

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY OCTOBER 22, 2018 – 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 October 8, 2018, as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Payroll Vouchers – EFT's, and Voucher No. 97975 through Voucher No. 97985 for the Month of September, in the amount of \$446,138.85

Claims Vouchers – EFT's, and Voucher No. 97974 and Voucher No. 97986 through Voucher No. 98066 for October 22, 2018, in the amount of \$502,135.70

Advance Travel Vouchers – Check No. 1284, in the amount of \$195.11

Petty Cash Vouchers – Check Nos. 1900 through 1901, in the amount of \$380.00

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

Police

1. Presentation – Lifesaving Award
2. Presentation - Citizen Award
3. Resolution No. - ____ - Interlocal Corrections/Detention Agreement
4. Resolution No. - ____ - Traffic Safety Emphasis Agreement

Public Works & Community Development

1. Resolution No. - ____ - WARN Mutual Aid and Assistance Agreement
2. Discussion – Rock Avenue Sewer Extension

City Manager

Resolution No. - ____ - Public Defense Contract

Resolution No. - ____ - Public Defense Contract –Appellate Representation

Finance & Administration

1. Ordinance No. - ____ - Business License Policy
2. Resolution No. - ____ - Credit Card Purchasing Policy Amendment
3. Resolution No. - ____ - Wellness Policies and Program Amendment
4. Resolution No. - ____ - Small and Attractive Assets Policy and Procedures

- 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

Audit Exit Conference Discussion

VII. COMMUNICATIONS/QUESTIONS/COMMENTS

VIII. DEVELOPMENT OF NEXT AGENDA

IX. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date: October 22, 2018

From: Gregory Cobb, Chief of Police

Topic / Issue: Presentation - Life Saving Award

SYNOPSIS: On September 23, 2018 Officers responded to a call involving a citizen with a badly cut arm. An Officer quickly assessed the situation and determined a tourniquet was necessary to stop the heavy flow of blood. The officer correctly applied the tourniquet and according to emergency room staff, saved the citizens life. The department would like to recognize the officer with a lifesaving award.

RECOMMENDATION: Award Presentation.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: October 22, 2018

From: Gregory Cobb, Chief of Police

Topic / Issue: Presentation - Citizen Award

SYNOPSIS: In April of 2016 a homicide occurred in the 1000 block of W. Washington Ave. Of the dozen or more citizens present when the homicide occurred only one took action. This citizen followed the suspects as they attempted to flee and gave accurate, timely information to dispatch that allowed patrol officers capture the primary suspect within minutes of the crime. The case has been adjudicated and the suspect has been sent to prison. The department would like to recognize this individual for their dedicated and courageous actions that directly assisted the police in taking a dangerous and violent individual off our streets.

RECOMMENDATION: N/A

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: October 22, 2018

From: Gregory Cobb, Chief of Police

Topic / Issue: Resolution - Interlocal Corrections/Detention Agreement

SYNOPSIS: The police department uses the Yakima County Jail as our primary booking facility for felony and misdemeanor offenders. The current contract expires on December 31, 2018 and a new contract is needed. The daily rate of misdemeanor offenders is increasing 6.5% to \$63.65 per day. The daily rate for those inmates that have serious mental health, medical or behavior issues is increasing 7% to \$98.35 per day. The other significant change to this contract is that it automatically renews for five (5) years.

RECOMMENDATION: Approve Resolution and authorize City manager to sign Interlocal Detention Agreement with Yakima County.

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

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Interlocal Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign a 2019 Interlocal Correction/Detention Agreement with Yakima County.

WHEREAS, the City is required to renew the interlocal agreement with Yakima County to house Union Gap inmates for 2019;

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

The City Manager is authorized to sign the Yakima County Interlocal Corrections/Detention Agreement for 2019.

PASSED this 22nd day of October, 2018.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

**2019 INTERLOCAL
CORRECTIONS/DETENTION AGREEMENT**

THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and the **City of Union Gap** (hereinafter the "City/Town").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for jail services that specifies the responsibilities of each party.

WHEREAS, the City, through its Police Department, or Mayor desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department, Manager or Mayor shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. The City shall accept and incarcerate male and female prisoners of the County and State and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement. In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City/Town prisoner or to

return a City/Town prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief, or City Manager or Mayor shall meet by November of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.

4. **Charges and Other Services.**

4.1 Daily Rate for Incarceration. The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale according to **Attachment A**. If for some reason, an agreement between the City and County cannot be reached by January 1, 2019, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2019 once the parties reach an agreement. This daily rate is established for 2019. Yakima County reserves the right to increase the daily rate with the understanding that they will provide the City of Union Gap ninety (90) days written notification prior to said increase.

4.2 Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees, electronic monitoring charges, medical treatment fees, etc.) for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

4.3 Inmate Housing Computation. It is agreed the City and County will use **Attachment A** to compute prisoner housing fees.

4.4 Inmate Work Crews. Inmate work crews will be contracted through a separate agreement.

4.5 Access to County Computer System. The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

5. Prisoner Delivery and Notification.

5.1 When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.

5.2 In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at it's option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the Completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.

5.3 In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner.

5.4 When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.

6. Booking Procedure. Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet

with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.
8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.
9. **Hold Harmless.**

The County agrees to hold harmless, indemnify, and defend the City/Town, its elected officials officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in County custody) which result from or arise out of the sole negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

9.1 The City/Town agrees to hold harmless, indemnify, and defend the County, its selected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

9.2 In the event that the officials, officers, agents, and/or employees of both the County and the City/Town are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

9.3 Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party

10. **Medical.**

The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City/Town's designee(s) via e-mail or fax if a City/Town's prisoner requires medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply. The City/Town shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City or Town's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held (**fractionalized as appropriate.**)

The County and City/Town shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City/Town, pursuant to this Agreement holds a prisoner in custody, and the County or City/Town on the basis of other State and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. **For example:** if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxication Treatment.

12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these programs, the County and City/Town shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.
14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** This agreement will renew annually for up to five (5) years (December 31, 2023) unless there is written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1st of the current year.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.
19. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

20. **Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.
22. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Union Gap Police Department
 Greg Cobb, Police Chief
 P.O. Box 3228
 Union Gap, WA 98903

TO COUNTY: Edmund Campbell, Director
 Yakima County Department of Corrections
 111 North Front Street
 Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2019 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2019 the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2019. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2019. The two appointed arbitrators shall then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.

25. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

CITY OF UNION GAP

Mayor/City Manager

Approved as to form this
____ day of _____

Attest:

Rachel Michael
Clerk of the Board

Approved as to Form:

Stefanie Weigand,
Senior Deputy Prosecuting Attorney

**BOARD OF YAKIMA COUNTY
COMMISSIONERS**

Ron Anderson, Chairman

Michael D. Leita, Commissioner

J. Rand Elliott, Commissioner
*Constituting the Board of County Commissioners for Yakima
County, Washington*

Attachment A

YAKIMA COUNTY INTERLOCAL CORRECTIONS AGREEMENT - 2019

Local Detention/Correction Rates:

Daily Housing:

Based on the Monthly Average Daily Population (MADP) sliding scale:

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale. Intensive Management Inmates (IMI) who have serious medical, mental health or behavioral conditions and require special housing or treatment, as determined by the County will be housed at a rate of \$98.35. The IMI population will be used in the (MADP) rate calculation listed below for all other inmate:

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$57.65
126-150	\$58.65
101-125	\$59.65
76-100	\$60.65
51-75	\$61.65
26-50	\$62.65
0-25	\$63.65

Billing Detail:

Fractionalized Billing per current practice.

ATTACHMENT B

MEDICAL ACCEPTABILITY

The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Any injury or illness requiring immediate or emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power.
5. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
6. Signs of alcohol and/or drug withdrawal.
7. Bed bound individuals.
8. Individuals with attached IV or requiring IV medications.
9. Individuals requiring the use of oxygen tanks.
10. AMA (Against Medical Advice) from the hospital.
11. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
12. Post-operative persons who have follow up appointments within the next two weeks.
13. Wounds with drainage tubes attached.
14. Open and/or oozing bedsores.
15. Individuals requiring nebulizers who cannot obtain one.
16. Inmates who cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
17. Persons who are pregnant.
18. Persons undergoing chemotherapy and/or radiation treatment.
19. Persons undergoing dialysis.
20. Persons with the following untreated medical conditions:
 - a) Heart disease

- b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) HIV Positive or AIDS
21. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
 22. Persons taking Methadone, or Suboxone, a substitute for Methadone.
 23. Person, if prescribed, has not taken psychotropic medications for at least 72 hours.
 24. Persons requiring CPAP machines as prescribed must be transported with the machine.



City Council Communication

Meeting Date: October 22, 2018

From: Gregory Cobb, Chief of Police

Topic / Issue: Resolution - Interagency Traffic Safety Emphasis Agreement

SYNOPSIS: The Union Gap Police Department partners with the Washington State Traffic Safety Commission to provide Traffic Safety Emphasis Patrols. The purpose of the agreement is conduct High Visibility Enforcement (HVE) for driving behaviors that contribute to fatality or serious bodily injury collisions. The agreement provides for up to \$3,000.00 in overtime reimbursement.

RECOMMENDATION: Approve Resolution and authorize City manager to sign Interagency agreement with the Washington State Traffic Safety Commission for HVE patrols.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Interagency Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager or designee to sign an Interagency Agreement with the Washington Traffic Safety Commission for overtime reimbursement relating to High Visibility enforcement (HVE) traffic safety emphasis patrols.

WHEREAS The Washington Traffic Safety Commission offers grants for high visibility enforcement traffic safety emphasis patrols; and

WHEREAS this funding will be used to reimburse overtime costs relating to these patrols;

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

The City Manager or designee is authorized to sign an interagency agreement with the Washington Traffic Safety Commission, for grant funding for overtime reimbursement relating to the High Visibility enforcement traffic safety emphasis patrols.

PASSED this 22nd day of October, 2018.

Roger Wentz, Mayor

ATTEST:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Union Gap Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and Union Gap Police Department, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for traffic safety grant project 2019-HVE-3377-Union Gap Police Department, specifically to provide funding for the SUB-RECIPIENT to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic-related deaths and serious injuries.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2018, and remain in effect until September 30, 2019, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

Note: This statement of work applies only to HVE emphasis areas for which your agency has received HVE funding.

GOAL: To reduce traffic related deaths and serious injuries through education of impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols throughout the state.

SCOPE OF WORK: The statewide high visibility enforcement patrols are paired with media participation to engage, deter, and educate drivers about the impacts of making unsafe decisions when driving. Outreach efforts are supported by the WTSC during statewide HVE campaigns. Regional TZMs also support public outreach efforts during locally planned HVE events. Below are descriptions of the Scope of Work for each funding category. The WTSC accepts written requests for moderations to the Scope of Work through the regional Target Zero Manager.

This grant provides funding for HVE enforcement in a variety of emphasis areas: impaired driving enforcement, distracted driving enforcement, seat belt use enforcement, flex patrols, motorcycle safety patrols, Target Zero Teams.

HVE Enforcement Plan Requirement:

A HVE Mobilization Plan is required prior to all HVE activity. The local traffic safety task force and TZM are responsible for submitting this form to the WTSC HVE Program Manager prior to enforcement activities begin. This form serves as prior approval for HVE events and includes the following information:

- Problem statement
- Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations
- Public outreach strategy
- Evaluation plan

Law enforcement officers will complete an Emphasis Patrol Activity Log within 48 hours of the completion of the patrols.

Statewide Impaired Driving Enforcement:

The agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaigns:

- Holiday DUI Patrols – December 12 – January 2
- Drive Sober or Get Pulled Over – August 16 – September 3

The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 6:00 p.m. and will occur Thursday-Sunday.

Up to 40 percent of funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event.

This funding can be used to support the professional growth of officers with limited exposure to impaired

driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert or ARIDE trained.
- TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of 2 times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least 1 impaired driving mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.
- Funding will pay for overtime for the mentor officer and the mentee officer.

This funding can be used to conduct premise checks in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:

- Approval for this activity is done through the HVE Mobilization Plan. This plan must be received prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the premise (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
- Each establishment is counted as 1 contact on the Officer Activity Log.
- The WA Liquor and Cannabis Board must be notified in advance of this activity to encourage collaboration and support.

Statewide Distracted Driving Enforcement:

The agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaign:

- On the Road Off the Phone – March 28 - April 14

With the State of Washington's new distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law. These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations.

Up to 40 percent of funding in this category can be expended outside of the campaign periods. However, the funds must only be used for distracted driving enforcement.

Statewide Seat Belt Use Enforcement:

The agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaign:

- Click It or Ticket – May 13 – June 2

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible these patrols shall occur in areas with the lowest seat belt use.

Up to 40 percent of funding in this category can be expended outside of the campaign periods. However, the funds must only be used for seat belt use enforcement.

Flex Patrols:

The local Task Force may coordinate local impaired driving, seatbelt, distracted driving, or speeding HVE events during the contract period. Dates of flex HVE events may not coincide with statewide patrol periods. Dates of local patrols will be reported in advance to the WTSC. Ideally, the HVE mobilization plans for flex patrols are sent to the WTSC for review at least 2 months prior to the event date. Only enforcement activity conducted during a pre-approved event will be considered for reimbursement.

This funding can be used to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- The activity must be during a Friday or Saturday night.
- WTSC approval for impaired driving mentorship is done through email communication with the Target Zero Teams WTSC Program Manager. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert trained officer.
- TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of 2 times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least 1 Target Zero Teams or other impaired driving enforcement mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.
- Funding will pay for overtime for the mentor officer and the mentee officer.

This funding can be used to conduct premise checks in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:

- Approval for this activity is done through the HVE Mobilization Plan. This plan must be received prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the premise (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
- Each establishment is counted as 1 contact on the Officer Activity Log.
- The WA Liquor and Cannabis Board must be notified in advance of this activity to encourage collaboration and support.

Motorcycle Safety Patrols

The agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the

following campaign:

- Motorcycle Safety Patrols – July 5 – 21

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force.

Patrols should focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes speeding, impaired riding, and following too closely.

Patrols should also focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

Whenever possible, AGENCY should include motorcycle officers in these patrols.

Target Zero Teams Patrols:

The agency will engage in impaired driving multijurisdictional HVE patrols. The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force.

Whenever possible the Target Zero Teams patrols shall begin after 4:00 p.m. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement. Funds may be used toward impaired driving training purposes, on a case by case basis. Requests should be made in writing prior to the training, submitted to the TZM, and approved by the WTSC.

Target Zero Teams funding can be used to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- The activity must be during a Friday or Saturday night.
- WTSC approval for impaired driving mentorship is done through email communication with the Target Zero Teams WTSC Program Manager. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert trained officer.
- TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of 2 times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least 1 Target Zero Teams or other impaired driving enforcement mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.
- Funding will pay for overtime for the mentor officer and the mentee officer.

Standardized Field Sobriety Testing (SFST) Training Requirement:

The agency certifies that all officers participating in these patrols are SFST trained and meet the following requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.
- For impaired driving HVE mobilizations, there is one additional requirement:
- Officers must have made a DUI/DWI arrest within the past twelve months.

Media Contacts:

All of these patrols are conducted as part of a highly publicized, educational effort. Publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. The WTSC requests that the SUB-RECIPIENT posts traffic safety information to their web-based platforms during statewide and locally coordinated HVE mobilizations. **At least one individual must be available for weekend media contacts, beginning at noon on Fridays before mobilizations.**

3.1. MILESTONES AND DELIVERABLES

Mobilization

Dates

DUI Holiday Patrols

December 12 - January 2

Distracted Driving

March 28 - 14

Click It or Ticket

May 13 - June 2

Motorcycle Safety Patrol

July 5 - 21

DUI Drive Sober or Get Pulled Over

August 14 - September 2

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$3,000.00. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both Parties. Comp-time is not considered overtime and will not be approved for payment.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution

is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending the IAA. HVE grant funds are managed in a collaborative approach between the sub recipient and the TZM.

These alterations must be documented through email communication between all involved parties, including the TZM, and the WTSC Fiscal Analyst.

Funds within the same budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. Up to 40 percent of the statewide enforcement funding can be expended during dates outside of the designated statewide campaign periods. However, impaired driving funds must be used during another national impaired driving enforcement campaign or other large local event.

3.3. SUMMARY OF PROJECT COSTS

Fundings break down into the following enforcement categories:

EMPHASIS PATROL

Statewide Impaired Driving Patrols

(Section 405d, CFDA 20.616) \$500.00

Statewide Distracted Driving Patrols

(Section 402, CFDA 20.600) \$500.00

Statewide Click it or Ticket

(Section 405b, CFDA 20.616) \$500.00

Statewide Speeding Patrols

\$0.00

Flex Funding (Local DUI, Speed, Distracted, and Seat Belt Patrols)

(Section 402, CFDA 20.600) \$500.00

Motorcycle Safety

\$0.00

(164 Funds, CFDA 20.608)

Target Zero Teams (DUI)

\$1,000.00

(Section 405d, CFDA 20.616)

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. PARTICIPATION REQUIREMENTS AND CONDITIONS

For each of the overtime emphasis patrols listed in the Statement of Work, the SUB-RECIPIENT will follow all protocols detailed in the "Multijurisdictional High Visibility Enforcement Protocols," which will be provided by the WTSC. Exceptions to these protocols must be pre-approved by the WTSC prior to the emphasis patrol(s).

5. PERFORMANCE STANDARDS

Participating law enforcement officers working overtime hours are expected to make a minimum of three self-initiated contacts per hour of enforcement. The WTSC recognizes that some contacts may result in time-consuming enforcement-related activities, and these activities are reimbursable. Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

6. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit an officer Emphasis Patrol Logs to their regional TZM, or by other approved means, or by other pre-approved means, within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section.

7. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

8. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

9. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings,

oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

10. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

11. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

12. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement the TZM with supporting documentation, as WTSC shall require. The TZM will submit all approved invoices to the WTSC via WTSC's online grant management system within 10 days of receipt.

