# UNION GAP CITY COUNCIL REGULAR MEETING AGENDA MONDAY, MAY 11, 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 April 27, 2015, As attached to the Agenda and maintained in electronic format.

B. Approve Vouchers:

Claims Vouchers – EFT's and Voucher Nos. 90069 through 90148 for May 11, 2015, in the amount of \$454,927.97;

Payroll Vouchers – EFT's and Voucher Nos. 41372 through 41386 and 90048 through 90068 for April 30, 2015, in the amount of \$317,160.10.

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 Discussion;	Borton & Sons Development Agreement -
2.	Resolution No Boundary Review Bo	Annexation to the Washington State pard - Discussion;
3.	Resolution No.	Atlas Staffing Inc Staffing Agreement;

4. Resolution No. - People for People - Site Use Agreement.

### **Public Safety**

Wellness Expenditure – Fitness Facility Equipment.

- 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

Charter Communication Letter

- VIII. DEVELOPMENT OF NEXT AGENDA
  - IX. ANY OTHER BUSINESS
  - X. ADJOURN REGULAR MEETING



# City Council Communication

**Meeting Date:** 

May 11, 2015

From:

Dennis Henne; Director of Public Works & Community Development

Topic/Issue:

Resolution - Borton and Sons Development Agreement - Discussion

**SYNOPSIS:** the City Council conducted a public meeting on July 28, 2014 to consider a Notice of Intent to Annex allowing Borton & Sons Inc. to develop certain properties within the proposed annexation area. Following the public meeting the City Council determined the proposed annexation will be conditioned upon a development agreement addressing infrastructure issues pursuant to RCW 36.70b.170

Attached is a proposed Development Agreement between the City and Borton and Sons, Inc. regarding the development of such property and establishing certain development rights.

**RECOMMENDATION** Review draft Development Agreement in anticipation of consideration of the Development Agreement after public hearing scheduled for special Council meeting on May 18, 2015.

**LEGAL REVIEW:** Reviewed by City attorney

FINANCIAL REVIEW: N/A

### **BACKGROUND INFORMATION:**

Public meeting on July 28, 2014

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 

1. Resolution

2. Development Agreement

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

A RESOLUTION authorizing the City Manager to sign a Development Agreement between the City and Borton and Sons, Inc. regarding the annexation and development of such property in establishing certain development rights.

WHEREAS, the City wishes to enter into a Development Agreement between the City and Borton and Sons, Inc. for the purpose of confirming and memorializing conditions and requirements for the grant of certain benefits obtained by BORTON in exchange for certain obligations as outlined in the agreement. (hereinafter referred to as the "Agreement");

WHEREAS, the CITY and BORTON recognize the mutual benefits arising from annexation and development of the project and have determined that this Development Agreement is appropriate, and desire to enter into this Agreement;

WHEREAS, This Agreement will, among other things, eliminate uncertainty and long term planning, provide for the orderly annexation and development of the project on a comprehensive basis consistent with the City's current Comprehensive Plan and zoning ordinance, provide for extension of public utility services benefitting both the project and public, provide significant new employment opportunities within the municipal boundaries, ensure effective utilization of resources and provide substantial tax benefits to the CITY and otherwise enhance the public welfare of the community;

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

The City Manager is authorized to sign a Development Agreement between the City and Borton and Sons, Inc. for development of such property and in establishing certain development rights.

PASSED this day of, 20	15.
	Roger Wentz, Mayor
ATTEST:	APPROVED AS TO FORM:
Karen Clifton, City Clerk	Bronson Brown, City Attorney

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### **DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Union Gap (CITY), a Washington Municipal Corporation, and Borton and Sons, Inc. (BORTON), a Washington corporation for the purpose of confirming and memorializing conditions and requirements for the grant of certain benefits obtained by BORTON in exchange for certain obligations as outlined in this agreement. This Agreement relates to portions of property described in the attached Exhibit "A". This Agreement is authorized by RCW 36.70B.170, et seq.

#### **RECITALS**

- A. To strengthen the public planning process, encourage private participation in comprehensive planning and to reduce the economic risk of development, the legislature of the State of Washington enacted RCW 36.70B.170 through 36.70B.210 (the "Development Agreement Statute"), which authorizes a local government to enter into a Development Agreement with the owner of real property regarding the annexation and development of such property in establishing certain development rights.
- B. BORTON has filed a Petition for Annexation that includes a substantial development proposal contemplating construction of new packing and storage facilities. CITY has determined that the annexation and project are appropriate and seek to facilitate the development of property in the newly annexed area; and
- C. BORTON is the owner of real property within the newly annexed area and legally described in attached *Attachment "A"*; and
- D. CITY and BORTON recognize the mutual benefits arising from annexation and development of the project and have determined that this Development Agreement is appropriate, and desire to enter into this Agreement. This Agreement will, among other things, eliminate uncertainty and long term planning, provide for the orderly annexation and development of the project on a comprehensive basis consistent with the City's current Comprehensive Plan and zoning ordinance, provide for extension of public utility services benefitting both the project and public, provide significant new employment opportunities within the municipal boundaries, ensure effective utilization of resources and provide substantial tax benefits to the CITY and otherwise enhance the public welfare of the community; and
- E. BORTON and CITY have reviewed and agreed upon the extension of utilities and other improvements to serve the public (including oversizing of utilities) and otherwise support the construction and operation of fruit packing and storage facilities with total expected building costs of \$25,000,000 initially and up to \$15,000,000 for future Phase 2 ("PROJECT"); and

- F. Annexation and project development will provide significant public benefits including expansion of current employment base, extension of public utility service (sewer and water) benefitting properties within the service area and addressing environmental deficiencies, expanding the business and light industrial base for the community, increasing tax revenues and tax base, and otherwise providing for the orderly expansion of the CITY'S Urban Growth Area (UGA).
- G. Whereas, CITY with BORTON'S support has been approved for SIED grant and loan funds in the amount of \$1.5 million to be applied to the cost of utilities and other improvements.

Now, therefore be it resolved that the parties hereby agree as follows:

#### AGREEMENT

- 1. <u>Annexation</u>. CITY and BORTON agree to the annexation of real property more particularly described in attached *Attachment "A"*. The parties agree to cooperate in the processing and finalization of the annexation and shall take such steps as are reasonable or necessary for finalization of the annexation in an expeditious manner including transfer of regulatory jurisdiction. BORTON is the owner of a portion of the real property within the annexed area and enters into this agreement for the purpose of establishing and confirming the respective commitments and responsibilities of the parties with respect to the annexation and associated development projects.
- 2. <u>Improvements</u>. CITY and BORTON will construct street, sanitary sewer, and potable water improvements as more fully described in the attached Exhibit "B" (collectively "IMPROVEMENTS") which details preliminary cost estimates.
  - (a) <u>SIED Fund Application</u>. CITY agrees to commit SIED funds in the total sum of \$1,500,000 to fund IMPROVEMENTS. BORTON shall be responsible for any costs in excess of SIED funds with respect to IMPROVEMENTS. CITY and BORTON shall cooperate in efforts to reduce costs associated with IMPROVEMENTS.
  - (b) <u>Designation of Public Components</u>. The portion of IMPROVEMENTS constructed with SIED funds shall be constructed as a public project utilizing available SIED funds. The public component shall be constructed as a public works project subject to applicable regulations. BORTON may construct the remainder of IMPROVEMENTS as a private project to CITY standards and design.
- 3. <u>Payment</u>. CITY has received approval from the SIED Board for \$750,000 in grant funding and \$750,000 in loan funding proceeds exclusively to pay for IMPROVEMENTS. BORTON shall provide a bank letter of credit or comparable security or comparable security to ensure payment of the costs for the private constructed IMPROVEMENTS and additional public contract costs as approved by BORTON to ensure satisfactory completion of IMPROVEMENTS.

