

**UNION GAP CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**MONDAY SEPTEMBER 27, 2021 – 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 13, 2021 as attached to the Agenda and maintained in electronic format

*B. Approve Vouchers:*

Claims Vouchers – EFT's, and Voucher Nos. 103420 through 103482 for September 27, 2021, in the amount of \$333,659.84

**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 Attorney**

Resolution No. - \_\_\_\_\_ - Censure of Council Member Julie Schilling

**Public Works & Community Development**

1. Ordinance No. - \_\_\_\_\_ - Amending UGMC Title 9 - VEHICLES AND TRAFFIC
2. Award of Bid – Storm Drainage Improvements Project

**Finance & Administration**

1. Resolution No. - \_\_\_\_\_ - Approval of Council Chambers Virtual Upgrade Bid
2. Resolution No. - \_\_\_\_\_ - OIC of Washington Vendor Agreement for COVID-19 Utility Payment Assistance to Low-Income Residents

**City Manager**

Resolution No. - \_\_\_\_\_ - City of Union Gap Public Defender Contract

- 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. RECESS TO 15 MINUTES EXECUTIVE SESSION**

To discuss potential litigation per RCW 42.30.110 (i)

The Council **will NOT be** taking action after the Executive Session

**X. ADJOURN REGULAR MEETING**



## City Council Communication

**Meeting Date:** September 27, 2021  
**From:** Bronson Brown, City Attorney  
**Topic/Issue:** Resolution – Censure of Council Member Julie Schilling

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**SYNOPSIS:** At the 9/13/2021 Council Meeting the City Council directed the City Attorney to prepare a resolution censuring Council Member Julie Schilling.

**RECOMMENDATION:** Approve a resolution censuring City Council Member Julie Schilling

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** See the attachments

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

## **RESOLUTION NO.**

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**A RESOLUTION** authorizing censure and the removal of City Council Member Julie Schilling from participation in all City Council Committee assignments including but not limited to: Yakima Basin Fish & Wildlife Recovery Board, Yakima Greenway Foundation Board, Association of Washington Cities Nominating Committee, Union Gap Public Safety Committee, Union Gap Lighted Christmas Parade, Union Gap Library and Community Center Committee and any other non-City boards, committees and commission assignments through December 31, 2024.

**WHEREAS**, on December 10, 2012, the City of Union Gap adopted Ordinance No. 2806, an Ordinance for the City of Union Gap adopting a new Union Gap Municipal Code Section 2.04.015, entitled "City Council Code of Conduct"; and

**WHEREAS**, the purpose of the City Council Code of Conduct is to hold City Council Members "accountable to certain principles and code of conduct when engaging in city business, when interacting with one another, when interacting with city staff, and when interacting with the public"; and

**WHEREAS**, on September 13, 2021, Mayor Hodkinson announced in the open public meeting, "it has come to my attention of violations of the Code of Conduct by Council Member Julie Schilling." He said, "I will ask the City Attorney Bronson Brown to read the violations into the record."; and

**WHEREAS**, Memorandums and letters from the City Manager and City employees were presented to the City Council and summarized to Council by City Attorney Bronson Brown regarding Council Member Julie Schilling's violations of the code of conduct; and

**WHEREAS**, included in these memorandums and letters was information about Council Member Schilling failing to direct her questions to the City Manager first and instead directly contacting city staff; and

**WHEREAS**, Union Gap Municipal Code (UGMC) 2.04.015 (k) (3) specifically requires city council members to "direct administrative and operational questions to the city manager"; and

**WHEREAS**, UGMC 2.04.015 (k) (4) states, "council members should avoid making requests to staff who are in meetings, on the phone, or engrossed in performing their job functions"; and

**WHEREAS**, On August 22 2021, during an active homicide investigation at the Valley Mall Chief Cobb received a call from an unknown number and didn't answer it. A couple seconds later he received a call from the same number and believing it was a call from an investigator from another agency he answered and it was a call from Council Member Julie Schilling asking about the incident at the Valley Mall; and

**WHEREAS**, Council Member Schilling directly violated UGMC 2.04.015 (k) (3) and (4) by directly calling Chief Cobb on August 22, 2021, while he was at the scene actively investigating a homicide instead of directing her call and questions to the city manager first; and

**WHEREAS**, Chief Cobb reports that on September 8, 2021, Council Member Schilling emailed him directly “chastising him” for not agreeing with her on a topic of training the Mayor on matters related to HB 1054. No contact and/or communications were made to City Manager Fisher from Council Member Schilling prior to contacting Chief Cobb on this matter as required per UGMC 2.04.015 (k) (3); and

**WHEREAS**, City Clerk Karen Clifton also reports that Council Member Schilling on several occasions has contacted her regarding city matters without first contacting the City Manager and/or copying her on the communication as required by the code. Clifton reports that several times, she has received direct phone calls from Council Member Schilling, and they often come in on Fridays when the department is short staffed and when the other Department Directors and City Manager are out of the office. Council Member Schilling is often upset and frustrated and insists that the matter is urgent and cannot wait. One particular incident Council Member Schilling called Ms. Clifton to discuss the “library bricks”. She couldn’t wait and needed an answer immediately. Karen Clifton discussed the matter with Public Works Director Dennis Henne who told her he had already taken care of the matter and Council Member Schilling should not even be involved with the issue; and

**WHEREAS**, UGMC 2.04.015 (k) (2) states, “City Council Members must treat all city staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable”; and

**WHEREAS**, Council Member Schilling was in violation of UGMC 2.04.015 (k) (2) when on August 23, 2021, after the City Council meeting concluded Council Member Julie Schilling was angry with the City Manager Arlene Fisher and demanded that Mrs. Fisher and Chief Cobb speak to her about the incident at the Valley Mall. Council Member Schilling then began pointing her finger at the City Manager and was yelling at her regarding why she didn’t get the information of the homicide out to her quicker; and

**WHEREAS**, Council Member Schilling further committed violations of UGMC 2.04.015(k) (2) after a City Council meeting on June 10, 2019. Council Member Schilling was angry with City Manager Fisher for reporting a grant to build the library. During this interaction Council Member Schilling yelled “how dare you, I will bury you!”, pointed her finger at the City Manager and ended up touching her chest as the City Manager was backing away; and

Other information as in memorandums and letters from the City Manager, City Staff and Mr. Maurer are contained in Exhibit 1 that is attached hereto.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNION GAP:**

Based on the recitals above which are incorporated herein and per Union Gap Municipal Code 2.04.015 (n) the City Council finds that Council Member Julie Schilling has committed violations of the City Council Code of Conduct and is hereby publicly censured. The City Council also hereby removes City Council Member Julie Schilling from participation in all City Council Committee assignments including and not limited to: Yakima Basin Fish & Wildlife Recovery Board, Yakima Greenway Foundation Board, Association of Washington Cities Nominating Committee, Union Gap Public Safety Committee, Union Gap Lighted Christmas Parade, Union Gap Library and Community Center Committee, and any other non-City committees, boards and commission assignments through December 31, 2024.

**ADOPTED BY THE CITY COUNCIL** this 27th day of September, 2021

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

ATTEST:

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

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

# EXHIBIT 1

During the year prior to my becoming a council member my wife and I joined the library committee. It was during that time that we had many meetings with Ms. Schilling believing she was a real asset to the city. As time went on it became clear that her intent was to discredit the city manager and have her way in all things. During this time the following are a few of the issues she was very vocal about.

Ms. Schilling has extreme dislike for the City Manager. She told me many times about some of the things she dislikes that didn't meet with her approval. The Rotary Club, having memberships in various clubs. She also felt her salary is exorbitant and she takes too many days off.

Library committee: She wanted all things to go her way and got upset when people didn't agree with her.

She accused the City Manager of attempting to delay paper work regarding the library grant. She stated that this was evident by the news letter being delayed twice. In other words, she figured since the news letter didn't get out by her schedule that the letter to the Chamber of Commerce would also be delayed on purpose.

She repeatedly complained about the City Managers involvement with the Library grant stating she should be in charge. I told her several times on the phone to let it go, it will all work out and nothing good will come of her continual complaining. As a result she stated that I had resigned as the Library spokesman, I did not.

Another time she really got into my face and followed my wife and me to my car and commenced yelling saying I suggested the wrong person to take the grant writing class.

In a meeting discussing how to raise money for the Prop 1 sign I mentioned that the meeting usually held in city hall could not be held that following Thursday because the City Manager had use for it. She gave a very unsatisfactory response to that.

My opinion is that this person has serious issues believing she has great authority as a council person and she is the authority to decide what and how meetings are held. She spends a great deal of time finding fault with anything that doesn't meet her agenda. This is seen in council meetings from time to time. Basically she wants to be in charge of everything.

A handwritten signature in cursive script, appearing to read "J. Holloway".

## Memorandum

TO: The File  
From: Arlene Fisher, City Manager  
Date: June 10, 2019  
RE: Interaction with Council Member Schilling

On June 6, 2019, I received a notice of a grant award from the Department Of Commerce stating the City of Union Gap was appropriated a \$2 million dollar grant to build a library and community center. Literally, the award came "out of the blue." I had no idea who made the request, I only knew the award was from Senator Honeyford.

Upon receiving the information, I called Mayor Wentz and informed him about the grant award. He too was very surprised.

During my City Manager's report on June 10, 2019, I announced to the City Council that we had received a \$2 million dollar grant to build a library and community from Senator Honeyford. As I was making the announcement, I could see Council Member Schilling becoming visibly upset and I had no idea why.

After the meeting, she was very angry and approached me and said, "How dare you; I will bury you." I said, "why are you so angry?" She said, "I got the grant, and I shouldn't have made the announcement." My reply was, "neither I nor the City Council knew she was advocating for a grant – we had zero knowledge".

She continued to yell at me and kept pointing her finger at me to the point where she touched my chest. I kept backing away. I was extremely upset, and I did nothing wrong. Her behavior violated the City's Code of Conduct.

### Attachments:

Email from Carrie Calleja dated 6/6/19 at 3:22 p.m.

Department of Commence Grant award notification dated 6/10/19

## Fisher, Arlene

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**From:** Calleja, Carrie (COM) <carrie.calleja@commerce.wa.gov>  
**Sent:** Thursday, June 06, 2019 3:22 PM  
**To:** Fisher, Arlene  
**Subject:** 2019-2021 Library Capital Improvement Grants Program  
**Attachments:** Award Letter.pdf; Contract Readiness Survey Library Improvement.doc; 2019-21 Library Capital Improvement Program Grants Guidelines .DOCX

**Importance:** High

Congratulations! Governor Inslee recently signed the 2019–2021 State Capital Budget, which includes an appropriation for the Union Gap Library & Community Center Project under the Library Capital Improvement Grants Program. The Department of Commerce will administer the Library Capital Improvement Grants.

I will serve as your primary contact at the Department of Commerce and will work with you to execute your contract. Your official award letter, the Library Capital Improvement Grant Program Guidelines, and a Contract Readiness Survey is attached. The contracting process is initiated by submitting the completed Contract Readiness Survey to me.

If you have any questions or need additional information, please do not hesitate to contact me at (360) 725-3175 office; (360) 810-1925 cell-phone, or email, [carrie.calleja@commerce.wa.gov](mailto:carrie.calleja@commerce.wa.gov).

I look forward to working with you.

Respectfully,

*Carrie Calleja*

Dental Clinic/Library Improvement Grant Programs

Office: 360.725.3175

Cell: 360.810.1925

[Carrie.calleja@commerce.wa.gov](mailto:Carrie.calleja@commerce.wa.gov)

**Office Hours: M-Th: 7:00 AM-5:30 PM**

Department of Commerce  
Local Government Division  
1011 Plum ST SE  
PO Box 42525  
Olympia, WA 98504

[www.commerce.wa.gov](http://www.commerce.wa.gov)



RECEIVED  
6/10/19

STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000  
www.commerce.wa.gov

June 6, 2019

Ms. Arlene Fisher  
Union Gap Library & Community Center  
PO Box 3008  
Union Gap, WA 98903

Dear Ms. Fisher:

Congratulations! Governor Inslee recently signed the 2019–2021 State Capital Budget, which includes an appropriation of \$2,000,000 for the Union Gap Library & Community Center Project under the Library Capital Improvement Grants Program. The Department of Commerce, which will administer the project, will retain 3 percent (up to a maximum of \$50,000) to cover our direct administrative costs. Accordingly, your net grant award will be \$1,950,000.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation the property relevant to the project is owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date. A lien on owned property may be required when receiving grants over \$500,000;
- Prevailing wages must be paid for all construction labor costs incurred as of January 19, 2018;
- Review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (GEO 05-05 and/or Section 106); and
- Your project may also need to comply with the state's green buildings standards (RCW 39.35D).  
✓ Must complete a LEED certification declaration.

Please fill out the enclosed Contract Readiness Survey and return it in 30 days. The contracting process is not initiated until a completed Contract Readiness Survey is submitted.

Also enclosed is a comprehensive set of contracting guidelines to assist you with the contracting process. If you have any questions or need additional information, please contact Carrie Calleja at (360) 725-3175 (office) (360) 810-1925 (cell phone) or at [carrie.calleja@commerce.wa.gov](mailto:carrie.calleja@commerce.wa.gov).

Sincerely,

Carrie Calleja, Program Manager  
Dental Clinic Capacity Grants/Library Capital Improvement/Direct Appropriations Section  
Community Assistance and Research Unit, Local Government Division

Enclosure

## Memorandum

TO: The File

Date: July 8, 2019

From: Arlene Fisher, City Manager

On July 8, 2019, the Union Gap City Council meeting passed a resolution defining the Library and Community Center Project Manager, naming the City Manager as the Project Manager for the duration of the project.

Council Member Schilling became visibly upset at the City Council's decision to make me Project Manager. After the meeting she walked towards my spouse, Rich Maurer. I was answering questions from other Council Members.

When I arrived home, Rich described what had transpired between them. He was very concerned based on her threats towards me that he wrote a Memo stating what happened.

The following day, Council Member Schilling came to the office to see me. I opened the door between our office and the lobby. From inside the lobby, I could see that she was angry. I did not open the door all the way, and she started yelling at me, "What happened last night was illegal and I have contacted MRSC who supports my position."

I replied, "my position as City Manager allows me to be the Project Manager." She continued to yell at me to the point where Dennis Henne came from his office (which is in the back of City Hall) to see what the yelling was about. I advised Council Member Schilling if she did not stop yelling at me, I was going to shut the door, she continued; I shut the door.

I called Mayor Wentz and told him about the situation and that I did not feel safe speaking to her alone. The Mayor advised me always have someone with me whenever she's at City Hall. He further stated, "I was not to meet with her one-on-one."

I was extremely upset as I have never had a Council Member yell at me or treat me with such disrespect.

I was also extremely embarrassed as staff stopped by my office throughout the day making sure I was "ok".



CITY OF  
**UNION GAP**  
1883

**Arlene Fisher**  
City Manager, ICMA-CM

(509) 249-9201 *work*  
(509) 406-6052 *mobile*  
arlene.fisher@uniongapwa.gov

**MEMORANDUM**

**TO: Mayor Hodkinson and Union Gap City Council**  
**FR: Arlene Fisher, City Manager**  
**RE: Interaction with Council Member Julie Schilling**  
**DT: August 25, 2021**

On Sunday, August 22, 2021, at approximately 6:29 p.m., KIMA announced "Heavy Police Activity at the Valley Mall." At 6:31 p.m., I sent Chief Cobb a text asking, "Hey there, what's going on at the Valley Mall." He replied, "Homicide. Just got here. I will call you later." At 7:26 p.m., Chief Cobb called and informed me of the limited information that he had. I asked if I could send an email out to the Council Members, as I was sure some, if not all, might have heard the news. Chief gave me outline of what I could distribute to City Council.

Chief Cobb was very upset and frustrated about Council Member Schilling calling him during the active homicide investigation. He said, "I would not have answered the phone, but the call came under a different phone number. He continued and said, "I was waiting for a call from the Washington State Patrol Lieutenant." I assured Chief I would address this issue.

At approximately 7:39 p.m., I sent an email to all Council Members advising them of the situation at the Mall. The information sent to them, was relayed to me directly from the Chief. (See the attached.)

On August 23, 2021, after the City Council meeting concluded, Council Member Schilling was angry and demanding that Chief Cobb and I speak to her about the Mall incident. Chief Cobb was engaged in a conversation with Deputy Mayor Wentz.

She began pointing her finger at me and yelling, "why didn't you declare an emergency and you didn't get the information out." She continued saying, "I had citizens calling me wanting to know what happened." I informed Council Member Schilling by calling the Chief in the middle of a homicide investigation she violated the Code of Conduct. I reminded her that as City Manager, she needs to contact me. She continued to yell at me and said, "you are never around." I replied that I was home and saw the news clip just like everyone else.

**TO: Mayor Hodkinson and Union Gap City Council**

**FR: Arlene Fisher, City Manager**

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At this point in the conversation I became was angry at the false accusations of "I'm not around, I didn't get the information out timely and I don't do my job. In addition, I advised Council Member Schilling we do not have a Council Member via City Manager problem; we have women to women problem.

At this point, I said, "I'm very upset and I'm leaving. I left City Hall and entered my car. While in my car, I was on the verge of a diabetic episode and was shaking so badly that I could barely eat the candy I needed and I spilled a can of Coca Cola on my blouse. After about 10 minutes, I was able to drive home.

As a City Manager, I expect my job to be challenging and I expect not all of us agree. However, I cannot accept the continued, bullying; disregard for the Code of Conduct and continued mistreatment of me and my staff.

Attachments: Arlene's email dated Sunday, August 22, 2021 at 7:39 p.m.

Chief Cobb's press release and his email dated Monday, August 23, 2021 at 9:31 a.m.

**Fisher, Arlene**

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**From:** Fisher, Arlene <Arlene.Fisher@uniongapwa.gov>  
**Sent:** Sunday, August 22, 2021 7:39 PM  
**To:** John Hodkinson; Wentz, Roger; Dailey, Sandy; Galloway, Jack; Murr, James; Schilling, Julie; Hansen, David  
**Subject:** Incident at the Valley Mall

Good evening,

With sad news an innocent by-stander was a shooting victim at the Mall this evening. There were two groups involved and the innocent person was killed. Our department is on scene and it's an active investigation. There will be a press release in morning. I don't have any further information.

With staff at the scene - please DO NOT CONTACT THE PD OR THE CHIEF. They need to focus on their duties. I will keep you informed as information becomes available.

Arlene

Sent from my iPad



# City of Union Gap

## POLICE DEPARTMENT

Gregory Cobb, Chief of Police  
102 W. Ahtanum Rd Union Gap, WA 98903  
PHONE 509.248.0430 FAX 509.452.5099

### NEWS RELEASE

For Immediate Release	Contact: • Chief Gregory Cobb (509) 248-0430 (Department)
News Release: 21U003954-01	
Date: August 23, 2021	

On August 22, 2021 at approximately 4:30 p.m. The Union Gap Police Department responded to the Valley Mall for a report of shots fired. Upon arrival officers found an adult male outside the southwest entrance who had been shot. Lifesaving efforts were attempted, but the victim was pronounced dead at the scene.