All invoices for reimbursement include the following:

- Form A-19 provided by WTSC or its pre-approved equivalent. The hourly rate of each officer included on the invoice must be identified.
- Emphasis Patrol Log for each officer.
- WTSC's Overtime Log or the SUB-RECIPIENT's overtime approval sheets signed by the officer's supervisor

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2019, **must be received by WTSC no later than August 10, 2019.** All invoices for goods received or services performed between July 1, 2019, and September 30, 2019, **must be received by WTSC no later than November 15, 2019.**

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

14. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

15. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

16. DISPUTES

16.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

16.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

17. GOVERNANCE

17.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

17.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

17.2.1. Applicable federal and state statutes and rules

17.2.2. Terms and Conditions of this Agreement

17.2.3. Any Amendment executed under this Agreement

17.2.4. Any SOW executed under this Agreement

17.2.5. Any other provisions of the Agreement, including materials incorporated by reference

18. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

19. INDEMNIFICATION

19.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

19.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

19.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

20. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

21. INSURANCE COVERAGE

21.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

21.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

22. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

23. RECORDS MAINTENANCE

23.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

23.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

24. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this

Agreement.

25. RIGHTS IN DATA

25.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

25.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

25.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

26. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

27. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

28. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

29. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

30. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-

RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

31. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

32. TREATMENT OF ASSETS

32.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

32.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

32.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

32.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

32.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

32.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

33. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

34. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification,

and which is approved by the Secretary of Transportation.

35. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

35.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

35.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

35.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

35.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

35.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

35.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

35.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

35.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

35.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take

other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

35.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

35.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

36. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

36.1. The SUB-RECIPIENT shall:

36.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

36.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

36.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

36.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

36.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

36.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

37. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

38. FEDERAL LOBBYING

38.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

38.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

38.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

38.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

38.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

39. NONDISCRIMINATION

39.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

39.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

39.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

39.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

39.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

39.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

40. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

41. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

42. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

43. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Hector Rivera hector.rivera@uniongapwa.gov 509-728-5262	Jerry Noviello jnoviello@wtsc.wa.gov 360-725-9897 ext.

44. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Union Gap Police Department

Signature

Printed Name

Title

Date

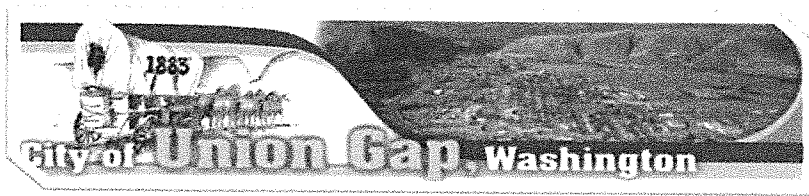
WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date



City Council Communication

Meeting Date: October 22, 2018
From: David Dominguez; City Engineer
Topic/Issue: Resolution – WARN Mutual Aid and Assistance Agreement

SYNOPSIS: Local agencies are encouraged to establish intrastate mutual aid and assistance networks. The purpose of these networks is to provide a method whereby water/wastewater utilities that have sustained damages from natural or man-made events could obtain emergency assistance in the form of personnel, equipment, materials, and other associated services as necessary, from other water/wastewater utilities.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign the Mutual Aid and Assistance Agreement for Washington State for Intrastate Water/Wastewater Agency Response Network (WARN).

LEGAL REVIEW: The City Attorney reviewed this resolution and agreement.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Mutual Aid and Assistance Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign the Mutual Aid and Assistance Agreement between a network of utility agencies and the City of Union Gap relating to the establishment of intrastate mutual aid and assistance network.

WHEREAS, the City of Union Gap recognizes that emergencies may require aid or assistance in the form of personnel, equipment, and supplies.

WHEREAS, in order to receive mutual aid and assistance the City must agree to the terms set forth in the agreement and thus establish an intrastate Network for Mutual Aid and Assistance; the Network.

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

The City Manager is authorized to sign an Agreement between public water and wastewater utilities to establish an intrastate Network for Mutual Aid and Assistance; the Network.

PASSED this 22nd day of October, 2018.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

**Mutual Aid and Assistance Agreement for Washington State for Intrastate
Water/Wastewater Agency Response Network (WARN)**

As of: 04/13/09

This Agreement ("Agreement") is made and entered into by public water and wastewater utilities that have executed this Agreement.

**ARTICLE I
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatories hereby establish an Intrastate Network for Mutual Aid and Assistance (the "Network"). Through the Network, Members (as further defined in this Agreement) may coordinate response activities and share resources during emergencies.

**ARTICLE II
DEFINITIONS**

A. Authorized Official – An employee or officer of a Member agency that is authorized to:

1. Request assistance;
2. Offer assistance;
3. Decline to offer assistance;
4. Decline to accept offers of assistance, and
5. Withdraw assistance under this Agreement.

B. Emergency – A natural or human-caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering, significant financial loss, or damage to environment. For example, Emergencies may include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that are, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate by itself.

C. Member – Any public agency which provides supply, transmission or distribution of water; or collection, conveyance or treatment services of storm water or waste water that executes this Agreement (individually a "Member" and collectively the "Members"). The Members are further classified as follows:

1. Requesting Member – A Member who requests aid or assistance under the Network.
2. Responding Member – A Member that responds to a request for aid or assistance under the Network.

D. Period of Assistance – The period of time when a Responding Member

assists a Requesting Member in response to a Request for Assistance. The Period of Assistance commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when all of the resources return to the Responding Member's facility (*i.e.*, portal to portal).

E. National Incident Management System (NIMS): The national, standardized system for incident management and response that sets uniform processes and procedures for emergency response operations.

F. Associate – Any non-utility participant approved by the Statewide Committee that provides a support role for the Network (such as the State Department of Health). An Associate does not execute this Agreement.

ARTICLE III **ADMINISTRATION**

The Network is administered through Regional Committees and a Statewide Committee.

A. Regional Committees. The State is divided into regions that are geographically the same as the existing Department of Health Office of Drinking Water regions of the state, with the exception that the eastern region is divided to create a central region. Each region has a Regional Committee. Each Member within a region may appoint one person to be a member of its Regional Committee. Only those Regional Committee members appointed by Members are entitled to vote on matters before the Regional Committee. An Associate may be a non-voting member of a Regional Committee. Each Regional Committee shall elect a Chair by majority vote of the voting members of that Regional Committee and shall meet annually to review the operations and procedures of the Network.

B. Statewide Committee. The Chairs of the Regional Committees are the voting members of the Statewide Committee. An Associate may be a non-voting member of the Statewide Committee. Further, the Statewide Committee also may include as non-voting members representatives from the Washington State Department of Health Office of Drinking Water, Washington State Department of Ecology, Washington State Emergency Management Division, Rural Community Assistance Corporation, Evergreen Rural Water of Washington, Washington State Public Health Laboratory, EPA Region 10, Washington Association of Sewer and Water Districts, and the Washington PUD Association. Under the leadership of a Statewide Committee Chair elected by majority vote of the voting members of the Statewide Committee, the Statewide Committee shall plan and coordinate emergency planning and response activities for the Network.

C. Members' administrative activities shall be voluntary and members shall not be required to finance the administration of the Network, nor shall the Network hold real or personal property.

ARTICLE IV PROCEDURES

In coordination with the Regional Committees, and emergency management and public health systems of the State, the Statewide Committee shall develop and adopt operational and planning procedures for the Network that are consistent with this Agreement. The Statewide Committee shall review these procedures at least annually and shall update them as needed.

ARTICLE V REQUESTS FOR ASSISTANCE

A. Member Information: Promptly after executing this Agreement, the signatory Member shall deliver the following to the Statewide Committee: (1) a certified copy of the action of Member's governing body that authorized the signing of this Agreement and (2) an original signed Agreement. Each Member shall identify an Authorized Official and one alternate Authorized Official. Each Member shall provide current 24-hour contact information for its Authorized Officials to the Statewide Committee, which shall maintain a current list of all Members and the contact information for their Authorized Officials. The Statewide Committee shall provide to all Members an updated version of this list annually and whenever there is an addition or withdrawal of a Member and whenever there is a change of Authorized Officials' contact information.

B. Request for Assistance. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from Members ("Request for Assistance"). Requests for Assistance may be made orally or in writing, provided that when a Request for Assistance is made orally, the Requesting Member shall, as soon as practicable, identify and transmit in writing the personnel, equipment and supplies requested. Requesting Members shall direct Requests for Assistance to Authorized Officials. The Statewide Committee shall provide specific protocols for Requests for Assistance as part of the procedures created pursuant to Article IV of this Agreement.

C. Response to a Request for Assistance – Members are not obligated to respond to a Request for Assistance. After a Member receives a Request for Assistance, the receiving Member's Authorized Official shall evaluate whether to respond to the Request for Assistance, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether the Member will respond to the Request for Assistance. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member of the type of available resources and the approximate arrival time of such assistance.

D. Discretion of Responding Member's Authorized Official – No Member has any duty to respond to a Request for Assistance. When a Member receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion

as to whether or not to respond to the Request for Assistance, and if responding in the affirmative, to determine the availability of resources to be made available to the Requesting Member. The response of a Member's Authorized Official regarding the availability of resources to a Requesting Member shall be final.

E. No Liability for Failure to Respond – No Member will be liable to any other Member for deciding not to respond to a Request for Assistance or otherwise failing to respond to a Request for Assistance. All Members hereby waive all claims against all other Members arising from or relating to any Member's decision to not respond to a Request for Assistance or to any Member's failure to respond to a Request for Assistance.

ARTICLE VI

RESPONDING MEMBER PERSONNEL

A. National Incident Management System-When providing assistance under this Agreement, the Requesting Member and Responding Member are encouraged (but are not obligated) to be organized and function under NIMS.

B. Coordination and Records – Employees of the Responding Member will remain under the direction and control of the Responding Member to the fullest extent possible. The Responding Member is an independent contractor at all times. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance and for the equipment and supplies provided during work.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. Whenever practical, the Requesting Member shall supply adequate food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the food and shelter necessary to meet the needs of its personnel.

D. Communication – The Requesting Member shall provide Responding Member personnel with communications equipment as available, radio frequency information to program existing radios if appropriate, or telephone contact numbers, in order to facilitate communications with local responders and utility personnel. Each Requesting Member shall provide contact information for an individual with whom Responding Member's personnel may coordinate while en-route for access, staging instructions and other logistical requirements.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are

normally employed.

F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during a Period of Assistance.

ARTICLE VII

RIGHT TO WITHDRAW RESOURCES

A. Right to Withdraw - A Responding Member may withdraw some or all of its resources at any time for any reason, as determined in the Responding Member's sole and absolute discretion. The Responding Member shall communicate written or oral notice of intention to withdraw all or some of a Responding Member's resources to the Requesting Member's Authorized Official as soon as practicable under the circumstances. To the greatest extent possible, but without limiting in any way a Responding Member's sole and absolute discretion, a Responding Member's determination to withdraw some or all of its resources provided to a Requesting Member should consider the status of the incident and incident stability, to minimize any adverse impacts from the withdrawal of resources by a Responding Member.

B. No Liability for Withdrawal - No Member will be liable to any other Member for first responding to a Request for Assistance by providing resources (such as personnel, materials, and equipment) and later withdrawing or refusing to continue to provide some or all of those resources. All Members hereby waive all claims against all Members arising from or relating to such a withdrawal or refusal.

ARTICLE VIII

COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for all costs incurred by the Responding Member during a Period of Assistance, unless otherwise agreed in writing by both Members.

A. Personnel – The Requesting Member shall reimburse the Responding Member for personnel costs incurred for work performed during a Period of Assistance. Responding Member personnel costs will be calculated according to the terms provided in their employment contracts, hourly rate schedules or other conditions of employment. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during a Period of Assistance. The Requesting Member shall include in its reimbursement of the Responding Member all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Unless otherwise agreed in writing, the Requesting Member shall reimburse the Responding Member for all reasonable and necessary costs associated with providing food and shelter for the Responding Member's personnel, if the food and shelter are

not provided by the Requesting Member. The Requesting Member is not required to reimburse the Responding Member for food and shelter costs in excess of State per diem rates unless the Responding Member demonstrates in writing that the excess costs were reasonable and necessary under the circumstances.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. The Requesting Member shall return all equipment to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. If equipment cannot be returned in good working order, then Requesting Member shall either provide in-kind replacement equipment to Responding Member at no cost to Responding Member or pay to Responding Member the actual replacement cost of the equipment. Reimbursement rates for equipment use will be no less than the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. If reimbursement rates are to be different than those in the FEMA Schedule of Equipment rates, Responding Member and Requesting Member shall agree in writing on which rates will be used prior to dispatch of the equipment to the Requesting Member. Requesting Member shall reimburse for equipment not referenced on the FEMA Schedule of Equipment Rates based on actual recovery of costs. If a Responding Member is required to lease equipment while its equipment is being repaired because of damage due to use during a Period of Assistance, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies by the Responding Member during a Period of Assistance. The Responding Member shall not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage will be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – In order to be reimbursed, the Responding Member shall provide an itemized bill to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance for all expenses incurred by the Responding Member while providing assistance to a Requesting Member under this Agreement. The Responding Member may request additional time to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such a request. The Requesting Member shall pay the itemized bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional time to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such a request, but in no event will payment in full occur later than one year after the date a final itemized bill is submitted to the

Requesting Member. If a Responding Member disputes a portion of an itemized bill, the Requesting Member shall promptly pay those portions of the bill not under dispute, pending the resolution of the payment of the disputed portion of the bill.

E. Records - Where a Responding Member provides assistance to a Requesting Member under this Agreement, both Members shall provide the other Member access to the books, documents, notes, reports, papers and other records relevant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making or undergoing a financial, maintenance or regulatory audit. Both Members shall maintain these records for at least three (3) years or longer where required by law.

ARTICLE IX **DISPUTES** **NEGOTIATION**

Members shall first attempt to resolve any controversy, claim or other dispute arising out of or relating to this Agreement by direct negotiation.

MEDIATION

To the extent not resolved by direct negotiation, Members shall mediate any controversy, claim or other dispute arising out of or relating to this Agreement. Mediation is a condition precedent to arbitration. Unless the disputing Members agree otherwise, the mediation will be administered by the American Arbitration Association (AAA) under its Construction Industry Mediation Procedures. The disputing Members shall pay in equal shares the mediator's fee and any filing fees. Unless otherwise agreed by the disputing Members, the disputing Members shall (1) hold the mediation no later than thirty (30) days after a disputing Member delivers a request for mediation to the other disputing Members and (2) hold the mediation at the location of the Requesting Member. Agreements reached in mediation will be enforceable as settlement agreements.

ARBITRATION

To the extent not resolved by mediation, Members shall arbitrate all controversies, claims and other disputes arising out of or relating to this Agreement. Unless the disputing Members agree otherwise, the arbitration will be administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date a disputing Member makes a demand for arbitration. A disputing Member may make a demand for arbitration before negotiation or mediation if it appears that a claim might be barred by a statute of limitations if the demand were made after the negotiation or mediation. However, in such a case the arbitration will be stayed until the conclusion of negotiation and mediation. The decision and award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE X

DUTY TO INDEMNIFY

To the extent of its fault, a Member shall defend, indemnify, and hold harmless all other Members, their elected officials, Authorized Officials, officers, employees and agents from any and all costs, claims, judgments, losses, awards of damage, injury, death and liability of every kind, nature and description, including the reasonable cost of defense and attorneys' fees, directly or indirectly arising from or relating to this Agreement (collectively, "Indemnified Claims"). This indemnity obligation extends to all Indemnified Claims against a Member by an employee or former employee of another Member, and for this purpose, by mutual negotiation, each Member hereby expressly waives, with respect to each other Member only, all immunity and limitation under any applicable industrial insurance act, including Title 51 of the Revised Code of Washington, other worker compensation acts, disability benefit acts or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of Indemnified Claims.

ARTICLE XI

WORKER'S COMPENSATION AND SITE CONDITIONS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

Each Member shall promptly identify to the other Members concerns about site safety, environmental concerns, and other working conditions. The Safety Officer appointed within the Incident Command System during the Period of Assistance shall address specific safety conditions and mitigations.

ARTICLE XII

NOTICE

Unless otherwise provided in this Agreement, all notices must be in writing. Notice to a Member must be delivered to the Member's Authorized Official.

ARTICLE XIII

EFFECTIVE DATE

This Agreement shall be effective with respect to each Member when that Member's authorized representative executes the Agreement. The Statewide Committee shall maintain a master list of all Members.

ARTICLE XIV

WITHDRAWAL

A Member may withdraw from this Agreement at any time by providing to the Statewide Committee Chair written notice of withdrawal signed by the withdrawing Member's Authorized Official or other person authorized by the withdrawing Member's governing body. Any withdrawal will be effective upon receipt by the Statewide Committee Chair of the notice of intent to withdraw. If there is no Statewide Committee Chair, the withdrawing Member shall provide written notice to each Member in its region, and the withdrawal will be effective upon delivery of those notices. Once withdrawal from this Agreement is effective, the withdrawing Member will have no further obligations under this Agreement, except that withdrawal from this Agreement will not affect any indemnification or reimbursement obligation under this Agreement that arises prior to the effective date of the withdrawal.

ARTICLE XV **TERMINATION**

This Agreement shall terminate in its entirety when there are less than two Members. Termination of this Agreement will not affect any indemnification or reimbursement obligation under this Agreement arising prior to the termination. The Statewide Committee Chair shall provide written notice of termination to all remaining Members of the Agreement.

ARTICLE XVI **AMENDMENT**

This Agreement may be amended if, after written notice of a proposed amendment to all Members, the proposed amendment is approved by a majority of Members in each region. The Statewide Committee Chair shall provide written notice to all Members of approved amendments. Approved amendments will take effect sixty (60) days after the date the notice is sent to the Members.

ARTICLE XVII **SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XVIII **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

Notwithstanding rights of subrogation asserted by a Member's insurance provider, this Agreement is for the sole benefit of the Members and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Member owe duty to a third party not a signatory of this Agreement by virtue of this Agreement. Assignments of benefits and delegations of duties created by this

Agreement are prohibited and of no effect.

ARTICLE XIX
GOVERNING LAW

This Agreement is governed by the law of the State of Washington, specifically RCW 39.34, Interlocal Cooperation Act.

ARTICLE XX
EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

The water and wastewater utility listed below executed this Agreement on this _____ day of _____ 201 .

