

# UNION GAP CITY COUNCIL

## REGULAR MEETING AGENDA

MONDAY, DECEMBER 14, 2015 – 6:00 P.M.

CITY HALL ANNEX, 3103 2<sup>ND</sup> STREET, 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 November 23, 2015, as attached to the Agenda and maintained in electronic format.

#### B. *Approve Vouchers:*

Payroll Vouchers – EFT's, Voucher Nos. 41480 through 41489, and 91374 through 91385 for November 30, 2015, in the amount of \$337,134.16;

Claims Vouchers – EFT's, and Voucher Nos. 91386 through 91494 for December 14, 2015, in the amount of \$668,009.64.

### 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

#### Public Hearing

2016 Budget

#### Finance & Administration

1. Ordinance No. \_\_\_\_\_ - Adopting the 2016 Budget

2. Resolution No. \_\_\_\_\_ - 2016 Library Contract

**Public Works/Community Development**

1. Resolution No. \_\_\_\_\_ - Selection of Architectural Firm – City Center Complex
2. Resolution No. \_\_\_\_\_ - Acceptance of West Ahtanum Road Project
3. Resolution No. \_\_\_\_\_ - Acceptance of 2014 Water Main Improvements & Main Street Stormwater Improvements Phase 1 Project
4. Resolution No. \_\_\_\_\_ - 2016 Yakima Waste Systems Inc. – Solid Waste Collection Contract
5. Resolution No. \_\_\_\_\_ - 2016 YVCOG Contract

**City Attorney**

- Ordinance No. \_\_\_\_\_ - Municipal Code Amendments

**Public Safety**

1. Resolution No. \_\_\_\_\_ - MOU – Traffic Safety Commission
2. Resolution No. \_\_\_\_\_ - MOU – Crisis Response Unit

**City Manager**

1. Resolution No. \_\_\_\_\_ - 2016 Fees for Indigent Defense Contracts
2. December 28, 2015 Council Meeting Cancellation – Discussion

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

**VI. CITY MANAGER REPORT**

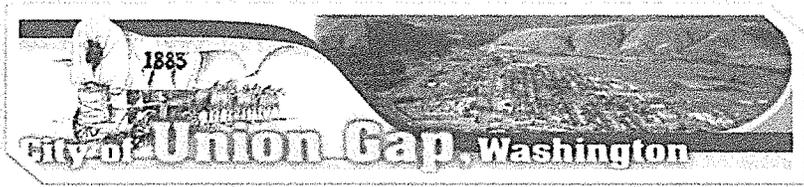
**VII. COMMUNICATIONS/QUESTIONS/COMMENTS**

**VIII. DEVELOPMENT OF NEXT AGENDA**

**IX. ANY OTHER BUSINESS**

**X. ADJOURN TO A 5-MINUTE PUBLIC CORPORATION ANNUAL MEETING**

**Please join us after the meeting for eggnog and cookies in celebration of the holiday season.**



## City Council Communication

**Meeting Date:** December 14, 2015

**From:** Karen Clifton Director of Finance and Administration

**Topic / Issue:** Public Hearing – 2016 Budget

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**SYNOPSIS:** The City is required to conduct a final public hearing for the 2016 budget.

**RECOMMENDATION:** Conduct a public hearing for the 2016 preliminary budget.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** There were public hearings for the 2016 Budget as follows:

- October 26, 2015 - Ad Valorem – Property Tax
- November 9, 2016 – Preliminary Budget

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A



## City Council Communication

**Meeting Date:** December 14, 2015  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Ordinance – Adopting the 2016 Budget

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**SYNOPSIS:** The City Council held a public hearing on the property tax revenues at the November 9, 2015 Regular Council Meeting, and public hearings on the 2016 Budget at the Regular Council meetings on November 9<sup>th</sup> and December 14, 2015.

**RECOMMENDATION:** Adopt and publish an ordinance adopting the 2016 Budget for the City of Union Gap, Washington.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Ordinance

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

**AN ORDINANCE** adopting the 2016 Budget for the City of Union Gap, Washington.

**WHEREAS**, the City Council of the City of Union Gap, Washington, did on the 14th day of December, 2015, approve a budget for the year 2016 after publishing all notices and conducting all hearings on the same as required by law; and

**WHEREAS**, there was no objection to the budget at said hearings; and

**WHEREAS**, said final budget for the year 2016 shows in detail the amount of revenues and expenditures, including salaries and totals of various funds as follows:

		<u>Revenues</u>	<u>Expenditures</u>
001	Current Expense	8,193,313	8,193,313
002	General Fund Reserve	352,451	352,451
101	Street Fund	1,202,208	1,202,208
106	Park Dev. Rsv	343,900	343,900
107	Convention Ctr Rsv	333,275	333,275
108	Tourism Promotion	168,114	168,114
109	Contingency Fund	140,980	140,980
112	PW Equip Rsv	680,717	680,717
113	Fire Trk Rsv	343,966	343,966
114	Senior Activity Fund	2,676	2,676
115	Police Vehicle Rsv	111,973	111,973
116	CH Bldg Rsv	475,090	475,090
118	Mun Cap Imprv	274,491	274,491
120	CH Equip Rsv	94,940	94,940
121	St Devel Rsv	5,094,146	5,094,146
123	Criminal Justice	601,972	601,972
124	Infr Rsv Fund	2,546,462	2,546,462
125	Devl Mitigation Rsv	126,781	126,781
126	Crime Prevention	31,908	31,908
127	Commute Trip Red	2,871	2,871
128	Transit System Fund	3,730,586	3,730,586
130	Community Policing	105,734	105,734
131	Drug Seizure Forfeiture	9,286	9,286
132	Community Events	23,847	23,847
170	Housing Rehab	144,054	144,054
401	Water Fund	1,861,598	1,861,598
402	Garbage Fund	1,245,838	1,245,838
403	Sewer/Storm Water	1,841,806	1,841,806
404	WA Impr Rsv	2,527,639	2,527,639
405	SE Impr Rsv	1,987,286	1,987,286
	<b>Total 2016 Budget</b>	<b>\$34,599,908</b>	<b>\$34,599,908</b>

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
UNION GAP:**

Section 1. The 2016 Revenue vs. Expenditures Worksheet is attached hereto and made a part hereof by reference, as required.

Section 2. The final budget for the fiscal year 2016, a copy of which is attached hereto and is made a part hereof by reference, is adopted by the City of Union Gap, Washington. Said budget will be available for the public and may be obtained from the City Hall front office.

This ordinance shall be in force and take effect five days after its passage and publication according to law.

**PASSED** this 14th day of December 2015.

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Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

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Karen Clifton, City Clerk

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Bronson Brown, City Attorney



## City Council Communication

**Meeting Date:** December 14, 2015

**From:** Karen Clifton, Director of Finance & Administration

**Topic / Issue:** Resolution – 2016 Library Contract

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**SYNOPSIS:** The City has contracted with the Yakima Valley Libraries for non-resident library services for the citizens of Union Gap, which needs to be approved for 2016.

**RECOMMENDATION:** Authorize the City Manager to sign the contract for non-resident services with Yakima Valley Libraries.

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

**FINANCIAL REVIEW:** This cost has been included in the 2016 budget.

**BACKGROUND INFORMATION:** Library services for 2013 through 2015 were \$19,250.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Letter from Kim Hixson, Yakima Valley Libraries Director
3. 2016 Library Contract

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

**A RESOLUTION** authorizing the City Manager to sign a contract with Yakima Valley Libraries for 2016 Non-Resident Library Services for Citizens of Union Gap.

**WHEREAS**, the Council realizes the importance of library services to the citizens of Union Gap;

**WHEREAS**, the Yakima Valley Libraries has agreed to provide non-resident library service to the City;

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

That the City Manager is authorized to sign a contract with Yakima Valley Libraries to provide 2016 non-resident library services to the citizens of Union Gap.

**PASSED** this 14th day of December, 2015.

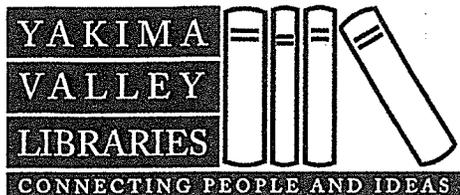
\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



Administration  
102 N 3<sup>rd</sup> St • Yakima, WA 98901 • 509.575.3401  
[www.yvl.org](http://www.yvl.org)

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October 20, 2015

City of Union Gap  
PO Box 3008  
Union Gap, WA 98903

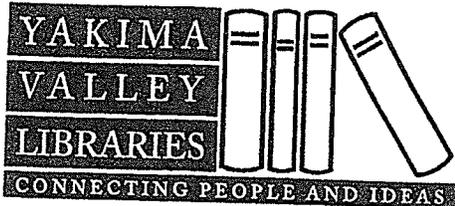
*Subject: 2016 Contract Amount for Library Services*

For the past two years, Yakima Valley Libraries has provided library services to the families of Union Gap based on a reduced non-resident fee for the estimated 385 families previously served by the Union Gap Community Library. Each year the Library District reviews the non-resident policy and based on a prescribed formula, establishes the fee for the upcoming year. To facilitate patron access to library services for the citizens of Union Gap, the rate has been fixed at \$50.00 per family and applied to the Library District for the past two years. This year, the actual 2016 rate for non-residents is calculated at \$85.00 per family per Yakima Valley Libraries' Resolution #15-004. As this would be significant increase to the City of Union Gap and that there is discussion regarding the future of a library in Union Gap, the Library District will assess a reduced rate of \$60.00 per Union Gap family for 2016 to the same 385 families. The library rate for services in 2016 will be \$23,100 annually. A contract to renew services for fiscal year 2016 is attached for your review.

We look forward to continued partnership in the new year. Please do not hesitate to contact me if you have any questions. I can be reached by phone at 575-3401 or email [khixson@yvl.org](mailto:khixson@yvl.org).

Sincerely,

Kim Hixson, MLIS  
Director



Administration  
102 N 3rd St • Yakima, WA 98901 • 509.575.3401  
www.yvl.org

**Contract for Non-Resident Services for Citizens of Union Gap**

THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of October, 201<sup>5</sup>~~6~~ by Rural County Library District of Yakima County also known as Yakima Valley Libraries, hereinafter called Library, as authorized by the Board of Trustees, and the City of Union Gap Washington, hereinafter called City.

**WITNESSETH:**

The Library agrees to offer access to library services at any and all locations in the District to the City on behalf of the residents of the City of Union Gap. The City agrees to pay a reduced annual non-resident fee of \$60 for an estimated 385 active Library family users. These families are entitled to the same privileges with regard to the said Library as are had by the residents of the Library District already receiving library services as established under the Revised Code of Washington (RCW) 27.12.

This contract is to continue in full force and effect until the 31<sup>st</sup> day of December 2016, and is to be reviewed annually in October of the current year to determine current active families and current non-resident fee for the up and coming year. Either of the parties may cancel this contract by giving written notice of the cancellation to the other party at least sixty (60) days prior to the end of the fiscal year, which said cancellation shall become effective at the commencement of the succeeding year.

IN WITNESS WHEREOF said parties have hereto set their hands this 20 day of October, 2015.

[Signature]  
Yakima Valley Libraries

\_\_\_\_\_  
City of Union Gap



## City Council Communication

**Meeting Date:** December 14, 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Selection of Architectural Firm – City Center Project

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**SYNOPSIS:** As required, the City advertised a request for statements of qualifications from interested firms to provide professional architectural and engineering services for the design and construction administration of a new City Center Project.

The City reviewed all Statements of Qualifications (SOQ) received and interviewed four (4) architectural firms. Staff recommends Council authorize the City Manager to negotiate an agreement with the firm selected by the Council.

**RECOMMENDATION:** Authorize the City Manager to negotiate a professional service agreement for professional architectural and engineering services for the design and construction administration of a City Center Project with the firm of their choice.

**LEGAL REVIEW:** This resolution has been reviewed by City Attorney.

**FINANCIAL REVIEW:** Staff is exploring funding options including a USDA loan.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

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

**A RESOLUTION** authorizing the City Manager to negotiate an Agreement for Professional Services between the City of Union Gap and \_\_\_\_\_ for architectural and engineering services for the design and construction of the City Center Complex.

**WHEREAS**, the City requested qualifications for architectural and engineering services for design and construction of the City Center Complex and has reviewed all statements of qualifications submitted;

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

The City Manager is authorized to negotiate an Agreement for Professional Services between the City of Union Gap and \_\_\_\_\_ for architectural and engineering services for the design and construction of the City Center Complex.

**PASSED** this 14th day of December, 2015.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



## City Council Communication

**Meeting Date:** December 14, 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution No. - Declare Project Complete & Approve Acceptance of West Ahtanum Road Resurfacing Project

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**SYNOPSIS:** On April 27, 2015 the West Ahtanum Road Resurfacing Project was awarded to Granite Construction Company in the amount of \$431,751.

The project included grinding of existing HMA pavement and the paving of 3,600 tons of HMA, four concrete sidewalk ramps, pavement markings, utility adjustments and other related work.

The work performed by Granite Construction Company has been completed satisfactorily and is now ready for final acceptance. The City's Consulting Engineers, Huibregtse, Louman Associates, Inc., are recommending the City accept this project as complete.

**RECOMMENDATION:** Consider motion to accept the West Ahtanum Road Resurfacing Project as complete and authorize release of retainage to Granite Construction Company after all conditions are met.

**LEGAL REVIEW:** Has been reviewed by the City Attorney

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

- City Council awarded the project April 27, 2015
- Construction began June 1, 2015
- Construction completed November 19, 2015

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Letter from Huibregtse, Louman Associates, Inc.

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

A **RESOLUTION** authorizing final acceptance and authorizing close-out to the City's contract agreement related to the West Ahtanum Road Resurfacing Project.

**WHEREAS**, Granite Construction Company entered into a Construction Contract Agreement with the City of Union Gap for the West Ahtanum Road Resurfacing Project;

**WHEREAS**, all additions and changes to the City's infrastructure have been completed satisfactorily and City Staff is recommending the project is now ready for final acceptance;

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

The work performed by Granite Construction Company has been completed satisfactorily is hereby accepted as final and completed to the City's satisfaction.

**PASSED** this 14<sup>th</sup> day of December, 2015.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



Jeffrey T. Louman, PE      Terry D. Alapeteri, PE      Stephanie J. Ray, PE  
Theodore W. Pooler, PE      Gene W. Soules, PE      Dustin L. Posten, PE  
Michael T. Battle, PE      Timothy D. Fries, PLS      Stephen S. Hazzard, PE  
Eric T. Herzog, PLS      Justin L. Bellamy, PE      Michael R. Heit, PE

Civil Engineering ♦ Land Surveying ♦ Planning

November 23, 2015

RECEIVED

NOV 23 2015

CITY OF UNION GAP

City of Union Gap  
P.O. Box 3008  
Union Gap, WA 98903-0008

Attn: Mr. Dennis Henne  
Director Public Works

Re: City of Union Gap  
WEST AHTANUM ROAD RESURFACING PROJECT  
HLA Project No.: 13131C  
Final Progress Estimate and Project Acceptance

Dear Dennis:

Enclosed is Progress Estimate No. 4 designated as the Final for work performed by Granite Construction Company, through September 30, 2015, in connection with their contract on the above referenced project. The amount due the Contractor of \$2,871.96 is net after retainage, as per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the Union Gap City Council.

This letter also serves as our recommendation for acceptance of this project by the City of Union Gap. We have reviewed the work performed by Granite Construction Company on this project and believe it has been completed satisfactorily. Please provide us a copy of the Council resolution authorizing project acceptance.

Enclosed for your action is the "Notice of Completion of Public Works Contract" to be completed and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Department in Olympia. Forward one (1) copy each of the Notice of Completion to the Department of Revenue, Department of Labor and Industries and the Employment Security Department as soon as the Union Gap City Council has accepted the project.

The retainage on this project should be released to Granite Construction Company, after acceptance of the project and when the following conditions have been satisfied:

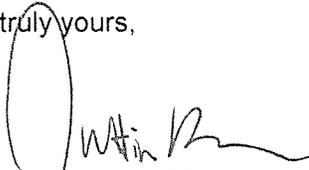
1. There are no liens or claims for labor and materials furnished on this project filed against the retainage.
2. A full sixty (60) days have elapsed since the official acceptance of this project by the City of Union Gap.
3. The City has received Notice of Completion clearance from the Department of Revenue, Department of Labor and Industries and the Employment Security Department relative to this contract. Please provide a copy of each to our office.

4. The City has received the following from Huibregtse, Louman Associates, Inc. (HLA):
  - a. HLA has confirmed that all punch list items identified during the final walk-through inspection have been completed.
  - b. HLA has delivered three (3) neatly marked 11"x17" sets and emailed set of record drawings to the City of Union Gap on October 23, 2015.
  - c. A notarized certificate from the Contractor which states that all labor and materials furnished on this project have been paid for is attached.
  - d. The required project labor and equal employment opportunity documents have been delivered to the City of Union Gap on November 23, 2015.

We would appreciate receiving a copy of your Council Resolution authorizing project acceptance and release of the retainage.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,



Justin L. Bellamy, PE

JLB/crf

Enclosures

Copy: Granite Construction Company  
Steve Sziebert, HLA  
Caroline Fitzsimmons, HLA  
Correspondence File

City of Union Gap  
P.O. Box 3008  
Union Gap, WA 98903

WEST AHTANUM ROAD RESURFACING PROJECT  
TIB Project No.: 3-E-181(002)-1  
HLA Project No.: 13131C

TO: Granite Construction Company  
80 Pond Road  
Yakima, WA 98901

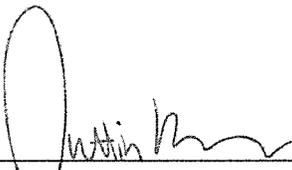
Progress Estimate No.: 4 AND FINAL  
Date: September 30, 2015

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 4 Quantity	Quantity to Date	Amount	Contract Quantity
<b>SCHEDULE A - AHTANUM ROAD RESURFACING</b>								
1	Mobilization	LS	1	\$9,499.15	0%	100%	\$9,499.15	100%
2	Project Temporary Traffic Control	LS	1	\$19,000.00	0%	100%	\$19,000.00	100%
3	ESC Lead	DAY	4	\$50.00	0	4	\$200.00	100%
4	Planing Bituminous Pavement	SY	17,480	\$1.55	0	17,480	\$27,094.00	100%
5	HMA Class 1/2-Inch PG 64-28	TON	3,600	\$70.00	-30.93	3,353.66	\$234,756.20	93%
6	Paint Line	LF	18,210	\$0.11	0	18,210	\$2,003.10	100%
7	Plastic Wide Lane Line, Type B	LF	185	\$0.80	0	185	\$148.00	100%
8	Plastic Traffic Arrow, Type B	EA	4	\$82.00	0	4	\$328.00	100%
9	Plastic Crosswalk Line, Type B	SF	800	\$5.50	0	888	\$4,884.00	111%
10	Plastic Stop Line, Type B	LF	205	\$8.75	0	198	\$1,732.50	97%
11	Adjust Monument Case and Cover	EA	2	\$500.00	0	3	\$1,500.00	150%
12	Cement Concrete Sidewalk Ramp Type Parallel	EA	4	\$2,800.00	0	4	\$11,200.00	100%
13	Adjust Manhole	EA	2	\$700.00	0	2	\$1,400.00	100%
14	Adjust Valve Box	EA	19	\$500.00	0	21	\$10,500.00	111%
15	SPCC Plan	LS	1	\$50.00	0%	100%	\$50.00	100%
16	Project Completion Documentation	LS	1	\$1,000.00	100%	100%	\$1,000.00	100%
17	Minor Change	FA	EST.	\$10,000.00	4,188.22	13,835.19	\$13,835.19	138.4%
<b>SCHEDULE A SUBTOTAL</b>							<b>\$339,130.14</b>	
<b>SCHEDULE B - WATER MAIN IMPROVEMENTS</b>								
18	Mobilization	LS	1	\$2,100.00	0%	100%	\$2,100.00	100%
19	Ductile Iron Pipe for Water Main 16" Diam.	LF	425	\$143.00	0	418	\$59,774.00	98%
20	Ductile Iron Pipe for Water Main 6" Diam.	LF	20	\$108.00	0	20	\$2,160.00	100%
21	Butterfly Valve 16 In.	EA	1	\$3,500.00	0	1	\$3,500.00	100%
22	Hydrant Assembly	EA	1	\$5,900.00	0	1	\$5,900.00	100%
23	Shoring or Extra Excavation	LF	425	\$4.00	0	418	\$1,672.00	98%
24	Minor Change	FA	EST.	\$5,000.00	0.00	0.00	\$0.00	0%
<b>SCHEDULE B SUBTOTAL</b>							<b>\$75,106.00</b>	
<b>SCHEDULE B - WATER MAIN IMPROVEMENTS - CHANGE ORDER NO. 1</b>								
1-1	Credit for Use Tax included in the bid items for Schedule B Water Main Improvements	LS	1	-\$3,023.63	SEE CREDIT BELOW			
1-2	Establish a payment line for Retail Sales Tax for water line materials only at 8.1%, based on actual quantities.	FA	EST.	\$7,000.00	SEE STATE SALES TAX LINE			
<b>CHANGE ORDER NO. 1 - SCHEDULE B SUBTOTAL</b>							<b>\$0.00</b>	

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 4 Quantity	Quantity to Date	Amount	Contract Quantity
	SCHEDULE A SUBTOTAL						\$339,130.14	
	SCHEDULE B SUBTOTAL						\$75,106.00	
	SCHEDULE B - CREDIT FOR USE TAX						-\$3,023.63	
	SUBTOTAL, SCHEDULE B						\$72,082.37	
	8.1 % STATE SALES TAX - SCHED B ONLY						\$5,838.67	
	TOTAL						\$417,051.18	
	LESS TOTAL RETAINAGE						\$20,560.63	
	LESS AMOUNTS PREVIOUSLY PAID						\$393,618.59	
	AMOUNT NOW DUE						\$2,871.96	

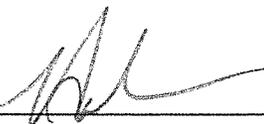
Progress Estimate No. 1	\$	<u>79,023.10</u>	Retainage \$:	<u>4,159.11</u>
Progress Estimate No. 2	\$	<u>308,838.37</u>	Retainage \$:	<u>15,947.35</u>
Progress Estimate No. 3	\$	<u>5,757.12</u>	Retainage \$:	<u>303.01</u>
Progress Estimate No. 4	\$	<u>2,871.96</u>	Retainage \$:	<u>151.16</u>

I hereby certify that the foregoing is a true and correct statement of the work performed under this Contract.

  
 \_\_\_\_\_  
 Justin L. Bellamy, PE

ACCEPTED:

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.

  
 \_\_\_\_\_  
 Granite Construction Company  
 Jason Halverson - Senior Estimator



10/19/15  
 \_\_\_\_\_  
 Date:

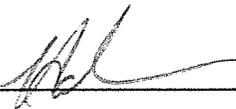
NOTARIZED STATEMENT

TO THE

City of Union Gap

I hereby certify that

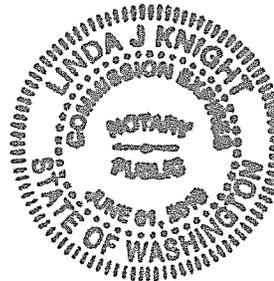
- a) all materials and labor used and performed in the construction of the WEST AHTANUM ROAD RESURFACING PROJECT - Project Number 13131c, for the City of Union Gap, have been paid in full and there are no liens or other legal actions pending;
- b) Granite Construction Company, has complied with the provisions of Section 1-07.19 (Gratuities) of the Standard Specifications; and
- c) All industrial insurance premiums, as required under RCW 51.12.050 (Public Works) and RCW 51.12.070 (work done by contract) have been paid.

by 

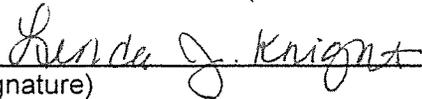
Jason Halverson - Senior Estimator  
Name and Title (Please print or type)

Granite Construction Company  
Contractor

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF YAKIMA )



SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON October 19, 2015,

BY   
(Signature)

Notary Public Printed Name: Linda J. Knight

My Appointment Expires: June 01, 2016

(Please return completed CERTIFICATION form to HLA)



## City Council Communication

**Meeting Date:** December 14, 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Acceptance of 2014 Water Main Improvements & Main Street Stormwater Improvements Phase 1 Project

---

**SYNOPSIS:** On April 27, 2015 the 2014 Water Main Improvements & Main Street Stormwater Improvements Phase 1 Project was awarded to Apollo Inc. in the amount of \$1,169,571.47.

The work performed by Apollo, Inc. has been substantially completed and is now ready for acceptance. The City's Consulting Engineers, Huibregtse, Louman Associates, Inc., are recommending conditional acceptance of this project.

**RECOMMENDATION:** Consider motion to declare the project substantially complete and conditionally accept the 2014 Water Main Improvements & Main Street Stormwater Improvements Phase 1 Project and authorize release of retainage to Apollo, Inc. after all conditions are met.

**LEGAL REVIEW:** Has been reviewed by the City Attorney

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

- City Council awarded the project April 27, 2015
- Construction began June 1, 2015
- Construction completed September 23, 2015

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Letter dated December 8, 2015 from Huibregtse, Louman Associates, Inc.

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

A **RESOLUTION** authorizing substantial completion and conditional acceptance and authorizing close-out to the City's contract agreement related to the 2014 Watermain Improvements & Main Street Stormwater Improvements Phase 1 Project.