It is believed at this time the shooting was the result of an earlier altercation between two groups of rival gang members. The victim was not a gang member and not involved in the earlier altercation.

There were numerous bystanders in the area when the shooting occurred. Anyone who witnessed the incident or who has knowledge of the incident is encouraged to contact the Union Gap Police Department at (509) 248-0430 and ask to speak to a detective.

###

## Fisher, Arlene

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**From:** Fisher, Arlene  
**Sent:** Monday, August 23, 2021 9:31 AM  
**To:** 'Richard Maurer'  
**Subject:** FW: News Release  
**Attachments:** 21U003954-01.doc

FYI.



**Arlene Fisher**  
City Manager  
City of Union Gap

(509) 249-9201 work  
(509) 406-6052 mobile  
arlene.fisher@uniongapwa.gov

---

P.O. BOX 3008 | 102 WEST AHTANUM | UNION GAP, WA 98903-0008

**From:** Cobb, Gregory <Gregory.Cobb@uniongapwa.gov>  
**Sent:** Monday, August 23, 2021 9:09 AM  
**To:** Hodkinson, John <john.hodkinson@uniongapwa.gov>; Wentz, Roger <Roger.Wentz@uniongapwa.gov>; 'Jack Galloway' <jacklatta@charter.net>; Dailey, Sandy <Sandy.Dailey@uniongapwa.gov>; Murr, James <James.Murr@uniongapwa.gov>; Schilling, Julie <Julie.Schilling@uniongapwa.gov>; Hansen, David <David.Hansen@uniongapwa.gov>  
**Cc:** Fisher, Arlene <Arlene.Fisher@uniongapwa.gov>; Bosen, Ryan <Ryan.Bosen@uniongapwa.gov>; Santucci, Curtis <Curtis.Santucci@uniongapwa.gov>; Jimenez, Rudy <Rudy.Jimenez@uniongapwa.gov>  
**Subject:** News Release

Please see the attached news release.

Regards,



**Gregory Cobb**  
Chief of Police  
(509) 248-0430  
gregory.cobb@uniongapwa.gov

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P.O. BOX 3228 | 102 WEST AHTANUM | UNION GAP, WA 98903-0008

*This email may contain privileged or confidential information disclosed only to the addressee. If you have received this email in error, please contact the sender. Any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited.*

## Fisher, Arlene

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**From:** Fisher, Arlene  
**Sent:** Monday, August 23, 2021 6:04 PM  
**To:** Cobb, Gregory  
**Subject:** Fwd: Valley Mall and Real Estate

FYI

Sent from my iPad

Begin forwarded message:

**From:** "Hodkinson, John" <john.hodkinson@uniongapwa.gov>  
**Date:** August 23, 2021 at 1:16:20 PM PDT  
**To:** "Fisher, Arlene" <Arlene.Fisher@uniongapwa.gov>  
**Subject:** Fwd: Valley Mall and Real Estate

For your information.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** "Schilling, Julie" <Julie.Schilling@uniongapwa.gov>  
**Date:** 8/22/21 10:04 PM (GMT-08:00)  
**To:** "Hodkinson, John" <john.hodkinson@uniongapwa.gov>, "Hodkinson, John" <john.hodkinson@uniongapwa.gov>  
**Subject:** Valley Mall and Real Estate

Mayor John,

When citizens ask you questions about something they saw- you need answers, and I have been told I could call.

We like to answers issues right away. Unfortunately, we have management always out on weekends- so it is easier and more efficient to call the chief. Does it happen often ? No -but when I tell a citizen I will check on it I do. And it doesn't matter the time or day.

Our manager should of sent us a notification that there was an emergency. With more details to come later, Especially being in a high traffic spot!  
I did not receive anything until later. Did you???

Also a side note... You are sending the entire council info on your Real Estate email. You might want to check your policy and Procedure on that. Also the WAC.

Have a good evening!

Julie

**Julie Schilling** CML, Advanced CML  
Council Member

Thanks for the info Arlene.  
That would also be a violation of the Policies and Procedures.  
John

John P. Hodkinson Jr.  
Almon Commercial Real Estate  
218 SSG Pendleton Way  
Yakima WA. 98901-2692  
(509) 966-3800 Office  
(509) 930-8100 Cell  
(509) 965-5225 Fax

Sent from my iPad

**Julie Schilling** CML, Advanced CML  
Council Member

City of Union Gap  
PO Box 3008  
102 West Ahtanum Rd Union Gap, WA. 98903-0008  
Phone (509)453.2446 ext 3. Fax (509)248.6494

# **CITY OF UNION GAP**

UNION GAP, WASHINGTON  
509-248-0432

## MEMORANDUM

To: Arlene Fisher, City Manager  
From: Karen Clifton, Director of Finance & Administration  
Date: September 7, 2021  
Re: Communications with Julie Schilling

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In the past I have had phone calls from Julie Schilling, which often come on Friday's when we are short-staffed and Department Directors and the City Manager are out of the office. Often during these calls Julie says she is unable to get ahold of Arlene, Greg, or Dennis, so she is calling me for answers to questions that do not relate to me or my department. I explain that I am not involved or familiar with her issue, so she needs to contact someone else, but she insists that it is urgent and cannot wait until Monday (or the next business day). She is often upset and frustrated and, although I have nothing to do with it, I am brought into the middle of the issue.

One incident like this happened when Dennis and Arlene were out of the office and Julie called needing to discuss the library bricks. I told her I had nothing to do with it and was unable to help her and that she would need to talk to Arlene or Dennis. But she insisted she needed the answer now. I discussed this with Dennis when he returned and he explained that he had already spoken to the individuals who were in charge of the bricks and that Julie should not even be involved with this issue. I called Julie back and explained this, but she still insisted that she was helping-out those individuals and needed answers now. Calls like these are frustrating because Julie has been told numerous times to contact Arlene directly if she has questions for staff, and yet she keeps calling staff, expecting us to drop everything and give her what she needs. It is also a waste of staff time, since she insists on explaining her issue to staff members who have already said they cannot help her.

Julie sends me documents or files, requesting that I forward them to Council. She also contacts me to put items on the agenda, when Council has been told to send their requests and agenda items directly to Arlene. Julie does not seem to understand that, although I am the one who compiles items for the agenda, the City Manager decides what will and will not be on it. The City Manager is also the person who works with Council, directing staff when to provide items to them.

There have been times in the past when Julie and Dave Hansen linger after the Council meetings or Study Sessions, when everyone has already left and I am ready to leave. Once, when Cobb was Acting City Manager, he noticed this and told me to just make sure the front doors were locked and leave. He said they can let themselves out through the front doors (which will lock behind them) or go out the session door. This worked well until the study session on August 2, 2021 when, after the meeting, Julie left all of her things on the dias and went outside to talk to guest speaker Verlynn Best. Julie stood outside for quite a while and I went about doing my clean work, keeping an eye on her, since I knew she would not be able to get back in through the locked front doors. When Julie finished I was putting the recorder in the safe, intending to check on her after I was done, but instead I saw Sergeant Rivera coming from the Police side of the building with Julie. She was upset because she "had to" walk around the outside of the building, knocking on windows, until someone let her in. I asked why she did not have her key and she said she left it with her things on the dias. When Julie confronted me, it made me feel like a scorned child. I think her behavior is disrespectful - she does not seem to care that staff has worked all day and would like to go home, eat dinner and get to bed for work the next morning. Staying after the meeting is sometimes necessary, which I understand and am willing to do, but to have to stay later for one or two people while they visit is disrespectful.



## MEMORANDUM

To: Arlene Fisher, City Manager

From: Gregory Cobb, Chief of Police 

Date: September 8, 2021

Subject: Interactions with Council Member Schilling

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As directed I am writing this memo to summarize interactions with Council Member Schilling over the past couple years.

I know that Ms. Schilling has been advised not to contact staff directly and requests for information need to through the city manager. Irrespective, it has been a common practice of Ms. Schilling to contact me directly. This typically occurs via email or cell phone. The contact is for any number of reasons. Sometimes they are direct questions regarding public safety or endeavors Ms. Schilling is involved with. On other occasions she wants to report incidents or talk about incidents that have occurred. There have been many times her emails or phone calls are for informational purposes such as passing on information or requesting information.

There have been occasions when she has made requests for city resources that are not proper. An example of this is suggesting the city plow snow in another jurisdiction because city residences have to cross that area to get back into the city. There have been numerous occasions where Ms. Schilling has advised me of alleged criminal activity outside our jurisdictional boundaries. When this has occurred it is usually because she "received a phone call about it" or can see it from her residence. I have spoken to her about why we shouldn't respond outside our jurisdiction, absent a mutual aid request. This usually results in a long circle talk about why she thinks we should do something about it and me telling her to report the alleged criminal conduct, while it still is occurring, to the proper jurisdiction.

Ms. Schilling has also contacted me directly on occasions when I have been appointed the acting city manager. Although this would seem to be appropriate, I think she takes advantage of this situation. On a couple of occasions last fall I was in an acting CM capacity. Ms. Schilling and I were talking about city business when she expressed her frustration with your perceived performance or lack thereof. The first time it happened I admonished Ms. Schilling, telling her it was highly improper for her to comment to me about my superiors perceived job performance. The second time it happened I admonished her again. I think the first occasion occurred while talking about the proposed library, I don't recall what the second topic of conversation was.



## MEMORANDUM

There are occasions when Ms. Schilling can be very impatient with staff. This past summer Ms. Schilling was trying to organize an event where a club wanted to recognize law enforcement for the work they do in our communities by delivering food for our officers. She called me to talk about this and provided a couple ideas. I advised her ideas were fine and she could bring the items by anytime. I think she was expecting more of a formal event to receive the food items. I advised her that due to the nature of police work, I could not guarantee uniformed officers would present when the food was delivered. On another occasion related to this topic I missed a phone call from Ms. Schilling. She then requested "a phone number someone would answer". Ms. Schilling then began contacting my staff directly to avoid going through me. I eventually told my staff to not take Ms. Schillings phone calls.

On August 22, 2021 there was a homicide at the Valley Mall. The scene was complicated, very large and we had minimal resources. While coordinating the response to the incident I received a phone call from a number I didn't recognize. I didn't answer. A couple seconds later I received a phone call from the same number. Believing the call might be from an investigator we had requested from another agency, I answered the phone. It was Ms. Schilling. She stated "I am receiving phone calls about an incident at the Valley Mall". I advised her there was an incident that we were investigating and that I would issue a press release later. I called you at that point and advised that Ms. Schilling had contacted me directly seeking information about the ongoing incident.

Ms. Schilling continues to contact me directly. I have received an email from her today. She chastised me for not agreeing with her on the topic of training the Mayor on CS/CN deployments related to HB 1054.

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**INTEROFFICE MEMORANDUM**

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**TO:** CITY MANAGER – ARLENE FISHER

**FROM:** TERESA LOPEZ

**SUBJECT:** NEWSLETTER

**DATE:** SEPTEMBER 3, 2021

Since the City of Union Gap have given the Library & Community Committee a section of the newsletter. I have been having lots of issue. I've set deadline for me to have the newsletter out to the community and on occasions. I have missed those deadline to accommodate the Library and Community committee.

The following is just an example of what my day consists. This always happens when the deadline approaches and I'm bombard with phone calls and emails. Either from Julie Schilling and Kathy Cluck. The result is always the same, calls from Julie before the newsletter is being put together and when the newsletter is complete. She calls to find out when the newsletter will be distributed to the community. This will be worse when I have to have the Christmas parade information in the winter newsletter.

Example of my day:

Email reminder was sent on August 11, 2021 with a deadline of August 13, 2021 for all newsletter articles.

Received email from Kathy Cluck on August 12, 2021. Wanting to submit pictures on Monday August 16, 2021.

August 13, 2021. - Received Library & Community articles, but waiting for pictures. Pictures were going to be taken on Monday, August 16, 2021 at 10:00 am.

August 13, 2021.- Received follow up email regarding the submission of articles and explaining pictures were going to be sent on Monday.

August 16, 2021. - I received 1 or 2 calls regarding the pictures of the morning photo session.

September 2, 2021. - Sent email to Kathy Cluck and Julie Schilling with the proof of the newsletter section of the Library and Community section.

September 3, 2021. - Sent email to Katy Cluck and Julie Schilling asking if they review the proof.

September 3, 2021. - I received a call on or about 8:30 a.m. from Julie Schilling. She let me know that Kathy was trying to get a hold of me regarding the newsletter. Julie mentioned, she had given Kathy my direct number. She mention that Kathy had broken her phone and wasn't able to review the proof. She also said that Kathy was using her husband's cell phone number. She then

proceed to give me Kathy's cell phone so I can call Kathy. She mentioned she would review the proof, but needed me to get ahold of Kathy to review the writing part.

Voice mail message at 11:04 am. – Julie dropped off the changes for the section of the library article.

3:58 pm – Julie calling me after Kathy Cluck got off the phone in regards to adding \$2500 to one of the pictures. Call ended at 4:02 p.m.

I feel judged and incapable of doing my job at times when dealing with Ms. Schilling. I have very high expectations of myself in getting all assignments done in a timely manner. Having to deal with Ms. Schilling is at times very exhausting.

Thank you,

Teresa Lopez

Richard Maurer  
2404 S 73<sup>rd</sup> Ave  
Yakima, WA 98903  
July 9, 2019

To whom it may concern:

I attended the City of Union Gap Council meeting the evening of July 8, 2019. At the end of the meeting, I was talking to Council member Dave Matson about his volunteer work the previous weekend at Rod's House. During the conversation, Council member Julie Schilling interrupted us and said to me "hi Rich, how are you?" I said, "I am fine, thank you". She then said, "that's good because you're going to need to be taking care of your wife". Dave Matson also heard the discussion.

I find her actions and comments concerning. This is the first time she has ever said "hi" to me or really acknowledged me. She was visibly angry because the outcome of the meeting was not in her favor. I wasn't sure if her comments were meant as a physical threat to my wife or that she just planned to make my wife's job as miserable as possible going forward.

Sincerely,

A handwritten signature in black ink, appearing to read "Rich Maurer", with a long horizontal flourish extending to the right.

Richard Maurer



CITY OF  
**UNION GAP**  
1883

September 2, 2021

Valentina Martinez  
City of Union Gap  
102 W. Ahtanum Rd  
Union Gap, WA. 98903

Dear: To whom it may concern,

I am writing to express that on Thursday July 29, 2021, I received a phone from council member Julie Schilling in regards to her interest in reserving one of the Union gap halls. Julie had mentioned that it was a very important event and needed to find out availability and price to reserve the hall. I gave her the options on the dates she was wanting along with the price to rent the building for the hours she needed it for, once I let her know about the rates to reserve the hall, Julie got upset with me and told me that it was incorrect and that the city has charged her less before for her events. Julie mentioned that I needed to check with someone else because the rates I had given her was too much and not correct. I let Julie know that I will double check with Dennis the director of public works department and call her back once I confirm the information that I was quoting her was correct. (This is not the first time Julie Schilling has got upset with me; there has been couple of times where she has been rude. The times I have encounter Julie to help in her requests she has made me feel like I do not belong here or if I am not capable to help her).

Sincerely,

*Valentina Martinez*  
Valentina Martinez

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**INTEROFFICE MEMORANDUM**

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**TO:** CITY MANAGER – ARLENE FISHER

**FROM:** TERESA LOPEZ

**SUBJECT:** MS. JULIE SCHILLING

**DATE:** SEPTEMBER 3, 2021

Dear Council members,

Thank you for taking the time to read my memorandum regarding Council member Julie Schilling. I have worked with the City of Union Gap since July of 2014. Prior to my current job, I have worked as a para educator and a bank teller. By far, this has been a job, I've come to love and enjoy.

In the past 4 years, I have dealt with Ms. Schilling in many issues. I've treated Ms. Schilling with the upmost respect. I've never have disrespected her in any way and have always tried to help her in any way possible. The following are some examples on how Ms. Julie Schilling has made me feel and what things she has done to me to put in a place where I doubt myself.

- Emails regarding registration on course/class bypassing the City Manager.
- I.T. questions and then expects me to fix the issue right away.
- Calling asking a question and then making you feel like your dumb. Repeating herself to make sure I understand what she is asking.
- Asking questions regarding the City Manager. For example: asking if she can have access the City Manager calendar.
- Calling 2 or 4 time a day regarding the newsletter.
- Asking when the newsletter will be out. Once I send it off to the printers they don't provide me a day of when they will mail out the newsletter.
- Making changes to the newsletter last minute.
- Calling me after Karen or Chief Cobb won't answer.
- Stopping in on Friday's to ask to speak to personal. (City Manager, Karen or Lynette)
- She will call and ask for something and wants answer right away.
- On different occasions, I feel belittle by the way she'll ask for something and make me feel like I don't understand what she is trying to convey.

Thank you,

Teresa Lopez

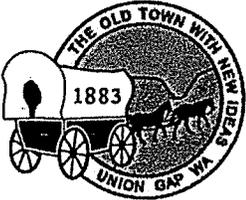
**Fisher, Arlene**

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**To:** Bronson Brown  
**Subject:** ACP Group 1  
**Attachments:** doc08507820210907114520.pdf

9/7/2024  
11:50 AM

FYI



**Arlene Fisher**  
City Manager  
City of Union Gap

(509) 249-9201 work  
(509) 406-6052 mobile  
arlene.fisher@uniongapwa.gov

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P.O. BOX 3008 | 102 WEST AHTANUM | UNION GAP, WA 98903-0008

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. 2806**

AN ORDINANCE of the City of Union Gap adopting a new Union Gap Municipal Code section 2.04.015, entitled "City Council Code of Conduct".

WHEREAS, as the City commences operations under the Council Manager form of government, the City Council desires to establish guidelines for Council Conduct in its interaction with the City Manager and City Staff;

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

**Section 1.** New Section 2.04.015 entitled "City Council Code of Conduct" created.

There is hereby created a new section 2.04.015, entitled "City Council Code of Conduct" as follows:

**2.04.015 City Council Code of Conduct**

**A. Purpose.**

The Union Gap City Council desires to hold themselves accountable to certain principles and code of conduct when engaging in City business, when interacting with one another, when interacting with City Staff, and when interacting with the public and, as a result, have created this section, City Council Code of Conduct.

**B. Councilmember Conduct with One Another.**

The Council is composed of individuals with a wide variety of backgrounds, personalities, values, opinions and goals. Despite this diversity, each Council member has chosen to serve in public office in order to preserve and protect the present and the future of the City of Union Gap. This common goal should be acknowledged even as Council members may "agree to disagree" on contentious issues.