#### Cost Overruns:

- (a) The intent of the parties to this agreement is to maximize the use of SIED grand and loan funds to construct public infrastructure. For bidding purposes, the proposed improvements will be divided into public improvements (funded using SIED funds) and private improvements (paid for by Borton). Based on engineering judgment, the limits between public and private improvements will be noted on the plans. Based on the results of the bid opening, this division point between public and private improvements may be adjusted to maximize the use of the SIED funds.
- (b) Borton Fruit will be responsible for all project costs over and above the amount of the SIED funds, provided BORTON shall not be responsible for increased project costs caused by CITY or CONTRACTOR acts or omissions. As a publically funded project, cost increases will be incorporated into the contract approved by CITY and BORTON. The CITY shall administer change orders to minimize cost increases.
- 4. <u>Sales Tax</u>. The PROJECT will generate additional CITY revenue in general sales taxes. The sales tax revenues to the CITY anticipated from the PROJECT may equal or exceed the amount of the SIED loan.
- 5. Loan Repayment. The \$750,000 in SIED loan funding shall be paid by CITY.
- 6. Sales Tax Accounting. The intent of the CITY and BORTON is to use sales tax revenue from the PROJECT to pay back the SIED loan. To assist in the receipting and accounting for sales taxes, CITY may create a unique fund and/or accounting record for the collected sales taxes. To assist in the receipting and accounting for sales taxes received by CITY as the result of PROJECT costs, BORTON shall take such measures as may reasonably be necessary in the opinion of the City to accurately establish actual payment and receipt of such taxes. BORTON shall code and report sales taxes in a manner that maximizes allocation to the CITY under applicable laws. CITY shall have the additional right to review BORTON project records and payments of such taxes. Any review shall maintain in confidence the records and information reviewed for purposes of the review.
- 7. Ownership of IMPROVEMENTS. Unless otherwise specifically agreed to in writing by CITY all IMPROVEMENTS shall become and remain the property of CITY. BORTON shall provide CITY with easements as may be necessary on property it owns or controls for such IMPROVEMENTS. Such easements shall include not only IMPROVEMENTS as contemplated by this agreement but as are normally needed for street and utility purposes of any present or reasonably anticipated future uses consistent with current easements dedicated to utilities in other parts of the city.
- 8. Zoning. Upon annexation of the PROPERTY, the PROPERTY will be zoned as more particularly set forth on attached zoning map. Attachment B. The primary zoning of the BORTON property will be Wholesale/Warehouse District (W/W). CITY acknowledges that the primary project is development of fruit packing facilities, pack fruit storage, bulk fruit storage and Control Atmosphere (CA) storage. The PROJECT will include accessory uses

including wastewater ponds, spray fields, agricultural market and/or stand, fruit bin storage, sales and similar uses. CITY confirms that the proposed uses are permitted Class 1 uses (UGMC 17.04.0-Table of Permitted Land Uses). Accessory uses associated with a project are also authorized as incidental and subordinate to the principal use of the project facilities. UGMC 17.04.050(A).

- 9. <u>Vesting Applicable Regulations</u>. BORTON shall have the vested right to develop its annexation property for a period of twenty (20) years in accordance with laws and development regulations existing on the date of annexation. Applicable laws shall include the ordinances, rules, regulations, official policies, standards and specifications of the CITY as well as applicable state and federal regulations. Such laws shall be vested and not subject to change or amendment. RCW 36.70B.180. CITY reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety. RCW 36.70B.170(4).
- 10. <u>Water</u>. Municipal water lines will be extended to the annexation area. The cost for water lines extension has been estimated and incorporated into IMPROVEMENTS as more particularly set forth herein. With respect to water rights and usage of current wells, the parties agree as follows:
  - (a) Transfer of Water Rights. Upon transferring water service to CITY, BORTON will analyze the annual potable water needs for the future. BORTON will provide a deed for a water right to the CITY equal to the projected consumptive use and total use. This deed will be transferred to the CITY three (3) months following commencement of water usage. It is acknowledged and agreed that BORTON will use existing ground water rights to supply water for industrial uses within the development. BORTON water usage will be re-evaluated each five (5) years and additional water rights will be transferred to the CITY to maintain a neutral water budget.
  - (b) <u>Exempt Wells</u>. Individual private wells located within the boundaries of the development with exempt water rights shall be governed by UGMC 12.04.015. BORTON will not be required to mitigate for water rights for those dwellings with individual private wells at time of water service transfer to the CITY.
- 11. <u>Road Improvements</u>. As part of the construction of any new phase of development, BORTON will extend frontage improvements along Ahtanum Road across the parcel (as) under development, in accordance with Development Standards. BORTON and CITY acknowledge that Ahtanum Road is under the jurisdiction of the City of Yakima west of the intersection of 16<sup>th</sup> Avenue and Yakima County beyond. CITY and BORTON shall cooperate and coordinate with respect to construction of such improvements and processing of any associated use applications.
- 12. <u>Applicable Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in the state and federal courts of Yakima County, Washington.

- 13. <u>Binding Effect.</u> This agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, assigns, and personal representatives.
- 14. <u>Attorney's Fees</u>. In the event that any lawsuit is instituted by either party to this Agreement arising out of or pertaining to this Agreement, including any appeals and collateral actions relative to such lawsuit, the substantially prevailing party as determined by the court shall be entitled to recover its reasonable attorney's fees, expert witness fees, and all costs and expenses incurred relative to such lawsuit from the substantially nonprevailing party, in addition to such other relief as may be awarded.
- 15. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties with respect to this matter. It may not be modified except in a writing signed by the party against whom enforcement of the modification is sought.
- 16. <u>Waiver</u>. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.
- 17. <u>Severability</u>. This Agreement is expressly made and entered into under the authority of RCW 36.70B.170 et seq. Should any court of competent jurisdiction find any provision of this Agreement to be invalid under RCW 36.70B or otherwise, the remainder of this Agreement shall remain in full force and effect.
- 18. Recording. This Agreement shall be recorded in the Yakima County Auditor's office.
- 19. <u>Public Hearing and City Council Approval</u>. This Agreement has been approved following a public hearing pursuant to RCW 36.70B.200.

