus Project

SYNOPSIS: The City is selling limited tax general obligation bonds in the amount of \$9,315,900, for the Union Gap Civic Campus, and the City must adopt a bond ordinance in order to do this.

RECOMMENDATION: Adopt an Ordinance authorizing the sale of Limited Tax General Obligation Bond for the Civic Campus.

LEGAL REVIEW: City Attorney reviewed this ordinance.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Bond Ordinance No. 2970

ORDINANCE NO. 2970

AN ORDINANCE OF THE CITY OF UNION GAP, YAKIMA COUNTY, WASHINGTON; AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF \$9,315,900 PRINCIPAL AMOUNT OF THE CITY'S LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2019, TO REPAY THE CITY'S LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2017; PROVIDING FOR THE DESIGNATION, DATE, TERMS, MATURITIES, FORM, PAYMENT AND PREPAYMENT PROVISIONS OF THE BONDS; PLEDGING THE CITY'S FULL FAITH, CREDIT AND RESOURCES TO THE PAYMENT OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR ADDITIONAL DEPOSITS THEREIN; PROVIDING FOR REGISTRATION AND AUTHENTICATION OF THE BONDS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE UNITED STATES OF AMERICA, ACTING THROUGH THE DEPARTMENT OF AGRICULTURE, RURAL HOUSING SERVICE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

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ORDINANCE NO. 2970

AN ORDINANCE OF THE CITY OF UNION GAP, YAKIMA COUNTY, WASHINGTON; AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF \$9,315,900 PRINCIPAL AMOUNT OF THE CITY'S LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2019, TO REPAY THE CITY'S LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2017; PROVIDING FOR THE DESIGNATION, DATE, TERMS, MATURITIES, FORM, PAYMENT AND PREPAYMENT PROVISIONS OF THE BONDS; PLEDGING THE CITY'S FULL FAITH, CREDIT AND RESOURCES TO THE PAYMENT OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR ADDITIONAL DEPOSITS THEREIN; PROVIDING FOR REGISTRATION AND AUTHENTICATION OF THE BONDS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE UNITED STATES OF AMERICA, ACTING THROUGH THE DEPARTMENT OF AGRICULTURE, RURAL HOUSING SERVICE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

**CITY OF UNION GAP
Yakima County, Washington**

**LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2019
PRINCIPAL AMOUNT OF \$9,315,900**

THE CITY COUNCIL OF THE CITY OF UNION GAP DO ORDAIN as follows:

WHEREAS, the City of Union Gap, Yakima County, Washington (the "City"), is an optional municipal code city duly organized and existing under and by virtue of the Constitution and laws of the state of Washington (the "State") now in force;

WHEREAS, the City is authorized and empowered by chapters 35A.11, 35A.84, 39.36 and 39.46 RCW to sell, issue and deliver its general obligation bonds to finance the construction of a new City Services Building/City Hall;

WHEREAS, pursuant to chapters 35A.11, 35A.84, 39.36 and 39.50 RCW and Ordinance No. 2930, adopted by the City Council of the City (the "Council") on September 25, 2017, the City authorized the sale, issuance and delivery of not to exceed \$9,500,000 principal amount its Limited Tax General Obligation Bond Anticipation Notes, Series 2017 (the "Notes");

WHEREAS, in accordance with Ordinance No. 2930, the City issued the Notes in the aggregate principal amount of \$9,315,900 on October 3, 2017;

WHEREAS, the Council pledged, as the source of security for the payment of the principal and interest of the Notes, the proceeds of the Bonds (as defined herein);

WHEREAS, RCW 39.69.020 authorizes the City to enter into loan agreements with the United States government and to evidence the City's obligation to repay the loan under the terms and conditions of such loan agreement;

WHEREAS, RCW 39.69.020 further authorizes such loan agreement to provide that the City's obligation to repay the loan solely from taxes set aside in a special fund for the repayment of the loan;

WHEREAS, the United States of America, acting through the United States Department of Agriculture, Rural Housing Service (the "Purchaser"), has issued a Letter of Conditions (as defined herein) to loan the City \$9,315,900, the proceeds of which are to be used to repay the principal of and interest on the Notes;

WHEREAS, the City adopted a Loan Resolution (Form RD 1942-47) (the "Loan Resolution") on October 8, 2019, approving the loan conditions established by the United States Department of Agriculture, Rural Housing Service;

WHEREAS, the Council deems it necessary and advisable that the City sell, issue and deliver \$9,315,900 principal amount of its Limited Tax General Obligation Bond, Series 2019 (the "Bonds"), to the Purchaser;

WHEREAS, the principal amount of the Bonds, when added to other outstanding nonvoted general obligation debt heretofore authorized (offset by cash and investments in the City's General Fund (\$1,492,860) and issued by the City (\$9,315,900), does not exceed \$12,050,011 which is the City's limitation of nonvoted general obligation indebtedness, nor, when the principal amount of the Bonds are added to all outstanding voted general obligation debt heretofore authorized and issued by the City (\$0.00) does not exceed \$20,083,352, which is the City's limitation on all nonvoted and voted general obligation indebtedness prescribed by RCW 39.36.020(2) and (4) as calculated based on the assessed value of the property within the City;

WHEREAS, pursuant to the provisions of RCW 39.44.130, the Treasurer of the City has agreed to perform the duties prescribed in chapter 39.44 RCW as to the registration of the Bonds;

WHEREAS, the Purchaser has offered to purchase the Bonds at the price and according to the terms set forth in the Letter of Conditions; and

WHEREAS, the Council has determined it to be in the best interest of the City to accept such offer and to sell the Bonds to the Purchaser, at private sale pursuant to chapter 39.48 RCW;

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED as follows:

Section 1: Definitions

As used in this Ordinance, the following terms have the meanings provided in this Section 1.

Acquisition, Acquiring or Acquire includes purchase, securing, lease, receipt by gift or grant, condemnation, transfer or other acquirement or any combination thereof.

Bond Counsel means Kutak Rock LLP or such other nationally recognized bond counsel firm as designated by the City Manager.

Bond Fund means the City's "Limited Tax General Obligation Bond Fund" created by Section 16 of Ordinance No. 1627, and referred to in Section 9 of this Ordinance.

Bond Register means the registration records maintained by the Registrar on which shall appear the names and addresses of the Registered Owners.

Bonds means the bonds authorized by Section 4 of this Ordinance, designated as "City of Union Gap Limited Tax General Obligation Bond, Series 2019," or such other designation as the City Manager and/or Treasurer shall determine.

City means the City of Union Gap, Yakima County, Washington, an optional municipal code city duly organized and existing under and by virtue of the Constitution and laws of the State.

City Clerk means the de facto or de jure Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the Council, or her successor in functions, if any.

City Manager means the City Manager of the City or her successor in functions, if any.

Code means the Internal Revenue Code of 1986, as amended, and any proposed, temporary or final Treasury Regulations promulgated thereunder.

Costs of the Project means all or any part designated by the Council as costs of the Project, or interest therein, as specified in Section 3 of Ordinance No. 2930.

Council means the City Council of the City, as the same shall be duly and regularly constituted from time to time.

Interest Rate means the per annum interest rate specified by the Purchaser for the Bonds pursuant to the Community Facility Loan Program. Such rate is expected to be the lower of: (1) the applicable interest rate as of the date the Purchaser mails a signed copy of Form 1940-1 with regard to the Bonds to the City, or (2) the applicable interest rate on the date the Bonds are issued.

Installment Payment Date shall mean the date that is three months from the closing date of the Bonds and that day quarterly thereafter to and including the final maturity of the Bonds.

Letter of Conditions means the letter of conditions from the United States Department of Agriculture, Rural Housing Service to the City, dated July 26, 2016.

Mayor shall mean the de facto or de jure Mayor of the City, or any presiding officer or titular head of the City, or his successor in functions, if any.

Notes shall mean the interest bearing bond anticipation notes of the City designated the “City of Union Gap Limited Tax General Obligation Bond Anticipation Notes, Series 2017,” authorized to be issued in the principal amount of not to exceed \$9,500,000 pursuant to, and for the purposes authorized by Ordinance No. 2930.

Note Fund shall mean the “City of Union Gap Limited Tax General Obligation Bond Anticipation Note Fund, Series 2017”, created pursuant to Section 15 of Ordinance No. 2930.

Ordinance means this Ordinance adopted by the Council on September 23, 2019, authorizing the sale, issuance and delivery of the Bonds.

Ordinance No. 1627 means the ordinance adopted by the Council on December 14, 1992, creating the Bond Fund.

Ordinance No. 2930 means the ordinance adopted by the Council on September 25, 2017, authorizing the issuance of the Notes.

Outstanding means, when used with reference to the Bonds, as of any particular date, any Bonds that has been issued, executed, authenticated and delivered except: (1) any Bond canceled because of payment prior to their stated dates of maturity; and (2) any Bond (or portion thereof) deemed to have been paid pursuant to Section 15 of this Ordinance.

Project means the Acquisition, construction, installation and equipping of a new City Services Building/City Hall, all as more particularly described in Section 3 of Ordinance No. 2930, and which shall be financed in part by the Bonds and the Notes.

Purchaser means the United States of America, acting through the United States Department of Agriculture, Rural Housing Service.

Registered Owner means the person named as the registered owner of a Bond on the Bond Register, initially the Purchaser.

Registrar shall mean the Treasurer, acting in the capacity as registrar, authenticating agent, paying agent and transfer agent of the Bonds, or her successors in functions, as now or hereafter designated.

Treasurer shall mean the Treasurer of the City, and any successor treasurer of the City in functions, if any.

Section 2: Interpretation

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

A. *Internal References.* All references in this Ordinance to designated “Sections” and other subdivisions are to the designated sections and other subdivisions of this Ordinance. The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision.

B. *Persons.* Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public boards, as well as natural persons.

C. *Headings.* Any headings preceding the texts of the several sections of this Ordinance and the table of contents, shall be solely for convenience of reference and shall not constitute a part of this Ordinance, nor shall they affect its meaning, construction or effect.

D. *Accounting Terms.* All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as in effect from time to time.

E. *Writing Requirement.* Every “notice,” “certificate,” “consent” or similar action hereunder by the City shall, unless the form thereof is specifically provided, be in writing signed by an authorized representative of the City.

F. *Time.* In the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and each of the words “to” and “until” means “to but excluding.”

G. *Redemption.* Words importing the prepayment, redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

H. *Payment Terms.* References to the payment of the Bonds shall be deemed to include references to the payment of interest thereon.

I. *Gender.* Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words imparting the singular number shall include the plural numbers and vice versa, unless the context shall otherwise dictate.

Section 3: The Project

A. *Description of the Project.* The Notes were issued for the purpose of providing the funds to pay the Costs of the Project for the Acquisition, construction, installation and equipping of a new City Services Building/City Hall, as more particularly described in Ordinance No. 2930.

B. *Costs of the Project.* The total Costs of the Project were estimated to be \$9,672,426, of which the amount of \$9,461,500 was temporarily financed by the proceeds of the Notes, and the balance was provided by the City from other legally available sources.

C. *Payment of the Notes.* The proceeds of the Bonds are pledged and shall be used to repay all of the Notes outstanding incurred to pay a portion of the Costs of the Project.

Section 4: Authorization of the Bonds

A. *The Bonds.* A limited tax general obligation bond is hereby authorized to be sold, issued and delivered, which shall be designated “City of Union Gap Limited Tax General

Obligation Bond, Series 2019.” The Bonds shall be dated their date of delivery; shall be in the aggregate principal amount of \$9,315,900; shall mature on the Installment Payment Date scheduled to occur on, or nearest to, 30 years from the date of issuance on the Bonds (or such earlier date that the principal of and interest on the Bonds are fully paid, whichever occurs first); shall bear interest on the outstanding principal balance from their date, or from the most recent Installment Payment Date to which interest has been paid or duly provided for, whichever occurs later, at the Interest Rate (computed on the basis of a 365-day year for actual number of days elapsed); shall be numbered R-1, with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall be issued only in registered form as to both principal and interest on the Bond Register. The sale of the Bonds to the Purchaser, pursuant to the Letter of Conditions is hereby approved.

B. *Payment of the Bonds.* Principal of and interest on the Bonds shall be made on the Installment Payment Date until the Bonds’ stated date of maturity or prepayment, whichever occurs first. Installment Payment Dates scheduled on a non-business day shall be made on the first business day immediately thereafter. The final quarterly installment may be in such greater or lesser amount as is necessary to fully pay the Bonds. The Bonds shall be substantially in the form as set forth in Exhibit “A,” attached hereto and by this reference made a part hereof.

C. *Negotiable Instrument.* The Bonds shall be a negotiable instrument to the extent provided by chapter 62A.3 RCW.

Section 5: Prepayment

A. *Prepayment.* The City hereby reserves the right, for so long as the Purchaser is the Registered Owner, to prepay scheduled installments on the Bonds, in whole or in part, in the City’s sole discretion. So long as the Purchaser is the Registered Owner, partial prepayments of principal of and interest on the Bonds shall, after the payment of interest, be applied to the installments last to become due on the Bonds. No partial prepayment shall extend or postpone the due date of any subsequent installment. Partial prepayments shall be in multiples of \$1,000 each or such lesser amounts acceptable to the Registered Owner. Any prepayment shall be made without penalty, without additional interest or charges. Notice of any such intended prepayment, specifying the amount of such prepayment, shall be given by first-class mail, postage prepaid, to the Registered Owner of the Bonds to be prepaid at the address appearing on the Bond Register at least 20 days prior to the prepayment date.

B. *Optional Prepayment.* If the Bonds are no longer held by the Purchaser, as the Registered Owner, they will be subject to redemption in such a manner as the City, in its sole discretion, shall determine.

Section 6: Place, Manner and Medium of Payment

A. *Payment Medium.* The principal of and interest on the Bonds are payable in lawful money of the United States of America to the Registered Owners thereof.

B. *Payment of Principal and Interest.* For so long as the Purchaser is the Registered Owner of the Bonds, payment of each installment of principal of and interest on the Bonds to, but not including, the final payment thereof, shall be made to the Registered Owner thereof when due

by preauthorized debit from a bank account of the City so designated for such payments. In the event the Registered Owner shall be other than the Purchaser, payment of each installment of principal of and interest on the Bonds, to but not including, the final payment thereof, shall be made to the Registered Owner thereof when due by check or draft of the Registrar mailed to such Registered Owner at the address appearing on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the Installment Payment Date, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. The final installment of principal of and interest on the Bonds shall be payable to the Registered Owner, upon presentation and surrender of the Bonds by the Registered Owner at the office of the Bond Registrar on or after its stated date of maturity or prior redemption.

C. *Interest on Delinquent Amounts of the Bonds.* If any installment of principal and interest is not paid when due, the City shall pay interest on that installment at the same rate provided in the Bonds from and after its payment date until that installment, both principal and interest, is paid in full.

D. *Ownership of Bonds.* The City and the Registrar may deem and treat the Registered Owner of the Bonds as the absolute owner of the Bonds for the purpose of receiving payments of principal and interest due on the Bonds and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Section 7: Pledge of Full Faith, Credit and Resources of the City

The Bonds are limited tax general obligations of the City and, as such, the full faith, credit and resources of the City are hereby pledged for their payment, within the appropriate constitutional and statutory limitations pertaining to nonvoted general obligations. The Bonds are issued within the applicable constitutional and statutory debt limitations of the City.

The officers now or hereafter charged by law with the duty of levying taxes for the payment of the Bonds and the interest thereon shall, in the manner provided by law, make annual tax levies upon all of the taxable property within the City sufficient, together with other legally available money, to meet the quarterly payments of principal and interest on the Bonds as they become due, as provided in Section 4 hereof, having always in mind the constitutional and statutory tax limitations pertaining to nonvoted general obligations.

Section 8: The Note Fund

There has heretofore been created by Section 15 of Ordinance No. 2930 the “City of Union Gap Limited Tax General Obligation Bond Anticipation Note Fund, Series 2017,” into which the Treasurer shall deposit proceeds of the sale of the Bonds in an amount sufficient to pay, redeem and retire the Notes.

Section 9: The Bond Fund

A. *The Bond Fund.* There has heretofore been created by Section 16 of Ordinance No. 1627 and shall continue to be maintained in the office of the Treasurer, a fund separate and distinct from all other funds of the City designated the “City of Union Gap Limited Tax General Obligation Bond Fund,” or such other designation conforming to banking requirements or accounting

practices. The Bond Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds and all other limited tax general obligation bonds of the City when due. The proceeds of the taxes levied and collected pursuant to Section 7 hereof, together with other legally available money, shall be deposited in the Bond Fund prior to any Installment Payment Date, and thereafter held in the Bond Fund until withdrawn for the purposes of this Section 9. Any accrued interest paid to the City as Bond proceeds shall be deposited into the Bond Fund. The City Manager is hereby authorized and directed to pay to the Registrar, in its capacity as the City's paying agent, all payments of principal of and interest on the Bonds in sufficient time for such payments to be made.

B. *Deposits to the Bond Fund.* Accrued interest, if any, received from the sale of the Bonds shall be deposited into the Bond Fund. Tax receipts and, as from time to time, directed by the Council, other City money legally available for payment of the Bonds, shall be deposited in the Bond Fund to the extent necessary to pay the principal of, premium, if any, and interest on the Bonds.