**C. Civility and Decorum in Discussions and Debate.**

1. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Councilmembers to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

2. Councilmembers shall preserve order and decorum during council meetings, and shall not, by conversation or other actions, delay or interrupt the proceedings or refuse to obey the orders of the Presiding Mayor or this Code of Conduct. Councilmembers shall, when addressing staff or members of the public, confine themselves to questions or issues then under discussion, shall not engage in personal attacks, shall not impugn the motives of any speaker, and shall at all times, while in session or otherwise, conduct themselves in a manner appropriate to the dignity of their office.

#### **D. Honor the Role of the Presiding Mayor in Maintaining Order.**

It is the responsibility of the Presiding Mayor to keep the comments of the Council members on track during all meetings. Councilmembers should honor the efforts of the Presiding Mayor to focus discussions on current agenda items. If there is a disagreement about the agenda or the Presiding Mayor's actions, those objections should be voiced politely and with reason, following a procedure consistent with parliamentary process.

#### **E. Avoid Personal Comments that could offend other Councilmembers.**

If a Councilmember is personally offended by remarks of another Councilmember, the offended Councilmember should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Councilmember to justify or apologize for the language used. The right of a Councilmember to address the Council on a question of personal privilege shall be limited to cases in which his or her integrity, character or motives are assailed, questioned, or impugned. The Mayor will maintain control of this discussion.

#### **F. Demonstrate Effective Problem Solving Approaches.**

Councilmembers have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

#### **G. Code of Ethics.**

1. Councilmembers shall conduct themselves so as to bring credit upon the City as a whole, and to set an example of good ethical conduct for all citizens of the community. Councilmembers should constantly bear in mind these responsibilities to the entire electorate, and refrain from actions benefiting any individual or special interest group at the expense of the City as a whole. Councilmembers should likewise do everything in their power to insure impartial application of the law to all citizens, and equal treatment of each citizen without regard to race, national origin, sex, social station, or economic position.

2. Councilmembers must keep in mind and be compliant with the provisions of RCW 42.20, Misconduct of Public Officers, RCW 42.23, Code of Ethics for Municipal Officers - Contract Interests, and any other federal, state, or local law addressing Councilmember conduct.

#### **H. Private Encounters.**

Councilmembers should remain respectful in private encounters. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

#### **I. Awareness of Public Nature of Communications.**

Technology allows words written or said without much forethought to be distributed wide and far. Councilmembers should keep in mind that written notes, voicemail messages, and Email should be treated as potentially "public" communication and that such communications can potentially be subject to disclosure under the Public Records Act, RCW 42.56.

## **J. Private Conversations can have Public Presence.**

Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may or may not know. Casual conversations will be eavesdropped upon, parking lot debates will be watched, and comments between individuals before and after public meetings is noticed.

## **K. Councilmember Conduct with City Staff and City Attorney.**

1. Governance of the City of Union Gap relies on the cooperative efforts of all Councilmembers, who set policy, and City Staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.
2. City Councilmembers must treat all City Staff as professionals. Clear honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Staff is not acceptable.
3. Councilmembers must direct administrative and operational questions to the City Manager. Questions of City Staff and/or requests for additional information that would be of interest to all Councilmembers should be directed to the City Manager. The City Manager should be copied on any request. Materials supplied to a Councilmember in response to a request will be made available to all members of the Council so that all have equal access to information.
4. Councilmembers must, when possible, keep communications with City Staff short, to the point and should strive to make any communications at the best possible time. Every effort should be made to limit disruption to the work of City Staff. Councilmembers should avoid making requests to Staff who are in meetings, on the phone, or engrossed in performing their job functions. Extended visitation with City Staff reduces work productivity. Visitations shall be limited in time and occurrence.
5. Councilmembers should refrain from publicly criticizing a Staff member. Councilmembers should refrain from expressing concerns about the performance of a City employee in public or to the employee directly. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.
6. Councilmembers cannot get involved in administrative functions. Councilmembers shall not attempt to unethically influence or coerce the City Manager or department heads concerning either their actions or recommendations to Council about personnel, purchasing, awarding contracts, selection of consultants, processing of development applications, or the granting of city licenses and permits.
7. Councilmembers should check with City Staff concerning correspondence before taking any action. Before sending correspondence, Councilmembers should check with the City Manager to see if an official city response has already been sent or is in progress.
8. Councilmembers should not attend City Staff meetings unless requested by Staff. Even if a Councilmember does not say anything, a Councilmember's presence implies support, or may show partiality, may intimidate Staff, and may hamper Staffs' ability to do their jobs objectively.

9. **Legal Advice.** Before requesting research or other action by the City Attorney, Councilmembers should consult first with the City Manager. Outside of a Council meeting, Councilmembers should make any requests of the City Attorney through the City Manager.

#### **L. Councilmembers Conduct with the Public.**

1. Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect should be evident on the part of individual Councilmembers toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

2. In Public Meetings City Councilmembers should be welcoming to speakers and should them with care and gentleness. Because personal concerns are often the issue of those who come to present to the Council, Councilmembers should remember that how they treat the speaker will either help them relax or it may push their emotions to a higher level of intensity.

3. Councilmembers should give the appearance of active listening. It is disconcerting to speakers to have Councilmembers not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger, or boredom.

4. Councilmembers may ask for clarification from a member of the public speaking to the Council but Councilmembers should not debate or engage in argument with the public. Only the Mayor (and not individual Councilmembers) may interrupt a speaker during a presentation. However, a Councilmember may ask the Mayor for a "point of order" if the speaker is off the topic or exhibiting behavior or language the Councilmember finds disturbing.

5. If speakers become flustered or defensive by Council questions, it is the responsibility of the Mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Councilmembers to members of the public should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Councilmember's personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing.

6. Councilmembers shall never engage in personal attacks of any kind, under any circumstances. Councilmembers should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

#### **M. Conduct in Unofficial Meetings.**

1. Councilmembers should make no promises on behalf of the Council or Staff. It is inappropriate to overtly or implicitly promise Council action, or to promise City Staff will do something specific (i.e. fix a pothole, replace flowers, fix a leak, etc.) When approached by the public to correct a situation, Councilmembers should refer them to the City Manager.

2. The City Council should strive to speak with one voice. Councilmembers will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of the facts or City policies as they relate to Council action. Objectively present the Council's collective decision or direction, even

when you may not agree. If you feel the need to express your own opinion, state it in terms such as; "I would have preferred "x" but the Council wanted "y", so that's what we will be doing." Explaining Council decisions, without giving your personal criticism of the Council's actions, will serve to strengthen the community's image of the City Council.

3. Councilmembers should not make personal comments about other Councilmembers. It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Councilmembers, their opinions, and their actions. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Councilmembers. It is a serious and continuous responsibility.

**N. More than Guidelines.**

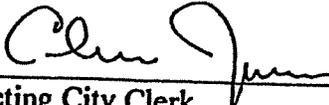
The Code of Conduct set forth in this section are more than mere guidelines. City Councilmembers expected to be aware of and adhere to the standards set forth in this section. In the event of violation, any penalties, remedies, or punishments available under equity or at law may be imposed as the Council may deem appropriate.

**Section 2. Effective Date.** This ordinance shall take effect five days after its publication.

**PASSED BY THE CITY COUNCIL** this 10<sup>th</sup> day of December, 2012.

  
Chris Jensen, Interim City Manager

ATTEST:

  
Acting City Clerk

APPROVED AS TO FORM:

  
Robert F. Noe, City Attorney

completed;

- (E) An agreement by the person responsible for the violation that the city may abate the violation and recover its costs and expenses and a monetary penalty pursuant to this chapter from the person responsible for the violation if terms of the voluntary correction agreement are not met; and
- (F) An agreement that by entering into the voluntary correction agreement the person responsible for the violation waives the right to an administrative appeal of the violation and/or the required corrective action.
- (2) Right to a Hearing Waived. The person responsible for the violation waives the right to an administrative appeal of the violation and the required corrective action upon entering into a voluntary correction agreement.
- (3) Extension—Modification. An extension of the time limit for correction or a modification of the required corrective action may be granted by the mayor if the person responsible for the violation has shown due diligence and/or substantial progress in correcting the violation but unforeseen circumstances rendered correction under the original conditions unattainable.
- (4) Abatement by the City. The city may abate the violation if the terms of the voluntary correction agreement are not met.
- (5) Collection of Costs. If the terms of the voluntary correction agreement are not met, the person responsible for the violation shall be assessed a monetary penalty commencing on the date set for correction and thereafter, in accordance with Section 1.18.100(a)(2)(A) of this chapter, plus all costs and expenses of abatement, as set forth in Section 1.18.100(b) of this chapter.

(Ord. 2511 § 2 (part), 2006)

## Title 2 - ADMINISTRATION AND PERSONNEL

### Footnotes:

— (1) —

*Editor's note— Ord. No. 2838, authorizing restructuring of city departments and approving department head appointments, adopted Nov. 12, 2013; and Ord. No. 2842, establishing job descriptions for the previously created positions of public works and community development director, finance and administrative services director, and public safety director, and establishing the position of deputy director of public works and community development and the job description for that position, adopted Jan. 13, 2014, did not expressly amend the code. Both said ordinances affect administration and personnel, but, without specific instruction to amend the code, have not been codified in Title 2.*

### Chapter 2.04 - CITY COUNCIL

#### 2.04.010 - Meetings.

The city council shall hold regular meetings beginning at the hour of seven o'clock p.m. and continuing no later than nine o'clock p.m. on the second and fourth Mondays of each month. The city council shall hold study session meetings beginning at the hour of six o'clock p.m. on the second and fourth Mondays of each month, at city hall; provided; that whenever the day falls on a legal holiday the regular meeting and study session shall be held on the next Tuesday following the Monday at the same hour.

(Ord. 2374 § 1, 2003; Ord. 2336 § 1, 2002; Ord. 2080 § 1, 1998; Ord. 2001 § 1, 1996; Ord. 1608 § 1, 1992; Ord. 1556 § 1, 1992; Ord. 500 § 1, 1973; Ord. 240 § 1, 1952; Ord. 74 § 1, 1910)

#### 2.04.015 - City council code of conduct.

- (a) ~~Purpose: The Union Gap City Council desires to hold themselves accountable to certain principles and code of conduct when engaging in city business, when interacting with one another, when interacting with city staff and when interacting with the public and, as a result, have created this section, "City council code of conduct."~~
- (b) **Councilmember Conduct with One Another.** The council is composed of individuals with a wide variety of backgrounds, personalities, values, opinions and goals. Despite this diversity, each councilmember has chosen to serve in public office in order to preserve and protect the present and the future of the City of Union Gap. This common goal should be acknowledged even as councilmembers may "agree to disagree" on contentious issues.
- (c) **Civility and Decorum in Discussions and Debate.**
- (1) Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, councilmembers to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.
  - (2) Councilmembers shall preserve order and decorum during council meetings, and shall not, by conversation or other actions, delay or interrupt the proceedings or refuse to obey the orders of the presiding mayor or this code of conduct. ~~Councilmembers shall, when addressing staff or members of the public, confine themselves to questions or issues then under discussion, shall not engage in personal attacks, shall not impugn the motives of any speaker, and shall at all times, while in session or otherwise, conduct themselves in a manner appropriate to the dignity of their office.~~
- (d) **Honor the Role of the Presiding Mayor in Maintaining Order.** It is the responsibility of the presiding mayor to keep the comments of the councilmembers on track during all meetings. Councilmembers should honor the efforts of the presiding mayor to focus discussions on current agenda items. If there is a disagreement about the agenda or the presiding mayor's actions, those objections should be voiced politely and with reason, following a procedure consistent with parliamentary process.
- (e) **Avoid Personal Comments that could Offend other Councilmembers.** If a councilmember is personally offended by remarks of another councilmember, the offended councilmember should make notes of the actual words used and call for a "point of personal privilege" that challenges the other councilmember to justify or apologize for the language used. The right of councilmember to address the council on a question of personal privilege shall be limited to cases in which his or her integrity, character or motives are assailed, questioned, or impugned. The mayor will maintain control of this discussion.
- (f) **Demonstrate Effective Problem Solving Approaches.** Councilmembers have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.
- (g) **Code of Ethics.**
- (1) ~~Councilmembers shall conduct themselves so as to bring credit upon the city as a whole, and to set an example of good ethical conduct for all citizens of the community.~~ Councilmembers should constantly

bear in mind these responsibilities to the entire electorate, and refrain from actions benefiting any individual or special interest group at the expense of the city as a whole. Councilmembers should likewise do everything in their power to ensure impartial application of the law to all citizens, and equal treatment of each citizen without regard to race, national origin, sex, social station, or economic position.

- (2) ~~Councilmembers must keep in mind and be compliant with the provisions of RCW 42.20, Misconduct of Public Officers, RCW 42.23, Code of Ethics for Municipal Officers—Contract Interests, and any other federal, state, or local law addressing councilmember conduct.~~
- (h) Private Encounters. Councilmembers should remain respectful in private encounters. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.
- (i) Awareness of Public Nature of Communications. Technology allows words written or said without much forethought to be distributed wide and far. Councilmembers should keep in mind that written notes, voicemail messages, and email should be treated as potentially "public" communication and that such communications can potentially be subject to disclosure under the Public Records Act, RCW 42.56.
- (j) Private Conversations can have Public Presence. Elected officials are always on display— their actions, mannerisms, and language are monitored by people around them that they may or may not know. Casual conversations will be eavesdropped upon, parking lot debates will be watched, and comments between individuals before and after public meetings is noticed.
- (k) Councilmember Conduct with City Staff and City Attorney.
- (1) Governance of the City of Union Gap relies on the cooperative efforts of all councilmembers, who set policy, and city staff who implement and administer the council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.
- (2) ~~City councilmembers must treat all city staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.~~
- (3) ~~Councilmembers must direct administrative and operational questions to the city manager. Questions of city staff and/or requests for additional information that would be of interest to all councilmembers should be directed to the city manager.~~ The city manager should be copied on any request. Materials supplied to a councilmember in response to a request will be made available to all members of the council so that all have equal access to information.
- (4) Councilmembers must, when possible, keep communications with city staff short, to the point and should strive to make any communications at the best possible time. Every effort should be made to limit disruption to the work of city staff. ~~Councilmembers should avoid making requests to staff who are in meetings, on the phone, or engrossed in performing their job functions.~~ Extended visitation with city staff reduces work productivity. Visitations shall be limited in time and occurrence.
- (5) ~~Councilmembers should refrain from publicly criticizing a staff member. Councilmembers should refrain from expressing concerns about the performance of a city employee in public or to the employee directly. Comments about staff performance should only be made to the city manager through private correspondence or conversation.~~
- (6) Councilmembers cannot get involved in administrative functions. Councilmembers shall not attempt to

unethically influence or coerce the city manager or department heads concerning either their actions or recommendations to council about personnel, purchasing, awarding contracts, selection of consultants, processing of development applications, or the granting of city licenses and permits.

- (7) Councilmembers should check with city staff concerning correspondence before taking any action. Before sending correspondence, councilmembers should check with the city manager to see if an official city response has already been sent or is in progress.
- (8) Councilmembers should not attend city staff meetings unless requested by staff. Even if a councilmember does not say anything, a councilmember's presence implies support, or may show partiality, may intimidate staff, and may hamper staff's ability to do their jobs objectively.
- (9) ~~Legal Advice. Before requesting research or other action by the city attorney, councilmembers should consult first with the city manager. Outside of a council meeting, councilmembers should make any requests of the city attorney through the city manager.~~

(l) Councilmembers Conduct with the Public.

- (1) Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect should be evident on the part of individual councilmembers toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.
- (2) In public meetings, city councilmembers should be welcoming to speakers and should treat them with care and gentleness. Because personal concerns are often the issue of those who come to present to the council, councilmembers should remember that how they treat the speaker will either help them relax or it may push their emotions to a higher level of intensity.
- (3) Councilmembers should give the appearance of active listening. It is disconcerting to speakers to have councilmembers not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger, or boredom.
- (4) Councilmembers may ask for clarification from a member of the public speaking to the council but councilmembers should not debate or engage in argument with the public. Only the mayor (and not individual councilmembers) may interrupt a speaker during a presentation. However, a councilmember may ask the mayor for a "point of order" if the speaker is off the topic or exhibiting behavior or language the councilmember finds disturbing.
- (5) If speakers become flustered or defensive by council questions, it is the responsibility of the mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by councilmembers to members of the public should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Councilmembers' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing.
6. ~~Councilmembers shall never engage in personal attacks of any kind, under any circumstances. Councilmembers should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.~~

(m) Conduct in Unofficial Meetings.

- (1) Councilmembers should make no promises on behalf of the council or staff. It is inappropriate to overtly

or implicitly promise council action, or to promise city staff will do something specific (i.e., fix a pothole, replace flowers, fix a leak, etc.). When approached by the public to correct a situation, councilmembers should refer them to the city manager.

- (2) The city council should strive to speak with one voice. Councilmembers will frequently be asked to explain a council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of the facts or city policies as they relate to council action. Objectively present the council's collective decision or direction, even when you may not agree. If you feel the need to express your own opinion, state it in terms such as; "I would have preferred "x" but the council wanted "y," so that's what we will be doing." Explaining council decisions, without giving your personal criticism of the council's actions, will serve to strengthen the community's image of the city council.
- (3) Councilmembers should not make personal comments about other councilmembers. It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other councilmembers, their opinions, and their actions. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by councilmembers. It is a serious and continuous responsibility.
- (n) More than Guidelines. The code of conduct set forth in this section are more than mere guidelines. City councilmembers expected to be aware of and adhere to the standards set forth in this section. In the event of violation, any penalties, remedies, or punishments available under equity or at law may be imposed as the council may deem appropriate.

(Ord. No. 2806, § 1, 12-10-12)

#### 2.04.020 - Actions as final and conclusive.

An action of the council on all matters shall be final and conclusive unless, within fifteen days from the date of the council's action, an applicant or an aggrieved party makes an application to the superior court of Yakima County for a writ of certiorari, a writ of prohibition, or a writ of mandamus. If other limitation periods are set forth in these ordinances concerning specific council actions, those specific limitation periods shall apply, but only in those limited circumstances.

(Ord. 1309 § 1, 1989)

#### 2.04.030 - City council salary.

- (a) The compensation for the city council is set at six hundred dollars (\$600.00) per month. City councilmembers also shall be reimbursed for travel at the current rate established by the Internal Revenue Service for travel, if a council member is required to use his or her own vehicle consistent with city policies on vehicle use.
- (b) Biennially at the first meeting of the year, starting in January 2013, members of the city council shall choose a chair from among their number. The chair of the council shall have the title of mayor and shall preside at meetings of the council. In addition to the powers conferred upon him or her as mayor, he or she shall continue to have all the rights, privileges, and immunities of a member of the council. The mayor shall be recognized as the head of the city for ceremonial purposes and by the governor for purposes of military law. He or she shall have no regular administrative duties, but in time of public danger or emergency, if so authorized by ordinance, shall take command of the police, maintain law, and enforce order.