Water/Wastewater Utility: _____

By: _____

Title: _____

Please Print Name

By: _____

Title _____

Please Print Name

Approved as to form

By: _____
Attorney for Member

Please Print Name



City Council Communication

Meeting Date: October 22, 2018
From: David Dominguez; City Engineer
Topic/Issue: Discussion – Rock Avenue Sewer Extension

SYNOPSIS: A South Broadway Capital Cost Recovery Area (capital cost recovery area) was established for the purpose of assessing fees to recover the city's capital costs in providing the availability of municipal water and municipal sewer service and the ability to connect to the water and sewer transmission mains. Fees are assessed for new connections to the water mains and sewer stubs installed along the primary routing areas.

Residents in the area are requesting additional Capital Cost Recovery Areas be considered to spread-out the costs associated with the installation of water and sewer in the South Broadway area.

RECOMMENDATION: Discussion Only

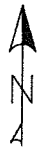
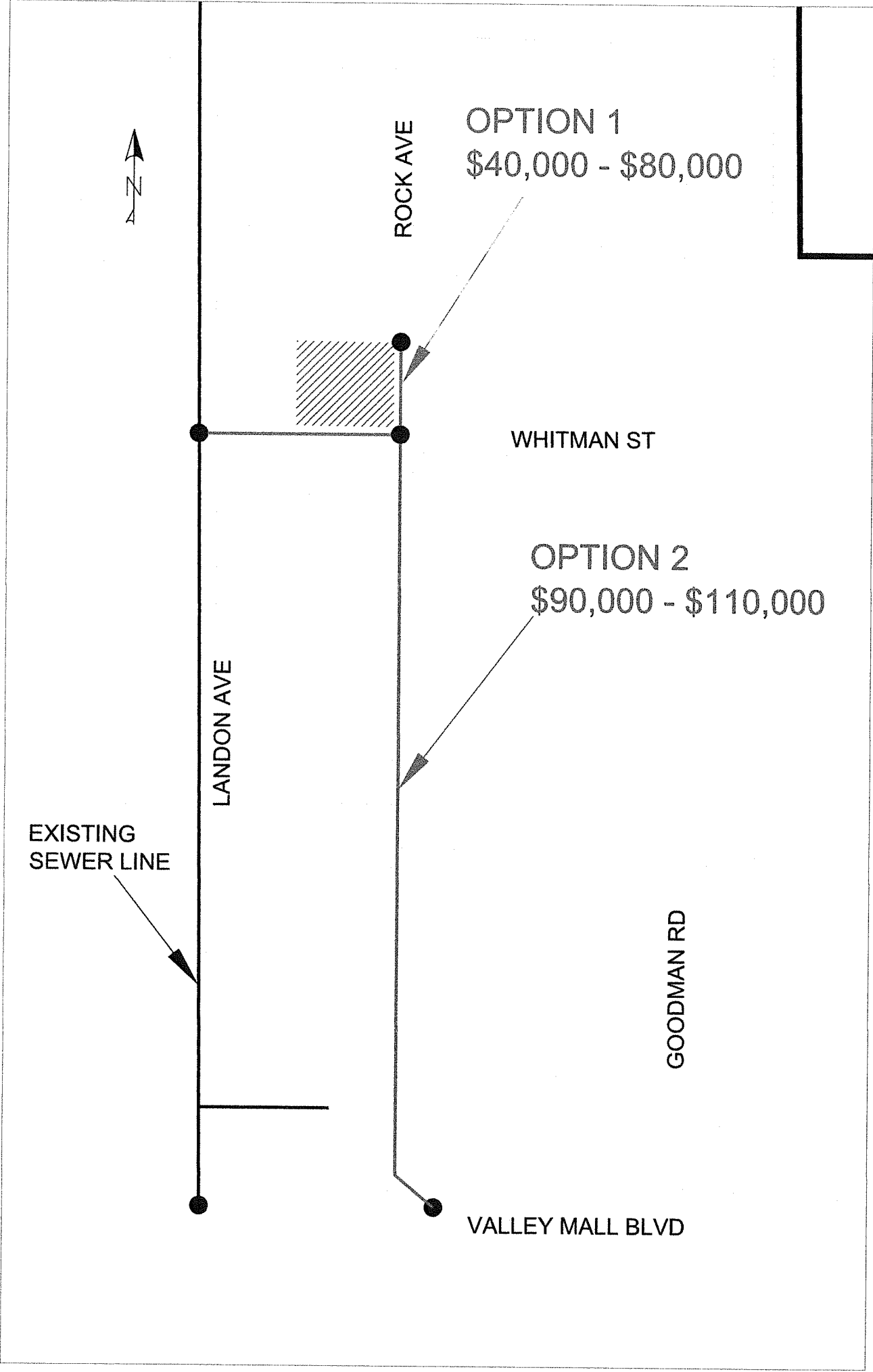
LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:



ROCK AVE

OPTION 1
\$40,000 - \$80,000

WHITMAN ST

OPTION 2
\$90,000 - \$110,000

LANDON AVE

EXISTING
SEWER LINE

GOODMAN RD

VALLEY MALL BLVD



City Council Communication

Meeting Date: October 17, 2018

From: Arlene Fisher, City Manager

Topic / Issue: Resolution - Public Defense Contract

SYNOPSIS: The City would like to contract with Attorney Troy Lee for indigent defense.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign a contract with Troy Lee for indigent defense services.

LEGAL REVIEW: Reviewed by City Attorney

FINANCIAL REVIEW: These costs are included in the 2018 budget.

BACKGROUND INFORMATION: Due to our increasing Municipal, District Court case filings, the need to hire another Public Defender is necessary. Per Wilbur, et al Mt. Vernon, Public Defenders are limited to the number of cases allowed. The City also received and accepted a grant from the Office of Public Defense specifically to help the City offset the cost of raises for public defenders.

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 Troy Lee for public defense services.

WHEREAS, Troy Lee 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 Troy Lee for public defense services.

PASSED this 22nd day of October, 2018.

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 Troy Lee (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 1, 2018 the City shall pay to the Public Defender for services rendered under this Contract the sum of \$250.00 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 \$145.00 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:

Troy Lee, Attorney

117 North 3rd Street, #201

Yakima, WA 98901

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: _____

City Clerk, Karen Clifton

By: PUBLIC DEFENDER

Troy Lee

ADDRESS: 117 N. 3rd Street #201

Yakima, WA 98901

APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY

By: _____

Bronson Brown
City Attorney, Union Gap



City Council Communication

Meeting Date: October 17, 2018

From: Arlene Fisher, City Manager

Topic / Issue: Resolution - Public Defense Contract - Appellate Representation

SYNOPSIS: The City would like to contract with Attorney Troy Lee for Appellate Representation for an indigent defense.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign a contract with Troy Lee for Appellate Representation for an indigent defense services.

LEGAL REVIEW: Reviewed by City Attorney

FINANCIAL REVIEW: These costs are included in the 2018 budget.

BACKGROUND INFORMATION: Due to our increasing Municipal, District Court case filings, the need to hire another Public Defender is necessary. Per Wilbur, et al Mt. Vernon, Public Defenders are limited to the number of cases allowed. The City also received and accepted a grant from the Office of Public Defense specifically to help the City offset the cost of raises for public defenders.

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 Troy Lee for appellate representation for indigent defense.

WHEREAS, Troy Lee is an experienced attorney in criminal defense who has been contracted with the City to provide appellate representation for 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 Troy Lee for appellate representation for indigent defense services.

PASSED this 22nd day of October, 2018.

City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

CITY OF YAKIMA
APPELLATE REPRESENTATION
OF INDIGENT DEFENDANT(S)

THIS AGREEMENT, made and entered into this 22nd day of October 2018, by and between Troy Lee, Of Yakima, Washington hereinafter the "Appellate Representation provider", and the CITY OF UNION GAP. a municipal corporation, hereinafter referred to as the "City"

WHEREAS. the Appellate Representation Provider is an attorney licensed to practice law in the State of Washington. with offices at 117 N 3rd Street #201, Yakima, WA 98901 and:

WHEREAS. the parties hereto are desirous of effectuating an agreement whereby the Appellate Representation Provider will provide appellate representation for indigent appellants and other eligible persons in the Yakima Municipal Court or District Court and its various departments: now,

therefore,

IT IS HEREBY mutually agreed as follows:

1. Duties. The Appellate Representation Provider shall provide as assigned high- quality appellate representation for indigent appellants seeking review of a final decision including conviction for misdemeanor and/or gross-misdemeanor crime(s) occurring within the City of Yakima and processed by the City of Yakima Municipal Court.

2. Duty in Case of Conflict. In the event that representation of an appellant creates a conflict of interest, such that the assigned Appellate Representation Provider cannot represent the appellant, the Appellate Representation Provider shall immediately notify the City of the conflict.

3. Insurance. Without limiting the Appellate Representation Provider's indemnification. it is agreed that the Appellate Representation Provider shall maintain in force, at all times during the performance of this Agreement, a policy or policies of insurance covering its operation as described below.

A. Professional Liability Insurance

The Appellate Representation Provider shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during constitute the professional course of their services employment in the performance with the Appellate of this Representation Agreement. For Provider purposes which of this Agreement, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than One Million Dollars (\$1. 000,000) combined single limit per claim/aggregate. The Appellate Representation Provider further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its employees and where such payments are not covered by any professional liability insurance, including but limited to the amount of the deductible under the insurance policy. The Appellate Representative Provider shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Appellate Representation Provider will continue to carry coverage for not less than three (3) years after expiration to this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing coverage. The appellate Representation Provider shall provide certificates of insurance or upon written request of the city, duplicates of the policies as evidence of insurance protection.

4. Specific Duties. The Appellate Representation Provider shall provide services necessary or incidental to the performance of the work set forth in the APPELLATE REPRESENTATION PROVIDER – STATEMENT OF WORK – EXHIBIT A.

5. Term and Renegotiation. This Agreement shall commence on October 22, 2018 and terminate on upon the conclusion of the case, unless extended or sooner terminated as provided herein. The period of performance may also be extended by mutual written agreement of the parties. Should the Appellate Representation Provider elect to re-negotiate this Agreement for an additional term, he shall submit a proposal for compensation for additional service at least 30 days before the expiration date.

6. Compensation In return for the above -enumerated services, the Appellate Representation Provider shall receive compensation as follows:

The Appellate Representation Provider shall be compensated at the rate of 175.00 per hour for services rendered relative to appeals plus expenses; provided that the maximum compensation payable for attorney fees per case through the superior court level will be \$ 3,000.00.

The aforementioned amounts shall be payable when billed to the City. The bill shall include a breakdown of the hourly service provided and shall be submitted to:

City of Union Gap Accounts Payable
PO BOX 3008
Union Gap, WA 98903

7. Transcription The City shall, in addition, compensate the Appellate Representation Provider for the cost of court record transcription incurred by the Appellate Representation Provider on behalf of indigent clients covered by this Agreement.

8. Expert Witnesses Where necessary and appropriate to the representation. the City by the shall compensate the Appellate Representation Provide for expert witness fees incurred by the Appellate Representation Provider on behalf of indigent clients covered by this Agreement upon application and approval of the court.

9. Assignment. Appellate Representation Provider shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

10. Successors Bound. Subject to the provisions of Section 11 this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors. and assigns.

11. Ethic Compliance, Reports, and Training. The Appellate Representation Provider will provide the aforementioned services in conformity with all applicable Rules of Professional conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. An annual report shall be provided by the Appellate Representation Provider on a form approved by the City manager on or before August 1 of each year. The report must include a statement of hours billed for nonpublic defense legal services in the previous calendar year, including number and types of private defense cases, as the same may be required by RCW 10.101.050 as now exists or may be subsequently amended. The Appellate Representation Provider agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exists or may be subsequently amended.

12. Taxes and Assessments. The Appellate Representation Provider shall be solely responsible for compensating its employees and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed against either party as a result of this Agreement, the Appellate Representation Provider shall pay the same before it becomes due and indemnify and hold the city harmless from any liability arising out of the same.

13. Independent Contractor. The parties agree that the Appellate Representation Provider is an independent contractor with the responsibility and authority to control and direct the performance of the details for the work described herein in accordance with the terms and conditions of the Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Appellate Representation Provider. No agent, employees, subcontractor, or representative of the Appellate Representation Provider shall be deemed to be an employee, agent, servant, or representative of the city Municipal Court for any purpose, and the employees, agent, subcontractor, or representative of the Appellate Representation Provider are not entitled to any of the benefits the city provides for its employee. The Appellate Representation Provider will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

14. Indemnity. The Appellate Representation Provider hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporations, or property arising, directly or indirectly, out of the operations of this Agreement, cause or contributed thereto by the Appellate Representation Provider or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Appellate Representation Provider to indemnify the City or its elected or appointed officials, agents, volunteers or employees for injury to persons, corporation, and/or property arising from and to the extent attributable to the negligence of the city and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, or employees for damages arising out of or by reason of acts

of the Appellate Representation Provider, the Appellate Representation Provider agrees to pay all cost of defense, including reasonable attorney's fees and any judgment resulting therefrom.

15. Nondiscrimination. The Appellate Representation Provider shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

16. Termination. Either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the other party at the address listed in this Agreement.

17. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance.

18. Venue. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Yakima, Washington.

19. Integration. It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

20. Waiver of Breach. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instance, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this 22nd day of October 22, 2018

CITY OF UNION GAP

APPELLATE REPRESENTATION PROVIDER

By: _____

By: _____

Arlene Fisher, ICMA-CM

Troy Lee

City Manager

117 North 3rd Street, #201

102 W Ahtanum Road

Yakima, WA 98901

Union Gap, WA 98903

EXHIBIT A
APPELLATE REPRESENTATION PROVIDER
STATEMENT OF WORK

1. APPELLATE REPRESENTATION PROVIDER CONTRACTOR DUTIES AND

RESPONSIBILITIES — The Appellate Representation Provider shall provide high quality indigent appellate representation in the cases assigned to it by the Yakima Municipal Or District. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Rules of Appellate Procedure, the rules for Appeal of Decisions in Courts of Limited Jurisdiction, and the Washington State Rules of Professional Conduct as well as all applicable case law, statutes regulations, and all other applicable court rules defining the duties of counsel and the rights of defendants in criminal appellate cases. The appellate Representation Provider's primary and most fundamental responsibility is to promote and protect the best interest of the client.

2. TASKS – The appellate Representation Provider shall perform the following tasks with regard to each case to which the Appellate Representation Provider is appointed.

- A. Maintain a law office with suitable client interview facility. The Appellate Representation Provider will provide adequate phone line, computers, postage, office equipment, office supply, office furniture and legal research tools to maintain a smooth running and efficient law office.
- B. Receive notices of appointment for indigent appellants each court day or as necessary. Set up and maintain files on each assigned appellant.
- C. Establish and maintain client contact, keep the client informed of the progress of the appeal.
- D. Maintain staff to answer the Appellate Representation Provider's telephone during regular work hours (Monday-Friday, on a schedule established by the Contractor).
- E. Maintain continuity of representation at all stage of a case.

3. COMPLAINTS

- A. The appellate Representation Provider shall respond in writing to complaints addressed to the City.
- B. The Appellate Representation Provider shall notify the City of Union Gap in writing when it becomes aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension or disbarment.



City Council Communication

Meeting Date: October 22, 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – Amending UGMC Chapter 4.04 - Occupation Licenses

SYNOPSIS: The State Legislature enacted BH 2005 during the 2017 legislative session, requiring municipalities to adopt certain model ordinance language pertaining to general business license requirements.

RECOMMENDATION: Adopt an ordinance amending UGMC Chapter 4.04 relating to occupation license requirements.

LEGAL REVIEW: The City Attorney wrote this ordinance.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending Chapter 4.04 of the Union Gap Municipal Code relating to Occupation licenses.

WHEREAS, the Washington State Legislature enacted HB 2005 during the 2017 legislative session;

WHEREAS, HB 2005 requires that municipalities adopt certain model ordinance language that was drafted by the Association of Washington cities, pertaining to general business licensing requirements; and

WHEREAS, HB 2005 also provides that if the City does not adopt such model ordinance language by January 1, 2019, The City would no longer be able to enforce its business licensing requirements;

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

Section 1. Chapter 4.04 of the Union Gap Municipal Code is hereby amended and new sections 4.04.015 and 4.04.065 are added and read as follows:

4.04.015 – Engaging in Business-Defined.

(A) The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(B) This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

(C) Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

(1) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

(2) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

(3) Soliciting sales.

(4) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(5) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(6) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(7) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(8) Collecting current or delinquent accounts.

(9) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(10) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

(11) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

(12) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(13) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

(14) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(15) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

(16) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

(D) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.

(1) Meeting with suppliers of goods and services as a customer.

(2) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

(3) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

(4) Renting tangible or intangible property as a customer when the property is not used in the City.

(5) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.

(6) Conducting advertising through the mail.

(7) Soliciting sales by phone from a location outside the City.

(8) A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (4).

The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

4.04.065- Exemptions

(A) To the extent set forth in this section, the following persons and businesses shall be exempt from the registration, license and/or license fee requirements as outlined in this chapter:

(1) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. The exemption does not apply to regulatory license requirements or activities that require a specialized permit.

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 22nd day of October, 2018.

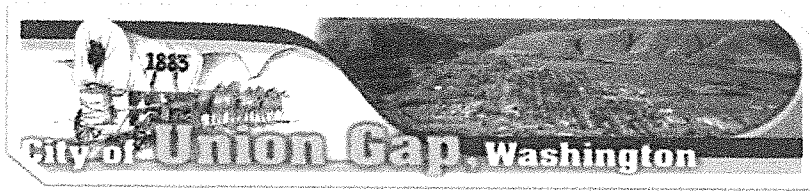
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: October 22, 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Resolution – Credit Card Purchasing Policy Amendment

SYNOPSIS: During the 2016 and 2017 accountability audit, the Auditor recommended changes to the City's credit card policy to include language requiring the purchaser to provide travel receipts within one week of travel.

RECOMMENDATION: Approve a resolution amending the City credit card purchasing policy.

LEGAL REVIEW: The City Attorney reviewed the resolution and policy.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Policy

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION amending the Credit Card Purchasing Policy for the City of Union Gap, Washington.