**WHEREAS**, Apollo, Inc. entered into a Construction Contract Agreement with the City of Union Gap for the 2014 Watermain Improvements & Main Street Stormwater Improvements Phase 1 Project;

**WHEREAS**, all additions and changes to the City's infrastructure have been completed satisfactorily and City Staff is recommending the project is now ready for final acceptance;

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

The work performed by Apollo, Inc. has been substantially completed satisfactorily is hereby conditionally accepted with final acceptance after all conditions have been met to the City's satisfaction.

**PASSED** this 14<sup>th</sup> day of December, 2015.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



Jeffrey T. Louman, PE    Terry D. Alapeteri, PE    Stephanie J. Ray, PE  
Theodore W. Pooler, PE    Gene W. Soules, PE    Dustin L. Posten, PE  
Michael T. Battle, PE    Timothy D. Fries, PLS    Stephen S. Hazzard, PE  
Eric T. Herzog, PLS    Justin L. Bellamy, PE    Michael R. Heit, PE

Civil Engineering ♦ Land Surveying ♦ Planning  
December 8, 2015

RECEIVED

DEC 8 2015

CITY OF UNION GAP

City of Union Gap  
P.O. Box 3008  
Union Gap, WA 98903-0008

Attn: Mr. Dennis Henne  
Public Works Director

Re: CITY OF UNION GAP  
2014 WATERMAIN IMPROVEMENTS  
DWSRF Contract No.: DM13-952-138  
HLA Project No.: 13104

MAIN STREET STORMWATER IMPROVEMENTS - PHASE 1  
DOE Grant No.: G1400461  
HLA Project No.'s: 13106  
Progress Estimate No.: 6  
Final Progress Estimate and Project Acceptance

Dear Dennis:

Enclosed is Progress Estimate No. 6 designated as the Final for work performed by Apollo, Inc., through December 1, 2015, in connection with their contract on the above referenced project. The amount due the Contractor of \$1,031.00 is net after retainage, as per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the Union Gap City Council.

This letter also serves as our recommendation for conditional acceptance of this project by the City of Union Gap, upon receiving the items listed below. We have reviewed the work performed by Apollo, Inc. on this project and believe it has been completed satisfactorily. Please provide us a copy of the Council resolution authorizing conditional project acceptance.

We will provide the "Notice of Completion of Public Works Contract" for your action when all required labor documentation is received from Apollo, Inc.

The retainage on this project in the amount of \$63,973.05 should be released to Apollo, Inc., after full acceptance of the project and when the following conditions have been satisfied:

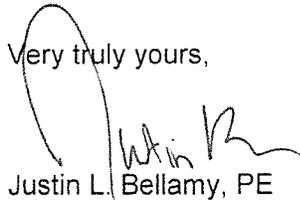
1. There are no liens or claims for labor and materials furnished on this project filed against the retainage.
2. A full sixty (60) days have elapsed since the official acceptance of this project by the City of Union Gap.
3. The City has received Notice of Completion clearance from the Department of Revenue, Department of Labor and Industries, and the Employment Security Department relative to this contract. Please provide a copy of each to our office.

4. The City has received the following from HLA Engineering and Land Surveying, Inc. (HLA):
  - a. HLA has confirmed that all punch list items identified during the final walk-through inspection have been completed.
  - b. HLA has delivered one (1) neatly marked full-size set of record drawings, three (3) 11"x17" copies and a scanned emailed version to the City of Union Gap on October 29, 2015.
  - c. A notarized certificate from the Contractor which states that all labor and materials furnished on this project have been paid for is attached.
  - d. The required project labor and equal employment opportunity documents will be forwarded to the City upon receipt from Apollo, Inc.
    1. The Statement of Intent to pay prevailing wages approved by the State Department of Labor and Industries.
    2. The certified payroll(s) of the Contractor and Subcontractors.
    3. The Affidavits of Wages Paid completed by the Contractor and Subcontractors, and approved by the State Department of Labor and Industries.
    4. Verification that the Contractor and Subcontractors are current in payment of all industrial insurance premiums.

We would appreciate receiving a copy of your Council Resolution authorizing release of retainage.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,



Justin L. Bellamy, PE

JLB/crf

Enclosures

Copy: Brett Apollo, Inc.  
Steve Sziebert, HLA  
Caroline Fitzsimmons, HLA

NOTARIZED STATEMENT

TO THE

City of Union Gap

I hereby certify that

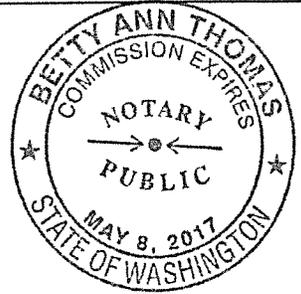
- a) all materials and labor used and performed in the construction of the 2014 WATERMAIN IMPROVEMENTS, MAIN STREET STORMWATER IMPROVEMENTS PH 1 – Project Numbers 13104C AND 13106C, for the City of Union Gap, have been paid in full and there are no liens or other legal actions pending;
- b) Apollo, Inc., has complied with the provisions of Section 1-07.19 (Gratuities) of the Standard Specifications; and
- c) All industrial insurance premiums, as required under RCW 51.12.050 (Public Works) and RCW 51.12.070 (work done by contract) have been paid.

by *[Signature]*

Brett Brown Project Manager  
Name and Title (Please print or type)

Apollo, Inc.  
Contractor

STATE OF Washington )  
COUNTY OF Benton ) SS



SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON December 3, 2015

BY *[Signature]*  
(Signature)

Notary Public Printed Name: Betty Ann Thomas

My Appointment Expires: May 8, 2017

(Please return completed CERTIFICATION form to HLA)

City of Union Gap  
P.O. Box 3008  
Union Gap, WA 98903

2014 WATERMAIN  
IMPROVEMENTS  
DWSRF Contract No.: DM13-952-138  
HLA Project No.: 13104

MAIN STREET STORMWATER  
IMPROVEMENTS - PHASE 1  
DOE Grant No.: G1400461  
HLA Project No.: 13106

TO: Apollo, Inc.  
1133 West Columbia Drive  
Kennewick, WA 99336

Progress Estimate No.:  
Date:

6 AND FINAL  
December 1, 2015

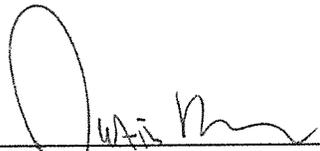
Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 6 Quantity	Quantity to Date	Amount	Contract Quantity
<b>SCHEDULE A - 2014 WATERMAIN IMPROVEMENTS</b>								
1	Mobilization	LS	1	\$80,000.00	0%	100%	\$80,000.00	100%
2	Project Temporary Traffic Control	LS	1	\$40,000.00	0%	100%	\$40,000.00	100%
3	ESC Lead	DAY	6	\$50.00	0	6	\$300.00	100%
4	Ductile Iron Pipe for Water Main 16 In. Diam.	LF	2,270	\$91.00	0	2,274	\$206,934.00	100%
5	Ductile Iron Pipe for Water Main 12 In. Diam.	LF	2,100	\$74.00	0	2,111	\$156,214.00	101%
6	Ductile Iron Pipe for Water Main 8 In. Diam.	LF	45	\$85.00	0	27	\$2,295.00	60%
7	Ductile Iron Pipe for Water Main 6 In. Diam.	LF	40	\$114.00	0.0	116.5	\$13,281.00	291%
8	Ductile Iron Pipe for Water Main 4 In. Diam.	LF	30	\$154.00	0	57	\$8,778.00	190%
9	PVC Pipe (C900), 6 In. Diam.	LF	60	\$75.00	0	40	\$3,000.00	67%
10	PVC Pipe (C900), 8 In. Diam.	LF	20	\$122.00	0	40	\$4,880.00	200%
11	PVC Pipe (C900), 10 In. Diam.	LF	40	\$117.00	0	0	\$0.00	0%
12	PVC Pipe (C900), 12 In. Diam.	LF	20	\$160.00	0	20	\$3,200.00	100%
13	Casing Pipe, in Place 24 In. Diam.	LF	20	\$92.00	0	0	\$0.00	0%
14	Service Connection 1 In. Diam.	EA	21	\$1,600.00	0	21	\$33,600.00	100%
15	Service Connection 2 In. Diam.	EA	7	\$3,500.00	0	14	\$49,000.00	200%
16	Service Connection - Sta 76+63	LS	1	\$2,600.00	0%	100%	\$2,600.00	100%
17	Butterfly Valve 16 In.	EA	7	\$3,000.00	0	7	\$21,000.00	100%
18	Butterfly Valve 12 In.	EA	6	\$2,000.00	0	8	\$16,000.00	133%
19	Gate Valve 8 In.	EA	3	\$1,400.00	0	5	\$7,000.00	167%
20	Gate Valve 6 In.	EA	1	\$1,100.00	0	7	\$7,700.00	700%
21	Gate Valve 2 In.	EA	1	\$700.00	0	11	\$7,700.00	1100%
22	Shoring or Extra Excavation	LF	3,660	\$0.80	0	3,659	\$2,927.20	100%
23	Select Backfill, as Directed	CY	760	\$42.00	0.0	797.1	\$33,478.20	105%
24	Control Density Fill, as Directed	CY	10	\$225.00	0	4	\$900.00	40%
25	Hydrant Assembly	EA	1	\$4,500.00	0	2	\$9,000.00	200%
26	Abandon Valve Box	EA	10	\$50.00	0	10	\$500.00	100%
27	Asphalt Pavement and Surfacing Repair	SY	2,800	\$35.50	0.00	4,239.43	\$150,499.77	151%
28	Cement Concrete Traffic Curb and Gutter	LF	15	\$120.00	0	61	\$7,320.00	407%
29	Cement Concrete Sidewalk 4 In. Thick	SY	20	\$120.00	0.0	34.2	\$4,104.00	171%
30	Pavement Markings	LS	1	\$3,000.00	0%	100%	\$3,000.00	100%
31	SPCC Plan	LS	1	\$1,500.00	0%	100%	\$1,500.00	100%
32	Project Completion Documentation	LS	1	\$1,000.00	100%	100%	\$1,000.00	100%
33	Minor Change	FA	EST.	\$10,000.00	0.00	70,530.23	\$70,530.23	705.3%
<b>SCHEDULE A, SUBTOTAL</b>							<b>\$948,241.40</b>	

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 6 Quantity	Quantity to Date	Amount	Contract Quantity
<b>SCHEDULE B - MAIN STREET STORMWATER IMPROVEMENTS - PHASE 1</b>								
34	Mobilization	LS	1	\$30,000.00	0%	100%	\$30,000.00	100%
35	Clearing and Grubbing	LS	1	\$5,500.00	0%	100%	\$5,500.00	100%
36	SPCC Plan	LS	1	\$1,500.00	0%	100%	\$1,500.00	100%
37	ESC Lead	DAY	6	\$50.00	0	6	\$300.00	100%
38	Inlet Protection	EA	1	\$98.00	0	15	\$1,470.00	1500%
39	Project Temporary Traffic Control	LS	1	\$20,000.00	0%	100%	\$20,000.00	100%
40	Removal of Structure and Obstruction	LS	1	\$2,500.00	0%	100%	\$2,500.00	100%
41	Asphalt Pavement and Surfacing Repair	SY	150	\$35.50	0	380	\$13,490.00	253.3%
42	Retention Basin No. 1	LS	1	\$64,000.00	0%	100%	\$64,000.00	100%
43	Retention Basin No. 2	LS	1	\$69,000.00	0%	100%	\$69,000.00	100%
44	Schedule A Storm Sewer Pipe 12 In. Diam.	LF	570	\$40.00	0	486	\$19,440.00	85%
45	Pretreatment Manhole	EA	2	\$30,200.00	0	2	\$60,400.00	100%
46	Grate Inlet Type 2 w/ Weir	EA	1	\$4,800.00	0	1	\$4,800.00	100%
47	Cement Conc. Traffic Curb and Gutter	LF	10	\$124.00	0	8	\$992.00	80%
48	Modify Existing Manhole	EA	3	\$4,000.00	0	2	\$8,000.00	67%
49	Plug Existing Pipe	EA	5	\$300.00	0	6	\$1,800.00	120%
50	Select Backfill, as Directed	CY	284	\$42.00	0	76	\$3,192.00	27%
51	Shoring or Extra Excavation	LF	560	\$0.80	0	486	\$388.80	87%
52	Irrigation System	LS	1	\$2,300.00	0%	100%	\$2,300.00	100%
53	Sod Installation	SY	500	\$17.00	0	500	\$8,500.00	100%
54	Minor Change	FA	EST.	\$10,000.00	0.00	8,280.19	\$8,280.19	83%
<b>SCHEDULE B, SUBTOTAL</b>							<b>\$325,852.99</b>	
<b>SCHEDULE A - CHANGE ORDER NO. 1</b>								
C1-1	Increase quantity of Bid Item 18, Butterfly Valve 12 In.	EA	3	\$2,000.00		SEE BID ITEM 18		0%
C1-2	Increase quantity of Bid Item 19, Gate Valve 8 In.	EA	2	\$1,400.00		SEE BID ITEM 19		0%
C1-3	Increase quantity of Bid Item 20, Gate Valve 6 In.	EA	3	\$1,100.00		SEE BID ITEM 20		0%
C1-4	Gate Valve 4 In.	FA	EST.	\$2,700.00	0.00	1,431.05	\$1,431.05	53%
C1-5	Additional fittings for connection	FA	EST.	\$3,000.00	0.00	3,935.55	\$3,935.55	131%
<b>CHANGE ORDER NO. 1, SUBTOTAL</b>							<b>\$5,366.60</b>	

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 6 Quantity	Quantity to Date	Amount	Contract Quantity
	SUBTOTAL, WORK TO DATE						\$1,279,460.99	
	PLUS MATERIALS ON HAND						\$0.00	
	SUBTOTAL AMOUNTS						\$1,279,460.99	
	SCHED A - 8.1% STATE SALES TAX						\$77,242.25	
	TOTAL						\$1,356,703.24	
	LESS TOTAL RETAINAGE						\$63,973.05	
	LESS AMOUNTS PREVIOUSLY PAID						\$1,291,699.19	
	AMOUNT NOW DUE						\$1,031.00	

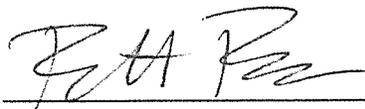
Progress Estimate No. 1	\$	<u>404,224.88</u>	Retainage:	\$	<u>20,312.44</u>
Progress Estimate No. 2	\$	<u>217,813.36</u>	Retainage:	\$	<u>9,987.82</u>
Progress Estimate No. 3	\$	<u>334,895.50</u>	Retainage:	\$	<u>16,720.82</u>
Progress Estimate No. 4	\$	<u>241,633.80</u>	Retainage:	\$	<u>12,359.87</u>
Progress Estimate No. 5	\$	<u>93,131.65</u>	Retainage:	\$	<u>4,542.10</u>
Progress Estimate No. 6 AND FINAL	\$	<u>1,031.00</u>	Retainage:	\$	<u>50.00</u>

I hereby certify that the foregoing is a true and correct statement of the work performed under this Contract.

  
 \_\_\_\_\_  
 Justin L. Bellamy, PE

ACCEPTED:

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.

  
 \_\_\_\_\_  
 Apollo, Inc.

12/3/2015  
 \_\_\_\_\_  
 Date:

City of Union Gap  
P.O. Box 3008  
Union Gap, WA 98903

2014 WATERMAIN  
IMPROVEMENTS  
DWSRF Contract No.: DM13-952-138  
HLA Project No.: 13104

MAIN STREET STORMWATER  
IMPROVEMENTS - PHASE 1  
DOE Grant No.: G1400461  
HLA Project No.: 13106

TO: Apollo, Inc.  
1133 West Columbia Drive  
Kennewick, WA 99336

Progress Estimate No.: 6 AND FINAL

Date: December 1, 2015

**MINOR CHANGE**

DATE	DESCRIPTION	PAID AS	SUB AMOUNT	GC AMOUNT	TOTAL AMOUNT	SUB NAME	TIME EXTENSION
<b>SCHEDULE A - 2014 WATERMAIN IMPROVEMENTS</b>							
11/19/2015	SEE FORCE ACCOUNT SUMMARY FOR DETAIL	33		\$69,137.47	\$69,137.47		
11/19/2015	HD FOWLER NON-RETURNABLE ITEMS DELIVERED TO CITY OF UNION GAP	33		\$1,392.76	\$1,392.76		
			<b>Subtotal</b>		<b>\$70,530.23</b>		
<b>SCHEDULE B - MAIN STREET STORMWATER IMPROVEMENTS - PHASE 1</b>							
11/19/2015	SEE FORCE ACCOUNT SUMMARY FOR DETAIL	54		\$5,780.19	\$5,780.19		
11/19/2015	NEW STORM DRAIN MANHOLE AT STA 4+10	54		\$2,500.00	\$2,500.00		
			<b>Subtotal</b>		<b>\$8,280.19</b>		

cc: Apollo, Inc.  
Gene W. Soules, PE, Stephen Hazzard, PE, HLA  
Steve Sziefert, HLA  
Vic DeBlasio, HLA



## City Council Communication

**Meeting Date:** December 14, 2015  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Yakima Waste System, Inc. - Solid Waste Collection Contract

**SYNOPSIS:** The City has completed the annexation in the "Borton" area. This area is currently being serviced by Yakima Waste Systems and it is in the best interest of the residents and businesses for the City to contract with Yakima Waste Systems for exclusive collection of solid waste.

The City wishes to execute this agreement for the purpose of confirming and memorializing conditions and requirements pursuant to RCW 35.13.280.

**RECOMMENDATION:** Adopt a resolution authorizing the City Manager to enter into an agreement with Yakima Waste Systems, Inc. for solid waste collection in the newly annexed Borton area – per requirements pursuant to RCW 35.13.280.

**LEGAL REVIEW:** City Attorney prepared this resolution.

**FINANCIAL REVIEW:** These costs are included in the 2016 Budget

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Solid Waste Collection Contract

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

**A RESOLUTION** authorizing the City Manager to sign a contract with Yakima Waste Systems, Inc. for collection of garbage.

**WHEREAS**, the City annexed an area known as the Borton Annexation by Ordinance No. 2878 and this area is in need of garbage service; and

**WHEREAS**, Yakima Waste Systems operates a garbage and refuse collection business; and

**WHEREAS**, City has determined it is in the best interests of the residents and businesses in the annexed area to contract with Yakima Waste Systems, Inc for the exclusive collection of garbage for the City within this area; and

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

That the City Manager is authorized to sign an Agreement with Yakima Systems Inc. for garbage collection service.

**PASSED** this 14th day of December, 2015.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**CITY OF UNION GAP / YAKIMA WASTE SYSTEMS, INC.**  
*Solid Waste Collection Contract*  
*2016 thru 2026*

THIS AGREEMENT made and executed this day of, 2015, by and between the City of Union Gap, a Municipal Corporation, hereinafter called "CITY", and Yakima Waste Systems, Inc., a Washington Corporation, hereinafter called "CONTRACTOR",

I. Recitals

WHEREAS, CITY annexed an area known as the Borton Annexation by Ordinance No. 2878, approved on August 10, 2015, legally described in the attached Exhibit "Borton Annexation Area", and

WHEREAS, CONTRACTOR operates a garbage and refuse collection business and is the holder of the Washington Utilities and Transportation Commission (WUTC) certificate for the annexed area, and

WHEREAS, CITY has determined it is in the best interests of the residents and businesses in the annexed area to contract with CONTRACTOR for the exclusive collection of garbage for CITY in that area, and

WHEREAS, pursuant to RCW 35.13.280, CITY and CONTRACTOR wish to execute this agreement for the purpose of confirming and memorializing conditions and requirements for solid waste collection within the area and it is intended that this agreement shall meet the requirement of RCW 35.13.280 that CITY provide a franchise to continue such business within the annexed territory for a term of not less than seven years,

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is agreed as follows:

II. Agreement

1. Term: This Agreement shall commence January 1, 2016 and shall end December 31, 2025.
2. Garbage Service: During said term, CONTRACTOR shall have the sole and exclusive right to, and agrees to, collect and remove all solid waste, refuse, garbage, and rubbish from all buildings, structures, places of business, plants, dwellings, stores, office buildings, fire houses, schools, hotels, municipal buildings, theaters, garages, public markets, restaurants, and other places of accumulation, all in accordance with the Agreement as contained herein and CONTRACTOR shall make a complete and thorough collection and disposal thereof. The method of collection shall be by regular route pick-ups according to a fixed route and schedule as determined by CONTRACTOR. Except as provided for in Section 40, CITY shall not, during the term of this Agreement, contract with any other party for services provided by CONTRACTOR pursuant to this Agreement.

CITY may, in its sole discretion, enforce the exclusivity provisions of this Agreement against third-party violators, taking into account the cost of doing so and other factors. CONTRACTOR

may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and CITY shall use good-faith efforts to cooperate in such enforcement actions brought by CONTRACTOR. CITY shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of this Agreement, including, without limitation, the exclusive service rights granted to CONTRACTOR pursuant to this Agreement.

Solid waste shall mean the same as defined in RCW 70.95.030 and RCW 81.77.010 (9); PROVIDED THAT the term "solid waste" shall include source separated recyclables. Agricultural processing waste shall be excluded from the definition of solid waste for the purposes of the Agreement only if such agricultural processing waste is transported directly to a site which is properly permitted and approved by all local, state, or federal agencies having jurisdiction over the site, including, but not necessarily limited to, local health departments, Department of Ecology, and the State Health Department. All such transportation and disposal shall be in conformance with any applicable Solid Waste Comprehensive Plan.

Agricultural processing waste is defined as that waste which consists exclusively of the remainder and residue of processed fruit or vegetables. It is not any solid matter such as wood, packaging, paper products, plastics, cardboard, or other food products, rubbish or any other material, which is included in the definition of solid waste in RCW 70.95.030, and is transported to a permitted facility for disposal.

3. Spring Cleanup: CONTRACTOR will provide for one day per year in the month of April on a day determined by CITY one drop box for the purposes of collecting yard waste generated from the residential accounts within CITY. Said drop box will be placed at location determined by CITY. All haul fees will be without charge to CITY. Disposal or processing fees related to the yard waste collected will be submitted to and paid by CITY.

4. Application of Service: If two or more types of service are available to a garbage account, both of which adequately and satisfactorily serve the account, the party receiving the service shall have the option of selecting the service he wishes to receive so long as no unsanitary condition is created as a result of the service selection.

If a single commercial building or a complex is occupied by more than one business, the party(s) receiving the garbage service may elect to receive and be charged for a single container service to serve the entire building or complex, so long as no unsanitary condition is created as a result of the single container service. To qualify for this election, one party must agree to be solely responsible for the entire garbage account as relates to the building or complex. Written notice must be given to CITY, signed and dated by such party, which notice must state the following:

- (a) The name and address of the commercial building or complex;
- (b) The parties which have elected to receive single container service;
- (c) The name and address of the party agreeing to be responsible for the account;

- (d) A statement that such party agrees to be solely responsible for the entire garbage account as relates to the building or complex.

For purposes of this provision, a “commercial complex” shall consist of all buildings or businesses located on a single parcel of real property, and which property, businesses, and buildings are owned by the same person or entity.

If a dispute arises between the party(s) receiving service and CONTRACTOR, the Director of Public Works & Community Development shall make the determination as to the type of service and charge. The decision of the Director of Public Works & Community Development shall be final.

5. Points of Collection: Residential and Commercial collection shall be at curbside, or if curbside collection is impossible, at such point as designated by CONTRACTOR.

6. Recycling Program: CONTRACTOR will provide each residential customer with at least one two-piece stackable recycling bin set, for each home owner requesting the service. The recycling bin set will be picked up at least twice per month. Multi-unit dwellings of four units or more, (including mobile home parks of four or more units, and multi-unit apartment complexes of four or more residential units) if requested, shall be provided with one one-and-a quarter-yard container for the collection of cardboard only. CONTRACTOR shall provide collection services for such multi-unit dwellings at least twice per month. CONTRACTOR shall be paid for the container instead of the recycling bin set. CONTRACTOR will also furnish the tools needed to educate the community on the ways of recycling. This would include brochures, calendars (showing the pick-up dates for recyclables), and other methods of communication that would economically educate and inform the residents of CITY of the Recycling Program.

CONTRACTOR shall not, under any circumstances, be allowed to dispose of the recyclable materials at the landfill without CITY approval given in writing. If CONTRACTOR cannot sell the recycled material on commercially reasonable terms, CONTRACTOR will immediately notify CITY. CITY and CONTRACTOR will work together in good faith to arrive an equitable solution towards both parties.

7. Recycling of all Collected Recyclable Materials: CONTRACTOR will recycle all items listed in Appendix B, that it collects under any Residential Recycling Program offered within CITY. At such time that market conditions do not favor the recycling of specific commodities, CONTRACTOR and CITY will negotiate in good faith to determine which commodities shall be included or excluded in Appendix B as recyclable.

8. Consideration to be Paid: For the full and faithful performance of the services required to be performed by CONTRACTOR pursuant to the Agreement, CONTRACTOR shall be compensated in accordance with the schedule of rates and charge attached hereto as Appendix A or as amended pursuant to this Agreement. Payment shall be made to CONTRACTOR by CITY by the last day of each month for services rendered in the prior month, and all charges assessed for said prior month, pursuant to the provisions of the Agreement, shall be deducted from such monthly payment. The customer count shall be based upon the record of active customers every month.

