

**UNION GAP CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**MONDAY, APRIL 27, 2015 – 6:00 P.M.**  
**CITY HALL ANNEX, 3103 2<sup>ND</sup> STREET, UNION GAP**

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**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 April 13, 2015, As attached to the Agenda and maintained in electronic format.

*B. Approve Vouchers:*

Claims Vouchers – EFT's and Voucher Nos. 89989 through 90047 for April 27, 2015, in the amount of \$497,149.67;

Advance Travel Vouchers – Voucher No. 1240 April 27, 2015, in the amount of \$211.26;

Petty Cash Vouchers – Voucher No. 1837 for April 27, 2015, in the amount of \$80.00;

*C. Resolution No. \_\_\_\_\_ - Public Defense Contract.*

**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 Works/Community Development**

1. Resolution No. \_\_\_\_\_ - Expenditure Request – CDBG Application;

2. Resolution No. \_\_\_\_\_ - Set Public Hearing - City Center;
3. Advertise for Bids – City Hall Demolition;
4. Resolution No. \_\_\_\_\_ - Set Public Hearing - Six-Year Transportation Improvement Program;
5. Award Bid – W. Ahtanum Road Resurfacing Project;
6. Award Bid – 2014 Water Main Improvements & Main Street Stormwater Improvements – Phase 1.

**Public Safety**

1. Memorandum of Understanding – US Open Gold Tournament;
2. Resolution No. \_\_\_\_\_ - Fire Advisory Committee Appointment.

**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**

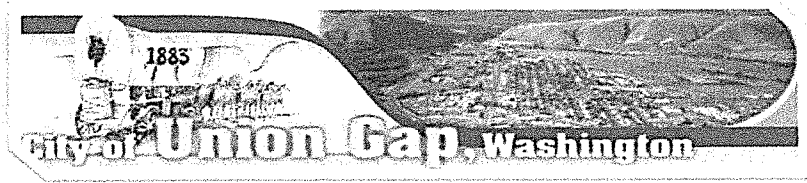
**VII. COMMUNICATIONS/QUESTIONS/COMMENTS**

AWC Notice – Center for Quality Communities

**VIII. DEVELOPMENT OF NEXT AGENDA**

**IX. ANY OTHER BUSINESS**

**X. ADJOURN REGULAR MEETING**



## City Council Communication

**Meeting Date:** April 27, 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Community Development Block Grant (CDBG) Application

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**SYNOPSIS:** The City is planning for a City Center including a possible new city hall and new senior center in a single structure. The City is eligible to submit a grant application for CDBG funding for an estimated 4000 square foot senior citizen center. U.S. Department of Agriculture loan funding for any portion of the senior center not covered by a grant and for a possible new city hall should be applied for contemporaneously.

**RECOMMENDATION:** Authorize HLA to complete the application for CDBG grant and USDA loan at a cost of approximately \$10,000.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** Funding for this application will come out of the City Hall Building Reserve Fund.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

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

**A RESOLUTION** authorizing expenditure to complete applications for CDBG grant and USDA loan at a cost of approximately \$10,000.

**WHEREAS**, the City Council for the City of Union Gap is considering a City Center including a possible new city hall and new senior center in a single structure and;

**WHEREAS**, The City is eligible to submit grant applications for CDBG funding for an estimated 4000 square foot senior citizen center and for U.S. Department of Agriculture loan funding for any portion of the city center not covered by a grant;

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

**Section 1.** Authorizes applications for a CDBG to build a new Senior Citizen Center and a U.S. Department of Agriculture loan for any portion of the city center not covered by a grant.

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

**PASSED** this 27th day of April, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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



## City Council Communication

**Meeting Date:** April 27, 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Setting Public Hearing – City Center

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**SYNOPSIS:** The City is planning for a City Center including a possible new city hall and new senior center in a single structure. The City is eligible to submit grant applications for CDBG and USDA funding for the city hall building including an estimated 4000 square foot senior citizen center. The purpose of the public hearing is to inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities, particularly from lower income persons and persons residing in the City of Union Gap and to notify the public that the City of Union Gap will be submitting an application for funding assistance to Rural Development (RD), a division of the United State Department of Agriculture.

**RECOMMENDATION:** Adopt a resolution setting a special council meeting public hearing in the council chambers at 6:00 p.m. or as soon after on Monday, May 18, 2015.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

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

**A RESOLUTION** setting a special council meeting public hearing to consider applying for a Community Development Block Grant (CDBG) for a new Senior Citizen Center building and to consider applying for a United State Department of Agriculture (USDA) loan for development of a new City Hall;

**WHEREAS**, the City Council for the City of Union Gap is considering a new city center including a possible new city hall and new senior center in a single structure;

**WHEREAS**, the City Council desires to set a public hearing to consider applying for a CDBG to build a new Senior Citizen Center and a USDA loan for development of a new City Hall building;

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

**Section 1.** That there shall be a public hearing to consider applying for a CDBG and a USDA Loan to build a new City Hall and Senior Citizen Center building before the City Council of the City of Union Gap, Washington, at a special council meeting scheduled meeting to be held on the 18th day of May, 2015 at 6:00 pm.

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

**PASSED** this 27th day of April, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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



## City Council Communication

**Meeting Date:** April 27, 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Advertise for Bids - City Hall Demolition

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**SYNOPSIS:** asbestos containing products above 1% were identified in the City Hall Building. As described in the February 2014 "Good Faith Survey" (Tri-Valley report), all materials containing more than 1% asbestos are now abated.

At the April 20, 2015 Public Works & Community Development Council Committee meeting, the committee asked for a request to advertise for bids, for the demolition of City Hall.

**RECOMMENDATION:** Authorize staff to advertise for bids, the demolition of City Hall Building located at 102 W. Ahtanum Road.

**LEGAL REVIEW:** N/A

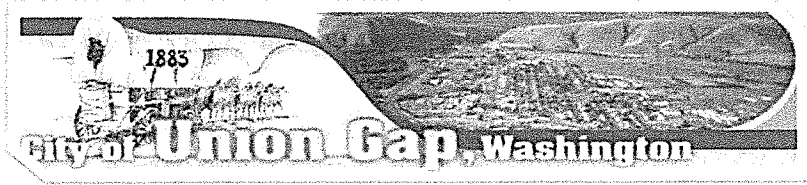
**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

July 07, 2014 Public Works & Community Development Council Committee  
July 14, 2014 Council Meeting  
August 25 2014 Award of Asbestos Abatement Contract  
April 6, 2015 Public Open House  
April 13, 2015 Council Meeting  
April 20, 2015 Public Works & Community Development Council Committee

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A



## City Council Communication

**Meeting Date:** April 27, 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Set Public Hearing – Six-Year Transportation Improvement Program

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**SYNOPSIS:** A Public Hearing, to consider oral and written comments, for the 2015 Six-Year Transportation Improvement Program (T.I.P.) is required, prior to the City amending and adopting T.I.P.

**RECOMMENDATION:** Adopt a resolution setting a public hearing to consider the Six-Year (2016-2021) Transportation Improvement Plan, on June 8, 2015 at 6:00 p.m.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution



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

**A RESOLUTION** setting a public hearing to consider the Six-Year (2016-2021) Transportation Improvement Plan;

**WHEREAS**, the City Council for the City of Union Gap is considering adopting the Six-year (2016-2021) Transportation Improvement Plan;

**WHEREAS**, the City Council desires to set a public hearing to consider adopting the Six-Year (2016-2021) Transportation Improvement Plan;

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

**Section 1.** That there shall be a public hearing to consider adopting the Six-Year (2016-2021) Transportation Improvement Plan before the City Council of the City of Union Gap, Washington, at its regularly scheduled meeting to be held on the 8th day of June, 2015 at 6:00 pm.

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

**PASSED** this 27th day of April, 2015.

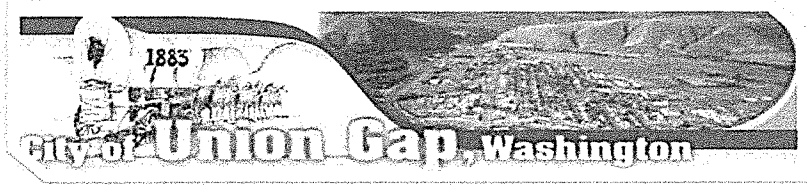
\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



## City Council Communication

**Meeting Date:** April 27, 2015  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Award Bid - W. Ahtanum Road Resurfacing Project

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**SYNOPSIS:** On April 22, 2015 a bid opening was held at City Hall Annex. Bids received have been reviewed by Huibregtse, Louman & Associates and are contingent upon TIB approval.

West Ahtanum Road Resurfacing Project includes the grinding of 17,480 SY of existing HMA pavement and the paving of 3,600 Ton of HMA, 4 cement concrete sidewalk ramps, pavement markings, utility adjustments, and the extension of approximately 425 LF of 16" Diam. DI water line.

#### Schedule A

City Funds	\$285,982
TIB Funds	<u>\$261,868</u>
	<b>\$547,850</b>

#### Schedule B

404 Fund	\$81,135.00
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**RECOMMENDATION:** Motion to accept the most qualified, lowest responsible bidder, Granite Construction, schedule A, in the amount of \$350,616.00 and schedule B in the amount of \$81,135.00 for the W. Ahtanum Road Resurfacing Project.

#### LEGAL REVIEW:

<b>FINANCIAL REVIEW:</b>	Infrastructure Reserve Fund	(124 Fund)	\$455,874.00
	VMB IV Construction Fund	(304 Fund)	\$322,014.00
	Wa/Se Infrast. Reserve Fund	(404 Fund)	\$750,000.00

**BACKGROUND INFORMATION:** discussed at the Council meeting on January 12<sup>th</sup> 2015

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Recommendation of Bid Award letter by Huibregtse, Louman & Associates.