## City Council Communication

**Meeting Date:** September 27, 2021  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Ordinance – Amending UGMC Title 9 - VEHICLES AND TRAFFIC

---

**SYNOPSIS:** The parking of vehicles including RV's, trucks and/or trailers or any combination thereof and personal property along streets can cause unsafe situations or create a public nuisance. North Rudkin Road has recently become an area used for extended storage of vehicles, trailers and personal property. Amendment to UGMC Title 9 - VEHICLES AND TRAFFIC, by adding section 9.44.014 Limited Parking along North Rudkin Road, limits parking between the hours of 9:00 P.M. to 6:00 A.M.

**RECOMMENDATION:** Adopt an ordinance amending Union Gap Municipal Code Title 9 - VEHICLES AND TRAFFIC, by adding section 9.44.014 Limited Parking along North Rudkin Road.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** Discussed at the September 20, 2021 Public Works & Community Development Study Session.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Ordinance

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

**AN ORDINANCE** amending Chapter 9.44 - PARKING, by adding a new section 9.44.014 Limited Parking along North Rudkin Road of the Union Gap Municipal Code (UGMC).

**WHEREAS**, the parking of vehicles including RV's, trucks and/or trailers or any combination thereof and personal property along streets can create unsafe conditions or create a public nuisance; and

**WHEREAS**, North Rudkin Road has recently become an area used for extended storage of vehicles, trailers and personal property; and

**WHEREAS**, it is necessary to amend Chapter 9.44 - Parking, by adding section 9.44.014 Limited Parking along North Rudkin Road to limit parking between the hours of 9:00 P.M. to 6:00 A.M.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, DO ORDAIN AS FOLLOWS:**

SECTION 1. An amendment to Title 9 - VEHICLES AND TRAFFIC adding a new section 9.44.014 Limited Parking along North Rudkin Road is hereby added and amended as follows:

9.44.014 - Limited Parking along North Rudkin Road.

Between the hours of 9:00 p.m. to 6:00 a.m. all parking of vehicles including RV's, trucks and/or trailers or any combination thereof is prohibited along North Rudkin Road from Valley Mall Boulevard to East Mead Avenue (north city limits) except for emergency parking or to avoid conflict with other traffic or in compliance with law or the directions of a police officer.

Violation of this Section is a civil infraction in the amount of seventy-five dollars. Each day is a separate offense.

SECTION 2. This ordinance shall become effective five (5) days after its passage and publication as required by law.

Ordained BY THE CITY COUNCIL this 27th day of September, 2021

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

ATTEST:

APPROVED AS TO FORM:

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

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



## City Council Communication

**Meeting Date:** September 27, 2021  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Award of Bid – Storm Drainage Improvements Project

---

**SYNOPSIS:** On September 22, 2021 a bid opening was held at City Hall for the City of Union Gap - Storm Drainage Improvements Project. Six (6) bids were received and have been reviewed by HLA Engineering & Land Surveying, Inc.; a recommendation to award letter is attached.

**RECOMMENDATION:** Motion to accept the most qualified, lowest responsible bidder for the City of Union Gap - Storm Drainage Improvements Project – Total Site Services of Richland, Washington in the amount of: \$1,856,299.02 including taxes.

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

**FINANCIAL REVIEW:** This will be paid by a grant from Department of Ecology (DOE) and 20% City match.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** HLA Engineering and Land Surveying Inc. "*Recommendation of Award*" letter



September 23, 2021

City of Union Gap  
102 W Ahtanum Road  
Union Gap, WA 98903

Attn: Dennis Henne, Public Works Director

Re: City of Union Gap  
STORM DRAINAGE IMPROVEMENTS  
HLA Project No.: 18156  
Recommendation of Award

Dear Mr. Henne:

The bid opening for the above referenced project was held at Union Gap City Hall at 1:00 p.m. on Wednesday, September 22, 2021. A total of six (6) bids were received with the low bid of \$1,856,299.02, being offered by Total Site Services, LLC, of Richland, Washington. This low bid is approximately three (3%) percent above the Engineer's Estimate of \$1,804,602.88.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Union Gap award a construction contract to Total Site Services, LLC, in the amount of \$1,856,299.02. Please send us a copy of the City of Union Gap Council minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

  
Digitally signed by  
Michael Uhlman  
Date: 2021.09.23  
11:44:07 -07'00'

Michael D. Uhlman, PE

MDU/jld

Enclosures

Copy: Angie Ringer, HLA

BID SUMMARY						Bidder #1		Bidder #2		Bidder #3	
Owner: CITY OF UNION GAP Project: STORM DRAINAGE IMPROVEMENTS HLA Project No.: 18156 Bid Opening Date: September 22, 2021						Total Site Services, LLC 2780 Salk Ave. Richland WA 99354		Belsaas & Smith Construction, Inc. P.O. Box 926 Ellensburg, WA 98926		Culbert Construction, Inc. 3905 E. "A" Street Pasco, WA 99301	
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount						
1	Minor Change	1	FA	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	Record Drawings (Minimum Bid \$10,000)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 11,544.84	\$ 11,544.84	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 109,491.39	\$ 109,491.39	\$ 161,942.00	\$ 161,942.00	\$ 185,901.54	\$ 185,901.54
4	Project Temporary Traffic Control	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 142,938.09	\$ 142,938.09	\$ 108,401.00	\$ 108,401.00	\$ 61,500.73	\$ 61,500.73
5	Removal of Structures and Obstructions	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 121,942.63	\$ 121,942.63	\$ 152,554.00	\$ 152,554.00	\$ 252,913.81	\$ 252,913.81
6	Unclassified Excavation Incl. Haul	550	CY	\$ 100.00	\$ 55,000.00	\$ 61.04	\$ 33,572.00	\$ 21.00	\$ 11,550.00	\$ 43.86	\$ 24,123.00
7	Crushed Surfacing Base Course	2,200	TON	\$ 35.00	\$ 77,000.00	\$ 27.40	\$ 60,280.00	\$ 38.00	\$ 83,600.00	\$ 43.01	\$ 94,622.00
8	HMA Cl. 3/8-Inch PG 64S-28	975	TON	\$ 150.00	\$ 146,250.00	\$ 126.67	\$ 123,698.25	\$ 191.00	\$ 186,225.00	\$ 101.28	\$ 98,748.00
9	Storm Sewer Pipe 12 In. Diam.	3,661	LF	\$ 60.00	\$ 219,660.00	\$ 92.93	\$ 340,216.73	\$ 65.00	\$ 237,965.00	\$ 94.47	\$ 345,854.67
10	Underdrain Pipe Infiltration Trench System 24 In. Diam.	789	LF	\$ 250.00	\$ 197,250.00	\$ 226.64	\$ 178,818.96	\$ 240.00	\$ 189,360.00	\$ 263.71	\$ 208,067.19
11	Catch Basin Type 2 48 In. Diam.	19	EA	\$ 4,000.00	\$ 76,000.00	\$ 3,578.51	\$ 67,991.69	\$ 4,310.00	\$ 81,890.00	\$ 2,394.19	\$ 45,489.61
12	Catch Basin Type 1	39	EA	\$ 2,000.00	\$ 78,000.00	\$ 1,964.92	\$ 76,631.88	\$ 2,110.00	\$ 82,290.00	\$ 1,326.18	\$ 51,721.02
13	Pretreatment Manhole 48 In. Diam.	7	EA	\$ 20,000.00	\$ 140,000.00	\$ 19,035.10	\$ 133,245.70	\$ 20,705.00	\$ 144,935.00	\$ 16,397.47	\$ 114,782.29
14	Connection to Drainage Structure	4	EA	\$ 500.00	\$ 2,000.00	\$ 852.99	\$ 3,411.96	\$ 1,841.00	\$ 7,364.00	\$ 1,742.65	\$ 6,970.60
15	Doghouse Manhole 48 In. Diam.	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,158.74	\$ 4,158.74	\$ 14,888.00	\$ 14,888.00	\$ 3,237.36	\$ 3,237.36
16	Shoring or Extra Excavation	4,560	LF	\$ 3.00	\$ 13,680.00	\$ 5.06	\$ 23,073.60	\$ 2.00	\$ 9,120.00	\$ 1.67	\$ 7,615.20
17	Select Backfill, as Directed	225	CY	\$ 50.00	\$ 11,250.00	\$ 56.91	\$ 12,804.75	\$ 46.00	\$ 10,350.00	\$ 35.10	\$ 7,897.50
18	Ductile Iron Pipe for Water Main 12 In. Diam	110	LF	\$ 150.00	\$ 16,500.00	\$ 284.72	\$ 31,319.20	\$ 238.00	\$ 26,180.00	\$ 313.73	\$ 34,510.30
19	Gate Valve 10 In.	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 3,748.13	\$ 7,496.26	\$ 1,742.00	\$ 3,484.00	\$ 1,783.43	\$ 3,526.86
20	Landscape Restoration	1	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
21	Cement Conc. Traffic Curb and Gutter	2,975	LF	\$ 30.00	\$ 89,250.00	\$ 27.27	\$ 81,128.25	\$ 38.00	\$ 113,050.00	\$ 34.90	\$ 103,827.50
22	Cement Conc. Sidewalk 4-Inch Thick	210	SY	\$ 100.00	\$ 21,000.00	\$ 115.21	\$ 24,194.10	\$ 129.00	\$ 27,090.00	\$ 121.58	\$ 25,531.80
23	Cement Conc. Sidewalk 6-Inch Thick	70	SY	\$ 100.00	\$ 7,000.00	\$ 194.81	\$ 13,636.70	\$ 156.00	\$ 10,920.00	\$ 201.59	\$ 14,111.30
24	Cement Conc. Curb Ramp	12	EA	\$ 2,000.00	\$ 24,000.00	\$ 2,317.94	\$ 27,815.28	\$ 2,591.00	\$ 31,092.00	\$ 3,697.14	\$ 44,365.68
25	Mailbox Support, Type 1	2	EA	\$ 750.00	\$ 1,500.00	\$ 709.30	\$ 1,418.60	\$ 700.00	\$ 1,400.00	\$ 630.38	\$ 1,260.76
26	Permanent Signing	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 8,136.75	\$ 8,136.75	\$ 7,761.00	\$ 7,761.00	\$ 7,231.46	\$ 7,231.46
27	Pavement Markings	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 14,791.47	\$ 14,791.47	\$ 14,108.00	\$ 14,108.00	\$ 13,145.78	\$ 13,145.78
28	Controlled Density Fill	150	CY	\$ 300.00	\$ 45,000.00	\$ 179.07	\$ 26,860.50	\$ 169.00	\$ 25,350.00	\$ 148.98	\$ 22,347.00

BID SUMMARY				Bidder #1		Bidder #2		Bidder #3			
Owner: CITY OF UNION GAP Project: STORM DRAINAGE IMPROVEMENTS HLA Project No.: 18156 Bid Opening Date: September 22, 2021				Total Site Services, LLC 2780 Salk Ave. Richland WA 99354		Belsaas & Smith Construction, Inc. P.O. Box 926 Ellensburg, WA 98926		Culbert Construction, Inc. 3905 E. "A" Street Pasco, WA 99301			
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount						
	Bid Subtotal:				\$ 1,667,840.00		\$ 1,715,618.32		\$ 1,787,869.00		\$ 1,824,302.96
	8.2% Sales Tax:				\$ 136,762.88		\$ 140,680.70		\$ 146,605.26		\$ 149,592.64
	<b>BID TOTAL</b>				<b>\$ 1,804,602.88</b>		<b>\$ 1,856,299.02</b>		<b>\$ 1,934,474.26</b>		<b>\$ 1,973,895.80</b>
ENGINEER'S REPORT				ADDITIONAL BID TOTALS							
Competitive bids were opened September 22, 2021. All bids have been reviewed by this office.  We recommend the contract be awarded to: Total Site Services, LLC.				<b>BIDDER</b>		<b>BID TOTAL</b>					
Digitally signed by Michael Uhlman Date: 2021.09.23 11:46:47 -07'00'				9-23-2021		LaRiviere, Inc. \$ 1,992,058.30					
Project Engineer				Date		Inland Infrastructure, LLC \$ 2,299,858.08					
						DW Excavating, Inc. \$ 2,371,096.96					
*Bid results can be found at: <a href="http://hlacivil.com">hlacivil.com</a>						*Highlighted amounts have been corrected.					



## City Council Communication

**Meeting Date:** September 27, 2021  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Resolution – Approval of Council Chambers Virtual Upgrade Bid

---

**SYNOPSIS:** Governor Inslee’s current COVID-19 related mandate requires that all open public meetings include a virtual component. Sousley Sound has provided the lowest responsible bid to upgrade the council chambers to allow for Zoom meetings.

**RECOMMENDATION:** Approve a resolution awarding the lowest responsible bid for upgrades to the council chambers to Sousley Sound, in the amount of \$2,237.58.

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

**FINANCIAL REVIEW:** COVID-19 reimbursement dollars will be used for this expenditure.

**BACKGROUND INFORMATION:** per the City’s Procurement Policy for expenditures between \$7,500 and \$15,000, three eligible vendors were requested to provide quotes to upgrade the council chambers to allow for Zoom meetings, with the following results:

<u>Sousley Sound</u>	<u>Delta AV</u>	<u>Jaymarc AV</u>
\$2,237.58	\$9,988.69	\$7,841.55

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Staff Memo to City Manager

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

**A RESOLUTION** authorizing the City Manager to accept the lowest proposal received by Sounsley Sound for the Council Chambers Virtual Upgrade Project.

**WHEREAS**, Governor Inslee's current COVID-19 related mandate requires that all open public meetings include a virtual component; and

**WHEREAS**, per the City's Procurement Policy for expenditures between \$7,500 and \$15,000, three eligible vendors were requested to provide quotes to upgrade the council chambers to allow for Zoom meetings;

**WHEREAS**, Sounsley Sound provided the lowest responsible bid of \$2,237.58, which includes labor, equipment and sales tax.

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

The City Manager is authorized to accept the bid from Sounsley Sound for virtual upgrades to the council chambers.

**PASSED** this 27<sup>th</sup> day of September, 2021.

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

ATTEST:

APPROVED AS TO FORM:

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

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

# CITY OF UNION GAP

UNION GAP, WASHINGTON  
509-248-0432

## MEMORANDUM

To: Arlene Fisher, City Manager  
From: Karen Clifton, Director of Finance & Administration  
Date: September 7, 2021  
Re: Bids Results for the Chambers Virtual Upgrade

---

As you are aware, under the governor's mandate, we are required to provide a virtual component to our open public meetings. Therefore, per our Procurement Policy for expenditures between \$7,500 to \$15,000, I contacted three eligible vendors to provide us with quotes to upgrade the council chambers to allow for Zoom meetings. We received the following bids:

	<u>Sousley Sound</u>	<u>Delta AV*</u>	<u>Jaymarc AV</u>
<b>Labor</b>	\$1,068.00	\$0.00	\$2,201.00
<b>Equipment</b>	\$1,000.00	\$9,988.69	\$3,542.19
<b>Mobility</b>	\$0.00	\$0.00	\$1,114.90
<b>Project Mgmt</b>	\$0.00	\$0.00	\$264.12
<b>Sales Tax</b>	<u>\$169.58</u>	<u>\$0.00</u>	<u>\$719.34</u>
<b>Total</b>	<b>\$2,237.58</b>	<b>\$9,988.69</b>	<b>\$7,841.55</b>

\* Quote includes all equipment installation costs

The lowest bid is from Sousley Sound, in the amount of \$2,237.58. Andy at Sousley Sound explained that he feels we have enough equipment in the chambers already; he just needs to do some further configuration to enable it to work for a virtual component. Sousley Sound is a local vendor who has a long track record of working with our City, as well as the City of Yakima and Yakima District Court.

I recommend that the bid be awarded the lowest bidder, Sousley Sound, placing it on the September 27<sup>th</sup> agenda for Council approval.



## City Council Communication

**Meeting Date:** September 27, 2021  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Resolution – OIC of Washington Vendor Agreement for COVID-19 Utility Payment Assistance to Low-Income Residents

---

**SYNOPSIS:** OIC Of Washington requests that the City join into a vendor agreement that will enable them to assist in paying portions of delinquent utility accounts for low-income customers within the City of Union Gap.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign a vendor agreement with OIC of Washington, to assist low-income residents with utility billing payments.

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

**FINANCIAL REVIEW:** There is no cost to the City for this service.

**BACKGROUND INFORMATION:** discussed at the 9/20/2021 study session.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Vendor Agreement with OIC of Washington

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

**A RESOLUTION** authorizing the City Manager to sign the Vendor Agreement with OIC of Washington, to allow for utility payment assistance to low-income households that have been adversely affected by the coronavirus pandemic.

**WHEREAS**, OIC Of Washington requests that the City join into a vendor agreement that will enable them to assist in paying portions of delinquent utility accounts for low-income customers within the City of Union ; and

**WHEREAS**, the City desires to enter into this Agreement with OIC of Washington in order to help struggling citizens;

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

The City Manager is authorized to sign a Vendor Agreement with OIC of Washington, to assist in paying portions of low-income citizen's utility payments, as they struggle during the coronavirus pandemic.

**PASSED** this 27<sup>th</sup> day of September, 2021.

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

ATTEST:

APPROVED AS TO FORM:

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

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

# VENDOR AGREEMENT

This agreement, dated as of October 1, 2021 through September 30, 2022, is entered into by and between OIC of Washington, (*Agency*), and City of Union Gap, a supplier of home water and/or waste water, (*Vendor*).

## PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

## AGENCY RESPONSIBILITIES

The Agency shall:

1. Accept and review client applications and determine eligibility of households for payments.
2. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
5. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
7. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

## WATER VENDOR RESPONSIBILITIES

The Vendor shall:

1. Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30 days.
2. Notify the customer of the amount of benefit payment applied to the customer's billing.
3. Keep customer records confidential.
4. Maintain records for four (4) years from the date of this agreement, or long if the vendor is notified that a fiscal audit for a specific program year is unresolved.

5. Not treat adversely, or discriminate against any household that receives assistance payments, either in the cost of the goods supplied or the services provided.
6. Upon request of the agency, provide eligible customer's consumption history and account balance for the sole purpose of determining customer benefit.
7. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Washington Administrative Code related to moratorium, if governed by that ruling.
8. Make records available for review by authorized staff of the agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

**REQUIRED RECORDS FOR AUDIT PURPOSES**

The vendor will keep records showing the following:

1. Name and address of households who received assistance payments.
2. Amount of assistance to each household.
3. Source of payment.