The City Manager and/or Treasurer are further authorized and directed to transfer or credit property taxes in sufficient amounts received by the City to the Bond Fund in sufficient time to make payment of the principal of and interest on the Bonds.

C. *Maintenance and Investment of Money in the Bond Fund.* The Bond Fund shall be maintained by the City until the principal of and interest on the Bonds, and all other limited tax general obligations of the City, have been fully paid. Money in the Bond Fund may be invested in readily marketable, United States-backed securities as permitted by law, which investments shall mature prior to the date on which such money shall be needed for required interest or principal payments. All interest earned and income derived by virtue of such investments shall remain in the Bond Fund and be used to meet the required deposits therein.

D. *Additional Accounts or Funds.* The City Manager and/or Treasurer are hereby authorized to create additional accounts or funds in order to implement the purposes of this Ordinance.

Section 10: Sale and Delivery of the Bonds Authorized

The Council hereby authorizes and directs each of the Mayor, the City Manager and/or the Treasurer, to execute and deliver the Bonds to the Purchaser, to execute all other documents and to take all such further action for the proper application and use of the proceeds of the sale thereof, including executing such certificates and receipts as may be necessary to properly document the issuance of the Bonds.

In addition, the Mayor, the City Manager, the Treasurer and Kutak Rock LLP are hereby authorized by the Council to prepare, execute and deliver such other certificates, agreements and documents, and to take such other actions on behalf of the City as may be reasonable and necessary:

A. to facilitate the issuance and sale of the Bonds;

B. to meet all provisions of the Code in order to maintain tax-exempt status of the Bonds; and

C. in connection with any matters related thereto, until the final maturity date of the Bonds or redemption, whichever occurs first.

Section 11: Execution and Authentication of the Bonds

A. *Execution of the Bonds.* Without unreasonable delay, the City shall cause definitive Bonds to be prepared, executed, and delivered. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, shall be attested by the manual or facsimile signature of the City Clerk, and shall have the seal of the City impressed or imprinted thereon.

B. *Authentication of the Bonds.* The Bonds shall be delivered to the Registrar for authentication. The Bonds shall be numbered in the manner and with any additional designation as the Registrar deems necessary for purposes of identification. Only the Bonds that bear a Certificate of Authentication substantially in the form set forth in Exhibit "A" attached hereto and manually executed by an authorized representative of the Registrar shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Ordinance.

C. *Temporary Bond.* Until the definitive Bonds are prepared, the City may, if deemed necessary by the City Manager, utilize a temporary Bond which shall be typewritten, and which shall be delivered to the Purchaser in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds. Such temporary Bond shall be dated as of the date of the Bond, shall be in the denomination of not to exceed \$9,315,900, shall be numbered T-1, shall be substantially of the tenor of such definitive Bonds, but with such omissions, insertions and variations as may be appropriate to a temporary Bond, and shall be manually signed by the Mayor and the City Clerk and shall have the seal of the City impressed thereon. The Treasurer shall be the Registrar in the event and for so long as a temporary Bond is utilized.

D. *Validity of Signatures.* In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the City before the Bonds so signed or attested shall have been authenticated or delivered by the Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued, and, upon such authentication, delivery and issue, shall be as binding upon the City as though those who signed and attested the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of such Bond shall be the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 12: The Registrar

A. *Registrar.* The Treasurer is hereby appointed as Registrar, authenticating agent, paying agent and transfer agent with respect to the Bonds, subject to the terms and conditions of this Section 12.

B. *Delegated Duties.* The Registrar is hereby authorized and directed, on behalf of the City, to authenticate and deliver the Bonds initially issued or transferred or exchanged in accordance with the provisions of the Bonds and this Ordinance and to carry out all of the Registrar's powers and duties under this Ordinance.

C. *Bond Register.* The Bonds shall be issued only in registered form as to both principal and interest. The Registrar shall keep, or cause to be kept, at its office the Bond Register which shall at all times be open to inspection by the City. The City hereby specifies and adopts the system of registration for the Bonds approved by the Washington State Finance Committee.

D. *Fees and Costs.* The Treasurer shall receive no additional compensation from the City for performing the functions of the Registrar under this Ordinance; *provided*, in its discretion, the City may pay to any successor Registrar from time to time reasonable compensation for all services rendered under this Ordinance, together with reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agents and employees, incurred in good faith in and about the performance of their powers and duties under this Ordinance.

E. *Representations.* The Registrar shall be responsible for its representations contained in the Registrar's Certificate of Authentication on the Bonds.

F. *Ownership Rights.* The Registrar may become the Registered Owner of the Bonds with the same rights it would have if it were not the Registrar. To the extent permitted by law, any successor Registrar may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners of the Bonds.

G. *Cancellation of Surrendered Bonds.* Any Bonds surrendered to the Registrar for payment, transfer or exchange, as well as the Bonds surrendered by the City for cancellation, shall be canceled immediately by the Registrar and returned to the City. Such Bonds thereafter shall be destroyed.

Section 13: Transfer and Exchange of Bonds

A. *Transfer of Bonds.* The Bonds shall be transferable by the Registered Owner thereof in person, or by their attorney duly authorized in writing, upon due completion of the Registration Certificate appearing thereon and upon surrender of the Bonds at the office of the Registrar for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor.

B. *Exchange of Bonds.* The Bonds shall be exchangeable by the Registered Owner thereof in person, or by its attorney duly authorized in writing, for one or more new Bonds, upon surrender of the Bonds at the office of the Registrar for cancellation.

C. *Authentication and Delivery of New Bonds.* Whenever a Bond shall be surrendered for transfer or exchange, the Registrar shall authenticate and deliver to the transferee or exchangee, in exchange therefor, a new fully registered Bond or Bonds of any authorized denomination or denominations, of the same maturity and interest rate as, and for the aggregate principal amount

of, the Bond being surrendered. Notwithstanding the foregoing sentence, the Registrar is not required to transfer or exchange any Bond during the 15 days preceding any principal or interest payment date.

D. *Payment of Fees and Costs.* In all cases, except so long as the Purchaser is the Registered Owner, the Registrar shall require the payment by the Registered Owner requesting such transfer or exchange of any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

Section 14: Mutilated, Lost, Stolen or Destroyed Bonds

A. *Issuance of Substitute Bond.* If any Bond shall become mutilated, lost, stolen or destroyed, the affected Registered Owner shall be entitled to the issuance of a substitute Bond only as follows:

(1) in the case of a lost, stolen or destroyed Bond, the Registered Owner shall:
(a) provide notice of the loss, theft or destruction to the City and the Registrar within a reasonable time after the Registered Owner receives notice of the loss, theft or destruction;
(b) request the issuance of a substitute Bond; (c) provide evidence, satisfactory to the City and the Registrar, of the ownership and the loss, theft or destruction of the affected Bond; and (d) file in the offices of the City and the Registrar a written affidavit specifically alleging on oath that such Registered Owner is the proper owner, payee or legal representative of such owner or payee of the Bond that has been lost, stolen or destroyed, giving the date the Bond was issued and the number, principal amount and series of such Bond, and stating that the Bond has been lost, stolen or destroyed, and has not been paid and has not been received by such Registered Owner;

(2) in the case of a mutilated Bond, the Registered Owner shall surrender the Bond to the Registrar for cancellation; and

(3) in all cases, except so long as the Purchaser is the Registered Owner, the Registered Owner shall provide indemnity against any and all claims arising out of or otherwise related to the issuance of substitute Bond pursuant to this Section 14 satisfactory to the City and the Registrar.

Upon compliance with the foregoing, a new Bond of like tenor and denomination, bearing the same number as the mutilated, lost, stolen or destroyed Bond, and with the word "DUPLICATE" stamped or printed plainly on its face, shall be executed by the City, authenticated by the Registrar and delivered to the Registered Owner, all at the expense of the Registered Owner to whom the substitute Bond is delivered, except so long as the Purchaser is the Registered Owner. Notwithstanding the foregoing, the Registrar shall not be required to authenticate and deliver any substitute Bond for a Bond that has matured or is about to mature or that has been called for redemption and, in any such case, the principal or redemption price and interest then due or becoming due shall be paid by the Registrar in accordance with the terms of the mutilated, destroyed, lost or stolen Bond without substitution therefor.

B. *Notation on the Bond Register.* Upon the issuance and authentication of any substitute Bond under the provisions of this Section 14, the Registrar shall enter upon the Bond Register a notation that the original Bond was canceled and a substitute Bond was issued.

C. *Rights of Registered Owners of Substitute Bond.* Every substitute Bond issued pursuant to this Section 14 shall constitute an additional contractual obligation of the City and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued hereunder unless the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by a bona fide purchaser for value without notice. In the event the Bond alleged to have been destroyed, lost or stolen shall be enforceable by anyone, the City may recover the substitute Bond from the Registered Owner to whom it was issued or from anyone taking under the Registered Owner except a bona fide purchaser for value without notice.

D. *Exclusive Rights.* The Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or of investment or other securities without their surrender.

Section 15: Defeasance of the Bonds

In the event the Purchaser is no longer the Registered Owner of the Bonds, and money and/or “government obligations” (as defined from time to time in RCW 39.53.010), maturing or having guaranteed redemption prices at the option of the owner at such time or times and bearing interest to be earned thereon in such amounts as are sufficient, together with any resulting cash balances, to redeem and retire part or all of the Bonds in accordance with their terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on the Bonds so provided for, and such Bonds shall then cease to be entitled to any lien, benefit or security of this Ordinance, except the right to receive the funds so set aside and pledged, and such Bonds shall not longer be deemed to be Outstanding hereunder.

If the principal or redemption price of a Bond becoming due, at maturity or otherwise, together with all interest accruing thereon to the due date, has been paid or provision therefor made in accordance with this Section 15, all interest on such Bond shall cease to accrue on the due date and all liability of the City with respect to such Bond shall cease as of the date the principal, redemption price, if any, and interest is so provided for, except as hereinafter provided. Thereafter the Registered Owner of such Bond shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bond, and the Registrar shall hold such funds in trust for such Registered Owners uninvested and without interest.

Notwithstanding the foregoing, for as long as the Purchaser is the Registered Owner of the Bond, the City agrees not to defease the Bonds without consent of Purchaser.

Section 16: Tax Covenants

A. *Compliance with the Code.* The City covenants to comply with each requirement of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the City covenants to comply with the provisions of the Tax Compliance Certificate to be executed by the City on the date of initial issuance and delivery of the Bonds, as such Tax Compliance Certificate may be amended from time to time.

B. *Necessary Payments.* The City covenants to make any and all payments required to be made to the United States Department of the Treasury in connection with the Bonds pursuant to Section 148(f) of the Code.

C. *Survival of Tax Covenants.* Notwithstanding any other provision of this Ordinance to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Bond for federal income tax purposes, the covenants contained in this Section 16 shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 15 of this Ordinance.

D. *Remedies.* Notwithstanding any other provision of this Ordinance to the contrary: (1) upon the City's failure to observe or refusal to comply with the above covenants, the Registered Owner, or any trustee acting on their behalf, shall be entitled to the rights and remedies provided to the Registered Owner under this Ordinance, other than, except so long as the Purchaser is the Registered Owner, the right to declare the principal of and interest on all Outstanding Bonds to be due and payable; and (2) neither the holders or Registered Owner of bonds of any series other than the Bonds, nor a trustee acting on their behalf, shall be entitled to exercise any right or remedy provided to Registered Owner under this Ordinance based upon the City's failure to observe, or refusal to comply with, the above covenants.

Section 17: Insurance

The City covenants and agrees, for so long as the Bonds remain Outstanding to carry the types of insurance required by the Purchaser pursuant to the Letter of Conditions and 7 C.F.R. §1942.17(j)(3) as may be amended from time to time or other applicable regulation.

Section 18: Amendments to the Ordinance

A. *Amendments Not Requiring Registered Owner Consent.* The Council from time to time, and at any time, may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more of all the following purposes: (1) to add to or delete from the covenants and agreements of the City in this Ordinance, or to surrender any right or power reserved to the City herein, provided such additions or deletions shall not adversely affect the interests of the Registered Owners of any Bond; and (2) to cure, correct or supplement any ambiguous or defective provision contained in this Ordinance, provided such supplemental ordinance shall not adversely affect the interests of the Registered Owners of the Bonds. Any such supplemental ordinance may be adopted without the consent of the Registered Owners of any Bond at any time Outstanding, notwithstanding any of the provisions of subsection B of this Section 18.

B. *Amendments Requiring Registered Owner Consent.* With the consent of the Registered Owners of not less than 65 percent in aggregate principal amount of the Bonds at the time Outstanding, the Council may adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to, or changing in any manner, or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall: (1) extend the fixed maturity of any Bond, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or alter the redemption provisions pertaining thereto, without the consent of the Registered Owner of each Bond so affected; or (2) reduce the aforesaid percentage of Registered Owners required to approve any such supplemental ordinance, without the consent of the Registered Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of Registered Owners consent under this subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof. For the purpose of giving consent under this section, the consent from the Purchaser of the Bonds upon their issuance or remarketing shall be deemed to consent of the holders thereof as permitted by MSRB Rule G-11 or a successor provision.

C. *Effect of Supplemental Ordinances.* Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section 18, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Ordinance and all Registered Owners of the Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

D. *Notations; Replacement Bonds.* The Bonds executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Section 18 may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new Bonds so modified as to conform in the opinion of the Council to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared and delivered without cost to the Registered Owners of any affected Bond then Outstanding, upon surrender for cancellation of such Bond in equal aggregate principal amounts.

Section 19: Contract and Severability of Provisions

The covenants contained in this Ordinance and in the Bonds shall constitute a contract between the City and the Registered Owner of the Bonds. Any action by the Registered Owner of the Bonds shall bind all future Registered Owners of the Bonds in respect of anything done or suffered by the City or the Registrar in pursuance thereof. All the covenants, promises and agreements in this Ordinance contained by or on behalf of the City, or by or on behalf of the Registrar, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction on final appeal (if any appeal be taken) to be contrary to law, then such covenant or agreement shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds.

Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon or give to any person other than the City, the Registrar and the Registered Owner from time to time of the Bonds any rights, remedies or claims under or by reason of this Ordinance or any covenant, condition or stipulation thereof; and all of the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the City shall be for the sole and exclusive benefit of the City, the Registrar and the Registered Owner from time to time of the Bonds.

Section 20: No Personal Recourse

No recourse shall be had for any claim based on this Ordinance or the Bonds against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 21: Ratification

All actions not inconsistent with the provisions of this Ordinance heretofore taken by the Council and the City's employees with respect to the adoption of this Ordinance and the issuance, sale and delivery of the Bonds, are hereby in all respects ratified, approved and confirmed.

Section 22: Repealer

All ordinances or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 23: Effective Date

This Ordinance shall be effective from and after its adoption and five days after its publication, or a publication of its summary in substantially the form set forth in Exhibit "B" hereto, in the official newspaper of the City.

ADOPTED by the City Council of the City of Union Gap, Yakima County, Washington, at a regular meeting thereof, held on the 23rd day of September, 2019.

CITY OF UNION GAP
Yakima County, Washington

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

(S E A L)

* * * * *

CERTIFICATE

I, Karen Clifton, the City Clerk of the City of Union Gap, Yakima County, hereby certify that the foregoing ordinance is a full, true and correct copy of an ordinance duly passed and adopted at a regular meeting of the City Council duly held at the regular meeting place thereof on September 23, 2019, of which meeting all members of such Council had due notice and at which a majority thereof was present; and that at such meeting such ordinance was adopted by the following vote:

AYES, and in favor thereof:

NAYS:

ABSENT:

ABSTAIN:

I further certify that I have carefully compared the same with the original ordinance on file and of record in my office; that such ordinance is a full, true and correct copy of the original ordinance adopted at such meeting; and that such ordinance has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect five days after the publication of its summary in the City's official newspaper.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City on the 23rd day of September, 2019.

CITY OF UNION GAP
Yakima County, Washington

Karen Clifton, City Clerk

(S E A L)

EXHIBIT "A"

[Face of Bond]

**UNITED STATES OF AMERICA
STATE OF WASHINGTON
COUNTY OF YAKIMA**

CITY OF UNION GAP

LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2019

INTEREST RATE:
2.75%

MATURITY DATE:
October 8, 2049

See Page 2
for Additional Provisions

The CITY OF UNION GAP, Yakima County, Washington (the "City"), an optional municipal code city duly organized and existing under and by virtue of the Constitution and laws of the state of Washington (the "State") now in force, acknowledges itself to owe, and for value received promises to pay from the City's "Limited Tax General Obligation Bond Fund" (the "Bond Fund"), created by Ordinance No. 1627, adopted by the City Council of the City (the "Council"), on December 14, 1992, to

**UNITED STATES OF AMERICA,
ACTING THROUGH THE DEPARTMENT OF AGRICULTURE, RURAL HOUSING
SERVICE**

or registered assigns, on the Maturity Date set forth above, the principal sum of

**NINE MILLION THREE HUNDRED FIFTEEN THOUSAND NINE HUNDRED AND
NO/100 DOLLARS**

and to pay interest on the unpaid balance thereof from the Bond Fund from October 4, 2019, or from the most recent Installment Payment Date to which interest has been paid or duly provided for, whichever occurs later, at the Interest Rate per annum specified above (computed on the basis of a 365-day year for actual number of days elapsed).

