UNION GAP CITY COUNCIL REGULAR MEETING AGENDA MONDAY SEPTEMBER 28, 2020 – 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 Septmeber 14, 2020 as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claims Vouchers – EFT's, and Voucher No. 101779 through 101824 for September 28, 2020, in the amount of \$694,134.03

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

City Manager

1.	Resolution No	CARES Act Funding Amendment
2.	Resolution No	CARES Act Small Business Grant Program-

Public Works & Community Development

Resolution No. - _____ - HLA Task Order 2020-04 – South Broadway Area Domestic Water System & Sanitary Sewer Collection System Conceptual Design

City Council

Discussion About Letter from Union Gap Businesses Owner

- 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 28, 2020

From:

Arlene Fisher, City Manager

Topic/Issue:

Resolution - CARES Act Funding Amendment

SYNOPSIS: The City was previously awarded \$188,250 in CARES Act funding for assistance with COVID-19 related expenses. The Department of Commerce (DOC) has recently provided additional funding to the City in the amount of \$94,125, which brings our total funding to \$282,375.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign the DOC CARES Act amendment.

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.

DOC Cares Act Amendment

CITY OF UNION GAP, WASHINGTON RESOLUTION NO. ____

A RESOLUTION authorizing the City Manager to sign the amended CARES Act agreement with the Department of Commerce for assistance for COVID-19 related expenses.

WHEREAS, the City recently received \$188,250 from the Department of Commerce for federal *Coronavirus Aid, Relief, and Economic Security* Act (CARES Act) funding for eligible COVID-19 expenditures;

WHEREAS, the DOC has amended the amount in which the City is entitled to by \$94,125, which brings the grand total to \$282,375 in CARES Act funding;

WHEREAS, In Washington State, the Department of Commerce will be overseeing the Coronavirus Relief Fund (CRF), and the Council must approve the amended agreement in order to receive additional funds.

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

The City Manager is authorized to sign an amended agreement with the Department of Commerce to receive additional CARES Act monies for eligible expenditures relating to COVID-19.

PASSED this 28th day of September, 2020.

	John Hodkinson, City Mayor
ATTEST:	
Karen Clifton, City Clerk	Bronson Brown, City Attorney

Amendment

Contract Number: 20-6541C-351 Amendment Number: A

Washington State Department of Commerce Local Government Division Community Capital Facilities Unit Coronavirus Relief Fund for Local Governments

1. Contractor			2. Contractor Doing	Business A	As (optional)
City of Union Gap					
102 West Ahtanum Rd	09002 0009				
UNION GAP, Washington	on 98903-0008				
3. Contractor Represen	lated)	4. COMMERCE Re	presentativ	ve (only if undated)	
Arlene Fisher	(-	,	Janet Eaton	probenius.	PO Box 42525
City Manager			Project Manager		1011 Plum St SE
(509) 248-0432			(360) 725-3166		Olympia, WA 98504-2525
Arlene.Fisher@uniongapwa.gov			Fax 360-586-5880		
		janet.eaton@commer			
5. Original Contract Ar		6. Amendment Am	ount	7. New Co	ontract Amount
(and any previous a	mendments)				
\$188,250.	00	\$94,1	25.00		\$282,375.00
8. Amendment Funding	Source		9. Amendment Start	Date	10. Amendment End Date
Federal: X State:	Other: N	I/A:	Date of Execution		November 30, 2020
11. Federal Funds (as a	pplicable):	Federal Agency:		CFDA Nu	ımber:
\$282,375.00		US Dept. of the Trea	sury	21.019	
12. Amendment Purpos	e:	***************************************		***************************************	
To provide additional fur	iding for costs incu	rred due to the public	health emergency with	respect to	the Coronavirus Disease 2019
(COVID-19) during the p	period of March 1,	2020 thru November 3	30, 2020. Final invoice:	s must be re	sceived by December 15, 2020.
of this Contract As Amer and year referenced above Amendment and the follo "A" – Scope of Work, At Activity Report. A copy of COMMERCE and the Co	nded and attachmente. The rights and obving other documentachment "B" – But of this Contract Am	nts and have executed obligations of both parents incorporated by radget & Invoicing, Attachment shall be atta	this Contract Amendmenties to this Contract Asseference: Contractor Tachment "C" – A-19 Contractor achment and made a particular to and made a particular to and made a particular to the contract of the contract to the cont	ent on the d Amended a erms and C ertification, t of the orig	owledge and accept the terms ate below to start as of the date are governed by this Contract onditions including Attachment Attachment "D" – A-19 ginal Contract between in the "Contract as Amended".
FOR CONTRACTOR			FOR COMMERCE		
Arlene Fisher, City Manager			Mark K. Barkley, Assistant Director, Local Government Div		
Date			Date		
Batt			Date		
			APPROVED AS TO	FORM O	NLY
			Sandra Adix		
			Assistant Attorney Ge	eneral	
			3/20/2014		
			Date		

Amendment

This Contract is **amended** as follows:

Contract amount has been increased by \$94,125.00.

Contract end date has been extended from October 31, 2020 to November 30, 2020.

Final reimbursement request must be received by December 15, 2020.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.



City Council Communication

Meeting Date:

September 28, 2020

From:

Arlene Fisher, City Manager

Topic/Issue:

Resolution - CARES Act Small Business Grant Program- YCDA Agreement

SYNOPSIS: The City received CARES Act funding for \$282,375, for eligible COVID-19 related expenses. This money can also be used to assist eligible small local businesses that have been adversely affected by the virus. Staff recommends using a percentage of the CARES Act grant funding for City-incurred COVID-19 related expenses, with the remaining funds being distributed to eligible small businesses located within the City of Union Gap city limits, which were adversely affected by COVID-19. In order to accomplish this, the City wishes to collaborate with Yakima County Development Association (YCDA), who is qualified to administer the small business program.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign an agreement with YCDA to administer the distribution of CARES Act grant funding to eligible small businesses that were adversely affected by COVID-19.

LEGAL REVIEW: The City Attorney has reviewed the agreement and resolution.

FINANCIAL REVIEW: The CARES Act funds are Federal grant monies that are distributed by the Washington State Department of Commerce and can be used by the City and small businesses within the City for eligible COVID-19 related expenses.

BACKGROUND INFORMATION: This issue was discussed during the City Manager's report at the September 14, 2020 Council meeting.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1.

Resolution

2.

YCDA Agreement

CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION approving the agreement between the City of Union Gap, Washington and Yakima County Development Association for the pass-through and use of Washington State Department of Commerce Coronavirus Relief Funds.

WHEREAS, Governor Inslee has directed the Washington State Department of Commerce to release a portion of the federal Coronavirus Relief Funds to local governments, which includes a total award of \$282,375.00 for the City of Union Gap; and

WHEREAS, on June 8 and September 28, 2020, the City entered into a contract(s) with the Department of Commerce to receive said reimbursement funds; and

WHEREAS, the City desires to pass Coronavirus Relief Funds to Yakima County Development Association (YCDA) to distribute as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and

WHEREAS, YCDA has processes in place to distribute Coronavirus Relief Funds as grants in a manner consistent with the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines; and

WHEREAS, the City and YCDA have negotiated an Agreement which has been reduced to writing; and

WHEREAS, the approval of said agreement is in the best interest of the citizens of the City of Union Gap.

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

The Agreement between the City of Union Gap, Washington, and Yakima County Development Association for the pass-through and use of Washington State Department of Commerce Coronavirus Relief Funds is approved, and the City Manager is authorized to execute said agreement on behalf of the City of Union Gap.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Union Gap City Council at its meeting on September 28, 2020.