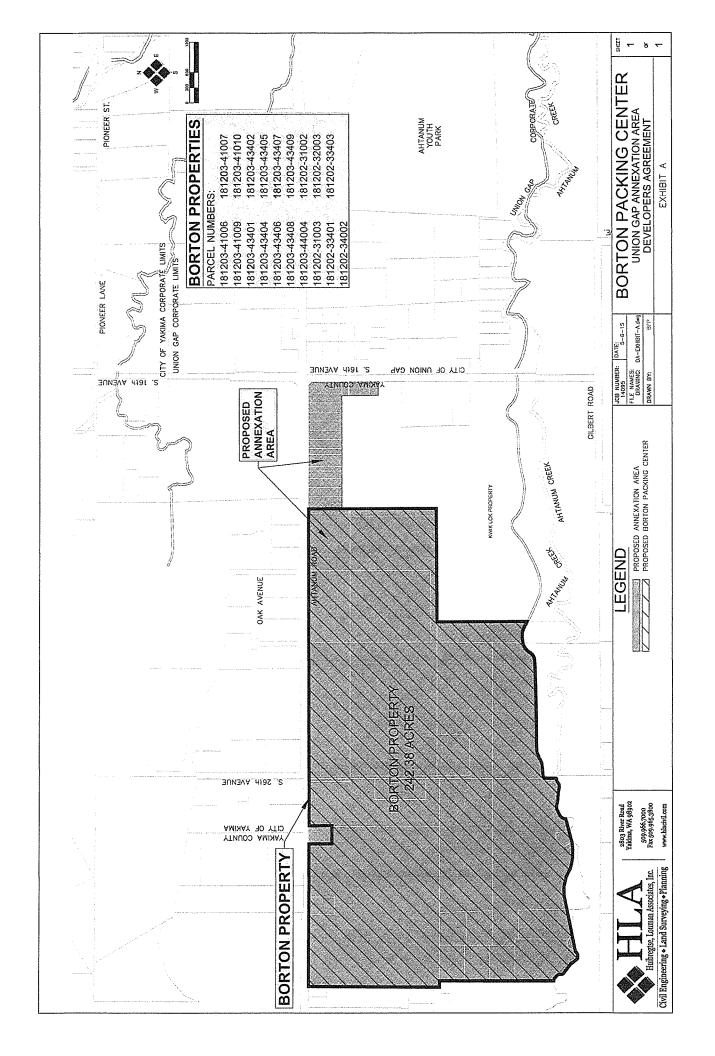
Executed as of the date and year first above written.

Borton and Sons, Inc.	City of Union Gap, Washington		
By:	By:		
Date:	Date:		
Approved as to Form by:	Approved as to Form by:		
James Carmody, Attorney for Borton and Sons, Inc.	Bronson Brown, City Attorney		

STATE OF WASHINGTON )	
) ss. COUNTY OF YAKIMA )	
who appeared before me, and said person a and on oath stated that said person is	ctory evidence that JOHN E. BORTON is the person acknowledged that said person signed this instrument, authorized to execute this instrument on behalf of ree and voluntary act of such entity for the uses and
Dated this day of 20	015.
	NOTARY PUBLIC in and for the State of Washington, residing at
STATE OF WASHINGTON ) ) ss. COUNTY OF YAKIMA )	
person who appeared before me, and said instrument, and on oath stated that said per	factory evidence that RODNEY OTTERNESS is the d person acknowledged that said person signed this rson is authorized to execute this instrument on behalf free and voluntary act of such entity for the uses and
Dated this day of 20	015.
	NOTARY PUBLIC in and for the State of Washington, residing at

### Attachment A

[PROPERTY]



### Attachment B

### [IMPROVEMENTS COST ESTIMATES]

### City of Union Gap

### Borton Packing Center



Preliminary Project Cost Estimate HLA Project No. 15012

Project Element	Esti	Estimated Cost			
Street Improvements	\$	673,600			
Potable Water Improvements	\$	1,459,300			
Sanitary Sewer Improvements	\$ 	1,027,700			
Total Project Cost	\$	3,160,600			

# City of Union Gap Borton Packing Center

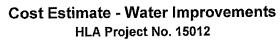


### Cost Estimate - Street Improvements HLA Project No. 15012

ITEM No.	ITEM	UNIT	APPROX. QUANTITY		UNIT PRICE		OTAL
			AND THE RESERVE THE PARTY OF TH			•	20,000
1	Mobilization (7%)	LS	1	\$	29,900	\$	29,900
2	Maintenance & Protection of Traffic	LS	1	\$	15,000	\$	15,000 600
3	Construction Signs, Class A	SF	40	\$	15	and the second control of the second con-	1,000
4	SPCC Plan	LS	1	\$	1,000	\$	AND RESIDENCE OF THE PARTY OF T
5	Erosion / Water Pollution Plan	LS	1	\$	2,000	\$	2,000
6	Clearing & Grubbing	LS	1	\$	4,000	\$	4,000
7	Removal of Structures and Obstructions	LS	1	\$	5,000	\$	5,000
8	Cement Concrete Curb & Gutter	LF	2,600	\$	10	\$	26,000
8	Cement Concrete Sidewalk - 4" Thick	SY	1,444	\$	35	\$	50,540
9	Commercial Road Approach	EA	4	\$	3,500	\$	14,000
10	Permanent Signing	EA	4	\$	300	\$	1,200
11	HMA	TON	53	\$	90	\$	4,770
12	Crushed Surfacing Top Course	TON	450	\$	19	\$	8,550
13	Catch Basin, Type 1	EA	12	\$	1,500	\$	18,000
14	Catch Basin, Type 2	EA	4	\$	2,500	\$	10,000
15	Drain Rock Envelope	LF	400	\$	100	\$	40,000
16	CDS Unit	EA	8	\$	000,8	\$	64,000
17	(2) Schedule 40 Pvc Electrical Conduit, 2" Dia. ((Electrical)	LF	2600	\$	20	\$	52,000
18	Schedule 40 Pvc Electrical Conduit, 2" Dia.(Telephone)	LF	2600	\$	10	\$	26,000
19	Schedule 40 Pvc Electrical Conduit, 2" Dia.(Cable)	LF	2600	\$	10	\$	26,000
20	Electrical Transformer Box	EA	12	\$	1,500	\$	18,000
21	Junction Box	EA	12	\$	350	\$	4,200
22	Illumination	EA	12	\$	3,000	\$	36,000
<del></del>							
l		Subtotal				\$	456,760
		Continge	ncies (10%)			\$	45,700
l			w/ Contingencies	\$		\$	502,460
Fetima	te prepared by:	Sales Ta	x (8.1%)			\$	40,700
	to properous ay.	Total Est	Total Estimated Construction Cost			\$	543,160
1							
l		Design E	ngineering (12%	)		\$	65,200
Michae	I R. Heit, PE		tion Engineering		o)	\$	65,240
	gtse, Louman Associates, Inc.		timated Street I			\$	673,600