Principal and interest payments shall be payable in equal amortized quarterly installments of \$114,307 each, beginning on the first Installment Payment Date, and continuing quarterly thereafter on each Installment Payment Date to the Maturity Date specified above or date of prepayment of this Bond, whichever occurs first. The final quarterly installment may be in such greater or lesser amount as is necessary to fully pay this Bond.

This Bond is issued by the City as a single, fully registered bond, in the denomination of \$9,315,900 to provide funds required to redeem the Notes, as provided by the Ordinance. Capitalized terms used herein shall have the meaning given to them in the Ordinance.

The principal of and interest on this Bond is payable in lawful money of the United States of America to the Registered Owners thereof.

For so long as the Purchaser is the Registered Owner of this Bond, payment of each installment of principal of and interest on this Bond to, but not including, the final payment thereof, shall be made to the Registered Owner thereof when due by preauthorized debit from a bank account of the City so designated for such payments. In the event the Registered Owner shall be other than the Purchaser, payment of each installment of principal of and interest on this Bond, to but not including, the final payment thereof, shall be made to the Registered Owner thereof when due by check or draft of the Registrar mailed to such Registered Owner at the address appearing on the Bond Register at the close of business on the fifteenth day of the calendar month preceding the Installment Payment Date, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. The final installment of principal of and interest on this Bond shall be payable to the Registered Owner, upon presentation and surrender of this Bond by the Registered Owner at the office of the Registrar on or after its stated date of maturity or prior redemption.

The City and the Registrar may deem and treat the Registered Owner of this Bond as the absolute owner of this Bond for the purpose of receiving payments of principal and interest due on this Bond and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Reference is hereby made to the Additional Provisions of this Bond set forth on page 2 hereof, and such Additional Provisions shall for all purposes have the same effect as if set forth in this space.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon is manually signed by the Registrar.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things essential to the validity of this Bond and the Bonds of this series do exist, have happened, been done and been performed and that the City has complied with every requirement of the Constitution and the laws of the State now in force and the ordinances and resolutions of the City, particularly the Ordinance, affecting the issue hereof, and that the issuance of this Bond and the Bonds of this series does not exceed any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, City of Union Gap, Yakima County, Washington, has caused this Bond to be executed by the manual signature of the Mayor, attested by the manual signature of its City Clerk and impressed with its seal on _____, 2019.

CITY OF UNION GAP
Yakima County, Washington

[manual signature]

Mayor

ATTEST:

[manual signature]
City Clerk

(S E A L)

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the City of Union Gap Limited Tax General Obligation Bond, Series 2019, dated _____, 2019, and described in the within-mentioned Ordinance.

CITY OF UNION GAP

By: _____
Treasurer, as Registrar

ADDITIONAL PROVISIONS

The Bonds are limited tax general obligations of the City, and, as such, the full faith, credit and resources of the City have been irrevocably pledged for the punctual and full payment of the principal and interest on the Bonds within the appropriate constitutional and statutory tax limitations pertaining to non-voted general obligations. The officers now or hereafter charged by law with the duty of levying taxes for the payment of such Bonds shall make annual levies upon all of the taxable property within the City, which, together with other legally available money, shall be sufficient in amount to meet the quarterly payments of principal and interest maturing and accruing on the Bonds.

The Bonds are issued by the City pursuant to and in full compliance with the Constitution and the laws of the State now in force, particularly chapters 35A.11, 35A.84, 39.36 and 39.46 RCW, and proceedings duly adopted and authorized by the Council, more particularly the Ordinance, for the purpose of providing money necessary to pay all or a portion of the Costs of the Project, all as more particularly described in the Ordinance.

The City has reserved the right, for so long as the Purchaser is the Registered Owner, to prepay scheduled installments on the Bonds, in whole or in part, in the City's sole discretion. So long as the Purchaser is the Registered Owner, partial prepayments of principal of and interest on the Bonds shall, after the payment of interest, be applied to the installments last to become due on the Bonds. No partial prepayment shall extend or postpone the due date of any subsequent installment. Partial prepayments shall be in multiples of \$1,000 each or such lesser amounts acceptable to the Registered Owner. Any prepayment shall be made without penalty, without additional interest or charges. Notice of any such intended prepayment, specifying the amount of such prepayment, shall be given by first-class mail, postage prepaid, to the Registered Owner of the Bond to be prepaid at the address appearing on the Bond Register at least 20 days prior to the prepayment date.

If the Bonds are no longer held by the Purchaser as the Registered Owner, they will be subject to redemption in such a manner as the City, in its sole discretion, shall determine.

The Bonds are transferable or exchangeable by the Registered Owner hereof in person, or by its attorney duly authorized in writing, upon due completion of the Registration Certificate and upon presentation and surrender of the Bonds at the office of the Registrar. Upon such transfer or exchange, a new Bond of the same denomination, maturity and interest rate, and for the aggregate principal amount of the Bond being surrendered will be issued to the transferee or exchangee in exchange therefor. The Registrar shall not be obligated to exchange or transfer any Bond during the 15 days preceding any Installment Payment Date or redemption date.

Reference is hereby made to the Ordinance for the covenants and declarations of the City and other terms and conditions under which this Bond and the Bonds of this series have been issued. The covenants contained herein and in the Ordinance, as they may apply to this Bond, may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Ordinance.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payments of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

BOND COUNSEL OPINION

It is hereby certified that the following is a true and complete copy of the bond counsel opinion of Kutak Rock LLP, on file in my office, which opinion is dated the date of delivery of and payment for the Bond described therein, an original of which was delivered to me on such date, and is a part of the permanent records of the City.

CITY OF UNION GAP
Yakima County, Washington

~~*[manual signature]*~~

City Clerk

[Insert Bond Counsel Opinion of Kutak Rock LLP]

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common	UNIF GIFT MIN ACT – under Uniform Transfer to
	Minors Act _____
TEN ENT - as tenants by the entireties	(Cust) (Minor)
JT TEN - as joint tenants with right	_____
of survivorship and not as tenants in	(State)
common	

Additional abbreviations may also be used although not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints _____

to transfer such Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature: _____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

Bank, Trust Company or Member
Firm of the New York Stock Exchange

Authorized Officer

EXHIBIT “B”

FORM OF SUMMARY OF ORDINANCE NO. 2970

The following is a summary of the principal provisions of Ordinance No. 2970 of the City of Union Gap, Yakima County, Washington, adopted on September 23, 2019. A full text of the Ordinance is available at the office of the City.

AN ORDINANCE OF THE CITY OF UNION GAP, YAKIMA COUNTY, WASHINGTON; AUTHORIZING THE SALE, ISSUANCE AND DELIVERY OF \$9,315,900 PRINCIPAL AMOUNT OF THE CITY’S LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2019, TO REPAY THE CITY’S LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2017; PROVIDING FOR THE DESIGNATION, DATE, TERMS, MATURITIES, FORM, PAYMENT AND PREPAYMENT PROVISIONS OF THE BONDS; PLEDGING THE CITY’S FULL FAITH, CREDIT AND RESOURCES TO THE PAYMENT OF THE BONDS; CREATING AND ADOPTING CERTAIN FUNDS AND ACCOUNTS AND PROVIDING FOR ADDITIONAL DEPOSITS THEREIN; PROVIDING FOR REGISTRATION AND AUTHENTICATION OF THE BONDS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE UNITED STATES OF AMERICA, ACTING THROUGH THE DEPARTMENT OF AGRICULTURE, RURAL HOUSING SERVICE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO



City Council Communication

Meeting Date: September 23, 2019
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – 2019 Budget Amendment – Creating Fund 305 – Regional Beltway Connector

SYNOPSIS: It is necessary to create individual funds for large construction projects, therefore Fund 305 needs to be created in the 2019 Budget to facilitate the accounting process for the Regional Beltway Connector project. Furthermore the City has received a federal grant from the National Highway Freight Program and the Budget needs to be amended to reflect the grant money.

RECOMMENDATION: Adopt and publish an Ordinance amending the 2019 Budget, creating fund number 305 – Regional Beltway Connector, and transferring all revenues and expenditures from related funds to this new fund. Furthermore adopting the Ordinance to amend the 2019 budget

LEGAL REVIEW: The City Attorney reviewed this ordinance.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: This was discussed at the September 16th Finance & Administration Committee meeting.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending the 2019 Budget creating fund number 305 – Regional Beltway Connector, and transferring all revenues and expenditures from related funds to this new fund.

WHEREAS, it is necessary to create separate funds for large projects to facilitate accounting for the individual projects; and

WHEREAS, it is necessary to transfer all of the revenues and expenditures from various funds to the 305 Fund; and

WHEREAS, it is necessary to amend the 2019 Budget to authorize the transfer of these funds; and

WHEREAS, the City is receiving an \$1,000,000 federal grant from the National Highway Freight Program; and

WHEREAS, it is necessary to amend the 2019 Budget to allow for the revenues and expenditures of this money from the federal grant which money will be put into the 305 fund; and

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

Section 1. The 2019 Budget is hereby amended to include budget sheet information relating to the Regional Beltway Connector project. The budget sheet information to be added to the 2019 Budget includes a Revenue and an Expenditure worksheet, both of which are attached hereto as Exhibit “A” and by this reference incorporated herein.

Section 2. Fund 305 is created for the Regional Beltway Connector project and the grant for \$1,000,000 from the National Highway Freight Program will be deposited into this fund. Furthermore, revenues and expenditures relating to the Regional Beltway Connector project will be transferred to the newly created 305 fund.

Section 3. This ordinance shall be in full force and effective five days following date of its publication in the official newspaper of the City.

ORDAINED this 23rd day of September 2019.

Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

Exhibit A

Proposed Revenue/Expenditure Transfers from Fund 124 to Fund 305 for the Regional Beltway Connector Project

Fund	Account			Title	Budget Amount	YTD
Revenues						
124	333	20	0	4 NHFP FEDE	1,990,000	125,879
Total Revenues:					1,990,000	125,879
Expenditures						
124	595	10	41	26 BELTWAY C	1,990,000	131,730
Total Expenditures:					1,990,000	131,730



City Council Communication

Meeting Date: September 23, 2019
From: David Dominguez, Civil Engineer
Topic/Issue: Resolution - Set Public Hearing – Comprehensive Plan / Rezone Amendment

SYNOPSIS: A Public Hearing, to consider oral and written comments, for an amendment to the Comprehensive Plan / Rezone is required, prior to the City amending and adopting the Comprehensive Plan / Rezone.

Amendments to the Comprehensive Plan includes amending future land use map to change the future land use designation of the following described property from "Public" to "Commercial". The hearing is also to consider changing the zoning of the property from "Public Building District (PBD)" to "Regional Commercial (C-2)". The parcel is general described as follows: Parcel number 19133242014. The West 150 feet of the North 150 feet of the Northwest Quarter of the Southeast Quarter of Section 32, Township 13, Range 19, at the Northeast corner of the intersection of South 18th Street and Rainer Place.

RECOMMENDATION: Adopt a resolution setting a public hearing to consider amending the Comprehensive Plan / Rezone, on October 14, 2019 at 6:00 p.m.

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. Notice Setting Public Hearing

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** setting a public hearing to consider amending the Comprehensive Plan / Rezone;

WHEREAS, the City Council for the City of Union Gap is considering adopting amendments to the Comprehensive Plan / Rezone;

WHEREAS, the City Council desires to set a public hearing to consider adopting amendments to the Comprehensive Plan / Rezone;

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

Section 1. That there shall be a public hearing to consider adopting amendments to the Comprehensive Plan / Rezone before the City Council of the City of Union Gap, Washington, at its regularly scheduled meeting to be held on the 14th day of October, 2019 at 6:00 pm.

Section 2. This resolution shall be in effect immediately upon approval.

PASSED this 23rd day of September, 2019.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

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

NOTICE IS HEREBY GIVEN that on Monday, October 14, 2019, commencing 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 consider an amendment to the Comprehensive Plan future land use map to change the future land use designation of the following described property from “Public” to “Commercial” and to consider the rezone of the same property from “Public Building (PBD) “to “Regional Commercial (C-2)”. The parcel is general described as follows: Parcel number 19133242014. The West 150 feet of the North 150 feet of the Northwest Quarter of the Southeast Quarter of Section 32, Township 13, Range 19, at the Northeast corner of the intersection of South 18th Street and Rainer Place.

The public hearing on the proposed revisions will be held in the Council Chambers, Union Gap Civic Center, 102 West Ahtanum Road, Union Gap, Washington. All persons wishing to offer comment are encouraged to attend. Comments may also be submitted in writing to the City Clerk, 102 West Ahtanum Road, Union Gap, WA 98903 until October 14, 2019 at 5:00 p.m. or by e-mail at karen.clifton@uniongapwa.gov until 5:00 p.m. After the hearing, the City Council will make a final determination concerning the proposed revisions.

Dated this 24th day of September, 2019

Karen Clifton, City Clerk



City Council Communication

Meeting Date: September 23, 2019
From: Greg Cobb, Police Chief
Topic/Issue: Resolution –Cooperative Fire Protection Agreement with the Bureau of Indian Affairs Yakama Agency

SYNOPSIS: Within the Yakama Indian Reservation there are certain grass and brush wildlands that are adjacent to and intermingled with grass and brush lands in the City of Union Gap. It is mutual beneficial for the forces of both agencies to cooperate in suppression of wildfires and incident management teams

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign a fire protection agreement with the Bureau of Indian Affairs.

LEGAL REVIEW: The City Attorney reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Cooperative Fire Protection Agreement

**CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____**

A RESOLUTION authorizing the City Manager to sign a Cooperative Fire Protection Agreement with the United States Department of Interior Bureau of Indian Affairs Yakama Agency.

WHEREAS, within the Yakama Indian Reservation there are certain grass and brush wildlands which are adjacent to and intermingled with grass and brush lands within the City of Union Gap; and

WHEREAS, to provide a more effective and efficient protection of said land it is mutually beneficial for the forces of both agencies to cooperate in the suppression of wildfires and incident management teams; and

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

The City Manager is authorized to sign a Cooperative Fire Protection Agreement with the United States Department of Interior Bureau of Indian Affairs Yakama Agency.

PASSED this 23rd day of September, 2019

Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

COOPERATIVE FIRE PROTECTION AGREEMENT

Between

**UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF INDIAN AFFAIRS
YAKAMA AGENCY**

and

THE CITY OF UNION GAP

This agreement entered between the United States Department of Interior, Bureau of Indian Affairs, Yakama Agency, hereinafter called Yakama BIA and City of Union Gap, located in Yakima County, and the State of Washington, hereinafter called Union Gap and is executed under authority vested in Yakama BIA pursuant to 16 U.S.C 594, 42 U.S.C.1856a, Federal Grant and Cooperative Agreement Act, (31 U.S.C. 6301-6308), The Reciprocal Fire Protection Act of 1955 (69 Stat. 66; 42 U.S.C. 1856), as amended by the Wildfire Suppression Assistance Act of 1989 (102 Stat. 1615), The Federal Fire Prevention and Control Act of 1974 (88 Stat. 1535; 15 U.S.C. 2201 et seq.), The Disaster Relief Act of 1974 (88 Stat 143; 42 U.S.C. 5121 et seq.), Master Cooperative Agreement # AGP000723 and under the authority vested in Union Gap by RCW 52.12.031, references to specific powers-contracts and in conformity with 39.34, the inter-local Cooperation Act.

WHEREAS, within the Yakama Indian Reservation there are certain grass and brush wildlands for which Yakama BIA has the responsibility to protect from fires; and which are adjacent to and intermingled with grass and brush lands for which Union Gap has the responsibility to protect from fire.

WHEREAS, to provide more **effective and economical protection** to said land and to provide for and insure **Fire Fighter Safety**, it is mutually beneficial for the forces of both agencies to cooperate in suppression of wildfires and incident management teams.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein made it is agreed as follows:

I. Firefighting provisions:

- A. The agencies use a "Unified Command System" when operating together within the boundaries of Union Gap
- B. Yakima BIA shall be responsible for command in the areas outside of Union Gap unless otherwise directed by Yakama Fire Management.
- C. Initial Response and suppression:

1. It is the intent of each Agency under normal conditions to take the initiative and to make sure that prompt, independent and complete action is taken to suppress fires burning upon the land for which it is responsible, it being mutually understood at under some conditions it will be necessary or desirable for the forces of both agencies to cooperate in the fire suppression effort. To support these efforts, the Closest Forces Concept described below shall be put into effect

Closest Forces Concept: The primary guiding principle for dispatch of initial and extended suppression resources will be the use of the closest available and appropriate resources, regardless of the ownership of those resources, and regardless of which Agency has protection responsibility.

2. To support the Closest Forces Concept, an area one-mile or less on either side of the Yakama BIA-Union Gap protection boundary is declared a common protective zone. Within the common protective zone:
 - a. Any party noticing a fire within the common protective zone shall notify the other of fires burning in or near the common zone.
 - b. The party first to arrive at the fire in this zone shall take initial action calculated to suppress such fires in accordance with the agencies fire suppression policy and the terms of this agreement.
 - c. The Agency on whose territory the fire occurs shall be promptly notified and representatives of the responsible Agency, upon arrival, shall take charge of the fire.
 - d. In the event a fire occurs along the borderline of areas of protection responsibility, it is agreed that under no circumstances should there be a delay in attack pending determination of the precise location of the fire as to which Agency has the actual responsibility. Unless it is clearly and mutually understood that one Agency will promptly attack and follow through on all necessary action, it shall be the agreed policy that both agencies shall send forces promptly to start suppression action.
 - e. At all incidents within the common zone, the first arriving unit shall be command until relieved by an appropriate and qualified person.
- D. Mutual Support: Mutual aid may be provided for suppression by either Agency to strengthen the forces of the protecting Agency during an emergency exceeding the capabilities of its regular forces, provided the sending Agency is able to provide such assistance without jeopardizing its own area of protective responsibility.