ATTEST:	John Hodkinson, City Mayor		
Karen Clifton, City Clerk	Bronson Brown, City Attorney		

AGREEMENT FOR THE PASS THROUGH AND USE OF WASHINGTON STATE DEPARTMENT OF COMMERCE CORONAVIRUS RELIEF FUNDS BETWEEN THE CITY OF UNION GAP AND THE YAKIMA COUNTY DEVELOPMENT ASSOCIATION

THIS AGREEMENT is entered into this 28th day of September, 2020, by and between the City of Union Gap (hereinafter referred to as the "City") and the Yakima County Development Association (hereinafter referred to as "YCDA").

WHEREAS, Governor Inslee has directed the Washington State Department of Commerce to release a portion of the federal Coronavirus Relief Funds to local governments, which includes an award of \$282,375 for the City of Union Gap, and

WHEREAS, on June 08, and September 28, 2020, the City entered into a contract with the Department of Commerce to receive said reimbursement funds; and

WHEREAS, the City desires to pass Coronavirus Relief Funds to YCDA to distribute as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and

WHEREAS, YCDA has processes in place to distribute Coronavirus Relief Funds as grants in a manner consistent with the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. SCOPE OF SERVICE

<u>Activities</u>: YCDA will be responsible for distributing all grants to small businesses Coronavirus Relief Funds allocated to the City in a manner satisfactory to the City and consistent with any standards required by state or federal law, including the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines.

<u>Program Delivery</u>: YCDA will use Coronavirus Relief Funds funding to provide grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.

- Small businesses must be located within the corporate limits of the City of Union Gap.
- Small businesses' reimbursable expenses must be associated with the provision
 of economic support in connection with the COVID-19 public health
 emergency as provided under the Washington State Department of Commerce
 Coronavirus Relief Funds for Local Government Program Guidelines, Section
 51., Eligible Costs Expenses associated with the provision of economic
 support.

General Administration: YCDA will maintain program and financial records documenting eligibility, provisions of services, grants allocated, and decision-making.

2. NON-DISCRIMINATION IN CLIENT SERVICES

- A. YCDA agrees to make all services available through this Agreement, and shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, or age:
 - i. Deny a qualified individual any facilities, financial aid, services, or other benefits provided under this Agreement.
 - ii. Provide any service(s) or other benefits to a qualified individual which are different, or are provided in a different manner, from those provided to others under this Agreement separate treatment in any manner related to the receipt of any service(s) or other benefits provided under this Agreement.
 - iii. Deny any qualified individual an opportunity to participate in any program provided by this Agreement through the provision of service(s) or otherwise or will afford the individual an opportunity to do so which is different from that afforded others under this Agreement.
- B. YCDA shall abide by all provisions of Section 504 of the HEW Rehabilitation Act of 1973 prohibiting discrimination against handicapped individuals either through purpose or intent.
- C. If assignment and/or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each Contractor or Subcontractor. YCDA shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

3. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities listed below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

City: YCDA:

Arlene Fisher, City Manager City of Union Gap 102 W. Ahtanum Rd/ POB 3008 Union Gap, WA 98903 (509) 249-9201 Jonathan Smith Yakima County Development Association 10 North 9th Street Yakima, WA 98901 (509) 575-1140

4. SPECIAL CONDITIONS

- A. Applicants must provide proof of a valid City of Union Gap business license.
- B. Applicants must be small for-profit businesses with _____ or fewer employees, including owner(s) and have been in business for at least one year prior to the date of application in the city limits of the City of Union Gap.
- C. Must have current City of Union Gap Business license

- D. Must have a physical location in the City of Union Gap on or before March 1, 2020
- E. The business is not owned, partially owned, by employees or public officials associated with the City of Union Gap.
- F. Business has reopened prior to the date of application.
- G. YCDA shall have each business sign an agreement certifying that the business will only use the dollars for eligible expenses as described in the agreement, and that the business will keep records and receipts of how it spent the funds for seven (7) years.
- H. YCDA shall provide updates to the City Council upon request and provide an update at the first City Council business meeting in October and the first City Council business meeting in November.

5. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with CARES Act funds.

A. General Compliance

Funds under this Agreement is made available and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. YCDA agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and any issues analysis, issued by YCDA describing programs or projects funded in whole or in part with federal funds under this Agreement shall contain the following statement: "This project was supported by a grant awarded by US Department of the Treasury. Points of view within this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant Funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. YCDA shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Federal and/or State Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as YCDA is an independent contractor.

C. Hold Harmless and Indemnification

YCDA agrees that it is financially responsible for any audit exception or other financial loss to the City which occurs due to its negligence or its failure to comply with the terms of this Agreement.

i. YCDA further agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from and against any and all claims, demands and/or causes of action of any kind or character whatsoever arising out of or in connection with the performance of this Agreement by YCDA, its employees, subcontractors, agents, or volunteers for any and all claims by any persons for alleged personal injury, death, or damage to their persons or property to the extent caused by the negligent acts, errors or omissions of YCDA, its employees, agents, subcontractors, volunteers or representatives. In the event that any suit or claim for damages based upon such claim, action, loss, or damages is brought against the City, YCDA shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and/or its officers, agents, and/or employees or any of them or jointly against the City and YCDA and its respective officers, agents, subcontractors, employees, volunteers or any of them, YCDA agrees to fully satisfy the same and YCDA shall reimburse the City for any cost and expense which the City has incurred as a result of such claim or suit, including, but not limited to attorneys' fees, costs and appeal costs and fees. The provisions of this section shall survive the expiration or termination of this Agreement.

D. Insurance

- i. YCDA shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by YCDA, its agents, representatives, or employees.
- ii. YCDA's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of YCDA to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- iii. YCDA shall obtain insurance of the types and coverage described below:
 - a. Commercial General Liability. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under YCDA's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - b. <u>Commercial Automobile Liability Insurance.</u> If YCDA owns any vehicles, before this Agreement is fully executed by the parties, YCDA shall provide the City with proof of commercial automobile liability insurance. Automobile liability shall apply to any auto and be shown on the certificate. In the event YCDA does not own any vehicles, or uses non-owned vehicles in its operations, YCDA shall provide proof of coverage for non-owned and hired automobile liability.
 - c. <u>Workers' Compensation.</u> Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d. <u>Professional Liability</u>. Professional Liability insurance appropriate to YCDA's profession. Professional liability shall include coverage for its employees and officers and all contracts, volunteers and individuals performing professional services for YCDA. This requirement may be met instead by a combination of YCDA's professional liability insurance and professional liability insurance of all others performing services for YCDA in the minimum amounts shown below.

e. <u>Directors' and Officers' Insurance.</u> Directors' and Officers' insurance appropriate to YCDA's actions. If the Professional Liability policy covers the actions of YCDA's directors and officers that would be covered under a Directors' and Officers' policy, this requirement may be met by that liability insurance.

iv. YCDA shall maintain the following insurance limits:

- a. <u>Commercial General Liability.</u> YCDA shall maintain Commercial General Liability insurance with limits of no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate.
- b. Commercial Automobile Liability. YCDA shall maintain either Commercial Automobile Liability insurance and/or Non-Owned and Hired Automobile Insurance with limits of no less than \$1,000,000.00 per occurrence combined single limit body injury and property damage.
- c. <u>Professional Liability</u>. YCDA shall maintain Professional Liability insurance with limits of no less than \$500,000.00.
- d. <u>Fidelity Insurance</u>. YCDA shall maintain an ERISA Fidelity policy or bond in the amount of \$500,000.00.

v. If any of the required insurance provides coverage on a claims-made basis:

- a. The retroactive date must be on or before the date of the Agreement or the beginning of services provided to the City. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after expiration or termination of the Agreement.
- b. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, YCDA must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services provided by this Agreement.
- c. YCDA's Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of YCDA's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- d. YCDA shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of YCDA before commencement of the work.
- e. YCDA shall provide the City with written notice of any policy cancellation within five (5) business days of their receipt of such notice.
- f. Failure on the part of YCDA to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to YCDA to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any

sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due YCDA from the City.