9. Escalation Clause: Payment pursuant to this agreement shall be adjusted on January 1 each year in an amount not to exceed eighty percent (80%) of the Consumer Price Index – All Urban Consumers; Seattle-Tacoma-Bremerton, “All Items”, Base Period 1982 – 84 = 100, hereinafter referred to as the “Adjustment Index”. The adjustment on January 1, 2017 will be computed using the Adjustment Index for August 1, 2016, as the base and the percentage increase or decrease will be determined between the base and the percentage increase or decrease as of August 1, 2016.

In addition CONTRACTOR shall be allowed the following rate adjustments:

i) Tipping Fee Increases. CONTRACTOR shall be allowed to pass through to CITY’s customers any approved governmental increases in tipping fees. CONTRACTOR shall provide CITY with notice of tipping fee increase or decrease immediately upon CONTRACTOR being notified of an adjustment in such fees but, in any event, not less than forty-five (45) days prior to the requested effective date of the pass through rate increase or decrease. CONTRACTOR shall pass through to CITY’S customers any decrease in tipping fees unless expressly agreed to by CITY in writing.

ii) CONTRACTOR may also apply to CITY for rate adjustments to reflect any unforeseen increases in costs of operations, which may arise during the term of the Agreement, such as increased taxes, and/or other governmental fees and surcharges. CONTRACTOR shall submit a written request to adjust the rates no more than one hundred twenty (120) days and not less than sixty (60) days prior to the proposed effective date of the requested change. CITY shall promptly consider such proposed rate change and shall not unreasonably withhold any rate increase based upon the occurrence of an unforeseen circumstance.

10. Fuel Surcharge: In addition to the base collection rates set forth in this Agreement under Appendix A, CONTRACTOR is hereby authorized to charge a “fuel surcharge” on all solid waste collection accounts, provided the surcharge is determined and used in accordance with the provisions hereinafter set forth. The fuel surcharge will be implemented in the instance that the Current Fuel Price exceeds the Base Fuel Price by 15% or more.

The following definitions apply to the use of the fuel surcharge:

- i) Base Fuel Expense: the proportion of approved rates attributable to gross fuel expense, hereby fixed at 9.30%.
- ii) Base Fuel Price: \$2.75.
- iii) Current Fuel Price: the per gallon price for retail sales of “West Coast Number 2 Diesel Ultra-Low Sulfur” (0-15 PPM) for the most recent full month reported in the “Monthly Diesel Prices – Ultra-Low” index published by the Energy Information Administration of the US Government.
- iv) Surcharge: the product of multiplying the base fuel expense by the percentage change between the base fuel price and current fuel price.

Section A. Surcharge Methodology: the Surcharge shall be calculated by subtracting the Base Fuel Price from the Current Fuel Price and converting the difference to a percentage of the

Base Fuel Price; that percentage shall then be multiplied by the Base Fuel Expense and the resulting product shall constitute the Surcharge. The Surcharge shall be applied to each monthly billing.

Section B. CONTRACTOR shall submit to CITY a surcharge calculation worksheet (example provided in Appendix D) by the 25th day of the month immediately preceding the months of August, October, December, February, April and June; the fuel surcharge shall be deemed approved and authorized unless written objection from CITY is received CONTRACTOR within seven (7) days of CITY's receipt of the worksheet. The surcharge shall commence only on the first of each of the months named herein above, and shall continue in effect for a two (2) month period, at which time CONTRACTOR will submit a new fuel surcharge calculation to CITY based on the above described methodology.

11. Reports supplied by CONTRACTOR: In addition to any report required by law, CONTRACTOR shall keep adequate, complete and current records showing the number and size of loads collected within the limits of CITY and the approximate tonnage of solid waste hauled by CONTRACTOR to the disposal site. Such information shall be available to CITY upon request.

12. Volume Reduction: CONTRACTOR should use commercially reasonable efforts to implement any economically and technically feasible volume reduction methods which are generally available to the public.

13. Mandatory Collection: Garbage and refuse collection shall be mandatory within the incorporated city limits of CITY.

14. Collection Schedules: CONTRACTOR shall use commercially reasonable efforts at all times to keep all persons from whom it is collecting garbage and refuse advised of the schedules for collection both day and time of pickup and shall further exert commercially reasonable efforts to maintain actual collection in accordance with written schedules.

Collection of all commercial and industrial accounts shall be required on a regularly scheduled basis. Collection for residential accounts shall be a minimum of once per week. Additionally, all business classification locations, permanent drop box customers, and all temporary frontload container customers shall also receive collection services a minimum of once per week. Further, CONTRACTOR shall collect recyclable materials twice per month from each residential customer. CONTRACTOR may, but is not required to, provide collection service on Saturdays, Sundays and holidays.

15. Hours of Collection

For commercial and industrial: Between the hours of 3:00 a.m. and 5:00 p.m., Monday through Friday. Where special circumstances or complaints received by CITY indicates the necessity or desirability of an adjustment in the hours between which pickups may be made, CITY may require such an adjustment to be made upon written notice to CONTRACTOR. If the hours of operation create a complaint problem, CONTRACTOR and CITY will determine a solution that may result in a revision of the operating schedule.

For residential dwellings: Between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday. Any temporary change in the above hours shall be only upon approval by CITY.

16. Area to be Served: The area to be served shall be the entire area known as the Borton Annexation Area within the incorporated city limits as it was annexed into CITY and as it now exists in the attached Exhibit "Borton Annexation Area".

17. City Supervision: The work embraced in accordance with the provision of the Agreement shall be under supervision of the Director of Public Works & Community Development or his/her authorized representative.

18. Meaning of Terms: The meaning of terms and words as contained herein shall be governed by the common and customary understanding of the industry.

19. Requirements for Employee Conduct: CONTRACTOR shall require all employees to be courteous at all times and not to use loud or profane language and to do their work as quietly as possible. Employees in collecting garbage, refuse and certain other waste shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans. Employees shall also replace all garbage cans and covers and close all gates, which they have opened. All employees shall wear clean, presentable clothing. Employees shall not trespass or cross property to neighbor's premises nor meddle with property, which does not concern them.

20. Loading: Extra care shall be taken in loading and transportation of garbage, refuse, and other waste so that none of the materials to be collected is left either on private property or on the streets or alleys. Any garbage, refuse or other waste left on the private property or on streets or alleys by CONTRACTOR shall be cleaned up upon notice from CITY.

CONTRACTOR shall be responsible for the cleaning of all debris that was spilled or tracked on any street, alley, or public place by CONTRACTOR's equipment. If CONTRACTOR fails to clean the same within two (2) hours after notice by CITY then CITY may cause such streets to be cleaned and charge the costs of same to CONTRACTOR.

21. Emergency Collections/Provisions: Adequate provisions acceptable to CITY shall be made by CONTRACTOR to provide special collections when garbage, refuse and other waste has not been collected during the regularly scheduled pickup. Special pickups for missed collections shall be made by CONTRACTOR when ordered by CITY. For the purposes of this paragraph, "missed collection" shall not include collections not made for reasons beyond the control of CONTRACTOR, such as "acts of God" temporary road surface conditions due to temporary utility work that obstructs all routes of collection, or unusual or inclement weather. Collection may be delayed due to dangerous conditions as determined and agreed to by CITY and CONTRACTOR.

22. Collection Equipment: In collecting garbage, refuse and other waste under this Agreement CONTRACTOR shall use all metal, plastic, or other CITY approved material, water-tight, completely enclosed packer-type truck and/or container units that are designed and manufactured specifically for the collection of garbage and refuse and are capable of servicing detachable containers for servicing residential, commercial and industrial accounts. No leakage from either packer-type bodies or detachable containers shall be allowed. The number and type of collection

vehicles furnished shall be sufficient for the collection of all garbage, refuse and other waste within the area to be served. If there is any doubt by CONTRACTOR whether the equipment is satisfactory, it shall secure prior written approval from CITY.

23. Contractor Facility: CONTRACTOR shall maintain during regular business hours a telephone by which CONTRACTOR may be contacted.

24. Method of Disposal: CONTRACTOR shall deliver at its cost all garbage, refuse and other waste to the Yakima County Solid Waste System, i.e., Terrace Heights Landfill or Cheyne Landfill.

25. Ownership of Equipment: All vehicles, facilities, equipment and property used in the performance of providing solid waste collection services under this agreement shall be wholly owned and maintained by CONTRACTOR.; however, while at the service recipient's location, such service recipient shall have care, custody and control of the equipment and shall be responsible for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from CONTRACTOR's handling of the equipment) and for its contents. The service recipient shall not overload (by weight or volume) any equipment provided by CONTRACTOR or any container serviced by CONTRACTOR.

26. Painting and Cleaning of Equipment and Vehicles: Collection vehicles shall be painted and numbered and shall have CONTRACTOR'S name and vehicle number printed in letters of a contrasting color at least four (4) inches high, on each side of each vehicle and the number on the rear of each vehicle. No advertising shall be permitted other than the name of CONTRACTOR.

All vehicles shall be kept in a clean and sanitary condition. All detachable containers furnished under this Agreement shall display CONTRACTOR'S name and number on the container. In addition, all such containers shall be marked with any necessary or appropriate safety warnings as may be required or recommended by an appropriate regulatory agency.

Dumpsters provided by CONTRACTOR shall display CONTRACTOR'S name and will be good repair.

27. Insurance: CONTRACTOR shall provide and maintain in full force and effect during the entire term of this agreement a policy of CONTRACTOR's Public Liability Insurance, naming CITY as additional insured, providing for limits of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury to or death of one (1) person and subject to that limit for each person; a total of not less than two million dollars (\$2,000,000) for all damages arising out of bodily injury to or death of two (2) or more person in any one accident; and regular CONTRACTOR's Property Damage Liability Insurance providing for a limit of not less than one million dollars (\$1,000,000) for all damage arising out of injury to or destruction of property in any one accident and subject to that limit per accident; a total limit of not less than two million dollars (\$2,000,000) for all damages arising out of injury to or destruction of property each year of this Agreement commencing January 1, 2016.

All the foregoing insurance policies shall provide for notice to CITY of any change, cancellation or lapse of such policy in accordance with applicable notice provision of such policy. Proof of coverage for these policies must be submitted to CITY by CONTRACTOR.

28. Indemnification: CONTRACTOR shall indemnify and save CITY harmless, its officers, agents and employees from and against any and all loss, damage, actions, claims, suits, judgments and liability ("Loss") in connection with the loss of life, personal injury and/or damage to property to the extent arising from or out of any occurrence, conduct or operation of or by CONTRACTOR, CONTRACTOR's agents, subcontractors, sub consultants and employees; provided, however, that the obligations in this Section 28 shall not apply to the extent that such Loss is caused by the intentional or negligent act or omission of CITY or its agents, employees or other parties not affiliated with CONTRACTOR.

CONTRACTOR'S duty to defend, indemnify and hold CITY harmless shall include, as to all claims, demands, losses and liability to which it applies, City's personnel-related costs, reasonable attorney's fees, and the reasonable value of any services rendered by the office of City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

CONTRACTOR specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided that CONTRACTOR waiver of immunity by the provisions of this paragraph extends only to claims against CONTRACTOR by CITY and does not include, or extend to, any claims by CONTRACTOR'S employees directly against CONTRACTOR.

CONTRACTOR hereby certifies that this indemnification provision was mutually negotiated.

In the event either party breaches this Agreement or a dispute arises between the parties hereto for interpretation or enforcement of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

29. Fees, Taxes and Licenses: CONTRACTOR shall be required to pay all taxes, licenses and other such fees required by applicable federal, state or local rules and regulations and upon request by CITY shall provide proof of the payment of the same.

30. CONTRACTOR Assistance: CONTRACTOR shall, upon request and without cost, provide CITY and/or CITY's customers technical assistance regarding design and location of garbage and/or refuse containers and enclosures.

31. CITY Assistance and Reporting: CITY shall, upon request and without cost, make available to CONTRACTOR all information pertaining to current billing records and information regarding quantity and container sizes for all residential, commercial, and industrial customers.

32. Excluded Waste. Title to all non-hazardous solid waste and yard waste shall pass to CONTRACTOR upon its being loaded onto CONTRACTOR's collection vehicle. Those residents and businesses receiving services within CITY shall not deposit in CONTRACTOR's equipment or place for collection by CONTRACTOR any Excluded Waste (as hereinafter defined). Title to and liability for any Excluded Waste shall remain with the customer and/or generator of such Excluded Waste, even if CONTRACTOR inadvertently collects and disposes of such Excluded Waste. Notwithstanding any other term contained herein, CONTRACTOR shall

have no obligation to collect any material which is, or which CONTRACTOR reasonably believes to be, Excluded Waste. If CONTRACTOR finds what reasonably appears to be discarded Excluded Waste, CONTRACTOR shall notify the resident/generator, if such can be determined, that CONTRACTOR may not lawfully collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal. For the purposes of this Agreement, "Excluded Waste" shall mean any body wastes, abandoned vehicles, vehicle parts, bulky waste, construction debris, large equipment and parts, dead animals, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.

33. Company Name: CONTRACTOR shall not use a firm name containing the word "CITY" or any words implying municipal ownership.

34. Affirmative Action Plan: CONTRACTOR shall at all times during the term of this Agreement engage in employment practices in a manner whereby equal employment opportunity is observed and practiced.

CONTRACTOR shall not refuse to hire, and shall not discriminate against any person hired in terms or conditions of employment because of such person's age, sex, marital status, race, creed, color, national origin, veteran status including Vietnam era Veteran, or handicap, unless a bona fide job requirement exists.

35. Modification: This Agreement may only be modified in writing and signed by appropriate representatives of each party.

36. Severability: Should any part or provision of this Agreement be found to be illegal or in conflict with any applicable statute or regulation, the validity of the remaining parts or provisions hereof shall not be affected thereby.

37. Holidays: CONTRACTOR shall designate which holidays the firm will observe and indicate to CITY the schedule CONTRACTOR will work if a holiday falls on a regular collection day. If a holiday falls during the regular work-week, Monday through Friday, collections will be made the following day. The following holidays will be observed with no collections being made.

New Year's Day, January 1<sup>st</sup>  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

38. City's Streets, Alleys: CITY reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as CITY may direct, which may have the effect for a time of preventing CONTRACTOR from traveling its accustomed route or routes for collection. CONTRACTOR shall make every reasonable effort to collect all routes. CITY hereby grants to CONTRACTOR the right to utilize rights-of-way for the purpose of allowing CONTRACTOR to provide the collection services and to place and remove receptacles therefor; provided, that the right granted hereunder and the obligation of CONTRACTOR to provide such

collection services is applicable only where there is a maintained road, street or alley allowing lawful access to a receptacle placed out for collection. CONTRACTOR shall have the right, until receipt of written notice revoking permission to pass is delivered to CONTRACTOR, to enter or drive on any private street, court, place, easement or other private property for the purpose of providing the collection services pursuant to this Agreement. CITY warrants that CITY's paved streets, curbing or other driving surface or any right of way reasonably necessary for CONTRACTOR to provide the collection services are sufficient to bear the weight of all of CONTRACTOR's equipment and vehicles reasonably required to perform such collection services. CONTRACTOR will not be responsible for damage to any such paved streets, curbing, driving surface or right of way, and CITY agrees to assume all liabilities for any such damage, which results from the weight of CONTRACTOR's vehicles providing collection services to CITY and its residents and businesses.

39. Cans, Container: CONTRACTOR shall provide one (1) or more ninety six (96) gallon containers for each residential customer. The cost for providing each container shall be included in the monthly rate for residential service. For commercial and industrial accounts, special containers compatible with CONTRACTOR's equipment shall be supplied by CONTRACTOR. The applicable rates for such containers are specified in this Agreement.

40. Default: If CONTRACTOR abandons or materially breaches its obligations hereunder or fails to fully and promptly comply with all of its provisions or fails to give reason satisfactory to CITY for noncompliance, CITY may then declare CONTRACTOR to be in default of this Agreement and shall notify CONTRACTOR in writing of such default and shall provide CONTRACTOR with thirty (30) days to cure such default. If CONTRACTOR fails to cure such default in a timely manner, CITY may thereafter give written notice of termination to CONTRACTOR. Upon receipt of any such written notice, this Agreement shall terminate. In the event of default, CITY may immediately select another solid waste collection and disposal contractor.

If CITY materially breaches its obligations hereunder or fails to fully and promptly comply with all of its provisions or fails to give reason satisfactory to CONTRACTOR for noncompliance, CONTRACTOR may then declare CITY to be in default of this Agreement and shall notify CITY in writing of such default and shall provide CITY with thirty (30) days to cure such default. If CITY fails to cure such default in a timely manner, CONTRACTOR may thereafter give written notice of termination to CITY. Upon receipt of any such written notice, this Agreement shall terminate.

41. City Ordinances: All work to be performed under this Agreement shall be in accordance with the conditions and provisions of Union Gap Municipal Code Chapters 5 & 12 and any amendments thereof and all other provisions of the code applicable to CONTRACTOR operations.

42. State Regulations: CITY shall fulfill its obligations pursuant to RCW 35.13.280 with respect to the annexed an area known as the Borton Annexation by Ordinance No. 2878 approved on August 10, 2015 as legally described in the attached Exhibit "Borton Annexation Area".

43. Compliance with Laws: CONTRACTOR shall, in the performance of this Agreement, comply with all federal, state, county, and CITY laws and regulations.

44. Billing: CITY shall handle billing for all customer accounts.
45. Complaints: CONTRACTOR shall promptly respond to all complaints received and shall provide documentation to CITY that complaint has been addressed.
46. Force Majeure. Provided that the requirements of this Section are met, CONTRACTOR shall be excused from performance and shall not be liable for failure to perform under this Agreement if CONTRACTOR's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of CONTRACTOR ("Force Majeure"). If, as a result of a Force Majeure event, CONTRACTOR is unable wholly or partially to meet its obligations under this Agreement, it shall promptly give CITY notice of the Force Majeure event, describing it in reasonable detail. CONTRACTOR's obligations under this Agreement shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.
47. Notices: All correspondence and/or notices required or referenced herein shall be directed as follows;

CITY: **City of Union Gap**  
 Attn.: Rodney Otterness, City Manager  
 107 W. Ahtanum Road  
 P.O. Box 3008  
 Union Gap, WA 98903  
 Phone: 509.248.0432  
 Fax: 509.249.9292

CONTRACTOR: **Yakima Waste Systems, Inc.**  
 Attn.: District Manager  
 2812 ½ Terrace Heights Drive  
 Yakima, WA 98901  
 P.O. Box 2830  
 Yakima, WA 98907  
 Phone: 509.248.4213  
 Fax: 509.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**CITY OF UNION GAP**

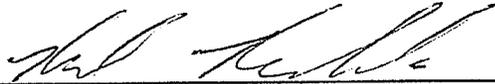
**ATTEST**

\_\_\_\_\_  
Rodney Otterness, City Manager

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

**YAKIMA WASTE SYSTEMS, INC.**

**ATTEST**

  
\_\_\_\_\_  
Keith Kovalenko, District Manager

\_\_\_\_\_



## City Council Communication

**Meeting Date:** December 14, 2015  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution – 2016 YVCOG Contract

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**SYNOPSIS:** The attached Technical Assistance Contract with Yakima Valley Conference of Governments (YVCOG) allows the City to expedite the process in the event the City wishes to initiate a contract for planning or grant services that may be needed during 2016. This is the same contract the City adopted in 2015. The amount set for services in the 2016 contract is \$5,000.

**RECOMMENDATION:** Adopt a Resolution authorizing the City Manager to sign a contract with the Yakima Valley Conference of Governments (YVCOG) for technical assistance in procuring development grants and other associated services.

**LEGAL REVIEW:** Has been reviewed by City Attorney

**FINANCIAL REVIEW:** The YVCOG assessment costs are included in the 2016 Budget

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. 2016 YVCOG Contract

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

A **RESOLUTION** authorizing the City Manager to sign a 2016 Professional Services Agreement with the Yakima Valley Conference of Governments (YVCOG) for technical assistance.

**WHEREAS**, the City of Union Gap from time to time requires professional planning assistance on technical matters where the City's staff does not have the time or resources to handle the matters themselves;

**WHEREAS**, the Yakima Valley Conference of Governments (YVCOG) has staff members with technical expertise available to assist the City as the need arises;

**WHEREAS**, the City of Union Gap wishes to enter into a contract with YVCOG for professional technical assistance that it may require from time to time;

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

The City Manager is authorized to sign a 2016 Professional Services Agreement with the Yakima Valley Conference of Governments (YVCOG) for technical assistance as needed.

**PASSED** this 14th day of December, 2015.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

CITY OF UNION GAP  
TECHNICAL ASSISTANCE CONTRACT NO. 010116UG

THIS CONTRACT, entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Union Gap, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by \_\_\_\_\_, City Administrator, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the City Administrator;

1.2 Assist the City in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the City Administrator;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

2. Time of Performance. The services provided by the Conference pursuant to this contract shall commence on \_\_\_\_\_, 2016 and shall end on \_\_\_\_\_, 2016.

3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City hereunder shall not exceed \$\_\_\_\_\_ for all services required. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the

Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to the City for payment based upon work completed for the City. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either the City or the conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF  
GOVERNMENTS

CITY OF UNION GAP  
YAKIMA COUNTY

BY: \_\_\_\_\_  
Conference Chair

BY: \_\_\_\_\_  
City Administrator

ATTEST: \_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_



## City Council Communication

**Meeting Date:** December 14, 2015  
**From:** Bronson Brown, City Attorney  
**Topic/Issue:** Ordinance - Municipal Code Amendments

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**SYNOPSIS:** This proposed ordinance implements changes to several sections of the municipal code relating to the restructuring of the departments and other changes related to designated land use officials. Several of these changes to the code are proposed to comply with the WCIA land use audit.

**RECOMMENDATION:** Adopt the ordinance which codifies the department restructuring and cleans up several other sections of the municipal code including sections relating to the designated official for land use actions and permits.

**LEGAL REVIEW:** City Attorney has reviewed 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 Titles 2.52, 2.56 2.68, 14.08, 14.28, 14.50, 16.08, 17.02 and 17.08 of the Union Gap Municipal Code.

WHEREAS, the City of Union Gap has undergone some restructuring of city staff and officials over the past couple of years; and

WHEREAS, the City Council passed Ordinance 2838 on November 12, 2013 restructuring city departments and creating the Public Works and Community Development Department, Finance and Administration Department, and Public Safety Department; and

WHEREAS, the City Council passed Ordinance 2842 on January 13, 2014 establishing job descriptions for the Public Works and Community Development Director, Finance and Administrative Services Director, Public Safety Director and establishing the position and job description of Deputy Director of Public Works and Community Development

WHEREAS, this restructuring creates the need to update several sections of the Union Gap Municipal Code to reflect the changes in job titles and positions of city officials;

WHEREAS, Titles 2.52, 2.56 2.68, 2.84, 14.08, 14.28, 14.50, 16.08, 17.02 and 17.08 of the Union Gap Municipal Code contains language which needs updating to reflect the change of job titles of the City of Union Gap officials;

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

**UNION GAP MUNICIPAL CODE Section 2.52.070, DESIGNATION OF RESPONSIBLE OFFICIAL, is hereby amended to read as follows:**

**2.52.070 - Designation of responsible official.**

- (a) For those proposals for which the city is the lead agency, the responsible official shall be the city's Deputy Director of Public Works & Community Development or the Designee of the Public Works and Community Development Director.
- (b) For all proposals for which the city is the lead agency, the responsible official shall make the threshold determination, supervise scoping and preparation of any required environmental impact statement (EIS), and perform any other functions assigned to the "lead agency" or "responsible official" by those sections of the SEPA rules that were adopted by reference in WAC 173-806-020.

**UNION GAP MUNICIPAL CODE Section 2.56., CITY CLERK/FINANCE DIRECTOR, is hereby amended to read as follows:**

**Chapter 2.56 - CITY CLERK/FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR**

**2.56.010 - City clerk.**

The position of "city clerk/finance director" is changed to the position of "city clerk." The city clerk shall coordinate, prepare and maintain the records and files of the city.

(Ord. 1681 § 1, 1993: Ord. 1450 § 1, 1991: Ord. 613 § 1, 1975)

**2.56.020 - FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR**

**(A) Duties**

This position develops plans, administers and directs services provided by the Finance and Administration Department of the City including Utility Billing, Payroll, Budget, Human Resources; Risk Management, Information Technology, and Records Management.

1. Serves as the City Treasurer for the City.
2. Administers the issuance of municipal licenses.
3. Oversees bank deposits, reconciliation of daily cash, coding of receipts and maintenance of records.
4. Oversees financial processes such as utility billing, payroll, accounts payable, and accounts receivable.
5. Oversees the maintenance of auxiliary cash controls for balancing, reconciliation of bank deposits and other accounting activities.
6. Oversees journal entries and other appropriate accounting records in the reconciliation of the general ledger.
7. Prepares periodic financial, statistical or operations reports that accurately reflect the financial activities of the City.
8. Coordinates and assists the City Manager in the preparation of the City's annual budget and Annual State Reports.
9. Assures that the assigned areas of responsibilities are performed within budget; perform cost control activities; monitor revenues and expenditures in assigned area to assure sound fiscal control; assure effective and efficient use of budgeted funds, personnel, materials, facilities and time.
10. Supervises staff that is assigned.
11. Serves as the City Clerk for the City by overseeing the City Clerk functions and activities such as taking minutes and preparing agendas for the City Council.
12. Acts as the custodian of records and of the official City seal.
13. Directs staff on the day to day records management responsibilities.
14. Responds to requests for public information.
15. Coordinates community outreach activities by arranging facilitating meetings and events.
16. Administers the City's employee benefits and wellness programs.
17. Assists with development and maintenance of job descriptions.
18. Coordinates the City's commercial drivers license (CDL) and drug and alcohol testing programs; monitor testing procedures; maintain confidential medical and test records.