1. The Agencies will assist each other at such times and in such manner mutually determined to be desirable in preparedness, prevention and suppression of fires on the lands protected by either Agency.
2. Equipment and supplies may be shared by either Agency and shall become the responsibility of the receiving Agency and shall be returned in the same condition as when received, ordinary wear and tear accepted. The borrowing Agency will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse for items lost/destroyed or expended.
3. The agencies may mutually agree to allow one another the use of communication systems such as radio frequencies, computer system access, data transmission lines and communication sites when there is a mutual benefit to the agencies.
4. The Yakama BIA's equipment and the use of suppression aircraft are available to Union Gap through resource order request. Daily availability rate and hourly rate charges will be at the current rate of Yakama BIA. All aviation activities shall be conducted in accordance with applicable Federal Aviation Regulations and the Yakama BIA aviation rules, policies and directives.
5. Any assistance provided under this agreement will be released as promptly as possible.
6. Mutual support will be documented as soon as possible by authorized individuals of the receiving activity.

E. Pre-fire season coordination and planning:

1. Prior to fire season, Yakama Fire Management and Union Gap will participate in planning sessions to preplan management strategies and firefighter safety for the upcoming fire season. At the end of these sessions an Annual Operating Plan (AOP) shall be created.
2. Prescribed Fire and Fuels Management: The Agencies agree to cooperate in the development and implementation of prescribed fire and fuels management activities in which the primary interest is to reduce hazardous fuels.
3. Fire Prevention Policies: The Agencies will support fire prevention planning and cooperative activities and share responsibility and materials for fire prevention activities. These joint fire prevention activities will be incorporated into the AOPs or Project and Financial Plans of each agency.

4. Non-wildland fires and medical aid responses: This Agreement provides for cooperation in wildland fire management activities only and does not provide for non-wildland fire management and medical responses.

Nothing in this agreement shall preclude agencies from supporting one another in emergency situation by their respective policies, procedures or other agreements. In the event of a Presidential Declaration of either a major local emergency or disaster, the Agencies may assist one another under the provision of this agreement as long as requested resources are available and all other provisions of this agreement are met

II. Administrative Provisions:

A. References: The following OMB Circulars will apply to this Cooperative Agreement: OMB Circular A-102-Uniform Administrative Requirements for Grants and Agreements, OMB Circular A-87-Cost Principles and O:MB Circular A-133-Audits.

B. Requesting Assistance:

1. Because of the close proximity of Union Gap to the Yakama BIA, Union Gap may be requested after the Yakama BIA has depleted their resources, or at such time that which the response of Union Gap, in the estimation of the Incident Commander, may have a positive outcome on the incident.
2. Normally, the Yakama BIA shall request such resources by the resource ordering process.

C. Costs:

1. Reimbursable assistance refers to those fire suppression resources supplied in support of the Yakama BIA and which are to be paid for by the protecting Agency.
2. Generally, all properly documented costs incurred as the result of an incident reimbursable.
3. All documented costs incurred as the result of an incident will follow the rental agreement between the two agencies.
4. All equipment used under this agreement shall be reimbursed at the current rates as shown in the Washington State Wage and Equipment Rate Guide {refer to rates on the Washington Fire Chiefs website: www.washingtonfirechiefs.com}.

5. Operator rates on equipment shall be deducted when personnel are paid at the TCC rate rather than at the listed operator rate.

D. Billing estimates and time frames:

1. The billing Agency shall submit an invoice or estimate for reimbursement by December 1st that summarizes the previous tire season.
2. If the total cost is not known at the time of this billing, a partial invoice, so identified, may be submitted.
3. If a partial invoice was submitted, a final summary invoice will be issued by the Agency no later than February 28th, of the following calendar year.
4. Bills will be identified by tire name, location, jurisdictional unit, appropriate incident number and will be supported by adequate documentation.
5. The billing Agency shall be responsible for providing all documentation required by the receiving Agency required for payment.
6. Billing deadlines set forth herein are intended to encourage prompt billing and failure to meet them shall not be construed as a release or waiver of claims for reimbursement against the other party.

E. Training:

1. Personnel involved in emergency activities identified in this agreement shall be trained and competent for assignment they are engaged and are assigned. (e.g., wildland fire suppression personnel shall meet the requirements of 310-1.)
2. The Yakama BIA and Union Gap will cooperate in fire management and aviation training including: training scheduling, course development, course presentation.

F. Equipment readiness and maintenance: All equipment provided under this agreement, including personal protective equipment, (PPE), shall meet all standards of the jurisdiction providing the personnel.

G. Insurance:

1. Each party to this agreement will be responsible to cover their employees for Workman's Compensation and Tort Claim Coverage.

2. Each party to this agreement will be responsible to cover damage and loss to their equipment while it is not under the control of the other party through either insurance or a statement that the party is self-insuring.
3. Each party to this agreement shall either be self-insuring or shall provide insurance to cover equipment provided by the other party.
4. The Federal Government is self-insuring.

H. Licensing:

1. Drivers and equipment operators will hold appropriate operating licenses to meet their employing agency regulations and policies.
2. Agency employees may operate each other's vehicles provided the operator meets the current operating guidelines and training requirements of their own Agency.
3. Any Agency may impose more restrictive standards for their employees, but will recognize that other Agency standards are reasonable, prudent, and acceptable.

I. Accident investigations:

1. It is the responsibility of each agency to investigate accidents involving their equipment or personnel.
2. When an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall immediately notify the Supporting Agency.
3. As soon as practical, the Protecting Agency shall initiate an investigation of the accident, when requested by the Supporting Agency.
4. A team made up of appropriate representatives from both agencies shall conduct accident investigations that involve both Protecting and Supporting Agency equipment and or personnel.
5. A separate agency such as the Washington State Department of Natural Resources, United States Forest Service, Union Gap Police, Yakima County Sheriff and/or the Yakama Nation Police, and Washington State Patrol may be requested by either agency to assist in the investigation.

- J. Sharing of Information: The Agencies will furnish, or otherwise make available upon request, such maps, documents, instructions, records, GIS data, and reports, including but not limited to fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with this Agreement, in accordance with applicable State and Federal rules and regulations.

- K. Discrimination: Neither Agency to this agreement shall discriminate in its employment practices as to race, religion, color, sex, age or creed.
- L. Changes: Modifications within the scope of this instrument shall be made only by mutual consent of the parties and this execution of a written modification, signed and dated by all parties, prior to any changes being performed. No party is obligated to fund or perform any changes not properly approved in advance.
- M. Duration of Agreement:
1. The term of this Agreement shall commence on the date the last Party signs below and shall remain in effect for five (5) years from that date.
 2. This agreement shall remain in effect until revised or canceled in written notice by either Party provided that such notice of cancellation may be given only between the dates of December 1st of one year and April 30th of the following year.
 3. A review of this agreement will be initiated six months prior to the expiration of the agreement. This review shall consider the appropriateness of the terms and conditions of the agreement. At the end of the review, this agreement may be modified as needed to reflect the conditions at the time of the renewal.
 4. A new agreement may be executed at that time for a period of not more than five (5) years from the date the last Party signs the new agreement.
- N. Hold Harmless: Parties signing this agreement will hold each other hold harmless in connection to this agreement. Any ruling or subsequent ruling against the Fire District or its personnel shall be under state or Federal law.
- O. Pursuant to Section 22, Title 41 U.S.C., no member of, or Delegate to Congress shall share any or part of this instrument or receive any benefit that may arise there from.
- P.

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
September 9, 2019 Regular Meeting
MINUTES

- Call to Order Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
- Council Members Present Council Members Hodkinson, Murr, Butler, Matson and Schilling were present.
- Staff Present City Attorney Brown, Police Chief Cobb, Fire Chief Markham, Public Works/Community Development Director Henne, Civil Engineer Dominguez, Finance and Administration Director Clifton.
- Audience Present See attached list.
- Pledge of Allegiance Mayor Wentz led the pledge of allegiance.
- Consent Agenda Motion by Council Member Butler, second by Council Member Murr to approve the consent agenda as follows:
- Regular Council Meeting Minutes dated August 26, 2019 as attached to the Agenda and maintained in electronic format.
- Special Council Meeting Minutes dated September 3, 2019 as attached to the Agenda and maintained in electronic format.
- Claims Vouchers – EFT’s and Voucher Nos. 99847 through 99914 for September 9, 2019, in the amount of \$285,714.49.
- Motion carried unanimously.
- Excuse Council Member Motion by Council Member Schilling, second by Council Member Murr to excuse Council Member Dailey. Motion carried unanimously.
- Items from the Audience Jack Galloway requested a transfer from Fund 110 – craft night fund to the new non-profit. Council Member Matson suggested that they wait until a building is built.
- Dave Hanson thanked Public Works for recently installing a speed bump in an alley.
- Public Hearing

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – September 9, 2019

Six Year Transit
Development Plan 2020 –
2025

Mayor Wentz opened a Public Hearing at 6:05 p.m. to discuss Six Year Transit Development Plan 2020 – 2025. Public Works Community Development Director Henne gave an overview. Dave Hansen inquired about Dial-A-Ride services. With no other verbal or written communication, Mayor Wentz closed the Public Hearing at 6:14 p.m.

General Items

Public Works &
Community Development

Resolution No. – 19-40 –
Adopt Six Year Transit
Development Plan 2020 -
2025

Motion by Deputy Mayor Matson, second by Council Member Murr to approve Resolution No. - 19-40 – adopting a Six (6) Year Transit Development Plan 2020 – 2025. Motion carried unanimously.

Resolution No. – 19-41 –
Accept the Most Cost
Effective Telemetry System
Proposal

Motion by Council Member Hodkinson, second by Council Member Schilling to approve Resolution No. – 19-41 – accepting the most cost effective water telemetry system upgrades proposal. Motion carried unanimously.

Items from the Audience

None

City Manager Report

Acting City Manager Cobb stated that City Manager Fisher was unable to attend the meeting due to attending an emergency board meeting with WCIA.

Council Member Hodkinson requested that City Manager Fisher direct staff to report on how much money has been spent on the costs to the city in law suits and accusations brought forward in the last couple years by Council Member Schilling and her husband, including staff time, and present that report to the Council.

Communications/Questions/
Comments

Notice received from WA. State Dept. of Transportation in regards to a month-long traffic revision starting in South Union Gap on September 11, 2019, effecting the off ramp from I-82 Westbound and US 97 Northbound.

Development of Next
Agenda

Council Member Schilling requested a report on how much money Council Member Shilling has saved the City.

Recess to 20 – Minutes
Executive Session

At 6:21 p.m. Mayor Wentz announced recess to 20 – Minute Executive Session to discuss litigation, pursuant to RCW 42.30.110(i). Mayor Wentz, Council Members, City Attorney Bronson, Acting City Manager Cobb, Public Works & Community Development Director Henne, Finance and Administration Director Clifton, and Ken Harper, Menke Jackson Beyer, LLP attended.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – September 9, 2019

Adjournment of Meeting Mayor Wentz reconvened and adjourned the meeting at 6:41 p.m.

Arlene Fisher-Maurer, City Manager

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: September 23, 2019
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Payroll Vouchers – September 23, 2019

SYNOPSIS: Payroll Vouchers for the Month of August, 2019

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 99915 through 99922 In the amount of \$ 341,495.30.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Payroll Voucher Register

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2019 To: 09/30/2019

Time: 16:41:47 Date: 09/05/2019

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5012	02/08/2019	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML	12.30	Pay Cycle(s) 07/11/2019 To 07/11/2019 - PMFL
5353	09/10/2019	Payroll	2	EFT	SIERRA ALLAN	538.98	August Payroll
5354	09/10/2019	Payroll	2	EFT	LYNETTE BISCONER	4,199.13	August Payroll
5355	09/10/2019	Payroll	2	EFT	RYAN BONSEN	5,560.08	August Payroll
5356	09/10/2019	Payroll	2	EFT	JABAN R BROWNELL	4,621.53	August Payroll
5357	09/10/2019	Payroll	2	EFT	CRAIG G BUNTING	3,930.49	August Payroll
5358	09/10/2019	Payroll	2	EFT	DAVID D BUTLER	546.08	August Payroll
5359	09/10/2019	Payroll	2	EFT	JASON G CAVANAUGH	4,491.70	August Payroll
5360	09/10/2019	Payroll	2	EFT	NEREDIHT E CHAVEZ	2,058.47	August Payroll
5361	09/10/2019	Payroll	2	EFT	KAREN CLIFTON	5,511.37	August Payroll
5362	09/10/2019	Payroll	2	EFT	GREGORY COBB	6,051.20	August Payroll
5363	09/10/2019	Payroll	2	EFT	CHRIS DAHL	4,000.26	August Payroll
5364	09/10/2019	Payroll	2	EFT	SANDY L DAILEY	546.08	August Payroll
5365	09/10/2019	Payroll	2	EFT	ERICK MICHAEL DELP	6,539.15	August Payroll
5366	09/10/2019	Payroll	2	EFT	TORIN M DELVO	3,736.41	August Payroll
5367	09/10/2019	Payroll	2	EFT	DAVID DOMINGUEZ	4,903.65	August Payroll
5368	09/10/2019	Payroll	2	EFT	DAMON A DUNSMORE	3,877.99	August Payroll
5369	09/10/2019	Payroll	2	EFT	TRAVIS FISCUS	2,937.57	August Payroll
5370	09/10/2019	Payroll	2	EFT	ARLENE F FISHER-MAURER	8,130.18	August Payroll
5371	09/10/2019	Payroll	2	EFT	RODOLFO V GUZMAN	2,433.78	August Payroll
5372	09/10/2019	Payroll	2	EFT	DENNIS HENNE	5,805.48	August Payroll
5373	09/10/2019	Payroll	2	EFT	ROBERT M HENNESSY	3,313.34	August Payroll
5374	09/10/2019	Payroll	2	EFT	JOHN P HODKINSON JR	546.08	August Payroll
5375	09/10/2019	Payroll	2	EFT	JARED S HUNT	5,279.24	August Payroll
5376	09/10/2019	Payroll	2	EFT	SHAWN R JAMES	4,235.97	August Payroll
5377	09/10/2019	Payroll	2	EFT	RUDY M JIMENEZ	3,952.78	August Payroll
5378	09/10/2019	Payroll	2	EFT	CHASE KELLOGG	4,397.38	August Payroll
5379	09/10/2019	Payroll	2	EFT	ALBA L LEVESQUE	4,145.32	August Payroll
5380	09/10/2019	Payroll	2	EFT	JO LINDER	2,910.02	August Payroll
5381	09/10/2019	Payroll	2	EFT	TERESA LOPEZ	3,699.62	August Payroll
5382	09/10/2019	Payroll	2	EFT	VALENTINA MARTINEZ	2,153.36	August Payroll
5383	09/10/2019	Payroll	2	EFT	HOWARD L MASON	2,488.40	August Payroll
5384	09/10/2019	Payroll	2	EFT	DAVID W MATSON	551.08	August Payroll
5385	09/10/2019	Payroll	2	EFT	STACE J MCKINLEY	3,885.15	August Payroll
5386	09/10/2019	Payroll	2	EFT	ROBERT MCRAE	3,545.66	August Payroll
5387	09/10/2019	Payroll	2	EFT	JAMES E MURR	517.78	August Payroll
5388	09/10/2019	Payroll	2	EFT	SERGIO E OCHOA	3,422.88	August Payroll
5389	09/10/2019	Payroll	2	EFT	RONALD PHILLIPS	3,638.93	August Payroll
5390	09/10/2019	Payroll	2	EFT	REBECCA R PINA	2,331.36	August Payroll
5391	09/10/2019	Payroll	2	EFT	CASEY M RIDDELL	3,059.18	August Payroll
5392	09/10/2019	Payroll	2	EFT	HECTOR A RIVERA	4,630.27	August Payroll
5393	09/10/2019	Payroll	2	EFT	PAUL K SANDERS	4,015.48	August Payroll
5394	09/10/2019	Payroll	2	EFT	CURTIS J SANTUCCI	4,428.50	August Payroll
5395	09/10/2019	Payroll	2	EFT	KURT W SCHELHAMMER	3,414.63	August Payroll
5396	09/10/2019	Payroll	2	EFT	JULIE SCHILLING	549.08	August Payroll
5397	09/10/2019	Payroll	2	EFT	MICHAEL STILLWAUGH	4,710.83	August Payroll
5398	09/10/2019	Payroll	2	EFT	RAYMOND V SUAREZ	3,548.99	August Payroll
5399	09/10/2019	Payroll	2	EFT	AMANDA L TOWLE	3,592.33	August Payroll
5400	09/10/2019	Payroll	2	EFT	ERIC B TURLEY	3,995.42	August Payroll
5401	09/10/2019	Payroll	2	EFT	JENNY V VALLE	2,877.44	August Payroll
5402	09/10/2019	Payroll	2	EFT	JOSEPH VANICEK	4,101.60	August Payroll
5403	09/10/2019	Payroll	2	EFT	GLORIA A WALTMAN	2,953.49	August Payroll
5404	09/10/2019	Payroll	2	EFT	TERRYL D WAY	4,789.19	August Payroll
5405	09/10/2019	Payroll	2	EFT	ROGER E WENTZ	520.78	August Payroll
5406	09/10/2019	Payroll	2	EFT	AFLAC	284.00	Pay Cycle(s) 09/01/2019 To 09/30/2019 - AFLAC; Pay Cycle(s) 09/01/2019 To 09/30/2019 - AFLAC Pre Tax