- g. If YCDA maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess liability maintained by YCDA, irrespective of whether such limits maintained by YCDA are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by YCDA.
- h. YCDA shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. YCDA agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

E. YCDA Recognition

YCDA shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, YCDA will include a reference to the support provided herein by the City in all publications, announcements, or marketing associated with the funds made available under this Agreement.

F. Amendments

The City or YCDA may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or YCDA from its obligations under this Agreement.

G. Assignment and/or Subcontracting

YCDA shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the City. The City has the sole authority to decide whether assignment and/or subcontracting will be allowed. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

H. Suspension or Termination

- i. Termination for Cause. The City may suspend or terminate this Agreement if YCDA materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and applicable guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of YCDA to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or

- d. Submission by YCDA to the City reports that are incorrect or incomplete in any material respect.
- ii. Termination for Convenience. This Agreement may be terminated at any time, in whole or in part, upon the written agreement of YCDA and the City.
- iii. Termination for Withdrawal, Reduction or Limitation of Funding. In the event that funding from the Department of Commerce is withdrawn, reduced or limited in any way after the effective date of this Agreement, and prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that the City deems that the continuation of the program covered by this Agreement is no longer in the best interest of the public, the City may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice by YCDA.

The City agrees to promptly notify YCDA of any proposed reduction in funding. YCDA agrees that upon receipt of such notice it shall take appropriate and reasonable action to reduce its spending in the affected funding area so that expenditures do not exceed the funding level which would result if said proposed reduction became effective.

iv. Inspection and Disclosure of Records

YCDA understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or YCDA's responsibilities with respect to services provided under this Agreement, or otherwise required by law, is prohibited unless written consent is obtained from such person receiving service.

The City and YCDA acknowledge that this Agreement and any other information provided by it to the City and/or relevant to the program(s) described in the Exhibit(s) and Attachment(s) are subject to the Washington State Public Records Act, Chapter 42.56 RCW. Records relating to this Agreement shall at all times be subject to inspection by the City.

This section shall survive any expiration or termination of this Agreement.

6. PERSONNEL AND PARTICIPANT CONDITIONS

A. Nondiscrimination.

i. General:

YCDA shall comply with all Federal, State and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, the presence of any sensory, mental or physical handicap or any other group protected under local, state or federal law existing or hereafter created. These requirements are specified in RCW chapter 49.60; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; Section 504 of the Rehabilitation Act of 1973; and, the Age Discrimination Act of 1975.

ii. Specific Discriminatory Actions Prohibited:

YCDA may not, under any program or activity to which this Agreement may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any person facilities, services, financial aid, or other benefits provided under the program or activity;
- b. Provide any persons with facilities, services, financial aid, or other benefits which are different, or are provided in a different form, from that provided to others under the same program or activity;
- c. Subject any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of, any advantage or privilege enjoyed by others in connection with facilities, services, financial aid, or other benefits under the program or activity;
- e. Treat any person differently from others in determining whether the person satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity; or
- f. Deny any person any opportunity to participate in a program or activity as an employee.

YCDA shall not use criteria or methods of administration that have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

B. Lobbying.

YCDA certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- iii. YCDA shall require that the language of this certification, or equivalent language, be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

C. Conflict of Interest

The City may, by written notice to YCDA:

- i. Terminate this Agreement if it is found, after due notice and an opportunity to respond, by the City that gratuities in the form of entertainment, gifts, or otherwise offered or given by the YCDA, or agent or representative of YCDA, to any officer, elected official or employee of the City, with a view towards securing this Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to this Agreement.
- ii. In the event this Agreement is terminated as provided in (i) above, the City shall be entitled to pursue the same remedies against YCDA as it could pursue in the event of a breach of the Agreement by YCDA. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- iii. YCDA warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. YCDA further warrants and covenants that in the performance of this Agreement, no person having such interest shall be employed.

D. Other Federal Requirements

The absence of mention in this Agreement of any other Federal requirements which apply to the award and expenditure of the Federal funds made available by this Agreement is not intended to indicate that those Federal requirements are not applicable to YCDA activities. YCDA shall comply with all other Federal requirements relating to the expenditure of Federal funds, including but not limited to: The Architectural Barriers Act of 1968 (42 U.S.C. 4151), and the Hatch Act (5 U.S.C. Chapter 15). Additionally, YCDA shall comply with the Federal requirements described by 24 CFR Part 570, Sections 600 through 603; Section 605; and Sections 607 through 612.

7. GOVERNING LAW AND VENUE

A. The venue for any action to enforce or interpret this Agreement shall be in the Superior Court of Washington for Yakima County.

B. This Agreement has been and shall be construed under the laws of the State of Washington.

8. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any federal or state statutory provision, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

9. WAIVER

The City's failure to act with respect to a breach by YCDA does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

10. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and YCDA for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and YCDA with respect to this Agreement.

11. SURVIVAL

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

DATED this 28th day of September, 2020.

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

CITY OF UNION GAP	DEVELOPMENT ASSOCIATION			
Arlene Fisher, City Manager	Jonathan Smith, Director			
ATTEST:				
Karen Clifton, City Clerk				
APPROVED AS TO FORM:				
Bronson Brown, City Attorney				



City Council Communication

Meeting Date:

September 28, 2020

From:

Dennis Henne, Public Works Director

Topic/Issue:

Resolution - HLA Task Order 2020-04 - South Broadway Area Domestic Water

System & Sanitary Sewer Collection System Conceptual Design

SYNOPSIS: HLA Engineering and Land Surveying, Inc. Task Order No. 2020-04 addresses services to prepare for funding opportunities, for completion of water and sewer utilities conceptual design, within the South Broadway Area.

The area of this study, "South Broadway Area" will include the area bound by:

- W. Washington Avenue (north limits)
- > 16th Avenue (west limits)
- > W. Valley Mall Boulevard (south limits)
- S. Voelker Avenue (east limits)

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign Task Order 2020-04 with HLA Engineering and Land Surveying, Inc. as it relates to the South Broadway Area Domestic Water System & Sanitary Sewer Collection System Conceptual Design.

LEGAL REVIEW: City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

2. HLA Task Order No. 2020-04

CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION authorizing the City Manager to sign Task Order No. 2020-04 with HLA Engineering and Land Surveying, Inc. as it relates to services to prepare for funding opportunities, for completion of water and sewer utilities conceptual design, within the South Broadway Area.

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

WHEREAS, HLA Engineering and Land Surveying, Inc. Task Order No. 2020-04 addresses services to prepare for funding opportunities for completion of water and sewer utilities conceptual design, within the South Broadway Area; and

WHEREAS, the area of this study, will include the area bound by W. Washington Avenue (north limits) / 16th Avenue (west limits) / W. Valley Mall Boulevard (south limits) / S. Voelker Avenue (east limits) - known as the "South Broadway Area"; and

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

The City Manager is authorized to sign Task Order No. 2020-04 with HLA Engineering and Land Surveying, Inc. for engineering services as it relates to the South Broadway Area Domestic Water System & Sanitary Sewer Collection System Conceptual Design.

PASSED this 28th day of September, 2020.