WHEREAS, during the 2016 and 2017 State audit, the Auditor recommended changing the language in the City's credit card policy;

WHEREAS, the change included adding language to address when itemized receipts for credit card charges during travel were due;

WHEREAS, the city wishes to amend the Credit Card Purchasing Policy to comply with the recommendation from the State Auditor;

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

The City's Credit Card Purchasing Policy is amended as attached hereto, in order to comply with the State Auditor's recommendation.

PASSED this 22nd day of October, 2018.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

**CITY OF UNION GAP
CREDIT CARD PURCHASING POLICY**

1. The City's Credit Card May Be Used for City's Business Related Activities Only. The Following Uses are Prohibited:
 - (a) Personal use,
 - (b) Cash advance,
 - (c) Employee salary of any type
2. Travel: Credit cards may be used for official business – related expenditures for hotel, parking, ferry, taxi, meals, gas, airline tickets, conference and class registrations, emergency city vehicle repairs, and other travel related expenses as authorized by the City Manager. Cardholder must return itemized receipts within 1 week of travel, unless otherwise approved by the City Manager (i.e. employee goes on vacation or is sick after returning from travel).
3. The Credit Card User Is Financially Responsible For Any Unauthorized Purchases And Purchases Not Supported By Appropriate, Itemized Receipts.
4. The City May Deduct the Amount of Disallowed/Unauthorized Expense from Credit Card User's Paycheck.
5. All Credit Card Applications Shall be applied for by Finance and Administration Director.
6. All Credit Card Purchases Shall Comply with City Code, and all Applicable State Regulations.
7. The Finance and Administration Department Will Be responsible For Implementing, Monitoring, and Administering This Policy i.e.
 - (d) Establish credit card limits with input from the Department Director,
 - (e) Provide training for the users,
 - (f) Monitor the purchasing activities,
 - (g) Retain original payment documentation,
 - (h) Audit for compliance with the card agreement and city requirements, and
 - (i) Review all instances of lost receipts. Repeat occurrence may result in suspension of credit card.
8. The Cardholder Shall:
 - a) Maintain receipts, sales slips, supplier invoices, packing slips, and other related documents,
 - b) Seek the best price available,
 - c) Follow up on the returned items for appropriate credit,
 - d) Maintain strict security of the credit card(s) and credit card number(s) to prevent theft, loss, and misuse,
 - e) Resolve any discrepancy with the suppliers and the financial institutions,
9. Lost or Stolen Credit Card
In the event of a lost or stolen credit card, immediately notify your director, and the Finance and Administration Department.

10. Credit Card Account Maintenance
Changes to a Cardholder's name, address or department, shall be reported to the Finance and Administration Department.
11. Credit Card Cancellation/Revocation
Notify the Finance and Administration Department immediately when a credit card is to be canceled or revoked.
12. Violation of Any Provision Of This Policy Or Any Related City Policy May Subject An Employee To Disciplinary Action Up To And Including Termination.



City Council Communication

Meeting Date: October 22, 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Resolution – Wellness Policies & Program Amendment

SYNOPSIS: During the 2016 and 2017 accountability audit, the Auditor recommended changes to the City's Wellness policy to include a maximum allowable expenditure for in-house prizes, incentives, and recognition awards.

RECOMMENDATION: Approve a resolution amending the Wellness Policies & Program.

LEGAL REVIEW: The City Attorney reviewed the resolution and policy.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Policy

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION amending the Wellness Policies and Program for the City of Union Gap, Washington.

WHEREAS, during the 2016 and 2017 State audit, the Auditor recommended changing the language in the City's Wellness Policies and Program;

WHEREAS, the change included adding language detailing the maximum dollar amount to be spent on in-house prizes, incentives, and recognition awards;

WHEREAS, the city wishes to amend the Wellness Policies and Program to comply with the recommendation from the State Auditor;

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

The City's Wellness Policy and Program attached hereto, is amended in order to comply with the State Auditor's recommendation.

PASSED this 22nd day of October, 2018.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

Wellness Policies & Program

I. City of Union Gap's Wellness Policy and Program: The City of Union Gap Employee Wellness Program was established by Resolution No. 294 on May 14, 1990. The City recognizes the importance of promoting health, well-being, healthy eating, and exercise among its employees. It is the City's Policy to encourage health, well-being and exercise through a Wellness Program designed to help ensure a healthy work environment for all City of Union Gap employees.

II. Wellness Program Mission Statement: The City strives to provide opportunities that will encourage the development of lifestyles that maintain and enhance the state of overall well-being, for a longer, healthier, and more productive life for the employees of the City of Union Gap and their families.

A. The City of Union Gap acknowledges the importance of a successful Wellness Program in promoting fitness and health. The following are benefits that can be directly realized from a Wellness Program:

1. Reduction in Sick Leave
2. Reduction in Absenteeism
3. Reduction in Injury
4. Reduction in Health Care Costs
5. Improvement in Work Place Morale
6. Improvement in Productivity

III. City of Union Gap's Wellness Program Administration: The City Manager and Council generously support the Wellness Program and desire to achieve and maintain a working environment that promotes health. The Wellness Program is budgeted through the Current Expense Fund in the Finance and Administration, for in-house supplies, game prizes, incentives, and recognition awards. Up to \$25 can be spent for each in-house prize, incentive, and recognition award. The Wellness Program Coordinator is the City's Deputy Clerk.

IV. City of Union Gap Wellness Program Applies To: The City of Union Gap's Wellness program is for all City employees and their immediate families, as well as the City's City Manager, Councilmembers, volunteers, seasonal employees, and temporary employees. Some wellness activities and incentives provided by the Association of Washington Cities Employee Benefit Trust (AWCEBT) may only be available to employees and spouses with AWC EBT medical insurance.

V. Participation in the Wellness Program: Participation in the Wellness Program is encouraged; it allows for an employee to participate in City Wellness Programs both on and off work hours. However, participation is on a voluntary basis.

VI. Wellness Program Committee Initiatives:

- A. Strive to build team support to achieve health and to promote health education and awareness through information and screening;
- B. Encourage lifestyle changes that can reduce health risks.

- C. Promote healthy eating. Encourage healthy food choices and beverage choices for employees by providing information on good nutrition for better health. When food is provided at Wellness meetings and events bring healthy food choices and beverage choices. Promote healthy eating choices and beverage choices through AWC campaign games and Wellness Program activities.
- D. Provide On-site Fitness Facility and/or off-site Fitness Club Membership: Encourage City Manager/Council City of Union Gap Employees, Firefighter volunteers, Reserve officers through promotion use of City's on-site exercise facility during breaks, lunches, before work or after work. Encourage City Manager, Council members, employees and their immediate families to join the Yakima Athletic Club and YAC Fitness that the City has corporate membership with.

These are the ideals of a Wellness Committee that focuses on achieving an effective employees' Wellness Program.

VII. Staffing of Wellness Committee: The Wellness Committee is comprised of seven (7) members.

The Wellness Committee members are comprised from the following City of Union Gap departments:

1. City Elected Official	1member
2. Finance/Administration Dept.	1member
3. Executive Dept.	1member
4. City Hall	1member
5. Public Works Dept.	1member
6. Police Dept.	1member

VIII. Rotating Staff on Wellness Committee: The Public Works member, Police Department member, and City Hall member are subject to rotation as set forth below. The City Elected Official, Executive Dept. (Wellness Coordinator), and Finance/Administration Dept. (City Treasurer) are exempt from rotation. Members shall rotate every four years. The initial rotation shall be structured as follows so that everyone does not leave at once:

- A PublicWorks –rotate January 1, 2011
- B. PoliceDept. -rotate January 1, 2012
- C. City Hall-rotate January 1, 2014

Once a member's four year term is up, another employee or employees from that department shall submit a letter of interest to his or her department head asking to serve on the committee. The department director shall then appoint and authorize the person who shall serve on the committee.

Wellness Committee Operation:

- A. Committee members will meet at least 1to 2 hours per month to attend meetings and organize wellness programs.
- B. All meetings will begin promptly.
- C. All committee members are equal participants, have equal rights and are expected to voice their opinions and ideas and to share in the success of the City's Wellness Program.

X. Expectations for Wellness Committee Members:

Wellness Committee members are expected to accomplish the following:

- A. Attend Wellness Committee meetings once a month, every 4th Thursday of the month at 9:00 a.m., unless there is a conflict and agreed by the committee to reschedule to another date in that month.
- B. Participate in organizing and promoting at least 3 to 4 wellness events each year.
- C. Promote health and wellness within your department.
- D. Discuss freely your ideas of educating employees on health.
- E. Discuss ideas for successful wellness events.
- F. Wellness Committee decisions need full support by members.
- G. Work in conjunction with City Manager, City Council, and the Association of Washington Cities in bringing awareness of the benefits of healthy living to the City's employees and their families.

XI. Expectations of the Wellness Committee:

- A. Prepare an agenda for each monthly meeting and follow the items of discussion on the agenda.
- B. Prepare minutes of the monthly meetings
- C. Manage the Wellness Program budget.
- D. Attend AWC conferences related to Wellness as authorized by the City Manager.
- E. Research information and discuss ideas on health and well-being that will be beneficial to the employees.
- F. Research avenues to apply for grants that will help benefit the City's Wellness Program.



City Council Communication

Meeting Date: October 22, 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Resolution – Small and Attractive Assets Policy and Procedures

SYNOPSIS: During the 2016 and 2017 accountability audit, the Auditor recommended the City develop a policy and procedure for handling small and attractive assets.

RECOMMENDATION: Approve a resolution creating policies and procedures for small and attractive assets.

LEGAL REVIEW: The City Attorney reviewed the resolution and policy.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Policy

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION creating the Small and Attractive Assets Policy and Procedures for the City of Union Gap, Washington.

WHEREAS, during the 2016 and 2017 State audit, the Auditor recommended establishing policies and procedures for handling small and attractive assets of the City;

WHEREAS, the city wishes to create the Small and Attractive Assets Policy and Procedures to handle these assets and comply with the recommendation from the State Auditor;

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

The Small and Attractive Assets Policy and Procedures is created and attached hereto.

PASSED this 22nd day of October, 2018.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

SMALL AND ATTRACTIVE ASSETS POLICY AND PROCEDURES

The following policies and procedures documents a small and attractive system designed to ensure controls over items that might not be noticed immediately after their disappearance. The intent of this policy is to obtain accountability over items that do not meet the criteria of a fixed asset and would not be noticed immediately upon disappearance or replacement.

PURPOSE

A small and attractive items system gathers information allowing investigation of items missing that would otherwise not be noticed. The system should provide adequate stewardship over its resources through control and accountability.

I. POLICY

It is the policy of the city to maintain accountability over all tangible items that may have the likelihood of disappearing without being noticed. The Departments shall review and update records to be verified by a physical inventory at least once a year and provide such list to the City Clerk for monitoring differences between years.

A. GENERAL

A small and attractive item is an item that is priced between \$500 to \$5,000 criteria for fixed assets and has a life expectancy of more than one year. This item also is not likely to be missed immediately upon disappearance and could be replaced without suspicion during voucher audits. Examples include, but are not limited to: cameras, laptops, mobile phones, public works power equipment, etc. This would not include more permanent fixtures such as desks, tables and shelving and specifically excludes small tools and minor equipment in the public works shop such as shovels, hand tools, supplies, etc.

B. RESPONSIBILITY OF DEPARTMENT HEADS

The City Clerk will prepare a list at least annually of the small and attractive items for distribution and review. The department heads or their designee will need to review, update, delete, and add new items to the list within 30 days of distribution. Typically this review will occur in January of each year.

If an item is deleted, the Department Head will note the reason and/or means of disposal.

C. ASSET IDENTIFICATION

The list will contain the serial, model, or other identifying information as identified in the spreadsheet. Whenever feasible, each piece of property will be

engraved or marked with the city's name. Such markings will be removed or obliterated only when the item is sold, scrapped, cannibalized, or otherwise disposed of.

II. PROCEDURES

A. ADDITIONS

The city may acquire property via purchase, construction, donation, or lease. Regardless of how it is acquired, when the property is received, the department purchasing the item should notify the City Clerk or keep a list for annually updating in the database (typically these items are coded as object code 35 according to the BARS manual for small tools and minor equipment but are occasionally purchased in the capital outlays under 594-595.)

B. DELETIONS

Items previously acquired will eventually be disposed of and need to be deleted from the department's list. Deletion may be required due to a sale of the asset, scrapping, mysterious disappearance (lost or stolen), or involuntary conversion (fire, flood, etc).

The department head controlling the item is the only one in position to trigger removal from their list.

Items disappearing mysteriously may require additional reports to the police department, City Manager, and Insurance Company. Deletions brought about as a result of natural disasters would require reporting to the insurance provider for an eventual reimbursement claim.

C. TRANSFERS

Occasional transfers of property between departments, individuals within a department or funds will occur. The original controlling department /fund is accountable for all items and for initiating a notice of transfer.

Interdepartmental transfers involving a proprietary fund (i.e. Water/Sewer, Garbage, etc.) need to have a transfer of money. The sale price will be fair market value, which may result in a gain or a loss on sale of fixed assets.

Interdepartmental transfers or intergovernmental (i.e. city to County or State) do not require the city to declare the item surplus or to do a public notice.

D. LOST OR STOLEN ASSETS

Whenever an item has mysteriously disappeared and all efforts have failed to recover it, the controlling department/fund shall notify the City Clerk via Memo, who will give a copy to the City Manager, file a police report and report to the insurance if necessary, and update the database accordingly.

E. DONATED ASSETS

Assets are sometimes donated to the City and should be added to the list of small and attractive assets if valued under between \$500 to \$5,000. If the donation is cash to be used in conjunction with the construction of a specific asset, the donation is reported as revenue (367 contribution and donations from private sources) in governmental funds; in proprietary funds, such donations are treated as contributed capital.

F. SALE AND DISPOSAL OF ASSETS

The sale and disposal of city assets is done with approval of the Council.

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
October 8, 2018 Regular Meeting
MINUTES

<u>Call to Order</u>	Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Hodkinson, Matson, Schilling, and Dailey were present.
<u>Staff Present</u>	City Manager Fisher, City Attorney Bronson, Police Chief Cobb, Finance and Administration Director Clifton, Deputy Clerk Treasurer Bisconer, Public Works/Community Development Director Henne, Civil Engineer Dominguez, Fire Chief Markham.
<u>Audience Present</u>	See attached list.
<u>Pledge of Allegiance</u>	Mayor Wentz led the pledge of allegiance.
<u>Excuse Council Members</u>	Motion by Council Member Schilling, second by Deputy Mayor Matson to excuse Council Members Murr and Butler. Motion carried unanimously.
<u>Consent Agenda</u>	<p>Motion by Council Member Hodkinson, second by Deputy Mayor Matson to approve the consent agenda as follows:</p> <p>Regular Council Meeting Minutes dated September 24, 2018 as attached to the Agenda and maintained in electronic format.</p> <p>Claims Vouchers – EFT's and Voucher Nos. 97918 through 97973 for October 8, 2018, in the amount of \$673,612.61.</p> <p>Advance Travel Vouchers – Check No. 1283, in the amount of \$86.22.</p> <p>Petty Cash Vouchers – Check Nos. 1886 through 1887, in the amount of \$144.00.</p> <p>Motion carried unanimously.</p>
<u>Items from the Audience</u>	None.
<u>General Items</u>	
<u>Public Works & Community Development</u>	
Resolution No. – 18-49 –	Motion by Deputy Mayor Matson, second by Council Member Hodkinson

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – October 8, 2018

Yakima County Interlocal Agency Agreement – On-Call Services	to approve Resolution No. – 18-49 authorizing the City Manager to sign an Interlocal Agency Agreement and associated task orders with Yakima County for On-Call Services on Federal Funded Projects. Motion carried unanimously.
Motion to Approve – City of Union Gap Contribution to BNSF Crossing Rehabilitation Project	Motion by Deputy Mayor Matson, second by Council Member Hodkinson to Authorize staff to accept flagging and road repair cost as partnership in the Ahtanum Road, Burlington Northern Santa Fe (BNSF) crossing improvement project. Motion carried unanimously.
<u>Items from the Audience</u>	None.
<u>City Manager Report</u>	City Manager Fisher welcomed Steve, with Delta AV who installed the electronics in the Civic Campus, and recently trained staff in the operation of the equipment; Requested those interest in attending the upcoming YVCOG meeting let her know before the following Friday; Read into record a letter received from Fair members expressing their appreciation of the City of Union Gap providing free transit service to and from the Fair; WCIA performed a recent audit on the City Parks; Single Federal Audit had recently been completed and we received an A+; Currently completing an accountability audit and the Council will receive notice with the results; An Arborist removed four trees from the Ahtanum Youth Park and will be doing more next year.
<u>Communications/Questions/Comments</u>	Council Member Hodkinson commended Public Works staff on tree removal after a recent storm.
<u>Development of Next Agenda</u>	Citizen communication.
<u>Recess to 20 – Minute Executive Session</u>	At 6:23 Mayor Wentz announced recess to 20 minute executive Session with two minutes for members to collect, to discuss litigation, pursuant to RCW 42.30.110(i). Mayor Wentz, Council Members, City Manager Fisher, City Attorney Bronson, Attorney Ken Harper, Menke, Jackson, Beyer LLP, Police Chief Cobb, Finance and Administration Director Clifton, attended.
<u>Adjournment of Meeting</u>	Mayor Wentz reconvened and adjourned the meeting at 6:45 p.m.