Jeffrey T. Louman, PE  
Theodore W. Pooler, PE  
Michael T. Battle, PE  
Eric T. Herzog, PLS

Terry D. Alapeteri, PE  
Gene W. Soules, PE  
Timothy D. Fries, PLS  
Justin L. Bellamy, PE

Stephanie J. Ray, PE  
Dustin L. Posten, PE  
Stephen S. Hazzard, PE  
Michael R. Heit, PE

Civil Engineering ✦ Land Surveying ✦ Planning

April 22, 2015

City of Union Gap  
207 W. Ahtanum Road  
Union Gap, WA 98903

Attn: Mr. Rodney Otterness  
City Manager

Re: City of Union Gap  
WEST AHTANUM ROAD RESURFACING PROJECT  
TIB Project No.: 3-E-181(002)-1  
HLA Project No.: 13131  
Recommendation of Award

Dear Mr. Otterness:

The bid opening for the above referenced project was held at Union Gap City Hall at 10:00 a.m. on Wednesday, April 22, 2015. A total of two (2) bids were received with the low bid of \$438,322.94, being offered by Granite Construction Company of Yakima, Washington. This low bid is approximately fifteen (15) percent below the Engineer's Estimate of \$518,649.90.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Union Gap award a construction contract to Granite Construction Company in the amount of \$438,322.94, contingent on approval of the Transportation Improvement Board. Please send us a copy of the City of Union Gap Council minutes authorizing award of this project.

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

Very truly yours,

Gene W. Soules, PE

GWS/crf

Enclosures

Copy: Dennis Henne, Public Works Director (Email)  
Christa Draggie, Transportation Improvement Board (Email)  
Steve Sziebert, HLA  
Caroline Fitzsimmons, HLA  
Brent Schilperoort, HLA  
Correspondence File

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## City Council Communication

**Meeting Date:** April 27, 2015  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Award Bid – 2014 Water Main Improvements & Main Street Stormwater Improvements – Phase 1

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**SYNOPSIS:** On April 22, 2015 a bid opening was held at City Hall Annex. Bids received have been reviewed by Huibregtse, Louman & Associates.

Schedule A - Project includes the installation of approximately 2,270 LF of 16 -inch ductile iron water main, 2,100 LF of 12-inch ductile iron water main and associated fittings and surface repairs.

Schedule B - Project includes the installation of two subsurface stormwater retention systems approximately 560 LF of 12-inch solid wall storm sewer pipe, associated fittings and surface repairs.

Schedule A – DWSRF Loan	\$1,150,000
Schedule B - DOE Water Quality Grant	\$444,470

**RECOMMENDATION:** Motion to accept the most qualified, lowest responsible bidder, Apollo, Inc. in the amount of \$835,432.47 for the Schedule A - 2014 Water main Improvements, and \$334,139.00 Schedule B - Main Street Storm Improvements Project.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** Drinking Water State Revolving Fund low interest loan (DWSRF) DM13-952-138, \$1,150,000 remaining \$444,470 will be paid through a DOE Water Quality Grant.

**BACKGROUND INFORMATION:** discussed at the Council meeting on January 12<sup>th</sup> 2015

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Recommendation of Bid Award letter by Huibregtse, Louman & Associates.



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

April 22, 2015

City of Union Gap  
107 W. Ahtanum Road  
Union Gap, WA 98903

Attn: Mr. Rodney Otterness  
City Manager

Re: City of Union Gap  
2014 WATERMAIN IMPROVEMENTS  
MAIN STREET STORMWATER IMPROVEMENTS, PHASE 1  
DWSRF Contract No.: DM13-952-138  
DOE Grant No.: G1400461  
HLA Project No.'s: 13104, 13106  
Recommendation of Award

Dear Mr. Otterness:

The bid opening for the above referenced project was held at Union Gap City Hall at 10:00 a.m. on Wednesday, April 22, 2015. A total of two (2) bids were received with the low bid of \$1,169,571.47, being offered by Apollo, Inc. of Kennewick, Washington. This low bid is approximately eight (8) percent below the Engineer's Estimate of \$1,283,635.09.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Union Gap award a construction contract to Apollo, Inc. in the amount of \$1,169,571.47, contingent on funding agency approval. Please send us a copy of the City of Union Gap Council minutes authorizing award of this project.

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

Very truly yours,

Gene W. Soules, PE

GWS/crf

Enclosures

Copy: Dennis Henne, Public Works Director (Email)  
Steve Dunk, Department of Commerce (Email)  
Missy Lipparelli, Department of Commerce (Email)  
Kyle Graunke, Department of Ecology (Email)  
Janel Bistrika, Department of Ecology (Email)  
Steve Sziebert, Caroline Fitzsimmons, Brent Schilperoort, HLA  
Correspondence File

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## City Council Communication

**Meeting Date:** April 27<sup>th</sup> 2015

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

**Topic / Issue:** Memorandum of Understanding - US Open Golf Tournament

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**SYNOPSIS:** The US Open golf tournament is being played this year in Pierce Co, WA from June 15- June 22. This event is the equivalent of the Super Bowl of golf. 60,000 to 80,000 fans are expected to attend the tournament this year. Pierce County Sheriff's Office has issued a statewide mutual aid request of all law enforcement agencies to assist with security for this event.

**RECOMMENDATION:** Authorize the City Manager to sign a Memorandum of Understanding (MOU) with the Pierce County Sherriff's Office for security at the US Open golf tournament.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** The Pierce Co. Sheriff's Office simply doesn't have enough deputies to cover the vast security requirements for an event of this size. They have offered to pay all overtime for an officer to assist them for this event. They are also going to reimburse the City for any overtime needed to cover our officer's patrol shifts while working the event. Housing and food are also being provided by the Pierce Co. Sheriff's Office.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** MOU

**AGREEMENT BETWEEN  
UNION GAP POLICE DEPARTMENT  
AND PIERCE COUNTY SHERIFF DEPARTMENT**

**Whereas;** the 2015 U.S. Open will be held in Pierce County Washington from June 15<sup>th</sup> to June 22<sup>nd</sup>, 2015; and

**Whereas;** the U.S. Open requires a dedicated law enforcement presence for the event and the lead Agency for Law Enforcement is the Pierce County Sheriff's Department, hereinafter referred to as PCSD; and

**Whereas;** the PCSD does not have sufficient resources to provide the necessary law enforcement presence; and

**Whereas;** the PCSD has requested additional resources from the Union Gap Police Department hereinafter referred to as "Agency" to assist in providing a sufficient law enforcement presence for the event; and

**Whereas;** the Agency has agreed to provide resources to the PCSD to assist in the provision of sufficient law enforcement presence for the event;

**Now therefore;** the PCSD and the Agency agree to the following:

1. The PCSD will be in charge of planning and supervision of all law enforcement staff for the 2015 U.S. Open at Chambers Bay to include staff provided by the Agency.
2. All law enforcement personnel will be integrated into an overall Unified Command system commanded by the PCSD.
3. The event requires 24/7 coverage for many posts designated in the security plan.
4. The Agency will provide an agreed upon amount of personnel. The commitment for the total of the personnel the Agency agrees to provide will be stated in writing to the event Incident Commander, Captain Scott Mielcarek ([smielca@co.pierce.wa.us](mailto:smielca@co.pierce.wa.us)), and that writing shall be deemed incorporated into this agreement once accepted by Captain Mielcarek or his designee. Acceptance shall occur when Captain Mielcarek or his designee notifies the agency in writing.
5. For City and County agencies providing staff, PCSD agrees to pay backfill overtime costs and overtime costs for staff assigned to the event. PCSD will reimburse for actual overtime costs up to a maximum of \$72 per hour.
6. The PCSD may assign the Agency personnel to positions both on the course and to traffic related positions outside of the course. The shift hours may be on day, swing or

graveyard. The Agency staff may be assigned to work 8 or 10 hour days and may begin their assignments on Sunday, June 14<sup>th</sup> and may continue through Monday June 22<sup>nd</sup>. The PCSD desires the Agency assign the same officers to the event for the duration of the event.

7. Agency personnel assigned to this event will be expected to stand for multiple hours each day, walk multiple miles each day and may have to run on uneven terrain in all types of weather. The Agency should only provide staff that has the physical capability to handle this strenuous activity for multiple days in a row.
8. Agency personnel assigned to this event are expected to follow the directions of their assigned event supervisor. In some cases the event supervisor may be equal to or lower in rank than the staff they are supervising. The event supervisor may also be from a different agency than the staff they are supervising. If a staff member receives a directive from their assigned event supervisor that he/she believes violates policy of their home agency, the staff member may respectfully bring this issue up to their assigned event supervisor. If the issue cannot be resolved at this level the staff member may bring the issue to the attention of the event Operations Chief. The Operations Chief and/or Incident Commander will work to resolve the issue. The Agency is expected to provide an Agency contact person that can be available for phone contact to assist with any personnel issues for the duration of the event.
9. At the request of the Agency, The PCSD will provide Agency personnel who reside outside of Pierce County with housing and a meal (lunch) per shift. The Agency will provide a list of personnel who reside outside Pierce County. The PCSD will reimburse Agency personnel that are housed by the PCSD for up to two additional meals per day at a rate following the GSA meal rate: Breakfast - \$10, Lunch - \$15, Dinner - \$31.
10. Agency personnel assigned to the championship grounds are expected to wear a two piece (Class B) uniform. Jumpsuits may be worn by K-9 staff only, Hazardous Device Services staff will be expected to wear tan “docker style” or tan “511 style” pants with a PCSD provided shirt.
11. Agency personnel may be required to attend a one day training session prior to the event as deemed by the PCSD. The Agency shall cover the expense for the training with the exception of lodging if necessary which will be provided by the PCSD.
12. If there is an event that requires Agency personnel to provide court testimony, depositions, etc., at a later date. The Agency will be responsible for any and all costs related to this activity.
13. Agency shall comply with the US Open Rules, which are attached to this agreement and titled “Attachment “A””.
14. Overtime expenses allowable are overtime, FICA, retirement and workers compensation. Documentation should include your expenses (names, dates, number of hours and rate). All billings shall be mailed to:

Pierce County Sheriff Department  
Attention Business Unit  
County-City Building, First Floor



930 Tacoma Avenue  
Tacoma, WA 98402

15. PCSD will reimburse the Agency within 30 days of receipt of invoice.
16. Pierce County shall indemnify and hold harmless Union Gap Police Department and its officers, agents, and employees, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees in performing services pursuant to this agreement and which are caused by or result from a negligent act or omission of a Union Gap Police Department employee while under contract and within the direct scope of their duties for Pierce County.
17. This written agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties.