19. Responsible for the Civil Service processes and systems.
20. Assists the City Manager and WCIA to administer the City's risk management program and respond to claims.
21. Manages the City's contract with its information technology service provider.
22. Maintains an inventory and coordinates replacement of information technology equipment.

(Ord. 2479, 2005; Ord. 2476, 2005; Ord. 2468, 2005)

(Ord. No. 2797, § 2, 11-13-12)

**UNION GAP MUNICIPAL CODE Section 2.58, PUBLIC WORKS DIRECTOR, is hereby amended to read as follows:**

**2.58- Public Works and Community Development Director**

**2.58.010 – Public Works and Community Development Director.**

The head of the public works department, shall be known as "public works & community development director." All references in this code to "public works superintendent" or "public works director" shall mean "public works & community development director."

**2.58.020- Duties**

1. Performs complex supervisory, administrative and professional work in planning, organizing, directing, and supervising the Public Works and Community Development Department.
2. Performs administrative direction and supervision in the development, operation, maintenance, administration, and coordination of Street and Traffic Engineering, Maintenance, Refuse Collection, Water, Sewer, Stormwater, Parks and Recreation, Public Transit facilities and other public works and community development projects and programs.
3. Performs administrative direction and supervision in administering and enforcing building and related codes.
4. Performs administrative direction and supervision in the current and long range planning programs of the City related to the development and implementation of land use and related municipal plans and policies.
5. Performs administrative direction and supervision in the planning, developing, and implementation of community and economic development projects and programs; coordinates with business and development interests; provides assistance in the implementation and promotion of program events; acts as liaison with City departments and officials involved in departmental programs and projects; assists in representing the City on community and economic development boards and committees and on other issues as assigned.

6. Supervises Deputy Director of Public Works and Community Development, Division Directors, Public Works Working Foreman, Working Parks Foreman, Maintenance Workers, building inspectors, code enforcement staff, support staff, and other part-time or temporary staff, as assigned.
7. Exercises supervision over clerical, administrative, maintenance and professional staff as assigned.
8. Plans, organizes, directs, and evaluates major programs and activities of the department; prepares and recommends short and long-range plans; approves programs developed by subordinate personnel.
9. Provides planning and land use advice to staff, supervisors and other officials; makes private and public presentations to supervisors, boards, commissions, civic groups and the general public.
10. Communicates official programs, policies and procedures to staff and the general public.
11. Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned areas to assure sound fiscal control; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
12. Prepares and documents budget requests, reviews preliminary annual budget requests submitted by staff, adjusts budget items as necessary to conform to anticipated needs and activities, for presentation to the Director of Finance and Administration, City Manager and City Council.
13. Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
14. Oversees the development and implementation of growth management, land use, economic development, utility, housing, transportation, park and open space, facilities, solid waste or other plans and codes to meet the City's needs and any inter-governmental agreements or requirements.
15. Oversees the development or update of the City Transportation Improvement Program (T.I.P.), Comprehensive Sewer Plan, Comprehensive Water Plan, the Capital Improvement Program, and other plans involving the municipal infrastructure.
16. Evaluates environmental information and recommends mitigation measures to reduce adverse impacts of development.
17. Oversees grant applications and plans; researches availability of private and grant funding; prepares grant proposals, reports on grant activities, grant amendments and extensions; monitors grant performance and expenditure of funds.
18. Negotiates, coordinates and manages department appropriate contracts.

19. Attends professional development workshops and conferences to keep abreast of trends and developments in the field of municipal planning, construction and economic development.
20. Coordinates and facilitates public and private efforts to retain and expand existing businesses; entice and recruit development projects to the City; coordinate City resources in completing joint projects with other economic development associations.
21. Analyzes and assists in prioritizing potential community and economic development projects/opportunities and assists in implementing those projects.
22. Provides financial impact analyses of potential projects and partnerships that involve or require City participation.
23. Oversees the review of private project development plans for compliance with codes, regulations, and standards, adequacy of applications for permits and compliance with approved plans.
24. Oversees the preparation of engineering plans and specifications, bidding, competency of contractors and vendors and the selection criteria for public contracts.
25. Oversees project management for the construction of municipal public works projects.
26. Coordinates the preparation of, review, and updates the sanitary sewer, water, storm drainage, and street system maps, data base, and comprehensive plans.
27. Maintains regular contact with consulting engineers, construction project engineers, City, County, State and Federal agencies, professional and technical groups and the general public regarding department activities and services.
28. Monitors inter-governmental actions affecting public works and community development.
29. Responds to public or other inquiries relative to department policies and procedures. Evaluates issues and options regarding municipal public works and community development.
30. Resolves complex and sensitive customer service issues, personally, by telephone, or in writing as necessary. Maintains records and documents of customer service issues and resolutions.
31. Adjusts errors and complaints.
32. Reviews public complaints regarding Public Works and Community Development service or operation. Investigates complaints and initiates corrective action as necessary.
33. Coordinates activities of the Public Works and Community Development Department with those of other City Departments, governmental agencies, and private utility companies.

34. Supervises development of short and long range plans; rules, regulations and policies in conformance with general policies established by the City Manager and City Council.
35. Administers personnel policies in compliance with appropriate Collective Bargaining Agreements.
36. Meets with City Council regularly and with citizen advisory and interest groups, other governmental and professional groups as necessary.
37. Maintains harmony among workers and resolves grievances.
38. Performs related work as required.
39. Assists in the training of city personnel in public works systems and techniques;
40. Assists City staff in the enforcement of local ordinances and in interpreting city codes and master plans.
41. Other duties as assigned by the City Manager and City Council.

**UNION GAP MUNICIPAL CODE Section 2.68, DEVELOPMENT COORDINATOR, is hereby amended to read as follows:**

**Chapter 2.68 - DEPUTY DIRECTOR OF PUBLIC WORKS AND COMMUNITY DEVELOPMENT**

**2.68.010 - Duties.**

(a)The Deputy Director of Public Works and Community Development shall have the following specific duties, powers and responsibilities:

1. Assists Director of Public Works and Community Development in planning, organizing, directing and supervising the Public Works and Community Development Department.
2. Supervises staff in the Public Works and Community Development Department in the absence of and under the direction of the Director.
3. Performs a variety of routine and complex administrative, supervisory and technical work in administering and enforcing building, construction and related codes.
4. Performs a variety of supervisory, administrative, technical and professional work in the current and long range planning programs of the City related to the development and implementation of land use and related municipal plans and policies.
5. Lead in the planning, developing, and completing of the community and economic development projects and programs; coordinate with business and development interests; provides assistance in the implementation and promotion of program events; acts as liaison with City departments and officials involved in departmental programs and projects; assists in

representing the City on community and economic development boards and committees and on other issues as assigned.

6. Performs a variety of support of municipal planning processes. Duties include researching various public records; preparing charts, graphs, maps and other reference documents; preparing reports; assisting customers; and providing technical support.

7. Plans, and evaluates design, construction, and maintenance of public facilities and improvements including those completed by city personnel and those assigned to outside consultants or contractors.

8. Performs administrative and supervision in the development, operation, maintenance, administration, and coordination of Street and Traffic Engineering, Maintenance, Refuse Collection, Water, Sewer, Stormwater, Parks and Recreation, Public Transit facilities and other public works projects and programs.

9. Performs with considerable independence under the direction of the Director of Public Works and Community Development and requires frequent contact with the City Manager, City Council, boards and commissions, other City departments and the general public.

10. Keeps the Director of Public Works and Community Development and City Manager advised of critical issues, decisions and actions.

11. Works under the general supervision of the Director of Public Works and Community Development.

12. Provides professional planning and land use advice to staff, supervisors and other officials; makes private and public presentations to supervisors, boards, commissions, civic groups and the general public.

13. Provides technical building code and advice to supervisors; makes presentations to supervisors, boards, commissions, civic groups and the general public.

14. Communicates official programs, policies and procedures to staff and the general public.

15. Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned areas to assure sound fiscal control; prepares and submits annual budget requests to supervisor, assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

16. Ensures the development and implementation of growth management, land use, economic development, utility, housing, transportation, park and open space, facilities, solid waste or other plans and codes meet the city's needs and any inter-governmental agreements or requirements.

17. Evaluates land use proposals to insure compliance with applicable City, State or Federal laws. Approves shoreline development permits, sign permits, short subdivision plats, boundary line adjustment, and land development proposals within scope of authority and responsibility.

18. Ensures the maintenance of accurate and complete records of department activities and of records relating to licenses, permit, maps, blueprints, overlay, and sketches pertinent to urban planning and development programs and projects.

19. Provides staff support to the Planning Commission as needed.
20. Responds to local citizens inquiring about city planning and zoning regulations and ordinances; resolves disputes between codes and applicants, as required.
21. Evaluates environmental information and recommends mitigation measures to reduce adverse impacts of development.
22. Serves when needed as a member of a planning task for comprised of City, County or State groups.
23. Prepares grant applications and plans; researches availability of private and grant funding; prepares grant proposals, reports on grant activities, grant amendments and extensions; monitors grant performance and expenditure of funds.
24. Develops and maintains database of information for planning purpose.
25. Assists in the supervision and implementation of the development, operation, maintenance, administration, and coordination of public works and community development planning documents and programs.
26. Issues written and oral instruction; assigns duties and examines work for exactness, neatness and conformance to policies and procedures.
27. Prepares a variety of studies, reports and related information for decision-making purposes.
28. Explains, interprets, and provides guidance regarding all applicable codes to architects, engineers, contractors, developers and other interested parties.
29. Reviews current trends and developments in the field of construction, and prepares revisions to codes, ordinances and local regulations. Supervises the examination of building plans of all types to determine compliance with code requirements and related regulations.
30. Researches problems and complaints regarding commercial and residential buildings, building construction and code compliance. Responds to complex and sensitive building issues.
31. Administers the permitting function, including application, fee assessment and collection, permit issuance, inspection, and occupancy.
32. Coordinates plan reviews, inspections, and enforcement action.
33. Attends professional development workshops and conferences to keep abreast of trends and developments in the field of municipal planning, construction and economic development.
34. Performs the duties of a plans examiner or inspector, as needed.
35. Reviews plans for compliance before building permits are issued; interprets codes for builders, architects, developers, and property owners as questions arise; answers questions about new products, materials, and construction methods as they relate to compliance with codes.

36. Coordinates and facilitates public and private efforts to retain and expand existing business and entice and recruit development projects to the City; coordinates City resources in completing joint projects with community and economic development associations.
37. Provides financial impact analyses of potential projects and partnerships that involve or require City participation.
38. Assists in the development and implementation of economic revitalization strategies for the City and neighborhood business districts.
39. Receives inquiries and makes responses regarding utility connections, drainage and other public improvements.
40. Prepares and presents new policies, ordinances and reports for the Planning Commission; Attends city council sessions as needed, and upon request, participates in meetings and conferences with other city boards, commissions, committees, administrative officers, and staff personnel.
41. Administers contracts with outside consulting services as required; advertises for, interviews and selects consultants; negotiates work programs for subsequent contracts.
42. Responds to and resolves citizen inquiries and complaints.
43. Oversees the Title VI Program Non-Discrimination Agreement, ensures non-discrimination in all of the City's programs and activities, assures Title VI activities and/or studies conducted that provided data are tracked and filed. Completes annual reports and monitors complaints relative to Title VI activities.
44. Assists City staff in the enforcement of local ordinances and in interpreting City codes and master plans;
45. Assists in designs for parks, landscapes and other municipal projects.
46. Other duties as assigned by the Director of Public Works and Community Development and the City Manager.

**UNION GAP MUNICIPAL CODE Section 2.84.010 and 2.84.020, CODE ENFORCEMENT OFFICER, is hereby amended to read as follows:**

**2.84.010 - Position created.**

There is hereby created the position of code enforcement officer, which may be either a single full-time or part-time position or may be any combination of full-time and part-time employees. The position will be within the city's building and planning department and shall be supervised by and under the direction of the city's Deputy Director of Public Works & Community Development.

**2.84.020 - Authority/job description.**

The code enforcement officer's authority shall include the following:

(16) Such other duties as determined and assigned by the Deputy Director of Public Works & Community Development and Director of Public Works & Community Development.

**UNION GAP MUNICIPAL CODE Section 14.08.010 and 14.08.020, ENFORCEMENT AND ADMINISTRATION is hereby amended to read as follows:**

**14.08.010 - Authority designated.**

The Deputy Director of Public Works & Community Development of the city of Union Gap is authorized and designated as the official responsible for the enforcement and administration of this title. The Director of Public Works & Community Development may designate employees to act on behalf of the Deputy Director of Public Works & Community Development. The use of the terms "building official," "administrative authority" and similar such terms as contained in this title and in various uniform codes and standards adopted by reference under this title shall be construed as referring to the Deputy Director of Public Works & Community Development of the city of Union Gap and the designees of the Director of Public Works & Community Development..

**14.08.020 - Correlation with zoning ordinance.**

- (a) Prior to the issuance of any permit under this title, the building official shall review the proposed work and use for compliance with Union Gap's zoning ordinances, Union Gap Municipal Code Title 17, as it now exists or are hereafter amended. Compliance with applicable zoning requirements shall be a condition precedent to the issuance of any permit under this title. General building permits issued under the provisions of the Uniform Building Code adopted by reference in this title shall incorporate appropriate references to zoning requirements and shall, once issued, serve as compliance with the applicable provisions of Union Gap Municipal Code Title 17.
- (b) Pursuant to RCW 19.27.090, certain zoning requirements, building setbacks, side and rear yard requirements, site development standards, property line requirements, subdivision requirements and general land requirements are contained and reserved in other enacted ordinances and policy documents of the city of Union Gap. Enactment of this title does not abrogate those requirements. In case of direct conflict between the provisions of this title and such other ordinances, the most restrictive shall apply. Provided, in cases where the Deputy Director of Public Works & Community Development or Designee of the Director of Public Works and Community Development of the city of Union Gap believes that application of any provision of the uniform codes adopted by reference in this title interferes, directly or indirectly, with a land use policy as set forth by the adopted ordinance or policy document, he may refer such conflict to the city council for formal determination of specific priority, which shall thereafter govern. Such determinations shall be adopted by resolution and kept on file with the building official for public reference. Such determinations shall be made at an open public meeting. The Union Gap city council may also initiate a determination under this section by its own motion.

**UNION GAP MUNICIPAL CODE Sections 14.28.090, 14.50.020, and 14.50.030, is hereby amended to read as follows:**

**14.28.090 - Designation of the administrator.**

The Deputy Director of Public Works & Community Development or Director of Public Works and Community Development designee is authorized and appointed as the administrator

to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions.

**14.50.020 - Authority.**

- (a) The Deputy Director of Public Works & Community Development, or Director of Public Works and Community Development designee shall administer UGMC Chapter 14.50. The director's authority includes the establishment of regulations and procedures, approval of permits and exceptions, inspection of work, and enforcement and implementation of measures necessary to carry out the intent of UGMC Chapter 14.50.

**14.50.030 - Definitions.**

"Director" means the Deputy Director of Public Works & Community Development or Director of Public Works and Community Development designee.

**UNION GAP MUNICIPAL CODE Section 16.08.020, is hereby amended to read as follows:**

**16.08.020 - Administrator.**

"Administrator" means the Deputy Director of Public Works & Community Development or Director of Public Works & Community Development designee.

**UNION GAP MUNICIPAL CODE Section 17.02.020 and 07.08.125, is hereby amended to read as follows:**

**17.02.020 - Definitions.**

"Administrative official" means the duly appointed Deputy Director of Public Works & Community Development of the city of Union Gap or Director of Public Works and Community Development Designee.

**17.08.125 - Permitted off-premises signs.**

- (a) Purpose. It is the desire of the City of Union Gap to stimulate tourism and trade within the City of Union Gap. The City of Union Gap recognizes that some businesses, venues, and attractions within the city not only generate income but that they are also considered tourism destinations. It is, therefore, the desire of the city to make off-premises signs available to such tourism destinations for visibility and directional purposes to further promote and stimulate that tourism subject to conditions set for the in this section.
- (b) Conditions for Permitted Off-Premises Signs.
  - (1) An applicant for a permitted off-premises sign must demonstrate that the proposed sign is associated with a bona fide tourism destination to the satisfaction of the Deputy Director of Public Works & Community Development or Director of Public Works & Community Development Designee.
  - (2) To the extent possible, the proposed permitted off-premises signs should be co-located within areas used for city signage, other signs of a directional nature, or signs promoting tourism sites, destinations, and attractions.
  - (3) If the applicant for the permitted off-premises sign wishes to obtain additional visibility by placing the proposed sign on city rights of way, city facilities, or other city-owned

features, the applicant must provide the city with adequate consideration for the use/occupation of the city facilities. The city must be satisfied that it is receiving adequate consideration in return for the use of its rights of way, facilities, or features for signage. Consideration for such usage can be established where the city is receiving a benefit, to include, but is not limited to, benefits such as city name recognition or the installation of special features to enhance or beautify the city, in conjunction with anticipated increase in sales tax revenues due to tourism activity to be generated.

- (4) The proposed permitted off-premises sign must meet all other applicable development standards established under this chapter. Provided, however, that the city's Deputy Director of Public Works & Community Development or Director of Public Works & Community Development designee may deviate from the standards set forth in this chapter to address special or unique circumstances that may arise when considering permitted off-premises signs. Given the nature and purpose of such signs, there may be issues relating to visibility or other factors that should not be strictly applied, so long as any authorized deviations are not considered, in the discretion of the Deputy Director of Public Works & Community Development or Director of Public Works & Community Development designee., to be deleterious to the health, safety, and welfare of the public.

**Effective date.** This ordinance shall be in full force and effect five days after publication.

**ORDAINED** this 14th day of December 2015.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

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

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



## City Council Communication

**Meeting Date:** December 14, 2015

**From:** Gregory Cobb, Chief of Police

**Topic / Issue:** Resolution - Traffic Safety MOU

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**SYNOPSIS:** The Washington Traffic Safety Commission has authorized funding to the Police Department for overtime reimbursement in the amount of \$13,494.00 related to high visibility enforcement patrols.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign an MOU with the Washington Traffic Safety Commission for overtime reimbursement.

**LEGAL REVIEW:** The City Attorney has reviewed this resolution and MOU.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** The Police Department has a long running partnership with the Washington State Traffic Safety Commission. This is a renewal of the 2014 / 2015 agreement.

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:** 1. Resolution  
2. MOU

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

**A RESOLUTION** authorizing the City Manager to sign an MOU with the Washington Traffic Safety Commission for overtime reimbursement relating to high visibility enforcement patrols.

**WHEREAS**, The Washington Traffic Safety Commission provides funding to conduct multijurisdictional, high visibility enforcement patrols;

**WHEREAS**, it is necessary to sign an MOU with the Washington Traffic Safety Commission to be eligible for these funds;

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

The City Manager is authorized to sign an MOU with the Washington Traffic Safety Commission for overtime reimbursement relating to high visibility enforcement patrols.

**PASSED this 14th day of December, 2015.**

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**INTERAGENCY AGREEMENT  
BETWEEN  
UNION GAP POLICE DEPARTMENT &  
WASHINGTON TRAFFIC SAFETY COMMISSION**

**THIS AGREEMENT** is made and entered into by and between the Union Gap Police Department, hereinafter referred to as "AGENCY," and the Washington Traffic Safety Commission, hereinafter referred to as "WTSC."

**THE PURPOSE OF THIS AGREEMENT** is to provide funding for the Klickitat County Sheriff's Office to conduct multijurisdictional, high visibility enforcement (HVE) traffic safety emphasis patrols (as outlined in Exhibit A), in support of Target Zero priorities. **The Target Zero Manager (TZM) and/or Law Enforcement Liaison (LEL) assigned to the AGENCY's county shall coordinate the Scope of Work as outlined below** with the goal of reducing traffic related deaths and serious injuries.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

The AGENCY shall conduct specific HVE patrols as described in the Statement of Work attached as Exhibit A and as coordinated by the local TZM and/or LEL.

**PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence on October 1, 2015 and remain in effect until September 30, 2016 unless terminated sooner, as provided herein.

**COMPENSATION AND CONDITIONS**

Compensation for the 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 Statement of Work will not exceed \$13,094.00 (THIRTEEN THOUSAND NINETY FOUR DOLLARS). Funds break down into the following enforcement overtime categories:

Statewide Impaired Driving Patrols: \$ 1,000.00  
Grant Award # MAP-21 Section 405d; CFDA # 20.616

Statewide Seat Belt Patrols: \$ 494.00  
Grant Award # MAP-21 Section 405b; CFDA # 20.616

Statewide Distracted Driving Patrols: \$ 1000.00  
Grant Award # Section 402; CFDA # 20.600

Flex Funding: \$ 1,000.00  
(Local DUI, Speed, Distracted, and Seat Belt Patrols)  
Grant Award # Section 402; CFDA # 20.600  
Grant Award # MAP-21 Section 405d; CFDA # 20.616

Target Zero Teams (DUI): \$ 10,000.00  
Grant Award # MAP-21 Section 405d; CFDA # 20.616

**These funds shall not be commingled and are only to be utilized for the specified emphasis area.**

**SWV 001320800 (Agency) Statewide Vendor Number**

## **PARTICIPATION REQUIREMENTS AND CONDITIONS:**

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document, will be followed. Exceptions to these protocols may only be provided by the WTSC Program Manager.

### **Standardized Field Sobriety Testing (SFST) Training Requirement**

The AGENCY certifies that all officers participating in traffic safety emphasis patrols are SFST trained. To meet this 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.

**SHIFT LENGTH:** The AGENCY will not schedule individual officer overtime shifts for longer than eight hours. (WTSC understands there may be instances when more than eight hours are billed because of DUI processing, etc.)

**RESERVE OFFICERS:** The AGENCY certifies that any reserve officer for whom reimbursement is claimed has exceeded his/her normal monthly working hours when participating in this emphasis patrol and is authorized to be paid the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 1.5 overtime rate.

**DISPATCH:** WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TZM.

**ALLOWABLE COSTS:** The AGENCY will provide commissioned law enforcement with appropriate equipment (vehicle, radar, PBTs etc.) to participate in the emphasis patrols. WTSC will reimburse for overtime at 1.5 times officer's normal rate plus AGENCY's contributions to employee benefits including FICA, Medicare, Worker's Compensation and unemployment. The total cost of salary and benefits shall not be exceeded in any one funding category and funds may not be commingled between campaign areas.

## **PERFORMANCE STANDARDS**

Participating law enforcement officers are required to make a minimum of 3 self-initiated contacts per hour of enforcement. Some violator contacts may result in related, time-consuming activity. This activity is reimbursable. Other activities, such as collision investigation or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

## **BILLING PROCEDURE**

The AGENCY shall submit invoices for reimbursement with supporting documentation to WTSC monthly. All invoices for reimbursement shall be submitted using the A-19 attached as Exhibit C or its pre-approved equivalent. Payment to the AGENCY for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of the invoice. 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, **must be received by WTSC no later than July 31**. All invoices for goods or services performed on or prior to September 30, **must be received by WTSC no later than November 15**.

Claims for reimbursement must include:

a. Invoice Voucher (A19 Form).

- 1) Agency identified as the "Claimant"
- 2) Statewide Vendor Number
- 3) Federal Tax ID #
- 4) Original signature of the agency head, command officer or contracting officer, and
- 5) Other information denoted by arrows on the form.

b. Payroll support documents (WTSC Proof Of Overtime Form, signed overtime slips, or other agreed upon payroll documentation.)

c. Emphasis Patrol Activity Logs showing 3 or more self-initiated contacts per hour.

The Invoice Voucher (A19 Form), payroll supporting documents, and Emphasis Patrol Activity Logs shall be submitted to the appropriate TZM or LEL for review and approval. The TZM will forward these documents to WTSC for processing and payment.

#### **OVERTIME REPORTING**

The AGENCY agrees to have all personnel who work HVE patrols complete officer Emphasis Patrol Activity Logs and submit to the local TZM or LEL within 48 hours of the end of all shifts worked. These same logs will also be part of the required back-up attached to reimbursement requests as outlined above (detailed above.)

#### **ADVANCE PAYMENTS PROHIBITED**

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

#### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Upon agreement by the AGENCY and the local TZM, allocation categories may be increased or decreased without amending this agreement PROVIDED THAT the increase in the allocation does not exceed 50% of the original agreed amount for the specific category. Any increase in allocation exceeding 50% will require an amendment to this document.

### **STATE AND FEDERAL TERMS AND CONDITIONS**

#### **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.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the party, which consent shall not be unreasonably withheld. The AGENCY shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the Statement of Work outlined in Exhibit A. All third-party awards must allow for the greatest practical competition in accordance with applicable procurement rules and procedures.

## **ATTORNEYS' FEES**

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

## **BUY AMERICA ACT**

The AGENCY will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases 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. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

## **CONFIDENTIALITY / SAFEGUARDING OF INFORMATION**

The AGENCY 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 contract, except with prior written consent of the WTSC, or as may be required by law.

## **COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of OMB 2 CFR Part 225 and 49 CFR Part 18 for state and local agencies, OMB Circulars A-21 and A-110 for educational institutions, and OMB Circular A-122 for nonprofit entities. The AGENCY shall not utilize Federal grant funds to replace routine and/or existing State or local expenditures; or utilize Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

## **COVENANT AGAINST CONTINGENT FEES**

The AGENCY warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the AGENCY for the purpose of securing business. The WTSC shall have the right, in the event of breach of this clause by the AGENCY, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## **DEBARMENT AND SUSPENSION**

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the AGENCY (hereinafter in this section referred to as "prospective lower tier participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective 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.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, 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 the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "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. (See below)

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.