Arlene Fisher-Maurer, City Manager

ATTEST:

Karen Clifton, City Clerk

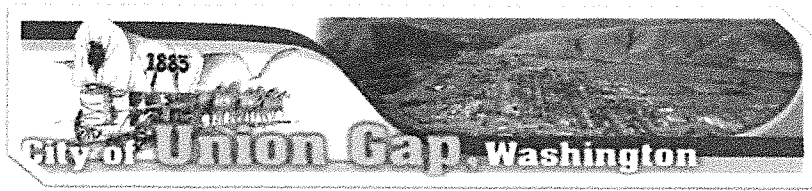
CONSENT AGENDA

6:00 P.M. – October 8, 2018

(Date)

Richard Moore
Helen Canatsey
Terry Schilkins

2404 573rd Ave, Yakima, WA
402 W Antennum Rd WA 98903
26 Eagle Crest Dr 98903



City Council Communication

Meeting Date: October 22, 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Payroll Vouchers – October 22, 2018

SYNOPSIS: Payroll Vouchers for the Month of September, 2018

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 97975 through 97985 in the amount of \$446,138.85.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Payroll Voucher Register

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 16:41:06 Date: 10/04/2018

MCAG #: 0853

01/01/2018 To: 10/31/2018

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5352	09/11/2018	Payroll	2	EFT	CAROL ANN MONTGOMERY	1,911.37	Cash Out
5369	09/11/2018	Payroll	2	EFT	INTERNAL REVENUE SERVICE	477.47	941 Deposit for Pay Cycle(s) 09/11/2018 - 09/11/2018
5811	10/10/2018	Payroll	2	EFT	SIERRA ALLAN	386.56	September Payroll
5812	10/10/2018	Payroll	2	EFT	LYNETTE BISCONER	4,390.20	September Payroll
5813	10/10/2018	Payroll	2	EFT	RYAN BONSEN	5,110.72	September Payroll
5814	10/10/2018	Payroll	2	EFT	JABAN R BROWNELL	5,430.04	September Payroll
5815	10/10/2018	Payroll	2	EFT	WILLIAM DEWAYNE BRYANT	2,651.62	September Payroll
5816	10/10/2018	Payroll	2	EFT	CRAIG G BUNTING	3,881.69	September Payroll
5817	10/10/2018	Payroll	2	EFT	DAVID D BUTLER	547.47	September Payroll
5818	10/10/2018	Payroll	2	EFT	JASON G CAVANAUGH	4,117.92	September Payroll
5819	10/10/2018	Payroll	2	EFT	NEREDIHT E CHAVEZ	1,937.64	September Payroll
5820	10/10/2018	Payroll	2	EFT	CHRISTOPHER CLARK	3,190.56	September Payroll
5821	10/10/2018	Payroll	2	EFT	KAREN CLIFTON	4,815.94	September Payroll
5822	10/10/2018	Payroll	2	EFT	GREGORY COBB	5,912.15	September Payroll
5823	10/10/2018	Payroll	2	EFT	CHRIS DAHL	4,035.37	September Payroll
5824	10/10/2018	Payroll	2	EFT	SANDY L DAILEY	547.47	September Payroll
5825	10/10/2018	Payroll	2	EFT	ERICK MICHAEL DELP	7,021.62	September Payroll
5826	10/10/2018	Payroll	2	EFT	TORIN M DELVO	3,454.46	September Payroll
5827	10/10/2018	Payroll	2	EFT	DAVID DOMINGUEZ	4,814.53	September Payroll
5828	10/10/2018	Payroll	2	EFT	DAMON A DUNSMORE	4,638.60	September Payroll
5829	10/10/2018	Payroll	2	EFT	ARLENE F FISHER-MAURER	8,170.03	September Payroll
5830	10/10/2018	Payroll	2	EFT	DENNIS HENNE	4,978.55	September Payroll
5831	10/10/2018	Payroll	2	EFT	ROBERT M HENNESSY	3,243.01	September Payroll
5832	10/10/2018	Payroll	2	EFT	JOHN P HODKINSON JR	547.47	September Payroll
5833	10/10/2018	Payroll	2	EFT	JARED S HUNT	4,083.98	September Payroll
5834	10/10/2018	Payroll	2	EFT	SHAWN R JAMES	4,433.79	September Payroll
5835	10/10/2018	Payroll	2	EFT	RUDY M JIMENEZ	4,007.56	September Payroll
5836	10/10/2018	Payroll	2	EFT	CHASE KELLOGG	4,640.19	September Payroll
5837	10/10/2018	Payroll	2	EFT	ALBA L LEVESQUE	3,960.36	September Payroll
5838	10/10/2018	Payroll	2	EFT	JO LINDER	2,867.45	September Payroll
5839	10/10/2018	Payroll	2	EFT	TERESA LOPEZ	3,232.16	September Payroll
5840	10/10/2018	Payroll	2	EFT	EFREN MANRIQUEZ	67.00	September Payroll
5841	10/10/2018	Payroll	2	EFT	VALENTINA MARTINEZ	1,991.61	September Payroll
5842	10/10/2018	Payroll	2	EFT	HOWARD L MASON	2,026.37	September Payroll
5843	10/10/2018	Payroll	2	EFT	DAVID W MATSON	552.47	September Payroll
5844	10/10/2018	Payroll	2	EFT	STACE J MCKINLEY	4,155.10	September Payroll
5845	10/10/2018	Payroll	2	EFT	ROBERT MCRAE	3,499.19	September Payroll
5846	10/10/2018	Payroll	2	EFT	CAROL ANN MONTGOMERY	3,602.14	September Payroll
5847	10/10/2018	Payroll	2	EFT	CASEY M MOORE	3,543.55	September Payroll
5848	10/10/2018	Payroll	2	EFT	JAMES E MURR	549.10	September Payroll
5849	10/10/2018	Payroll	2	EFT	SERGIO E OCHOA	3,316.62	September Payroll
5850	10/10/2018	Payroll	2	EFT	RONALD PHILLIPS	3,552.34	September Payroll
5851	10/10/2018	Payroll	2	EFT	REBECCA R PINA	2,062.54	September Payroll
5852	10/10/2018	Payroll	2	EFT	HECTOR A RIVERA	4,799.10	September Payroll
5853	10/10/2018	Payroll	2	EFT	PAUL K SANDERS	4,620.39	September Payroll
5854	10/10/2018	Payroll	2	EFT	CURTIS J SANTUCCI	5,467.61	September Payroll
5855	10/10/2018	Payroll	2	EFT	KURT W SCHELHAMMER	3,396.65	September Payroll
5856	10/10/2018	Payroll	2	EFT	JULIE SCHILLING	550.47	September Payroll
5857	10/10/2018	Payroll	2	EFT	MICHAEL STILLWAUGH	4,064.72	September Payroll
5858	10/10/2018	Payroll	2	EFT	RAYMOND V SUAREZ	3,348.05	September Payroll
5859	10/10/2018	Payroll	2	EFT	AMANDA L TOWLE	3,596.04	September Payroll
5860	10/10/2018	Payroll	2	EFT	ERIC B TURLEY	4,955.16	September Payroll
5861	10/10/2018	Payroll	2	EFT	JENNY V VALLE	2,848.82	September Payroll
5862	10/10/2018	Payroll	2	EFT	JOSEPH VANICEK	4,948.97	September Payroll
5863	10/10/2018	Payroll	2	EFT	GLORIA A WALTMAN	2,895.31	September Payroll
5864	10/10/2018	Payroll	2	EFT	TERRYL D WAY	4,817.78	September Payroll
5865	10/10/2018	Payroll	2	EFT	ROGER E WENTZ	521.27	September Payroll

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5868	10/10/2018	Payroll	2	EFT	AFLAC	284.00	Pay Cycle(s) 10/01/2018 To 10/31/2018 - AFLAC; Pay Cycle(s) 10/01/2018 To 10/31/2018 - AFLAC Pre Tax
5869	10/10/2018	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	80,493.69	LEOFF 1 RETIREE MEDICAL BENEFITS - 09/2018; Pay Cycle(s) 10/01/2018 To 10/31/2018 - Medical
5870	10/10/2018	Payroll	2	EFT	INTERNAL REVENUE SERVICE	71,005.40	941 Deposit for Pay Cycle(s) 10/01/2018 - 10/31/2018
5871	10/10/2018	Payroll	2	EFT	WA STATE DEPT OF L&I	34,603.43	3RD Quarter 07/01/2018 - 09/30/2018
5872	10/10/2018	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	423.00	Pay Cycle(s) 10/01/2018 To 10/31/2018 - WSDCS
5873	10/10/2018	Payroll	2	EFT	WA STATE DRS - DCP	140.00	Pay Cycle(s) 10/01/2018 To 10/31/2018 - DRS - DCP
5874	10/10/2018	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	18,401.35	Pay Cycle(s) 10/01/2018 To 10/31/2018 - LEOFF II
5875	10/10/2018	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	26,863.71	Pay Cycle(s) 10/01/2018 To 10/31/2018 - PERS II; Pay Cycle(s) 10/01/2018 To 10/31/2018 - PERS III
5876	10/10/2018	Payroll	2	97975	EMPLOYEE FUND	145.00	Pay Cycle(s) 10/01/2018 To 10/31/2018 - Employee Fund
5877	10/10/2018	Payroll	2	97976	EVERGREEN FINANCIAL SERVICES INC	468.41	Pay Cycle(s) 10/01/2018 To 10/31/2018 - GARN1
5878	10/10/2018	Payroll	2	97977	ICMA RETIREMENT TRUST#302189	12,906.98	Pay Cycle(s) 10/01/2018 To 10/31/2018 - ICMA Retirement Trust
5879	10/10/2018	Payroll	2	97978	ICMA RETIREMENT TRUST	1,997.11	Pay Cycle(s) 10/01/2018 To 10/31/2018 - ICMA MNGT
5880	10/10/2018	Payroll	2	97979	TEAMSTERS LOCAL 760	616.00	Pay Cycle(s) 10/01/2018 To 10/31/2018 - Teamsters Dues
5881	10/10/2018	Payroll	2	97980	UNION GAP POLICE OFFICERS ASSN	1,200.00	Pay Cycle(s) 10/01/2018 To 10/31/2018 - UGPOA Dues
5882	10/10/2018	Payroll	2	97981	USABLE LIFE	83.60	Pay Cycle(s) 10/01/2018 To 10/31/2018 - USable Life
5883	10/10/2018	Payroll	2	97982	WA STATE COUNCIL OF CNTY	702.87	Pay Cycle(s) 10/01/2018 To 10/31/2018 - AFCSME Dues
5884	10/10/2018	Payroll	2	97983	WA STATE COUNCIL OF	150.00	Pay Cycle(s) 10/01/2018 To 10/31/2018 - WSCOPO Dues
5885	10/10/2018	Payroll	2	97984	WESTERN CONFERENCE OF	1,422.14	Pay Cycle(s) 10/01/2018 To 10/31/2018 - Teamster's Pension
5886	10/10/2018	Payroll	2	97985	WESTERN STATES POLICE MEDICAL TRUST	1,045.84	Pay Cycle(s) 10/01/2018 To 10/31/2018 - WSPMT

001 Current Expense Fund	346,701.33
101 Street Fund	38,041.13
128 Transit System Fund	10,604.81
130 Community Policing Fund	31.15
401 Water Fund	20,256.85
402 Garbage Fund	6,075.28
403 Sewer Fund	24,428.30

446,138.85 Payroll: 446,138.85

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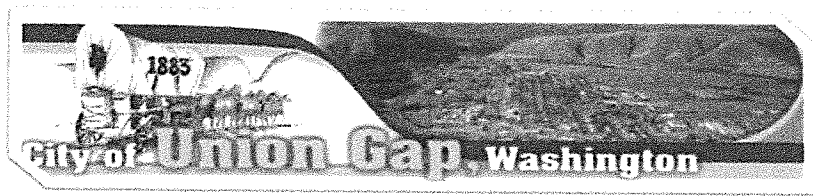
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City Council Communication

Meeting Date: October 22, 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – October 22, 2018

SYNOPSIS: Claim Vouchers Dated October 22, 2018

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 97974 and Voucher Nos. 97986 through 98066 in the amount of \$502,135.70.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

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

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5805	10/03/2018	Claims	2	EFT	CHASE PAYMENTECH	808.91	ONLINE CREDIT CARD PAYMENT FEES - 09/2018
5915	10/05/2018	Claims	2	EFT	US BANK - CHECKING	24.00	INVESTMENT MAINT FEE - 09/2018
5922	10/22/2018	Claims	2	EFT	WA STATE DEPT OF REVENUE	256.80	LEASEHOLD EXCISE TAX - 3RD QTR 2018
5923	10/22/2018	Claims	2	EFT	WA STATE DEPT OF REVENUE	3,235.54	UNCLAIMED PROPERTY 2018; UNCLAIMED PROPERTY 2018
5924	10/22/2018	Claims	2	EFT	WA STATE DEPT OF REVENUE	16,782.71	EXCISE TAX - 09/2018
5965	09/07/2018	Claims	2	EFT	US BANK - CHECKING	24.00	INV MAINT FEE - 08/2018
6031	10/22/2018	Claims	2	EFT	US BANK CARDMEMBER SVC	21,014.30	KNOX BOX; 2015 INTERNATIONAL CODES BOOK; AWC REGIONAL MEETING - DAILY & HODKINSON; REPLACEMENT MOTOR FOR GRINDER UNIT; HEX KEY SET; OFFICE SUPPLIES; 2018 AWC REGIONAL MEETING-WENTZ/BUTLER; OFFICE SUPP
6033	10/22/2018	Claims	2	EFT	CENTURY LINK	1,186.41	PW SHOP-09/2018; WATER TELEMETRY-10/2018; CIVIC CAMPUS TRUNK SERVICE
6034	10/22/2018	Claims	2	EFT	OFFICE DEPOT-CITY HALL	463.34	INK CTG; LABEL PRINTER;MANILA FOLDER;HNG STRIPS;3 TIER ORGANIER;BLACK BOARD; DESK ORGANIER; POP UP DISPENSER;KEYBOARD;HA NGING FOLDERS;GRN FOLDERS; PAPER CLIP HOLDER; PENCIL CUP; CLEAR BADGE HOLDER; CA
6035	10/22/2018	Claims	2	EFT	WELLS FARGO VENDOR FIN SERV	720.82	TASKALFA 605CI-09/21/2018-10/20/2018
5809	10/04/2018	Claims	2	97974	PACIFIC POWER	4,102.00	REQ / W.O. 006575310 @ 3106 1ST STREET; REQUEST REMOVAL OF FACILITIES
5936	10/09/2018	Claims	2	97986	MEDSTAR CABULANCE, INC.	77,402.29	DIAL A RIDE / FIXED ROUTE-09/2018
5937	10/09/2018	Claims	2	97987	TRICKINNEX TREE TRIMMING & FALLING, LLC	7,783.20	YOUTH ACTIVITIES PARK; TREE REMOVAL, STUMP GRINDING, TREE TRIMING
5995	10/15/2018	Claims	2	97988	ARLENE F FISHER-MAURER	418.00	NEWS ARTICLE PLAQUES
6036	10/22/2018	Claims	2	97989	A-LINE PAVING	103.36	OVERPAYMENT REFUND
6037	10/22/2018	Claims	2	97990	ABBOTTS PRINTING	116.20	TABLE TENT-UG HAUNTED OCTOBER
6038	10/22/2018	Claims	2	97991	ARC ARCHITECTS INC	29,499.62	CIVIC CAMPUS PROJECT-08/26/2018-09/25/201 8; CIVIC CAMPUS PROJECT
6039	10/22/2018	Claims	2	97992	ATLAS STAFFING INC	2,097.60	SEASONAL PARKS; WEEK ENDING 09.30.18; SEASONAL PARKS; WEEK ENDING 10.07.18

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6040	10/22/2018	Claims	2	97993	BASIN DISPOSAL OF YAKIMA LLC	61.00	CIVIC CENTER 4YD CARDBOARD CONTAINER; FIRE DEPT. - 09/01/2018-09/30/2018
6041	10/22/2018	Claims	2	97994	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY-09/2018
6042	10/22/2018	Claims	2	97995	LANCE BLAIR	300.00	CLEANING DEPOSIT REFUND
6043	10/22/2018	Claims	2	97996	BONNIE PLANTS INC	88.04	OVERPAYMENT REFUND
6044	10/22/2018	Claims	2	97997	BURROWS TRACTOR COMPANY	591.54	SPINDLE ASSEMBLY, 20" BLADE
6045	10/22/2018	Claims	2	97998	CASCADE ANALYTICAL INC	446.14	WW SAMPLING; INTERNATIONAL PAPER 091018; WATER SAMPLING 092618
6046	10/22/2018	Claims	2	97999	CASCADE NATURAL GAS CORP	162.45	4401 MAIN STREET-09/07/2018-10/04/2018 ; FD / CITY HALL-09/07/2018-10/04/2018
6047	10/22/2018	Claims	2	98000	CASCADE VALLEY LUBE	117.05	1012 & 1022 BASIC SERVICE; BASIC SERVICE; 2017 FORD ESCAPE
6048	10/22/2018	Claims	2	98001	CENTRAL PRE-MIX CONCRETE CO.	1,433.94	5.75 SK 3/4" EXTERIOR; FUEL SURCHARGE; ENVIRO SURCHARGE; SHORT LOAD CHARGE; STAND BY TIME MIXER; CONCRETE; STREETS
6049	10/22/2018	Claims	2	98002	CENTRAL VALLEY GLASS INC.	471.32	UNION GAP CIVIC CENTER WORK OUT ROOM MIRROR
6050	10/22/2018	Claims	2	98003	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES - 10/2018
6051	10/22/2018	Claims	2	98004	CENTURY LINK - LD	5.53	PD PHONE LINES-09/01/2018-09/30/2018
6052	10/22/2018	Claims	2	98005	CENTURY LINK	2.92	FINAL BILL-FIRE MONITORING 2 LINES-09/2018
6053	10/22/2018	Claims	2	98006	CINTAS CORP #605	750.07	SR CENTER MOP & MAT SVC-09/11;09/25 & 10/09/2018; CIVIC CAMPUS & PD - MAT SVC; CIVIC CAMPUS & PD - MAT SVC
6054	10/22/2018	Claims	2	98007	CITY OF YAKIMA	78,911.10	WHOLESALE SEWER-AUG 2018; 3-PARTY AGREEMENT
6055	10/22/2018	Claims	2	98008	CITY OF YAKIMA	65,849.12	WHOLESALE SEWER; 3 PARTY AGREEMENT; SEPTEMBER 2018
6056	10/22/2018	Claims	2	98009	CLASSIC PRINTING INC	209.79	"WE MOVED" INSERTS
6057	10/22/2018	Claims	2	98010	COLUMBIA READY MIX & ASPHALT	235.10	HMA 3/8" COMMERCIAL; 4.15 TON
6058	10/22/2018	Claims	2	98011	CUMMINS INC	7,917.50	START UP SERVICE/CONTRACT; GENERATOR REPAIR-CREDIT
6059	10/22/2018	Claims	2	98012	DIVCO INC	537.47	REPAIR TO BARN AC
6060	10/22/2018	Claims	2	98013	EDGE CONSTRUCTION SUPPLY	4.05	POLY ROPE