**OTHER PROVISIONS**

**Term of Agreement**

This agreement is effective from the date of execution.

**Termination**

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

**Assignment of Agreement**

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

**Agency**

**Vendor**

\_\_\_\_\_  
 Signature  
Steve Mitchell  
 Printed Name  
CEO  
 Title  
OIC of Washington  
 Name of Company  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature  
Arlene Fisher  
 Printed Name  
Citly Manager  
 Title  
City of Union Gap  
 Name of Company  
 \_\_\_\_\_  
 Date



## City Council Communication

**Meeting Date:** September 27, 2021

**From:** Arlene Fisher, City Manager

**Topic / Issue:** Resolution – City of Union Gap Public Defender Contract

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**SYNOPSIS:** The City has contracted with Attorney Robert R. Northcott for approximately six years. We pay Mr. Northcott \$145.00 case. Mr. Northcott represents defendants who either Fail to comply or Fail to appear in court. Mr. Northcott has asked for an increase to \$175.00 per case.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign a new contract with Mr. Robert Northcott for public defender services.

**LEGAL REVIEW:** Reviewed by City Attorney

**FINANCIAL REVIEW:**

**BACKGROUND INFORMATION:** The previous contract provided for compensation well below comparable rates. This contract alleviates those concerns. The City has funds in the current budget to support this increase.

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:**

1. Resolution
2. Contract

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

A **RESOLUTION** authorizing the City Manager to sign a contract with the **Robert R. Northcott** for public defense services.

**WHEREAS, Robert R. Northcott** is an experienced attorney in criminal defense who has been contracted with the City to provide indigent defense services; 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 contract with **Robert R. Northcott** for public defense services.

**PASSED** this 27<sup>th</sup> day of September, 2021.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**CONTRACT FOR INDIGENT DEFENSE SERVICES WITH  
THE CITY OF UNION GAP**

WHEREAS, the City of Union Gap, Washington (hereinafter "City") provides public defense services pursuant to contract with attorney **Robert R. Northcott** (hereinafter "Public Defender"), and

WHEREAS, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled Wilbur, et al v. Mt. Vernon, et al (hereinafter the "Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth and Fourteenth Amendments to the United States Constitution, and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting System, and

WHEREAS, the City has conducted an evaluation of its public defense system, including the court system and appointment process, and

WHEREAS, the City desires to amend its contract to bring it into compliance with the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City. NOW THEREFORE,

In consideration of the mutual benefits to be derived and the promises contained herein, the City and the Public Defender have entered into this Agreement.

1. Scope of Services, Standards and Warranties. The Public Defender will provide indigent defense services in misdemeanor cases in accordance with the standards adopted by the City in Resolution 14-37 as the same exists or is hereafter amended (hereinafter "Standards") and the Decision. The Public Defender individually warrants that he/she, and every Public Defender and/or intern employed by the Public Defender to perform services under this contract, has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement.

1.1 The Public Defender, and every attorney and/or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load quarterly with the Yakima County District/Union Gap Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Public Defender and every attorney and/or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. Public Defender will maintain and provide to the City a quarterly report detailing:

1.2.1 the number of cases assigned during the period and the time spent on each case;

1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;

1.2.3 the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and

1.2.7 the percentage of the Public Defender's practice spent on civil or non-criminal matters.

1.3 The Public Defender further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, Support, administrative Services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.4 below.

1.4 The Public Defender promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

2. Compensation. Effective September 27, 2021 the City shall pay to the Public Defender for services rendered under this Contract the sum of \$175.00 per case assigned (not per appearance) which is the amount for a bi-lingual attorney if necessary. Probation cases for Failure to Comply (FTC's) shall be charged \$175.00 per case. Cases assigned are 10 cases not to exceed 100 cases. Also as part of the Public Defender compensation, the Public Defender agrees to be present at preliminary hearings as the need arises. Should a conflict arise, the Public Defender shall forward any comments to the Court regarding the status of the defendant prior to the commencement of the preliminary hearing. The Public Defender shall receive an additional \$100.00 per hour for reasonable trial preparation and trial time should a case go to trial.

The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.4 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Section 2.5 and its Sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience.

The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision with an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he/she will devote his/her full effort to the performance of this agreement and will undertake no private practice of law or other public contract that would impede his/her ability to perform under this agreement or reduce the case count available to each Attorney. The Public Defender additionally represents that he is bi-lingual and competent to communicate with clients in either Spanish or English.

2.1 Base Compensation. Except as expressly provided in Section 2.4, the cost of all infrastructure, administrative, support and systems as well as standard overhead services necessary to comply with the established standards are included in the base payment provided in Section 2.1 above.

2.2 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

2.2.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorneys making any charge or court files pertaining to the underlying case.

2.2.2 Preauthorized Expenses. Case expenses may be requested by the Public Defender and preauthorized by order of the Court. Unless the services are performed by Public Defender's staff or subcontractors, such expenses include, but are not limited to:

- (i) Investigation expenses;
- (ii) Medical and psychiatric evaluations;
- (iii) Expert witness fees and expenses;
- (iv) Interpreters;
- (v) Polygraph, forensic and other scientific tests;
- (vi) Unusually extensive computerized legal research; and
- (vii) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Public Defender may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

2.2.3 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

2.2.4 Copying Clients' Files. The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

2.2.5 Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public Defender is limited to no more than two copies;

2.2.6 Records. To the extent such materials are not provided through discovery, medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and

2.2.7. Process Service. The normal, reasonable cost for the service of a Subpoena.

2.3 Review and Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

3. Term. The term of this agreement shall be for one year from September 1, 2018 through September 31, 2019. unless sooner terminated as provided herein. The Agreement may be extended for two additional one year terms at the mutual agreement of the parties.

3.1 For Cause. This agreement may be terminated for good cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Public Defender providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

3.3 Obligations survive Termination. In the event of termination of this agreement, the following obligations shall survive and continue:

3.3(a) If for any reason the Public Defender does not appear in court and a replacement attorney is not representing clients; and the City Manager is not notified the of non-appearance, the contract shall terminated within 5 days by the City Manager;

3.3.1 Representation. The compensation established in this agreement compensates Public Defender for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Public Defender will continue to represent clients on assigned cases until a case is concluded on the trial court level.

3.3.2. The provisions of sections 1 and 5, as well as this subsection 3.3 survive termination as to the Public Defender. The City shall remain bound by the

provisions of section 2.2 with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. Indemnification. The Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, and including claims by Public Defender's own employees to which Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Public Defender, his/her officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the Public Defender, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Public Defender shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Public Defender, or the agents, representatives, employees, or subcontractors of the Public Defender.

7. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to

Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at Public Defender's Risk. Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Public Defender has personally signed this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Public Defender without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Public Defender. An additional attorney may be added to this Agreement by adding his or her signature to these agreements.

1. Entire Agreement, Prior Agreement Superseded. The Written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall Supersede any and all prior agreements between the parties.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

**CITY:**

Arlene Fisher, City Manager  
P.O. Box 3008/ 102 W. Ahtanum  
Union Gap, WA 98903

**PUBLIC DEFENDER:**

Robert R. Northcott  
505 South 3<sup>rd</sup> Avenue, Suite #5  
Yakima, WA 98902

13. Non-waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF UNION GAP

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

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Karen Clifton, City Clerk

By: PUBLIC DEFENDER

\_\_\_\_\_  
Robert R. Northcott  
ADDRESS: 505 S. 3<sup>rd</sup> Ave., Suite #5  
Yakima, WA 98902  
Phone #509-901-1670

APPROVED AS TO FORMA:  
OFFICE OF CITY ATTORNEY

By: \_\_\_\_\_  
Bronson Brown, City Attorney, Union Gap

# CONSENT AGENDA

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
**Union Gap, Washington**  
**September 13, 2021, Regular Meeting**  
**MINUTES**

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

Council Members Present Council Members Murr, Wentz, Galloway, Hansen, Schilling, and Dailey were present.

Staff Present City Manager Fisher, Police Chief Cobb, Public Works and Community Development Director Henne, Civil Engineer Dominguez, Finance and Administration Director Clifton, City Attorney Brown, and Fire Chief Markham were present.

Audience Present See attached list.

Pledge of Allegiance Council Member Murr led the pledge of allegiance.

Remove executive Session from the Agenda Mayor Hodkinson announced that they are removing the Executive Session and will not be having that.

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

Regular Council Meeting Minutes dated August 23, 2021 as attached to the Agenda and maintained in electronic format.

Payroll Vouchers – EFT’s and Voucher Nos. 103341 through 103347 for the month of August 2021, in the amount of \$441,863.07.

Claims Vouchers – EFT’s and Voucher No. 10339 through 103340 and 103348 through 103419 for September 13, 2021, in the amount of \$476,608.82.

Council Member Schilling stated the names were missing on the list for the checks and she did call in to Arlene, but thought that we make sure that they be put in in for their actual records. City Manager Fisher replied that she had spoken to Council Member Schilling and we do have the actual record on file in payroll so it’s all appropriate.

Motion carried unanimously.

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – September 13, 2021*

Items from the Audience

Mark Crouchet gave an update on activities, that they have a book sale at LaSalle this Saturday from 9:00 a.m. to 3:00 p.m., please come out and check it out with us. He had no other updates at this time.

General Items

Presentations

Library & Community  
Center Update – Matt Reed,  
BORA Architecture

Matt Reed of BORA Architecture addressed the Council stating that earlier this year the construction costs had increased and the extreme volatility has worked itself out, however the prices have not returned to pre pandemic levels. The lumber prices have come down but anything mineral based, such as copper, steel and wiring has gone up. Labor prices are also on the rise and are not expected to level out until mid-2022, early 2023. Mayor Hodkinson stated that they would have to take a look at it again in the Fall to see where we are. Mr Reed agreed.

Central Washington Save the  
Children Action Network  
(SCAN) – Claudia Villatoro

Mayor Hodkinson stated that were taking off the Central Washington Save the Children Action Network (SCAN) item. City Manager Fisher stated that the presentation will be rescheduled for the September 27, 2021 meeting.

Public Hearing

Repayment Agreement  
between City and  
TWOEAGLES Properties  
LLC.

Mayor Hodkinson opened a public meeting at 6:10 p.m. to consider oral and written comments regarding proposed Repayment Agreement between the City and TWOEAGLES Properties LLC. No written comments had been received. Public Works and Community Development Director Henne gave an overview of the project and stated that the City had received a Yakima county SEID loan to extend sewer from S. 8<sup>th</sup> Avenue to 16<sup>th</sup>, and S. 16<sup>th</sup> and W. Washington Avenue in the amount of approximately 790,000.00 and will be split 50/50 between The City of Union Gap and TWOEAGLES Properties with the Repayment Agreement. The interest rate will be 3.56%, and is a 10 year contract.

With no public comment or testimony, Mayor Hodkinson closed the public Hearing at 6:15 p.m.

Public Works & Community  
Development

Resolution No. – 21-24 –  
Repayment Agreement  
between City and  
TWOEAGLE Properties  
LLC

Motion by Council Member Wentz, second by Council Member Galloway to adopt Resolution No. – 21-24 – authorizing the City Manager to sign a Repayment Agreement between the City and TWOEAGLE Properties LLC. regarding the repayment by Twoeagles to the City for portions of the costs of sanitary sewer to be constructed by

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – September 13, 2021*

the City which will serve and benefit property owned and to be developed by Twoeagles.

Council Member Schilling asked if anyone had any financial interest in this project on the board. After some silence, Mayor Hodkinson replied No. Motion carried unanimously.

Resolution No. – 21-25 –  
Public Sewer Easement  
Termination and Relocation  
Agreement

Public Works and Community Development Director Henne gave an overview of the need to relocate a sewer easement as discussed during previous public works comity meetings. Motion by Council Member Wentz, second by Council Member Hansen to approve Resolution No. – 21-25 – authorizing the City Manager to sign a Public Sewer Easement Termination and Relocation Agreement between the City and Terrence and Sharon Truhler for the purpose of relocating a public sewer easement.

Council Member Schilling asked if anyone had any financial interest in this project. Mayor Hodkinson replied I don't know, do you? Schilling replied no, Mayor Hodkinson replied than I guess not.

Council Member Dailey asked if the line would be closed and reopened. Henne replied that existing line would stay functioning until the new line is in and the old line will be closed after that point. Henne stated that demolition should begin this week.

Motion carried unanimously.

Proclamation

Proclaiming September 2021  
as Childhood Cancer  
Awareness Month

Mayor Hodkinson read into record and made a Proclamation proclaiming September 2021 as Childhood Cancer Awareness Month

City Manager

2022 Legislative Priorities

City Manager Fisher updated the Council the County Commissioners are asking for our Legislative priorities. Fisher requested members email her or they could be discussed now. Council Member Wentz replied South Broadway, Mayor Hodkinson said legislative fixes, Council Member Schilling said that fixes should be high on the priority list. Fisher stated that they needed to be submitted by Wednesday, please email any additional ideas.

City Manager Report

City Manager Fisher stated that she had received an email from Loraina Fernandez with Meals on Wheels, and they don't have any plans to open up any dining rooms due to the spike in COVID outbreak, however they

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – September 13, 2021*

are currently providing 7 day frozen meals to 34 seniors, and in Yakima County they served 3279 in 2020 and anticipate in 2021, they will serve over 4874 meals and 38 meals to our Seniors in Union Gap. They are still getting services but are unfortunately missing that social contact.

Items from the audience

None.

Communications/Questions/  
Comments

Council Member Schilling stated that she has a signed book for our new library, and people can start checking it out via the Community Center people.

Violation to the Code of  
Conduct

***Due to the content of the meeting, the services of Tina Steinmetz were utilized for the remainder of the meeting. See attached transcription.***

Adjournment of Meeting

At 6:50 p.m., Mayor Hodkinson adjourned the September 13, 2021 regular Council Meeting.

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Arlene Fisher-Maurer, City Manager

ATTEST:

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Karen Clifton, City Clerk



1 CITY ATTORNEY: I -- I can -- I can summarize for  
2 the council what's going on.

3 COUNCIL MEMBER SCHILLING: Okay.

4 CITY ATTORNEY: Julie, you can -- Ms. Schilling,  
5 you can do what you -- you want to do. So, as long as  
6 council allows me to get through this, I will proceed.

7 So, one of the -- the -- I guess the -- the biggest  
8 issue on the code of conduct, and it also is in the  
9 RCW 35A.13.120, is since this is a manager council  
10 form of government, council members are policy makers.  
11 The administrative dealings with the City run through  
12 the City manager. So, if the council wishes to -- to  
13 communicate with City staff, they need to go through  
14 the City manager. That's how the code of conduct is  
15 laid out, that's what council passed and also, per  
16 state law, that is what it requires for a manager  
17 council form of government. Okay. So, let me get  
18 into this now.

19 First, on August -- if you recall, on August 22<sup>nd</sup>,  
20 there was a homicide at the mall and -- Chief Cobb was  
21 actively dealing with the homicide and -- and -- and  
22 I'll just read a part of it. So, on Sunday, August  
23 22<sup>nd</sup>, approximately 6:29, KIMA announced heavy police  
24 activity at the Valley Mall, and this is from Arlene.  
25 Arlene says, "I sent Chief Cobb a text asking hey

1           there, what's going on at the Valley Mall?" He replied  
2           "homicide. Just got here. Will call you later."

3           Then at 7:26 Chief Cobb called informing of the  
4           limited information that he had and asked if I could  
5           send an email out to council members because -- Arlene  
6           was sure probably everyone on the council will want to  
7           know what was going on. And so, Chief Cobb gave Arlene  
8           an -- an outline of what to -- to send out to council.

9           At this time, though, as you see -- as you'll see  
10          in the documents, Chief Cobb was extremely upset. He  
11          was under extreme amount of stress in investigating  
12          this homicide with the suspect on the loose and he  
13          reported to -- City manager Arlene Fisher, that Council  
14          Member Schilling called him right during the active  
15          homicide investigation. He didn't know -- he didn't  
16          recognize the number, so he thought it was from a  
17          detective. So, he picked it up and -- and -- and at  
18          7:39 -- well, he said -- I should -- I would not have  
19          answered the phone, but the call came under a different  
20          phone number. He continued and said "I was waiting  
21          for a call from the Washington State Patrol lieutenant.  
22          I assured -- because I assured the lieutenant, I would  
23          address this issue."

24          But at that time the call wasn't from the lieu-  
25          tenant, it was from Julie Schilling asking what was

1 going on and -- and -- and demanding to know some  
2 information because she had people from the community  
3 calling her.

4 So, at that point, here -- so, at that point,  
5 recall after that happened, then notification went out  
6 to all of council, briefly, of what -- what was going  
7 on with the homici -- homicide. There was a news  
8 release. But what that did is it left the City manager  
9 and the -- and the police chief pretty upset. Right  
10 in the middle of a homicide and they're having to deal  
11 with a council member that wants to know what's going  
12 on at that moment.

13 And -- and -- and like the code of conduct says,  
14 Ms. Schilling should have been working through the City  
15 manager. And even though it was the weekend, the code  
16 of conduct doesn't distinguish if you want to contact  
17 staff, even if it's on the weekend, you still have to  
18 work through the City manager.

19 A couple other things and then I'll get back to  
20 the -- the homicide piece. So, there's -- there's  
21 some other im -- other reports in there you'll see. I  
22 want to highlight, before we get off of Arlene, because  
23 there's some of the others.

24 So, if you recall, a couple years ago, the City  
25 received a grant from the State, a \$2,000,000.00 grant

1 for the library and notice was sent to the City that  
2 the State senator [inaudible - mumbled] had -- had  
3 worked to get that for the City. City staff -- City  
4 manager had no idea that that was coming and so, at  
5 the -- council meeting on -- June 10<sup>th</sup>, Arlene made a  
6 report to the city council that a grant had been re-  
7 ceived for \$2,000,000.00 and -- per -- and -- and  
8 Arlene made a memorandum and noted this what had hap-  
9 pened next.

10 So, after that meeting, on June 10<sup>th</sup>, Councilwoman  
11 Schilling was very angry and in Arlene's words "ap-  
12 proached me and said how dare you? I will bury you."  
13 And Arlene asked, "why are you so angry?" She said,  
14 "I got the grant, I should -- and I shouldn't have  
15 made the announcement." My reply was "neither I nor  
16 the City knew she was advocating for a grant. We had  
17 zero knowledge."

18 And the next -- she, which is Julie Schilling,  
19 continued to yell at me, kept pointing her finger at  
20 me to the point where she touched my chest. I kept  
21 backing away, I was extremely upset. I did nothing  
22 wrong.

23 So, that was two years ago. And then if council  
24 recalls, at the last council meeting at -- after the  
25 council meeting, there might have been some council

1 members still here; but there was -- and let me get to  
2 it right here. There was an interaction between Coun-  
3 cilwoman Schilling and Arlene Fisher about the issue  
4 with -- Ms. Schilling contacting Chief Cobb regarding  
5 the homicide. And -- let me read it here so I don't  
6 get it wrong.