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

TASK ORDER NO. 2020-04

REGARDING GENERAL AGREEMENT BETWEEN CITY OF UNION GAP

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

South Broadway Area - Domestic Water System and Sanitary Sewer Collection System Conceptual Design

HLA Project No. 20159E

The City of Union Gap (CITY) seeks to prepare for funding opportunities by establishing budgetary level exhibits and cost estimates for completion of water and sewer utilities within the South Broadway Area. For the purposes of this study, "South Broadway Area" will include the area bound by W. Washington Avenue (north limits), 16th Avenue (west limits), W. Valley Mall Boulevard (south limits), and S. Voelker Avenue (east limits).

A separate but related project is currently proceeding with design of approximately 4,200 linear feet of gravity sewer main from the vicinity of South 8th Avenue, through a portion of the South Broadway Area, to the vicinity of 16th Avenue and Washington Avenue. For the purposes of this conceptual design, it is assumed all new sanitary sewer and domestic water utilities will stay within existing right of way or easement, unless otherwise noted. The costs and exhibits created as part of this conceptual design extend utilities to existing right of way and do not include connections or extensions onto private property.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional services for the following:

1.0 Sanitary Sewer Collection System - Conceptual Design

- 1.1 Review records and exhibits created to date.
- 1.2 Develop recommended alignments for completion of sanitary sewer collection system within the South Broadway Area.
- 1.3 Obtain survey spot elevations at key locations to confirm the sewer system's ability to gravity flow.
- 1.4 Identify the service area associated with each sewer main.
- 1.5 Identify environmental processes that may be required by each alignment.
- 1.6 Prepare opinion of construction costs for sanitary sewer collection system construction based on conceptual layout.
- 1.7 Prepare exhibits showing proposed improvements. One (1) 11x17 exhibit is anticipated for the sanitary sewer collection system.
- 1.8 Prepare executive summary detailing findings for use by the CITY.
- 1.9 Present the information to CITY for review.

2.0 Domestic Water System - Conceptual Design

- 2.1 Review current system and identify areas of improvement.
- 2.2 Identify anticipated connections to the existing system.
- 2.3 Identify environmental processes that may be required by each alignment.
- 2.4 Prepare opinion of construction costs for domestic water system construction based on conceptual layout.
- 2.5 Prepare exhibits showing proposed improvements. One (1) 11x17 exhibit is anticipated for the domestic water system.
- 2.6 Prepare executive summary detailing findings for use by the CITY.
- 2.7 Present the information to CITY for review.

3.0 Additional Services

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

4.0 Items to be Furnished and Responsibility of the CITY

- 4.1 Provide full information as to CITY requirements of the work items.
- 4.2 Assist HLA by placing at their disposal all available information pertinent to the site of the work items, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction.
- 4.3 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and provide written decisions within a reasonable time as not to delay the work of HLA.
- 4.4 Obtain approval of all governmental authorities having jurisdiction over the work items, approvals, and consents from other individuals or bodies as may be necessary for completion. Pay all review fees and costs associated with obtaining approvals.

TIME OF PERFORMANCE:

The services described under the various phases of this Agreement shall be completed as follows:

1.0 Sanitary Sewer Collection System - Conceptual Design

All work necessary to complete this phase will be completed within 60 calendar days following authorization to proceed.

2.0 Domestic Water System - Conceptual Design

All work necessary to complete this phase will be completed within 60 calendar days following authorization to proceed.

3.0 Additional Services

Any additional work requested by the CITY shall be performed on a time spent basis in accordance with hourly rates identified in the General Services Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out of town travel costs, and outside consultants.

FEE FOR SERVICE:

For the services furnished by HLA, as described under this Agreement, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Sanitary Sewer Collection System - Conceptual Design

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement for a maximum fee of \$11,500.00. This maximum fee may be revised only by written agreement of both parties.

2.0 Domestic Water System - Conceptual Design

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement for a maximum fee of \$8,000.00. This maximum fee may be revised only by written agreement of both parties.

3.0 Additional Services

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

Proposed:	wind force	9/22/2020
	HLA Engineering and Land Surveying, Inc.	Date
	Michael T. Battle, PE, President	
Approved:		
. ipprovou	City of Union Gap	Date
	Arlene Fisher, City Manager	



City Council Communication

Meeting Date:

September 28, 2020

From:

Julie Schilling, Council Member

Topic/Issue:

Discussion About Letter from Union Gap Businesses Owner

SYNOPSIS: Council Member Schilling would like to discuss a letter she received from a Union Gap

business owner regarding the local homelessness issue.

RECOMMENDATION: Discussion only.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A

Hi Julie,

I was wondering if the city council is aware of the rising number of homeless people? I have seen more and more lately around the restaurant and its a concern, especially with our outdoor dining setup. Homeless people have been coming and bothering our customers. I have also found garbage bags in my outdoor break area from other restaurants in the area they have brought and went through and left a nasty mess. Im hoping there is a solution to help all the businesses in the area. I would hate for our great strip of south first street to go down hill like north first street. Let me know your thoughts!

Thank you

PECENTED

SEP 23 2020

Accounts Payable

To City Council Arlene Alreg

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING UNION GAP COUNCIL CHAMBERS

Union Gap, Washington September 14, 2020, Regular Meeting MINUTES

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

Council to order at 6:00 p.m.

Council Members Present Council Members Murr, Hansen, Schilling, and Dailey were present

telephonically. Council Member Wentz arrived at 6:10 p.m.

Staff Present City Manager Fisher, Civil Engineer Dominguez, Police Chief Cobb,

Public Works and Community Development Director Henne, Fire Chief Markham and Finance and Administration Director Clifton were

present. City Attorney Brown was present telephonically.

Audience Present

See attached list.

Consent Agenda Council Member Hansen inquired about three of the claims vouchers,

asking for explanations for the expenditures. City Manager Fisher

answered his questions.

Motion by Council Member Murr, second by Council Member Galloway

to approve the consent agenda as follows:

Regular Council Meeting Minutes dated August 24, 2020 as attached to

the Agenda and maintained in electronic format.

Payroll Vouchers – EFT's, and Voucher Nos. 101644 and 101704 through 101712 for the month of August, 2020, in the amount of

\$409,437.05.

Claims Vouchers - EFT's, and Voucher Nos. 101703 and 101713

through 101778 for September 14, 2020, in the amount of \$858,369.36.

Motion carried unanimously.

Items from the Audience Council Member Schilling asked whether the Ahtanum Youth Park was

open, and if not, when it will reopen. City Manager Fisher stated that the park is still closed and there is more work to be done. She does not want the Public Works staff working in the current smoky conditions, but when the smoke clears they will begin working again. Fisher does not know exactly when the park will reopen, but hopes that it will be soon.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES -September 14, 2020

General Items

Change to the Order of Agenda Items

Council Member Schilling suggested that the order of agenda items be changed moving the *Current Expense Revenue Update* to be first so that Council will be aware of the current revenue condition before discussing the *South Broadway Area Sewer Extension – Alignment Study*.

Motion by Council Member Hansen, second by Council Member Wentz to change the order of the agenda items, presenting the *Current Expense Revenue Update* first, followed by the *South Broadway Area Sewer Extension – Alignment Study*

Motion carried unanimously.

Finance & Administration

Current Expense Revenue Update

Finance and Administration Director Clifton presented the *Current Expense Revenue Update*.

Public Works & Community Development

South Broadway Area Sewer Extension – Alignment Study

Public Works and Community Development Director Henne discussed the alignment study that was performed by HLA Engineering for the South Broadway Area Sewer Extension. Henne concurred with HLA's recommendation and asked Council for authorization to pursue easement acquisitions and design along proposed *Alignment 1* of the HLA Alignment Study.

Motion by Council Member Wentz, second by Council Member Galloway to authorize staff to pursue easement acquisitions and design along proposed *Alignment 1* of the HLA Alignment Study. Motion carried unanimously.