WARRANT/CHECK REGISTER

CITY OF UNION GAP
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Trans Date	Type	Acct #	War #	Claimant	Amount	Memo
5407	09/10/2019	Payroll	2	EFT AWC EMPLOYEE BENEFIT TRUST	86,056.36	LEOFF 1 RETIREE MEDICAL BENEFITS - 08/2019; Pay Cycle(s) 09/01/2019 To 09/30/2019 - Medical
5408	09/10/2019	Payroll	2	EFT ICMA RETIREMENT TRUST #302189 ROTH	2,164.46	Pay Cycle(s) 09/01/2019 To 09/30/2019 - ICMA ROTH - 50CU; Pay Cycle(s) 09/01/2019 To 09/30/2019 - ICMA 457 ROTH
5409	09/10/2019	Payroll	2	EFT ICMA RETIREMENT TRUST#108800	2,073.50	Pay Cycle(s) 09/01/2019 To 09/30/2019 - ICMA MNGT
5410	09/10/2019	Payroll	2	EFT ICMA RETIREMENT TRUST#302189	10,934.93	Pay Cycle(s) 09/01/2019 To 09/30/2019 - ICMA Retirement Trust
5411	09/10/2019	Payroll	2	EFT WA STATE DEPT OF SOCIAL	146.00	Pay Cycle(s) 09/01/2019 To 09/30/2019 - WSDCS
5412	09/10/2019	Payroll	2	EFT WA STATE DRS - DCP	100.00	Pay Cycle(s) 09/01/2019 To 09/30/2019 - DRS - DCP
5413	09/10/2019	Payroll	2	EFT WA STATE EMPLOYMENT SECURITY DEPT-PFML	1,136.18	ROUNDING ADJ - 1ST & 2ND QTR 2019; Pay Cycle(s) 09/01/2019 To 09/30/2019 - PMFL
5414	09/10/2019	Payroll	2	EFT WA STATE LAW ENFORCEMENT	17,653.23	Pay Cycle(s) 09/01/2019 To 09/30/2019 - LEOFF II
5415	09/10/2019	Payroll	2	EFT WA STATE PUBLIC EMPLOYEES	28,262.00	Pay Cycle(s) 09/01/2019 To 09/30/2019 - PERS II; Pay Cycle(s) 09/01/2019 To 09/30/2019 - PERS III
5425	09/10/2019	Payroll	2	EFT WA STATE PUBLIC EMPLOYEES	-0.02	DRS ROUNDING ADJ
5416	09/10/2019	Payroll	2	99915 EMPLOYEE FUND	130.00	Pay Cycle(s) 09/01/2019 To 09/30/2019 - Employee Fund
5417	09/10/2019	Payroll	2	99916 TEAMSTERS LOCAL 760	683.00	Pay Cycle(s) 09/01/2019 To 09/30/2019 - Teamsters Dues
5418	09/10/2019	Payroll	2	99917 UNION GAP POLICE OFFICERS ASSN	1,500.00	Pay Cycle(s) 09/01/2019 To 09/30/2019 - UGPOA Dues
5419	09/10/2019	Payroll	2	99918 USABLE LIFE	85.50	Pay Cycle(s) 09/01/2019 To 09/30/2019 - USABLE Life
5420	09/10/2019	Payroll	2	99919 WA STATE COUNCIL OF CNTY	675.63	Pay Cycle(s) 09/01/2019 To 09/30/2019 - AFCSME Dues
5421	09/10/2019	Payroll	2	99920 WA STATE COUNCIL OF	150.00	Pay Cycle(s) 09/01/2019 To 09/30/2019 - WSCOPO Dues
5422	09/10/2019	Payroll	2	99921 WESTERN CONFERENCE OF	1,740.79	Pay Cycle(s) 09/01/2019 To 09/30/2019 - Teamster's Pension
5423	09/10/2019	Payroll	2	99922 WESTERN STATES POLICE MEDICAL TRUST	1,086.30	Pay Cycle(s) 09/01/2019 To 09/30/2019 - WSPMT
					<hr/>	
001 Current Expense Fund					251,134.59	
101 Street Fund					34,206.02	
128 Transit System Fund					7,996.88	
401 Water Fund					14,933.80	
402 Garbage Fund					3,002.96	
403 Sewer Fund					30,221.05	
					<hr/>	
					341,495.30	Payroll: 341,495.30



City Council Communication

Meeting Date: September 23, 2019
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Petty Cash Vouchers – September 23, 2019

SYNOPSIS: Petty Cash Vouchers for the Month of August, 2019

RECOMMENDATION: Request Council to approve check No. 1908 in the amount of \$61.75.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Petty Cash Voucher Register

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 16:55:05 Date: 09/12/2019

MCAG #: 0853

08/01/2019 To: 08/31/2019

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Trans Date	Type	Acct #	War #	Claimant	Amount	Memo
5514	08/22/2019	Claims	637	1908	CASCADE LICENSE AGENCY	61.75 PW - VEHICLE LICENSING
		637 Petty Cash Fund				61.75
		* Transaction Has Mixed Revenue And Expense Accounts				61.75
						<u>61.75</u> Claims: 61.75



City Council Communication

Meeting Date: September 23, 2019
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – September 23, 2019

SYNOPSIS: Claim Vouchers Dated September 23, 2019

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 99923 through 100022 In the amount of \$ 1,675,237.80.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

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

WARRANT/CHECK REGISTER

CITY OF UNION GAP
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5474	09/06/2019	Claims	2	EFT	US BANK - CHECKING	24.00	INV MAINT FEE - 08/2019
5527	09/23/2019	Claims	2	EFT	WA STATE DEPT OF REVENUE	231.57	UNCLAIMED PROPERTY 2019; UNCLAIMED PROPERTY 2019
5549	09/23/2019	Claims	2	EFT	WA STATE DEPT OF REVENUE		rounding error
5550	09/23/2019	Claims	2	EFT	WA STATE DEPT OF REVENUE	12,958.36	EXCISE TAX - 08/2019
5572	08/01/2019	Claims	2	EFT	MERCHANT SERVICES	710.33	CREDIT CARD PAYMENTS FEE - 07/2019
5577	09/23/2019	Claims	2	EFT	US BANK CARDMEMBER SVC	1,225.43	4 FT. STD. ANIMAL POLE; FLATBED TRAILER HITCH; PANTS/RETURN CREDIT; GRIFFEN WARRIOR DEBRIEF; MATV WORK; FUEL-WASP-TRUE BLOOD GRANT; WCIA - ATTORNEY INTERVIEWS - FISHER
5596	09/23/2019	Claims	2	EFT	CENTURY LINK - LD	54.26	CIVIC CENTER LONG DISTANCE-08/2019
5597	09/23/2019	Claims	2	EFT	CENTURY LINK	57.98	BOOSTER PUMP STATION-08/2019
5598	09/23/2019	Claims	2	EFT	INTEGRA TELECOM	1,897.57	FIRE DEPT. 09/03/2019-10/02/2019
5599	09/23/2019	Claims	2	EFT	OFFICE DEPOT-CITY HALL	315.07	GEL PENS; TISS PAPER; SIGN HERE FLAGS; CALCULATOR TAPE; LETTER OPENER; CERTIFICATE HOLDER; TEMP EVD BAGS; POST-IT; MARK POST-IT; COLOR PAPER; STAPLES; HNG FOLDERS; HIGHLIGHTERS; BLK INK; BINDERS; TAPE LE
5600	09/23/2019	Claims	2	EFT	OFFICE DEPOT-PD	72.77	BUBBLE MAILERS/CD SLEEVES/PENS
5601	09/23/2019	Claims	2	EFT	SPECTRUM BUSINESS	90.87	CIVIC CENTER TV SVC-09/2019
5602	09/23/2019	Claims	2	EFT	WELLS FARGO VENDOR FIN SERV	834.73	TASKALFA LEASE-09/21/2019-10/20/2019
5494	09/11/2019	Claims	2	99923	MEDSTAR CABULANCE,	77,217.19	DIAL A RIDE/FIXED ROUTE-08/2019
5574	09/16/2019	Claims	2	99926	UNITED STATES POSTMASTER	608.04	NEWSLETTER POSTAGE - FALL 2019
5603	09/23/2019	Claims	2	99927	ANDERSON ROCK & DEMOLITION PITS	129.48	DEMO
5604	09/23/2019	Claims	2	99928	TERESA ARCEO	300.00	CLEANING DEPOSIT REFUND-ACTIVITIES BUILDING
5605	09/23/2019	Claims	2	99929	AT&T MOBILITY	1,756.82	PHONES AND MODEMS JULY 20-AUG 19 2019
5606	09/23/2019	Claims	2	99930	ATLAS STAFFING INC	5,654.40	SEASONAL PARKS; WEEK WORKED 082519 & WEEK WORKED 090119; SEASONAL PARKS; WEEK WORKED 09.08.19
5607	09/23/2019	Claims	2	99931	AUTO CARE EXPERTS	591.39	#1023 A/C CONDENSOR & RECEIVER REPAIR; PARTS & LABOR
5608	09/23/2019	Claims	2	99932	BRICIA AYALA	20.84	Refund Utility Deposit
5609	09/23/2019	Claims	2	99933	SERGIO BADILLO	297.87	OVERPAYMENT REFUND; OVERPAYMENT REFUND
5610	09/23/2019	Claims	2	99934	BAER TESTING, INC	1,741.00	VMB RESURFACING TESTING

WARRANT/CHECK REGISTER

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5611	09/23/2019	Claims	2	99935	CHRISTOBAL BARRAGAN	19.96	Refund Utility Deposit
5612	09/23/2019	Claims	2	99936	BEMIS APPLIANCE	778.99	DISHWASHER FOR FIRE STATION 96
5613	09/23/2019	Claims	2	99937	CAREY MOTORS	221.60	VEH 16 LOF/TIRE ROTATION, VEH 21 NEW BATTERY, VEH 10 LOF
5614	09/23/2019	Claims	2	99938	CASCADE ANALYTICAL INC	703.85	WA SAMPLING & WW SAMPLING
5615	09/23/2019	Claims	2	99939	CASCADE NATURAL GAS CORP	226.54	FIRE DEPT. 08/06/2019-09/04/2019; 4401 MAIN ST & 4401 1/2 - 08/06/2019-09/04/2019; CIVIC CENTER-08/06/2019-09/04/2019; PD - NATURAL GAS - 08/2019
5616	09/23/2019	Claims	2	99940	CENTRAL CHAIN & TRANSMISSION	53.10	BEARINGS
5617	09/23/2019	Claims	2	99941	CENTRAL PRE-MIX CONCRETE CO.	409.22	1 1/4" MINUS/CRUSHED (BASE CRS) 41 TON 08.22.19
5618	09/23/2019	Claims	2	99942	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES - 09/2019
5619	09/23/2019	Claims	2	99943	CI SHRED	295.99	SHRED SVC-08/2019; SHRED SERVICES AUG 2019
5620	09/23/2019	Claims	2	99944	CINTAS CORP #605	78.83	CIVIC CENTER & PD - MAT SVC
5621	09/23/2019	Claims	2	99945	CITY OF YAKIMA	67,479.25	WHOLESALE SEWER; 3-PARTY AGREEMENT; JULY 2019
5622	09/23/2019	Claims	2	99946	CLASSIC CAR WASH	184.50	CAR WASHES AUG 2019
5623	09/23/2019	Claims	2	99947	CLASSIC PRINTING INC	1,130.32	UB WINDOW ENVELOPES; UB STATEMENTS-08/2019; DISCONNEN NOTICE/DOOR HANGERS; WINDOW ENVELOPES
5624	09/23/2019	Claims	2	99948	COLEMAN OIL COMPANY	3,582.93	FUEL THRU 8.31.19
5625	09/23/2019	Claims	2	99949	COLONIAL LAWN & GARDEN, INC.	1,908.06	CIVIC CENTER LAWN SVC-06/2019 & 08/2019
5626	09/23/2019	Claims	2	99950	COLUMBIA ASPHALT & READY MIX	1,017.00	HYDRANT METER DEPOSIT
5627	09/23/2019	Claims	2	99951	COLUMBIA ASPHALT & READY-MIX	276,617.73	VMB RESURFACING PROJECT; NHPP-4554(006) PRO EST NO. 4
5628	09/23/2019	Claims	2	99952	COPIERS NORTHWEST	305.37	COPIER MAINTENANCE AUG 2019
5629	09/23/2019	Claims	2	99953	D & G CLEANING,LLC	1,735.22	PRE/POST CLEANING-08/2019; ENTRYWAY & KITCHEN RUG
5630	09/23/2019	Claims	2	99954	DAY WIRELESS	205.58	#1025 INSTALL & PROGRAM TWO WAY RADIO
5631	09/23/2019	Claims	2	99955	DEPARTMENT OF HEALTH	112,546.43	DM13-952-138; DM11-952-037-FULLBRIGHT INTERTIE
5632	09/23/2019	Claims	2	99956	DEXYP	406.55	PARK AD-09/2019
5633	09/23/2019	Claims	2	99957	EXPRESS SERVICES INC	2,129.60	UGPD 1 - RECEPTIONIST-08/18/2019; 08/25/2019

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5634	09/23/2019	Claims	2	99958	FASTENAL	133.81	SOCKET SHOULDER BOLTS; MACHINERY EYE BOLT; HEX NUTS, WASHERS, HEX CAP SCREWS, NUTSERT STEEL; ALKALINE BATTERY; STEEL STRAIGHT CONNECTOR; LS #2 CAP SCREW, HEX NUT
5635	09/23/2019	Claims	2	99959	FIRESTONE TIRE & SERVICE CTRS	164.00	NEW TIRE VEH 17
5636	09/23/2019	Claims	2	99960	FRANK'S TIRE FACTORY	29.78	FLAT REPAIR FRONT FARM DRY
5637	09/23/2019	Claims	2	99961	G. S. LONG COMPANY	995.51	GRASS GETTER, CROP OIL, BUCKET, TURF FERT
5638	09/23/2019	Claims	2	99962	GAP AUTO PARTS - PW	47.26	WD40, FILTER, OIL, WRENCH, CLAMPS; FC APPLIED 8.31.19
5639	09/23/2019	Claims	2	99963	GENE WEINMANN CONSULTING	192.75	CDBG COORDINATOR&POSTAGE-0 9/2019
5640	09/23/2019	Claims	2	99964	GRANITE CONSTRUCTION CO	1,079.02	CSS-1 GAL (2751) / 166.67 GAL / #555553097 / 06.03.19
5641	09/23/2019	Claims	2	99965	H.D. FOWLER COMPANY	1,074.31	DRAIN VALVE FACING, MAIN VALVE REPAIR KIT; QUICK JOIN COUPLING, NUTS, BOLTS; ROLL CTS PEX NON BARRIER TUBING
5642	09/23/2019	Claims	2	99966	SUSAN HARLAN	72.08	Refund Utility Deposit
5643	09/23/2019	Claims	2	99967	HLA ENGINEERING AND LAND SURVEYING, INC.	172,532.82	PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES; PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES; THRU AUGUST 31, 2019
5644	09/23/2019	Claims	2	99968	INK LINK INCORPORATED	263.69	ORDER STAINLESS STEEL BANDS FOR POLE-60.QTY
5645	09/23/2019	Claims	2	99969	INLAND PIPE & SUPPLY	202.72	ELKAY WATER SENTRY PLUS FILTERS
5646	09/23/2019	Claims	2	99970	JONDERFIN, LLC	300.00	LIBRARY LOGO DESIGN
5647	09/23/2019	Claims	2	99971	JUB ENGINEERS INC	66,426.14	PROFESIONAL SVCS; REGIONAL BELTWAY PROJECT; THRU AUGUST 3, 2019
5648	09/23/2019	Claims	2	99972	KNOBEL'S ELECTRIC, INC.	2,112.99	WELL #3; REPLACE 225AMP BREAKER IN SERVICE PANEL
5649	09/23/2019	Claims	2	99973	JULIA E. KROLIKOWSKI	110.78	SUMMER CAMP SUPPLIES - REIMBURSEMENT
5650	09/23/2019	Claims	2	99974	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY-09/2019
5651	09/23/2019	Claims	2	99975	LIGHTNING GRAPHICS	351.65	WORK ORDER BOOKS
5652	09/23/2019	Claims	2	99976	LOWES COMPANY INC	1,062.15	FLEXABLE HOSE HOE MEDIUM SURF PUS ADJ PISTOL ORBIT MTL COMP; 3/16" ZINC PLATES; 1/8 X 1 ALUM FLATS; PREM BAR; SCREW IN HANGER CAMBUCKLE; 1.88 IN X 35 YD GORILLA D, RUBBER MASTIC ELECTRICAL; 200 CT RA
5653	09/23/2019	Claims	2	99977	AL & JUDY MARTINSEN	45.53	OVERPAYMENT REFUND