7 So, after the meeting, Council Member Schill --  
8 and this is in Arlene's words, the memo, Council Member  
9 Schilling was angry and demanding that Chief Cobb and  
10 I speak to her about the Mall incident. Chief Cobb  
11 was engaged in a conversation with Deputy Mayor Wentz.  
12 She began pointing her finger at me and yelling why  
13 didn't you declare an emergency and you didn't get the  
14 information out? She continued saying I had citizens  
15 calling me, wanting to know what happened.

16 I informed Council Member Schilling by calling  
17 the Chief in the middle of a homicide investigation  
18 she violated the code of conduct. I reminded her that  
19 as City manager she needs to contact me. She continued  
20 to yell at me and said, "you are never around." I  
21 replied that I was home and saw the news clip, just  
22 like everyone else.

23 At this point in the conversation, I became -- I  
24 was angry at the false accusations of "I'm not around."  
25 I didn't get the information out timely, and I don't

1 do my job. In addition, I advised Council Member  
2 Schilling we do not have a council member via City  
3 manager problem; we have a woman-to-woman problem. And  
4 then at that point, Arlene said that she was very  
5 upset, and she left. And when she got in her car she  
6 was -- and I -- I think Arlene will give me permission  
7 to share this. It got her so worked up she was on the  
8 verge of a diabetic episode, was shaking so badly and  
9 in her words "I could barely eat the candy, I needed  
10 -- I needed and I spilled a can of Coca Cola on my  
11 blouse." After about ten minutes I was able to drive  
12 home.

13 And so, in Arlene's words, she can't continue to  
14 deal with interactions like this. It feels like she's  
15 being bullied.

16 And the -- if we go back to the incident two years  
17 ago with the library grant -- we -- we can -- and --  
18 and -- and if someone else has something that they --  
19 information they want to share, they can too. But I  
20 have several other things here -- so, two years ago -  
21 - in the library issue -- after that meeting, that was  
22 -- Arlene Fisher's husband was also present and -- he  
23 ended up noting what happened because this was his  
24 first interactions, he had ever had with Council Member  
25 Schilling.

1           And then his words, he says -- and this is at the  
2           end of the July 8<sup>th</sup>, 2019, meeting I was talking to  
3           Council Member Dave Matsen about his volunteer work at  
4           Rod's house. During the conversation, Council Members  
5           Julie Schilling interrupts us and said to me "Hi Rich.  
6           How are you?" I said, "I'm fine thank you." She then  
7           said, "That's good because you're gonna need to be  
8           taking care of your wife." And -- and according to -  
9           - to Mr. [inaudible - mumbled] that I find her actions  
10          and comments concerning. This is the first time she  
11          has ever said hi to me or really acknowledge me. She  
12          was visibly angry because the outcome of the meeting  
13          was not in her favor. I wasn't sure if her comments  
14          were meant as a physical threat to my wife or if she  
15          just planned to make my wife's job as miserable as  
16          possible going forward.

17                 And those are some of the issues that have --  
18                 have gone on with Arlene. There's -- there's some  
19                 other things in the packet -- that a few of the clerks  
20                 have noted. I can go over there. There's some inci-  
21                 dences that City Clerk Karen Cliffton has noted, and  
22                 I can highlight. Let me just highlight a couple of  
23                 those things and then you can read through them in  
24                 more detail.

25                 So, Karen Cliffton -- outlined a few -- a few

1 things. She says in the past she's received several  
2 phone calls from Council Member Schilling, often they  
3 come on Fridays when the City's is short staffed. De-  
4 partment directors and city managers are out of the  
5 office. Often when the calls come in, she says that  
6 she's unable to get a hold of Arlene, Greg or Dennis  
7 so she's calling me for answers to questions that don't  
8 relate to my department.

9 Karen then goes on to explain I'm not familiar  
10 with the issues. She -- says Council Member Schilling  
11 is often upset, frustrated even though I have nothing  
12 to do with it. In Karen's words. She identifies one  
13 particular incident when Dennis and Arlene were out of  
14 the office. Julie needed to discuss the library bricks  
15 and Karen said I have nothing to do with the library  
16 bricks and I'm unable to help you.

17 But she insisted she needed the answer now. I  
18 discussed this with Dennis and when he returned, he  
19 explained that he had already spoken to individuals  
20 who were in charge of the bricks and that Schilling  
21 had not -- should not even be involved with this issue.  
22 So, I called Julie back and explained this, but she  
23 insisted she was helping out all of those individuals  
24 and needed answers right now.

25 Karen goes on to say how frustrating calls like

1 this are because she's been told numerous times contact  
2 Arlene directly if she has questions for staff and she  
3 repeatedly continues to -- to contact Karen directly.

4 There are -- and there are a few other things,  
5 and you can read through this. There's been times in  
6 the past -- when Council Member Schilling and Daven  
7 Hansen, they linger after council meetings, or study  
8 sessions, which is fine; but she says -- she's cleaning  
9 out, she's worked all day, she has a long day, she  
10 needs to go home. So, in one particular incident after  
11 the study session on August 2<sup>nd</sup>, after the meeting,  
12 Julie had left all of her things on the dais and went  
13 outside to talk to guest speaker Verlynn Best. She  
14 stood outside for quite a while.

15 Karen said she kept an eye on her because she  
16 knew she had left her things inside, and she wouldn't  
17 be able to get inside because the doors were locked.  
18 So, Karen went on putting things away and Karen was -  
19 - she put -- she had to go back and put the recorder  
20 in the safe and then was going to intend to check on  
21 Julie after she returned to see if she was done talking  
22 so she could let her in. And the next thing she noticed  
23 Julie was very upset because she had to walk around  
24 the outside of the building knocking on windows until  
25 someone let her in.

1           And Sergeant Rivera ended up coming over from the  
2 lease side of the -- police side of the building with  
3 Julie. And Karen asked her why she did not have her  
4 key and she said she left it with her things on the  
5 dais. When Julie contacted me to me -- it made me  
6 feel like a scorned child. In Karen's -- in Karen's  
7 words and -- thinks her behaviors is disrespectful.

8           There's -- there's a few things in here from Chief  
9 Cobb, aside from the -- the homicide. As you all know,  
10 Chief Cobb, when Arlene is out of the office, sometimes  
11 he'll receive the assignment to be the acting City  
12 manager and there's been a few of these times, a couple  
13 of times, and in his words, he says -- on a couple  
14 occasions -- Chief Cobb thinks she's -- takes advantage  
15 of the situation that Arlene's out of town. On a  
16 couple of occasions this last fall, as he was acting  
17 as City manager capacity, in Greg's words, Chief Cobb's  
18 words, Ms. Schilling and I were talking about City  
19 business when she expressed her frustration with Ar-  
20 lene's perceived performance or lack thereof.

21           The first time this happened, Chief Cobb admon-  
22 ished her and said that it's not appropriate to talk  
23 about that with me and the second time it happened he  
24 admonished her again and said it wasn't appropriate.

25           Chief Cobb kind of concluded with -- that Ms.

1 Schilling -- Council Member Schilling continues to  
2 contact him directly, despite what the code of conduct  
3 says. In fact, when he wrote this memorandum that I'm  
4 taking this information from on -- on September 8<sup>th</sup>,  
5 he said he received an email from her today. She  
6 chastised me for not agreeing with her on a topic of  
7 training the mayor on some specific items relating to  
8 House Bill 1054.

9 There's -- there's another letter in here from  
10 one of the -- one of the City staff, Ms. Martinez.  
11 She's had a few interactions with Council Member Schil-  
12 ling. She -- identifies one particular incident on  
13 July 29<sup>th</sup> receipt -- she reports she received a phone  
14 call from Council Member Schilling in regards to her  
15 interest in reserving one of the Union Gap halls. Ms.  
16 Schilling mentioned that it was a very important event,  
17 she needed to find out availability and price to re-  
18 serve the hall.

19 I gave her options on the date she was -- on the  
20 date she was wanting, along with the price to rent the  
21 building for the hours that she needed it for. And  
22 once I let her know about the rates to reserve the  
23 hall Ms. Schilling got upset with me and told me that  
24 was incorrect and the City has -- has charged less for  
25 similar events in the past.

1 Ms. Schilling indicated that I needed to check  
2 with someone else because the rates I had given here  
3 were too much and not correct. I let Ms. Schilling  
4 know that I will double-check with Dennis, the director  
5 of public works department and call her back once I  
6 confirmed the information that I was quoting was cor-  
7 rect. She then mentions this is not the first time  
8 Council Member Schilling has got upset with her. There  
9 had been a couple of other times when she's been rude.

10 She then ends -- and comments the times I have  
11 encountered Ms. Schilling to help in her requests she  
12 has made me feel like I do not belong here, or I am  
13 not capable to help her.

14 There's another report from another employee,  
15 Theresa Lopez, talks about -- lists examples of all of  
16 the different contacts that Council Member Schilling  
17 usually has with her over the last period of time, the  
18 last couple years. She goes in the past four years  
19 I've dealt with Ms. Schilling in many issues. I've  
20 treated Ms. Schilling with the utmost respect. I've  
21 never disrespected her in any way. I've always tried  
22 to help her in any way possible.

23 And then she lists some examples -- of her inter-  
24 actions with her. She -- a couple of the things she  
25 mentions is that Ms. Schilling will call her and ask

1 for something and want answers right away. She -- and  
2 there's been several times when she calls about the  
3 newsletter, calling two or four times a day regarding  
4 that, asking when it's going to be out, if it's off at  
5 the printers, wanting to make changes to the neslett  
6 -- newsletter at the last minute and claiming that  
7 she's calling her because Karen or Chief Cobb won't  
8 answer. And then she -- she ends by saying on differ-  
9 ent occasions I feel belittled by the way she'll ask  
10 for something and make me feel like I don't understand  
11 why she's -- what she's trying to convey.

12 Those are -- that's kind of a flavor of the --  
13 what's in your packet. And like I said, there --  
14 there's several items on the -- on the code of conduct.  
15 The most serious one, though, as you can see, is -- is  
16 the repeated contacts that Council Member Schilling  
17 has had over the last few years with staff directly.  
18 When council has passed a resolution, passed the or-  
19 dinance, that all communication be run through the City  
20 manager.

21 So, Mayor, that's -- that's my report. If you  
22 need any other information from me, let me know. If  
23 there's any other information that council wants to  
24 share.

25 COUNCIL MEMBER: Okay. Thank you. Yes?

1 MR. ? : I've got upset with people --

2 CITY ATTORNEY: The -- I just got something from  
3 Mike that he can't hear.

4 MS. ? : Can you turn -- can you turn it up,  
5 sir?

6 COUNCIL MEMBER: There we go.

7 MR. ? : [Audio not discernable - next four par-  
8 agraphs inserted from written document].

9 During the year prior to my becoming a council  
10 member my wife and I joined the library committee. It  
11 was during that time that we had many meetings with  
12 Ms. Schilling believing she was a real asset to the  
13 city. As time went on it became clear that her intent  
14 was to discredit the city manager and have her way in  
15 all things. During this time the following are a few  
16 of the issues she was very vocal about.

17 Ms. Schilling has extreme dislike for the City  
18 Manager. She told me many times about some of the  
19 things she dislikes that didn't meet with her approval.  
20 The Rotary Club, having memberships in various clubs.  
21 She also felt her salary is exorbitant and she takes  
22 too many days off.

23 Library committee: She wanted all things to go  
24 her way and got upset when people didn't agree with  
25 her.

1           She accused the City Manager of attempting to  
2 delay paper work regarding the library grant. She  
3 stated that this was evidence by the news letter being  
4 delayed twice. In other words, she figured since the  
5 news letter didn't get out by her schedule that the  
6 letter to the Chamber of Commerce would also be delayed  
7 on purpose.

8           She -- repeatedly complained about the City man-  
9 ager's involvement with the library grant stating she  
10 should be in charge. I've told her several times on  
11 the phone to let it go, it'll all work out and nothing  
12 good will ever come of it -- of her continual com-  
13 plaining. As a result, she stated that I'd resigned  
14 as the library spokesman. I did not.

15           Another time she really got into my face and fol-  
16 lowed my wife and me to my car and commenced yelling  
17 saying "I suggested the wrong person to take the grant  
18 writing class."

19           In a meeting discussing how to raise money for a  
20 Proposition 1 sign I mentioned that the meeting usually  
21 held in City Hall could not be held that following  
22 Thursday because the City manager had use for it. She  
23 gave a very unsater -- unsatisfactory response to that.

24           Now, she spends a great deal of time finding fault  
25 with anything that doesn't meet her agenda. You've

1           seen this in a council meeting from time to time. She  
2           wants to be in charge of everything. Thank you.

3           COUNCIL MEMBER:       Okay. On hearing those re-  
4           ports, I would entertain a motion to have staff prepare  
5           a resolution for sanction for the next regular meeting.  
6           If I do not get a motion, then this will die.

7           MR. ? :       So moved.

8           MR. ? :       Second.

9           COUNCIL MEMBER:       Okay. I've got to have a mo-  
10          tion made and seconded to have the appropriate docu-  
11          ments prepared for the next council meeting. I'll  
12          call for a roll call vote and I will start, and I vote  
13          I. Roger?

14          ROGER:       I.

15          COUNCIL MEMBER:       Jack?

16          JACK:        I.

17          COUNCIL MEMBER:       Sandy?

18          SANDY:        I.

19          COUNCIL MEMBER:       Yeah, go ahead?

20          MR. ? :        No.

21          COUNCIL MEMBER:       Ms. Schilling?

22          COUNCIL MEMBER SCHILLING:        No.

23          COUNCIL MEMBER:       And James?

24          JAMES:        I.

25          COUNCIL MEMBER:       Okay. The motion passes.











## City Council Communication

**Meeting Date:** September 27, 2021  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers – September 27, 2021

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**SYNOPSIS:** Claim Vouchers Dated September 27, 2021

**RECOMMENDATION:** Request Council to approve EFTs and Vouchers Nos. 103420 through Voucher Nos. 103482, in the amount of \$333,659.84.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

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

# WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 09:39:52 Date: 09/22/2021

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5422	09/27/2021	Claims	2		EFT CENTURY LINK - LD	107.09	LONG DISTANCE - 09/2021
5423	09/27/2021	Claims	2		EFT OFFICE DEPOT-CITY HALL	156.70	INK CTG'S; SCREEN PROTECTORS; GEL PENS
5424	09/27/2021	Claims	2		EFT SPECTRUM BUSINESS	104.59	CIVIC CENTER TV SVC - 09/2021
5425	09/27/2021	Claims	2		EFT US BANK CARDMEMBER SVC	156.39	COBB / GOLDSMITH MEETING - 08/25/2021; BLEEA TRAINING - VANOVER; LEAD FUEL - 09/2021
5364	09/17/2021	Claims	2	103420	MEDSTAR CABULANCE,	74,919.54	DIAL A RIDE / FIXED ROUTE- JULY 2021; DIAL A RIDE / FIXED ROUTE -
5426	09/27/2021	Claims	2	103421	AMAZON CAPITAL SERVICES, INC	150.29	DEPOSIT BAGS - DOUBLE PAYMENT; DISPOSAL FACE MASKS; DEPOSIT BAGS & EXPANDING WALLET; BLACK DOTS, PAPER CLIPS, DESK PROTECTOR AND MESH PEN CUP; ELECTRONIC FLASHER FOR LED TURN SIGNAL LIGHT BULB
5427	09/27/2021	Claims	2	103422	AMERIFUEL	2,192.88	FUEL - 9/01 - 09/15/2021
5428	09/27/2021	Claims	2	103423	ATLAS STAFFING INC	3,602.42	SEASONAL PARKS; WEEK WORKED 08.28.21; SEASONAL PARKS; WEEK WORKED 09.04.21
5429	09/27/2021	Claims	2	103424	CANON FINACIAL SERVICES	186.28	COPIER CONTRACT - SEPT 2021
5430	09/27/2021	Claims	2	103425	CASCADE INDUSTRIAL & HYD LLC	19.69	FITTINGS FOR VACTOR
5431	09/27/2021	Claims	2	103426	CASCADE NATURAL GAS CORP	255.49	4401 MAIN STREET - 08/2021; 107 W AHTANUM RD / 3007 2ND ST - 08/2021; 102 W. AHTANUM RD - 08/2021
5432	09/27/2021	Claims	2	103427	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	MARKETING & SALES - 09/2021
5433	09/27/2021	Claims	2	103428	CI SHRED	92.80	SHRED SVC - 08/2021
5434	09/27/2021	Claims	2	103429	CINTAS CORP #605	130.88	CIVIC CENTER & PD MAT SVC - 08/27/2021 & 09/10/2021
5435	09/27/2021	Claims	2	103430	CITY OF YAKIMA	526.40	TR - ADVERTISING BUS BOOK 2021
5436	09/27/2021	Claims	2	103431	CLASSIC PRINTING INC	170.27	UB STATEMENTS - 08/2021
5437	09/27/2021	Claims	2	103432	SINGH AND PARKS LLC COCO'S MINI MART	189.56	FUEL -08/2021
5438	09/27/2021	Claims	2	103433	COLEMAN OIL COMPANY	3,605.58	PW/ CED FUEL- 08/31; FUEL THRU 08.31.21
5439	09/27/2021	Claims	2	103434	COLONIAL LAWN & GARDEN, INC.	1,986.64	CIVIC CENTER LAWN SVC - 07/2021 & 08/2021
5440	09/27/2021	Claims	2	103435	CONCRETE SPECIAL TIES, INC.	347.85	S 3RD AVENUE SIDEWALK PROJECT; COMPLETE STREETS; SIDEWALK PROJECT; WATER PROJECT; WET OR DRY ASPHALT BLADE
5441	09/27/2021	Claims	2	103436	DEPARTMENT OF HEALTH	110,105.80	DM11-952-037 / 2399; DM13-952-138 / 2444
5442	09/27/2021	Claims	2	103437	DITCH WITCH WEST	580.21	WATER PROJECT - HOSE, COUPLER, FREIGHT