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6061	10/22/2018	Claims	2	98014	FASTENAL	21.45	WASHERS NYLOCK HEX KEY SETS
6062	10/22/2018	Claims	2	98015	FRANK'S TIRE FACTORY	293.90	SERVICE CALL; TIRE REPAIR/REPLACEMENT; FLAT REPAIR
6063	10/22/2018	Claims	2	98016	GAP AUTO PARTS - PW	314.39	GLOBAL 50/50; LOW PROFILE FEMALE MAXI PINK; HOSE CLAMP; PLASTIC WELD; BRANDED SMALL ENGINE COPPER; WIPERS, LIQUID CAR WASH, TURTLEWAX, MAG CLEANER; WINDOW WASH; STANDARD MULTI FUNCTION SWITCH DASH MOU
6064	10/22/2018	Claims	2	98017	BOB GIMLIN	300.00	CLEANING DEPOSIT REFUND
6065	10/22/2018	Claims	2	98018	GN NORTHERN, INC	160.00	PROFESSIONAL TESTING @ CIVIC CAMPUS
6066	10/22/2018	Claims	2	98019	GRANITE CONSTRUCTION CO	1,139.01	CLASS G-WA 2.03 TN; CSS-1 GAL 73.81 GA; CLASS G-WA 5.86 TN
6067	10/22/2018	Claims	2	98020	ERIK GRAY	146.91	OVERPAYMENT REFUND
6068	10/22/2018	Claims	2	98021	ALCADIA GUTIERREZ VALLE	14.44	Refund Utility Deposit
6069	10/22/2018	Claims	2	98022	H.D. FOWLER COMPANY	3,957.67	NOZZLE CAP & PARTS; SADDLE STRAP QUICK JOINT BALL JOINT STIFFENER METER BOC CONNECTIONS;
6070	10/22/2018	Claims	2	98023	ROBERT M HENNESSY	100.00	BOOT REIMBURSEMENT
6071	10/22/2018	Claims	2	98024	HERKE ROCK	133.88	WA DEPT. ROCK 7.74 TON
6072	10/22/2018	Claims	2	98025	HLA ENGINEERING & LAND SURVEYING INC	52,256.80	PROFESSIONAL ENGINEERING & LAND SURVEYING SERVICES
6073	10/22/2018	Claims	2	98026	INTEGRA TELECOM	1,710.00	PD PHONES-09/08/18-10/02/2018 -CREDIT; CH / FD-09/07/2018-10/02/2018
6074	10/22/2018	Claims	2	98027	INTERSTATE BATTERIES	717.25	BATTERIES FOR STREET DEPT AND SEWER FLOW METER
6075	10/22/2018	Claims	2	98028	JEWEL PFC, LLC	33.66	OVERPAYMENT REFUND
6076	10/22/2018	Claims	2	98029	VICKY JONES	328.00	CLEANING DEPOSIT REFUND & REFUND ALCOHOL FEE
6077	10/22/2018	Claims	2	98030	JUB ENGINEERS INC	6,782.46	REGIONAL BELTWAY CONNECTOR PROJECT; PS 7.29.18 TO 9.1.18
6078	10/22/2018	Claims	2	98031	KNOBELS ELECTRIC INC	200.03	SEWER TREATMENT PLANT; MOTOR CHECK
6079	10/22/2018	Claims	2	98032	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY-10/2018
6080	10/22/2018	Claims	2	98033	LOWES COMPANY INC	708.84	DOUBLE PAYMENT ON INV#01919; SIDEWALK REPAIR, WATER, PARK, BEAUTIFICATION & SEWER SUPPLIES
6081	10/22/2018	Claims	2	98034	MANSFIELD ALARM CO INC	187.60	ALARM MONITORING-FIRE DEPT./CIVIC CENTER

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6082	10/22/2018	Claims	2	98035	MAGALLY MARTINEZ	300.00	CLEANING DEPOSIT REFUND
6083	10/22/2018	Claims	2	98036	MENKE JACKSON BEYER LLP	6,645.30	GILLILAND - 9/2018; PRR SUIT-09/2018
6084	10/22/2018	Claims	2	98037	ISREAL MERCADO	10.27	OVERPAYMENT REFUND
6085	10/22/2018	Claims	2	98038	N C MACHINERY CO	3,535.88	RENTAL SKID STEER LOADER; COLD PLANER 16"
6086	10/22/2018	Claims	2	98039	NEOFUNDS	1,000.00	POSTAGE-09/2018
6087	10/22/2018	Claims	2	98040	NEW FINISHES, INC	3,221.38	FILE CABINETS ELECTROSTATIC PAINTING
6088	10/22/2018	Claims	2	98041	OFFICE SOLUTIONS NORTHWEST	633.43	PERFRTRD PAPER; PLANNER 12-MONTH;FILE FOLDERS.; ELECT, STAPLER; ORGANIZER DRAWER; WRIST REST;MOUSE PAD;TWIST PENCIL & SHEET PROTECTORS; COPY PAPER & COLOR PAPER
6089	10/22/2018	Claims	2	98042	ONE CALL CONCEPTS INC	38.52	UTILITY LOCATES-09/2018
6090	10/22/2018	Claims	2	98043	OWEN EQUIPMENT CO	2,312.96	#2012 SWEEPER BELT 5 BAND EPD & IDLER PULLEY SHIM
6091	10/22/2018	Claims	2	98044	PACIFIC POWER	27,453.36	STREETS;WELLS; TRAFFIC LIGHTS & AREA LIGHTS; 3106 1ST & LONGFIBRE RD-09/2018; TRAFFIC-09/2018; FIRE DEPT. - 09/2018; FIRE DEPT.-09/2018; PD POWER-09/2018; LIFT STATION & STREETS-09/2018
6092	10/22/2018	Claims	2	98045	PETTY CASH	23.41	MISC RCTS - 10/2018
6093	10/22/2018	Claims	2	98046	REPUBLIC PUBLISHING CO	416.73	SUMMARY OF ORD #2950; NOTICE OF APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT AND SEPA AND REZONE APPLICATION- J. DESJARLAIS
6094	10/22/2018	Claims	2	98047	SINCLAIR BROADCAST GROUP	1,560.00	TV AD FOR 2018 PIONEER POWER SHOW; 2018 4TH OF JULY TV AD
6095	10/22/2018	Claims	2	98048	SOZO SPORTS OF CENTRAL WA	10,000.00	LTAC REIMBURSEMENT FOR 2018 MARKETING
6096	10/22/2018	Claims	2	98049	STAR RENTALS	229.30	PURPLE PAINT, SAW GAS/ELECTRIC, DIAMOND BLADES 14"
6097	10/22/2018	Claims	2	98050	SUPPLYWORKS	132.39	2-WAY HOSE VALVE-PARKS; RETURN ITEMS; CHALBOARD/WHITE BOARD AERO;WATERBASE STAINLESS STELL; MCRFBR PAD SCRBR;MCRFBR DUST;GLASS CLOTH BLUE/GREEN; TOWELS, TISSUE ROLLS
6098	10/22/2018	Claims	2	98051	THE ENTERTAINER	399.00	QUARTER PAGE AD-OCTOBER DIGITAL & SOCIAL MEDIA PACKAGE
6099	10/22/2018	Claims	2	98052	THE PRINT GUYS INC.	132.30	UG LETTERHEAD

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6100	10/22/2018	Claims	2	98053	THE VINE VENUE	1,835.23	VENUE MANAGEMENT-3/2018; 09/22;09/28 & 09/29
6101	10/22/2018	Claims	2	98054	TRANS-ACTION	1,000.00	2019 TRANS-ACTION MEMBERSHIP ASSESSMENT
6102	10/22/2018	Claims	2	98055	U.S. LINEN & UNIFORM	565.80	UNIFORM SERVICE; 09/03/18 THRU 09/24/18
6103	10/22/2018	Claims	2	98056	UNITED STATES POSTMASTER	772.19	UB POSTAGE-10/2018
6104	10/22/2018	Claims	2	98057	JENNY V VALLE	184.59	EMPLOYEE REIMBURSEMENT-TRAFFIC ADVISORY COMM.SNACKS; MILEAGE REIMBURSEMENT-PERMIT TECH TRAINING
6105	10/22/2018	Claims	2	98058	WA STATE DEPT OF TRANSPORTATION	157.40	SIGNAL MAINTENANCE REPAIR AND ADDITIONS; AUGUST 2018
6106	10/22/2018	Claims	2	98059	WA STATE TREASURER	13,426.79	CJRS-09/2018
6107	10/22/2018	Claims	2	98060	WHITE GLOVE CLEANING SERVICES	1,330.00	PRE/POST CLEANING-09/07/2018-10/01/2018
6108	10/22/2018	Claims	2	98061	YAKIMA CO PUBLIC SERVICES	33.66	GARBAGE .99 TON
6109	10/22/2018	Claims	2	98062	YAKIMA CO PUBLIC SERVICES	378.28	GARBAGE & YARD WASTE; 10.10.18 THRU 10.12.18
6110	10/22/2018	Claims	2	98063	YAKIMA CO TREAS PROSECUTING	214.50	CVC-09/2018
6111	10/22/2018	Claims	2	98064	YAKIMA COOPERATIVE ASSN	512.47	#2 DIESEL DYED; 166.4 GALLONS
6112	10/22/2018	Claims	2	98065	YAKIMA VALLEY TOURISM	5,000.00	VIDEO PRODUCTION FOR :30 AND :60 UNION GAP VIDEOS
6113	10/22/2018	Claims	2	98066	YAKIMA WASTE SYSTEMS INC	958.04	WASTE-09/01/2018-09/30/2018
						69,608.66	001 Current Expense Fund
						22,488.23	101 Street Fund
						7,783.20	106 Parks & Recreation Fund
						19,098.20	108 Tourism Promotion Area Fund
						57,202.85	116 City Hall Building Reserve Fund
						13,856.76	121 Street Development Reserve Fund
						8,159.36	123 Criminal Justice Fund
						6,782.46	124 Infrastructure Reserve Fund
						77,519.88	128 Transit System Fund
						37,543.04	304 VMB Improvement Fund
						24,053.95	401 Water Fund
						8,958.11	402 Garbage Fund
						148,752.97	403 Sewer Fund
						55.33	404 Water Improvement Reserve
						32.35	405 Sewer Improvement Reserve
						240.35	414 Water Deposits
						502,135.70	Claims:
						502,135.70	502,135.70

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5805	10/03/2018	Claims	2	EFT	CHASE PAYMENTECH	808.91	ONLINE CREDIT CARD PAYMENT FEES - 09/2018
					001 - 524 20 49 00 - MISCELLANEOUS	54.02	
					401 - 534 50 49 00 - MISCELLANEOUS	233.62	
					403 - 535 50 49 00 - MISCELLANEOUS	233.62	
					402 - 537 50 49 00 - MISCELLANEOUS	233.63	
					001 - 558 60 49 00 - MISCELLANEOUS	54.02	
5915	10/05/2018	Claims	2	EFT	US BANK - CHECKING	24.00	INVESTMENT MAINT FEE - 09/2018
					001 - 514 23 49 00 - MISCELLANEOUS	24.00	
5922	10/22/2018	Claims	2	EFT	WA STATE DEPT OF REVENUE	256.80	LEASEHOLD EXCISE TAX - 3RD QTR 2018
					001 - 576 80 53 00 - EXTERNAL TAXES	256.80	
5923	10/22/2018	Claims	2	EFT	WA STATE DEPT OF REVENUE	3,235.54	UNCLAIMED PROPERTY 2018; UNCLAIMED PROPERTY 2018
					001 - 511 60 49 00 - MISCELLANEOUS	3,000.00	
					001 - 514 23 43 00 - TRAVEL	6.83	
					401 - 534 50 49 00 - MISCELLANEOUS	2.80	
					414 - 586 00 04 14 - DEPOSIT REFUND	220.28	
					414 - 586 01 04 14 - 210-10 UTILITY DEP REFUN	5.63	
5924	10/22/2018	Claims	2	EFT	WA STATE DEPT OF REVENUE	16,782.71	EXCISE TAX - 09/2018
					001 - 524 20 53 00 - EXTERNAL TAXES	85.28	
					401 - 534 50 53 00 - EXTERNAL TAXES	6,486.75	
					404 - 534 50 53 04 - EXTERNAL TAXES	55.33	
					403 - 535 50 53 00 - EXTERNAL TAXES	3,560.52	
					405 - 535 50 53 05 - EXTERNAL TAX - SEWER I	32.35	
					402 - 537 50 53 00 - EXTERNAL TAXES	5,727.20	
					001 - 576 80 53 00 - EXTERNAL TAXES	835.28	
5965	09/07/2018	Claims	2	EFT	US BANK - CHECKING	24.00	INV MAINT FEE - 08/2018
					001 - 514 23 49 00 - MISCELLANEOUS	24.00	
6031	10/22/2018	Claims	2	EFT	US BANK CARDMEMBER SVC	21,014.30	KNOX BOX; 2015 INTERNATIONAL CODES BOOK; AWC REGIONAL MEETING - DAILY & HODKINSON; REPLACEMENT MOTOR FOR GRINDER UNIT; HEX KEY SET; OFFICE SUPPLIES; 2018 AWC REGIONAL MEETING-WENTZ/BUTLER; OFFICE SUPP
					001 - 511 60 31 01 - SUPPLIES	11.30	
					001 - 511 60 31 01 - SUPPLIES	31.69	
					001 - 511 60 31 01 - SUPPLIES	6.75	
					001 - 511 60 31 01 - SUPPLIES	6.07	
					001 - 511 60 31 01 - SUPPLIES	12.74	
					001 - 511 60 31 01 - SUPPLIES	17.25	
					001 - 511 60 31 01 - SUPPLIES	3.23	
					001 - 511 60 49 00 - MISCELLANEOUS	100.00	
					001 - 511 60 49 00 - MISCELLANEOUS	100.00	
					001 - 511 60 49 00 - MISCELLANEOUS	8.93	
					001 - 513 10 31 00 - SUPPLIES	11.30	
					001 - 513 10 31 00 - SUPPLIES	31.69	
					001 - 513 10 31 00 - SUPPLIES	6.75	
					001 - 513 10 31 00 - SUPPLIES	6.07	
					001 - 513 10 31 00 - SUPPLIES	17.25	
					001 - 514 23 31 00 - SUPPLIES	11.30	
					001 - 514 23 31 00 - SUPPLIES	31.69	

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			001 - 514 23 31 00 -		SUPPLIES	6.75	
			001 - 514 23 31 00 -		SUPPLIES	6.07	
			001 - 514 23 31 00 -		SUPPLIES	17.25	
			001 - 514 23 43 00 -		TRAVEL	843.73	
			001 - 514 23 43 00 -		TRAVEL	-280.00	
			001 - 514 23 49 00 -		MISCELLANEOUS	6.00	
			001 - 514 30 31 00 -		SUPPLIES	11.30	
			001 - 514 30 31 00 -		SUPPLIES	31.69	
			001 - 514 30 31 00 -		SUPPLIES	6.75	
			001 - 514 30 31 00 -		SUPPLIES	6.07	
			001 - 514 30 31 00 -		SUPPLIES	17.25	
			001 - 514 30 49 00 -		MISCELLANEOUS	6.00	
			001 - 518 20 31 00 -		SUPPLIES	379.43	
			001 - 518 20 31 00 -		SUPPLIES	6.46	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	11.30	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	31.69	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	6.75	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	6.07	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	17.25	
			001 - 521 10 41 00 -		PD ADMIN PROFESSIONAL	8.45	
			001 - 521 10 49 00 -		PD ADMIN MISCELLANEOUS	7.34	
			001 - 521 22 31 00 -		PATROL SUPPLIES	11.30	
			001 - 521 22 31 00 -		PATROL SUPPLIES	31.69	
			001 - 521 22 31 00 -		PATROL SUPPLIES	6.75	
			001 - 521 22 31 00 -		PATROL SUPPLIES	6.07	
			001 - 521 40 43 00 -		PD TRAINING TRAVEL	456.20	
			001 - 521 40 49 00 -		PD TRAINING MISCELLANEOUS	350.00	
			001 - 521 40 49 00 -		PD TRAINING MISCELLANEOUS	58.45	
			001 - 521 50 31 00 -		PD FACILITIES SUPPLIES	8.63	
			001 - 524 20 31 00 -		SUPPLIES	67.50	
			001 - 524 20 31 00 -		SUPPLIES	5.65	
			001 - 524 20 31 00 -		SUPPLIES	15.85	
			001 - 524 20 31 00 -		SUPPLIES	3.37	
			001 - 524 20 31 00 -		SUPPLIES	3.03	
			001 - 524 20 31 00 -		SUPPLIES	17.25	
			001 - 524 20 43 00 -		TRAVEL	198.25	
			001 - 528 80 31 00 -		OFFICE & OPERATING SUP	9.76	
			401 - 534 50 31 00 -		SUPPLIES	2.23	
			401 - 534 50 31 00 -		SUPPLIES	6.35	
			401 - 534 50 31 00 -		SUPPLIES	1.34	
			401 - 534 50 31 00 -		SUPPLIES	1.21	
			401 - 534 50 31 00 -		SUPPLIES	17.25	
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	71.32	
			403 - 535 50 31 00 -		SUPPLIES	2.26	
			403 - 535 50 31 00 -		SUPPLIES	6.34	
			403 - 535 50 31 00 -		SUPPLIES	1.35	
			403 - 535 50 31 00 -		SUPPLIES	1.21	
			403 - 535 50 31 00 -		SUPPLIES	17.25	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	417.40	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	71.32	
			402 - 537 50 31 00 -		SUPPLIES	2.26	
			402 - 537 50 31 00 -		SUPPLIES	6.34	
			402 - 537 50 31 00 -		SUPPLIES	1.35	
			402 - 537 50 31 00 -		SUPPLIES	1.21	
			402 - 537 50 31 00 -		SUPPLIES	17.25	
			402 - 537 50 48 00 -		REPAIRS & MAINTENANCE	71.32	
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	71.34	
			101 - 542 30 49 00 -		MISCELLANEOUS	25.00	
			101 - 542 30 49 00 -		MISCELLANEOUS	150.00	
			101 - 543 30 31 00 -		SUPPLIES	2.26	
			101 - 543 30 31 00 -		SUPPLIES	6.34	
			101 - 543 30 31 00 -		SUPPLIES	1.35	
			101 - 543 30 31 00 -		SUPPLIES	1.21	
			101 - 543 30 31 00 -		SUPPLIES	17.25	