Public Safety

2nd Quarter Fire Report

Fire Chief Markham presented the 2nd Quarter Fire Report.

Items from the Audience

None.

City Manager Report

City Manager Fisher stated that at their last meeting, the Library and Community Center Committee and the 501(c)(3) came up with a list of question related to the design of the Library and Community Center. Fisher said she would respond to these questions in a memo by Thursday of this week; the City has received more CARES Act Funding, which brings the total to \$282,375. Fisher would like Council's authorization to pursue a partnership with Yakima County Development Association (YCDA) to use a portion of this money to provide small grants or loans

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES -September 14, 2020

to small businesses who have been affected by COVID-19. The City of Toppenish has already partnered with YCDA and Fisher would like to similar plan. Businesses would be required to meet the criteria of 5 employees or less, including the owner; for-profit; located within the City; open for at least one year; and were closed or opened at reduced capacity during the COVID pandemic.

Council Member Schilling suggested using the criteria of 10 or less employees, including the owner, to widen the range of eligible businesses.

Council Member Wentz asked what the allowable expenses are for this money, and Fisher stated things like rent or mortgage payments, utility charges, and insurance expenditures, which happened after March 27, 2020.

Council Member Schilling asked if a press release can be sent out to inform all of the local businesses. Fisher said yes, but only after all of the details are figured out. Fisher said she would work with YCDA to come up with a contract, and bring this, along with a resolution, to the September 28, 2020 Council Meeting.

Communications/Questions/ Comments

Council Member Hansen asked if the damaged traffic signal control box at the intersection of Ahtanum and Longfibre Roads could be relocated so that it does not continue to be damaged by cars. Public Works and Community Development Director Henne stated that the decision was made to fix the damaged box rather than relocated it due to the COVID pandemic and current budget constraints.

Development of Next Agenda	None.
Adjournment of Meeting	Mayor Hodkinson adjourned the regular meeting at 6:44 p.m.
ATTEST:	Arlene Fisher-Maurer, City Manager
Karen Clifton, City Clerk	

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

6:00 P.M. – September 14, 2020

NAME (Please Print)

(Date)

ADDRESS

	mike Brown-YPAC
	andy leiley
	TUCK Galloway
	James much
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City Council Communication

Meeting Date:

September 28, 2020

From:

Karen Clifton, Director of Finance and Administration

Topic/Issue:

Claim Vouchers - September 28, 2020

SYNOPSIS: Claim Vouchers Dated September 28, 2020

RECOMMENDATION: Request Council to approve EFTs and Voucher No. 101779 through 101824.

In the amount of \$ 694,134.03.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Register

2. Detailed Claim Voucher Register

CITY OF UNION GAP

Time: 13:42:52 Date: 09/23/2020 MCAG #: 0853 01/01/2020 To: 09/30/2020 Page: 1

Trans Date War# Type Acct# Claimant Amount Memo 4918 09/15/2020 Claims 2 US BANK - CHECKING EFT 354.52 ANALYSIS FEE - 08/2020 4994 09/28/2020 2 Claims EFT US BANK CARDMEMBER 95.57 DELP FUEL SVC 4995 09/28/2020 CENTURY LINK - LD Claims 2 264.34 LONG DISTANCE-09/2020 4996 09/28/2020 Claims 2 EFT CENTURY LINK 404.06 CONFERENCE PHONE; CIVIC CENTER PHONE-09/2020& CIVIC CENTER FAX-09/2020; SENIOR CENTER-09/2020; FIRE DEPT. - 09/2020 4997 09/28/2020 2 Claims EFT OFFICE DEPOT-CITY HALL 290,20 INK CTG'S & FILE FOLDERS; TAPE DISPENSER, TAPE, STAPLES, POST IT FLAGS, ROLLERBALL PEN REFILL ROTARY TRIMMER BLADE & CUTTING MAT 4998 09/28/2020 Claims 2 EFT SPECTRUM BUSINESS 104.28 CIVIC CENTER TV SVC-09/2020 4999 09/28/2020 Claims 2 VERIZON WIRELESS - CH 475.39 CH - 09/2020 EFT #742100945-0001 172.96 CIVIC CENTER SERVICE 5000 09/28/2020 Claims 2 101779 **ACTION ROOTER &** CALL PLUMBING SERVICE 5001 09/28/2020 2 Claims 101780 **AMERICAN HOME** 52,682.58 AYP-RE-ROOF & MISC. & CONSTRUCTION LLC SHELTER ROOF 5002 09/28/2020 Claims 2 101781 AMERICAN ROCK -204,892.33 MAIN STREET RECON PH 1: COLUMBIA ASPHALT PROGRESS ESTIMATE NO. 3; CONSTRUCTION PROJECT 09/28/2020 2,050.00 MAIN STREET RECON PH 1; 5003 Claims 2 101782 BAER TESTING, INC TESTING 5004 09/28/2020 Claims 2 101783 BASIN DISPOSAL OF 91.263.29 GA/RCY-09/2020 YAKIMA LLC 5005 09/28/2020 2 101784 BISHOP RED ROCK INC 1,742.70 RED CINDER; SNOW & ICE Claims **SUPPLIES** 12,694.73 LIBRARY & COMMUNITY 5006 09/28/2020 Claims 2 101785 BORARCHITECTURE, PLLC CENTER PROJ-08/2020 5007 09/28/2020 Claims 2 101786 BURROWS TRACTOR 45.56 10" SW FLOOR; MOWER **COMPANY** PART 5008 09/28/2020 Claims 2 101787 CASCADE FIRE EOUIPMENT 203.52 4" STORZ CAP 5009 09/28/2020 Claims 2 101788 CASCADE VALLEY LUBE 43.28 #1026 BASIC SERVICE 5010 09/28/2020 Claims 2 93.04 #1021 BASIC SERVICE & 101789 CASCADE VALLEY LUBE #1025 FULL SERVICE 5011 09/28/2020 2 531.67 5/8" TOP COURSE 34.15 TON Claims 101790 CENTRAL PRE-MIX 090820; 5/8" TOP COURSE CONCRETE CO. 16.34 TON 090920 5012 09/28/2020 Claims 2 2,054.99 AG MUSEUM 101791 CENTRAL WA AG MUSEUM UTILITIES-8/2020 & 9/2020 2 5013 09/28/2020 Claims 101792 CINTAS CORP #605 CIVIC CENTER & PD MAT SVC-09/11/2020 5014 09/28/2020 Claims 2 101793 CITY OF YAKIMA WHOLESALE SEWER; 3 61,893.05 PARTY AGREEMENT: **AUGUST 2020** 5015 09/28/2020 Claims 2 101794 CLASSIC PRINTING INC 1,247.51 UB STATEMENTS-08/2020: #10 WINDOW W/PERMIT; #10 WINDOW TINT ENVELOPES 5016 09/28/2020 Claims 2,568.66 FUEL THRU 08.31.20 2 101795 COLEMAN OIL COMPANY 5017 09/28/2020 Claims 2 101796 CORE & MAIN LP 1.382.41 2X100' CTS MUNICIPEX PIPE 200 PSI; 2X1 BRASS **BUSHING NO LEAD** 5018 09/28/2020 Claims 2 101797 DEPARTMENT OF HEALTH 111,326.12 DM13-952-138/1715; DM11-952-037 / 1714 5019 09/28/2020 Claims 101798 DEXYP 307.05 PARK AD-09/2020