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.

9. Except for transactions authorized under paragraph 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, 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.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **DRUG-FREE WORKPLACE**

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the AGENCY shall 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 provision. The AGENCY shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such incident. The AGENCY shall notify WTSC within ten days after such notification by an employee engaged in the performance of the grant. Within 30 days, the AGENCY will take appropriate personnel action against such employee, up to and including termination, and require the 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.

## **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the AGENCY shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity if:

- (i) the entity in the preceding fiscal year received—
  - I. 80 percent or more of its annual gross revenues in Federal awards;
  - II. \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) 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;

## **FEDERAL LOBBYING**

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

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

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.

### **GOVERNANCE**

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.

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:

- a. Applicable state and federal statutes and rules;
- b. Terms and Conditions of this agreement;
- c. Any Amendment executed under this Contract;
- d. Any Statement of Work executed under this Contract; and
- e. Any other provisions of the agreement, including materials incorporated by reference.

### **INCOME**

Income earned by the AGENCY with respect to the conduct of the Statement of Work (e.g. sale of publications, registration fees, service charges) must be accounted for and income applied to project purposes or used to reduce project costs.

### **INDEMNIFICATION**

To the fullest extent permitted by law, the AGENCY shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. The AGENCY's obligation to indemnify, defend, and hold harmless includes any claim by the AGENCY's agents, employees, representatives, or any subAGENCY or its employees

The AGENCY expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to AGENCY's or any subAGENCY's performance or failure to perform the Contract. The AGENCY's obligation to indemnify, defend, and hold harmless the state shall not be eliminated or reduced by any actual or alleged concurrent negligence of state or its agents, agencies, employees and officials.

The AGENCY waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

### **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.

### **LICENSING, ACCREDITATION AND REGISTRATION**

The AGENCY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

The CONTRACTOR will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;

- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
- (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
- (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the WTSC. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

#### **POLITICAL ACTIVITY (HATCH ACT)**

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

#### **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, 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 and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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 it 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.

#### **RIGHT OF INSPECTION**

The AGENCY 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 contract.

The AGENCY 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 AGENCY shall upon request make available to the WTS and the U.S. Secretary of the Department of Health & 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 contract.

### **RIGHTS IN DATA**

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WTSC and the State Of Washington. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the AGENCY hereby irrevocably assigns all right, title, and interest in data, including all intellectual property rights, to the WTSC effective from the moment of creation. Data shall include, but not be limited to data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

The AGENCY 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 the National Highway Traffic Safety Administration (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.

### **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 contract and prior to normal completion, the WTSC may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the WTSC's discretion under those new funding limitations and conditions.

### **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.

### **STATE LOBBYING**

None of the funds under this program 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.

### **TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the AGENCY or its staff shall be the sole responsibility of the AGENCY.

### **TERMINATION**

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **TERMINATION FOR CAUSE**

If, for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure of violation is not corrected, this Interagency Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, the WTSC may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. If this contract is so terminated, the WTSC shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

### **TREATMENT OF ASSETS**

1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the AGENCY, for the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the WTSC upon delivery of such property by the AGENCY. Title to other property, the cost of which is reimbursable to the AGENCY under this contract, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.
2. Any property of the WTSC furnished to the AGENCY shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this contract.
3. The AGENCY shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the AGENCY or which results from the failure on the part of the AGENCY to maintain and administer that property in accordance with sound management practices.
4. If any WTSC property is lost, destroyed or damaged, the AGENCY shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
5. The AGENCY shall surrender to the WTSC all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the AGENCY under this clause shall also include AGENCY 's employees, agents or Sub-AGENCIES.

### **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 unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**DESIGNATED CONTACT**

The following named individuals will serve as designated contacts for each of the parties, for all communications and billings regarding the performance of this Agreement:

<b>The Contact for the AGENCY is:</b>	<b>The Contact for WTSC is:</b>
Greg Cobb Chief 1800 Rainer Place Union Gap, WA 98903 509.248-0430 gregory.cobb@yakimawa.gov	Angie Ward Program Manager PO Box 40944 Olympia, WA 98501-0944 (360) 725 9888 award@wtsc.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

**UNION GAP POLICE DEPARTMENT**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_ *Title* \_\_\_\_\_ *Date*

**WASHINGTON TRAFFIC SAFETY COMMISSION**

\_\_\_\_\_  
*Signature*

**Chris Madill**  
\_\_\_\_\_  
*Printed Name*

**Deputy Director**  
\_\_\_\_\_ *Title* \_\_\_\_\_ *Date*

# Exhibit A

## STATEMENT OF WORK

1. **GOAL:** To reduce traffic related deaths and serious injuries through aggressive impaired driving, occupant protection, speeding, and distracted driving multijurisdictional HVE patrols.
2. **SCOPE OF WORK:**

### **Impaired Driving:**

Agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following dates:

**Holiday DUI Patrols;** November 25, 2015 – January 1, 2016  
**Drive Sober or Get Pulled Over Labor Day DUI Crackdown;**  
August 19 – September 5, 2016.

These 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 statewide mobilization patrols shall begin after 4:00 p.m. and will occur Friday-Sunday.

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the DUI patrols.

Funds permitting, the local Task Force may coordinate local HVE DUI patrols during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

### **Seat Belts:**

Agency will engage in multijurisdictional HVE seat belt-focused patrols on some or all of the following dates as part of the national effort:

**Click it or Ticket -** May 23 – June 5, 2016

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. Ideally, these patrols will not begin before 4:00 pm.

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the seat belt patrols.

Funds permitting, the local Task Force may coordinate local HVE seatbelt patrols during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

### **Distracted Driving**

Agency may engage in multijurisdictional HVE distracted driving focused patrols, as part of the national effort, for all or part the following dates:

**U Drive. U Text. U Pay.** – April 1 – 14, 2016

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 distracted driving violations.

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the distracted driving patrols.

Funds permitting, the local Task Force may coordinate local HVE distracted driving patrols during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

### **Local Speeding Patrols**

Funds permitting, the local Task Force may coordinate local HVE patrols focused on speeding drivers during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

### **CONDITIONS:**

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document will be followed. These protocols are incorporated in their entirety to this document by reference. Exceptions to these protocols may only be provided by the WTSC Program Manager.

### **Standardized Field Sobriety Testing (SFST) Training Requirement**

Agency certifies that all officers participating in these patrols are SFST trained. To meet this 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.

**Media Contacts:**

All of these patrols are conducted as part of a highly publicized, statewide effort. As such, publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. Therefore, Agency must provide the names of at least two agency officers who can be available for media requests and questions.

**\*At least one of the individuals listed below must be available for weekend media contacts, beginning at noon on Fridays before mobilizations:**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Office Phone & e-mail

\_\_\_\_\_  
Office Phone & e-mail

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Cell Phone

Available weekends per above?\*     Available weekends per above?\*

Please return this signed Agreement No later than October 23, 2015 to your Target Zero Manager:

**Camille Becker - 200 S. 3<sup>rd</sup> Street Yakima, WA 98901**  
**camille.becker@yakimawa.gov 509.406.0629**

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**Target Zero Manager will forward this signed document to:**

Angie Ward, WTSC  
621 – 8<sup>th</sup> Avenue SW, Suite 409  
PO Box 40944  
Olympia, WA 98504-0944  
360.725.9888

## **Exhibit B**

### **Multijurisdictional High-Visibility Enforcement Protocols**

#### **Purpose**

This protocol is intended to guide Target Zero Managers, Law Enforcement Liaisons, and law enforcement agencies in coordinating multijurisdictional high visibility enforcement (HVE) mobilizations to address impaired driving, distracted driving, speeding, and seat belt use. These mobilizations are funded by federal highway safety grants.

#### **Goal**

The goal of multijurisdictional high-visibility campaigns is to reduce fatal and serious injury collisions through the coordination of:

- Publicity addressing increased enforcement, and
- Increased contacts and arrests of violators.

#### **Method**

Funding from the Washington Traffic Safety Commission (WTSC) will support multijurisdictional HVE patrol activities to increase the number of officers working on impaired driving, distracted driving, speeding, and occupant protection enforcement. Public education and media will be coordinated by the Target Zero Manager and Law Enforcement Liaison. The law enforcement activity will support the media effort by demonstrating to the public that the media messages are true; i.e., that “extra enforcement patrols (with a particular focus) are going on now” so that the public takes the media messages seriously.

The media work will support the police effort by encouraging voluntary compliance with the law. The objective of multijurisdictional HVE patrol activities is to change driver behavior by raising the awareness of increased enforcement.

#### Definitions:

- HVE is enforcement of the law in conjunction with publicity that draws the attention of the public to the enforcement activity.
- Multijurisdictional enforcement is defined as a minimum of three law enforcement agencies (LEA's) or patrol units participating at a designated date and time, enforcing a specific activity, in a location determined by the local Target Zero Task Force.

## **Responsibilities**

### **WTSC:**

- Provide funding.
- Provide state/local traffic fatality and serious injury data.
- Coordinate paid media at the state level for statewide and local mobilizations (when possible).
- Lead news media efforts for:
  - Holiday DUI
  - Click It or Ticket
  - U Drive. U Text. U Pay.
  - Drive Sober or Get Pulled Over
- Summarize statewide enforcement activity.
- Report results to the National Highway Traffic Safety Administration.

### **Target Zero Manager and Law Enforcement Liaison:**

- Lead the development of Multijurisdictional High Visibility Enforcement Mobilization Plans.
- Submit local patrol plans for local DUI, seat belt, speeding, and distracted mobilizations to the WTSC on quarterly basis:

Plans Due:	For local patrols planned from:
August 31, 2015	October 1 – December 31, 2015
October 31, 2015	January – March, 2016
January 30, 2016	April – June, 2016
April 30, 2016	July – September, 2016

\*One yearly plan for local mobilizations may be submitted in lieu of four quarterly plans.

- Coordinate mobilization briefings.
- Lead news media and community outreach efforts for local mobilizations.
- Review and approve all MOUs, invoices, and other documentation before submission to WTSC. This includes follow-up on incomplete invoicing paperwork and Emphasis Patrol Activity Logs with unexplained low contacts.
- Submit statewide mobilization enforcement total sheet (by county) to WTSC within 72 hours of mobilization end date (hvetotals@wtsc.wa.gov)
- Submit local mobilization enforcement total sheet (by agency and task force) to WTSC within two weeks of patrol end date (hvetotals@wtsc.wa.gov)

**Law Enforcement Agencies:**

- Send a representative to local task force meetings to plan mobilization locations and exact dates.
- Ensure availability of agency media contact, noted on page 3 of this agreement, prior to and during all mobilization dates.
- Provide commissioned police officer(s) (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) to participate in multijurisdictional HVE patrols.
- Ensure that officers assigned to the multijurisdictional HVE campaigns are qualified to enforce the impaired driving laws as outlined on page 2, section 3 of this agreement.
- Require all officers participating in multijurisdictional HVE patrols to attend mobilization briefings.
- Ensure officers working the overtime conduct **a minimum of three (3) self-initiated contacts per hour.**

This is an enforcement activity that is intended to apprehend violators. It is expected that a Notice of Infraction/Citation (NOI/C) will be issued at contact unless circumstances dictate otherwise. It is understood that violator contacts may result in related, time-consuming activity. Such activity will be considered for reimbursement.

***Activity other than that initiated through HVE patrol contact (investigating collisions, emergency responses, etc.) will be the responsibility of the contracting agency and will not be reimbursed.***

- Require officers to complete and submit multijurisdictional HVE patrol productivity on WTSC Emphasis Patrol Activity Log.

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**Agency Initial** **DATE**

---

**TZM Initial** **DATE**



## City Council Communication

**Meeting Date:** December 14, 2015

**From:** Gregory Cobb, Chief of Police

**Topic / Issue:** Crisis Response Unit (CRU)

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**SYNOPSIS:** This MOU is a renewal of the 2012 agreement with updated language.

**RECOMMENDATION:** Authorize City Manager to sign the Inter-local agreement with The City of Yakima reference the Crisis Response Unit.

**LEGAL REVIEW:** City Attorney has reviewed the MOU

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** The Union Gap Police Department has partnered with the Yakima Police Department and has been a member of the Crisis Response Unit (CRU) since 2012. CRU encompasses the SWAT team and Crisis Negotiations Team. This unit provides emergency response to critical incidents in both communities.

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:**

1. Resolution
2. Interlocal Agreement

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

**A RESOLUTION** authorizing the City Manager to sign an Interlocal Agreement for Law Enforcement Mutual Aid between the Union Gap Police Department and the Yakima Police Department regarding a Critical Response Unit

**WHEREAS**, law enforcement agencies have the responsibility of protecting lives and property and keeping the peace;

**WHEREAS**, it is necessary and desirable that a cooperative agreement be executed between the City of Union Gap Police Department and Yakima Police Department for the purpose of forming and maintaining a Critical Response Unit (CRU) that incorporates both a Special Weapons and Tactics (SWAT) team and Crisis Negotiations Team (CNT) comprised of commissioned officers from both agencies which is capable of responding to incidents of a high risk nature;

**WHEREAS**, multi agency participation in this agreement is possible by Chapter 10.93 RCW (Mutual Aid Peace Officer Powers Act) and Chapter 39.34 the (Interlocal Cooperation Act.);

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

The City Manager is authorized to sign an Interlocal Agreement for Law Enforcement Mutual Aid between the Union Gap Police Department and the Yakima Police Department regarding a Critical Response Unit.

**PASSED this 14th day of December, 2015.**

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT  
MUTUAL AID BETWEEN  
THE YAKIMA POLICE DEPARTMENT and  
THE UNION GAP POLICE DEPARTMENT**

**WHEREAS**, law enforcement agencies have the responsibility of protecting lives and property and keeping the peace; and

**WHEREAS**, it is necessary and desirable that a cooperative agreement be executed for the purpose of forming and maintaining a Critical Response Unit ("CRU") that incorporates both a Special Weapons and Tactics ("SWAT") team and Crisis Negotiations Team ("CNT") comprised of commissioned officers from both agreeing agencies which is capable of responding to incidents of a high risk nature; and

**WHEREAS**, multi-agency participation in this agreement is possible by Chapter 10.93 RCW (Mutual Aid Peace Officers Powers Act) and Chapter 39.34 RCW (Interlocal Cooperation Act).

**NOW THEREFORE**, it is mutually agreed as follows;

**1. PARTICIPATING AGENCIES**

The agencies that have agreed to participate in this Memorandum of Understanding ("MOU") are the Union Gap Police Department and the Yakima Police Department (referred to herein as this "Agreement").

**2. DURATION AND TERMINATION**

This Agreement shall become effective on the date it is executed by both signing parties and is intended to be indefinite. Any agency may terminate their participation in this Agreement without cause, by providing no less than thirty (30) days written notice to all parties signing this document, PROVIDED that any obligation or liability arising directly or indirectly for an occurrence prior to the date sought for such termination shall not be excused.

**3. PURPOSE**

The primary purpose of the CRU team is to provide specialized support in handling critical field operations where special tactical deployment methods beyond the capacity of field officers appear to be necessary. Such operations include but are not limited to hostage taking, barricaded suspects, snipers, execution of high-risk search warrants, terrorist acts and other high-risk incidents.

**4. PERSONNEL AND SUPERVISION**

Each participating agency shall bear the financial responsibility for its own employees including but not limited to salary, benefits, and workers' compensation insurance in accordance with each agency's policies.

Day to day operations of the CRU team will be supervised by a member(s) of the Yakima Police Department designated as the CRU Team Commander, and Team Leaders as necessary.

Selection of Union Gap personnel assigned to the CRU team will be the responsibility of the Union Gap Chief of Police in consultation with the Team Commander. Personnel assigned to CRU must meet minimum qualifications and maintain team standards as outlined in the CRU policies.

The selections process will include but not be limited to an oral board, physical agility test, and a SWAT basic handgun and rifle qualification course.

Once assigned to the CRU team, each member will be required to maintain a passing score on the physical fitness evaluation and the firearms qualification no less than twice yearly. They must also meet training attendance standards as per the Standard Operating Procedures of the CRU team.

Personnel and agency specific matters that arise from conduct other than when deployed or assigned to the CRU are to be handled through the officer's respective department per its policy and procedure protocol. Any conflict in department/CRU policies must be immediately presented to the CRU commander and the officer's supervisor.

#### **5. PROPERTY AND EQUIPMENT**

No transfer of any property between the parties or to any third party is provided for by this Agreement. No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

Each agency will furnish required firearms, ammunition, duty belt, holster accessories, ballistic vests, chemical mask and carrier, and portable radio equipment capable of transmitting and receiving messages on its local and State Police Radio Network. Each agency is responsible to provide the member with the appropriate uniform (as designated by the CRU Commander) that identifies the officer as a member of law enforcement, as well as weather resistant garments as designated by the Team Leader.

Each team member has the responsibility for appropriate security, care and use of CRU team equipment and should seek approval from a Team leader prior to the use of CRU assigned equipment.

#### **6. RECORDS AND REPORTS**

CRU activation reports and incident reports will be maintained by the Yakima Police Department under the control of the Team Commander.

#### **7. USE OF WEAPONS/FIREARMS**

Team members will follow the Standard Operating Procedures and guidelines for the SWAT team in the use of firearms. No automatic weapons will be deployed without consent of the Team Commander or designee except in exigent circumstances.

All weapons and equipment used by the members shall be approved by the CRU Commander, including any modifications, additions or attachments. Repair, maintenance and replacement are the responsibility of the owner agency of the weapon and/or related equipment.

**8. NOTICES**

Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties at their respective addresses as follows:

To the City of Yakima:                      Chief of Police  
                                                            Yakima Police Department  
                                                            200 South Third Street  
                                                            Yakima, WA 98901

To the City of Union Gap:                      Chief of Police  
                                                            Union Gap Police Department  
                                                            1800 Rainier Place  
                                                            Union Gap, WA 98903

or to such other addresses the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid. Such notices shall be deemed effective three (3) business days, excluding holidays, after mailing or immediately upon being hand delivered to the address specified above.

**9. LIABILITY AND INDEMNIFICATION**

Each party hereto shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers to the fullest extent required by law, and shall save, indemnify, defend and hold harmless all other parties from such liability. In the case of negligence of more than one party to this Agreement, any damages shall be in proportion to the percentage of negligence attributed to each party, and each party shall have the right to contribution from the other party in proportion to the percentage of negligence attributed to the other party. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party. The provisions of this section shall survive the termination or expiration of this Agreement.

**10. MISCELLANEOUS**

Any provision of this Agreement that imposes an obligation that continues after termination or expiration of this Agreement shall survive the term or expiration of the Agreement and shall be binding on the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in Yakima County, Washington.

**11. FILING**

Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Yakima County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding.

**YAKIMA POLICE DEPARTMENT**

**UNION GAP POLICE DEPARTMENT**

\_\_\_\_\_  
Dominic Rizzi, Chief of Police

\_\_\_\_\_  
Rod Otterness, City Manager

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

\_\_\_\_\_  
Greg Cobb, Chief of Police

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

Attest: \_\_\_\_\_  
Sonya Claar Tee, City Clerk

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

City Contract No. \_\_\_\_\_

City Resolution No. \_\_\_\_\_



## City Council Communication

**Meeting Date:** December 14, 2015  
**From:** Rod Otterness, City Manager  
**Topic/Issue:** Resolution – 2016 fees for Indigent Defense Contracts

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**SYNOPSIS:** The city has an obligation to provide public defense services for indigent defendants in municipal court. Public defense services are currently provided through contracts with attorneys Bryan Gillihan, Barry Woodard, Robert Northcott, Pat True, and William Schuler. The city must provide adequate compensation to ensure retention of existing attorneys and the ability to recruit other attorneys as may be needed to meet future needs.

**RECOMMENDATION:** Approve a resolution authorizing an increase in compensation for indigent defense services effective January 1, 2016.

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

**FINANCIAL REVIEW:** Funds have been budgeted for indigent defense.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

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

A **RESOLUTION** setting the 2016 fee schedule for contracts for indigent defense services.

**WHEREAS**, the City has contracts with attorneys Bryan Gillihan, Barry Woodard, Robert Northcott, Pat True, and William Schuler to provide indigent defense services;

**WHEREAS**, the City wishes to set 2016 fee schedules for contracts for indigent defense services;

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

The 2016 fee schedule for indigent defense services is hereby set for indigent defense services contracts with Bryan Gillihan, Barry Woodard, Robert Northcott, Pat True, and William Schuler consistent with the fee schedule attached hereto.

**PASSED** this 14<sup>th</sup> day of December, 2015.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

Union Gap Municipal Court  
Public Defense Contract 2016 Fee Schedule  
Effective January 1, 2016

Standard Case	\$185
Failure to Comply (violation of probation)	\$145
Domestic Violence	\$100/hour*
Driving While Intoxicated	\$100/hour*

\*For budget reasons attorneys shall contact the City Manager in cases where time expended is reasonably expected to exceed 10 hours.



## City Council Communication

**Meeting Date:** December 14, 2015  
**From:** Rod Otterness, City Manager  
**Topic/Issue:** December 28, 2015 Council Meeting Cancellation - Discussion

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**SYNOPSIS:** The Council often cancels the second Council Meeting in December due to the holidays.

**RECOMMENDATION:** Discuss whether Council wishes to cancel the second Council meeting on December 28th.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A

# CONSENT AGENDA

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
**Union Gap, Washington**  
**November 23, 2015 Regular Meeting**  
**MINUTES**

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

Council Members Present Council Members Lenz, Carney, Olson, Butler, Murr, and Matson (arrived late) were present.

Staff Present City Attorney Brown, City Manager Otterness, Finance and Administration Director Clifton, Payroll/Accounts Payable Tech. Bisconer, Public Works/Community Development Director Henne, Deputy Public Works/Community Development Director Spurlock and Police Chief Cobb were present.

Motion to excuse Motion by Council Member Carney, second by Council Member Murr to excuse Council Member Matson who was delayed in arriving. Motion carried unanimously.

Audience Present See list.

Pledge of Allegiance Mayor Wentz led the Pledge of Allegiance.

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

Approve Regular Council Meeting Minutes dated November 9, 2015 as attached to the agenda and maintained in electronic format.

Approve EFT's, and Claim Voucher Nos. 10301 and 91293 through 91373 in the amount of \$297,053.93 dated November 23, 2015.

Approve Petty Cash Voucher No. 1844 issued in the month of October in the amount of \$20.00.

Approve Advance Travel Voucher Nos. 1243 through 1246 issued in the month of October in the amount of \$1,100.64.

Motion carried unanimously.

Items from the Audience None.

General Items

Public Works/Community

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – November 23, 2015*

Development

Resolution No. 15-66 –  
Updated Master Interlocal  
Agreement for Growth  
Management

Motion by Council Member Carney, second by Council Member Murr to approve Resolution No. 15-66 authorizing the City Manager to sign the Master Interlocal Agreement for Growth Management Act Implementation in Yakima County. Motion carried unanimously.

Council Member Matson arrived.

Resolution No. 15-67 –  
HLA Task Order –  
Fullbright Park Entrance  
Road Realignment

Public Works/Community Development Director Henne introduced Jeff Louman of Huibregtse, Louman Associates Inc. who gave a brief description of the Fullbright Park Entrance project and introduced Ted Pooler who is also working on the project. Motion by Council Member Butler, second by Council Member Olson to approve Resolution No. 15-67 authorizing the City Manager to sign Task Order No. 2015-04 with Huibregtse, Louman Associates, Inc. related to the Fullbright Park Entrance Road Realignment with the understanding that only Phase 1 is approved for funding at this time. Motion carried unanimously.

Resolution No. 15-68 – WA  
State Dept. of Ecology  
Agreement – Biennial  
Stormwater Capacity Grant

Motion by Council Member Olson, second by Council Member Carney to approve Resolution No. 15-68 authorizing the City Manager to sign Agreement WQSWCAP-1517-UniGap 00022 with the State Department of Ecology for the 2015-2017 Biennial Stormwater Capacity Grant. Motion carried unanimously.

Police Department

Resolution No. 15-69 –  
2016 Interlocal  
Correction/Detention  
Agreement – Yakima  
County

Motion by Council Member Butler, second by Council member Olson to approve Resolution No. 15-69 authorizing the City Manager to sign a 2016 Interlocal Correction/Detention agreement with Yakima County. Motion carried unanimously.

Resolution No. 15-70 –  
Surplus Vehicle – Crime  
Scene Vehicle

Motion by Council Member Butler, second by Council Member Lenz to approve Resolution No. 15-70 declaring the crime scene/command post vehicle surplus and authorize the Police Department to sell it in an authorized manner. Motion carried unanimously.

Finance & Administration

Ordinance No. 2884 – 2016  
Wage Increase for Non-  
Union employees

Motion by Council Member Carney, second by Council Member Lenz approving Ordinance No. 2884 authorizing 2016 wage increases for non-union employees comparable to union increases.

Ordinance No. 2885 – 2015  
Budget Amendment –

Motion by Council Member Lenz, second by Council Member Murr approving Ordinance No. 2885 amending the 2015 budget to create fund

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – November 23, 2015*

creating 405 Fund – Sewer Development Reserve Fund      number 405 – Sewer Improvement Reserve Fund, and changing the name of fund 404, known as the Water/Sewer Improvement Reserve Fund, to the Water Improvement Reserve Fund. Motion carried unanimously.

Items from the Audience      Julie Schilling stated that the Union Gap Lighted Christmas Parade is scheduled for December 13, 2015 and invited Council participation.