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					001 - 558 60 31 00 - SUPPLIES	67.50	
					001 - 558 60 31 00 - SUPPLIES	5.65	
					001 - 558 60 31 00 - SUPPLIES	15.85	
					001 - 558 60 31 00 - SUPPLIES	3.37	
					001 - 558 60 31 00 - SUPPLIES	3.03	
					001 - 558 60 31 00 - SUPPLIES	17.25	
					001 - 558 60 43 00 - TRAVEL	198.25	
					001 - 576 80 31 00 - SUPPLIES	2.26	
					001 - 576 80 31 00 - SUPPLIES	6.34	
					001 - 576 80 31 00 - SUPPLIES	1.35	
					001 - 576 80 31 00 - SUPPLIES	1.21	
					001 - 576 80 31 00 - SUPPLIES	17.25	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	71.32	
					116 - 594 10 31 16 - CITY HALL COMPLEX-FUR	16,795.00	
6033	10/22/2018	Claims	2	EFT	CENTURY LINK	1,186.41	PW SHOP-09/2018; WATER TELEMETRY-10/2018; CIVIC CAMPUS TRUNK SERVICE
					001 - 518 20 42 00 - COMMUNICATION	612.39	
					401 - 534 50 42 00 - COMMUNICATION	53.43	
					401 - 534 50 42 00 - COMMUNICATION	360.30	
					403 - 535 50 42 00 - COMMUNICATION	53.43	
					402 - 537 50 42 00 - COMMUNICATION	53.43	
					101 - 543 30 42 00 - COMMUNICATION	53.43	
6034	10/22/2018	Claims	2	EFT	OFFICE DEPOT-CITY HALL	463.34	INK CTG; LABEL PRINTER;MANILA FOLDER;HNG STRIPS;3 TIER ORGANIER;BLACK BOARD; DESK ORGANIER; POP UP DISPENSER;KEYBOARD;HANG ING FOLDERS;GRN FOLDERS; PAPER CLIP HOLDER; PENCIL CUP; CLEAR BADGE HOLDER; CA
					001 - 511 60 31 01 - SUPPLIES	2.09	
					001 - 511 60 31 01 - SUPPLIES	-68.56	
					001 - 513 10 31 00 - SUPPLIES	2.09	
					001 - 514 23 31 00 - SUPPLIES	87.33	
					001 - 514 23 31 00 - SUPPLIES	172.98	
					001 - 514 23 31 00 - SUPPLIES	2.09	
					001 - 514 23 31 00 - SUPPLIES	5.00	
					001 - 514 23 31 00 - SUPPLIES	10.70	
					001 - 514 30 31 00 - SUPPLIES	172.97	
					001 - 514 30 31 00 - SUPPLIES	2.09	
					001 - 514 30 31 00 - SUPPLIES	5.00	
					001 - 514 30 31 00 - SUPPLIES	10.69	
					001 - 524 20 31 00 - SUPPLIES	2.09	
					401 - 534 50 31 00 - SUPPLIES	2.09	
					401 - 534 50 31 00 - SUPPLIES	15.00	
					403 - 535 50 31 00 - SUPPLIES	2.10	
					403 - 535 50 31 00 - SUPPLIES	15.00	
					402 - 537 50 31 00 - SUPPLIES	2.09	
					402 - 537 50 31 00 - SUPPLIES	14.22	
					101 - 542 30 31 00 - SUPPLIES	2.09	
					001 - 558 60 31 00 - SUPPLIES	2.09	
					001 - 576 80 31 00 - SUPPLIES	2.10	
6035	10/22/2018	Claims	2	EFT	WELLS FARGO VENDOR FIN SERV	720.82	TASKALFA 605CI-09/21/2018-10/20/2018
					001 - 511 60 45 00 - OPERATING RENTALS & LI	35.81	
					001 - 513 10 45 00 - OPERATING RENTALS & LI	0.84	
					001 - 514 23 45 00 - OPERATING RENTALS & LI	193.00	
					001 - 514 30 45 00 - OPERATING RENTALS & LI	134.04	
					001 - 521 10 45 00 - PD ADMIN RENTALS & LE/	3.70	
					001 - 524 20 45 00 - OPERATING RENTALS & LI	54.16	

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					401 - 534 50 45 00 - OPERATING RENTALS & LI	69.58	
					403 - 535 50 45 00 - OPERATING RENTALS & LI	69.57	
					402 - 537 50 45 00 - OPERATING RENTALS & LI	69.57	
					101 - 543 30 45 00 - OPERATING RENTALS & LI	60.57	
					001 - 558 60 45 00 - OPERATING RENTALS & LI	18.65	
					001 - 571 21 45 00 - OPERATING RENTALS & LI	0.03	
					001 - 576 80 45 00 - OPERATING RENTALS & LI	11.30	
5809	10/04/2018	Claims	2	97974	PACIFIC POWER	4,102.00	REQ / W.O. 006575310 @ 3106 1ST STREET; REQUEST REMOVAL OF FACILITIES
					116 - 595 10 41 33 - USDA APP-CITY COMPLEX	4,102.00	
5936	10/09/2018	Claims	2	97986	MEDSTAR CABULANCE, INC.	77,402.29	DIAL A RIDE / FIXED ROUTE-09/2018
					128 - 547 60 49 00 - TRANSIT SERVICE PAYMENT	77,402.29	
5937	10/09/2018	Claims	2	97987	TRICKINNEX TREE TRIMMING & FALLING, LLC	7,783.20	YOUTH ACTIVITIES PARK; TREE REMOVAL, STUMP GRINDING, TREE TRIMING
					106 - 594 76 62 01 - IMPROVEMENTS-RCO-YP	7,783.20	
5995	10/15/2018	Claims	2	97988	ARLENE F FISHER-MAURER	418.00	NEWS ARTICLE PLAQUES
					001 - 511 60 31 01 - SUPPLIES	209.00	
					001 - 513 10 31 00 - SUPPLIES	209.00	
6036	10/22/2018	Claims	2	97989	A-LINE PAVING	103.36	OVERPAYMENT REFUND
					402 - 589 10 04 02 - 210-10	103.36	
6037	10/22/2018	Claims	2	97990	ABBOTTS PRINTING	116.20	TABLE TENT-UG HAUNTED OCTOBER
					108 - 557 30 44 08 - YAK VALLEY TOURISM-AI	116.20	
6038	10/22/2018	Claims	2	97991	ARC ARCHITECTS INC	29,499.62	CIVIC CAMPUS PROJECT-08/26/2018-09/25/2018; CIVIC CAMPUS PROJECT
					116 - 595 10 41 01 - CITY HALL COMPLEX-PRO	18,001.00	
					116 - 595 10 41 01 - CITY HALL COMPLEX-PRO	11,498.62	
6039	10/22/2018	Claims	2	97992	ATLAS STAFFING INC	2,097.60	SEASONAL PARKS; WEEK ENDING 09.30.18; SEASONAL PARKS; WEEK ENDING 10.07.18
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	1,398.40	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	699.20	
6040	10/22/2018	Claims	2	97993	BASIN DISPOSAL OF YAKIMA LLC	61.00	CIVIC CENTER 4YD CARDBOARD CONTAINER; FIRE DEPT. - 09/01/2018-09/30/2018
					001 - 518 20 47 00 - UTILITIES/CITY HALL	30.00	
					001 - 522 50 47 00 - UTILITIES	30.00	
					001 - 522 50 49 00 - MISCELLANEOUS	1.00	
6041	10/22/2018	Claims	2	97994	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY-09/2018
					001 - 515 30 41 01 - LEGAL SERVICES-CIVIL - C	7,500.00	
6042	10/22/2018	Claims	2	97995	LANCE BLAIR	300.00	CLEANING DEPOSIT REFUND
					001 - 589 10 00 03 - PARK DEPOSIT REFUND	300.00	
6043	10/22/2018	Claims	2	97996	BONNIE PLANTS INC	88.04	OVERPAYMENT REFUND
					402 - 589 10 04 02 - 210-10	88.04	
6044	10/22/2018	Claims	2	97997	BURROWS TRACTOR COMPANY	591.54	SPINDLE ASSEMBLY, 20" BLADE
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	591.54	

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6045	10/22/2018	Claims	2	97998	CASCADE ANALYTICAL INC	446.14	WW SAMPLING; INTERNATIONAL PAPER 091018; WATER SAMPLING 092618
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	201.88	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	244.26	
6046	10/22/2018	Claims	2	97999	CASCADE NATURAL GAS CORP	162.45	4401 MAIN STREET-09/07/2018-10/04/2018; FD / CITY HALL-09/07/2018-10/04/2018
					001 - 518 20 47 00 - UTILITIES/CITY HALL	55.33	
					001 - 522 20 47 00 - PUBLIC UTILITY SERVICES	20.42	
					403 - 535 50 47 00 - UTILITIES	19.39	
					402 - 537 50 47 00 - UTILITIES	67.31	
6047	10/22/2018	Claims	2	98000	CASCADE VALLEY LUBE	117.05	1012 & 1022 BASIC SERVICE; BASIC SERVICE; 2017 FORD ESCAPE
					001 - 518 20 48 00 - REPAIRS & MAINTENANCE	34.91	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	16.43	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	6.16	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	47.23	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	2.05	
					101 - 542 67 48 00 - REPAIRS & MAINTENANCE	2.05	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	6.16	
					128 - 547 60 48 00 - REPAIRS & MAINTENANCE	2.06	
6048	10/22/2018	Claims	2	98001	CENTRAL PRE-MIX CONCRETE CO.	1,433.94	5.75 SK 3/4" EXTERIOR; FUEL SURCHARGE; ENVIRO SURCHARGE; SHORT LOAD CHARGE; STAND BY TIME MIXER; CONCRETE; STREETS
					101 - 542 30 31 00 - SUPPLIES	529.42	
					101 - 542 30 31 00 - SUPPLIES	904.52	
6049	10/22/2018	Claims	2	98002	CENTRAL VALLEY GLASS INC.	471.32	UNION GAP CIVIC CENTER WORK OUT ROOM MIRROR
					001 - 511 60 31 01 - SUPPLIES	58.92	
					001 - 513 10 31 00 - SUPPLIES	58.92	
					001 - 514 23 31 00 - SUPPLIES	58.92	
					001 - 514 30 31 00 - SUPPLIES	58.92	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	58.92	
					001 - 521 22 31 00 - PATROL SUPPLIES	58.92	
					001 - 524 20 31 00 - SUPPLIES	29.46	
					401 - 534 50 31 00 - SUPPLIES	11.77	
					403 - 535 50 31 00 - SUPPLIES	11.78	
					402 - 537 50 31 00 - SUPPLIES	11.78	
					101 - 543 30 31 00 - SUPPLIES	11.77	
					001 - 558 60 31 00 - SUPPLIES	29.46	
					001 - 576 80 31 00 - SUPPLIES	11.78	
6050	10/22/2018	Claims	2	98003	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES - 10/2018
					108 - 557 30 44 01 - STATE FAIR PARK SALES F	2,083.00	
6051	10/22/2018	Claims	2	98004	CENTURY LINK - LD	5.53	PD PHONE LINES-09/01/2018-09/30/2018
					001 - 528 80 42 00 - COMMUNICATION	5.53	
6052	10/22/2018	Claims	2	98005	CENTURY LINK	2.92	FINAL BILL-FIRE MONITORING 2 LINES-09/2018
					001 - 518 20 47 00 - UTILITIES/CITY HALL	2.92	

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6053	10/22/2018	Claims	2	98006	CINTAS CORP #605	750.07	SR CENTER MOP & MAT SVC-09/11;09/25 & 10/09/2018; CIVIC CAMPUS & PD - MAT SVC; CIVIC CAMPUS & PD - MAT SVC
					001 - 518 31 45 00 - OPERATING RENTALS & LJ	95.54	
					001 - 518 31 45 00 - OPERATING RENTALS & LJ	101.81	
					001 - 521 50 45 00 - PD FACILITIES OPERATION	94.05	
					001 - 521 50 45 00 - PD FACILITIES OPERATION	73.95	
					001 - 571 21 45 00 - OPERATING RENTALS & LJ	384.72	
6054	10/22/2018	Claims	2	98007	CITY OF YAKIMA	78,911.10	WHOLESALE SEWER-AUG 2018; 3-PARTY AGREEMENT
					403 - 535 50 51 03 - INTERGOVERNMENTAL PF	72,264.87	
					116 - 594 10 31 16 - CITY HALL COMPLEX-FUR	6,646.23	
6055	10/22/2018	Claims	2	98008	CITY OF YAKIMA	65,849.12	WHOLESALE SEWER; 3 PARTY AGREEMENT; SEPTEMBER 2018
					403 - 535 50 51 03 - INTERGOVERNMENTAL PF	65,849.12	
6056	10/22/2018	Claims	2	98009	CLASSIC PRINTING INC	209.79	"WE MOVED" INSERTS
					001 - 511 60 41 01 - PROFESSIONAL SERVICES	209.79	
6057	10/22/2018	Claims	2	98010	COLUMBIA READY MIX & ASPHALT	235.10	HMA 3/8" COMMERCIAL; 4.15 TON
					101 - 542 30 31 00 - SUPPLIES	235.10	
6058	10/22/2018	Claims	2	98011	CUMMINS INC	7,917.50	START UP SERVICE/CONTRACT; GENERATOR REPAIR-CREDIT
					123 - 521 22 21 23 - CJ UNIFORMS & EQUIP	8,159.36	
					001 - 522 50 48 00 - REPAIRS & MAINTENANCE	-241.86	
6059	10/22/2018	Claims	2	98012	DIVCO INC	537.47	REPAIR TO BARN AC
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	537.47	
6060	10/22/2018	Claims	2	98013	EDGE CONSTRUCTION SUPPLY	4.05	POLY ROPE
					402 - 537 50 31 00 - SUPPLIES	4.05	
6061	10/22/2018	Claims	2	98014	FASTENAL	21.45	WASHERS NYLOCK HEX KEY SETS
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	21.45	
6062	10/22/2018	Claims	2	98015	FRANK'S TIRE FACTORY	293.90	SERVICE CALL; TIRE REPAIR/REPLACEMENT; FLAT REPAIR
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	274.98	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	18.92	
6063	10/22/2018	Claims	2	98016	GAP AUTO PARTS - PW	314.39	GLOBAL 50/50; LOW PROFILE FEMALE MAXI PINK; HOSE CLAMP; PLASTIC WELD; BRANDED SMALL ENGINE COPPER; WIPERS, LIQUID CAR WASH, TURTLEWAX, MAG CLEANER; WINDOW WASH; STANDARD MULTI FUNCTION SWITCH DASH
					401 - 534 50 31 00 - SUPPLIES	59.14	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	5.14	
					403 - 535 50 31 00 - SUPPLIES	44.19	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	5.12	
					402 - 537 50 31 00 - SUPPLIES	30.52	
					402 - 537 50 48 00 - REPAIRS & MAINTENANCE	4.16	
					101 - 542 30 31 00 - SUPPLIES	58.43	
					101 - 542 66 31 00 - SUPPLIES	3.58	
					101 - 542 67 31 00 - SUPPLIES	3.58	
					101 - 542 70 31 00 - SUPPLIES	45.08	

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					128 - 547 60 31 00 - OFFICE & OPERATING SUP	3.58	
					128 - 547 60 48 00 - REPAIRS & MAINTENANCE	4.16	
					001 - 576 80 31 00 - SUPPLIES	47.71	
6064	10/22/2018	Claims	2	98017	BOB GIMLIN	300.00	CLEANING DEPOSIT REFUND
					001 - 589 10 00 03 - PARK DEPOSIT REFUND	300.00	
6065	10/22/2018	Claims	2	98018	GN NORTHERN, INC	160.00	PROFESSIONAL TESTING @ CIVIC CAMPUS
					116 - 594 59 64 33 - USDA APP-CITY COMPLEY	160.00	
6066	10/22/2018	Claims	2	98019	GRANITE CONSTRUCTION CO	1,139.01	CLASS G-WA 2.03 TN; CSS-1 GAL 73.81 GA; CLASS G-WA 5.86 TN
					101 - 542 30 31 00 - SUPPLIES	1,139.01	
6067	10/22/2018	Claims	2	98020	ERIK GRAY	146.91	OVERPAYMENT REFUND
					402 - 589 10 04 02 - 210-10	146.91	
6068	10/22/2018	Claims	2	98021	ALCADIA GUTIERREZ VALLE	14.44	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	14.44	Refund Utility Deposit
6069	10/22/2018	Claims	2	98022	H.D. FOWLER COMPANY	3,957.67	NOZZLE CAP & PARTS; SADDLE STRAP QUICK JOINT BALL JOINT STIFFENER METER BOC CONNECTIONS;
					401 - 534 50 31 00 - SUPPLIES	3,942.39	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	15.28	
6070	10/22/2018	Claims	2	98023	ROBERT M HENNESSY	100.00	BOOT REIMBURSEMENT
					001 - 576 80 21 00 - UNIFORMS & EQUIPMENT	100.00	
6071	10/22/2018	Claims	2	98024	HERKE ROCK	133.88	WA DEPT. ROCK 7.74 TON
					401 - 534 50 31 00 - SUPPLIES	133.88	
6072	10/22/2018	Claims	2	98025	HLA ENGINEERING & LAND SURVEYING INC	52,256.80	PROFESSIONAL ENGINEERING & LAND SURVEYING SERVICES
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	353.50	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	353.50	
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	150.00	
					304 - 595 10 41 02 - VMB - ENGINEERING/PROF	37,543.04	
					121 - 595 10 41 28 - MAIN ST PHASE 1-PROF SV	8,389.23	
					121 - 595 10 41 40 - SAFE ROUTES TO SCHOOL	4,582.11	
					121 - 595 30 64 08 - W. AHTANUM RD-GOODM.	885.42	
6073	10/22/2018	Claims	2	98026	INTEGRA TELECOM	1,710.00	PD PHONES-09/08/18-10/02/2018 -CREDIT; CH / FD-09/07/2018-10/02/2018
					001 - 518 88 42 00 - COMMUNICATION	1,881.50	
					001 - 528 80 42 00 - COMMUNICATION	-171.50	
6074	10/22/2018	Claims	2	98027	INTERSTATE BATTERIES	717.25	BATTERIES FOR STREET DEPT AND SEWER FLOW METER
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	588.55	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	128.70	
6075	10/22/2018	Claims	2	98028	JEWL PFC, LLC	33.66	OVERPAYMENT REFUND
					402 - 589 10 04 02 - 210-10	33.66	
6076	10/22/2018	Claims	2	98029	VICKY JONES	328.00	CLEANING DEPOSIT REFUND & REFUND ALCOHOL FEE
					001 - 589 10 00 03 - PARK DEPOSIT REFUND	328.00	
6077	10/22/2018	Claims	2	98030	JUB ENGINEERS INC	6,782.46	REGIONAL BELTWAY CONNECTOR PROJECT; PS 7.29.18 TO 9.1.18
					124 - 595 10 41 26 - BELTWAY CONNECTOR-PI	6,782.46	