### City of Union Gap

### **Borton Packing Center**





ITEM No.	ITEM	UNIT	APPROX. QUANTITY		UNIT PRICE		TOTAL COST
	14. 1. W. 14. 170()	LS	1	\$	63,800	\$	63,800
1	Mobilization (7%) Maintenance & Protection of Traffic	LS	The second secon	s	10,000	\$	10,000
2	Construction Signs, Class A	SF	40	\$	15	\$	600
3	SPCC Plan	LS	1	\$	500	\$	500
4	Erosion / Water Pollution Plan	LS	1	S	2,000	\$	2,000
5	The second secon	LS	1	\$	2,000	\$	2,000
6	Clearing & Grubbing Removal of Structures and Obstructions	LS		\$	5.000	\$	5,000
7	12" Butterfly Valve	EA	9	\$	1,500	\$	13,500
8	16" Butterfly Valve	EA	1	s	2,700	\$	2,700
9	DI Water Main, 12" Dia.	LF	4,700	\$	60	\$	282,000
	DI Water Main, 16" Dia.	LF	1,000	\$	80	\$	80,000
10 11	Booster Pump Station	EA	1	\$	300.000	\$	300.000
12	Fire Hydrant Assembly	EA EA	8	\$	3.800	\$	30,400
13	Selact Backfill, as directed	CY	1,000	\$	30	\$	30,000
14	Asphalt Pavement Repair	SY	700	\$	50	\$	35,000
15	Aspahlt Treated Base (ATB)	TON	640	\$	75	\$	48,000
16	HMA CL 1/2" PG 64-28	TON	320	\$	90	\$	28,800
17	Crushed Surfacing Base Course	TON	1.700	\$	19	\$	32,300
18	Testing Water Main	LF	5,700	s	1.50	\$	8,550
10	Testing water Main	<u> </u>		<u> </u>		<u> </u>	
		Subtotal				\$	975,150
		Continger	ncies (10%)			\$	97,500
		Subtotal v	w/ Contingencies	3		\$	1,072,650
Estimat	te prepared by:	Sales Tax	Sales Tax (8.1%)			\$	86,880
		Total Esti	mated Construc	tion C	ost	\$	1,159,530
		Design F	ngineering (12%	١		\$	139,100
NE: - b	LD that DE	, ,	tion Engineering	•	)	\$	150,670
Muibres Huibres	l R. Heit, PE gtse, Louman Associates, Inc.		ity Street-Break		,	\$	10,000
		Total Est	imated Water In	mpr. (	Cost	\$	1,459,300

### Assumptions:

- 1 Water extention terminated at 26th Avenue.
- 2 Water pipe is "In Place" price which includes dewatering.
- 3 Assumes 1/2 cost of half width street rebuild (Yakima Section) for water and sewer extension.

# City of Union Gap Borton Packing Center



### Cost Estimate - Sewer Improvements HLA Project No. 15012

ITEM No.	ITEM	UNIT	APPROX. QUANTITY	1	UNIT PRICE		TOTAL COST
and the second second				<u> </u>	45,200	\$	45,200
1	Mobilization (7%)	LS LS		\$	10,000	\$	10,000
2	Maintenance & Protection of Traffic	SF	50	\$	15,000	\$	750
3	Construction Signs, Class A	LS	1	\$	500	\$	500
4	SPCC Plan	LS	1	\$	2.000	\$	2,000
5	Erosion / Water Pollution Plan	LS	1	\$	2,000	\$	2,000
6	Clearing & Grubbing	LS	1	\$	10,000	\$	10.000
7	Removal of Structures and Obstructions	LS LF	4.810	\$	10,000	\$	4,810
8	Shoring or Extra Excavation	LF LF	Name and Advanced to the Advanced Printer of the Company of the Co	\$	85	\$	408,850
9	PVC Sanitary Sewer Main, 12" Dia.	EA EA	4,810 18	\$	2,500	\$	45,000
10	Sanitary Sewer Manhole	CY	1,000	\$	2,300	\$	30,000
11	Selact Backfill, as directed	TON	640	\$	75	\$	48,000
11	Aspahlt Treated Base (ATB)	Contract and Contr	320	\$	90	\$	28,800
12	HMA CL 1/2" PG 64-28	TON	1.700	\$	19	\$	32,300
13	Crushed Surfacing Base Course	TON	1,700	\$	10	\$	1,000
14	Natural Surface Repair	SY	THE RESIDENCE OF THE PARTY OF T		1.50	\$	7,200
15	Testing Sewer Main	LF.	4,800	\$	15.000	\$	
16	Minor Change	FA	1	3	15,000	ъ	15,000
		Subtotal				\$	691,410
			ncies (10%)			\$	69,100
		1 -	w/ Contingencies	<b>.</b>		\$	760,510
Fetimat	te prepared by:	Sales Tax				\$	61,600
Louina	to propured by.		mated Construct	tion C	ost	\$	822,110
		Dosian 5	ngineering (12%	١		\$	98,700
Minber-	In Date DE	1 -	tion Engineering		1	Ŝ	106,890
	I R. Heit, PE	Construct	non Engineering	(1370)	1		100,000
muibreg	gtse, Louman Associates, Inc.	Total Est	imated Sewer I	mpr. (	Cost	\$	1,027,700

### Assumptions:

- 1 BPC Sewer Main extention terminated at 26th Avenue.
- 2 Sewer flows in excess of 0.10 MGD will require a new lift station and forcemain for discharge to Valley Mall Blvd.
- 3 Sewer pipe is "In Place" price which includes dewatering.
- 4 Assumes 1/2 cost of half width street rebuild (Yakima Section) for water and sewer extension.



# City Council Communication

Meeting Date:

May 11, 2015

From:

Dennis Henne; Director of Public Works & Community Development

Topic/Issue:

Resolution - Annexation to the Washington State Boundary Review Board -

Discussion

**SYNOPSIS:** Borton & Sons Inc. proposed annexation is ready to proceed to the Washington State Boundary Review Board for Yakima County.

**RECOMMENDATION**: authorize staff to prepare and submit a Notice of Intention to Annex to the Washington State Boundary Review Board for Yakima County.

**LEGAL REVIEW:** City attorney reviewed the resolution.

FINANCIAL REVIEW: N/A

### BACKGROUND INFORMATION: Public meeting on July 28, 2014

Public meeting on July 28, 2014

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

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

**A RESOLUTION** authorizing Borton & Sons Inc. Annexation to proceed to the Washington State Boundary Review Board for Yakima County.