CITY OF UNION GAP

Time: 13:42:52 Date: 09/23/2020 MCAG #: 0853 01/01/2020 To: 09/30/2020 Page: 2

1,101	10 111 0000			U	1/01/2020 10. 0//30/2020		rage. 2
Trans	Date	Type	Acct #	War#	Claimant	Amount	Memo
5020	09/28/2020	Claims	2	101799	E.H. WACHS	1,005.18	MULTI DIRECTIONAL CONTROL VALVE; TAPERED HANDLE FOR VALVE TURNING MACHINE
5021	09/28/2020	Claims	2	101800	EUROFINS MICROBIOLOGY LABORATORES, INC	929.05	WW SAMPLING
5022	09/28/2020	Claims	2	101801	FRANK'S TIRE FACTORY	107.93	LAWN MOWER TIRES
5023	09/28/2020	Claims	2	101802	GENE WEINMANN CONSULTING	205.34	CDBG COORDINATOR & POSTAGE/SUPPY
5024	09/28/2020	Claims	2	101803	HLA ENGINEERING & LAND SURVEYING INC	90,565.74	SOUTH BROADWAY AREA SEWER EXTENSION(GSP PHASE3); PROFESSIONAL SERVICES THRU AUGUST 31, 2020; PROFESSIONAL SERVICES THRU 08.31.20
5025	09/28/2020	Claims	2	101804	KITTITAS & YAKIMA VALLEY UC	125.00	WORK RELATED EXAM-PUBLIC WORKS EMPLOYEE
5026	09/28/2020	Claims	2	101805	KNOBELS ELECTRIC INC	948.32	REPAIR CHEWED WIRES / MARKET STREET LIGHTS
5027	09/28/2020	Claims	2	101806	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY-09/2020
5028	09/28/2020	Claims	2	101807	MORTONS SUPPLY	162.30	6 5/8" X 10 GREEN COUPLING; 6" SCH 80 PVC 90 ELL
5029	09/28/2020	Claims	2	101808	PACIFIC POWER	1,184,12	LIFT STATION-09/2020
5030	09/28/2020	Claims	2	101809	PEOPLE FOR PEOPLE		SENIOR NUTRITION SITE MANAGER-08/2020
5031	09/28/2020	Claims	2	101810	PRO CUT CONCRETE CUTTING	566.48	CONCRETE CUT FOR WATER LINE AT ST JOE'S BINGO AREA
5032	09/28/2020	Claims	2	101811	REPUBLIC PUBLISHING CO	678.37	NOTICE OF PUBLIC HEARING, TRI-PLEX LAKEATA AVE, DIGITIAL DESIGN AND DEVELOPMENT; COUNCIL MEETING NTC 9/14/2020
5033	09/28/2020	Claims	2	101812	SELLAND CONST	1,059.96	Refund Utility Deposit
5034	09/28/2020	Claims	2		DON C. SMITH	16.69	LEOFF 1 RETIREE RX
5035	09/28/2020	Claims	2	101814	SMITTYS OUTDOOR POWER EQUIPMENT INC	43.31	14" BAR ST 3/8
5036	09/28/2020	Claims	2		STAR RENTALS	211.18	14 INCH DUCT BLADE; PAINT FLO BLUE
	09/28/2020	Claims	2		STATE AUDITOR'S OFFICE	,	2018-2019 AUDIT
	09/28/2020	Claims	2		THE PRINT GUYS INC.	,	2020 FALL NEWSLETTER
	09/28/2020	Claims	2		TRUE LAW GROUP, PS		PUBLIC DFENDER
	09/28/2020	Claims	2		U.S. LINEN & UNIFORM		UNIFORM SERVICE; 08.03.20 THRU 08.24.20
5041	09/28/2020	Claims	2	101820	UNITED STATES POSTMASTER	766.36	UB POSTAGE-09/2020
5042	09/28/2020	Claims	2	101821	WATER TECH	,	25 BACKFLOW ASSEMBLY / 5 CONFINED SPACE ENTRY
5043	09/28/2020	Claims	2	101822	YAKIMA CO DISTRICT COURT	19,711.75	MUNICIPAL COURT OPERATION-08/2020
5044	09/28/2020	Claims	2	101823	YAKIMA VALLEY CONFERENCE		LAND USE PLANNING-08/2020
5045	09/28/2020	Claims	2		YAKIMA WASTE SYSTEMS INC		WASTE SVC - 08/01-08/31/2020

CITY OF UNION GAP MCAG #: 0853

01/01/2020 To: 09/30/2020

Time: 13:42:52 Date: 09/23/2020 Page:

Trans Date	Type Acct # War # Claimant	Amount Memo	
	001 Current Expense Fund	98,182.41	
	101 Street Fund	5,500.31	
	107 Convention Center Reserve Fund	2,054.99	
	111 Library & Community Center Fund	12,694.73	
	121 Street Development Reserve Fund	4,606.03	
	124 Infrastructure Reserve Fund	272,108.36	
	128 Transit System Fund	62.13	
	170 Housing Rehabilitation Fund	205.34	
	401 Water Fund	119,367.14	
	402 Garbage Fund	93,498.21	
	403 Sewer Fund	65,639.99	
	404 Water Improvement Reserve	875.00	
	405 Sewer Improvement Reserve	18,279.43	
	414 Water Deposits	1,059.96	
	•	Claims:	694,134.03
		694,134.03	,

CITY OF UNION GAP MCAG #: 0853

Time: 13:43:09 Date: 09/23/2020

IVICA	AG #: 0853			0	1/01/2020 To:	09/30/2020		Page:
Trans	Date	Туре	Acct #	War #	Claimant		Amount	Memo
4918	09/15/2020	Claims	2	EFT	US BANK - CH	IECKING	354.52	ANALYSIS FEE - 08/2020
		001 - 514	23 49 00	- MISCELI	ANEOUS	354.52		
4994	09/28/2020	Claims	2	EFT	US BANK CAR	RDMEMBER	95.57	DELP FUEL
		001 - 521	21 32 01	- LEAD TA	SK FORCE - FU	EL 95.57		
1995	09/28/2020	Claims	2	EFT	CENTURY LI	NK - LD	264.34	LONG DISTANCE-09/2020
		001 - 511	60 42 01	- COMMUI	NICATION	21.15		
				- COMMUI		82.13		
					VICATIONS	21.15		
					NICATIONS	21.15		
				- COMMUI - COMMUI		21.15		
				- COMMUI		19.19 18.93		
				- COMMUI		21.15		
				- COMMUI		18.93		
				- COMMUI		19.41		
4996	09/28/2020	Claims	2		CENTURY LIN	NK	404.06	CONFERENCE PHONE; CIVIC CENTER PHONE-09/2020& CIVIC CENTER FAX-09/2020; SENIOR CENTER-09/2020; FIRI DEPT 09/2020
	i.	001 - 518	20 42 00	- СОММИ	NICATION	1.04		
				- COMMUI		281.35		
				- COMMUI		61.61		
				- COMMUI		60.06		
1997	09/28/2020	Claims	2		OFFICE DEPO	OT-CITY HALL		INK CTG'S & FILE FOLDERS; TAPE DISPENSER, TAPE, STAPLES, POST IT FLAGS, ROLLERBALL PEN REFILL, ROTARY TRIMMER BLADE & CUTTING MAT
				- SUPPLIES		46.65		
				- SUPPLIES		11.39		
				- SUPPLIES		46.65		
				SUPPLIES		11.39		
				- SUPPLIES - SUPPLIES		46.65		
				· SUPPLIES		11.39 46.65		
				SUPPLIES		11.39		
				SUPPLIES		46.63		
				SUPPLIES		11.41		
998	09/28/2020	Claims	2	EFT	SPECTRUM B	USINESS	104.28	CIVIC CENTER TV SVC-09/2020
		001 - 511	60 47 00 -	PUBLIC U	TILITY SERVIC	CES 10.43		
		001 - 514	23 47 00 -	PUBLIC U	TILITY SERVIC	CES 10.43		
					TILITY SERVIC			
					TILITY SERVIC			
				UTILITIES		10.43		•
				UTILITIES UTILITIES		10.43		
				UTILITIES	•	10.43 10.43		
					TILITY SERVIC			
				UTILITIES		10.41		
999	09/28/2020	Claims	2	EFT	, VERIZON WIR #742100945-000	RELESS - CH	475.39	CH - 09/2020
		001 - 511	60 42 01	COMMUN		371.84		
				COMMUN		51.77		
				COMMUN		25.89		
					ICATIONS	25.89		
:0 0 0	09/28/2020			COMMUN		25.89	172 06 (CIVIC CENTER SERVICE CALL