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5443	09/27/2021	Claims	2	103438	EVERGREEN RESTAURANT GROUP	295.44	OVERPAYMENT REFUND
5444	09/27/2021	Claims	2	103439	GALLS,LLC	51.93	SERPA DUTY HOLSTER F/TASER X26
5445	09/27/2021	Claims	2	103440	GAP AUTO PARTS - PD	8.65	VEH 15 - SEAFOAM
5446	09/27/2021	Claims	2	103441	GENE WEINMANN CONSULTING	148.20	CDBG COORDINATOR & POSTAGE
5447	09/27/2021	Claims	2	103442	GRANT J HUNT CO	4,762.00	DESIGN & MARKETING SVC - 09/2021; UNION GAP / PIONER POWER SHOW AD
5448	09/27/2021	Claims	2	103443	GREATER YAKIMA	800.00	ANNUAL MEMBERSHIP DUES
5449	09/27/2021	Claims	2	103444	I-82 RESOURCES	214.80	OVERPAYMENT REFUND
5450	09/27/2021	Claims	2	103445	I-82 RESOURCES	66.96	OVERPAYMENT REFUND
5451	09/27/2021	Claims	2	103446	INTERNATIONAL CODE COUNCIL	145.00	2022 ICC MEMBERSHIP- J. CAVANAUGH
5452	09/27/2021	Claims	2	103447	LAW OFFICE OF DANIEL POLAGE	11,750.00	PUBLIC DEFENDER - 7/21 - 09/17/2021
5453	09/27/2021	Claims	2	103448	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY - 09/2021
5454	09/27/2021	Claims	2	103449	LOWES COMPANY INC	101.94	WW PARK & WATER SUPPLIES
5455	09/27/2021	Claims	2	103450	MENKE JACKSON BEYER LLP	1,697.75	RE: GENERAL
5456	09/27/2021	Claims	2	103451	MORTONS SUPPLY	189.53	6" SCH 80 PVC
5457	09/27/2021	Claims	2	103452	McCLATCHY COMPANY LLC	48.30	PUBLIC WORKS MAINTENANCE PERSONNEL - AD 08/2021
5458	09/27/2021	Claims	2	103453	OFFICE SOLUTIONS NORTHWEST	168.14	POST IT NOTES, INK CTG'S & COPY PAPER
5459	09/27/2021	Claims	2	103454	ONE CALL CONCEPTS INC	40.66	UTILITY LOCATES -08/2021
5460	09/27/2021	Claims	2	103455	PACIFIC POWER	26,502.26	FIRE DEPT. 09/2021; CIVIC CENTER - 09/2021; LIFT STATION - 09/2021; AREA LIGHTS, WELLS, AYP, STREET LIGHTS & TRAFFIC - 08/2021
5461	09/27/2021	Claims	2	103456	PEOPLE FOR PEOPLE	1,628.00	SENIOR NUTRITION SITE MANAGER - 08/2021
5462	09/27/2021	Claims	2	103457	PETTY CASH	25.76	MISC RECEIPTS - 09/2021
5463	09/27/2021	Claims	2	103458	REPUBLIC PUBLISHING CO	588.70	NTC OF COUNCIL MEETING - 09/07/2021; NTC OF COUNCIL MEETING -
5464	09/27/2021	Claims	2	103459	RWC INTERNATIONAL, LTD.	1,158.23	#2006 DOT INSPECTION
5465	09/27/2021	Claims	2	103460	JAMES SCHAFER	95.00	OVERPAYMENT REFUND
5466	09/27/2021	Claims	2	103461	SHERWIN-WILLIAMS COMPANY	602.15	PAINT FOR FIRE HYDRANT MAINTENANCE & PARK PICNIC TABLES
5467	09/27/2021	Claims	2	103462	SINCLAIR BROADCAST GROUP	1,000.00	TV AD - 2021 PIONEER POWER SHOW
5468	09/27/2021	Claims	2	103463	SMITTYS OUTDOOR POWER EQUIPMENT INC	1,255.59	FIRE STATION - MS 462 RCM 28L; GASKET CYLINDER; SPARK PLUG
5469	09/27/2021	Claims	2	103464	STAR RENTALS	92.06	RENTAL - SAW, GAS 18-20 HP
5470	09/27/2021	Claims	2	103465	STATE AUDITOR'S OFFICE	6,780.00	2020 AUDIT - AUDIT NO. 56490
5471	09/27/2021	Claims	2	103466	LINDSEY TORRES	73.91	OVERPAYMENT REFUND

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5472	09/27/2021	Claims	2	103467	TRACK UTILITIES, INC.	1,089.64	Refund Utility Deposit
5473	09/27/2021	Claims	2	103468	TRUE LAW GROUP, PS	2,035.00	PUBLIC DEFENDER
5474	09/27/2021	Claims	2	103469	U.S. CELLULAR	1,010.03	PHONE SVC - 09/2021
5475	09/27/2021	Claims	2	103470	UNITED STATES POSTMASTER	765.90	UB POSTAGE - 09/2021
5476	09/27/2021	Claims	2	103471	UPS	30.46	SHIPPING - 08/2021
5477	09/27/2021	Claims	2	103472	VALLEY LOCK & KEY SERVICE	86.64	STOREROOM KNOB; ENTRY KNOB ARROW
5478	09/27/2021	Claims	2	103473	WA STATE DEPT OF TRANSPORTATION	1,791.78	SIGNAL MAINTENANCE, REPAIR & ADDITIONS
5479	09/27/2021	Claims	2	103474	WA STATE TREASURER	14,238.64	CJRS - 08/2021
5480	09/27/2021	Claims	2	103475	WELLS FARGO VENDOR FIN SERV	935.40	TASKLFA LEASE - 08/2021
5481	09/27/2021	Claims	2	103476	YAKIMA CO AUDITOR	206.50	WATER RIGHTS; RECORDING FEES; PARCEL #181336-44492; FILE 8116490
5482	09/27/2021	Claims	2	103477	YAKIMA CO DEPT OF CORRECTIONS	27,760.40	INMATE HOUSING & MEDICAL - 08/2021
5483	09/27/2021	Claims	2	103478	YAKIMA CO TREAS PROSECUTING	201.46	CVC - 08/2021
5484	09/27/2021	Claims	2	103479	YAKIMA COOPERATIVE ASSN	1,277.58	#2 DIESEL DYED 180.5000 GAL AHTANUM PK; #2 DIESEL DYED 153.9000 GAL YOUTH PARK; TEMPO SC ULTRA 8 OZ; YELLOW JACKET DISP, SPECT WASP & HORNET KILLER
5485	09/27/2021	Claims	2	103480	YAKIMA HUMANE SOCIETY	3,000.00	ANIMAL CONTROL SVC - 08/2021
5486	09/27/2021	Claims	2	103481	YAKIMA VALLEY TOURISM	1,722.18	WA ST FAIR GUIDE 2021; FACEBOOK AD- JULY / AUG 2021
5487	09/27/2021	Claims	2	103482	YAKIMA WASTE SYSTEMS INC	629.92	WASTE SVC - 08/2021
						89,613.46	
001 Current Expense Fund						89,613.46	
101 Street Fund						10,218.50	
107 Convention Center Reserve Fund						3,750.00	
108 Tourism Promotion Area Fund						6,234.18	
118 Municipal Capital Improvement Fund						9.66	
121 Street Development Reserve Fund						206.94	
128 Transit System Fund						75,638.23	
170 Housing Rehabilitation Fund						148.20	
401 Water Fund						127,574.96	
402 Garbage Fund						1,137.81	
403 Sewer Fund						3,598.16	
414 Water Deposits						1,089.64	
630 General State/County-Shared Rev Fund						166.00	
633 Crime Victims Comp Cnty Share						201.46	
640 Court Revenue Fund						14,072.64	
						<hr style="width: 100%;"/>	
						333,659.84	Claims: 333,659.84
						333,659.84	

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5422	09/27/2021	Claims	2		EFT CENTURY LINK - LD	107.09	LONG DISTANCE - 09/2021
					001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES -	5.40	
					001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-	7.53	
					001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES -	6.77	
					001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-	3.28	
					001 - 521 50 47 00 - PD FACILITIES CIVIC CAM	68.56	
					001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BI	3.46	
					401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-	3.14	
					403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-	2.27	
					402 - 537 50 47 01 - CIVIC CAMPUS UTILITES -	0.24	
					101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-	0.43	
					101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-	1.15	
					128 - 547 60 47 01 - CIVIC CAMPUS UTILITIES-	0.96	
					001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-	3.00	
					001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-	0.90	
5423	09/27/2021	Claims	2		EFT OFFICE DEPOT-CITY HALL	156.70	INK CTG'S; SCREEN PROTECTORS; GEL PENS
					001 - 513 10 31 00 - SUPPLIES	104.75	
					403 - 535 50 31 00 - SUPPLIES	25.98	
					101 - 542 30 31 00 - SUPPLIES	25.97	
5424	09/27/2021	Claims	2		EFT SPECTRUM BUSINESS	104.59	CIVIC CENTER TV SVC - 09/2021
					001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES -	5.27	
					001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-	7.35	
					001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES -	6.61	
					001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-	3.20	
					001 - 521 50 47 00 - PD FACILITIES CIVIC CAM	66.96	
					001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BI	3.38	
					401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-	3.06	
					403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-	2.24	
					402 - 537 50 47 01 - CIVIC CAMPUS UTILITES -	0.23	
					101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-	0.42	
					101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-	1.12	
					128 - 547 60 47 01 - CIVIC CAMPUS UTILITIES-	0.94	
					001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-	2.93	
					001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-	0.88	
5425	09/27/2021	Claims	2		EFT US BANK CARDMEMBER SVC	156.39	COBB / GOLDSMITH MEETING - 08/25/2021; BLEEA TRAINING - VANOVER; LEAD FUEL - 09/2021
					001 - 521 10 43 00 - PD ADMIN TRAVEL	49.13	
					001 - 521 21 32 01 - LEAD TASK FORCE - FUEL	55.69	
					001 - 521 40 32 00 - PD TRAINING FUEL	51.57	
5364	09/17/2021	Claims	2	103420	MEDSTAR CABULANCE, INC.	74,919.54	DIAL A RIDE / FIXED ROUTE- JULY 2021; DIAL A RIDE / FIXED ROUTE - 08/2021
					128 - 547 60 49 00 - TRANSIT SERVICE PAYME	1,340.60	
					128 - 547 60 49 00 - TRANSIT SERVICE PAYME	73,578.94	
5426	09/27/2021	Claims	2	103421	AMAZON CAPITAL SERVICES, INC	150.29	DEPOSIT BAGS - DOUBLE PAYMENT; DISPOSAL FACE MASKS; DEPOSIT BAGS & EXPANDING WALLET; BLACK DOTS, PAPER CLIPS, DESK PROTECTOR AND MESH PEN CUP; ELECTRONIC FLASHER FOR LED TURN SIGNAL LIGHT BULB
					001 - 511 60 31 01 - SUPPLIES	10.81	
					001 - 513 10 31 00 - SUPPLIES	9.72	
					001 - 513 10 31 00 - SUPPLIES	5.35	

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		001 - 513 10 31 00 - SUPPLIES			2.50	
		001 - 514 23 31 00 - SUPPLIES			9.72	
		001 - 514 23 31 00 - SUPPLIES			57.30	
		001 - 514 23 31 00 - SUPPLIES			6.27	
		001 - 514 30 31 00 - SUPPLIES			9.71	
		001 - 514 30 31 00 - SUPPLIES			3.76	
		001 - 524 20 31 00 - SUPPLIES			9.72	
		401 - 534 50 31 00 - SUPPLIES			-31.73	
		401 - 534 50 31 00 - SUPPLIES			9.72	
		401 - 534 50 31 00 - SUPPLIES			15.87	
		403 - 535 50 31 00 - SUPPLIES			-31.73	
		403 - 535 50 31 00 - SUPPLIES			9.72	
		403 - 535 50 31 00 - SUPPLIES			15.87	
		402 - 537 50 31 00 - SUPPLIES			-31.72	
		402 - 537 50 31 00 - SUPPLIES			9.72	
		402 - 537 50 31 00 - SUPPLIES			15.88	
		101 - 542 30 31 00 - SUPPLIES			9.72	
		001 - 558 60 31 00 - SUPPLIES			9.71	
		001 - 576 80 31 00 - SUPPLIES			9.71	
		001 - 576 80 48 00 - REPAIRS & MAINTENANCE			14.69	
<b>5427</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103422 AMERIFUEL</b>		<b>2,192.88</b> FUEL - 9/01 - 09/15/2021
		001 - 521 10 32 00 - PD ADMIN FUEL			97.84	
		001 - 521 21 32 00 - INVESTIGATION FUEL			166.57	
		001 - 521 21 32 01 - LEAD TASK FORCE - FUEL			249.28	
		001 - 521 22 32 00 - PATROL FUEL			1,611.81	
		001 - 554 30 32 00 - FUEL - ANIMAL CONTROL			67.38	
<b>5428</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103423 ATLAS STAFFING INC</b>		<b>3,602.42</b> SEASONAL PARKS; WEEK WORKED 08.28.21; SEASONAL PARKS; WEEK WORKED 09.04.21
		001 - 576 80 41 00 - PROFESSIONAL SERVICES-			1,801.21	
		001 - 576 80 41 00 - PROFESSIONAL SERVICES-			1,801.21	
<b>5429</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103424 CANON FINACIAL SERVICES</b>		<b>186.28</b> COPIER CONTRACT - SEPT 2021
		001 - 521 10 45 01 - PD CLERICAL RENTALS &			186.28	
<b>5430</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103425 CASCADE INDUSTRIAL &amp; HYD LLC</b>		<b>19.69</b> FITTINGS FOR VACTOR
		403 - 535 50 48 00 - REPAIRS & MAINTENANCE			19.69	
<b>5431</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103426 CASCADE NATURAL GAS CORP</b>		<b>255.49</b> 4401 MAIN STREET - 08/2021; 107 W AHTANUM RD / 3007 2ND ST - 08/2021; 102 W. AHTANUM RD - 08/2021
		001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES -			9.76	
		001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-			13.61	
		001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES -			12.24	
		001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-			5.92	
		001 - 521 50 47 00 - PD FACILITIES CIVIC CAM			123.96	
		001 - 522 50 47 00 - FD FACILITIES - UTILITIES			21.77	
		001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BI			6.25	
		401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-			5.67	
		403 - 535 50 47 00 - UTILITIES			17.36	
		403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-			4.15	
		402 - 537 50 47 00 - UTILITIES			22.73	
		402 - 537 50 47 01 - CIVIC CAMPUS UTILITES -			0.43	
		101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-			0.78	
		101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-			2.08	
		128 - 547 60 47 01 - CIVIC CAMPUS UTILITIES-			1.74	
		001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-			5.42	
		001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-			1.62	

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5432	09/27/2021	Claims	2	103427 CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	MARKETING & SALES - 09/2021
				108 - 557 30 44 01 - ADVERTISING-STATE FAIR	2,500.00	
5433	09/27/2021	Claims	2	103428 CI SHRED	92.80	SHRED SVC - 08/2021
				001 - 511 60 41 01 - PROFESSIONAL SERVICES	15.50	
				001 - 513 10 41 01 - PROFESSIONAL SERVICES	15.50	
				001 - 514 23 41 00 - PROFESSIONAL SERVICES	15.50	
				001 - 514 30 41 00 - PROFESSIONAL SERVICES	15.50	
				001 - 524 20 41 00 - PROFESSIONAL SERVICES	7.75	
				401 - 534 50 41 00 - PROFESSIONAL SERVICES	3.10	
				403 - 535 50 41 00 - PROFESSIONAL SERVICES	3.10	
				402 - 537 50 41 00 - PROFESSIONAL SERVICES	3.10	
				101 - 542 30 41 00 - PROFESSIONAL SERVICES	3.10	
				001 - 558 60 41 00 - PROFESSIONAL SERVICES	7.75	
				001 - 576 80 41 00 - PROFESSIONAL SERVICES	2.90	
5434	09/27/2021	Claims	2	103429 CINTAS CORP #605	130.88	CIVIC CENTER & PD MAT SVC - 08/27/2021 & 09/10/2021
				001 - 513 10 48 01 - CIVIC CAMPUS MAINTENA	6.60	
				001 - 514 23 48 01 - CIVIC CAMPUS MAINTENA	9.20	
				001 - 514 30 48 01 - CIVIC CAMPUS MAINTENA	8.28	
				001 - 515 31 48 00 - CIVIC CAMPUS MAINTENA	4.00	
				001 - 521 50 48 00 - PD FACILITIES REPAIRS &	83.79	
				001 - 524 20 48 01 - CIVIC CAMPUS MAINTENA	4.23	
				401 - 534 50 48 01 - CIVIC CAMPUS MAINTENA	3.83	
				403 - 535 50 48 01 - CIVIC CAMPUS MAINTENA	2.77	
				402 - 537 50 48 01 - CIVIC CAMPUS MAINTENA	0.29	
				101 - 542 30 48 01 - CIVIC CAMPUS MAINTENA	0.53	
				101 - 543 30 48 01 - CIVIC CAMPUS MAINTENA	1.41	
				128 - 547 60 48 01 - CIVIC CAMPUS MAINTENA	1.18	
				001 - 558 60 48 01 - CIVIC CAMPUS MAINTENA	3.67	
				001 - 576 80 48 01 - CIVIC CAMPUS MAINTENA	1.10	
5435	09/27/2021	Claims	2	103430 CITY OF YAKIMA	526.40	TR - ADVERTISING BUS BOOK 2021
				128 - 547 60 49 00 - TRANSIT SERVICE PAYME	526.40	
5436	09/27/2021	Claims	2	103431 CLASSIC PRINTING INC	170.27	UB STATEMENTS - 08/2021
				401 - 534 50 41 00 - PROFESSIONAL SERVICES	56.75	
				403 - 535 50 41 00 - PROFESSIONAL SERVICES	56.75	
				402 - 537 50 41 00 - PROFESSIONAL SERVICES	56.77	
5437	09/27/2021	Claims	2	103432 SINGH AND PARKS LLC COCO'S MINI MART	189.56	FUEL -08/2021
				001 - 521 22 32 00 - PATROL FUEL	189.56	
5438	09/27/2021	Claims	2	103433 COLEMAN OIL COMPANY	3,605.58	PW/ CED FUEL- 08/31; FUEL THRU 08.31.21
				001 - 524 20 32 00 - FUEL	25.02	
				403 - 531 30 32 00 - STORMWATER FUEL	142.97	
				401 - 534 50 32 00 - FUEL	833.11	
				403 - 535 50 32 00 - FUEL	1,040.52	
				402 - 537 50 32 00 - FUEL	92.41	
				101 - 542 30 32 00 - FUEL	325.13	
				101 - 542 66 32 00 - FUEL	216.14	
				101 - 542 67 32 00 - FUEL	304.59	
				101 - 542 70 32 00 - FUEL	173.65	
				128 - 547 60 32 00 - FUEL CONSUMED	95.04	
				001 - 558 60 32 00 - FUEL	25.02	
				001 - 576 80 32 00 - FUEL	331.98	
5439	09/27/2021	Claims	2	103434 COLONIAL LAWN & GARDEN, INC.	1,986.64	CIVIC CENTER LAWN SVC - 07/2021 & 08/2021
				001 - 513 10 48 01 - CIVIC CAMPUS MAINTENA	100.14	
				001 - 514 23 48 01 - CIVIC CAMPUS MAINTENA	139.68	