WARRANT/CHECK REGISTER

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5654	09/23/2019	Claims	2	99978	MORTONS SUPPLY	1,054.53	IRRIGATION SUPPLIES
5655	09/23/2019	Claims	2	99979	ROBERT R NORTHCOTT	725.00	PUBLIC DEFENDER-09/04/2019-09/17/2019
5656	09/23/2019	Claims	2	99980	OFFICE SOLUTIONS NORTHWEST	261.37	COPY PAPER; THERMAL ROLLS; POST-IT; SANITIZER; PERFRTD PAPER & TWIST PENCILS
5657	09/23/2019	Claims	2	99981	ONE CALL CONCEPTS INC	44.94	UTILITY LOCATES-08/2019
5658	09/23/2019	Claims	2	99982	OXARC INC	114.27	CLR GOOGLES; RESP DUST MASK'S
5659	09/23/2019	Claims	2	99983	PACIFIC POWER	3,578.09	TRAFFIC LIGHTS-08/2019; PD POWER-09/2019; CIVIC CENTER & FIRE DEP.T-09/2019; LIFT STATION-09/2019 & LONGFIBRE-08/2019; FIRE DEPT. 9/2019
5660	09/23/2019	Claims	2	99984	PEOPLE FOR PEOPLE	1,628.00	SENIOR NUTRITION SITE MANAGER-08/2019
5661	09/23/2019	Claims	2	99985	PETTY CASH	22.74	MISC RECEIPTS
5662	09/23/2019	Claims	2	99986	REAL SMITH, LLC	8.50	OVERPAYMENT REFUND -ACCT#5992
5663	09/23/2019	Claims	2	99987	REPUBLIC PUBLISHING CO	178.30	EXCUTIVE MEETING NCT - 09/02/2019
5664	09/23/2019	Claims	2	99988	AVILIO ROCHA	71.19	Refund Utility Deposit
5665	09/23/2019	Claims	2	99989	SHERWIN-WILLIAMS COMPANY	1,261.66	RAC 5 TIP 209; RETURN; PAINT: YELLOW, WHITE
5666	09/23/2019	Claims	2	99990	SHUELS WHOLESALE LUMBER	278.77	4X4X12 PRE TREATED
5667	09/23/2019	Claims	2	99991	SMITTY'S OUTDOOR POWER EQUIPMENT INC	57.71	CHAIN LOOPS
5668	09/23/2019	Claims	2	99992	STANDARD PAINT & FLOORING LLC	1,254.68	STREET PAINTING SUPPLIES; PARK PARKING LOT STRIPING
5669	09/23/2019	Claims	2	99993	STAR RENTALS	154.83	DIAMOND BLADE
5670	09/23/2019	Claims	2	99994	STEPHENS MEDIA GROUP	757.00	TRANSIT 2019 ST. FAIR RADIO AD
5671	09/23/2019	Claims	2	99995	STRIPE RITE	45.12	6 - 18" CONES
5672	09/23/2019	Claims	2	99996	RAYMOND V SUAREZ	150.00	BOOT REIMBURSEMENT 2019
5673	09/23/2019	Claims	2	99997	THUNDER ELECTRIC INC.	4,170.99	LABOR AND MATERIAL FOR POLICE GENERATOR
5674	09/23/2019	Claims	2	99998	TOWNSQUARE MEDIA	800.00	2019 PIONEER POWER SHOW-RADIO AD
5675	09/23/2019	Claims	2	99999	U.S. LINEN & UNIFORM	531.50	UNIFORM SERVICE; 08.05.19; 08.12.19; 08.19.19; 08.26.19
5676	09/23/2019	Claims	2	100000	UNION GAP HOSPITALITY, LLC	34,130.75	WATER & SEWER INFRASTRUCTURE RFUND
5677	09/23/2019	Claims	2	100001	UNION GAP SCHOOL DISTRICT NO. 2	1,131.28	2019 SUMMER PROGRAM TRANSPORTATION REIMBURSEMENT
5678	09/23/2019	Claims	2	100002	UNION GAP	56.75	REIMBURSE #1908; REVERSE BANK DIFFERENCE
5679	09/23/2019	Claims	2	100003	UNITED STATES POSTMASTER	769.28	UB POSTAGE-09/2019
5680	09/23/2019	Claims	2	100004	VALLEY FORD SALES	119.02	#1023 REPAIR
5681	09/23/2019	Claims	2	100005	VALLEY LOCK & KEY SERVICE	204.86	DECODE & REKEY LOCK; DUPLICATE KEY-PARKS; DUPLICATE KEYS

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5682	09/23/2019	Claims	2	100006	VERELA LEGAL, PLLC	450.00	PUBLIC DEFENDER
5683	09/23/2019	Claims	2	100007	WA STATE DEPT OF TRANSPORTATION	2,046.85	VMB RESURFACING; SIGNAL MAINT, REPAIR & ADDITIONS; MANUFACTURE & SHIP
5684	09/23/2019	Claims	2	100008	WA STATE PATROL	13.25	BACKGROUNDS - AUG 2019
5685	09/23/2019	Claims	2	100009	WA STATE TREASURER	15,757.07	CJRS - 08/2019
5686	09/23/2019	Claims	2	100010	WESTERN OFFICE	1,153.43	INSTALLMENT AND DELIVERY OF C.C TABLES
5687	09/23/2019	Claims	2	100011	WHEELER EXCAVATING, LLC	470.69	HYDRANT METER DEPOSIT REFUND
5688	09/23/2019	Claims	2	100012	WHEELER EXCAVATION LLC	376,946.39	MLK SCHOOL SIDEWALK & SAFETY IMPROVEMENTS; HLP-SR17(002); PROG EST NO 2
5689	09/23/2019	Claims	2	100013	WILBERT PRECAST	8,753.95	D&L A-2001L SEWER; SEWER MANHOLE RING & GRADE RING; SEWER CASTINGS; STORM & GRATE
5690	09/23/2019	Claims	2	100014	WILSON ORCHARD & VINEYARD SUPPLY, LLC	7.52	PVC SLIP ELBOWS
5691	09/23/2019	Claims	2	100015	YAKIMA CITY TREASURER	369,076.25	FIRE PROTECTION 3RD QTR
5692	09/23/2019	Claims	2	100016	YAKIMA CO AUDITOR	108.50	RECORDING; MARSHALL FRED E WTR
5693	09/23/2019	Claims	2	100017	YAKIMA CO PUBLIC SERVICES	60.00	GARBAGE & YARD WASTE - CK#99407 SHORT PAID
5694	09/23/2019	Claims	2	100018	YAKIMA CO TREAS PROSECUTING	257.69	CVC - 08/2019
5695	09/23/2019	Claims	2	100019	YAKIMA COOPERATIVE ASSN	599.42	#2 DIESEL DYED-AHTANUM PARK; TEMPO SC ULTRA 8 OZ; PRO TURN 25#
5696	09/23/2019	Claims	2	100020	YAKIMA HUMANE SOCIETY	1,000.00	ANIMAL CONTROL SERVICE-08/2019
5697	09/23/2019	Claims	2	100021	YAKIMA VALLEY PUBLISHING INC	825.00	2019 STATE FAIR GUIDE
5698	09/23/2019	Claims	2	100022	YAKIMA WASTE SYSTEMS INC	1,544.08	WASTE-08/01/2019-08/31/2019
						431,780.72	
001 Current Expense Fund							
101 Street Fund						11,413.00	
108 Tourism Promotion Area Fund						3,708.00	
112 Public Works Equipment Reserve Fund						701.57	
116 City Hall Building Reserve Fund						1,153.43	
118 Municipal Capital Improvement Fund						1,799.10	
121 Street Development Reserve Fund						488,959.85	
123 Criminal Justice Fund						4,170.99	
124 Infrastructure Reserve Fund						66,426.14	
128 Transit System Fund						78,084.44	
133 Marijuana Excise Tax Fund						1,237.06	
170 Housing Rehabilitation Fund						192.75	
304 VMB Improvement Fund						294,431.42	
401 Water Fund						125,432.04	
402 Garbage Fund						8,365.53	
403 Sewer Fund						86,785.98	
404 Water Improvement Reserve						14,832.65	
405 Sewer Improvement Reserve						53,980.58	
414 Water Deposits						1,782.55	

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					<hr/>	Claims: 1,675,237.80
* Transaction Has Mixed Revenue And Expense Accounts					1,675,237.80	

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5474	09/06/2019	Claims	2	EFT	US BANK - CHECKING	24.00	INV MAINT FEE - 08/2019
			001 - 514 23 49 00 - MISCELLANEOUS			24.00	
5527	09/23/2019	Claims	2	EFT	WA STATE DEPT OF REVENUE	231.57	UNCLAIMED PROPERTY 2019; UNCLAIMED PROPERTY 2019
			414 - 586 00 04 14 - DEPOSIT REFUND			110.79	
			401 - 589 10 04 01 - 210-10) WATER REFUNDS			0.36	
			402 - 589 10 04 02 - 210-10			118.76	
			402 - 589 10 04 02 - 210-10			1.66	
5549	09/23/2019	Claims	2	EFT	WA STATE DEPT OF REVENUE		rounding error
5550	09/23/2019	Claims	2	EFT	WA STATE DEPT OF REVENUE	12,958.36	EXCISE TAX - 08/2019
			001 - 524 20 49 01 - EXTERNAL TAXES			60.67	
			401 - 534 50 49 01 - EXTERNAL TAXES			5,000.00	
			404 - 534 50 49 04 - EXTERNAL TAXES			-898.89	
			403 - 535 50 49 02 - EXTERNAL TAXES			2,722.74	
			405 - 535 50 49 05 - EXTERNAL TAX - SEWER I			1.37	
			402 - 537 50 49 01 - EXTERNAL TAXES			5,116.89	
			001 - 576 80 49 02 - EXTERNAL TAXES			955.58	
5572	08/01/2019	Claims	2	EFT	MERCHANT SERVICES	710.33	CREDIT CARD PAYMENTS FEE - 07/2019
			401 - 534 50 49 00 - MISCELLANEOUS			236.78	
			403 - 535 50 49 00 - MISCELLANEOUS			236.77	
			402 - 537 50 49 00 - MISCELLANEOUS			236.78	
5577	09/23/2019	Claims	2	EFT	US BANK CARDMEMBER SVC	1,225.43	4 FT. STD. ANIMAL POLE; FLATBED TRAILER HITCH; PANTS/RETURN CREDIT; GRIFFEN WARRIOR DEBRIEF; MATV WORK; FUEL-WASP-TRUE BLOOD GRANT; WCIA - ATTORNEY INTERVIEWS - FISHER
			001 - 513 10 43 01 - TRAVEL			245.07	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES				
			001 - 521 10 32 00 - PD ADMIN FUEL			100.00	
			001 - 521 10 43 00 - PD ADMIN TRAVEL			46.58	
			001 - 521 10 43 00 - PD ADMIN TRAVEL			22.08	
			001 - 554 30 31 00 - SUPPLIES - ANIMAL CONTI			110.13	
			112 - 594 34 64 12 - MACHINERY & EQUIP-WA			116.93	
			112 - 594 35 64 12 - MACHINERY & EQUIP-SEW			116.93	
			112 - 594 37 64 12 - MACHINERY & EQUIP-GAF			116.93	
			112 - 594 42 64 00 - MACHINERY & EQUIP-STR			116.93	
			112 - 594 47 64 12 - MACHINERY & EQUIP-TRA			116.93	
			112 - 594 76 64 00 - MACHINERY & EQUIP-PAR			116.92	
5596	09/23/2019	Claims	2	EFT	CENTURY LINK - LD	54.26	CIVIC CENTER LONG DISTANCE-08/2019
			001 - 511 60 42 01 - COMMUNICATION			4.34	
			001 - 513 10 42 01 - COMMUNICATION			12.52	
			001 - 514 23 42 00 - COMMUNICATIONS			4.34	
			001 - 514 30 42 00 - COMMUNICATIONS			4.34	
			001 - 524 20 42 00 - COMMUNICATION			4.34	
			001 - 528 80 42 00 - COMMUNICATION			4.34	
			401 - 534 50 42 00 - COMMUNICATION			3.94	
			403 - 535 50 42 00 - COMMUNICATION			3.89	
			402 - 537 50 42 00 - COMMUNICATION			4.34	
			101 - 543 30 42 00 - COMMUNICATION			3.89	
			001 - 558 60 42 00 - COMMUNICATION			3.98	
5597	09/23/2019	Claims	2	EFT	CENTURY LINK	57.98	BOOSTER PUMP STATION-08/2019

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		401 - 534 50 42 00 - COMMUNICATION			57.98	
5598	09/23/2019	Claims	2	EFT INTEGRA TELECOM		1,897.57 FIRE DEPT.
		001 - 518 20 42 00 - COMMUNICATION			1,897.57	
5599	09/23/2019	Claims	2	EFT OFFICE DEPOT-CITY HALL		315.07 GEL PENS: TISS PAPER; SIGN HERE FLAGS; CALCULATOR TAPE; LETTER OPENER; CERTIFICATE HOLDER; TEMP EVD BAGS; POST-IT; MARK POST-IT; COLOR PAPER; STAPLES; HNG FOLDERS; HIGHLIGHTERS; BLK INK; BINDERS; TAPE LE
		001 - 513 10 31 00 - SUPPLIES			12.82	
		001 - 513 10 31 00 - SUPPLIES			89.49	
		001 - 514 23 31 00 - SUPPLIES			12.82	
		001 - 514 23 31 00 - SUPPLIES			14.04	
		001 - 514 23 31 00 - SUPPLIES			23.87	
		001 - 514 30 31 00 - SUPPLIES			12.83	
		001 - 514 30 31 00 - SUPPLIES			14.04	
		001 - 514 30 31 00 - SUPPLIES			23.87	
		001 - 517 91 31 00 - SUPPLIES			15.88	
		001 - 524 20 31 00 - SUPPLIES			19.08	
		401 - 534 50 31 00 - SUPPLIES			19.08	
		403 - 535 50 31 00 - SUPPLIES			19.08	
		402 - 537 50 31 00 - SUPPLIES			19.08	
		001 - 558 60 31 00 - SUPPLIES			19.09	
5600	09/23/2019	Claims	2	EFT OFFICE DEPOT-PD		72.77 BUBBLE MAILERS/CD SLEEVES/PENS
		001 - 528 80 31 00 - OFFICE & OPERATING SUP			72.77	
5601	09/23/2019	Claims	2	EFT SPECTRUM BUSINESS		90.87 CIVIC CENTER TV SVC-09/2019
		001 - 511 60 47 00 - PUBLIC UTILITY SERVICES			9.09	
		001 - 514 23 47 00 - PUBLIC UTILITY SERVICES			9.09	
		001 - 514 30 47 00 - PUBLIC UTILITY SERVICES			9.09	
		001 - 524 20 47 00 - PUBLIC UTILITY SERVICES			9.09	
		401 - 534 50 47 00 - UTILITIES			9.09	
		403 - 535 50 47 00 - UTILITIES			9.09	
		402 - 537 50 47 00 - UTILITIES			9.09	
		101 - 542 30 47 00 - UTILITIES			9.09	
		001 - 558 60 47 00 - PUBLIC UTILITY SERVICES			9.09	
		001 - 576 80 47 00 - UTILITIES			9.06	
5602	09/23/2019	Claims	2	EFT WELLS FARGO VENDOR FIN SERV		834.73 TASKALFA LEASE-09/21/2019-10/20/2019
		001 - 511 60 45 00 - OPERATING RENTALS & LI			10.99	
		001 - 513 10 45 00 - OPERATING RENTALS & LI			51.64	
		001 - 514 23 45 00 - OPERATING RENTALS & LI			206.98	
		001 - 514 30 45 00 - OPERATING RENTALS & LI			401.03	
		001 - 517 91 45 00 - OPERATING RENTALS & LI			0.40	
		001 - 518 20 45 00 - OPERATING LEASES			0.63	
		001 - 521 10 45 00 - PD ADMIN RENTALS & LEA			1.13	
		001 - 522 10 45 00 - OPERATING RENTALS & LI			0.25	
		001 - 524 20 45 00 - OPERATING RENTALS & LI			73.10	
		401 - 534 50 45 00 - OPERATING RENTALS & LI			23.71	
		403 - 535 50 45 00 - OPERATING RENTALS & LI			23.71	
		402 - 537 50 45 00 - OPERATING RENTALS & LI			23.71	
		101 - 543 30 45 00 - OPERATING RENTALS & LI			16.95	
		001 - 558 60 45 00 - OPERATING RENTALS & LI			0.26	
		001 - 576 80 45 00 - OPERATING RENTALS & LI			0.24	
5494	09/11/2019	Claims	2	99923 MEDSTAR CABULANCE, INC.		77,217.19 DIAL A RIDE/FIXED ROUTE-08/2019
		128 - 547 60 49 00 - TRANSIT SERVICE PAYME			77,217.19	