End of Agreement. Signature page immediately follows.

**PIERCE COUNTY  
CONTRACT SIGNATURE PAGE**

Contract \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2015.

**CONTRACTOR:**

\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
Title of Signatory Authorized by Firm Bylaws

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Mailing  
Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**PIERCE COUNTY:**

Approved As to Legal Form Only:

\_\_\_\_\_  
Prosecuting Attorney Date

Recommended:

\_\_\_\_\_  
Budget and Finance Date

**Approved:**

\_\_\_\_\_  
Department Director Date  
*(less than \$250,000)*

\_\_\_\_\_  
County Executive *(over \$250,000)* Date

## **Attachment A**

**The objectives of the Pierce County Sheriff's Department and West Pierce Fire & Rescue are:**

- To act as goodwill ambassadors on behalf of the County of Pierce, the City of University Place and the State of Washington. This national golf event will draw many visitors and guests to Chambers Bay and the surrounding area. Please treat these people as you would like to be treated. As always, all personnel are expected to be polite and professional in dealing with the public, and other agencies/people working the event;
- To insure that residents, participants, competitors, and spectators enjoy a safe and orderly week of Championship Golf;
- To prevent lawless acts from occurring during this event;
- To conduct the normal enforcement of laws and ordinances; to protect life and property by being proactive, alert, and professional in our dealings with the public;
- To encourage compliance with laws by our mere presence and professional demeanor, and with a fair but firm enforcement posture;
- To provide a sufficient law enforcement presence that encourages adherence to rules and regulations, and deters violent acts;
- To reinforce our private security partners and the championship volunteers;
- To handle infractions, citations and custodial arrests. Private security personnel and championship volunteers are responsible for addressing spectator conduct that may violate USGA rules, but does not rise to the level of a criminal violation;
- To investigate any crimes that occur within the venue during the golf championship;
- To assist as needed with player and crowd movement on the golf course;
- To assist in providing on-course security as needed;
- To assist with traffic control on the public roadways around Chambers Bay and areas of Pierce County affected by this event as needed.
- To provide emergency medical care to the sick and injured;
- To mitigate the destruction of property caused by fire or hazardous devices;

**GENERAL INFORMATION FOR LAW ENFORCEMENT AND FIRE DEPARTMENT PERSONNEL:**

All public safety personnel on Chambers Creek properties must display a USGA issued credential **at all times**. All credentials will be issued by PCSD. All credentials must be turned in by all public safety staff at the end of each shift unless approval has been given by the PCSD Incident Commander to retain the credential.

- A. **ONLY on-duty law enforcement officers**, certain **on-duty federal agents** and certain **on-duty military personnel**, will be permitted to carry a firearm onto the golf course. Off-duty law enforcement officers, law enforcement officers not assigned to the event and private citizens **will not** be permitted to enter the event with a firearm. Citizens and staff with a concealed weapons permit **will not** be allowed to enter the event with a weapon. If there is a need for a uniformed law enforcement officer not assigned to the event to enter the championship grounds, the law enforcement officer will need to check in with the Joint Operation Center (JOC) and be escorted by an on duty law enforcement officer assigned to the event.
- B. **ALL** armed plain-clothes law enforcement officers will be issued and required to wear a credential that identifies them as armed law enforcement officers.
- C. Videotaping and photographing your actions by the news media and private citizens is lawful.
- D. All personnel will operate as a cohesive unit under the direction of their supervisor. Do not engage in independent action except in an emergency.
- E. All personnel will follow the directions of their assigned event supervisor. In some cases the event supervisor may be equal to or lower in rank than the staff they are supervising. The event supervisor may also be from a different agency than the staff they are supervising. If a staff member receives a directive from their assigned event supervisor that he/she believes violates policy of their home agency, the staff member may respectfully bring this issue up to their assigned event supervisor. If the issue cannot be resolved at this level the staff member may bring the issue to the attention of the event Operations Chief.
- F. **Fire personnel and Law enforcement officers are NOT permitted to:**
  - 1. Enter the club house, the locker rooms, corporate tents, or player hospitality areas unless in an official capacity.
  - 2. Shop while on-duty.
  - 3. Use cell phones unless necessary for official business. Do not use cell phones within close proximity to actual play. All cell phones and pagers are to be set to vibrate/silent

mode while carried or stored in any vehicle on Chambers Creek properties. This should be checked at the beginning of each shift and periodically throughout the shift.

4. Allow portable radios to be heard by anyone other than the user. Portable radios are to be set in a manner that does not allow for any audible noise to be emitted. All staff must use an earpiece to hear communications on portable radios.
5. Use vehicle audible security alarm systems.
6. Use audible vehicle door lock / unlock devices. Keep vehicles locked but use manual non-audible systems.
7. Leave public safety vehicles running or idling.
8. Walk, run, or travel across any putting green on the golf course, except in the event of an emergency.
9. Seek autographs.
10. Take pictures of players, caddies or their families, golf activity, or any security operations.
11. Share any photos taken on Chambers Creek Properties with the news media or on any electronic website whether public or private; including, but not limited to Facebook, Twitter and Instagram. If an agency desires to post a picture to an agency website, the agency will need to submit a written request to the event Incident Commander explaining the request.
12. Smoke or chew tobacco while on duty. Smoking may be allowed in designated areas on break only.

### **APPEARANCE & DEMEANOR:**

Law enforcement and fire department staff assigned to the 2015 U.S. Open Championship will be the most visible representatives of the State of Washington and the jurisdictions they represent. The media coverage that is planned will place our every action under continuous worldwide scrutiny. As a result, it is imperative that your individual appearance and that of your vehicle and equipment is maintained at the highest level possible.

Closely related to our appearance is the manner in which we conduct ourselves. During this event, your interactions with a variety of visitors will, in part, determine the general public's perception of how well we are performing our mission. Therefore, we must accommodate our invited guests in the most courteous, respectful, and professional manner. We must also be

aware of our continued responsibility to serve the citizens of the State of Washington and the County of Pierce.

All uniformed law enforcement staff assigned to the championship grounds during day and swing shifts are asked to wear a two piece (Class-B) uniform, no jumpsuits. All uniformed staff are required to have available to them and to wear as needed their uniform jacket, rain pants, and uniform hat. No shorts, multi colored jackets or high visibility jackets may be worn on the championship grounds. The exception is for K-9 handlers who may wear the normal uniform of their assignment.

All WPFRR personnel will wear event specific class-B uniforms and department issued jackets and caps if needed.

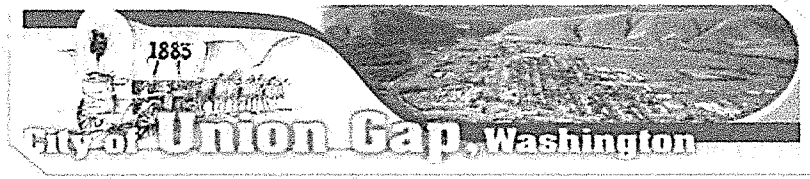
All plain clothes law enforcement and designated Hazardous Devices Services staff are expected to wear golf course appropriate clothing including, collared shirts, neutral color shoes, neutral color jackets and rain gear. Armed plain clothes law enforcement staff members are expected to wear their handgun on their belt with a badge attached directly next to the handgun. No shoulder holster systems may be worn.

All law enforcement personnel are required at a minimum to carry handcuffs, at least one less than lethal compliance device, and a communication device.

### **COOPERATION WITH THE NEWS MEDIA:**

Representatives of the various news media outlets will be afforded all possible cooperation during the U.S. Open by law enforcement and fire department staff. It is paramount that the media is extended every courtesy when acting in their news gathering capacity. Inquiries from the media during the planning stages of the event should be directed to either PCSD or WPFRR. Inquiries from the media regarding any incident during the event should be directed to the Joint Information Center (JIC). All requests for statements or comments are to be directed to the JIC. WPFRR and law enforcement personnel are to remain personable when dealing with the news media.

**If a law enforcement officer has any questions concerning the validity of a press credential, he or she should contact their supervisor or a pre-designated USGA official to verify the credential.**



## City Council Communication

**Meeting Date:** April 27, 2015  
**From:** Rod Otterness, City Manager  
**Topic/Issue:** Resolution – Fire Advisory Committee Appointment

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**SYNOPSIS:** the function of the Fire Advisory Committee is to review the effectiveness of fire protection services, and Tracy Richards and Alex Jech have interest in appointment to the committee.