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6078	10/22/2018	Claims	2	98031	KNOBELS ELECTRIC INC	200.03	SEWER TREATMENT PLANT; MOTOR CHECK
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	200.03	
6079	10/22/2018	Claims	2	98032	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY-10/2018
					001 - 515 30 41 02 - LEGAL SERVICES - PROS. /	14,500.00	
6080	10/22/2018	Claims	2	98033	LOWES COMPANY INC	708.84	DOUBLE PAYMENT ON INV#01919; SIDEWALK REPAIR, WATER, PARK, BEAUTIFICATION & SEWER SUPPLIES
					001 - 518 20 31 00 - SUPPLIES	86.73	
					401 - 534 50 31 00 - SUPPLIES	115.52	
					403 - 535 50 31 00 - SUPPLIES	38.44	
					402 - 537 50 31 00 - SUPPLIES	47.79	
					101 - 542 30 31 00 - SUPPLIES	363.93	
					101 - 542 70 31 00 - SUPPLIES	-44.54	
					128 - 547 60 31 00 - OFFICE & OPERATING SUP	47.79	
					001 - 576 80 31 00 - SUPPLIES	53.18	
6081	10/22/2018	Claims	2	98034	MANSFIELD ALARM CO INC	187.60	ALARM MONITORING-FIRE DEPT./CIVIC CENTER
					001 - 518 20 41 00 - PROF.. SERVICES	187.60	
6082	10/22/2018	Claims	2	98035	MAGALLY MARTINEZ	300.00	CLEANING DEPOSIT REFUND
					001 - 589 10 00 03 - PARK DEPOSIT REFUND	300.00	
6083	10/22/2018	Claims	2	98036	MENKE JACKSON BEYER LLP	6,645.30	GILLILAND - 9/2018; PRR SUIT-09/2018
					001 - 515 40 41 00 - EXTERNAL LEGAL SERVIC	4,555.70	
					001 - 515 40 41 00 - EXTERNAL LEGAL SERVIC	2,089.60	
6084	10/22/2018	Claims	2	98037	ISREAL MERCADO	10.27	OVERPAYMENT REFUND
					402 - 589 10 04 02 - 210-10	10.27	
6085	10/22/2018	Claims	2	98038	N C MACHINERY CO	3,535.88	RENTAL SKID STEER LOADER; COLD PLANER 16"
					101 - 542 30 45 00 - OPERATING RENTALS & LI	3,535.88	
6086	10/22/2018	Claims	2	98039	NEOFUNDS	1,000.00	POSTAGE-09/2018
					001 - 511 60 42 01 - COMMUNICATION	4.42	
					001 - 514 23 42 00 - COMMUNICATIONS	194.99	
					001 - 514 30 42 00 - COMMUNICATIONS	142.64	
					001 - 521 10 42 00 - PD ADMIN COMMUNICATI	37.50	
					001 - 524 20 42 00 - COMMUNICATION	55.82	
					401 - 534 50 42 00 - COMMUNICATION	141.08	
					403 - 535 50 42 00 - COMMUNICATION	141.08	
					402 - 537 50 42 00 - COMMUNICATION	141.08	
					101 - 543 30 42 00 - COMMUNICATION	141.08	
					001 - 576 80 42 00 - COMMUNICATION	0.31	
6087	10/22/2018	Claims	2	98040	NEW FINISHES, INC	3,221.38	FILE CABINETS ELECTROSTATIC PAINTING
					001 - 511 60 41 01 - PROFESSIONAL SERVICES	292.85	
					001 - 513 10 41 01 - PROFESSIONAL SERVICES	292.85	
					001 - 514 23 41 00 - PROFESSIONAL SERVICES	292.85	
					001 - 514 30 41 00 - PROFESSIONAL SERVICES	292.85	
					001 - 524 20 41 00 - PROFESSIONAL SERVICES	292.85	
					001 - 528 80 41 00 - PROF SERVICES	292.85	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	292.85	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	292.85	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	292.85	
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	292.85	
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	292.88	

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6088	10/22/2018	Claims	2	98041	OFFICE SOLUTIONS NORTHWEST	633.43	PERFRTED PAPER; PLANNER 12-MONTH;FILE FOLDERS; ELECT, STAPLER; ORGANIZER DRAWER; WRIST REST;MOUSE PAD;TWIST PENCIL & SHEET PROTECTORS; COPY PAPER & COLOR PAPER
					001 - 511 60 31 01 - SUPPLIES	14.21	
					001 - 513 10 31 00 - SUPPLIES	0.29	
					001 - 514 23 31 00 - SUPPLIES	52.40	
					001 - 514 23 31 00 - SUPPLIES	79.63	
					001 - 514 30 31 00 - SUPPLIES	52.40	
					001 - 514 30 31 00 - SUPPLIES	57.21	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	1.31	
					001 - 524 20 31 00 - SUPPLIES	42.40	
					001 - 524 20 31 00 - SUPPLIES	21.10	
					401 - 534 50 31 00 - SUPPLIES	53.57	
					401 - 534 50 31 00 - SUPPLIES	25.75	
					403 - 535 50 31 00 - SUPPLIES	53.57	
					403 - 535 50 31 00 - SUPPLIES	25.74	
					402 - 537 50 31 00 - SUPPLIES	53.58	
					402 - 537 50 31 00 - SUPPLIES	25.74	
					101 - 543 30 31 00 - SUPPLIES	21.22	
					001 - 558 60 31 00 - SUPPLIES	42.40	
					001 - 558 60 31 00 - SUPPLIES	6.53	
					001 - 571 21 31 00 - SUPPLIES	0.03	
					001 - 576 80 31 00 - SUPPLIES	4.35	
6089	10/22/2018	Claims	2	98042	ONE CALL CONCEPTS INC	38.52	UTILITY LOCATES-09/2018
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	19.26	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	19.26	
6090	10/22/2018	Claims	2	98043	OWEN EQUIPMENT CO	2,312.96	#2012 SWEEPER BELT 5 BAND EPD & IDLER PULLEY SHIM
					403 - 531 30 48 00 - STORMWATER REPAIRS &	2,312.96	
6091	10/22/2018	Claims	2	98044	PACIFIC POWER	27,453.36	STREETS;WELLS; TRAFFIC LIGHTS & AREA LIGHTS; 3106 1ST & LONGFIBRE RD-09/2018; TRAFFIC-09/2018; FIRE DEPT. - 09/2018; FIRE DEPT.-09/2018; PD POWER-09/2018; LIFT STATION & STREETS-09/2018
					001 - 518 20 47 00 - UTILITIES/CITY HALL	148.70	
					001 - 518 20 47 00 - UTILITIES/CITY HALL	526.01	
					001 - 518 20 47 00 - UTILITIES/CITY HALL	43.15	
					001 - 521 50 47 00 - PD FACILITIES UTILITIES	300.94	
					401 - 534 50 47 00 - UTILITIES	10,792.33	
					403 - 535 50 47 00 - UTILITIES	1,372.87	
					101 - 542 63 47 00 - UTILITIES	11,445.55	
					101 - 542 63 47 00 - UTILITIES	995.82	
					101 - 542 64 47 00 - UTILITIES	293.75	
					101 - 542 64 47 00 - UTILITIES	85.88	
					101 - 542 64 47 00 - UTILITIES	253.28	
					001 - 576 80 47 00 - UTILITIES	1,195.08	
6092	10/22/2018	Claims	2	98045	PETTY CASH	23.41	MISC RCTS - 10/2018
					001 - 514 23 42 00 - COMMUNICATIONS	0.41	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	3.25	
					401 - 534 50 49 00 - MISCELLANEOUS	10.00	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	3.25	
					402 - 537 50 48 00 - REPAIRS & MAINTENANCE	3.25	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	3.25	

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6093	10/22/2018	Claims	2	98046	REPUBLIC PUBLISHING CO	416.73	SUMMARY OF ORD #2950; NOTICE OF APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT AND SEPA AND REZONE APPLICATION- J. DESJARLAIS
					001 - 511 60 44 01 - ADVERTISING	58.03	
					001 - 558 60 42 00 - COMMUNICATION	358.70	
6094	10/22/2018	Claims	2	98047	SINCLAIR BROADCAST GROUP	1,560.00	TV AD FOR 2018 PIONEER POWER SHOW; 2018 4TH OF JULY TV AD
					128 - 547 60 44 00 - ADVERTISING	60.00	
					108 - 557 30 44 03 - POWER SHOW ADVERTIS	1,500.00	
6095	10/22/2018	Claims	2	98048	SOZO SPORTS OF CENTRAL WA	10,000.00	LTAC REIMBURSEMENT FOR 2018 MARKETING
					108 - 557 30 44 09 - SOZO SPORTS-ADVERTIS	10,000.00	
6096	10/22/2018	Claims	2	98049	STAR RENTALS	229.30	PURPLE PAINT, SAW GAS/ELECTRIC, DIAMOND BLADES 14"
					401 - 534 50 31 00 - SUPPLIES	38.56	
					401 - 534 50 35 00 - SMALL TOOLS & EQUIPME	113.61	
					403 - 535 50 31 00 - SUPPLIES	38.56	
					101 - 542 30 31 00 - SUPPLIES	38.57	
6097	10/22/2018	Claims	2	98050	SUPPLYWORKS	132.39	2-WAY HOSE VALVE-PARKS; RETURN ITEMS; CHALBOARD/WHITE BOARD AERO;WATERBASE STAINLESS STEEL; MCRFBR PAD SCRBR;MCRFBR DUST;GLASS CLOTH BLUE/GREEN; TOWELS, TISSUE ROLLS
					001 - 518 31 31 00 - SUPPLIES	-108.67	
					001 - 576 80 31 00 - SUPPLIES	9.63	
					001 - 576 80 31 00 - SUPPLIES	231.43	
6098	10/22/2018	Claims	2	98051	THE ENTERTAINER	399.00	QUARTER PAGE AD-OCTOBER DIGITAL & SOCIAL MEDIA PACKAGE
					108 - 557 30 44 08 - YAK VALLEY TOURISM-AI	399.00	
6099	10/22/2018	Claims	2	98052	THE PRINT GUYS INC.	132.30	UG LETTERHEAD
					001 - 513 10 49 01 - MISCELLANEOUS	132.30	
6100	10/22/2018	Claims	2	98053	THE VINE VENUE	1,835.23	VENUE MANAGEMENT-3/2018; 09/22;09/28 & 09/29
					001 - 576 80 41 01 - PROF SVC- VENUE MANAC	1,835.23	
6101	10/22/2018	Claims	2	98054	TRANS-ACTION	1,000.00	2019 TRANS-ACTION MEMBERSHIP ASSESSMENT
					101 - 542 30 49 00 - MISCELLANEOUS	1,000.00	
6102	10/22/2018	Claims	2	98055	U.S. LINEN & UNIFORM	565.80	UNIFORM SERVICE; 09/03/18 THRU 09/24/18
					401 - 534 50 21 00 - UNIFORMS & EQUIPMENT	143.40	
					403 - 535 50 21 00 - UNIFORMS & EQUIPMENT	143.40	
					402 - 537 50 21 00 - UNIFORMS & EQUIPMENT	66.46	
					101 - 542 30 21 00 - UNIFORMS & EQUIPMENT	143.38	
					001 - 576 80 21 00 - UNIFORMS & EQUIPMENT	69.16	
6103	10/22/2018	Claims	2	98056	UNITED STATES POSTMASTER	772.19	UB POSTAGE-10/2018
					401 - 534 50 42 00 - COMMUNICATION	257.37	
					403 - 535 50 42 00 - COMMUNICATION	257.37	
					402 - 537 50 42 00 - COMMUNICATION	257.45	

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6104	10/22/2018	Claims	2	98057	JENNY V VALLE	184.59	EMPLOYEE REIMBURSEMENT-TRAFFIC ADVISORY COMM.SNACKS; MILEAGE REIMBURSEMENT-PERMIT TECH TRAINING
					101 - 542 30 43 00 - TRAVEL	77.94	
					101 - 542 30 49 00 - MISCELLANEOUS	28.72	
					001 - 558 60 43 00 - TRAVEL	77.93	
6105	10/22/2018	Claims	2	98058	WA STATE DEPT OF TRANSPORTATION	157.40	SIGNAL MAINTENANCE REPAIR AND ADDITIONS; AUGUST 2018
					101 - 542 64 51 00 - INTERGOVERNMENTAL PF	157.40	
6106	10/22/2018	Claims	2	98059	WA STATE TREASURER	13,426.79	CJRS-09/2018
					001 - 586 00 01 00 - STATE BUILDING CODE FE	259.00	
					001 - 586 00 04 00 - PSEA 1 STATE SHARE	6,294.77	
					001 - 586 00 05 00 - PSEA 2 STATE SHARE	3,269.36	
					001 - 586 00 06 00 - PSEA 3 STATE SHARE	119.26	
					001 - 586 00 07 00 - CRIME LAB/BREATH ST SH	72.89	
					001 - 586 00 08 00 - JIS STATE SHARE	2,005.69	
					001 - 586 00 09 00 - SCH ZONE SAFETY ST SHA	439.64	
					001 - 586 00 10 00 - TRAUMA CARE STATE SH	390.50	
					001 - 586 00 13 00 - AUTO THEFT PREVENTION	575.68	
6107	10/22/2018	Claims	2	98060	WHITE GLOVE CLEANING SERVICES	1,330.00	PRE/POST CLEANING-09/07/2018-10/01/2018
					001 - 576 80 41 01 - PROF SVC- VENUE MANAC	1,330.00	
6108	10/22/2018	Claims	2	98061	YAKIMA CO PUBLIC SERVICES	33.66	GARBAGE .99 TON
					402 - 537 50 49 00 - MISCELLANEOUS	33.66	
6109	10/22/2018	Claims	2	98062	YAKIMA CO PUBLIC SERVICES	378.28	GARBAGE & YARD WASTE; 10.10.18 THRU 10.12.18
					402 - 537 50 49 00 - MISCELLANEOUS	378.28	
6110	10/22/2018	Claims	2	98063	YAKIMA CO TREAS PROSECUTING	214.50	CVC-09/2018
					001 - 586 00 03 00 - CRIME VICTIMS COMP CN	214.50	
6111	10/22/2018	Claims	2	98064	YAKIMA COOPERATIVE ASSN	512.47	#2 DIESEL DYED; 166.4 GALLONS
					001 - 576 80 32 00 - FUEL	512.47	
6112	10/22/2018	Claims	2	98065	YAKIMA VALLEY TOURISM	5,000.00	VIDEO PRODUCTION FOR :30 AND :60 UNION GAP VIDEOS
					108 - 557 30 44 08 - YAK VALLEY TOURISM-AI	5,000.00	
6113	10/22/2018	Claims	2	98066	YAKIMA WASTE SYSTEMS INC	958.04	WASTE-09/01/2018-09/30/2018
					402 - 537 60 49 00 - CONTRACTED SERVICES	958.04	
					001 Current Expense Fund	69,608.66	
					101 Street Fund	22,488.23	
					106 Parks & Recreation Fund	7,783.20	
					108 Tourism Promotion Area Fund	19,098.20	
					116 City Hall Building Reserve Fund	57,202.85	
					121 Street Development Reserve Fund	13,856.76	
					123 Criminal Justice Fund	8,159.36	
					124 Infrastructure Reserve Fund	6,782.46	
					128 Transit System Fund	77,519.88	
					304 VMB Improvement Fund	37,543.04	

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		401 Water Fund				24,053.95	
		402 Garbage Fund				8,958.11	
		403 Sewer Fund				148,752.97	
		404 Water Improvement Reserve				55.33	
		405 Sewer Improvement Reserve				32.35	
		414 Water Deposits				240.35	
						<hr/>	
						502,135.70	Claims: 502,135.70



City Council Communication

Meeting Date: October 22, 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Advance Travel Vouchers – October 22, 2018

SYNOPSIS: Advance Travel Vouchers for the Month of September, 2018.

RECOMMENDATION: Request Council to approve Check No. 1285 in the amount of \$195.11.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Advance Travel Voucher Register

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5959	09/13/2018	Claims	638	1285	LYNETTE BISCONER	195.11	ATR #1155
		638 Advance Travel Fund				195.11	
		* Transaction Has Mixed Revenue And Expense Accounts				195.11	Claims: 195.11



City Council Communication

Meeting Date: October 22, 2018
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Petty Cash Vouchers – October 22, 2018

SYNOPSIS: Petty Cash Vouchers for the Month of September, 2018

RECOMMENDATION: Request Council to approve Check Nos. 1900 through 1901 in the amount of \$380.00.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Petty Cash Voucher Register

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5960	09/13/2018	Claims	637	1900	SQUEEZE INN	60.00	YVCOG MEETING - SD, JH, JS
5962	09/24/2018	Claims	637	1901	TACOS DON CHAYO	320.00	WELLNESS LUNCH
637 Petty Cash Fund						380.00	
* Transaction Has Mixed Revenue And Expense Accounts						380.00	Claims: 380.00