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		001 - 514 30 48 01 - CIVIC CAMPUS MAINTENA			125.61	
		001 - 515 31 48 00 - CIVIC CAMPUS MAINTENA			60.77	
		001 - 521 50 48 00 - PD FACILITIES REPAIRS &			1,271.85	
		001 - 524 20 48 01 - CIVIC CAMPUS MAINTENA			64.14	
		401 - 534 50 48 01 - CIVIC CAMPUS MAINTENA			58.17	
		403 - 535 50 48 01 - CIVIC CAMPUS MAINTENA			42.32	
		402 - 537 50 48 01 - CIVIC CAMPUS MAINTENA			4.43	
		101 - 542 30 48 01 - CIVIC CAMPUS MAINTENA			8.00	
		101 - 543 30 48 01 - CIVIC CAMPUS MAINTENA			21.36	
		128 - 547 60 48 01 - CIVIC CAMPUS MAINTENA			17.88	
		001 - 558 60 48 01 - CIVIC CAMPUS MAINTENA			55.64	
		001 - 576 80 48 01 - CIVIC CAMPUS MAINTENA			16.65	
<b>5440</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103435 CONCRETE SPECIAL TIES, INC.</b>	<b>347.85</b>	<b>S 3RD AVENUE SIDEWALK PROJECT; COMPLETE STREETS; SIDEWALK PROJECT; WATER PROJECT; WET OR DRY ASPHALT BLADE</b>
		401 - 534 50 31 00 - SUPPLIES			140.91	
		121 - 595 61 61 46 - COMPLETE STREETS-CONS			72.14	
		121 - 595 61 61 46 - COMPLETE STREETS-CONS			134.80	
<b>5441</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103436 DEPARTMENT OF HEALTH</b>	<b>110,105.80</b>	<b>DM11-952-037 / 2399; DM13-952-138 / 2444</b>
		401 - 591 34 78 00 - PWTF LOAN PRINCIPAL			30,415.99	
		401 - 591 34 78 00 - PWTF LOAN PRINCIPAL			61,077.20	
		401 - 592 34 83 00 - PWTF LOAN INTEREST			3,954.08	
		401 - 592 34 83 00 - PWTF LOAN INTEREST			14,658.53	
<b>5442</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103437 DITCH WITCH WEST</b>	<b>580.21</b>	<b>WATER PROJECT - HOSE, COUPLER, FREIGHT</b>
		401 - 534 50 31 00 - SUPPLIES			580.21	
<b>5443</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103438 EVERGREEN RESTAURANT GROUP</b>	<b>295.44</b>	<b>OVERPAYMENT REFUND</b>
		401 - 589 10 04 01 - 210-10) WATER REFUNDS			295.44	
<b>5444</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103439 GALLS,LLC</b>	<b>51.93</b>	<b>SERPA DUTY HOLSTER F/TASER X26</b>
		001 - 521 22 21 00 - PATROL UNIFORMS & EQU			51.93	
<b>5445</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103440 GAP AUTO PARTS - PD</b>	<b>8.65</b>	<b>VEH 15 - SEAFOAM</b>
		001 - 521 22 48 00 - PATROL REPAIRS & MAIN			8.65	
<b>5446</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103441 GENE WEINMANN CONSULTING</b>	<b>148.20</b>	<b>CDBG COORDINATOR &amp; POSTAGE</b>
		170 - 559 30 31 00 - SUPPLIES			1.95	
		170 - 559 30 41 01 - PROFESSIONAL SERVICES			146.25	
<b>5447</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103442 GRANT J HUNT CO</b>	<b>4,762.00</b>	<b>DESIGN &amp; MARKETING SVC - 09/2021; UNION GAP / PIONER POWER SHOW AD</b>
		107 - 557 30 41 01 - PROF SERVICES-GRANT J H			3,750.00	
		108 - 557 30 44 10 - ADVERTISING-GRANT J HU			1,012.00	
<b>5448</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103443 GREATER YAKIMA</b>	<b>800.00</b>	<b>ANNUAL MEMBERSHIP DUES</b>
		001 - 518 88 49 00 - MISCELLANEOUS			800.00	
<b>5449</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103444 I-82 RESOURCES</b>	<b>214.80</b>	<b>OVERPAYMENT REFUND</b>
		401 - 589 10 04 01 - 210-10) WATER REFUNDS			214.80	
<b>5450</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103445 I-82 RESOURCES</b>	<b>66.96</b>	<b>OVERPAYMENT REFUND</b>
		401 - 589 10 04 01 - 210-10) WATER REFUNDS			66.96	
<b>5451</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103446 INTERNATIONAL CODE COUNCIL</b>	<b>145.00</b>	<b>2022 ICC MEMBERSHIP- J. CAVANAUGH</b>
		001 - 524 20 49 00 - MISCELLANEOUS			72.50	

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			001 - 558 60 49 00 - MISCELLANEOUS			72.50	
5452	09/27/2021	Claims	2	103447	LAW OFFICE OF DANIEL POLAGE	11,750.00	PUBLIC DEFENDER - 7/21 - 09/17/2021
			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC			11,750.00	
5453	09/27/2021	Claims	2	103448	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY - 09/2021
			001 - 515 31 41 02 - LEGAL SERVICES - PROS. /			14,500.00	
5454	09/27/2021	Claims	2	103449	LOWES COMPANY INC	101.94	WW PARK & WATER
			401 - 534 50 31 00 - SUPPLIES			47.76	
			403 - 535 50 31 00 - SUPPLIES			42.36	
			001 - 576 80 31 00 - SUPPLIES			11.82	
5455	09/27/2021	Claims	2	103450	MENKE JACKSON BEYER LLP	1,697.75	RE: GENERAL
			001 - 515 41 41 00 - EXTERNAL LEGAL SERVIC			1,697.75	
5456	09/27/2021	Claims	2	103451	MORTONS SUPPLY	189.53	6" SCH 80 PVC
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			189.53	
5457	09/27/2021	Claims	2	103452	McCLATCHY COMPANY LLC	48.30	PUBLIC WORKS MAINTENANCE PERSONNEL - AD 08/2021
			401 - 534 50 44 00 - ADVERTISING			9.66	
			403 - 535 50 44 00 - ADVERTISING			9.66	
			402 - 537 50 44 00 - ADVERTISING			9.66	
			118 - 542 30 44 00 - ADVERTISING			9.66	
			001 - 576 80 44 00 - ADVERTISING			9.66	
5458	09/27/2021	Claims	2	103453	OFFICE SOLUTIONS NORTHWEST	168.14	POST IT NOTES, INK CTG'S & COPY PAPER
			001 - 511 60 31 01 - SUPPLIES			0.90	
			001 - 513 10 31 00 - SUPPLIES			1.62	
			001 - 514 23 31 00 - SUPPLIES			11.05	
			001 - 514 30 31 00 - SUPPLIES			27.12	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			0.01	
			001 - 524 20 31 00 - SUPPLIES			3.88	
			401 - 534 50 31 00 - SUPPLIES			39.89	
			403 - 535 50 31 00 - SUPPLIES			39.89	
			402 - 537 50 31 00 - SUPPLIES			39.89	
			001 - 558 60 31 00 - SUPPLIES			3.89	
5459	09/27/2021	Claims	2	103454	ONE CALL CONCEPTS INC	40.66	UTILITY LOCATES -08/2021
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			20.33	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			20.33	
5460	09/27/2021	Claims	2	103455	PACIFIC POWER	26,502.26	FIRE DEPT. 09/2021; CIVIC CENTER - 09/2021; LIFT STATION - 09/2021; AREA LIGHTS, WELLS, AYP, STREET LIGHTS & TRAFFIC - 08/2021
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES -			93.12	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-			129.90	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES -			116.81	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-			56.52	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAM.			1,182.73	
			001 - 522 50 47 00 - FD FACILITIES - UTILITIES			494.31	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BI			59.65	
			401 - 534 50 47 00 - UTILITIES			13,576.94	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-			54.09	
			403 - 535 50 47 00 - UTILITIES			1,449.73	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-			39.33	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES -			4.12	

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		101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-			7.44	
		101 - 542 63 47 00 - UTILITIES			5,886.23	
		101 - 542 64 47 00 - UTILITIES			722.66	
		101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-			19.87	
		128 - 547 60 47 01 - CIVIC CAMPUS UTILITIES-			16.63	
		001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-			51.74	
		001 - 576 80 47 00 - UTILITIES			1,767.27	
		001 - 576 80 47 00 - UTILITIES			757.69	
		001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-			15.48	
<b>5461</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103456 PEOPLE FOR PEOPLE</b>	<b>1,628.00</b>	<b>SENIOR NUTRITION SITE MANAGER - 08/2021</b>
		001 - 571 21 41 00 - PROF SERVICES - PEOPLE I			1,628.00	
<b>5462</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103457 PETTY CASH</b>	<b>25.76</b>	<b>MISC RECEIPTS - 09/2021</b>
		001 - 511 60 31 01 - SUPPLIES			13.16	
		001 - 521 10 42 01 - PD CLERICAL COMMUNIC.			2.60	
		401 - 534 50 49 00 - MISCELLANEOUS			10.00	
<b>5463</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103458 REPUBLIC PUBLISHING CO</b>	<b>588.70</b>	<b>NTC OF COUNCIL MEETING - 09/07/2021; NTC OF COUNCIL MEETING - 09/13/2021</b>
		001 - 511 60 44 01 - ADVERTISING			294.35	
		001 - 511 60 44 01 - ADVERTISING			294.35	
<b>5464</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103459 RWC INTERNATIONAL, LTD.</b>	<b>1,158.23</b>	<b>#2006 DOT INSPECTION</b>
		401 - 534 50 48 00 - REPAIRS & MAINTENANCE			173.73	
		403 - 535 50 48 00 - REPAIRS & MAINTENANCE			173.73	
		101 - 542 66 48 00 - REPAIRS & MAINTENANCE			579.12	
		101 - 542 70 48 00 - REPAIRS & MAINTENANCE			115.82	
		128 - 547 60 48 00 - REPAIRS & MAINTENANCE			57.92	
		001 - 576 80 48 00 - REPAIRS & MAINTENANCE			57.91	
<b>5465</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103460 JAMES SCHAFER</b>	<b>95.00</b>	<b>OVERPAYMENT REFUND</b>
		401 - 589 10 04 01 - 210-10) WATER REFUNDS			95.00	
<b>5466</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103461 SHERWIN-WILLIAMS COMPANY</b>	<b>602.15</b>	<b>PAINT FOR FIRE HYDRANT MAINTENANCE &amp; PARK PICNIC TABLES</b>
		401 - 534 50 31 00 - SUPPLIES			340.14	
		001 - 576 80 31 00 - SUPPLIES			262.01	
<b>5467</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103462 SINCLAIR BROADCAST GROUP</b>	<b>1,000.00</b>	<b>TV AD - 2021 PIONEER POWER SHOW</b>
		108 - 557 30 44 03 - ADVERTISING-AG MUSEUM			1,000.00	
<b>5468</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103463 SMITTYS OUTDOOR POWER EQUIPMENT INC</b>	<b>1,255.59</b>	<b>FIRE STATION - MS 462 RCM 28L; GASKET CYLINDER; SPARK PLUG</b>
		001 - 522 20 48 00 - FD SUPPRESSION - REPAIR			1,065.07	
		401 - 534 50 48 00 - REPAIRS & MAINTENANCE			190.52	
<b>5469</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103464 STAR RENTALS</b>	<b>92.06</b>	<b>RENTAL - SAW, GAS 18-20 HP</b>
		401 - 534 50 31 00 - SUPPLIES			92.06	
<b>5470</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103465 STATE AUDITOR'S OFFICE</b>	<b>6,780.00</b>	<b>2020 AUDIT - AUDIT NO. 56490</b>
		001 - 514 23 41 01 - AUDIT COSTS			6,780.00	
<b>5471</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103466 LINDSEY TORRES</b>	<b>73.91</b>	<b>OVERPAYMENT REFUND</b>
		401 - 589 10 04 01 - 210-10) WATER REFUNDS			73.91	
<b>5472</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103467 TRACK UTILITIES, INC.</b>	<b>1,089.64</b>	<b>Refund Utility Deposit</b>
		414 - 582 10 04 14 - DEPOSIT REFUND			1,089.64	Refund Utility Deposit
<b>5473</b>	<b>09/27/2021</b>	<b>Claims</b>	<b>2</b>	<b>103468 TRUE LAW GROUP, PS</b>	<b>2,035.00</b>	<b>PUBLIC DEFENDER</b>

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			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC			2,035.00	
5474	09/27/2021	Claims	2	103469	U.S. CELLULAR	1,010.03	PHONE SVC - 09/2021
			001 - 521 10 42 00 - PD ADMIN COMMUNICATI			1,010.03	
5475	09/27/2021	Claims	2	103470	UNITED STATES POSTMASTER	765.90	UB POSTAGE - 09/2021
			401 - 534 50 42 00 - COMMUNICATION			255.27	
			403 - 535 50 42 00 - COMMUNICATION			255.27	
			402 - 537 50 42 00 - COMMUNICATION			255.36	
5476	09/27/2021	Claims	2	103471	UPS	30.46	SHIPPING - 08/2021
			001 - 521 10 42 00 - PD ADMIN COMMUNICATI			30.46	
5477	09/27/2021	Claims	2	103472	VALLEY LOCK & KEY SERVICE	86.64	STOREROOM KNOB; ENTRY KNOB ARROW
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			86.64	
5478	09/27/2021	Claims	2	103473	WA STATE DEPT OF TRANSPORTATION	1,791.78	SIGNAL MAINTENANCE, REPAIR & ADDITIONS
			101 - 542 64 41 00 - INTERGOVERNMENTAL PF			1,791.78	
5479	09/27/2021	Claims	2	103474	WA STATE TREASURER	14,238.64	CJRS - 08/2021
			640 - 586 00 04 01 - PSEA 1 STATE SHARE			6,212.16	
			640 - 586 00 05 01 - PSEA 2 STATE SHARE			3,432.75	
			640 - 586 00 06 01 - PSEA 3 STATE SHARE			79.79	
			640 - 586 00 07 01 - CRIME LAB/BREATH ST SH			56.31	
			640 - 586 00 08 01 - JIS STATE SHARE			2,358.02	
			640 - 586 00 09 01 - SCH ZONE SAFETY ST SHA			223.22	
			640 - 586 00 10 01 - TRAUMA CARE STATE SH/			765.67	
			640 - 586 00 13 01 - AUTO THEFT PREVENTION			807.46	
			640 - 586 00 15 01 - DOM VIOLENCE PREV ACC			0.29	
			640 - 586 00 16 01 - ACCESSIBLE COMMUNITIF			21.10	
			640 - 586 00 17 01 - MULTIMODAL TRANSPOR			21.12	
			640 - 586 00 20 01 - MOTOR CYCLE SAFETY			94.75	
			630 - 589 30 01 01 - STATE BUILDING CODE FE			166.00	
5480	09/27/2021	Claims	2	103475	WELLS FARGO VENDOR FIN SERV	935.40	TASKLFA LEASE - 08/2021
			001 - 511 60 45 00 - OPERATING RENTALS & LJ			20.47	
			001 - 513 10 45 00 - OPERATING RENTALS & LJ			36.88	
			001 - 514 23 45 00 - OPERATING RENTALS & LJ			252.25	
			001 - 514 30 45 00 - OPERATING RENTALS & LJ			375.26	
			001 - 521 10 45 00 - PD ADMIN RENTALS & LE/			0.16	
			001 - 524 20 45 00 - OPERATING RENTALS & LJ			88.66	
			401 - 534 50 45 00 - OPERATING RENTALS & LJ			24.35	
			403 - 535 50 45 00 - OPERATING RENTALS & LJ			24.35	
			402 - 537 50 45 00 - OPERATING RENTALS & LJ			24.35	
			001 - 558 60 45 00 - OPERATING RENTALS & LJ			88.66	
			001 - 576 80 45 00 - OPERATING RENTALS & LJ			0.01	
5481	09/27/2021	Claims	2	103476	YAKIMA CO AUDITOR	206.50	WATER RIGHTS; RECORDING FEES; PARCEL #181336-44492; FILE 8116490
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			206.50	
5482	09/27/2021	Claims	2	103477	YAKIMA CO DEPT OF CORRECTIONS	27,760.40	INMATE HOUSING & MEDICAL - 08/2021
			001 - 523 20 41 04 - DETENTION & CORRECTIC			27,270.83	
			001 - 523 20 41 07 - DETENTION & CORRECTIC			489.57	
5483	09/27/2021	Claims	2	103478	YAKIMA CO TREAS PROSECUTING	201.46	CVC - 08/2021
			633 - 586 00 00 00 - CRIME VICTIMS COMP CN			201.46	

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5484 09/27/2021	Claims	2	103479	YAKIMA COOPERATIVE ASSN	1,277.58	#2 DIESEL DYED 180.5000 GAL AHTANUM PK; #2 DIESEL DYED 153.9000 GAL YOUTH PARK; TEMPO SC ULTRA 8 OZ; YELLOW JACKET DISP, SPECT WASP & HORNET KILLER
				001 - 576 80 31 00 - SUPPLIES	197.70	
				001 - 576 80 32 00 - FUEL	1,079.88	
5485 09/27/2021	Claims	2	103480	YAKIMA HUMANE SOCIETY	3,000.00	ANIMAL CONTROL SVC - 08/2021
				001 - 554 30 41 00 - PROF SERVICES-ANIMAL C	3,000.00	
5486 09/27/2021	Claims	2	103481	YAKIMA VALLEY TOURISM	1,722.18	WA ST FAIR GUIDE 2021; FACEBOOK AD- JULY / AUG 2021
				108 - 557 30 44 03 - ADVERTISING-AG MUSEUM	1,375.00	
				108 - 557 30 44 08 - ADVERTISING-YAK VALLE	347.18	
5487 09/27/2021	Claims	2	103482	YAKIMA WASTE SYSTEMS INC	629.92	WASTE SVC - 08/2021
				402 - 537 60 49 00 - CONTRACTED SERVICES	629.92	

001 Current Expense Fund	89,613.46
101 Street Fund	10,218.50
107 Convention Center Reserve Fund	3,750.00
108 Tourism Promotion Area Fund	6,234.18
118 Municipal Capital Improvement Fund	9.66
121 Street Development Reserve Fund	206.94
128 Transit System Fund	75,638.23
170 Housing Rehabilitation Fund	148.20
401 Water Fund	127,574.96
402 Garbage Fund	1,137.81
403 Sewer Fund	3,598.16
414 Water Deposits	1,089.64
630 General State/County-Shared Rev Fund	166.00
633 Crime Victims Comp Cnty Share	201.46
640 Court Revenue Fund	14,072.64

Claims: 333,659.84  
 333,659.84