**RECOMMENDATION:** approve a resolution appointing Tracy Richards and Alex Jech to the Fire Advisory Committee.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Email from Tracy Richards

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

**A RESOLUTION** appointing Tracy Richards and Alex Jech to the Fire Advisory Committee.

**WHEREAS**, the function of the Fire Advisory Committee is to review the effectiveness of fire protection services, and

**WHEREAS**, Tracy Richards and Alex Jech have interest in appointment to the committee, and

**WHEREAS**, the City Council desires their appointment,

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

Tracy Richards, 30 Leisure Hill Drive, Union Gap, and Alex Jech, Plant Manager, Paragon Films, 915 Rose Street, Union Gap, are appointed to the Fire Advisory Committee.

**PASSED** this 27<sup>th</sup> day of April, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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



## Rodney Otterness

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**From:** Tracy Richards <tracy1932@gmail.com>  
**Sent:** Wednesday, April 15, 2015 12:01 AM  
**To:** Rodney Otterness  
**Subject:** Re: fire advisory committee

Rod

Yes I would be interested in committing time to take part in the safety committee.

I have lived in Union Gap for the last 20 plus years.at 30 Leisure Hills.

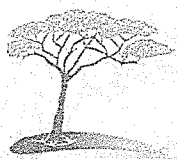
I retired from the Yakima Police reserve as Captain after serving 39 Years.

I was also an EMT for some 20 years. Not presently certified.

I can be reached by phone 969 0361, E Mail tracy1932@gmail.com. or at the for mentioned address. listed above.

Sincerely Tracy Richards

# COMMUNICATIONS



AWC  
CENTER *for* Quality  
Communities

April 20, 2015

Rod Otterness, City Manager  
City of Union Gap  
PO Box 3008  
Union Gap, WA 98903

Dear City Manager Otterness,

On behalf of the AWC Center for Quality Communities, I want to thank you for your city's efforts to support and encourage youth in your community to apply for a Quality Communities Scholarship. Unfortunately, Morgan Schilling was not chosen to receive a scholarship. The AWC Center for Quality Communities received over 60 applications and it was not an easy decision for the scholarship committee comprised of AWC Past President, Mark Foutch and city staff to choose the six winners from among the many well-qualified youth. Notices have been sent to all applicants.

The AWC Center for Quality Communities promotes municipal leadership development and civic engagement and the Center works to support student leaders who have demonstrated community leadership and commitment to their city. The Center's goal is to help citizens understand the important role cities and towns play in Washington.

To support this end, I encourage you to formally recognize Morgan at a council meeting and encourage her to stay involved in your city and community. Again, thank you for taking the time to nominate a student from your community for this scholarship award. Please contact Karen Tanner at [karent@awcnet.org](mailto:karent@awcnet.org) or 360-753-4137 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Francis Benjamin".

Francis Benjamin, AWC President  
Councilmember, City of Pullman

# CONSENT AGENDA

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
**Union Gap, Washington**  
**April 13, 2015**  
**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, Matson, and Murr were present.

Staff Present

City Attorney Brown, City Manager Otterness, Public Works/Community Development Director Henne, Deputy Public Works/Community Development Deputy Director Spurlock, Finance & Administration Director Clifton, Acting Public Safety Director Cobb, Fire Chief Stewart, and PR/AP Technician Bisconer were present.

Audience Present

See list.

Pledge of Allegiance

Mayor Wentz led the Pledge of Allegiance.

Consent Agenda

Motion by Council Member Butler, second by Council Member Murr to approve the consent agenda as follows:

Approve Regular Council Meeting Minutes dated March 23, 2015 as attached to the agenda and maintained in electronic format.

Approve EFT's and Payroll Voucher Nos. 41358 through 41371 and 89858 through 89869 in the amount of \$327,298.38 dated March 31, 2015.

Approve EFT's and Claim Voucher Nos. 89857 and 89870 through 89988 in the amount of \$544,930.94 dated April 13, 2015.

Voting on the motion Ayes – Lenz, Butler, Murr, Olson, Matson, and Wentz; Nays – Carney. Motion carried.

Items from the Audience

Paragon Films Plant Manager Alex Jech addressed the council. He stated that the company has prospered and expanded since coming to Union Gap three years ago. He expressed his appreciation for city by presenting a \$1,000 donation to be used towards the Skatepark and a second \$1,000 donation to be used for the Old Town Days celebration. He invited other businesses within the city to support these city activities as well.

General Items

Presentation – Yakima Valley Tourism

Yakima Valley Tourism President and CEO John Cooper addressed the council. He presented the Yakima Valley Tourism 2014 Annual Report and the 2015 Travel Guide highlighting points of interest in Union Gap.

LTAC Appointment

Motion by Council Member Carney, second by Council Member Murr to adopt Resolution No. 15-18 appointing Robin Zerr to the LTAC Committee.

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – April 13, 2015*

Motion carried unanimously.

Public Works/Community Development

Civic Campus/Main Street Revitalization Open House

Sheri Brockway of BOR Architecture presented a list of citizen comments during the event and commented that it was a great turn-out.

Resolution No. 15-19 – Yakima County SIED Program Application

Motion by Council Member Carney, second by Council Member Olson to adopt Resolution No. 15-19 authorizing staff to submit Yakima County SIED Program application providing for public utilities and street improvements to the annexation area west of 16<sup>th</sup> Avenue. Voting on the motion Ayes – Lenz, Carney, Olson, Murr, and Wentz; Nays – Butler and Matson. Motion carried.

Resolution No. 15-20 – HLA Task Order 2015-2 – West Ahtanum Road Annexation-Water Main Extension

Motion by Council Member Carney, second by Council Member Murr to adopt Resolution No. 15-20 authorizing the City Manager to sign Task Order 2015-2 with Huibregtse, Louman Associates, Inc. relating to the West Ahtanum Road Annexation-Water Main Extension. Motion carried unanimously.

Resolution No. 15-21 – TIB Consultant Agreement FY 2015 Arterial Preservation Project, W. Ahtanum Road Resurfacing

Motion by Council Member Murr, second by Council Member Olson to adopt Resolution No. 15-21 authorizing the City Manager to sign TIB Consultant Agreement with Huibregtse, Louman Associates, Inc. for the FY 2015 Arterial Preservation Project, W. Ahtanum road Resurfacing. Motion carried unanimously.

City Manager

Resolution No. 15-22 – Police Chief Contract

Motion by Council Member Murr, second by Council Member Lenz to approve Resolution No. 15-22 authorizing execution of employment agreement between the City of Union Gap and Gregory Cobb for the position of Police Chief. Voting on the motion Ayes – Lenz, Butler, Murr, and Wentz; Nays – Carney, Olson, and Matson. Motion carried.

Ordinance No. 2874 – Setting the Police Chief's Salary

Motion by Council Member Murr, Second by Council Member Lenz to approve Ordinance No. 2874 setting the salary for the Police Chief. Voting on the motion Ayes – Lenz, Butler, Matson, Murr, and Wentz; Nays – Carney and Olson. Motion carried.

Items from the Audience

None.

City Manager Report

City Manager Otterness stated that he would like the council to consider a possible concessionaire contract for managing the Barn and Activities Buildings. He stated his concern that the city is not in the Hospitality business and a private concessionaire might do a better job than the city. Park Board member Ron Simmons commented on the limited availability of staff to show the buildings as needed. He recommended better use of the City's website for advertising park facilities.

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – April 13, 2015*

<u>Communications/Questions /Comments</u>	Council Member Carney inquired how much revenue has been received from marijuana sales. Finance & Administration Director Clifton stated \$1,524 was received in January but this number included non-marijuana related sales for one of the marijuana retailers.
<u>Development of next agenda</u>	None.
<u>Other Business</u>	None.
<u>Adjournment of Meeting</u>	At 6:53 p.m. Mayor Wentz adjourned the April 13, 2015 regular Council Meeting.

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

ATTEST

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



## City Council Communication

**Meeting Date:** April 27, 2015  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers, April 27, 2015

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**SYNOPSIS:** Claim Vouchers Dated April 27, 2015

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 89989 through 90047 in the amount of \$497,149.67.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Claim Voucher Roster  
2. Distribution Report



# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2015 To: 04/30/2015

Time: 15:51:35 Date: 04/21/2015

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2269	04/14/2015	Claims	2	EFT	US BANK - CHECKING	112.85	ANALYSIS FEE - 03/2015
2277	04/27/2015	Claims	2	EFT	WA STATE DEPT OF REVENUE	9,775.37	EXCISE TAX - 03/2015
2333	04/27/2015	Claims	2	EFT	US BANK CARDMEMBER SVC	1,298.86	WABO SPRING TRAINING - SPURLOCK; WABO SPRING TRAINING - CAVANAUGH
2245	04/14/2015	Claims	2	89990	WA STATE DEPT OF LICENSING	47.75	PD VEHICLE REGISTRATION
2334	04/27/2015	Claims	2	89991	AM SAN	53.57	PD SUPPLIES-DISINFECTANT DEODORANT AEROSOL
2335	04/27/2015	Claims	2	89992	LESLIE BECKWORTH	88.70	Refund Utility Deposit
2336	04/27/2015	Claims	2	89993	BLUMENTHAL UNIFORMS &	129.72	CHIEF BADGE-COBB
2337	04/27/2015	Claims	2	89994	BROADWAY IRRIGATION CO.	270.00	2302 S 3RD AVE ANNUAL IRRIGATION FEE
2338	04/27/2015	Claims	2	89995	CRAIG G BUNTING	7.99	STORMWATER CLASS
2339	04/27/2015	Claims	2	89996	VICTORIA CALLIA	135.79	Refund Utility Deposit
2340	04/27/2015	Claims	2	89997	CANON SOLUTIONS AMERICA	171.23	PD COPIER MAINTENANCE 02/06/15-04/05/15
2341	04/27/2015	Claims	2	89998	CASCADE NATURAL GAS CORP	339.18	PD NATURAL GAS 3/5/15-4/6/15; CH - 03/2015
2342	04/27/2015	Claims	2	89999	JASON G CAVANAUGH	41.46	WABO SPRING TRAINING
2343	04/27/2015	Claims	2	90000	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKETING & SALES-APRIL 2015
2344	04/27/2015	Claims	2	90001	CENTURY LINK	260.17	AG MUSEUM-3/2015; CH - 03/2015
2345	04/27/2015	Claims	2	90002	CHEVRON & TEXACO UNIVERSAL CARD	54.20	PD FUEL-TRAINING
2346	04/27/2015	Claims	2	90003	CINTAS CORP #605	193.67	CH/SR CTR MOP & MAT SVC
2347	04/27/2015	Claims	2	90004	CLASSIC CAR WASH	66.00	PD CAR WASHES MARCH 2015
2348	04/27/2015	Claims	2	90005	DIVCO INC	399.97	HAVAC MAINTENANCE - 2ND QTR 2015
2349	04/27/2015	Claims	2	90006	ELITE TOWING & RECOVERY LLC	77.48	TOWING-PD CHARGER, FD DURANGO
2350	04/27/2015	Claims	2	90007	EXTREME PRODUCTS	6,050.00	PD BALLISTIC PLATES
2351	04/27/2015	Claims	2	90008	GEARJAMMER	1,185.35	PD FUEL MARCH 16-31, 2015
2352	04/27/2015	Claims	2	90009	KAREN HALEY	4.63	OVERPAYMENT REFUND
2353	04/27/2015	Claims	2	90010	HILLBILLY HAULERS	373.29	PD LAWN CARE
2354	04/27/2015	Claims	2	90011	IIMC	300.00	2015/2016 MEMBERSHIP;
2355	04/27/2015	Claims	2	90012	INDEPENDENT WATER SERVICE INC	11.36	2015/2016 MEMBERSHIP; CH - WA & COOLER RENT - 03/15
2356	04/27/2015	Claims	2	90013	INTEGRA TELECOM	2,465.59	CH - 04/2015; PD PHONES 04/03/15-05/02/15
2357	04/27/2015	Claims	2	90014	KENYON DISEND, PLLC	88.00	PROFESSIONAL SVC - 03/2015
2358	04/27/2015	Claims	2	90015	LAW OFFICES OF MARGITA DORNAY	7,083.33	PROSECUTING ATTORNEY - 04/2015
2359	04/27/2015	Claims	2	90016	LOWES COMPANY INC	16.29	PD SUPPLIES-DUCT TAPE & EXTRA KEYS FOR BIKE SHED/ RANGE
2360	04/27/2015	Claims	2	90017	MAILFINANCE	714.11	POSTAGE MACHINE LEASE 05/15 - 08/15

## WARRANT/CHECK REGISTER

CITY OF UNION GAP  
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Time: 15:51:35 Date: 04/21/2015

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2361	04/27/2015	Claims	2	90018	NATIONAL LEAGUE OF CITIES	1,117.00	DIRECT MEMBER DUES 2015
2362	04/27/2015	Claims	2	90019	NEOFUNDS BY NEOPOST	500.00	POSTAGE - 04/2015
2363	04/27/2015	Claims	2	90020	NOB HILL CLEANERS	31.59	PD DRY CLEANING-COBB
2364	04/27/2015	Claims	2	90021	OFFICE DEPOT	72.62	PD SUPPLIES-FILE WALL MOUNT, SUGGESTION BOX, VELCRO
2365	04/27/2015	Claims	2	90022	OFFICE SOLUTIONS NORTHWEST	157.14	POST IT'S; PENS; COPY PAPER
2366	04/27/2015	Claims	2	90023	JORY OLNEY	13.41	Refund Utility Deposit
2367	04/27/2015	Claims	2	90024	PACIFIC POWER	1,408.18	PD POWER MARCH 3-APRIL 1, 2015; CH-4/2015; 102 W AHTANUM - 03/2015; 3007 2ND ST/107 W AHTANUM RD - 03/15; AG MUSEUM-3/15
2368	04/27/2015	Claims	2	90025	PEPSI COLA - YAKIMA	84.35	PD WATER DELIVERY & RENTAL MARCH 2015
2369	04/27/2015	Claims	2	90026	PETTY CASH	8.47	MISC RCTS - 04/2015
2370	04/27/2015	Claims	2	90027	SAN DIEGO POLICE EQUIPMENT CO INC	426.50	PD AMMUNITION-12 GA 00 BUCK, 12GA 1OZ HYDRA SHOK SLUG
2371	04/27/2015	Claims	2	90028	SEA-WESTERN INC	97,322.43	SCBA EQUIPMENT
2372	04/27/2015	Claims	2	90029	SIX ROBBLEES INC	3.62	CENTER MOUNT REF
2373	04/27/2015	Claims	2	90030	DON C. SMITH	481.77	LEOFF 1 RX REIMBURSEMENT; LEOFF 1 RX REIMBURSEMENT
2374	04/27/2015	Claims	2	90031	TACTICAL SUPPLY	66.36	TACTICAL 5.56 SINGLE MAG ODG
2375	04/27/2015	Claims	2	90032	TACTICAL TAILOR	126.33	PD SUPPLIES-SEWING/CUSTOM MODS 12 LE BELT KEEPERS, POLICE ID BADGES
2376	04/27/2015	Claims	2	90033	TOPPENISH CITY	3,621.84	JAIL BILLING MARCH 2015
2377	04/27/2015	Claims	2	90034	UNITED STATES POSTMASTER	780.62	UB STATEMENTS POSTAGE - 04/2015
2378	04/27/2015	Claims	2	90035	VERIZON WIRELESS	85.57	CITY ADMINISTRATOR - 04/2015
2379	04/27/2015	Claims	2	90036	WA HOMICIDE INV ASSOC	75.00	WHIA MEMBERSHIP 2015-COBB, MCKINLEY, RIVERA
2380	04/27/2015	Claims	2	90037	WA MUNICIPAL CLERKS ASSN	150.00	2015 MEMBERSHIP
2381	04/27/2015	Claims	2	90038	WA ST DEPT OF EMPLOYMENT SECURITY	430.77	1ST QTR 2015
2382	04/27/2015	Claims	2	90039	WA STATE AUDITOR	1,548.75	2012 - 2013 AUDIT - 03/2015
2383	04/27/2015	Claims	2	90040	WA STATE PATROL	88.50	BACKGROUND CHECKS - 03/2015
2384	04/27/2015	Claims	2	90041	WAPATO POLICE DEPT	24,795.66	JAIL BILLING MARCH 2015
2385	04/27/2015	Claims	2	90042	YAKIMA CITY TREASURER	295,851.75	1ST QTR 2015 FIRE PROTECTION SVC
2386	04/27/2015	Claims	2	90043	YAKIMA CO DEPT OF CORRECTIONS	3,475.34	PD JAIL BILLING MARCH 2015
2387	04/27/2015	Claims	2	90044	YAKIMA CO DISTRICT COURT	24,932.33	MUICIPAL COURT OPERATING AGREEMENT - 04/2015

## WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2388	04/27/2015	Claims	2	90045	YAKIMA VALLEY TOURISM	3,284.83	DOMAIN RENEWALS, GOOGLE ADWORDS, WA TOURISM ANNUAL MEMBERSHIP, TRAVEL ISSUE MAY/JUNE-3/15; FACEBOOK ADVERTISING-12/2014;1/2015 &2/2015 TWITTER ADVERTISING-1/2015&2/2015
2389	04/27/2015	Claims	2	90046	DELTON W YOUNG PHD	2,500.00	FORENSIC PSYCHOLOGICAL EVALUATION
2390	04/27/2015	Claims	2	90047	CENTURY LINK - LD	18.03	CH LONG DISTANCE - 03/2015; PD PHONES MARCH 2015
						377,091.99	
001 Current Expense Fund						164.94	
101 Street Fund						3,699.70	
107 Convention Center Reserve Fund						1,875.00	
108 Tourism Promotion Area Fund						97,322.43	
113 Fire Truck Reserve Fund						47.75	
115 Police Vehicle Reserve Fund						5,050.00	
123 Criminal Justice Fund						692.69	
131 Drug Seizure Forfeiture Fund						3,913.06	
401 Water Fund						4,902.49	
402 Garbage Fund						2,151.72	
403 Sewer Fund						237.90	
414 Water Deposits						497,149.67	
						497,149.67	Claims: 497,149.67