**WHEREAS,** a Notice of Intent to Annex was initiated by Borton & Sons Inc. pursuant to RCW 35A.14.120 (petition method);

**WHEREAS**, the City Council considered the Notice of Intent and then set a public meeting concerning the Notice of Intent to Annex;

**WHEREAS**, the City Council conducted a public meeting on July 28, 2014 to consider the Notice of Intent to Annex;

WHEREAS, following the public meeting the City Council determined the following:

a. The City will accept the proposed annexation;

TA COTTO :1:

- b. The proposed annexation will require simultaneous adoption of a proposed zoning regulation as provided for in RCW 35A.14.330 and 35A.14.340;
- c. The proposed annexation will be conditioned upon a development agreement addressing infrastructure issues pursuant to RCW 36.70b.170; and,
- d. The area to be annexed will assume existing city indebtedness.

**WHEREAS**, because the above described conditions for Annexation have been or are being achieved, the Union Gap City Council now wishes to send the Notice of Intent to annex to the Washington State Boundary Review Board for Yakima County.

WHEREAS, The City requires the assumption of indebtedness, requires the adoption of a proposed zoning regulation, and requires that a Development Agreement be agreed upon, and the City Council shall record this action in its minutes and the Petition for Annexation, which Borton Fruit intends to circulate, shall be drawn as to clearly indicate these factors. Approval of the form and substance of the Petition for Annexation by the City Council is a condition precedent to the actual circulation of the Petition;

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

The City Council authorizes the City staff to submit a Notice of Intent to annex the Borton & Sons Annexation Area to the Washington State Boundary Review Board for Yakima County.

PASSED this, 2015.	
	Roger Wentz, Mayor
ATTEST:	APPROVED AS TO FORM:
Karen Clifton, City Clerk	Bronson Brown, City Attorney



# City Council Communication

Meeting Date:

May 11, 2015

From:

Dennis Henne; Director of Public Works & Community Development

Topic/Issue:

Resolution – Atlas Staffing, Inc. – Staffing Agreement

**SYNOPSIS:** Provides resource for seasonal park laborers.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign a Staffing

Agreement with Atlas Staffing, Inc.

**LEGAL REVIEW:** Resolution has been reviewed by the City Attorney.

**FINANCIAL REVIEW:** Funds are available in the 2015 budget.

### **BACKGROUND INFORMATION:**

Discussed at the May 4<sup>th</sup> Public Works/Community Development Committee meeting

**ADDITIONAL OPTIONS: N/A** 

**ATTACHMENTS:** 

1. Resolution

2. Staffing Agreement

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

**A RESOLUTION**, authorizing the City Manager to sign a Staffing Agreement between the City of Union Gap and Atlas Staffing, Inc.

WHEREAS, Atlas Staffing, Inc. provides temporary staffing, and

**WHEREAS**, The City desires to utilize Atlas Staffing, Inc. to provide seasonal park laborers, and

**WHEREAS**, Atlas Staffing, Inc. desires to provide this service in accordance with the agreement.

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

That the City Manager is authorized to sign a Staffing Agreement with Atlas Staffing, Inc. for seasonal park laborers.

PASSED this 11th day of May, 2015.

	Roger Wentz, Mayor
ATTEST:	APPROVED AS TO FORM:
Karen Clifton, City Clerk	Bronson Brown, City Attorney

### **General Staffing Agreement**

This General Staffing Agreement ("Agreement") is made and entered into as of April 24, 2015, ("Effective Date") by and between Atlas Staffing, Inc., with its principal office located at 920 N. Argonne Road, #308, Spokane Valley, WA 99212 ("STAFFING FIRM"), and City of Union Gap, with its principal office located at 102 Ahtanum Road, Yakima, WA (CLIENT"). The parties are hereinafter referred to collectively as "Parties."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions as set forth herein.

#### STAFFING FIRM

### 1. Duties and Responsibilities

#### STAFFING FIRM will

- a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A and will be responsible for the following;
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. When applicable, require Assigned Employees to sign confidentiality agreements (in a form to be agreed upon by the Parties) before they begin their assignments to CLIENT;
- e. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA") the Health Insurance Portability and Accountability Act ("HIPPA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reemployment rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA); and
- f. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

If STAFFING FIRM's performance of its obligations under this Agreement is prevented or delayed by any act or omission of CLIENT, or its agents, employees, subcontractors, or consultants, STAFFING FIRM shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by CLIENT, in each case, to the extent arising directly or indirectly from such prevention or delay.

### 1.2 Rights

In addition to STAFFING FIRM'S duties and responsibilities set forth in paragraph 1, STAFFING FIRM has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM's employment policies relating to Assigned Employee conduct at the worksite.

#### **CLIENT**

#### 2. Duties and Responsibilities

**CLIENT will** 

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide commercial automobile insurance pursuant to WA State Law on any vehicle or mobile equipment owned leased, or rented by CLIENT, and operated by Assigned Employees at the direction of CLIENT during such operation, and provide proof of such insurance to STAFFING FIRM prior to allowing Assigned Employees to operate any vehicle or mobile equipment; In addition, a separate document *may* be required signed by client releasing Atlas Staffing from any liability caused by Assigned Employee while operating a vehicle or mobile equipment owned by Client.
- d. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- e. Not change Assigned Employees' job duties without STAFFING FIRM'S express prior written approval; and
- f. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

#### Payment Terms, Bill Rates, and Fees

- 3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement on a weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT will pay the undisputed portion. CLIENT agrees to pay all costs, including reasonable attorney's fees, incurred by STAFFING FIRM to collect fees owed by CLIENT pursuant to this Agreement.
- 4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT, will be billed at 150% of the regular bill rate.)
- 5. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within 180 days after the last day worked on any assignment of the Assigned Employee to CLIENT from STAFFING FRIM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM for his or her next 250 consecutive work hours for CLIENT; or (b) pay STAFFING FIRM a fee in the amount of 50 times the final billing rate for that Assigned Employee, or \$1200, whichever is higher. CLIENT agrees payment hereunder is agreed upon liquidated damages and not a penalty.

#### **Confidential Information**

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

#### Cooperation

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

### Indemnification and Limitation of Liability

9. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1;

or the negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities set forth in paragraph 1.

- 10. To the extent permitted by law, CLIENT will defend indemnify and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- 11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even is such party has been advised of the possibility of such damages.
- 12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 5 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the and defense of any such matter.
- 13. The provisions in paragraph 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

#### Miscellaneous

- 14. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applies in any dispute regarding the meaning of any provision of this Agreement.
- 15. The Agreement will be governed by and construed in accordance with the laws of the State of Washington, without reference to any conflicts of law principles thereof and the parties submit to the jurisdiction and venue of the state and federal courts located in Spokane County, Washington, for any question or controversy arising out of this Agreement.
- 16. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
- 17. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- 18. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

- 19. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
- 20. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- 21. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- 22. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
- 23. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- 24. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

### **Terms of Agreement**

25. This Agreement will be valid until December 31, 2015 from the Effective Date. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminated the agreement upon 12 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

City	Staffing Firm
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

# EXHIBIT A SAMPLE RATE SCHEDULE Other positions negotiable

Job Title – Description	Hourly Pay Rate	Hourly Bill Rate
Park Maintenance	\$10.00 / hr	\$15.20 / hr
Client	Staffing Firm	,
Signature	Signature	
Printed Name	Printed Name	
Title	Title	
Date	Date	



# City Council Communication

**Meeting Date:** 

May 11, 2015

From:

Dennis Henne; Director of Public Works & Community Development

Topic/Issue:

Resolution – People for People – Site Use Agreement

**SYNOPSIS:** People for People currently provides food and nutrition services to senior citizens in Union Gap and they require a Site Use Agreement with the City to continue to provide this service.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign a Site Use Agreement with People for People.