City Manager Report      City Manager Otterness stated that the city’s application for \$165,000 in RCO grant funding for improvements to soccer fields, access, parking and other items at the Ahtanum Youth Activities Park was approved. He reported that the city has a new website [www.uniongapvenues.com](http://www.uniongapvenues.com) featuring the Barn and Activities Building as venue rentals and stated that the city is promoting extended hours for transit service during the Christmas Shopping Season.

Communications/Questions /Comments      Council member Carney inquired about the process to select an architectural firm for the City Center project.

Development of next agenda      2016 Budget; architectural firm selection; municipal code amendments and annual meeting of the Union Gap Public Corporation.

Any Other Business      None.

Recess to Executive Session      At 6:59 p.m. the council recessed for 15 minutes to an executive session for Labor Negotiations pursuant to RCW 42.30.140(4)(a). The room cleared and the session began at 7:00. Mayor Wentz, Council Members, City Manager Otterness, Finance and Administration Director Clifton, Public Works/Community Development Director Henne, Police Chief Cobb and City Attorney Brown attended.

Adjournment of Meeting      At 7:15 Mayor Wentz reconvened and adjourned the November 23, 2015 Regular Council Meeting.

\_\_\_\_\_  
Rodney Otterness, City Manager

ATTEST:

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



## City Council Communication

**Meeting Date:** December 14, 2015  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Payroll Vouchers, November 30, 2015

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**SYNOPSIS:** Payroll Vouchers Dated November 30, 2015

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 41480 through 41489, and 91374 through 91385 in the amount of \$337,134.16.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Payroll Voucher Roster

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2015 To: 11/30/2015

Time: 16:21:37 Date: 11/24/2015

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6179	11/01/2015	Payroll	2	EFT	AMBER E RADKE	175.81	COMP CASH OUT
6614	11/30/2015	Payroll	2	EFT	TERRI L BERTELSEN	2,848.56	November Payroll
6615	11/30/2015	Payroll	2	EFT	LYNETTE BISCONER	3,561.51	November Payroll
6616	11/30/2015	Payroll	2	EFT	RYAN BONSEN	4,386.47	November Payroll
6618	11/30/2015	Payroll	2	EFT	CRAIG G BUNTING	4,411.41	November Payroll
6619	11/30/2015	Payroll	2	EFT	DAVID D BUTLER	540.43	November Payroll
6620	11/30/2015	Payroll	2	EFT	MARK CARNEY	552.90	November Payroll
6621	11/30/2015	Payroll	2	EFT	JASON G CAVANAUGH	2,924.33	November Payroll
6622	11/30/2015	Payroll	2	EFT	KAREN CLIFTON	4,285.94	November Payroll
6625	11/30/2015	Payroll	2	EFT	CHRIS DAHL	3,501.76	November Payroll
6626	11/30/2015	Payroll	2	EFT	ERICK MICHAEL DELP	4,049.11	November Payroll
6628	11/30/2015	Payroll	2	EFT	VICTORIA M GUTIERREZ	2,428.46	November Payroll
6629	11/30/2015	Payroll	2	EFT	DENNIS HENNE	4,565.84	November Payroll
6631	11/30/2015	Payroll	2	EFT	JARED S HUNT	2,934.76	November Payroll
6632	11/30/2015	Payroll	2	EFT	SHAWN R JAMES	3,603.34	November Payroll
6633	11/30/2015	Payroll	2	EFT	RUDY M JIMENEZ	2,836.33	November Payroll
6634	11/30/2015	Payroll	2	EFT	CHASE KELLOGG	5,096.99	November Payroll
6635	11/30/2015	Payroll	2	EFT	CHAD E LENZ	547.90	November Payroll
6636	11/30/2015	Payroll	2	EFT	ALBA L LEVESQUE	5,333.01	November Payroll
6637	11/30/2015	Payroll	2	EFT	JO LINDER	2,880.97	November Payroll
6638	11/30/2015	Payroll	2	EFT	TERESA LOPEZ	2,083.97	November Payroll
6639	11/30/2015	Payroll	2	EFT	DAVID W MATSON	552.90	November Payroll
6640	11/30/2015	Payroll	2	EFT	STACE J MCKINLEY	3,754.58	November Payroll
6641	11/30/2015	Payroll	2	EFT	ROBERT MCRAE	3,642.05	November Payroll
6642	11/30/2015	Payroll	2	EFT	CAROL ANN MONTGOMERY	1,791.45	November Payroll
6644	11/30/2015	Payroll	2	EFT	SERGIO E OCHOA	2,870.65	November Payroll
6646	11/30/2015	Payroll	2	EFT	RODNEY G OTTERNESS	5,658.20	November Payroll
6647	11/30/2015	Payroll	2	EFT	RONALD PHILLIPS	3,746.40	November Payroll
6648	11/30/2015	Payroll	2	EFT	AMBER E RADKE	2,545.71	November Payroll
6649	11/30/2015	Payroll	2	EFT	HECTOR A RIVERA	5,048.80	November Payroll
6651	11/30/2015	Payroll	2	EFT	CURTIS J SANTUCCI	4,865.91	November Payroll
6652	11/30/2015	Payroll	2	EFT	DAVID L SPURLOCK	5,143.85	November Payroll
6653	11/30/2015	Payroll	2	EFT	MICHAEL STILLWAUGH	4,502.62	November Payroll
6655	11/30/2015	Payroll	2	EFT	RAYMOND V SUAREZ	2,735.95	November Payroll
6656	11/30/2015	Payroll	2	EFT	PATRICK THOMPSON	4,958.52	November Payroll
6657	11/30/2015	Payroll	2	EFT	AMANDA L TOWLE	2,374.19	November Payroll
6658	11/30/2015	Payroll	2	EFT	ERIC B TURLEY	4,861.32	November Payroll
6660	11/30/2015	Payroll	2	EFT	JOSEPH VANICEK	4,719.40	November Payroll
6661	11/30/2015	Payroll	2	EFT	JESSE A WALRUFF	3,212.72	November Payroll
6662	11/30/2015	Payroll	2	EFT	GLORIA A WALTMAN	2,558.86	November Payroll
6663	11/30/2015	Payroll	2	EFT	LYDIA M WAREHIME	1,264.36	November Payroll
6664	11/30/2015	Payroll	2	EFT	TERRYL D WAY	5,634.29	November Payroll
6665	11/30/2015	Payroll	2	EFT	ROGER E WENTZ	512.10	November Payroll
6666	11/30/2015	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	67,850.42	LEOFF 1 RETIREE MEDICAL - 11/2015; Pay Cycle(s) 11/01/2015 To 11/30/2015 - Medical
6667	11/30/2015	Payroll	2	EFT	INTERNAL REVENUE SERVICE	61,397.38	941 Deposit for Pay Cycle(s) 11/01/2015 - 11/30/2015
6668	11/30/2015	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	146.00	Pay Cycle(s) 11/01/2015 To 11/30/2015 - WSDCS
6669	11/30/2015	Payroll	2	EFT	WA STATE DRS - DCP	330.00	Pay Cycle(s) 11/01/2015 To 11/30/2015 - DRS - DCP
6670	11/30/2015	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	13,221.64	Pay Cycle(s) 11/01/2015 To 11/30/2015 - LEOFF I; Pay Cycle(s) 11/01/2015 To 11/30/2015 - LEOFF II

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2015 To: 11/30/2015

Time: 16:21:37 Date: 11/24/2015

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6671	11/30/2015	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	20,979.93	Pay Cycle(s) 11/01/2015 To 11/30/2015 - PERS II; Pay Cycle(s) 11/01/2015 To 11/30/2015 - PERS III
6617	11/30/2015	Payroll	2	41480	JACOB BROWN	177.08	November Payroll
6623	11/30/2015	Payroll	2	41481	GREGORY COBB	5,243.11	November Payroll
6624	11/30/2015	Payroll	2	41482	JOSE CRUZ	68.66	November Payroll
6627	11/30/2015	Payroll	2	41483	DONALD DURKEE	3,296.26	November Payroll
6630	11/30/2015	Payroll	2	41484	ROBERT M HENNESSY	2,947.40	November Payroll
6643	11/30/2015	Payroll	2	41485	JAMES E MURR	544.43	November Payroll
6645	11/30/2015	Payroll	2	41486	DAN C OLSON	552.90	November Payroll
6650	11/30/2015	Payroll	2	41487	CHRISTOPHER JOHN ROMERO	28.25	November Payroll
6654	11/30/2015	Payroll	2	41488	MATTHEW W STRUNK	191.95	November Payroll
6659	11/30/2015	Payroll	2	41489	JENNY V VALLE	1,900.80	November Payroll
6672	11/30/2015	Payroll	2	91374	AFLAC	272.56	Pay Cycle(s) 11/01/2015 To 11/30/2015 - AFLAC; Pay Cycle(s) 11/01/2015 To 11/30/2015 - AFLAC Pre Tax
6673	11/30/2015	Payroll	2	91375	EMPLOYEE FUND	55.00	Pay Cycle(s) 11/01/2015 To 11/30/2015 - Employee Fund
6674	11/30/2015	Payroll	2	91376	ICMA RETIREMENT TRUST#302189	9,844.47	Pay Cycle(s) 11/01/2015 To 11/30/2015 - ICMA Retirement Trust
6675	11/30/2015	Payroll	2	91377	TEAMSTERS LOCAL 760	537.00	Pay Cycle(s) 11/01/2015 To 11/30/2015 - Teamsters Dues
6676	11/30/2015	Payroll	2	91378	UNION GAP POLICE OFFICERS ASSN	980.00	Pay Cycle(s) 11/01/2015 To 11/30/2015 - UGPOA Dues
6677	11/30/2015	Payroll	2	91379	UNITED WAY OF YAKIMA CNTY	30.00	Pay Cycle(s) 11/01/2015 To 11/30/2015 - United Way
6678	11/30/2015	Payroll	2	91380	USABLE LIFE	74.10	Pay Cycle(s) 11/01/2015 To 11/30/2015 - USABLE Life
6679	11/30/2015	Payroll	2	91381	WA STATE COUNCIL OF CNTY	493.00	Pay Cycle(s) 11/01/2015 To 11/30/2015 - AFCSME Dues
6680	11/30/2015	Payroll	2	91382	WA STATE COUNCIL OF	140.00	Pay Cycle(s) 11/01/2015 To 11/30/2015 - WSCOPO Dues
6681	11/30/2015	Payroll	2	91383	WESTERN STATES POLICE MEDICAL TRUST	800.10	Pay Cycle(s) 11/01/2015 To 11/30/2015 - WSPMT
6682	11/30/2015	Payroll	2	91384	WSCCCE TRUST	3,856.80	Pay Cycle(s) 11/01/2015 To 11/30/2015 - WSCCE
6683	11/30/2015	Payroll	2	91385	YAKIMA ADJUSTMENT SERVICE INC	670.29	Pay Cycle(s) 11/01/2015 To 11/30/2015 - GARN2
						262,122.24	
						26,181.38	
						2,039.22	
						18.72	
						19,683.42	
						468.67	
						26,620.51	
						337,134.16	Payroll: 337,134.16

**WARRANT/CHECK REGISTER**

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Trans Date	Type	Acct #	War #	Claimant	Amount	Memo
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CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described and that the claim is a due and unpaid obligation against the City of Union Gap, and that I am authorized to authenticate and certify to said claim.

Certified By: \_\_\_\_\_ Date: \_\_\_\_\_



## City Council Communication

**Meeting Date:** December 14, 2015  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers, December 14, 2015

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**SYNOPSIS:** Claim Vouchers Dated December 14, 2015

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 91386 through 91494 in the amount of \$668,009.64.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

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

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
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01/01/2015 To: 12/31/2015

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6574	11/30/2015	Claims	2	EFT	WA STATE DEPT OF REVENUE	14,107.24	EXCISE TAX - 10/2015
6685	11/23/2015	Claims	2	EFT	US BANK - CHECKING	78.86	DEPOSIT SLIPS
6734	12/01/2015	Claims	2	EFT	MERCHANT SERVICES	392.44	CREDIT CARD PAYMENT FEE - 11/2015
6742	12/07/2015	Claims	2	EFT	XPRESS BILL PAY	283.75	UB ONLINE PAYMENT FEE - 11/2015
6781	12/03/2015	Claims	2	EFT	CHASE PAYMENTTECH	488.31	UB ONLINE PAYMENTS FEE - 11/2015
6818	12/14/2015	Claims	2	EFT	GE CAPITAL	409.43	TASKALFA 6500 - 12/2015
6819	12/14/2015	Claims	2	EFT	INTEGRA TELECOM	75.80	SR CTR - 12/2015
6924	12/14/2015	Claims	2	EFT	US BANK CARDMEMBER SVC	1,906.23	BIANCHI ACCUMOLD ELITE BELT-COBB; WASPC - COBB; CHIEFS MEETING - COBB; PICTURES FOR CONFERENCE ROOM; SUPPLIES; TRUCK WASH; SR CTR CHRISTMAS EVENT; FIRE ADVISORY MEETING; RECORDS TRAINING - TOWLE; FEMA
6757	12/03/2015	Claims	2	91386	TED BROWN MUSIC	64.91	DECIBEL METER
6758	12/03/2015	Claims	2	91387	THE VINE VENUE	313.75	VENUE MANAGEMENT - 10/2015
6782	12/07/2015	Claims	2	91388	UNITED STATES POSTMASTER		NOT NEEDED
6783	12/07/2015	Claims	2	91389	MEDSTAR CABULANCE,	41,990.88	DIAL A RIDE/BUS SVC - 11/2015
6820	12/14/2015	Claims	2	91390	ABBOTTS PRINTING	152.51	OTD THANKSGIVING CARD; HOLIDAY SHUTTLE POSTER
6821	12/14/2015	Claims	2	91391	AHTANUM CENTER, LLC	60.67	OVERPAYMENT REFUND
6822	12/14/2015	Claims	2	91392	ALL AMERICAN PROPANE	55.05	LPG
6823	12/14/2015	Claims	2	91393	AMERICAN EXPRESS CREDIT CARD	549.53	TUBE
6824	12/14/2015	Claims	2	91394	APOLLO INC	212.62	OVERPAYMENT REFUND
6825	12/14/2015	Claims	2	91395	ASSOCIATION OF WA CITIES	45.00	2015 REGIONAL MEETING-SCHILLING
6826	12/14/2015	Claims	2	91396	ATLAS STAFFING INC	1,487.02	SEASONAL PARKS - WKS ENDING 10/25; 11/01; 11/18
6827	12/14/2015	Claims	2	91397	AUTO CARE EXPERTS	332.55	GEAR SHIFTER PIN BROKEN
6828	12/14/2015	Claims	2	91398	AUTOCRAFT PAINT & BODY WORKS	4,312.46	FORD 4X4 ALTERATIONS
6829	12/14/2015	Claims	2	91399	BASIN DISPOSAL OF YAKIMA LLC	76,612.44	GA/RCY-11/2015
6830	12/14/2015	Claims	2	91400	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY - 11/2015
6831	12/14/2015	Claims	2	91401	LAWRENCE & KATHLEEN BENNETT	150.00	Refund Utility Deposit
6832	12/14/2015	Claims	2	91402	BURROWS TRACTOR COMPANY	270.64	REPAIR LEAKING MOTOR
6833	12/14/2015	Claims	2	91403	BUSTOS MEDIA	306.00	TRANSIT ADVERTISING
6834	12/14/2015	Claims	2	91404	CANON FINACIAL SERVICES	313.66	PD COPIER LEASE 11/01/15-11/30/15
6835	12/14/2015	Claims	2	91405	CAREY MOTORS	222.84	VEHICLE SERVICE #17-LOF, BRAKE FLUSH; VEHICLE SERVICE #7-LOF, REPLACE BATTERY
6836	12/14/2015	Claims	2	91406	CASCADE ANALYTICAL INC	4,957.86	WATER/ WASTEWATER SAMPLING; WATER/ WASTEWATER SAMPLING
6837	12/14/2015	Claims	2	91407	CASCADE NATURAL GAS CORP	1,342.50	PD NATURAL GAS 10/7/15-11/2/15; CH/FD - 11/2015; 4401 MAIN ST - 11/2015

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6838	12/14/2015	Claims	2	91408	CASCADE VALLEY LUBE	48.85	FULL SERVICE TRK # 1021
6839	12/14/2015	Claims	2	91409	CENTRAL PRE-MIX CONCRETE CO.	575.10	SLAB ON GRADE
6840	12/14/2015	Claims	2	91410	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKETING & SALES - 12/2015
6841	12/14/2015	Claims	2	91411	CENTURY LINK	675.51	AG MUSEUM - 10/2015; PW - 11/2015; WA TELEMETRY/SHOP FAX - 11/2015
6842	12/14/2015	Claims	2	91412	CINTAS CORP #605	396.95	PD MAT SERVICE NOVEMBER 2015; CH MOP & MAT SVC; SR CTR MOP & MAT SVC
6843	12/14/2015	Claims	2	91413	CITY OF UNION GAP	26.30	UNCLAIMED RESTITUTION 09/10/2012
6844	12/14/2015	Claims	2	91414	CLASSIC CAR WASH	83.50	PD CAR WASHES OCTOBER 2015
6845	12/14/2015	Claims	2	91415	CLIFF'S SEPTIC SERVICE	241.68	PORTABLE RENTALS - 11/2015
6846	12/14/2015	Claims	2	91416	GREGORY COBB	2.16	WASPC MEAL REIMBURSEMENT
6847	12/14/2015	Claims	2	91417	COLEMAN OIL COMPANY	1,787.67	PW/ CED FUEL-11/15
6848	12/14/2015	Claims	2	91418	COLUMBIA READY-MIX INC	1,158.36	3/4"-0" CRUSHED; HMA 3/8" COMMERCIAL
6849	12/14/2015	Claims	2	91419	CONTAINER SYSTEMS STORAGE INC	162.15	CONEX BOX RENTAL DEC 2015
6850	12/14/2015	Claims	2	91420	JOHN CRIMIN	104.90	LEOFF 1 RETIREE MEDICARE - 12/2015
6851	12/14/2015	Claims	2	91421	CULLIGAN YAKIMA, WA	31.53	BOTTLED WA SVC - 12/2015
6852	12/14/2015	Claims	2	91422	CUMMINS INC	71.32	OIL & FUEL FILTERS, SPARK PLUGS, AIR CLEANER & OIL
6853	12/14/2015	Claims	2	91423	ELITE TOWING & RECOVERY LLC	77.48	PD TOWING; PD TOWING-VEHICLE 10 TO AUTO ART
6854	12/14/2015	Claims	2	91424	BONNIE FAIRBAIRN	20.54	OVERPAYMENT REFUND
6855	12/14/2015	Claims	2	91425	FIVE K COMPUTER-INTERNET-PHO NES	14.95	EMAIL HOSTING - 12/2015
6856	12/14/2015	Claims	2	91426	FOWLER COMPANY HD	1,412.80	SUPPLIES; GASKET
6857	12/14/2015	Claims	2	91427	FREEDOM TRUCK CENTERS INC	2,866.17	MISC REPAIRS ON TRK # 2002; SERVICE 1974 FORD; INFORMER TEMP GUAGE-BLUE LIGHT
6858	12/14/2015	Claims	2	91428	FUTURE LINK COMMUNICATIONS	260.52	PHONE SYSTEM REPAIR
6859	12/14/2015	Claims	2	91429	GAP AUTO PARTS	204.45	RETURN SPARK PLUGS, ROTOR & WIRES; MAGNETIC HEATER, 6; LAMP; PROFILE BLADES; ANTIFREEZE; DOMESTIC ALTERNATOR; SUPPLIES
6860	12/14/2015	Claims	2	91430	GEARJAMMER	1,996.47	PD FUEL OCT 16-31, 2015; PD FUEL NOVEMBER 1-15, 2015
6861	12/14/2015	Claims	2	91431	GENE WEINMANN CONSULTING	105.00	CDBG HOUSING REHAB COORDINATOR-11/2015
6862	12/14/2015	Claims	2	91432	GILLIHAN LAW OFFICE PLLC	5,700.00	PUBLIC DEFENDER - 11/2015
6863	12/14/2015	Claims	2	91433	GUNARAMA WHOLESALE INC	62.23	DUTY BELT-MARTINEZ
6864	12/14/2015	Claims	2	91434	JOHNNY GUSBY	440.00	DEFENSE TACTISC INTRUCTION

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6865	12/14/2015	Claims	2	91435	HUMANE SOCIETY OF	5,494.00	PD ANIMAL CONTROL SERVICES OCTOBER 2015; ANIMAL CONTROL SERVICES NOVEMBER 2015
6866	12/14/2015	Claims	2	91436	INDEPENDENT WATER SERVICE INC	31.37	BOTTLED WA SVC - 11/15 - 12/15
6867	12/14/2015	Claims	2	91437	INTERSTATE BATTERIES	261.06	TERM-END-MARINE, 31P-MHD
6868	12/14/2015	Claims	2	91438	JAKES CUSTOM TINTING	357.06	UNION GAP TRANSIT GRAPHICS
6869	12/14/2015	Claims	2	91439	KELLY IMAGING SYSTEMS	420.68	CED PLOTTER- REPAIR
6870	12/14/2015	Claims	2	91440	KIMS GOT SMOKE	405.75	WELLNESS PARTY
6871	12/14/2015	Claims	2	91441	KNOBELS ELECTRIC INC	973.85	SUPPLIES AND LABOR ON WELL 4- HEATER; SEASON'S GREETING SIGN
6872	12/14/2015	Claims	2	91442	LAKESIDE INDUSTRIES	780.65	EZ ST 2 TON BAG, ASPH DELIVERY
6873	12/14/2015	Claims	2	91443	LOWES COMPANY INC	894.02	SUPPLIES; SUPPLIES; SUPPLIES; UT OIL FILLED RADIATOR HEATER; RETURNBALLESTS, CORD, NUTSADHESIVE, BUFFER ETC
6874	12/14/2015	Claims	2	91444	MORTONS SUPPLY	129.37	PAINT RETURN & PCV PIPE
6875	12/14/2015	Claims	2	91445	MOXEE CITY	625.00	PSYCH & POLYGRAPH TESTING-MARTINEZ
6876	12/14/2015	Claims	2	91446	NATIONAL BARRICADE CO	456.28	ALUM SIGNS
6877	12/14/2015	Claims	2	91447	ROBERT R NORTHCOTT	980.00	CONFLICT ATTORNEY - 11/2015
6878	12/14/2015	Claims	2	91448	OFFICE DEPOT	344.57	PD OFFICE SUPPLIES-BINDERS, CALENDARS, BATTERIES, ETC; PD OFFICE SUPPLIES-FOLDERS, BATTERIES, BINDERS, YEARLY CALENDARS, COPY PAPER, FILE SORTER
6879	12/14/2015	Claims	2	91449	OFFICE DEPOT	530.44	CM CARPET, DUSTER, CALENDAR, SRG 4 OUTLET; INK CTG, STAPLES & GLUE; SUPPLIES; CARD ENVELOPES; PENS
6880	12/14/2015	Claims	2	91450	OFFICE SOLUTIONS NORTHWEST	121.84	2016 CALENDARS
6881	12/14/2015	Claims	2	91451	ONE CALL CONCEPTS INC	56.76	UTILITY LOCATES - 11/2015
6882	12/14/2015	Claims	2	91452	OXARC INC	141.65	TRAFFIC CONES, GLOVES
6883	12/14/2015	Claims	2	91453	PACIFIC POWER	17,336.50	LIFT STATION - 11/2015; CH/FD-11/2015; COM DEV/PW-11/2015; TRAFFIC LIGHTS - 11/2015; STREET & AREA LIGHTS - 11/2015
6884	12/14/2015	Claims	2	91454	PEPSI COLA - YAKIMA	76.10	PD WATER DELIVERY AND RENTAL OCT 2015
6885	12/14/2015	Claims	2	91455	POLLARD WATER	209.21	JAKE M/HOLE CVR EXT
6886	12/14/2015	Claims	2	91456	POWERPLAN - OIB	7,571.20	PARTS AND LABOR
6887	12/14/2015	Claims	2	91457	PRINT GUYS INC	2,752.01	COLIFORM MAILER; NEWSLETTER - 12/2015; BUSINESS CARDS - SCHILLING
6888	12/14/2015	Claims	2	91458	PROTECTION ONE	31.36	COM DEV/PW ALARM MONITORING-12/2015
6889	12/14/2015	Claims	2	91459	PUBLIC AGENCY TRAINING COUNCIL	950.00	DETECTIVE & NEW CRIMINAL INVESTIGATOR TRAINING-JAMES, SANTUCCI