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: \_\_\_\_\_

( ) Finance Director ( ) Auditing Officer ( ) Deputy Finance Director

# WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 15:59:12 Date: 04/21/2015

MCAG #: 0853

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2269	04/14/2015	Claims	2	EFT	US BANK - CHECKING	112.85	ANALYSIS FEE - 03/2015
			001 - 514 23 49 00		MISCELLANEOUS	112.85	
2277	04/27/2015	Claims	2	EFT	WA STATE DEPT OF REVENUE	9,775.37	EXCISE TAX - 03/2015
			001 - 511 60 53 00		EXTERNAL TAXES	1.08	
			001 - 521 22 31 00		SUPPLIES	41.47	
			001 - 524 20 53 00		EXTERNAL TAXES	22.04	
			401 - 534 50 53 00		EXTERNAL TAXES	3,158.55	
			401 - 534 50 53 00		EXTERNAL TAXES	55.33	
			403 - 535 50 53 00		EXTERNAL TAXES	1,595.60	
			403 - 535 50 53 00		EXTERNAL TAXES	64.71	
			402 - 537 50 53 00		EXTERNAL TAXES	4,516.06	
			001 - 576 80 53 00		EXTERNAL TAXES	320.53	
2333	04/27/2015	Claims	2	EFT	US BANK CARDMEMBER SVC	1,298.86	WABO SPRING TRAINING - SPURLOCK; WABO SPRING TRAINING - CAVANAUGH
			001 - 524 20 43 00		TRAVEL	462.44	
			001 - 524 20 43 00		TRAVEL	186.99	
			001 - 558 60 43 00		TRAVEL	462.44	
			001 - 558 60 43 00		TRAVEL	186.99	
2245	04/14/2015	Claims	2	89990	WA STATE DEPT OF LICENSING	47.75	PD VEHICLE REGISTRATION
			115 - 594 21 49 15		CAPITAL EXPENDITURES -	47.75	
2334	04/27/2015	Claims	2	89991	AM SAN	53.57	PD SUPPLIES-DISINFECTANT DEODORANT AEROSOL
			001 - 521 50 31 00		SUPPLIES	53.57	
2335	04/27/2015	Claims	2	89992	LESLIE BECKWORTH	88.70	Refund Utility Deposit
			414 - 586 00 04 14		DEPOSIT REFUND	88.70	Refund Utility Deposit
2336	04/27/2015	Claims	2	89993	BLUMENTHAL UNIFORMS &	129.72	CHIEF BADGE-COBB
			001 - 521 10 21 00		UNIFORMS & EQUIPMENT	129.72	
2337	04/27/2015	Claims	2	89994	BROADWAY IRRIGATION CO.	270.00	2302 S 3RD AVE ANNUAL IRRIGATION FEE
			401 - 534 50 49 00		MISCELLANEOUS	270.00	
2338	04/27/2015	Claims	2	89995	CRAIG G BUNTING	7.99	STORMWATER CLASS
			403 - 531 30 43 03		STORMWATER-TRAVEL	7.99	
2339	04/27/2015	Claims	2	89996	VICTORIA CALLIA	135.79	Refund Utility Deposit
			414 - 586 00 04 14		DEPOSIT REFUND	135.79	Refund Utility Deposit
2340	04/27/2015	Claims	2	89997	CANON SOLUTIONS AMERICA	171.23	PD COPIER MAINTENANCE 02/06/15-04/05/15
			001 - 528 80 48 00		REPAIRS & MAINTENANCE	171.23	
2341	04/27/2015	Claims	2	89998	CASCADE NATURAL GAS CORP	339.18	PD NATURAL GAS 3/5/15-4/6/15; CH - 03/2015
			001 - 518 20 47 00		UTILITIES/CITY HALL	261.83	
			001 - 521 50 47 00		UTILITIES	77.35	
2342	04/27/2015	Claims	2	89999	JASON G CAVANAUGH	41.46	WABO SPRING TRAINING
			001 - 524 20 43 00		TRAVEL	20.73	
			001 - 558 60 43 00		TRAVEL	20.73	

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2343	04/27/2015	Claims	2	90000	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKETING & SALES-APRIL 2015
					108 - 557 30 41 08 - PROFESSIONAL SERVICES	1,875.00	
2344	04/27/2015	Claims	2	90001	CENTURY LINK	260.17	AG MUSEUM-3/2015; CH - 03/2015
					001 - 511 60 42 01 - COMMUNICATION	6.29	
					001 - 513 10 42 01 - COMMUNICATION	5.35	
					001 - 514 23 42 00 - COMMUNICATIONS	7.39	
					001 - 514 30 42 00 - COMMUNICATIONS	7.39	
					001 - 524 20 42 00 - COMMUNICATION	13.30	
					401 - 534 50 42 00 - COMMUNICATION	11.48	
					403 - 535 50 42 00 - COMMUNICATION	11.48	
					402 - 537 50 42 00 - COMMUNICATION	14.50	
					101 - 543 30 42 00 - COMMUNICATION	11.60	
					001 - 558 60 42 00 - COMMUNICATION	16.00	
					107 - 571 10 42 00 - COMMUNICATION-AG MU	155.39	
2345	04/27/2015	Claims	2	90002	CHEVRON & TEXACO UNIVERSAL CARD	54.20	PD FUEL-TRAINING
					001 - 521 40 32 00 - FUEL CONSUMED	54.20	
2346	04/27/2015	Claims	2	90003	CINTAS CORP #605	193.67	CH/SR CTR MOP & MAT SVC
					001 - 518 31 45 00 - OPERATING RENTALS & LE	86.37	
					001 - 571 21 45 00 - OPERATING RENTALS & LE	107.30	
2347	04/27/2015	Claims	2	90004	CLASSIC CAR WASH	66.00	PD CAR WASHES MARCH 2015
					001 - 521 10 48 00 - REPAIRS & MAINTENANCE	11.00	CHIEF CAR WASHES
					001 - 521 21 48 00 - REPAIRS & MAINTENANCE	5.50	DET CAR WASHES
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	49.50	PATROL CAR WASHES
2348	04/27/2015	Claims	2	90005	DIVCO INC	399.97	HAVAC MAINTENANCE - 2ND QTR 2015
					001 - 518 20 48 00 - REPAIRS & MAINTENANCE	399.97	
2349	04/27/2015	Claims	2	90006	ELITE TOWING & RECOVERY LLC	77.48	TOWING-PD CHARGER, FD DURANGO
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	38.74	
					001 - 522 20 48 00 - REPAIRS & MAINTENANCE	38.74	
2350	04/27/2015	Claims	2	90007	EXTREME PRODUCTS	6,050.00	PD BALLISTIC PLATES
					001 - 521 21 21 00 - UNIFORMS & EQUIPMENT	500.00	
					123 - 521 22 21 23 - UNIFORMS & EQUIPMENT	5,050.00	
					131 - 521 30 21 31 - UNIFORMS & EQUIPMENT	500.00	
2351	04/27/2015	Claims	2	90008	GEARJAMMER	1,185.35	PD FUEL MARCH 16-31, 2015
					001 - 521 10 32 00 - FUEL	32.89	CHIEF FUEL
					001 - 521 21 32 00 - FUEL	68.75	DETECTIVE FUEL
					001 - 521 22 32 00 - FUEL	1,083.71	PATROL FUEL
2352	04/27/2015	Claims	2	90009	KAREN HALEY	4.63	OVERPAYMENT REFUND
					401 - 586 01 04 01 - 210-10) WATER REFUNDS	4.63	
2353	04/27/2015	Claims	2	90010	HILLBILLY HAULERS	373.29	PD LAWN CARE
					001 - 521 50 41 00 - PROFESSIONAL SERVICES	373.29	
2354	04/27/2015	Claims	2	90011	HMC	300.00	2015/2016 MEMBERSHIP; 2015/2016 MEMBERSHIP
					001 - 514 30 49 00 - MISCELLANEOUS	120.00	
					001 - 514 30 49 00 - MISCELLANEOUS	180.00	
2355	04/27/2015	Claims	2	90012	INDEPENDENT WATER SERVICE INC	11.36	CH - WA & COOLER RENT - 03/15