**LEGAL REVIEW:** The City Attorney has reviewed the resolution and Site Use Agreement.

**FINANCIAL REVIEW:** these costs are included in the 2015 budget to cover this expense.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 

1. Resolution

2. Letter from People for People

3. Site Use Agreement

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

**A RESOLUTION,** authorizing the City Manager to sign a Site Use Agreement between the City of Union Gap and People for People.

WHEREAS, People for People provides food and nutrition services to senior citizens, and

WHEREAS, People for People desires to provide these services at the Union Gap Senior Citizen Center in the Ahtanum Youth Park in accordance with the agreement.

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

That the City Manager is authorized to sign a Site Use Agreement with People for People to provide food and nutrition services to senior citizens at the Senior Citizen Center located in Ahtanum Youth Park.

PASSED this 11th day of May, 2015.

	Roger Wentz, Mayor
ATTEST:	APPROVED AS TO FORM:
Karen Clifton, City Clerk	Bronson Brown, City Attorney



February 26, 2015

Mayor Roger Wentz Union Gap, City Hall 102 West Ahtanum Road Union Gap, WA 98903

RE: Union Gap Senior Center Site Use Agreement

Dear Mayor Wentz,

Enclosed for your review and signature are two copies of the Union Gap Senior Center Site Use Agreement between People For People and the City of Union Gap. Please use the enclosed self-addressed envelope to return a signed copy to:

People For People Attention: Madelyn Carlson 304 West Lincoln Ave Yakima, WA 98902

Thank you in advance for your help in completing the agreement and your continued effort to support the citizens of Yakima County. Feel free to contact me with any questions.

Sincerely,

Madelyn Carlson

People For People, CEO

Madelyn Carlson

Enclosure:

- Two Union Gap Senior Center Site Use Agreements.

### UNION GAP SENIOR CENTER SITE USE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Union Gap (hereinafter the "City"), and People For People.

WHEREAS, People For People provides food and nutrition services to senior citizens, and

WHEREAS, People For People desires to provide these services at the Union Gap Senior Center, 1000 Ahtanum Road, Suite 3, Union Gap, WA 98903, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein it is agreed by and between the City and People For People as follows:

1. <u>Food Services.</u> People For People shall provide food services to senior citizens at the Union Gap Senior Center generally between 10:00 a.m. to 2:00 p.m., Monday, Tuesday, Thursday and Friday. People For People shall utilize the dining room, kitchen facilities and equipment, dishes, utensils and glassware at the Union Gap Senior Center for these purposes. People For People shall request permission in advance to use the said facilities and equipment in the event such use is needed outside the said time period. After each use, People For People shall leave the kitchen, kitchen facilities/equipment, dishes, glassware, and utensils in a clean and orderly condition.

The City shall notify People For People at least three (3) business days in advance if use of the Senior Citizen Center space and facilities for other purposes is going to pre-empt People For People's food service operation at the Center. Additionally, the City will try to schedule outside speakers and activities at the Center in a manner that will not unduly interfere with People For People's food service operations at the Center. The City shall be responsible for maintaining the kitchen facilities and associated equipment.

- **Consideration.** As consideration for the food services provided pursuant to this Agreement, the City agrees that it will forego any fees to People For People for use of the Union Gap Senior Center for such operation. People For People shall provide the City with an "inkind" receipt on a quarterly basis for use.
- 3. <u>Term of Agreement.</u> The term of this Agreement shall commence on March 9, 2015 and shall continue until terminated by either party in accordance with Section 16 of this Agreement.
- 4. <u>Independent Contractor.</u> People For People and the City understand and expressly agree that People For People is an independent contractor, and none of People For People's employees shall be considered an employee of the City. People For People and People For People's employees shall make no claim of City employment or claim any related employment benefits from the City, including but not limited to, medical benefits, social security, and retirement benefits.

- 5. <u>Taxes and Assessments.</u> People For People shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement.
- 6. <u>Insurance.</u> People For People understands and acknowledges that the City maintains comprehensive liability insurance for its benefit, and further, that such insurance does not provide any coverage for the benefit of People For People, including its officials, officers, agents, and employees. People For People shall maintain a policy of comprehensive liability insurance with combined single limit coverage of at least \$5,000,000 for the duration of this Agreement. People For People shall provide the City with a certificate of insurance or insurance binder evidencing that said insurance is in effect. People For People is required to provide 30 day notice of cancellation of such insurance and provide proof of continued coverage.
- 7. <u>Nondiscrimination.</u> With regard to the provision of food services under this Agreement, People For People shall not illegally discriminate against any person on the grounds of race, creed, color, religion, national origin, political affiliation, sex, marital status, age, or the presence of any sensory, mental, or physical handicap.
- 8. The Americans With Disabilities Act. People For People agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et. Seq. (ADA), and its implementing regulations, and its state counterpart contained in RCW Chapter 49.60 and its implementing regulations. The ADA and RCW Chapter 49.60 provide comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.
- 9. <u>Compliance With Law.</u> People For People agrees to perform the services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

### 10. Indemnification and Hold Harmless.

- a. People For People agrees to hold harmless, indemnify, and defend the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of People For People, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of People For People's services, duties and obligations under this Agreement.
- b. The City agrees to hold harmless, indemnify, and defend People For People, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties and obligations under this Agreement.