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6890	12/14/2015	Claims	2	91460	REPUBLIC PUBLISHING CO	907.30	NTC OF APPLICATION FOR ENV RVW
6891	12/14/2015	Claims	2	91461	DONNA RICE	152.53	OVERPAYMENT REFUND
6892	12/14/2015	Claims	2	91462	KEEGAN RINEHART	74.22	OVERPAYMENT REFUND
6893	12/14/2015	Claims	2	91463	WILLIAM SCHULER III	1,068.00	CONFLICT ATTORNEY - 10/2015
6894	12/14/2015	Claims	2	91464	LAUREN SCULLY	63.62	OVERPAYMENT REFUND
6895	12/14/2015	Claims	2	91465	SMITH AUTO ELECTRIC	1,162.41	4D BATTERY GEL
6896	12/14/2015	Claims	2	91466	DON C. SMITH	385.97	LEOFF 1 RETIREE RX
6897	12/14/2015	Claims	2	91467	SPRINT ACCT #929468397	81.98	SR CTR INTERNET-11/2015
6898	12/14/2015	Claims	2	91468	TOWNSQUARE MEDIA	733.50	TRANSIT HOLIDAY ROUTE
6899	12/14/2015	Claims	2	91469	TTC CONSTRUCTION, INC.	1,065.17	DEPOSIT REFUND
6900	12/14/2015	Claims	2	91470	U-HAUL MOVING & STORAGE	533.75	CH STORAGE - 12/2015
6901	12/14/2015	Claims	2	91471	UNION GAP WATER FUND & SEWER	2,414.50	PD WATER, SEWER, GARBAGE 10/21/15-11/20/15; CH/FD-11/2015; 4401 MAIN ST - 11/2015; 4401 MAIN ST - 11/2015; PARKS-11/2015; CH - 11/2015; AG MUSEUM - 11/2015
6902	12/14/2015	Claims	2	91472	UNITED BUSINESS MACHINES	77.19	KYOCERA MITA KM-3050 - 12/2015
6903	12/14/2015	Claims	2	91473	UNITED PARCEL SERVICE	38.73	PD SHIPPING
6904	12/14/2015	Claims	2	91474	UNUM LIFE INSURANCE	171.90	LEOFF 1 LONG TERM CARE - 12/2015
6905	12/14/2015	Claims	2	91475	US LINEN & UNIFORM	388.72	PW UNIFORM-11/15
6906	12/14/2015	Claims	2	91476	VALLEY MEDI-CENTER	565.00	HEP B SERIES-GUTIERREZ; VANICEK/RADKE; DOT PHYSICALS
6907	12/14/2015	Claims	2	91477	VERIZON WIRELESS	1,950.96	PW CELL PHONES - 11/2015; PD & FD MODEMS AND PHONES OCT 14- NOV 13, 2015
6908	12/14/2015	Claims	2	91478	WA ASSN OF SHERIFFS &	300.00	WASPC CONFERENCE FALL 2015-COBB
6909	12/14/2015	Claims	2	91479	WA STATE DEPT OF LICENSING	162.00	CONCEALED WEAPON PERMITS
6910	12/14/2015	Claims	2	91480	WA STATE DEPT OF REVENUE	50.25	UNCLAIMED PROPERTY
6911	12/14/2015	Claims	2	91481	WA STATE OFFICE OF MINORITY	100.00	POLITICAL SUBDIVISION FEE - 07/01/15 - 06/30/17
6912	12/14/2015	Claims	2	91482	WA STATE TREASURER	25,328.85	CJRS-10/2015; CJRS-11/2015
6913	12/14/2015	Claims	2	91483	DIANA WELCH	1,000.00	HR TRAINING - 8/28/15
6914	12/14/2015	Claims	2	91484	BARRY M WOODARD	5,340.00	CONFLICT ATTORNEY
6915	12/14/2015	Claims	2	91485	YAKIMA BINDERY	157.64	COLOR, PRINT, BOND LAMINATE
6916	12/14/2015	Claims	2	91486	YAKIMA CITY TREASURER	385,840.75	FIRE PROTECTION SVC - 4TH QTR 2015; WASTEWATER - 11/2015
6917	12/14/2015	Claims	2	91487	YAKIMA CO AUDITOR	33.00	LIEN RELEASE
6918	12/14/2015	Claims	2	91488	YAKIMA CO DEPT OF CORRECTIONS	3,520.67	PD JAIL BILLING OCTOBER 2015
6919	12/14/2015	Claims	2	91489	YAKIMA CO TREAS PROSECUTING	471.78	CVC-10/2015; CVC-11/2015
6920	12/14/2015	Claims	2	91490	YAKIMA COOPERATIVE ASSN	67.93	JANITOR FUEL - 11/2015
6921	12/14/2015	Claims	2	91491	YAKIMA NETWORKING	159.05	ANTI VIRUS - 12/2015

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CITY OF UNION GAP  
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6922	12/14/2015	Claims	2	91492	YAKIMA VALLEY TOURISM	12,254.97	TOURISM ADVERTISEMENT; TOURISM PROMOTION - 10/15 - 12/15
6923	12/14/2015	Claims	2	91493	YAKIMA-WATERMILL INC	47.56	LIQUID CHLORINE
6925	12/14/2015	Claims	2	91494	BUENAS NUEVAS	12.47	Refund Utility Deposit

001 Current Expense Fund	381,031.87
101 Street Fund	24,845.76
107 Convention Center Reserve Fund	5,697.06
108 Tourism Promotion Area Fund	8,755.00
114 Seniors Activity Fund	386.90
128 Transit System Fund	43,490.09
132 Community Events Fund	220.39
170 Housing Rehabilitation Fund	105.00
401 Water Fund	12,841.59
402 Garbage Fund	84,851.38
403 Sewer Fund	104,492.25
404 Water Improvement Reserve	-127.90

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described and that the claim is a due and unpaid obligation against the City of Union Gap, and that I am authorized to authenticate and certify to said claim.

	2.61		
	7.64		
	<u>          </u>	Claims:	668,009.64
	9.64		

Certified By: \_\_\_\_\_

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

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2015 To: 12/31/2015

Time: 16:03:45 Date: 12/09/2015  
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Trans Date	Type	Acct #	War #	Claimant	Amount	Memo
6574	11/30/2015	Claims	2	EFT WA STATE DEPT OF REVENUE	14,107.24	EXCISE TAX - 10/2015
		001 - 511 60 53 00 - EXTERNAL TAXES			0.23	
		001 - 521 50 31 00 - SUPPLIES			5.31	
		001 - 524 20 53 00 - EXTERNAL TAXES			32.46	
		401 - 534 50 53 00 - EXTERNAL TAXES			6,086.77	
		404 - 534 50 53 04 - EXTERNAL TAXES			-487.90	
		403 - 535 50 53 00 - EXTERNAL TAXES			2,454.91	
		405 - 535 50 53 05 - EXTERNAL TAXES			552.61	
		402 - 537 50 53 00 - EXTERNAL TAXES			4,789.68	
		001 - 576 80 53 00 - EXTERNAL TAXES			673.17	
6685	11/23/2015	Claims	2	EFT US BANK - CHECKING	78.86	DEPOSIT SLIPS
		001 - 514 23 31 00 - SUPPLIES			78.86	
6734	12/01/2015	Claims	2	EFT MERCHANT SERVICES	392.44	CREDIT CARD PAYMENT FEE - 11/2015
		401 - 534 50 49 00 - MISCELLANEOUS			130.81	
		403 - 535 50 49 00 - MISCELLANEOUS			130.81	
		402 - 537 50 49 00 - MISCELLANEOUS			130.82	
6742	12/07/2015	Claims	2	EFT XPRESS BILL PAY	283.75	UB ONLINE PAYMENT FEE - 11/2015
		401 - 534 50 49 00 - MISCELLANEOUS			94.58	
		403 - 535 50 49 00 - MISCELLANEOUS			94.58	
		402 - 537 50 49 00 - MISCELLANEOUS			94.59	
6781	12/03/2015	Claims	2	EFT CHASE PAYMENTECH	488.31	UB ONLINE PAYMENTS FEE - 11/2015
		401 - 534 50 49 00 - MISCELLANEOUS			162.77	
		403 - 535 50 49 00 - MISCELLANEOUS			162.77	
		402 - 537 50 49 00 - MISCELLANEOUS			162.77	
6818	12/14/2015	Claims	2	EFT GE CAPITAL	409.43	TASKALFA 6500 - 12/2015
		001 - 511 60 45 00 - OPERATING RENTALS & LI			8.40	
		001 - 513 10 45 00 - OPERATING RENTALS & LI			32.15	
		001 - 514 23 45 00 - OPERATING RENTALS & LI			84.54	
		001 - 514 30 45 00 - OPERATING RENTALS & LI			55.39	
		001 - 521 10 45 00 - OPERATING LEASES & REN			8.06	
		001 - 524 20 45 00 - OPERATING RENTALS & LI			19.87	
		401 - 534 50 45 00 - OPERATING RENTALS & LI			48.45	
		403 - 535 50 45 00 - OPERATING RENTALS & LI			48.45	
		402 - 537 50 45 00 - OPERATING RENTALS & LI			48.45	
		101 - 543 30 45 00 - OPERATING RENTALS & LI			48.45	
		001 - 558 60 45 00 - OPERATING RENTALS & LI			5.09	
		001 - 576 80 45 00 - OPERATING RENTALS & LI			2.13	
6819	12/14/2015	Claims	2	EFT INTEGRA TELECOM	75.80	SR CTR - 12/2015
		001 - 571 21 42 00 - COMMUNICATION			75.80	
6924	12/14/2015	Claims	2	EFT US BANK CARDMEMBER SVC	1,906.23	BIANCHI ACCUMOLD ELITE BELT-COBB; WASPC - COBB; CHIEFS MEETING - COBB; PICTURES FOR CONFERENCE ROOM; SUPPLIES; TRUCK WASH; SR CTR CHRISTMAS EVENT; FIRE ADVISORY MEETING; RECORDS TRAINING - TOWLE; FEMA
		001 - 521 10 21 00 - UNIFORMS & EQUIPMENT			67.01	
		001 - 521 10 43 00 - TRAVEL			338.97	
		001 - 521 10 43 00 - TRAVEL			16.65	
		001 - 521 10 43 00 - TRAVEL			23.98	
		001 - 521 10 43 00 - TRAVEL			652.56	
		001 - 521 10 43 00 - TRAVEL			25.88	
		001 - 521 40 43 00 - TRAVEL			161.35	
		001 - 521 50 49 00 - MISCELLANEOUS			149.18	

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			001 - 524 20 31 00 -		SUPPLIES	16.47	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	50.81	
			001 - 558 60 31 00 -		SUPPLIES	16.47	
			114 - 571 21 31 14 -		SUPPLIES-SENIOR CENTER	386.90	
6757	12/03/2015	Claims	2	91386	TED BROWN MUSIC	64.91	DECIBEL METER
			001 - 576 80 31 00 -		SUPPLIES	64.91	
6758	12/03/2015	Claims	2	91387	THE VINE VENUE	313.75	VENUE MANAGEMENT - 10/2015
			001 - 576 80 41 01 -		PROF SVC- VENUE MANAC	313.75	
6782	12/07/2015	Claims	2	91388	UNITED STATES POSTMASTER		NOT NEEDED
6783	12/07/2015	Claims	2	91389	MEDSTAR CABULANCE, INC.	41,990.88	DIAL A RIDE/BUS SVC - 11/2015
			128 - 547 60 49 00 -		TRANSIT SERVICE PAYME	41,990.88	
6820	12/14/2015	Claims	2	91390	ABBOTTS PRINTING	152.51	OTD THANKSGIVING CARD; HOLIDAY SHUTTLE POSTER
			128 - 547 60 44 00 -		ADVERTIZING	46.67	
			132 - 571 20 49 32 -		OTD MISCELLANEOUS	105.84	
6821	12/14/2015	Claims	2	91391	AHTANUM CENTER, LLC	60.67	OVERPAYMENT REFUND
			401 - 586 01 04 01 -		210-10) WATER REFUNDS	60.67	
6822	12/14/2015	Claims	2	91392	ALL AMERICAN PROPANE	55.05	LPG
			001 - 576 80 32 00 -		FUEL	55.05	
6823	12/14/2015	Claims	2	91393	AMERICAN EXPRESS CREDIT CARD	549.53	TUBE
			401 - 534 50 31 00 -		SUPPLIES	109.91	
			403 - 535 50 31 00 -		SUPPLIES	109.91	
			402 - 537 50 31 00 -		SUPPLIES	109.91	
			101 - 542 30 31 00 -		SUPPLIES	109.90	
			001 - 576 80 31 00 -		SUPPLIES	109.90	
6824	12/14/2015	Claims	2	91394	APOLLO INC	212.62	OVERPAYMENT REFUND
			402 - 586 01 04 02 -		210-10	212.62	
6825	12/14/2015	Claims	2	91395	ASSOCIATION OF WA CITIES	45.00	2015 REGIONAL MEETING-SCHILLING
			001 - 511 60 49 00 -		MISCELLANEOUS	45.00	
6826	12/14/2015	Claims	2	91396	ATLAS STAFFING INC	1,487.02	SEASONAL PARKS - WKS ENDING 10/25; 11/01; 11/18
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES	1,487.02	
6827	12/14/2015	Claims	2	91397	AUTO CARE EXPERTS	332.55	GEAR SHIFTER PIN BROKEN
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	332.55	
6828	12/14/2015	Claims	2	91398	AUTOCRAFT PAINT & BODY WORKS	4,312.46	FORD 4X4 ALTERATIONS
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	4,312.46	
6829	12/14/2015	Claims	2	91399	BASIN DISPOSAL OF YAKIMA LLC	76,612.44	GA/RCY-11/2015
			402 - 537 60 49 00 -		CONTRACTED SERVICES	76,612.44	
6830	12/14/2015	Claims	2	91400	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY - 11/2015
			001 - 515 20 41 01 -		PROF SERVICES-CIVIL - CI	7,500.00	
6831	12/14/2015	Claims	2	91401	LAWRENCE & KATHLEEN BENNETT	150.00	Refund Utility Deposit
			414 - 586 00 04 14 -		DEPOSIT REFUND	150.00	Refund Utility Deposit
6832	12/14/2015	Claims	2	91402	BURROWS TRACTOR COMPANY	270.64	REPAIR LEAKING MOTOR

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			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			270.64	
6833	12/14/2015	Claims	2	91403	BUSTOS MEDIA	306.00	TRANSIT ADVERTISING
			128 - 547 60 44 00 - ADVERTIZING			306.00	
6834	12/14/2015	Claims	2	91404	CANON FINACIAL SERVICES	313.66	PD COPIER LEASE 11/01/15-11/30/15
			001 - 528 80 45 00 - OPERATING RENTALS & LI			313.66	
6835	12/14/2015	Claims	2	91405	CAREY MOTORS	222.84	VEHICLE SERVICE #17-LOF, BRAKE FLUSH; VEHICLE SERVICE #7-LOF, REPLACE BATTERY
			001 - 521 22 48 00 - REPAIRS & MAINTENANCE			43.22	
			001 - 521 22 48 00 - REPAIRS & MAINTENANCE			179.62	
6836	12/14/2015	Claims	2	91406	CASCADE ANALYTICAL INC	4,957.86	WATER/WASTEWATER SAMPLING; WATER/ WASTEWATER SAMPLING
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			675.32	
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			160.68	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			2,958.31	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			1,163.55	
6837	12/14/2015	Claims	2	91407	CASCADE NATURAL GAS CORP	1,342.50	PD NATURAL GAS 10/7/15-11/2/15; CH/FD - 11/2015; 4401 MAIN ST - 11/2015
			001 - 518 20 47 00 - UTILITIES/CITY HALL			240.64	
			001 - 518 20 47 00 - UTILITIES/CITY HALL			55.38	
			001 - 521 50 47 00 - UTILITIES			28.31	
			001 - 522 20 47 00 - PUBLIC UTILITY SERVICES			240.64	
			403 - 535 50 47 00 - UTILITIES			199.05	
			402 - 537 50 47 00 - UTILITIES			578.48	
6838	12/14/2015	Claims	2	91408	CASCADE VALLEY LUBE	48.85	FULL SERVICE TRK # 1021
			403 - 531 30 48 00 - STORMWATER REPAIRS &			7.33	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			41.52	
6839	12/14/2015	Claims	2	91409	CENTRAL PRE-MIX CONCRETE CO.	575.10	SLAB ON GRADE
			101 - 542 30 31 00 - SUPPLIES			575.10	
6840	12/14/2015	Claims	2	91410	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKETING & SALES - 12/2015
			108 - 557 30 44 01 - STATE FAIR PARK SALES F			1,875.00	
6841	12/14/2015	Claims	2	91411	CENTURY LINK	675.51	AG MUSEUM - 10/2015; PW - 11/2015; WA TELEMETRY/SHOP FAX -
			401 - 534 50 42 00 - COMMUNICATION			27.82	
			401 - 534 50 42 00 - COMMUNICATION			371.40	
			403 - 535 50 42 00 - COMMUNICATION			27.82	
			403 - 535 50 42 00 - COMMUNICATION			11.11	
			402 - 537 50 42 00 - COMMUNICATION			27.82	
			402 - 537 50 42 00 - COMMUNICATION			11.11	
			101 - 543 30 42 00 - COMMUNICATION			27.83	
			101 - 543 30 42 00 - COMMUNICATION			11.11	
			107 - 571 10 47 00 - UTILITIES-AG MUSEUM			159.49	
6842	12/14/2015	Claims	2	91412	CINTAS CORP #605	396.95	PD MAT SERVICE NOVEMBER 2015; CH MOP & MAT SVC; SR CTR MOP & MAT SVC
			001 - 518 31 45 00 - OPERATING RENTALS & LI			113.16	
			001 - 521 50 41 00 - PROFESSIONAL SERVICES			175.24	
			001 - 571 21 45 00 - OPERATING RENTALS & LI			54.28	
			001 - 576 80 45 00 - OPERATING RENTALS & LI			54.27	

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6843	12/14/2015	Claims	2	91413	CITY OF UNION GAP	26.30	UNCLAIMED RESTITUTION 09/10/2012
					001 - 586 01 00 01 - Refunds 210-10	26.30	
6844	12/14/2015	Claims	2	91414	CLASSIC CAR WASH	83.50	PD CAR WASHES OCTOBER 2015
					001 - 521 10 48 00 - REPAIRS & MAINTENANCE	11.00	CHIEF
					001 - 521 21 48 00 - REPAIRS & MAINTENANCE	22.00	DETECTIVES
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	50.50	PATROL
6845	12/14/2015	Claims	2	91415	CLIFF'S SEPTIC SERVICE	241.68	PORTABLE RENTALS - 11/2015
					001 - 576 80 45 00 - OPERATING RENTALS & LI	241.68	
6846	12/14/2015	Claims	2	91416	GREGORY COBB	2.16	WASPC MEAL REIMBURSEMENT
					001 - 521 10 43 00 - TRAVEL	2.16	
6847	12/14/2015	Claims	2	91417	COLEMAN OIL COMPANY	1,787.67	PW/ CED FUEL-11/15
					001 - 513 10 32 00 - FUEL	40.38	
					001 - 524 20 32 00 - FUEL	29.81	
					403 - 531 30 32 00 - STORMWATER FUEL	41.43	
					401 - 534 50 32 00 - FUEL	549.47	
					403 - 535 50 32 00 - FUEL	286.31	
					402 - 537 50 32 00 - FUEL	11.02	
					101 - 542 30 32 00 - FUEL	116.07	
					101 - 542 30 32 00 - FUEL	6.83	
					101 - 542 66 32 00 - FUEL	125.07	
					101 - 542 67 32 00 - FUEL	94.15	
					101 - 542 70 32 00 - FUEL	236.61	
					101 - 542 90 32 00 - FUEL CONSUMED	18.76	
					128 - 547 60 32 00 - FUEL CONSUMED	45.54	
					001 - 576 80 32 00 - FUEL	186.22	
6848	12/14/2015	Claims	2	91418	COLUMBIA READY-MIX INC	1,158.36	3/4"-0" CRUSHED; HMA 3/8" COMMERCIAL
					001 - 518 20 31 00 - SUPPLIES	646.91	
					401 - 534 50 31 00 - SUPPLIES	511.45	
6849	12/14/2015	Claims	2	91419	CONTAINER SYSTEMS STORAGE INC	162.15	CONEX BOX RENTAL DEC 2015
					001 - 521 50 45 00 - OPERATING RENTALS & LI	162.15	
6850	12/14/2015	Claims	2	91420	JOHN CRIMIN	104.90	LEOFF 1 RETIREE MEDICARE - 12/2015
					001 - 521 10 22 00 - LEOFF 1 BENEFITS	104.90	
6851	12/14/2015	Claims	2	91421	CULLIGAN YAKIMA, WA	31.53	BOTTLED WA SVC - 12/2015
					001 - 524 20 45 00 - OPERATING RENTALS & LI	7.88	
					401 - 534 50 45 00 - OPERATING RENTALS & LI	3.15	
					403 - 535 50 45 00 - OPERATING RENTALS & LI	3.15	
					402 - 537 50 45 00 - OPERATING RENTALS & LI	3.15	
					101 - 542 30 45 00 - OPERATING RENTALS & LI	3.16	
					001 - 558 60 45 00 - OPERATING RENTALS & LI	7.89	
					001 - 576 80 45 00 - OPERATING RENTALS & LI	3.15	
6852	12/14/2015	Claims	2	91422	CUMMINS INC	71.32	OIL & FUEL FILTERS, SPARK PLUGS, AIR CLEANER & OIL
					402 - 537 50 48 00 - REPAIRS & MAINTENANCE	71.32	
6853	12/14/2015	Claims	2	91423	ELITE TOWING & RECOVERY LLC	77.48	PD TOWING; PD TOWING-VEHICLE 10 TO AUTO ART
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	38.74	
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	38.74	
6854	12/14/2015	Claims	2	91424	BONNIE FAIRBAIRN	20.54	OVERPAYMENT REFUND
					001 - 586 01 00 01 - Refunds 210-10	20.54	

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6855	12/14/2015	Claims	2	91425	FIVE K COMPUTER-INTERNET-PH ONES	14.95	EMAIL HOSTING - 12/2015
					001 - 513 10 42 01 - COMMUNICATION	14.95	
6856	12/14/2015	Claims	2	91426	FOWLER COMPANY HD	1,412.80	SUPPLIES; GASKET
					401 - 534 50 31 00 - SUPPLIES	152.87	
					401 - 534 50 31 00 - SUPPLIES	162.30	
					101 - 542 30 31 00 - SUPPLIES	400.32	
					001 - 576 80 31 00 - SUPPLIES	697.31	
6857	12/14/2015	Claims	2	91427	FREEDOM TRUCK CENTERS INC	2,866.17	MISC REPAIRS ON TRK # 2002; SERVICE 1974 FORD; INFORMER TEMP GUAGE-BLUE LIGHT
					403 - 531 30 48 00 - STORMWATER REPAIRS &	4.70	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	19.70	
					402 - 537 50 48 00 - REPAIRS & MAINTENANCE	59.11	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	2,378.25	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	157.64	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	4.69	
					101 - 542 90 48 00 - REPAIRS & MAINTENANCE	14.07	
					128 - 547 60 48 00 - REPAIRS & MAINTENANCE	9.38	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	157.64	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	60.99	
6858	12/14/2015	Claims	2	91428	FUTURE LINK COMMUNICATIONS	260.52	PHONE SYSTEM REPAIR
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	52.10	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	52.10	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	52.10	
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	52.10	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	52.12	
6859	12/14/2015	Claims	2	91429	GAP AUTO PARTS	204.45	RETURN SPARK PLUGS, ROTOR & WIRES; MAGNETIC HEATER, 6; LAMP; PROFILE BLADES; ANTIFREEZE; DOMESTIC ALTERNATOR; SUPPLIES
					403 - 531 30 31 00 - OFFICE & OPERATING SUP	4.41	
					401 - 534 50 31 00 - SUPPLIES	1.29	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	2.65	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	2.28	
					403 - 535 50 31 00 - SUPPLIES	137.89	
					403 - 535 50 31 00 - SUPPLIES	0.48	
					403 - 535 50 31 00 - SUPPLIES	24.97	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	-99.39	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	2.65	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	1.52	
					101 - 542 30 31 00 - SUPPLIES	0.48	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	14.50	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	1.52	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	2.33	
					101 - 542 66 31 00 - SUPPLIES	0.16	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	14.50	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	8.83	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	9.11	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	2.33	
					101 - 542 67 31 00 - SUPPLIES	0.16	
					101 - 542 70 31 00 - SUPPLIES	0.48	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	14.51	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	1.77	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	0.76	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	2.31	