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			001 - 518 31 31 00 -		SUPPLIES	5.00	
			001 - 518 31 45 00 -		OPERATING RENTALS & LF	6.36	
2356	04/27/2015	Claims	2	90013	INTEGRA TELECOM	2,465.59	CH - 04/2015; PD PHONES 04/03/15-05/02/15
			001 - 518 88 42 00 -		COMMUNICATION	1,843.52	
			001 - 528 80 42 00 -		COMMUNICATION	622.07	
2357	04/27/2015	Claims	2	90014	KENYON DISEND, PLLC	88.00	PROFESSIONAL SVC - 03/2015
			001 - 511 60 41 01 -		PROFESSIONAL SERVICES	88.00	
2358	04/27/2015	Claims	2	90015	LAW OFFICES OF MARGITA DORNAY	7,083.33	PROSECUTING ATTORNEY - 04/2015
			001 - 515 30 41 00 -		PROFESSIONAL SERVICES	7,083.33	
2359	04/27/2015	Claims	2	90016	LOWES COMPANY INC	16.29	PD SUPPLIES-DUCT TAPE & EXTRA KEYS FOR BIKE SHED/ RANGE
			001 - 521 22 31 00 -		SUPPLIES	16.29	
2360	04/27/2015	Claims	2	90017	MAILFINANCE	714.11	POSTAGE MACHINE LEASE 05/15 - 08/15
			001 - 514 23 45 00 -		OPERATING RENTALS & LF	126.10	
			001 - 514 30 45 00 -		OPERATING RENTALS & LF	191.56	
			001 - 521 10 45 00 -		OPERATING LEASES & REN	27.97	
			001 - 524 20 45 00 -		OPERATING RENTALS & LF	40.33	
			401 - 534 50 45 00 -		OPERATING RENTALS & LF	82.04	
			403 - 535 50 45 00 -		OPERATING RENTALS & LF	82.03	
			402 - 537 50 45 00 -		OPERATING RENTALS & LF	82.04	
			101 - 543 30 45 00 -		OPERATING RENTALS & LF	82.04	
2361	04/27/2015	Claims	2	90018	NATIONAL LEAGUE OF CITIES	1,117.00	DIRECT MEMBER DUES 2015
			001 - 511 60 49 01 -		MISCELLANEOUS	1,117.00	
2362	04/27/2015	Claims	2	90019	NEOFUNDS BY NEOPOST	500.00	POSTAGE - 04/2015
			001 - 511 60 42 01 -		COMMUNICATION	14.29	
			001 - 513 10 42 01 -		COMMUNICATION	70.93	
			001 - 514 23 42 00 -		COMMUNICATIONS	86.83	
			001 - 514 30 42 00 -		COMMUNICATIONS	51.41	
			001 - 521 10 42 00 -		COMMUNICATION	1.77	
			001 - 524 20 42 00 -		COMMUNICATION	25.95	
			401 - 534 50 42 00 -		COMMUNICATION	58.43	
			403 - 535 50 42 00 -		COMMUNICATION	58.42	
			403 - 535 50 42 00 -		COMMUNICATION	58.42	
			101 - 543 30 42 00 -		COMMUNICATION	58.43	
			001 - 558 60 42 00 -		COMMUNICATION	13.56	
			001 - 576 80 42 00 -		COMMUNICATION	1.56	
2363	04/27/2015	Claims	2	90020	NOB HILL CLEANERS	31.59	PD DRY CLEANING-COBB
			001 - 521 10 21 00 -		UNIFORMS & EQUIPMENT	31.59	
2364	04/27/2015	Claims	2	90021	OFFICE DEPOT	72.62	PD SUPPLIES-FILE WALL MOUNT, SUGGESTION BOX, VELCRO
			001 - 528 80 31 00 -		OFFICE & OPERATING SUP	72.62	
2365	04/27/2015	Claims	2	90022	OFFICE SOLUTIONS NORTHWEST	157.14	POST IT'S; PENS; COPY PAPER
			001 - 511 60 31 01 -		SUPPLIES	2.29	
			001 - 513 10 31 00 -		SUPPLIES	10.79	
			001 - 513 10 31 00 -		SUPPLIES	31.37	
			001 - 514 23 31 00 -		SUPPLIES	17.40	
			001 - 514 30 31 00 -		SUPPLIES	3.70	

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			001 - 514 30 31 00 - SUPPLIES			17.81	
			001 - 521 10 31 00 - SUPPLIES			0.28	
			001 - 524 20 31 00 - SUPPLIES			4.85	
			401 - 534 50 31 00 - SUPPLIES			11.54	
			403 - 535 50 31 00 - SUPPLIES			11.53	
			402 - 537 50 31 00 - SUPPLIES			28.75	
			101 - 543 30 31 00 - SUPPLIES			11.54	
			001 - 558 60 31 00 - SUPPLIES			2.86	
			001 - 576 80 31 00 - SUPPLIES			2.43	
<b>2366</b>	<b>04/27/2015</b>	<b>Claims</b>	<b>2</b>	<b>90023</b>	<b>JORY OLNEY</b>		<b>13.41 Refund Utility Deposit</b>
			414 - 586 00 04 14 - DEPOSIT REFUND			13.41	Refund Utility Deposit
<b>2367</b>	<b>04/27/2015</b>	<b>Claims</b>	<b>2</b>	<b>90024</b>	<b>PACIFIC POWER</b>		<b>1,408.18 PD POWER MARCH 3-APRIL 1, 2015; CH-4/2015; 102 W AHTANUM - 03/2015; 3007 2ND ST/107 WAHTANUM RD - 03/15; AG MUSEUM-3/15</b>
			001 - 518 20 47 00 - UTILITIES/CITY HALL			242.11	
			001 - 518 20 47 00 - UTILITIES/CITY HALL			16.87	
			001 - 518 20 47 00 - UTILITIES/CITY HALL			501.10	
			001 - 521 50 47 00 - UTILITIES			388.62	
			107 - 571 10 47 00 - UTILITIES-AG MUSEUM			259.48	
<b>2368</b>	<b>04/27/2015</b>	<b>Claims</b>	<b>2</b>	<b>90025</b>	<b>PEPSI COLA - YAKIMA</b>		<b>84.35 PD WATER DELIVERY &amp; RENTAL MARCH 2015</b>
			001 - 521 22 31 00 - SUPPLIES			71.00	
			001 - 521 22 45 00 - OPERATING RENTALS & LE			12.00	
			001 - 521 22 49 00 - MISCELLANEOUS			1.35	
<b>2369</b>	<b>04/27/2015</b>	<b>Claims</b>	<b>2</b>	<b>90026</b>	<b>PETTY CASH</b>		<b>8.47 MISC RCTS - 04/2015</b>
			001 - 511 60 42 01 - COMMUNICATION			5.39	
			403 - 531 30 42 00 - STORMWATER COMMUNIC			0.49	
			101 - 542 30 43 00 - TRAVEL			0.49	
			001 - 558 60 42 00 - COMMUNICATION			0.70	
			001 - 576 80 42 00 - COMMUNICATION			1.40	
<b>2370</b>	<b>04/27/2015</b>	<b>Claims</b>	<b>2</b>	<b>90027</b>	<b>SAN DIEGO POLICE EQUIPMENT CO INC</b>		<b>426.50 PD AMMUNITION-12 GA 00 BUCK, 12GA 1OZ HYDRA SHOK SLUG</b>
			001 - 521 40 31 00 - OFFICE & OPERATING SUP			426.50	
<b>2371</b>	<b>04/27/2015</b>	<b>Claims</b>	<b>2</b>	<b>90028</b>	<b>SEA-WESTERN INC</b>		<b>97,322.43 SCBA EQUIPMENT</b>
			113 - 596 22 64 13 - MACHINERY & EQUIPMEN			97,322.43	
<b>2372</b>	<b>04/27/2015</b>	<b>Claims</b>	<b>2</b>	<b>90029</b>	<b>SIX ROBBLEES INC</b>		<b>3.62 CENTER MOUNT REF</b>
			001 - 521 22 31 00 - SUPPLIES			3.62	
<b>2373</b>	<b>04/27/2015</b>	<b>Claims</b>	<b>2</b>	<b>90030</b>	<b>DON C. SMITH</b>		<b>481.77 LEOFF 1 RX REIMBURSEMENT; LEOFF 1 RX REIMBURSEMENT</b>
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			389.79	
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			91.98	
<b>2374</b>	<b>04/27/2015</b>	<b>Claims</b>	<b>2</b>	<b>90031</b>	<b>TACTICAL SUPPLY</b>		<b>66.36 TACTICAL 5.56 SINGLE MAG ODG</b>
			131 - 521 30 21 31 - UNIFORMS & EQUIPMENT			66.36	
<b>2375</b>	<b>04/27/2015</b>	<b>Claims</b>	<b>2</b>	<b>90032</b>	<b>TACTICAL TAILOR</b>		<b>126.33 PD SUPPLIES- SEWING/CUSTOM MODS 12 LE BELT KEEPERS, POLICE ID BADGES</b>
			131 - 521 30 21 31 - UNIFORMS & EQUIPMENT			126.33	
<b>2376</b>	<b>04/27/2015</b>	<b>Claims</b>	<b>2</b>	<b>90033</b>	<b>TOPPENISH CITY</b>		<b>3,621.84 JAIL BILLING MARCH 2015</b>
			001 - 523 20 51 00 - DETENTION & CORRECTIC			3,621.84	

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2377	04/27/2015	Claims	2	90034	UNITED STATES POSTMASTER	780.62	UB STATEMENTS POSTAGE - 04/2015
					401 - 534 50 42 00 - COMMUNICATION	260.21	
					403 - 535 50 42 00 - COMMUNICATION	260.21	
					402 - 537 50 42 00 - COMMUNICATION	260.20	
2378	04/27/2015	Claims	2	90035	VERIZON WIRELESS	85.57	CITY ADMINISTRATOR - 04/2015
					001 - 513 10 42 01 - COMMUNICATION	85.57	
2379	04/27/2015	Claims	2	90036	WA HOMICIDE INV ASSOC	75.00	WHIA MEMBERSHIP 2015- COBB, MCKINLEY, RIVERA
					001 - 521 10 49 00 - MISCELLANEOUS	25.00	CHIEF MEMBERSHIP
					001 - 521 21 49 00 - MISCELLANEOUS	50.00	DETECTIVE MEMBERSHIP
2380	04/27/2015	Claims	2	90037	WA MUNICIPAL CLERKS ASSN	150.00	2015 MEMBERSHIP
					001 - 514 30 49 00 - MISCELLANEOUS	150.00	
2381	04/27/2015	Claims	2	90038	WA ST DEPT OF EMPLOYMENT SECURITY	430.77	1ST QTR 2015
					001 - 522 20 20 00 - PERSONNEL BENEFITS	-67.11	
					001 - 576 80 20 00 - PERSONNEL BENEFITS	497.88	
2382	04/27/2015	Claims	2	90039	WA STATE AUDITOR	1,548.75	2012 - 2013 AUDIT - 03/2015
					001 - 514 23 41 00 - PROFESSIONAL SERVICES	1,548.75	
2383	04/27/2015	Claims	2	90040	WA STATE PATROL	88.50	BACKGROUND CHECKS - 03/2015
					001 - 521 10 51 00 - INTERGOVERNMENTAL PR	88.50	
2384	04/27/2015	Claims	2	90041	WAPATO POLICE DEPT	24,795.66	JAIL BILLING MARCH 2015
					001 - 523 20 51 00 - DETENTION & CORRECTIC	24,795.66	
2385	04/27/2015	Claims	2	90042	YAKIMA CITY TREASURER	295,851.75	1ST QTR 2015 FIRE PROTECTION SVC
					001 - 522 10 51 00 - INTERGOV. PROF. SERVICE	295,851.75	
2386	04/27/2015	Claims	2	90043	YAKIMA CO DEPT OF CORRECTIONS	3,475.34	PD JAIL BILLING MARCH 2015
					001 - 523 20 51 00 - DETENTION & CORRECTIC	3,475.34	
2387	04/27/2015	Claims	2	90044	YAKIMA CO DISTRICT COURT	24,932.33	MUICIPAL COURT OPERATING AGREEMENT - 04/2015
					001 - 512 50 51 01 - INTERGOVERNMENTAL PR	24,932.33	
2388	04/27/2015	Claims	2	90045	YAKIMA VALLEY TOURISM	3,284.83	DOMAIN RENEWALS, GOOGLE ADWORDS, WA TOURISM ANNUAL MEMBERSHIP, TRAVEL ISSUE MAY/JUNE-3/15; FACEBOOK ADVERTISING-12/2014;1/2015&2 /2015 TWITTER ADVERTISING-1/2015&2/2015
					107 - 557 30 41 00 - YAKIMA VALLEY TOURISM	2,140.45	
					107 - 557 30 41 00 - YAKIMA VALLEY TOURISM	1,144.38	
2389	04/27/2015	Claims	2	90046	DELTON W YOUNG PHD	2,500.00	FORENSIC PSYCHOLOGICAL EVALUATION
					001 - 515 20 41 03 - PROF SERVICES-CONFLICT	2,500.00	
2390	04/27/2015	Claims	2	90047	CENTURY LINK - LD	18.03	CH LONG DISTANCE - 03/2015; PD PHONES MARCH 2015
					001 - 511 60 42 01 - COMMUNICATION	0.94	
					001 - 513 10 42 01 - COMMUNICATION	2.70	