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Trans	Date	Type Ac	ct#	War #	Claimant		Amount	Memo	
		001 - 518 20 4	8 00 -	REPAIRS	& MAINTENANCE	172.96			
5001	09/28/2020	Claims	2	101780	AMERICAN HOMICONSTRUCTION		52,682.58	AYP-RE-ROOF & MISC. & SHELTER ROOF	
		001 - 576 80 4	8 00 -	REPAIRS	& MAINTENANCE	52,682.58			
5002	09/28/2020	Claims	2	101781	AMERICAN ROCK COLUMBIA ASPH		204,892.33	MAIN STREET RECON PH 1; PROGRESS ESTIMATE NO. 3; CONSTRUCTION PROJECT	
		124 - 595 30 64	4 28 -	MAIN ST	PH 1-CN	204,892.33			
5003	09/28/2020	Claims	2	101782	BAER TESTING, IN	NC	2,050.00	MAIN STREET RECON PH 1; TESTING	
		124 - 595 30 64	4 28 -			2,050.00			
5004	09/28/2020	Claims	2	101783	BASIN DISPOSAL (YAKIMA LLC	OF	91,263.29	GA/RCY-09/2020	
		402 - 537 60 49	9 00 -	CONTRA	CTED SERVICES	91,263.29			
5005	09/28/2020	Claims	2		BISHOP RED ROC		1,742.70	RED CINDER; SNOW & ICE SUPPLIES	
#no.c	00/00/0000	101 - 542 66 31				1,742.70			
5006	09/28/2020	Claims			BORARCHITECTU //COMM CENTER-)	12,694.73	12,694.73	LIBRARY & COMMUNITY CENTER PROJ-08/2020	
5007	09/28/2020	Claims	2		BURROWS TRACT COMPANY	·-	45.56	10" SW FLOOR; MOWER PART	
		001 - 576 80 48	3 00 -	REPAIRS	& MAINTENANCE	45.56			
5008	09/28/2020	Claims	2		CASCADE FIRE EQUIPMENT	13.30	203.52	4" STORZ CAP	
		401 - 534 50 31	00 -	SUPPLIES	-	203.52			
5009	09/28/2020	Claims			CASCADE VALLEY		43.28	#1026 BASIC SERVICE	
		401 - 534 50 48 403 - 535 50 48 101 - 542 30 48 101 - 542 66 48 101 - 542 67 48 101 - 542 70 48 128 - 547 60 48	3 00 - 3 00 - 3 00 - 3 00 - 3 00 - 3 00 -	REPAIRS REPAIRS REPAIRS REPAIRS REPAIRS REPAIRS REPAIRS	ATER REPAIRS & & MAINTENANCE	2.16 10.82 8.66 6.49 2.16 2.18 2.16 6.49			
5010	09/28/2020	Claims	2		CASCADE VALLEY		93.04	#1021 BASIC SERVICE & #1025 FULL SERVICE	
		403 - 535 50 48 402 - 537 50 48	00 - 00 -	REPAIRS REPAIRS	& MAINTENANCF & MAINTENANCF & MAINTENANCF & MAINTENANCF	23.26 23.26 23.26 23.26			
5011	09/28/2020	Claims	2		CENTRAL PRE-ME CONCRETE CO.	X	531.67	5/8" TOP COURSE 34.15 TON 090820; 5/8" TOP COURSE 16.34 TON 090920	
		401 - 534 50 31	00 -	SUPPLIES		531.67			
5012	09/28/2020	Claims	2		CENTRAL WA AG MUSEUM		2,054.99	AG MUSEUM UTILITIES-8/2020 & 9/2020	
					ICATION-AG MU: S-AG MUSEUM	166.34 1,888.65			
5013	09/28/2020	Claims	2		CINTAS CORP #605	•		CIVIC CENTER & PD MAT SVC-09/11/2020	
					NG RENTALS & LI ITIES OPERATION	28.12 36.59			

3

CITY OF UNION GAP

Time: 13:43:09 Date: 09/23/2020 MCAG #: 0853 01/01/2020 To: 09/30/2020 Page:

Trans	Date	Туре	Acct #	War#	Claimant		Amount	Memo
5014	09/28/2020	Claims	2		CITY OF YAKIMA		61,893.05	WHOLESALE SEWER; 3 PARTY AGREEMENT; AUGUST 2020
#04#	00/00/00/00				OVERNMENTAL PF	61,893.05		
5015	09/28/2020	Claims	2	101794	CLASSIC PRINTIN	G INC	1,247.51	UB STATEMENTS-08/2020; #10 WINDOW W/PERMIT; #10 WINDOW TINT ENVELOPES
		401 - 534 5				223.05		
		401 - 534 5				135.65		
		401 - 534 5			SIONAL SERVICES	57.13 223.05		
		403 - 535 5				135.65		
					SIONAL SERVICES	57.13		
		402 - 537 5				223.06		
		402 - 537 5 402 - 537 5			S SIONAL SERVICES	135.64 57.15		
5016	09/28/2020	Claims	2		COLEMAN OIL CO		2 568 66	FUEL THRU 08.31.20
5010	07/20/2020				VATER FUEL	66.06	2,300.00	1 CDD 1111C 00.51.20
		401 - 534 5			VIII CLL	792.27		
		403 - 535 5				594.66		
		402 - 537 5				45.50		
		101 - 542 3 101 - 542 6				230.43 186.11		
		101 - 542 6				173.43		
		101 - 542 7	0 32 00 -	FUEL		299.37		
		128 - 547 6			NSUMED	59.97		
* 04 *	00/00/0000	001 - 576 8				120.86		
5017	09/28/2020	Claims	2	101796	CORE & MAIN LP		1,382.41	2X100' CTS MUNICIPEX PIPE 200 PSI; 2X1 BRASS BUSHING NO LEAD
		401 - 534 5	0 31 00 -	SUPPLIE	S	1,382.41		
5018	09/28/2020	Claims	2		DEPARTMENT OF	HEALTH	111,326.12	DM13-952-138/1715; DM11-952-037 / 1714
					AN PRINCIPAL	61,077.20		
					AN PRINCIPAL	30,415.99		
					AN INTEREST AN INTEREST	15,574.69 4,258.24		
5019	09/28/2020	Claims	2		DEXYP	4,230.24	207.05	PARK AD-09/2020
3017	07/20/2020	001 - 576 86				307.05	307.03	1 AKK AD-07/2020
รกวก	09/28/2020	Claims	2		E.H. WACHS	307.03	1 005 10	MULTI DIRECTIONAL
J U 20	07/20/2020	Ciainis	2	101777	E.II. WACHS		,	CONTROL VALVE; TAPERED HANDLE FOR VALVE TURNING MACHINE
		401 - 534 50	0 31 00 - 3	SUPPLIES	S	1,005.18		
5021	09/28/2020	Claims	2	101800	EUROFINS MICROBIOLOGY LABORATORES, IN	IC.	929.05	WW SAMPLING
		403 - 535 50	0 41 00 - 1	PROFESS	IONAL SERVICES	929.05		
5022	09/28/2020	Claims	2		FRANK'S TIRE FAC		107.93	LAWN MOWER TIRES
			_		& MAINTENANCE	107.93	x01120	
5023	09/28/2020	Claims	2		GENE WEINMANN CONSULTING	-37.32		CDBG COORDINATOR & POSTAGE/SUPPY
		170 - 559 30	31.00 - 9	SUPPLIES	3	14.09		
					ONAL SERVICES	191.25		