- c. In the event that the officials, officers, agents, and/or employees of both People For People and the City are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).
- d. Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.
- e. This Paragraph 10 shall survive the termination of this Agreement.
- 11. <u>Delegation of Professional Services</u>. The services provided for herein shall be performed by People For People, and no other persons other than regular associates or employees of People For People shall be engaged upon such work or services except upon written approval of City.
- 12. <u>Assignment.</u> This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by People For People to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of People For People as stated herein.
- 13. <u>Waiver of Breach.</u> The waiver by People For People or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.
- 14. <u>Severability.</u> If any portion of this Agreement is changed per mutual agreement or any portion is held invalid; the remainder of the Agreement shall remain in full force and effect.
- 15. <u>Integration.</u> This Agreement sets forth all the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.
- 16. <u>Termination</u>. Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days advance written notice of termination.
- 17. <u>Notices.</u> Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

TO CITY OF UNION GAP:	Rodney Otterness City Manager City of Union Gap, City Hall 102 West Ahtanum Road Union Gap, WA 98903 (509) 248-0432
TO PEOPLE FOR PEOPLE:	Madelyn Carlson Chief Executive Officer People For People 304 West Lincoln Yakima, WA 98902 (509) 248-6726
delivered. Such notices shall be deeme	y registered or certified mail, postage prepaid, or hand ed effective at the time mailed or hand delivered at the all provide written notification within 15 calendar days
18. Governing Law. This Agreement with the laws of the State of Washington.	t shall be governed by and construed in accordance
19. <u>Venue.</u> The venue for any action Superior Court of Washington for Yakima	to enforce or interpret this Agreement shall lie in the County, Washington.
or otherwise pursuant to the laws of the gov	shall approve this Agreement by resolution, ordinance verning body of each party. The attested signatures of eople below shall constitute a presumption that such
CITY OF UNION GAP	PEOPLE FOR PEOPLE
By: Rodney Otterness	Madelyn Carlson, CEO
Date:	Date:
Attest:	Attest:
Karen Clifton, City Clerk	Leigh Anderson, CFO
City Contract No	

Page 4 of 4

Resolution No.



# City Council Communication

**Meeting Date:** 

May 11, 2015

From:

Gregory Cobb, Chief of Police

**Topic / Issue:** 

Wellness Expenditure – Fitness Facility Equipment

**SYNOPSIS:** At the April Wellness Committee meeting, the committee recommended a purchase of equipment for the City's fitness room. The items costs are approximately \$1,000.00.

**RECOMMENDATION:** Authorize purchase of needed fitness room equipment not to exceed \$1,000.00.

**LEGAL REVIEW: N/A** 

FINANCIAL REVIEW: There are funds in the 2015 wellness budget for these costs.

**BACKGROUND INFORMATION: N/A** 

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A

### **COMMUNICATIONS/QUESTIONS/COMMENTS**



April 28, 2015

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

RE: Charter/Comcast Transaction

Dear Mr. Otterness,

This is to inform you that Comcast Corporation has decided to terminate its merger agreement with Time Warner Cable and its related transactions with Charter Communications. As a consequence, there will be no change to the cable service provider in your area. Charter (through one of its subsidiaries) will continue to hold the cable franchise in your community.

All of us at Charter are excited about the future. The Company's mission remains unchanged: to continue our investment in our network and technology innovations, and to focus on providing the highest quality of customer service to bring unmatched value to our subscribers. By delivering on these commitments, Charter provides superior entertainment and communications products that can consistently exceed the expectations of our growing customer base.

Most recently, Charter moved to an all-digital service offering in your community, with over 200 HD video channels and minimum base broadband speeds of 60 Mbps. Charter is also in the process of introducing its new Worldbox set-top box that uses a highly-efficient downloadable security solution, as well its new Spectrum Guide — a state-of-the-art, cloud-based user interface that enhances consumer video services with more features including intuitive search and discovery capabilities with attractive graphics and TV and movie poster art. The Spectrum Guide will be accessible via both Worldbox and equipment currently deployed within the Charter footprint. These investments will provide a more dynamic and efficient user experience for customers in your community.

If you have any questions or comments, please feel free to contact me at (360)258-5108 or marian.jackson@charter.com.

Sincerely,

Marian Jackson

Director, Government Affairs

# **CONSENT AGENDA**

## UNION GAP CITY COUNCIL REGULAR MEETING UNION GAP COUNCIL CHAMBERS

Union Gap, Washington April 27, 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, Public Works/Community Development Deputy Director Spurlock, Finance & Administration Director Clifton, Police Chief

Cobb and PR/AP Technician Bisconer were present.

Audience Present See list.

<u>Pledge of Allegiance</u> Mayor Wentz led the Pledge of Allegiance.

Consent Agenda Motion by Council Member Butler, second by Council Member Lenz to approve

the consent agenda as follows:

Approve Regular Council Meeting Minutes dated April 13, 2015 as attached to

the agenda and maintained in electronic format.

Approve EFT's and Claim Voucher Nos. 89989 through 90047 in the amount

of \$497,149.67 dated April 27, 2015.

Approve Advance travel Voucher No. 1240 in the amount of \$211.26 for the

month of April, 2015.

Approve Petty Cash Voucher No. 1837 in the amount of \$80.00 for the month

of April, 2015.

Adopt Resolution No. -22 authorizing the City Manager to sign a contract

with Barry Woodard for public defense services.

Motion carried unanimously.

Items from the Audience None.

General Items

Public Works/Community

**Development** 

Resolution No. 15-22 – Expenditure Request –

CDBG Application

Motion by Council Member Butler, second by Council Member Murr to adopt Resolution No. 15-22 authorizing funding to prepare application for CDBG grant and USDA loan funds for construction of a senior activity center as part

#### CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES - April 27, 2015

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

Resolution No. 15-23 – Set Public Hearing – City Center Motion by Council Member Butler, second by Council Member Lenz to adopt Resolution No. 15-23 setting a special council meeting public hearing for 6:00 p.m. on Monday, May 18, 2015 to consider application for CDBG grant and USDA loan funding for a senior activity center as part of the City Center project. Voting on the motion Ayes – Lenz, Carney, Olson, Butler, Murr, and Wentz; Nays – Matson. Motion carried.

Advertise for Bids – City Hall Demolition

Motion by Council Member Butler, second by Council Member Murr to authorize advertising for bids for the demolition of the former City Hall Building located at 102 W. Ahtanum Road. Voting on the motion Ayes – Lenz, Butler, Murr, and Wentz; Nays – Carney, Olson, and Matson. Motion carried.

Resolution No. 15-24 – Set Public Hearing – Six Year Transportaion Plan Motion by Council Member Butler, second by Council Member Murr to adopt a resolution setting a public hearing for 6:00 p.m. on June 8, 2015 to consider the Six-Year (2016 – 2021) Transportation Improvement Plan. Motion carried unanimously.

Award Bid – W. Ahtanum Road Resurfacing Project

Motion by Council Member Butler, second by Council Member Murr to authorize award of bid to Granite Construction for the W. Ahtanum Road Resurfacing Project. Motion carried unanimously.

Award Bid – 2014 Water Main Improvements & Main Street Stormwater Improvements – Phase 1 Motion by Council Member Matson, second by Council Member Carney to authorize award of bid to Apollo, Inc. for the 2014 Water Main Improvements and Main Street Stormwater Improvements, Phase I Project. Motion passed unanimously.

## Public Safety

Memorandum of Understanding – US Open Gold Tournament Police Chief Cobb stated that the Pierce Co. Sheriff Office has requested assistance with security requirements during the US Open Golf Tournament that will be held between June 15, 2015 and June 22, 2015. Pierce Co. will reimburse all costs to the City. Motion by Council Member Butler, second by Council Member Carney to authorize execution of contract for assistance. Motion carried unanimously.