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		001 - 514 23 42 00 -		COMMUNICATIONS	0.94	
		001 - 514 30 42 00 -		COMMUNICATIONS	0.94	
		001 - 524 20 42 00 -		COMMUNICATION	0.94	
		001 - 528 80 42 00 -		COMMUNICATION	0.94	
		001 - 528 80 42 00 -		COMMUNICATION	6.34	
		401 - 534 50 42 00 -		COMMUNICATION	0.85	
		403 - 535 50 42 00 -		COMMUNICATION	0.84	
		402 - 537 50 42 00 -		COMMUNICATION	0.94	
		101 - 543 30 42 00 -		COMMUNICATION	0.84	
		001 - 558 60 42 00 -		COMMUNICATION	0.82	
		511 Legislative			1,235.28	
		512 Judicial			24,932.33	
		513 Executive			206.71	
		514 Finance			4,466.59	
		515 Legal Services			9,583.33	
		521 Law Enforcement			36,911.99	
		522 Fire Control			295,823.38	
		576 Park Facilities			3,932.38	
		001 Current Expense Fund			377,091.99	
		542 Streets - Maintenance			0.49	
		543 Streets Admin & Overhead			164.45	
		101 Street Fund			164.94	
		514 Finance			3,699.70	
		107 Convention Center Reserve Fund			3,699.70	
		514 Finance			1,875.00	
		108 Tourism Promotion Area Fund			1,875.00	
		594 Capital Expenditures			97,322.43	
		113 Fire Truck Reserve Fund			97,322.43	
		594 Capital Expenditures			47.75	
		115 Police Vehicle Reserve Fund			47.75	
		521 Law Enforcement			5,050.00	
		123 Criminal Justice Fund			5,050.00	
		521 Law Enforcement			692.69	
		131 Drug Seizure Forfeiture Fund			692.69	
		534 Water Utilities			3,908.43	
		580 Non Expeditures			4.63	
		401 Water Fund			3,913.06	
		537 Garbage & Solid Waste Utilitys			4,902.49	
		402 Garbage Fund			4,902.49	
		531 Natural Resources			7.99	
		535 Sewer			2,143.24	
		538 Other Utilities/Activities			0.49	
		403 Sewer Fund			2,151.72	
		580 Non Expeditures			237.90	
		414 Water Deposits			237.90	

**WARRANT/CHECK REGISTER**

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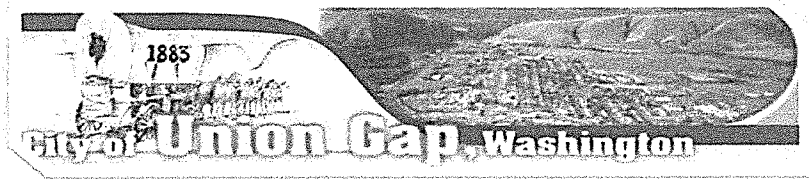
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
							Claims: 497,149.67
							497,149.67

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: \_\_\_\_\_

( ) Finance Director ( ) Auditing Officer ( ) Deputy Finance Director



## City Council Communication

**Meeting Date:** April 27, 2015  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Advance Travel Vouchers – April 27, 2015

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**SYNOPSIS:** Advance Travel Vouchers Dated April 27, 2015 for the month of March, 2015.

**RECOMMENDATION:** Request Council to approve Voucher No. 1240 in the amount of \$211.26.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Advance Travel Voucher Roster

# WARRANT/CHECK REGISTER

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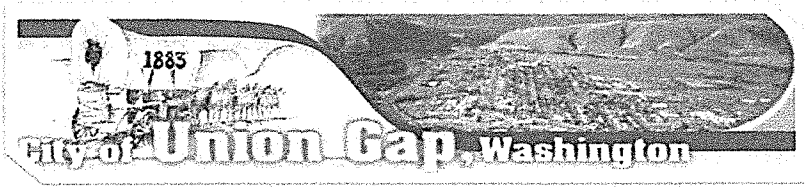
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1571	03/16/2015	Claims	638	1240	LYNETTE BISCONER	211.26	WMCA CONFERENCE
			636		Advanced Travel Expense Fund	211.26	
					* Transaction Has Mixed Revenue And Expense Accounts	211.26	
							Claims: 211.26

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: \_\_\_\_\_

( ) Finance Director ( ) Auditing Officer ( ) Deputy Finance Director



## City Council Communication

**Meeting Date:** April 27, 2015  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Petty Cash Vouchers – April 27, 2015

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**SYNOPSIS:** Petty Cash Vouchers Dated April 27, 2015 for the month of March, 2015.

**RECOMMENDATION:** Request Council to approve Voucher No. 1837 in the amount of \$80.00.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Petty Cash Voucher Roster

**WARRANT/CHECK REGISTER**

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1907	03/18/2015	Claims	637	1837	CATERING CREATIONS BY TONI	80.00	YVCOG MTG - DS, RO, GC, RW
635 Petty Cash						80.00	
* Transaction Has Mixed Revenue And Expense Accounts						80.00	Claims: 80.00

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: \_\_\_\_\_

( ) Finance Director ( ) Auditing Officer ( ) Deputy Finance Director



## City Council Communication

**Meeting Date:** April 27, 2015  
**From:** Rod Otterness, City Manager  
**Topic/Issue:** Resolution – Public Defense Contract

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**SYNOPSIS:** New caseload standards effective January 1, 2015 require an additional part-time public defender.

**RECOMMENDATION:** Approve a resolution authorizing execution of the attached public defense contract which follows the format of the public defense contract previously approved by the City Council.

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

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

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Public Defense Contract

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

A **RESOLUTION** authorizing the City Manager to sign a contract with the Barry Woodard for public defense services.

**WHEREAS**, New caseload standards effective January 1, 2015 require an additional part-time public defender;

**WHEREAS**, the City wishes to contract with Barry Woodard for public defense services;

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

The City Manager is authorized to sign a contract with Barry Woodard for public defense services.

**PASSED** this 27<sup>th</sup> day of April, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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



## CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Union Gap, Washington (hereinafter "City") provides public defense services pursuant to contract with attorney Barry Woodard (hereinafter "Public Defender"), and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. Compensation. The City shall pay to the Public Defender for services rendered under this Contract the sum of \$178 per case assigned which is the amount for a bi-lingual attorney or an attorney who provides Spanish-language translation available at the Public Defender's cost as may be necessary for communication with clients. Public Defender may make a monthly draw of up to \$2850 per month against assigned case counts upon approval of Contract Administrator.**

The compensation amount represents the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.2 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office

facilities. As provided in Section 2.3, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision with an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he/she will devote his/her full effort to the performance of this agreement and will undertake no private practice of law or other public contract that would impede his/her ability to perform under this agreement or reduce the case count available to each Attorney. **The Public Defender additionally represents that he has Spanish-language translation available at his cost to communicate with clients in either Spanish or English as may be necessary.**

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

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

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

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

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

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

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

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

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

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

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

3. Term. The term of this agreement shall be for one year from April 15, 2015 through April 15, 2016, unless sooner terminated as provided herein. The Agreement may be extended for two additional one year terms at the mutual agreement of the parties.

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

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

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

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

3.3.2 The provisions of sections 1 and 5, as well as this subsection 3.3 survive termination as to the Public Defender. The City shall remain bound by the provisions of section 2.2 with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

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

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

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

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

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

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

7. Work Performed by Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

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

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

**CITY:**

City Manager  
City of Union Gap  
107 W. Ahtanum Rd  
Union Gap, WA 98903

**PUBLIC DEFENDER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

CITY OF UNION GAP

By: \_\_\_\_\_  
Rodney Otterness, City Manager

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF CITY ATTORNEY

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

PUBLIC DEFENDER

By: \_\_\_\_\_  
Barry Woodard

4-27-15