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5574	09/16/2019	Claims	2	99926	UNITED STATES POSTMASTER	608.04	NEWSLETTER POSTAGE - FALL 2019
					001 - 511 60 42 01 - COMMUNICATION	608.04	
5603	09/23/2019	Claims	2	99927	ANDERSON ROCK & DEMOLITION PITS	129.48	DEMO
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	129.48	
5604	09/23/2019	Claims	2	99928	TERESA ARCEO	300.00	CLEANING DEPOSIT REFUND-ACTIVITIES BUILDING
					001 - 589 10 00 03 - PARK DEPOSIT REFUND	300.00	
5605	09/23/2019	Claims	2	99929	AT&T MOBILITY	1,756.82	PHONES AND MODEMS JULY 20-AUG 19 2019
					001 - 528 80 42 00 - COMMUNICATION	1,756.82	
5606	09/23/2019	Claims	2	99930	ATLAS STAFFING INC	5,654.40	SEASONAL PARKS; WEEK WORKED 082519 & WEEK WORKED 090119; SEASONAL PARKS; WEEK WORKED 09.08.19
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	4,195.20	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	1,459.20	
5607	09/23/2019	Claims	2	99931	AUTO CARE EXPERTS	591.39	#1023 A/C CONDENSOR & RECEIVER REPAIR; PARTS & LABOR
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	591.39	
5608	09/23/2019	Claims	2	99932	BRICIA AYALA	20.84	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	20.84	Refund Utility Deposit
5609	09/23/2019	Claims	2	99933	SERGIO BADILLO	297.87	OVERPAYMENT REFUND; OVERPAYMENT REFUND
					402 - 589 10 04 02 - 210-10	186.84	
					402 - 589 10 04 02 - 210-10	111.03	
5610	09/23/2019	Claims	2	99934	BAER TESTING, INC	1,741.00	VMB RESURFACING TESTING
					304 - 595 30 65 02 - VMB - CONSTRUCTION	1,741.00	
5611	09/23/2019	Claims	2	99935	CHRISTOBAL BARRAGAN	19.96	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	19.96	Refund Utility Deposit
5612	09/23/2019	Claims	2	99936	BEMIS APPLIANCE	778.99	DISHWASHER FOR FIRE STATION 96
					001 - 522 10 31 00 - SUPPLIES	778.99	
5613	09/23/2019	Claims	2	99937	CAREY MOTORS	221.60	VEH 16 LOF/TIRE ROTATION, VEH 21 NEW BATTERY, VEH 10 LOF
					001 - 521 10 48 00 - PD ADMIN REPAIRS & MAINT	151.43	
					001 - 521 22 48 00 - PATROL REPAIRS & MAINT	70.17	
5614	09/23/2019	Claims	2	99938	CASCADE ANALYTICAL INC	703.85	WA SAMPLING & WW SAMPLING
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	309.00	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	394.85	
5615	09/23/2019	Claims	2	99939	CASCADE NATURAL GAS CORP	226.54	FIRE DEPT. 08/06/2019-09/04/2019; 4401 MAIN ST & 4401 1/2 - 08/06/2019-09/04/2019; CIVIC CENTER-08/06/2019-09/04/2019; PD - NATURAL GAS - 08/2019
					001 - 518 20 47 00 - UTILITIES/CITY HALL	123.49	
					001 - 521 50 47 00 - PD FACILITIES UTILITIES	13.78	
					001 - 522 50 47 00 - UTILITIES	50.66	
					403 - 535 50 47 00 - UTILITIES	16.94	

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			402 - 537 50 47 00 - UTILITIES			21.67	
5616	09/23/2019	Claims	2	99940	CENTRAL CHAIN & TRANSMISSION	53.10	BEARINGS
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			53.10	
5617	09/23/2019	Claims	2	99941	CENTRAL PRE-MIX CONCRETE CO.	409.22	1 1/4" MINUS/CRUSHED (BASE CRS) 41 TON 08.22.19
			401 - 534 50 31 00 - SUPPLIES			409.22	
5618	09/23/2019	Claims	2	99942	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES - 09/2019
			108 - 557 30 44 01 - STATE FAIR PARK SALES F			2,083.00	
5619	09/23/2019	Claims	2	99943	CI SHRED	295.99	SHRED SVC-08/2019; SHRED SERVICES AUG 2019
			001 - 511 60 41 01 - PROFESSIONAL SERVICES			35.61	
			001 - 513 10 41 01 - PROFESSIONAL SERVICES			35.61	
			001 - 514 23 41 00 - PROFESSIONAL SERVICES			35.61	
			001 - 514 30 41 00 - PROFESSIONAL SERVICES			35.61	
			001 - 521 50 41 00 - PD FACILITIES PROFESSIO			82.73	
			001 - 524 20 41 00 - PROFESSIONAL SERVICES			17.81	
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			7.12	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			7.12	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			7.12	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			7.12	
			001 - 558 60 41 00 - PROFESSIONAL SERVICES			17.81	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			6.72	
5620	09/23/2019	Claims	2	99944	CINTAS CORP #605	78.83	CIVIC CENTER & PD - MAT SVC
			001 - 518 31 45 00 - OPERATING RENTALS & LI			45.15	
			001 - 521 50 45 00 - PD FACILITIES OPERATION			33.68	
5621	09/23/2019	Claims	2	99945	CITY OF YAKIMA	67,479.25	WHOLESALE SEWER; 3-PARTY AGREEMENT; JULY
			403 - 535 50 41 03 - INTERGOVERNMENTAL PF			67,479.25	
5622	09/23/2019	Claims	2	99946	CLASSIC CAR WASH	184.50	CAR WASHES AUG 2019
			001 - 521 21 48 00 - INVESTIGATION REPAIRS			17.50	
			001 - 521 22 48 00 - PATROL REPAIRS & MAIN			160.50	
			001 - 554 30 49 00 - MISCELLANEOUS - ANIMA			6.50	
5623	09/23/2019	Claims	2	99947	CLASSIC PRINTING INC	1,130.32	UB WINDOW ENVELOPES; UB STATEMENTS-08/2019; DISCONNET NOTICE/DOOR HANGERS; WINDOW ENVELOPES
			401 - 534 50 31 00 - SUPPLIES			89.38	
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			212.43	
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			57.43	
			403 - 535 50 31 00 - SUPPLIES			89.38	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			212.43	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			57.43	
			402 - 537 50 31 00 - SUPPLIES			89.38	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			212.44	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			57.42	
			101 - 542 30 31 00 - SUPPLIES			52.60	
5624	09/23/2019	Claims	2	99948	COLEMAN OIL COMPANY	3,582.93	FUEL THRU 8.31.19
			403 - 531 30 32 00 - STORMWATER FUEL			84.45	
			401 - 534 50 32 00 - FUEL			1,125.00	
			403 - 535 50 32 00 - FUEL			695.08	
			402 - 537 50 32 00 - FUEL			30.46	
			101 - 542 30 32 00 - FUEL			625.54	
			101 - 542 66 32 00 - FUEL			168.15	
			101 - 542 67 32 00 - FUEL			267.61	

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					101 - 542 70 32 00 - FUEL	250.84	
					128 - 547 60 32 00 - FUEL CONSUMED	71.89	
					001 - 576 80 32 00 - FUEL	263.91	
5625	09/23/2019	Claims	2	99949	COLONIAL LAWN & GARDEN, INC.	1,908.06	CIVIC CENTER LAWN SVC-06/2019 & 08/2019
					001 - 518 20 48 00 - REPAIRS & MAINTENANCE	1,908.06	
5626	09/23/2019	Claims	2	99950	COLUMBIA ASPHALT & READY MIX	1,017.00	HYDRANT METER DEPOSIT
					414 - 586 00 04 14 - DEPOSIT REFUND	1,017.00	Refund Utility Deposit
5627	09/23/2019	Claims	2	99951	COLUMBIA ASPHALT & READY-MIX	276,617.73	VMB RESURFACING PROJECT; NHPP-4554(006) PRO EST NO. 4
					304 - 595 30 65 02 - VMB - CONSTRUCTION	276,617.73	
5628	09/23/2019	Claims	2	99952	COPIERS NORTHWEST	305.37	COPIER MAINTENANCE AUG 2019
					001 - 528 80 45 00 - OPERATING RENTALS & LJ	305.37	
5629	09/23/2019	Claims	2	99953	D & G CLEANING,LLC	1,735.22	PRE/POST CLEANING-08/2019; ENTRYWAY & KITCHEN RUG
					001 - 518 31 31 00 - SUPPLIES	115.22	
					001 - 576 80 41 01 - PROF SVC- D&G CLEANING	1,620.00	
5630	09/23/2019	Claims	2	99954	DAY WIRELESS	205.58	#1025 INSTALL & PROGRAM TWO WAY RADIO
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	51.40	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	41.12	
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	30.84	
					101 - 542 64 41 00 - INTERGOVERNMENTAL PF	10.25	
					101 - 542 66 41 00 - PROFESSIONAL SERVICES	13.71	
					101 - 542 70 41 00 - PROFESSIONAL SERVICES	13.71	
					128 - 547 60 41 00 - PROFESSIONAL SERVICES	13.71	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	30.84	
5631	09/23/2019	Claims	2	99955	DEPARTMENT OF HEALTH	112,546.43	DM13-952-138; DM11-952-037-FULLBRIGHT INTERTIE
					401 - 591 34 78 00 - PWTF LOAN PRINCIPAL	61,077.20	
					401 - 591 34 78 00 - PWTF LOAN PRINCIPAL	30,415.99	
					401 - 592 34 83 00 - PWTF LOAN INTEREST	16,490.84	
					401 - 592 34 83 00 - PWTF LOAN INTEREST	4,562.40	
5632	09/23/2019	Claims	2	99956	DEXYP	406.55	PARK AD-09/2019
					001 - 576 80 44 00 - ADVERTISING	406.55	
5633	09/23/2019	Claims	2	99957	EXPRESS SERVICES INC	2,129.60	UGPD 1 - RECEPTIONIST-08/18/2019; 08/25/2019
					001 - 522 10 41 00 - PROFESSIONAL SERVICES	2,129.60	
5634	09/23/2019	Claims	2	99958	FASTENAL	133.81	SOCKET SHOULDER BOLTS; MACHINERY EYE BOLT; HEX NUTS, WASHERS, HEX CAP SCREWS, NUTSERT STEEL; ALKALINE BATTERY; STEEL STRAIGHT CONNECTOR; LS #2 CAP SCREW, HEX NUT
					401 - 534 50 31 00 - SUPPLIES	6.90	
					403 - 535 50 31 00 - SUPPLIES	13.33	
					403 - 535 50 31 00 - SUPPLIES	69.03	
					402 - 537 50 31 00 - SUPPLIES	6.90	
					101 - 542 30 31 00 - SUPPLIES	6.91	
					101 - 542 30 31 00 - SUPPLIES	14.47	
					001 - 576 80 31 00 - SUPPLIES	16.27	
5635	09/23/2019	Claims	2	99959	FIRESTONE TIRE & SERVICE CTRS	164.00	NEW TIRE VEH 17

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			001 - 521 22 48 00 - PATROL REPAIRS & MAIN			164.00	
5636	09/23/2019	Claims	2	99960	FRANK'S TIRE FACTORY	29.78	FLAT REPAIR FRONT FARM DRY
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			29.78	
5637	09/23/2019	Claims	2	99961	G. S. LONG COMPANY	995.51	GRASS GETTER, CROP OIL, BUCKET, TURF FERT
			101 - 542 70 31 00 - SUPPLIES			39.70	
			001 - 576 80 31 00 - SUPPLIES			955.81	
5638	09/23/2019	Claims	2	99962	GAP AUTO PARTS - PW	47.26	WD40, FILTER, OIL, WRENCH, CLAMPS; FC APPLIED 8.31.19
			401 - 534 50 31 00 - SUPPLIES			30.56	
			101 - 542 64 31 00 - SUPPLIES			13.08	
			001 - 576 80 31 00 - SUPPLIES			1.62	
			001 - 576 80 49 00 - MISCELLANEOUS			2.00	
5639	09/23/2019	Claims	2	99963	GENE WEINMANN CONSULTING	192.75	CDBG COORDINATOR&POSTAGE-09/2019
			170 - 559 30 31 00 - SUPPLIES			1.50	
			170 - 559 30 41 01 - PROFESSIONAL SERVICES			191.25	
5640	09/23/2019	Claims	2	99964	GRANITE CONSTRUCTION CO	1,079.02	CSS-1 GAL (2751) / 166.67 GAL / #555553097 / 06.03.19
			101 - 542 30 31 00 - SUPPLIES			1,079.02	
5641	09/23/2019	Claims	2	99965	H.D. FOWLER COMPANY	1,074.31	DRAIN VALVE FACING, MAIN VALVE REPAIR KIT; QUICK JOIN COUPLING, NUTS, BOLTS; ROLL CTS PEX NON BARRIER TUBING
			401 - 534 50 31 00 - SUPPLIES			1,074.31	
5642	09/23/2019	Claims	2	99966	SUSAN HARLAN	72.08	Refund Utility Deposit
			414 - 586 00 04 14 - DEPOSIT REFUND			72.08	Refund Utility Deposit
5643	09/23/2019	Claims	2	99967	HLA ENGINEERING AND LAND SURVEYING, INC.	172,532.82	PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES; PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES; THRU
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			350.00	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			3,362.00	
			118 - 542 50 41 00 - PROFESSIONAL SERVICES			1,799.10	
			101 - 543 30 41 00 - PROFESSIONAL SERVICES			255.00	
			101 - 543 30 41 00 - PROFESSIONAL SERVICES			1,438.00	
			101 - 543 30 41 00 - PROFESSIONAL SERVICES			1,715.86	
			405 - 594 38 64 25 - AHTANUM/MAIN ST STORI			18,720.00	
			405 - 594 38 64 25 - AHTANUM/MAIN ST STORI			16,860.00	
			121 - 595 10 41 08 - W. AHTANUM RD-GOODM.			1,286.59	
			121 - 595 10 41 08 - W. AHTANUM RD-GOODM.			10,808.50	
			121 - 595 10 41 08 - W. AHTANUM RD-GOODM.			2,397.00	
			121 - 595 10 41 28 - MAIN ST PHASE 1-PROF SV			5,860.71	
			121 - 595 10 41 28 - MAIN ST PHASE 1-PROF SV			10,861.76	
			121 - 595 10 41 40 - SAFE ROUTES TO SCHOOL			44,962.84	
			121 - 595 10 41 40 - SAFE ROUTES TO SCHOOL			35,836.06	
			304 - 595 30 65 02 - VMB - CONSTRUCTION			3,036.82	
			304 - 595 30 65 02 - VMB - CONSTRUCTION			12,982.58	
5644	09/23/2019	Claims	2	99968	INK LINK INCORPORATED	263.69	ORDER STAINLESS STEEL BANDS FOR POLE-60.QTY
			001 - 571 20 31 00 - COMM ENHANCEMENT-SU			263.69	
5645	09/23/2019	Claims	2	99969	INLAND PIPE & SUPPLY	202.72	ELKAY WATER SENTRY PLUS FILTERS

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			001 - 518 20 48 00 - REPAIRS & MAINTENANCE			101.36	
			001 - 521 50 48 00 - PD FACILITIES REPAIRS &			101.36	
5646	09/23/2019	Claims	2	99970	JONDERFIN, LLC	300.00	LIBRARY LOGO DESIGN
			001 - 511 60 41 01 - PROFESSIONAL SERVICES			300.00	
5647	09/23/2019	Claims	2	99971	JUB ENGINEERS INC	66,426.14	PROFESIONAL SVCS; REGIONAL BELTWAY PROJECT; THRU AUGUST 3, 2019
			124 - 595 10 41 26 - BELTWAY CONNECTOR-PI			66,426.14	
5648	09/23/2019	Claims	2	99972	KNOBEL'S ELECTRIC, INC.	2,112.99	WELL #3; REPLACE 225AMP BREAKER IN SERVICE PANEL
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			2,112.99	
5649	09/23/2019	Claims	2	99973	JULIA E. KROLIKOWSKI	110.78	SUMMER CAMP SUPPLIES - REIMBURSEMENT
			133 - 571 22 31 33 - SUMMER YOUTH - SUPPLI			110.78	
5650	09/23/2019	Claims	2	99974	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY-09/2019
			001 - 515 31 41 02 - LEGAL SERVICES - PROS. /			14,500.00	
5651	09/23/2019	Claims	2	99975	LIGHTNING GRAPHICS	351.65	WORK ORDER BOOKS
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			70.33	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			70.33	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			70.33	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			70.33	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES-			70.33	
5652	09/23/2019	Claims	2	99976	LOWES COMPANY INC	1,062.15	FLEXABLE HOSE HOE MEDIUM SURF PUS ADJ PISTOL ORBIT MTL COMP; 3/16" ZINC PLATES; 1/8 X 1 ALUM FLATS; PREM BAR; SCREW IN HANGER CAMBUCKLE; 1.88 IN X 35 YD GORILLA D, RUBBER MASTIC ELECTRICAL; 200 CT RA
			001 - 518 20 31 00 - SUPPLIES			9.24	
			403 - 531 30 31 00 - STORMWATER - SUPPLIES			238.47	
			403 - 531 30 31 00 - STORMWATER - SUPPLIES			30.00	
			401 - 534 50 31 00 - SUPPLIES			123.71	
			401 - 534 50 31 00 - SUPPLIES			60.70	
			401 - 534 50 31 00 - SUPPLIES			5.33	
			401 - 534 50 31 00 - SUPPLIES			9.76	
			401 - 534 50 31 00 - SUPPLIES			76.86	
			403 - 535 50 31 00 - SUPPLIES			123.71	
			403 - 535 50 31 00 - SUPPLIES			62.26	
			403 - 535 50 31 00 - SUPPLIES			5.33	
			403 - 535 50 31 00 - SUPPLIES			9.76	
			402 - 537 50 31 00 - SUPPLIES			5.33	
			402 - 537 50 31 00 - SUPPLIES			9.76	
			101 - 542 30 31 00 - SUPPLIES			42.61	
			101 - 542 30 31 00 - SUPPLIES			5.32	
			101 - 542 30 31 00 - SUPPLIES			22.86	
			101 - 542 70 35 00 - SMALL TOOLS & EQUIP			82.11	
			128 - 547 60 31 00 - OFFICE & OPERATING SUP			13.35	
			128 - 547 60 31 00 - OFFICE & OPERATING SUP			11.30	
			001 - 576 80 31 00 - SUPPLIES			21.29	
			001 - 576 80 31 00 - SUPPLIES			58.74	
			001 - 576 80 31 00 - SUPPLIES			34.35	
5653	09/23/2019	Claims	2	99977	AL & JUDY MARTINSEN	45.53	OVERPAYMENT REFUND
			402 - 589 10 04 02 - 210-10			45.53	
5654	09/23/2019	Claims	2	99978	MORTONS SUPPLY	1,054.53	IRRIGATION SUPPLIES
			001 - 576 80 31 00 - SUPPLIES			1,049.57	