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			128 - 547 60 31 00		OFFICE & OPERATING SUP	0.18	
			128 - 547 60 48 00		REPAIRS & MAINTENANCE	0.88	
			001 - 576 80 31 00		SUPPLIES	44.40	
			001 - 576 80 48 00		REPAIRS & MAINTENANCE	4.83	
			001 - 576 80 48 00		REPAIRS & MAINTENANCE	0.88	
			001 - 576 80 48 00		REPAIRS & MAINTENANCE	0.78	
<b>6860</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91430</b>	<b>GEARJAMMER</b>	<b>1,996.47</b>	<b>PD FUEL OCT 16-31, 2015; PD FUEL NOVEMBER 1-15, 2015</b>
			001 - 521 10 32 00		FUEL	26.66	CHIEF
			001 - 521 10 32 00		FUEL	26.20	CHIEF FUEL
			001 - 521 21 32 00		FUEL	68.21	DETECTIVE
			001 - 521 21 32 00		FUEL	73.38	DETECTIVE
			001 - 521 22 32 00		FUEL	961.92	PATROL
			001 - 521 22 32 00		FUEL	840.10	PATROL
<b>6861</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91431</b>	<b>GENE WEINMANN CONSULTING</b>	<b>105.00</b>	<b>CDBG HOUSING REHAB COORDINATOR-11/2015</b>
			170 - 559 20 41 00		PROFESSIONAL SERVICES	105.00	
<b>6862</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91432</b>	<b>GILLIHAN LAW OFFICE PLLC</b>	<b>5,700.00</b>	<b>PUBLIC DEFENDER - 11/2015</b>
			001 - 515 20 41 02		PROF SERVICES - PUBLIC I	5,700.00	
<b>6863</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91433</b>	<b>GUNARAMA WHOLESALE INC</b>	<b>62.23</b>	<b>DUTY BELT-MARTINEZ</b>
			001 - 521 22 21 00		UNIFORMS & EQUIPMENT	62.23	
<b>6864</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91434</b>	<b>JOHNNY GUSBY</b>	<b>440.00</b>	<b>DEFENSE TACTISC INTRUCTION</b>
			001 - 521 40 41 00		PROFESSIONAL SERVICES	440.00	
<b>6865</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91435</b>	<b>HUMANE SOCIETY OF</b>	<b>5,494.00</b>	<b>PD ANIMAL CONTROL SERVICES OCTOBER 2015; ANIMAL CONTROL SERVICES NOVEMBER 2015</b>
			001 - 554 30 41 00		PROF SERVICES-ANIMAL C	2,747.00	
			001 - 554 30 41 00		PROF SERVICES-ANIMAL C	2,747.00	
<b>6866</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91436</b>	<b>INDEPENDENT WATER SERVICE INC</b>	<b>31.37</b>	<b>BOTTLED WA SVC - 11/15 -</b>
			001 - 514 23 31 00		SUPPLIES	5.95	
			001 - 514 23 45 00		OPERATING RENTALS & LI	9.74	
			001 - 514 30 31 00		SUPPLIES	5.95	
			001 - 514 30 45 00		OPERATING RENTALS & LI	9.73	
<b>6867</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91437</b>	<b>INTERSTATE BATTERIES</b>	<b>261.06</b>	<b>TERM-END-MARINE, 31P-MHD</b>
			403 - 535 50 31 00		SUPPLIES	261.06	
<b>6868</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91438</b>	<b>JAKES CUSTOM TINTING</b>	<b>357.06</b>	<b>UNION GAP TRANSIT GRAPHICS</b>
			128 - 547 60 44 00		ADVERTIZING	357.06	
<b>6869</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91439</b>	<b>KELLY IMAGING SYSTEMS</b>	<b>420.68</b>	<b>CED PLOTTER- REPAIR</b>
			001 - 524 20 48 00		REPAIRS & MAINTENANCE	210.34	
			001 - 558 60 48 00		REPAIRS & MAINTENANCE	210.34	
<b>6870</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91440</b>	<b>KIMS GOT SMOKE</b>	<b>405.75</b>	<b>WELLNESS PARTY</b>
			001 - 517 91 31 00		SUPPLIES	405.75	
<b>6871</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91441</b>	<b>KNOBELS ELECTRIC INC</b>	<b>973.85</b>	<b>SUPPLIES AND LABOR ON WELL 4- HEATER; SEASON'S GREETING SIGN</b>
			001 - 511 60 49 00		MISCELLANEOUS	621.87	
			401 - 534 50 48 00		REPAIRS & MAINTENANCE	351.98	
<b>6872</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91442</b>	<b>LAKESIDE INDUSTRIES</b>	<b>780.65</b>	<b>EZ ST 2 TON BAG, ASPH DELIVERY</b>
			101 - 542 30 31 00		SUPPLIES	780.65	

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6873	12/14/2015	Claims	2	91443 LOWES COMPANY INC	894.02	SUPPLIES; SUPPLIES; SUPPLIES; UT OIL FILLED RADIATOR HEATER; RETURNBALLESTS, CORD, NUTSADHESIVE, BUFFER ETC
		001 - 518 20 31 00 - SUPPLIES			-30.79	
		401 - 534 50 31 00 - SUPPLIES			8.98	
		401 - 534 50 31 00 - SUPPLIES			8.22	
		403 - 535 50 31 00 - SUPPLIES			63.72	
		403 - 535 50 31 00 - SUPPLIES			74.54	
		403 - 535 50 31 00 - SUPPLIES			8.98	
		403 - 535 50 31 00 - SUPPLIES			171.62	
		403 - 535 50 31 00 - SUPPLIES			8.22	
		403 - 535 50 31 00 - SUPPLIES			194.84	
		402 - 537 50 31 00 - SUPPLIES			8.97	
		402 - 537 50 31 00 - SUPPLIES			8.22	
		101 - 542 30 31 00 - SUPPLIES			8.97	
		101 - 542 30 31 00 - SUPPLIES			8.22	
		132 - 573 94 31 32 - HOLIDAY PARADE SUPPLI			114.55	
		001 - 576 80 31 00 - SUPPLIES			13.34	
		001 - 576 80 31 00 - SUPPLIES			51.35	
		001 - 576 80 31 00 - SUPPLIES			32.19	
		001 - 576 80 31 00 - SUPPLIES			11.29	
		001 - 576 80 31 00 - SUPPLIES			15.88	
		001 - 576 80 31 00 - SUPPLIES			8.97	
		001 - 576 80 31 00 - SUPPLIES			95.53	
		001 - 576 80 31 00 - SUPPLIES			8.21	
6874	12/14/2015	Claims	2	91444 MORTONS SUPPLY	129.37	PAINT RETURN & PCV PIPE
		401 - 534 50 31 00 - SUPPLIES			140.66	
		001 - 576 80 31 00 - SUPPLIES			-11.29	
6875	12/14/2015	Claims	2	91445 MOXEE CITY	625.00	PSYCH & POLYGRAPH TESTING-MARTINEZ
		001 - 521 10 51 00 - INTERGOVERNMENTAL PF			625.00	
6876	12/14/2015	Claims	2	91446 NATIONAL BARRICADE CO	456.28	ALUM SIGNS
		001 - 521 10 31 00 - SUPPLIES			203.42	
		101 - 542 64 31 00 - SUPPLIES			252.86	
6877	12/14/2015	Claims	2	91447 ROBERT R NORTHCOTT	980.00	CONFLICT ATTORNEY - 11/2015
		001 - 515 20 41 03 - PROF SERVICES-CONFLICT			980.00	
6878	12/14/2015	Claims	2	91448 OFFICE DEPOT	344.57	PD OFFICE SUPPLIES-BINDERS, CALENDARS, BATTERIES, ETC; PD OFFICE SUPPLIES-FOLDERS, BATTERIES, BINDERS, YEARLY CALENDARS, COPY PAPER, FILE SORTER
		001 - 521 22 31 00 - SUPPLIES			83.80	
		001 - 521 22 31 00 - SUPPLIES			52.78	YEARLY CALENDAR
		001 - 528 80 31 00 - OFFICE & OPERATING SUP			93.97	
		001 - 528 80 31 00 - OFFICE & OPERATING SUP			114.02	SUPPLIES
6879	12/14/2015	Claims	2	91449 OFFICE DEPOT	530.44	CM CARPET, DUSTER, CALENDAR, SRG 4 OUTLET; INK CTG, STAPLES & GLUE; SUPPLIES; CARD ENVELOPES; PENS
		001 - 511 60 31 01 - SUPPLIES			14.06	
		001 - 511 60 31 01 - SUPPLIES			17.23	
		001 - 514 23 31 00 - SUPPLIES			47.89	
		001 - 524 20 31 00 - SUPPLIES			65.69	
		401 - 534 50 31 00 - SUPPLIES			31.36	
		403 - 535 50 31 00 - SUPPLIES			163.10	
		403 - 535 50 31 00 - SUPPLIES			31.36	

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			402 - 537 50 31 00 -		SUPPLIES	31.36	
			101 - 542 30 31 00 -		SUPPLIES	31.36	
			001 - 558 60 31 00 -		SUPPLIES	65.68	
			001 - 576 80 31 00 -		SUPPLIES	31.35	
<b>6880</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91450</b>	<b>OFFICE SOLUTIONS NORTHWEST</b>	<b>121.84</b>	<b>2016 CALENDARS</b>
			001 - 514 23 31 00 -		SUPPLIES	43.67	
			001 - 514 30 31 00 -		SUPPLIES	43.67	
			401 - 534 50 31 00 -		SUPPLIES	11.50	
			403 - 535 50 31 00 -		SUPPLIES	11.50	
			402 - 537 50 31 00 -		SUPPLIES	11.50	
<b>6881</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91451</b>	<b>ONE CALL CONCEPTS INC</b>	<b>56.76</b>	<b>UTILITY LOCATES - 11/2015</b>
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	28.38	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	28.38	
<b>6882</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91452</b>	<b>OXARC INC</b>	<b>141.65</b>	<b>TRAFFIC CONES, GLOVES</b>
			403 - 535 50 31 00 -		SUPPLIES	141.65	
<b>6883</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91453</b>	<b>PACIFIC POWER</b>	<b>17,336.50</b>	<b>LIFT STATION - 11/2015; CH/FD-11/2015; COM DEV/PW-11/2015; TRAFFIC LIGHTS - 11/2015; STREET &amp; AREA LIGHTS - 11/2015</b>
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	394.21	
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	266.73	
			001 - 522 20 47 00 -		PUBLIC UTILITY SERVICES	298.24	
			403 - 535 50 47 00 -		UTILITIES	1,914.86	
			101 - 542 63 47 00 -		UTILITIES	11,625.20	
			101 - 542 64 47 00 -		UTILITIES	851.40	
			001 - 576 80 47 00 -		UTILITIES	1,985.86	
<b>6884</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91454</b>	<b>PEPSI COLA - YAKIMA</b>	<b>76.10</b>	<b>PD WATER DELIVERY AND RENTAL OCT 2015</b>
			001 - 521 22 31 00 -		SUPPLIES	76.10	
<b>6885</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91455</b>	<b>POLLARD WATER</b>	<b>209.21</b>	<b>JAKE M/HOLE CVR EXT</b>
			403 - 535 50 31 00 -		SUPPLIES	209.21	
<b>6886</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91456</b>	<b>POWERPLAN - OIB</b>	<b>7,571.20</b>	<b>PARTS AND LABOR</b>
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	1,514.24	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	1,514.24	
			402 - 537 50 48 00 -		REPAIRS & MAINTENANCE	1,514.24	
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	1,514.24	
			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	1,514.24	
<b>6887</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91457</b>	<b>PRINT GUYS INC</b>	<b>2,752.01</b>	<b>COLIFORM MAILER; NEWSLETTER - 12/2015; BUSINESS CARDS - SCHILLING</b>
			001 - 511 60 42 01 -		COMMUNICATION	552.80	
			001 - 511 60 49 00 -		MISCELLANEOUS	54.05	
			001 - 511 60 49 01 -		AWC ANNUAL ASSESSMENT	1,630.19	
			401 - 534 50 49 00 -		MISCELLANEOUS	514.97	
<b>6888</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91458</b>	<b>PROTECTION ONE</b>	<b>31.36</b>	<b>COM DEV/PW ALARM MONITORING-12/2015</b>
			001 - 518 31 41 00 -		PROFESSIONAL SERVICES	16.34	
			001 - 524 20 41 00 -		PROFESSIONAL SERVICES	2.14	
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	2.14	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	2.14	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	2.20	
			101 - 542 30 41 00 -		PROFESSIONAL SERVICES	2.14	
			001 - 558 60 41 00 -		PROFESSIONAL SERVICES	2.14	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES	2.12	

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6889	12/14/2015	Claims	2	91459	PUBLIC AGENCY TRAINING COUNCIL	950.00	DETECTIVE & NEW CRIMINAL INVESTIGATOR TRAINING-JAMES, SANTUCCI
					001 - 521 40 49 00 - MISCELLANEOUS	950.00	
6890	12/14/2015	Claims	2	91460	REPUBLIC PUBLISHING CO	907.30	NTC OF APPLICATION FOR ENV RVW
					001 - 558 60 44 00 - ADVERTISING	907.30	
6891	12/14/2015	Claims	2	91461	DONNA RICE	152.53	OVERPAYMENT REFUND
					401 - 586 01 04 01 - 210-10) WATER REFUNDS	152.53	
6892	12/14/2015	Claims	2	91462	KEEGAN RINEHART	74.22	OVERPAYMENT REFUND
					401 - 586 01 04 01 - 210-10) WATER REFUNDS	74.22	
6893	12/14/2015	Claims	2	91463	WILLIAM SCHULER III	1,068.00	CONFLICT ATTORNEY - 10/2015
					001 - 515 20 41 03 - PROF SERVICES-CONFLICT	1,068.00	
6894	12/14/2015	Claims	2	91464	LAUREN SCULLY	63.62	OVERPAYMENT REFUND
					402 - 586 01 04 02 - 210-10	63.62	
6895	12/14/2015	Claims	2	91465	SMITH AUTO ELECTRIC	1,162.41	4D BATTERY GEL
					403 - 535 50 31 00 - SUPPLIES	1,162.41	
6896	12/14/2015	Claims	2	91466	DON C. SMITH	385.97	LEOFF 1 RETIREE RX
					001 - 521 10 22 00 - LEOFF 1 BENEFITS	385.97	
6897	12/14/2015	Claims	2	91467	SPRINT ACCT #929468397	81.98	SR CTR INTERNET-11/2015
					001 - 571 21 42 00 - COMMUNICATION	81.98	
6898	12/14/2015	Claims	2	91468	TOWNSQUARE MEDIA	733.50	TRANSIT HOLIDAY ROUTE
					128 - 547 60 44 00 - ADVERTIZING	733.50	
6899	12/14/2015	Claims	2	91469	TTC CONSTRUCTION, INC.	1,065.17	DEPOSIT REFUND
					414 - 586 01 04 14 - 210-10 UTILITY DEP REFUN	1,065.17	
6900	12/14/2015	Claims	2	91470	U-HAUL MOVING & STORAGE	533.75	CH STORAGE - 12/2015
					001 - 594 18 45 00 - OPERATING RENTALS & LI	533.75	
6901	12/14/2015	Claims	2	91471	UNION GAP WATER FUND & SEWER	2,414.50	PD WATER, SEWER, GARBAGE 10/21/15-11/20/15; CH/FD-11/2015; 4401 MAIN ST - 11/2015; 4401 MAIN ST - 11/2015; PARKS-11/2015; CH - 11/2015; AG MUSEUM - 11/2015
					001 - 518 20 47 00 - UTILITIES/CITY HALL	92.07	
					001 - 518 20 47 00 - UTILITIES/CITY HALL	228.23	
					001 - 521 50 47 00 - UTILITIES	134.37	
					001 - 522 20 47 00 - PUBLIC UTILITY SERVICES	92.07	
					403 - 535 50 47 00 - UTILITIES	164.85	
					101 - 543 30 47 00 - UTILITIES	374.09	
					107 - 571 10 47 00 - UTILITIES-AG MUSEUM	162.60	
					001 - 576 80 47 00 - UTILITIES	1,166.22	
6902	12/14/2015	Claims	2	91472	UNITED BUSINESS MACHINES	77.19	KYOCERA MITA KM-3050 - 12/2015
					001 - 513 10 45 00 - OPERATING RENTALS & LI	77.19	
6903	12/14/2015	Claims	2	91473	UNITED PARCEL SERVICE	38.73	PD SHIPPING
					001 - 521 10 41 00 - PROFESSIONAL SERVICES	38.73	
6904	12/14/2015	Claims	2	91474	UNUM LIFE INSURANCE	171.90	LEOFF 1 LONG TERM CARE - 12/2015
					001 - 521 10 22 00 - LEOFF 1 BENEFITS	171.90	
6905	12/14/2015	Claims	2	91475	US LINEN & UNIFORM	388.72	PW UNIFORM-11/15

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			401 - 534 50 21 00		- UNIFORMS & EQUIPMENT	107.72	
			403 - 535 50 21 00		- UNIFORMS & EQUIPMENT	107.72	
			402 - 537 50 21 00		- UNIFORMS & EQUIPMENT	46.16	
			101 - 542 30 21 00		- UNIFORMS & EQUIPMENT	107.71	
			001 - 576 80 21 00		- UNIFORMS & EQUIPMENT	19.41	
<b>6906</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91476</b>	<b>VALLEY MEDI-CENTER</b>	<b>565.00</b>	<b>HEP B SERIES-GUTIERREZ; VANICEK/RADKE; DOT PHYSICALS</b>
			001 - 521 10 41 00		- PROFESSIONAL SERVICES	137.50	
			001 - 521 10 49 00		- MISCELLANEOUS	137.50	
			001 - 521 22 41 00		- PROFESSIONAL SERVICES	137.50	
			401 - 534 50 41 00		- PROFESSIONAL SERVICES	30.50	
			403 - 535 50 41 00		- PROFESSIONAL SERVICES	30.50	
			402 - 537 50 41 00		- PROFESSIONAL SERVICES	30.50	
			101 - 542 30 41 00		- PROFESSIONAL SERVICES	30.50	
			001 - 576 80 41 00		- PROFESSIONAL SERVICES	30.50	
<b>6907</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91477</b>	<b>VERIZON WIRELESS</b>	<b>1,950.96</b>	<b>PW CELL PHONES - 11/2015; PD &amp; FD MODEMS AND PHONES OCT 14- NOV 13, 2015</b>
			001 - 518 20 42 00		- COMMUNICATION	80.04	FD MODEMS
			001 - 528 80 42 00		- COMMUNICATION	1,489.83	
			401 - 534 50 42 00		- COMMUNICATION	76.22	
			403 - 535 50 42 00		- COMMUNICATION	76.22	
			402 - 537 50 42 00		- COMMUNICATION	76.22	
			101 - 542 30 42 00		- COMMUNICATIONS	76.22	
			001 - 576 80 42 00		- COMMUNICATION	76.21	
<b>6908</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91478</b>	<b>WA ASSN OF SHERIFFS &amp;</b>	<b>300.00</b>	<b>WASPC CONFERENCE FALL 2015-COBB</b>
			001 - 521 40 49 00		- MISCELLANEOUS	300.00	
<b>6909</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91479</b>	<b>WA STATE DEPT OF LICENSING</b>	<b>162.00</b>	<b>CONCEALED WEAPON PERMITS</b>
			001 - 586 00 02 00		- WEAPONS PERMITS FEE	162.00	
<b>6910</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91480</b>	<b>WA STATE DEPT OF REVENUE</b>	<b>50.25</b>	<b>UNCLAIMED PROPERTY</b>
			001 - 586 01 00 01		- Refunds 210-10	50.25	
<b>6911</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91481</b>	<b>WA STATE OFFICE OF MINORITY</b>	<b>100.00</b>	<b>POLITICAL SUBDIVISION FEE - 07/01/15 - 06/30/17</b>
			401 - 534 50 49 00		- MISCELLANEOUS	33.33	
			403 - 535 50 49 00		- MISCELLANEOUS	33.34	
			101 - 543 30 49 00		- MISCELLANEOUS	33.33	
<b>6912</b>	<b>12/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>91482</b>	<b>WA STATE TREASURER</b>	<b>25,328.85</b>	<b>CJRS-10/2015; CJRS-11/2015</b>
			001 - 586 00 01 00		- STATE BUILDING CODE FE	31.50	
			001 - 586 00 01 00		- STATE BUILDING CODE FE	18.00	
			001 - 586 00 04 00		- PSEA 1 STATE SHARE	7,238.31	
			001 - 586 00 04 00		- PSEA 1 STATE SHARE	5,180.70	
			001 - 586 00 05 00		- PSEA 2 STATE SHARE	3,985.24	
			001 - 586 00 05 00		- PSEA 2 STATE SHARE	2,672.41	
			001 - 586 00 06 00		- PSEA 3 STATE SHARE	169.76	
			001 - 586 00 06 00		- PSEA 3 STATE SHARE	119.35	
			001 - 586 00 07 00		- CRIME LAB/BREATH ST SF	365.34	
			001 - 586 00 07 00		- CRIME LAB/BREATH ST SF	245.49	
			001 - 586 00 08 00		- JIS STATE SHARE	1,677.81	
			001 - 586 00 08 00		- JIS STATE SHARE	1,147.51	
			001 - 586 00 09 00		- SCH ZONE SAFETY ST SHA	311.72	
			001 - 586 00 09 00		- SCH ZONE SAFETY ST SHA	286.89	
			001 - 586 00 10 00		- TRAUMA CARE STATE SH/	441.57	
			001 - 586 00 10 00		- TRAUMA CARE STATE SH/	285.76	
			001 - 586 00 13 00		- AUTO THEFT PREVENTION	647.59	
			001 - 586 00 13 00		- AUTO THEFT PREVENTION	428.90	

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			001 - 586 00 14 00 -		CRIME LAB ANALYSIS FEE	75.00	
6913	12/14/2015	Claims	2	91483	DIANA WELCH	1,000.00	HR TRAINING - 8/28/15
			001 - 513 10 41 01 -		PROFESSIONAL SERVICES	250.00	
			001 - 514 23 41 00 -		PROFESSIONAL SERVICES	125.00	
			001 - 514 30 41 00 -		PROFESSIONAL SERVICES	125.00	
			001 - 521 10 41 00 -		PROFESSIONAL SERVICES	250.00	
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	50.00	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	50.00	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	50.00	
			101 - 542 30 41 00 -		PROFESSIONAL SERVICES	50.00	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES	50.00	
6914	12/14/2015	Claims	2	91484	BARRY M WOODARD	5,340.00	CONFLICT ATTORNEY
			001 - 515 20 41 03 -		PROF SERVICES-CONFLICT	5,340.00	
6915	12/14/2015	Claims	2	91485	YAKIMA BINDERY	157.64	COLOR, PRINT, BOND LAMINATE
			403 - 535 50 31 00 -		SUPPLIES	157.64	
6916	12/14/2015	Claims	2	91486	YAKIMA CITY TREASURER	385,840.75	FIRE PROTECTION SVC - 4TH QTR 2015; WASTEWATER - 11/2015
			001 - 522 10 51 00 -		INTERGOV. PROF. SERVICE	295,851.75	
			403 - 535 50 51 03 -		INTERGOVERNMENTAL PF	89,989.00	
6917	12/14/2015	Claims	2	91487	YAKIMA CO AUDITOR	33.00	LIEN RELEASE
			402 - 537 50 49 00 -		MISCELLANEOUS	33.00	
6918	12/14/2015	Claims	2	91488	YAKIMA CO DEPT OF CORRECTIONS	3,520.67	PD JAIL BILLING OCTOBER 2015
			001 - 523 20 51 00 -		DETENTION & CORRECTIC	3,520.67	
6919	12/14/2015	Claims	2	91489	YAKIMA CO TREAS PROSECUTING	471.78	CVC-10/2015; CVC-11/2015
			001 - 586 00 03 00 -		CRIME VICTIMS COMP CN	276.63	
			001 - 586 00 03 00 -		CRIME VICTIMS COMP CN	195.15	
6920	12/14/2015	Claims	2	91490	YAKIMA COOPERATIVE ASSN	67.93	JANITOR FUEL - 11/2015
			001 - 518 31 32 00 -		FUEL	67.93	
6921	12/14/2015	Claims	2	91491	YAKIMA NETWORKING	159.05	ANTI VIRUS - 12/2015
			001 - 518 88 41 00 -		PROFESSIONAL SERVICES	159.05	
6922	12/14/2015	Claims	2	91492	YAKIMA VALLEY TOURISM	12,254.97	TOURISM ADVERTISEMENT; TOURISM PROMOTION - 10/15 - 12/15
			107 - 557 30 41 00 -		YAKIMA VALLEY TOURISM	5,374.97	
			108 - 557 30 44 08 -		ADVERTISING	6,880.00	
6923	12/14/2015	Claims	2	91493	YAKIMA-WATERMILL INC	47.56	LIQUID CHLORINE
			401 - 534 50 31 00 -		SUPPLIES	47.56	
6925	12/14/2015	Claims	2	91494	BUENAS NUEVAS	12.47	Refund Utility Deposit
			414 - 586 00 04 14 -		DEPOSIT REFUND	12.47	Refund Utility Deposit
						2,943.83	
						414.67	
						1,733.94	
						20,588.00	
						19,514.95	
						296,482.70	
						13,294.06	
						26,059.72	
001 Current Expense Fund						381,031.87	

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		542 Streets - Maintenance			24,350.95	
		543 Streets Admin & Overhead			494.81	
	101 Street Fund				<u>24,845.76</u>	
		514 Finance			5,697.06	
	107 Convention Center Reserve Fund				<u>5,697.06</u>	
		514 Finance			6,880.00	
		557 Community Services			1,875.00	
	108 Tourism Promotion Area Fund				<u>8,755.00</u>	
		571 Education			386.90	
	114 Seniors Activity Fund				<u>386.90</u>	
		547 Transit Systems & Railroads			43,490.09	
	128 Transit System Fund				<u>43,490.09</u>	
		571 Education			105.84	
		573 Spectator & Community Events			114.55	
	132 Community Events Fund				<u>220.39</u>	
		559 Housing & Community Develop			105.00	
	170 Housing Rehabilitation Fund				<u>105.00</u>	
		534 Water Utilities			12,554.17	
		580 Non Expeditures			287.42	
	401 Water Fund				<u>12,841.59</u>	
		537 Garbage & Solid Waste Utilitys			84,575.14	
		580 Non Expeditures			276.24	
	402 Garbage Fund				<u>84,851.38</u>	
		535 Sewer			104,434.38	
		538 Other Utilities/Activities			57.87	
	403 Sewer Fund				<u>104,492.25</u>	
		534 Water Utilities			-487.90	
	404 Water Improvement Reserve				<u>-487.90</u>	
		535 Sewer			552.61	
	405 Sewer Improvement Reserve				<u>552.61</u>	
		580 Non Expeditures			1,227.64	
	414 Water Deposits				<u>1,227.64</u>	
					<u>668,009.64</u>	
						Claims: 668,009.64

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01/01/2015 To: 12/31/2015

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Trans Date Type Acct # War # Claimant  
CERTIFICATION: I, the undersigned, do hereby certify under  
penalty of perjury that the materials have been furnished, the  
services rendered, or the labor performed as described and that the  
claim is a due and unpaid obligation against the City of Union Gap,  
and that I am authorized to authenticate and certify to said claim.

Amount Memo \_\_\_\_\_

Certified By: \_\_\_\_\_ Date: \_\_\_\_\_