CITY OF UNION GAP

Time: 13:43:09 Date: 09/23/2020

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Trans	Date	Type Acct # War # Claimant				Amount		_	
5024	09/28/2020	Claims	2	101803	HLA ENGINEERI LAND SURVEYIN		90,565.74	SOUTH BROADWAY AREA SEWER EXTENSION(GSP PHASE3); PROFESSIONAL SERVICES THRU AUGUST 2020; PROFESSIONAL SERVICES THRU 08.31.20	
		101 - 543 405 - 594 405 - 594 124 - 595	30 41 00 - 35 64 05 - 38 64 25 - 30 64 28 -	PROFESS SEWER S AHTANU MAIN ST	LANEOUS-WATER SIONAL SERVICES SYSTEM IMPR-3RD JM/MAIN ST STORI TPH 1-CN ETE STREETS-CONS	17,279.43 65,166.03			
5025	09/28/2020	Claims	2	101804	KITTITAS & YAF VALLEY UC	KIMA	125.00	WORK RELATED EXAM-PUBLIC WORKS EMPLOYEE	
		403 - 535 101 - 542	50 41 00 - 30 41 00 -	PROFESS PROFESS	SIONAL SERVICES SIONAL SERVICES SIONAL SERVICES SIONAL SERVICES	31.25 31.25 31.25 31.25			
5026	09/28/2020	Claims	2	101805	KNOBELS ELECT	TRIC INC	948.32	REPAIR CHEWED WIRES / MARKET STREET LIGHTS	
		101 - 542	30 41 00 -	PROFESS	SIONAL SERVICES	948.32			
5027	09/28/2020	Claims	2	101806	LAW OFFICES OF MARGITA DORN		14,500.00	PROSECUTING ATTORNEY-09/2020	
					SERVICES - PROS. A	14,500.00			
5028	09/28/2020	Claims	2	101807	MORTONS SUPPI	LY	162.30	6 5/8" X 10 GREEN COUPLIS 6" SCH 80 PVC 90 ELL	NG;
					& MAINTENANCE				
5029	09/28/2020	Claims	2		PACIFIC POWER		1,184.12	LIFT STATION-09/2020	
5030	09/28/2020	403 - 535 : Claims	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		S PEOPLE FOR PEO	1,184.12	1 628 00	SENIOR NUTRITION SITE	
							1,020.00	MANAGER-08/2020	
5031	09/28/2020	Claims	21 41 00 - 2		RVICES - PEOPLE I PRO CUT CONCR	1,628.00	E66 10	CONCRETE CUT FOR WAT	'FB
3031	07/20/2020				CUTTING	KE I E	500.40	LINE AT ST JOE'S BINGO	EK
5022	00/20/2020				SIONAL SERVICES	566.48	<==0 a==	NOTICE OF PURI IC III I P	
5032	09/28/2020	Claims	2	101811	REPUBLIC PUBL	ISHING CO	678.37	NOTICE OF PUBLIC HEARI TRI-PLEX LAKEATA AVE, DIGITIAL DESIGN AND DEVELOPMENT; COUNCIL MEETING NTC 9/14/2020	
		001 - 511 d 001 - 558 d				351.32 327.05			
5033	09/28/2020	Claims	2		SELLAND CONST		1,059.96	Refund Utility Deposit	
		414 - 582	10 04 14 -	DEPOSIT	REFUND	1,059.96	Refund Utility	Deposit	
5034	09/28/2020	Claims	2		DON C. SMITH		16.69	LEOFF 1 RETIREE RX	
	0.0.40.40.00.00				BENEFITS	16.69			
5035	09/28/2020	Claims	2	101814	SMITTYS OUTDO POWER EQUIPMI		43.31	14" BAR ST 3/8	
		001 - 576 8	30 35 00 -		OOLS & EQUIPME	43.31			
5036	09/28/2020	Claims	2	101815	STAR RENTALS		211.18	14 INCH DUCT BLADE; PAII FLO BLUE	NT
		401 - 534 5			S OOLS & EQUIPME	142.95 68.23			
5037	09/28/2020	Claims	2 - 10 33 00 2		STATE AUDITOR		1.243.00	2018-2019 AUDIT	
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CITY OF UNION GAP MCAG #: 0853

01/01/2020 To: 09/30/2020

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5

Trans Date Acct# War # Type Claimant Amount Memo 001 - 514 23 41 01 - AUDIT COSTS 1,243.00 5038 09/28/2020 Claims 2 101817 THE PRINT GUYS INC. 1,642.00 2020 FALL NEWSLETTER 001 - 511 60 41 01 - PROFESSIONAL SERVICES 1,642.00 700.00 PUBLIC DFENDER 5039 09/28/2020 Claims 101818 TRUE LAW GROUP, PS 001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC 700.00 581.56 UNIFORM SERVICE; 08.03.20 5040 09/28/2020 Claims 101819 U.S. LINEN & UNIFORM THRU 08.24.20 401 - 534 50 21 00 - UNIFORMS & EQUIPMENT 149.06 403 - 535 50 21 00 - UNIFORMS & EQUIPMENT 149.06 402 - 537 50 21 00 - UNIFORMS & EQUIPMENT 63.88 101 - 542 30 21 00 - UNIFORMS & EQUIPMENT 149.06 001 - 576 80 21 00 - UNIFORMS & EQUIPMENT 70.50 766.36 UB POSTAGE-09/2020 5041 09/28/2020 Claims 2 101820 UNITED STATES **POSTMASTER** 401 - 534 50 42 00 - COMMUNICATION 255.43 403 - 535 50 42 00 - COMMUNICATION 255.43 402 - 537 50 42 00 - COMMUNICATION 255.50 2,375.00 25 BACKFLOW ASSEMBLY / 5 5042 09/28/2020 Claims 2 101821 WATER TECH CONFINED SPACE ENTRY 401 - 534 50 41 00 - PROFESSIONAL SERVICES 2,375.00 19,711.75 MUNICIPAL COURT 5043 09/28/2020 Claims 101822 YAKIMA CO DISTRICT OPERATION-08/2020 COURT 001 - 512 50 41 00 - COURT SERVICE COSTS 19,711,75 Claims 101823 YAKIMA VALLEY 5044 09/28/2020 2,587,56 LAND USE PLANNING-08/2020 **CONFERENCE** 001 - 558 60 41 01 - INTERGOVERNMENTAL PF 2,587.56 1,341.31 WASTE SVC - 08/01-08/31/2020 5045 09/28/2020 Claims 101824 YAKIMA WASTE SYSTEMS **INC** 402 - 537 60 49 00 - CONTRACTED SERVICES 1,341.31 001 Current Expense Fund 98.182.41 101 Street Fund 5,500.31 107 Convention Center Reserve Fund 2,054.99 111 Library & Community Center Fund 12,694.73 121 Street Development Reserve Fund 4,606.03 124 Infrastructure Reserve Fund 272,108.36 128 Transit System Fund 62.13 170 Housing Rehabilitation Fund 205.34 401 Water Fund 119,367.14 402 Garbage Fund 93,498.21 403 Sewer Fund 65,639.99 404 Water Improvement Reserve 875.00 405 Sewer Improvement Reserve 18,279.43 414 Water Deposits 1,059.96 Claims: 694,134.03