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			001 - 576 80 49 00 -		MISCELLANEOUS	4.96	
5655	09/23/2019	Claims	2	99979	ROBERT R NORTHCOTT	725.00	PUBLIC DEFENDER-09/04/2019-09/17/201
			001 - 515 91 41 03 -		LEGAL SERVICES-PUBLIC	725.00	
5656	09/23/2019	Claims	2	99980	OFFICE SOLUTIONS NORTHWEST	261.37	COPY PAPER; THERMAL ROLLS; POST-IT; SANITIZER; PERFRTD PAPER & TWIST PENCILS
			001 - 511 60 31 01 -		SUPPLIES	0.55	
			001 - 513 10 31 00 -		SUPPLIES	2.60	
			001 - 514 23 31 00 -		SUPPLIES	10.42	
			001 - 514 30 31 00 -		SUPPLIES	31.22	
			001 - 517 91 31 00 -		SUPPLIES	0.02	
			001 - 518 20 31 00 -		SUPPLIES	0.03	
			001 - 518 31 31 00 -		SUPPLIES	100.34	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	0.06	
			001 - 522 10 31 00 -		SUPPLIES	0.02	
			001 - 524 20 31 00 -		SUPPLIES	3.68	
			401 - 534 50 31 00 -		SUPPLIES	37.18	
			403 - 535 50 31 00 -		SUPPLIES	37.18	
			402 - 537 50 31 00 -		SUPPLIES	37.18	
			101 - 543 30 31 00 -		SUPPLIES	0.85	
			001 - 558 60 31 00 -		SUPPLIES	0.02	
			001 - 576 80 31 00 -		SUPPLIES	0.02	
5657	09/23/2019	Claims	2	99981	ONE CALL CONCEPTS INC	44.94	UTILITY LOCATES-08/2019
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	22.47	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	22.47	
5658	09/23/2019	Claims	2	99982	OXARC INC	114.27	CLR GOOGLES; RESP DUST MASK'S
			001 - 521 40 31 00 -		PD TRAINING SUPPLIES	114.27	
5659	09/23/2019	Claims	2	99983	PACIFIC POWER	3,578.09	TRAFFIC LIGHTS-08/2019; PD POWER-09/2019; CIVIC CENTER & FIRE DEPT-09/2019; LIFT STATION-09/2019 & LONGFIBRE-08/2019; FIRE DEPT. 9/2019
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	2,136.37	
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	8.96	
			001 - 521 50 47 00 -		PD FACILITIES UTILITIES	34.87	
			403 - 535 50 47 00 -		UTILITIES	1,094.37	
			101 - 542 64 47 00 -		UTILITIES	220.85	
			101 - 542 64 47 00 -		UTILITIES	82.67	
5660	09/23/2019	Claims	2	99984	PEOPLE FOR PEOPLE	1,628.00	SENIOR NUTRITION SITE MANAGER-08/2019
			001 - 571 21 41 00 -		PROFESSIONAL SERVICES	1,628.00	
5661	09/23/2019	Claims	2	99985	PETTY CASH	22.74	MISC RECEIPTS
			001 - 511 60 31 01 -		SUPPLIES	3.23	
			001 - 514 23 31 00 -		SUPPLIES	4.32	
			001 - 524 20 42 00 -		COMMUNICATION	0.45	
			401 - 534 50 49 00 -		MISCELLANEOUS	10.00	
			001 - 576 80 31 00 -		SUPPLIES	4.74	
5662	09/23/2019	Claims	2	99986	REAL SMITH, LLC	8.50	OVERPAYMENT REFUND -ACCT#5992
			402 - 589 10 04 02 -		210-10	8.50	
5663	09/23/2019	Claims	2	99987	REPUBLIC PUBLISHING CO	178.30	EXCUTIVE MEETING NCT - 09/02/2019
			001 - 511 60 42 01 -		COMMUNICATION	178.30	
5664	09/23/2019	Claims	2	99988	AVILIO ROCHA	71.19	Refund Utility Deposit
			414 - 586 00 04 14 -		DEPOSIT REFUND	71.19	Refund Utility Deposit

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5665	09/23/2019	Claims	2	99989	SHERWIN-WILLIAMS COMPANY	1,261.66	RAC 5 TIP 209; RETURN; PAINT: YELLOW, WHITE
					401 - 534 50 31 00 - SUPPLIES	170.99	
					101 - 542 64 31 00 - SUPPLIES	966.46	
					001 - 576 80 31 00 - SUPPLIES	124.21	
5666	09/23/2019	Claims	2	99990	SHUELS WHOLESALE LUMBER	278.77	4X4X12 PRE TREATED
					101 - 542 64 31 00 - SUPPLIES	278.77	
5667	09/23/2019	Claims	2	99991	SMITTYS OUTDOOR POWER EQUIPMENT INC	57.71	CHAIN LOOPS
					101 - 542 64 31 00 - SUPPLIES	57.71	
5668	09/23/2019	Claims	2	99992	STANDARD PAINT & FLOORING LLC	1,254.68	STREET PAINTING SUPPLIES; PARK PARKING LOT
					101 - 542 64 31 00 - SUPPLIES	1,227.72	
					001 - 576 80 31 00 - SUPPLIES	26.96	
5669	09/23/2019	Claims	2	99993	STAR RENTALS	154.83	DIAMOND BLADE
					401 - 534 50 31 00 - SUPPLIES	154.83	
5670	09/23/2019	Claims	2	99994	STEPHENS MEDIA GROUP	757.00	TRANSIT 2019 ST. FAIR RADIO AD
					128 - 547 60 44 00 - ADVERTISING	757.00	
5671	09/23/2019	Claims	2	99995	STRIPE RITE	45.12	6 - 18" CONES
					403 - 535 50 31 00 - SUPPLIES	45.12	
5672	09/23/2019	Claims	2	99996	RAYMOND V SUAREZ	150.00	BOOT REIMBURSEMENT 2019
					401 - 534 50 21 00 - UNIFORMS & EQUIPMENT	75.00	
					101 - 542 30 21 00 - UNIFORMS & EQUIPMENT	75.00	
5673	09/23/2019	Claims	2	99997	THUNDER ELECTRIC INC.	4,170.99	LABOR AND MATERIAL FOR POLICE GENERATOR
					123 - 521 22 41 23 - CJ PROFESSIONAL SVC	4,170.99	
5674	09/23/2019	Claims	2	99998	TOWNSQUARE MEDIA	800.00	2019 PIONEER POWER SHOW-RADIO AD
					108 - 557 30 44 10 - GRANT J HUNT - ADVERTI	800.00	
5675	09/23/2019	Claims	2	99999	U.S. LINEN & UNIFORM	531.50	UNIFORM SERVICE; 08.05.19; 08.12.19; 08.19.19; 08.26.19
					401 - 534 50 21 00 - UNIFORMS & EQUIPMENT	124.36	
					403 - 535 50 21 00 - UNIFORMS & EQUIPMENT	124.36	
					402 - 537 50 21 00 - UNIFORMS & EQUIPMENT	54.24	
					101 - 542 30 21 00 - UNIFORMS & EQUIPMENT	124.36	
					001 - 576 80 21 00 - UNIFORMS & EQUIPMENT	104.18	
5676	09/23/2019	Claims	2	100000	UNION GAP HOSPITALITY, LLC	34,130.75	WATER & SEWER INFRASTRUCTURE RFUND
					404 - 367 00 00 34 - INFRASTRUCTURE FEE - W	-15,731.54	
					405 - 367 00 00 35 - INFRASTRUCTURE FEE - SI	-18,399.21	
5677	09/23/2019	Claims	2	100001	UNION GAP SCHOOL DISTRICT NO. 2	1,131.28	2019 SUMMER PROGRAM TRANSPORTATION REIMBURSEMENT
					133 - 571 22 41 33 - SUMMER YOUTH - PROF S'	1,131.28	
5678	09/23/2019	Claims	2	100002	UNION GAP	56.75	REIMBURSE #1908; REVERSE BANK DIFFERENCE
					401 - 534 50 49 00 - MISCELLANEOUS	20.58	
					403 - 535 50 49 00 - MISCELLANEOUS	20.58	
					402 - 537 50 49 00 - MISCELLANEOUS	20.59	
					133 - 571 22 49 33 - SUMMER YOUTH - MISC	-5.00	

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5679	09/23/2019	Claims	2	100003	UNITED STATES POSTMASTER	769.28	UB POSTAGE-09/2019
					401 - 534 50 42 00 - COMMUNICATION	256.43	
					403 - 535 50 42 00 - COMMUNICATION	256.43	
					402 - 537 50 42 00 - COMMUNICATION	256.42	
5680	09/23/2019	Claims	2	100004	VALLEY FORD SALES	119.02	#1023 REPAIR
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	119.02	
5681	09/23/2019	Claims	2	100005	VALLEY LOCK & KEY SERVICE	204.86	DECODE & REKEY LOCK; DUPLICATE KEY-PARKS; DUPLICATE KEYS
					401 - 534 50 31 00 - SUPPLIES	3.97	
					403 - 535 50 31 00 - SUPPLIES	3.97	
					001 - 576 80 31 00 - SUPPLIES	192.96	
					001 - 576 80 31 00 - SUPPLIES	3.96	
5682	09/23/2019	Claims	2	100006	VERELA LEGAL, PLLC	450.00	PUBLIC DEFENDER
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	450.00	
5683	09/23/2019	Claims	2	100007	WA STATE DEPT OF TRANSPORTATION	2,046.85	VMB RESURFACING; SIGNAL MAINT, REPAIR & ADDITIONS; MANUFACTURE & SHIP SIGNS
					101 - 542 64 41 00 - INTERGOVERNMENTAL PF	1,341.89	
					101 - 542 64 41 00 - INTERGOVERNMENTAL PF	651.67	
					304 - 595 30 65 02 - VMB - CONSTRUCTION	53.29	
5684	09/23/2019	Claims	2	100008	WA STATE PATROL	13.25	BACKGROUNDS - AUG 2019
					001 - 521 10 41 00 - PD ADMIN PROFESSIONAL	13.25	
5685	09/23/2019	Claims	2	100009	WA STATE TREASURER	15,757.07	CJRS - 08/2019
					001 - 586 00 01 00 - STATE BUILDING CODE FE	100.00	
					001 - 586 00 04 00 - PSEA 1 STATE SHARE	7,455.72	
					001 - 586 00 05 00 - PSEA 2 STATE SHARE	3,951.88	
					001 - 586 00 06 00 - PSEA 3 STATE SHARE	192.59	
					001 - 586 00 07 00 - CRIME LAB/BREATH ST SF	94.68	
					001 - 586 00 08 00 - JIS STATE SHARE	2,459.05	
					001 - 586 00 09 00 - SCH ZONE SAFETY ST SHA	272.06	
					001 - 586 00 10 00 - TRAUMA CARE STATE SH	496.09	
					001 - 586 00 13 00 - AUTO THEFT PREVENTION	680.97	
					001 - 586 00 14 00 - CRIME LAB ANALYSIS FEE	9.59	
					001 - 586 00 16 00 - ACCESSIBLE COMMUNITI	22.22	
					001 - 586 00 17 00 - MULTIMODAL TRANSPOR	22.22	
5686	09/23/2019	Claims	2	100010	WESTERN OFFICE	1,153.43	INSTALLMENT AND DELIVERY OF C.C TABLES
					116 - 594 10 41 01 - CITY HALL COMPLEX-PRO	1,153.43	
5687	09/23/2019	Claims	2	100011	WHEELER EXCAVATING, LLC	470.69	HYDRANT METER DEPOSIT REFUND
					414 - 586 00 04 14 - DEPOSIT REFUND	470.69	Refund Utility Deposit
5688	09/23/2019	Claims	2	100012	WHEELER EXCAVATION LLC	376,946.39	MLK SCHOOL SIDEWALK & SAFETY IMPROVEMENTS; HLP-SR17(002); PROG EST NO 2
					121 - 595 10 41 40 - SAFE ROUTES TO SCHOOL	376,946.39	
5689	09/23/2019	Claims	2	100013	WILBERT PRECAST	8,753.95	D&L A-2001L SEWER; SEWER MANHOLE RING & GRADE RING; SEWER CASTINGS; STORM & GRATE ONLY ADA
					403 - 531 30 31 00 - STORMWATER - SUPPLIES	481.05	
					403 - 535 50 31 00 - SUPPLIES	4,215.90	
					403 - 535 50 31 00 - SUPPLIES	4,057.00	

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5690	09/23/2019	Claims	2	100014 WILSON ORCHARD & VINEYARD SUPPLY, LLC	7.52	PVC SLIP ELBOWS
				401 - 534 50 31 00 - SUPPLIES	7.52	
5691	09/23/2019	Claims	2	100015 YAKIMA CITY TREASURER	369,076.25	FIRE PROTECTION 3RD QTR
				001 - 522 10 49 01 - FIRE PROTECTION SERVIC	369,076.25	
5692	09/23/2019	Claims	2	100016 YAKIMA CO AUDITOR	108.50	RECORDING; MARSHALL FRED E WTR
				401 - 534 50 49 00 - MISCELLANEOUS	108.50	
5693	09/23/2019	Claims	2	100017 YAKIMA CO PUBLIC SERVICES	60.00	GARBAGE & YARD WASTE - CK#99407 SHORT PAID
				402 - 537 50 41 00 - PROFESSIONAL SERVICES	60.00	
5694	09/23/2019	Claims	2	100018 YAKIMA CO TREAS PROSECUTING	257.69	CVC - 08/2019
				001 - 586 00 03 00 - CRIME VICTIMS COMP CN	257.69	
5695	09/23/2019	Claims	2	100019 YAKIMA COOPERATIVE ASSN	599.42	#2 DIESEL DYED-AHTANUM PARK; TEMPO SC ULTRA 8 OZ; PRO TURN 25#
				001 - 576 80 31 00 - SUPPLIES	226.56	
				001 - 576 80 32 00 - FUEL	372.86	
5696	09/23/2019	Claims	2	100020 YAKIMA HUMANE SOCIETY	1,000.00	ANIMAL CONTROL SERVICE-08/2019
				001 - 554 30 41 00 - PROF SERVICES-ANIMAL C	1,000.00	
5697	09/23/2019	Claims	2	100021 YAKIMA VALLEY PUBLISHING INC	825.00	2019 STATE FAIR GUIDE
				108 - 557 30 44 08 - YAK VALLEY TOURISM-AI	825.00	
5698	09/23/2019	Claims	2	100022 YAKIMA WASTE SYSTEMS INC	1,544.08	WASTE-08/01/2019-08/31/2019
				402 - 537 60 49 00 - CONTRACTED SERVICES	1,544.08	
					431,780.72	
001 Current Expense Fund					11,413.00	
101 Street Fund					3,708.00	
108 Tourism Promotion Area Fund					701.57	
112 Public Works Equipment Reserve Fund					1,153.43	
116 City Hall Building Reserve Fund					1,799.10	
118 Municipal Capital Improvement Fund					488,959.85	
121 Street Development Reserve Fund					4,170.99	
123 Criminal Justice Fund					66,426.14	
124 Infrastructure Reserve Fund					78,084.44	
128 Transit System Fund					1,237.06	
133 Marijuana Excise Tax Fund					192.75	
170 Housing Rehabilitation Fund					294,431.42	
304 VMB Improvement Fund					125,432.04	
401 Water Fund					8,365.53	
402 Garbage Fund					86,785.98	
403 Sewer Fund					14,832.65	
404 Water Improvement Reserve					53,980.58	
405 Sewer Improvement Reserve					1,782.55	
414 Water Deposits					1,675,237.80	
* Transaction Has Mixed Revenue And Expense Accounts					1,675,237.80	Claims: 1,675,237.80