Resolution No. 15-25 – Fire Advisory Committee Appointment

Motion by Council Member Murr, second by Council Member Matson to appoint Tracy Richards and Alex Jech to the Fire Advisory Committee. Motion carried unanimously.

## Items from the Audience

Carl Hendricks inquired about the plans for additional discussion of the Beltway Project. Public Works and Community Development Director Henne stated that the City is in the process design of the Longfibre Extension Project phase of the project. Mayor Wentz responded that the City does not have dates

#### CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES - April 27, 2015

scheduled for additional discussion at this point.

Larry Miller asked the City to look into the paving and striping of City roads near Union Gap School.

Tuck Russell requested the City design a roundabout rather than a stop light for traffic control for the Longfibre Extension Project. Motion by Council Member Olson, second by Council Member Carney to design a roundabout in the plans of the Longfibre Extension Project. Motion carried unanimously.

City Manager Report

City Manager Otterness thanked the Union Gap Lions Club for their Earth Day clean-up on 16<sup>th</sup> Avenue north of Ahtanum. He reported that he met with representatives of the Warehouse Theatre Company about possible partnership in the City Center Project. He stated the SIED Board approved a \$750,000 grant and \$750,000 loan for the Borton Annexation Project.

Communications

AWC Notice - Center for Quality Communities

Development of next

agenda

None.

Other Business

None.

Adjournment of Meeting

At 6:40 p.m. Mayor Wentz adjourned the April 27, 2015 regular Council

Meeting.

ATTEST	Rodney Otterness, City Manager
Karen Clifton, City Clerk	



# **City Council** Communication

**Meeting Date:** 

May 11, 2015

From:

Karen Clifton, Director of Finance and Administration

Topic/Issue:

Claim Vouchers, May 11, 2015

**SYNOPSIS:** 

Claim Vouchers Dated May 11, 2015

Request Council to approve EFTs and Voucher Nos. 90069 through 90148 **RECOMMENDATION:** 

in the amount of \$454,927.97.

**LEGAL REVIEW: N/A** 

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION: N/A** 

**ADDITIONAL OPTIONS: N/A** 

**ATTACHMENTS:** 1. Claim Voucher Roster

2. Distribution Report

CITY OF UNION GAP

Time: 10:05:39 Date: 05/06/2015 MCAG #: 0853 05/01/2015 To: 05/31/2015 Page: 1

IVICI	10 11. 0055			V.	3/01/2013 10: 03/31/2013		1 4.50.
Trans	Date	Туре	Acct#	War#	Claimant	Amount	Memo
2597	05/06/2015	Claims	2	EFT	XPRESS BILL PAY		UB ONLINE PAYMENTS - 04/015
2610	05/01/2015	Claims	2	EFT	MERCHANT SERVICES		CREDIT CARD FEES - 04/2015
2612		Claims	2		CHARTER		CH INTERNET/TV SVC -
					COMMUNICATIONS		05/2015
2626	05/05/2015	Claims	2	EFT	CHASE PAYMENTECH	441.78	UB ONLINE CC FEES - 04/2015
2627	05/11/2015	Claims	2	EFT	WA STATE DEPT OF REVENUE	11,052.82	EXCISE TAX - 04/2015
2710	05/11/2015	Claims	2	EFT	US BANK CARDMEMBER SVC	3,397.28	AWC ANNUAL COFERENCE - OLSON; CARNEY; 13U000964 DE-BRIEF; DIRECTORS MEETING; YVLEA CHIEFS MEETING; PD NATIONAL NIGHT OUT 2015-GIFT BAG SUPPLIES; RIVERA - CELL PHONE EVIDENCE TRAINING; COBB - YVSIU MEE
2630	05/11/2015	Claims	2	90069	AMB TOOLS & EQUIPMENT	275.82	TAP AND DIE 76PC SET COMBO HEX
2631	05/11/2015	Claims	2	90070	AMERICAN EXPRESS	138.94	OVERPAYMENT; EMPLOYEE
2031	03/11/2013	Olumb	2	70070	CREDIT CARD		APPRECIATION; DIRECTORS MEETING; COBB APPOINTMENT
2632	05/11/2015	Claims	2	90071	BASIN DISPOSAL OF YAKIMA LLC	75,295.99	GA/RCY-04/2015
2633	05/11/2015	Claims	2	90072	BELL, BROWN & RIO		CITY ATTORNEY - 04/2015
2634	05/11/2015	Claims	2	·90073	BERGEN SCREEN PRINT	660.02	PD ADMIN STAFF-UNIFORM CLOTHING
2635	05/11/2015	Claims	2	90074	BUD CLARY		PD VEHICLE 2015 TAHOE
2636	05/11/2015	Claims	2	90075	CANON FINACIAL SERVICES	313.66	PD COPIER LEASE 04/01/15-04/30/15
2637	05/11/2015	Claims	2	90076	CASCADE ANALYTICAL INC	2,965.68	WASTEWATER SAMPLING; WASTEWATER SAMPLING; WATER/ WASTEWATER SAMPLING
2638	05/11/2015	Claims	2	90077	CASCADE FIRE EQUIPMENT		RIGID ROCKER PLUG
2639	05/11/2015	Claims	2	90078	CASCADE NATURAL GAS CORP	324.72	LIFT STATION - 03/15
2640	05/11/2015	Claims	2	90079	CENTRAL WA AG MUSEUM	2,100.00	AG MUSEUM COORDINATORS - 03/2015
2641	05/11/2015	Claims	2	90080	CENTURY LINK	471.59	PW-03/15; WA TELEMETRY-03/2015
2642	05/11/2015	Claims	2	90081	CI SHRED		PD SHREDDING 03/10/15
2643	05/11/2015	Claims	2	90082	CINTAS CORP #605	242.44	PD MAT SERVICE APRIL 10 & 24, 2015; CH - MOP & MAT SVC
2644	05/11/2015	Claims	2	90083	CLASSIC PRINTING	808.98	UB STATEMENTS - 03/2015 & ENVELOPE STOCK
2645	05/11/2015	Claims	2	90084	CLIFF'S SEPTIC SERVICE	137.10	FULL BRIGHT AND AHTANUM YOUTH PARK RENTALS-03/01-03/17/15
2646	05/11/2015	Claims	2	90085	JO COLLIER		CONTRACT SVC - 03/2015
	05/11/2015	Claims	2	90086	COLUMBIA FORD	64,687.60	PD VEHICLES- 2015 FORD POLICE UTILITY AWD (2)
2648	05/11/2015	Claims	2	90087	JOHN CRIMIN	104.90	LEOFF I MEDICARE - 05/2015

CITY OF UNION GAP

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14102	rx0 11. 0033			U	5/01/2015 10. 05/51/2015		1 450.
Trans	s Date	Туре	Acct#	War#	Claimant	Amount	Memo
2649	05/11/2015	Claims	2	90088	DAILY JOURNAL OF COMMERCE	768.30	ADV. FOR BIDS - WATERMAIN & STORMWATER IMPROVEMENTS
2650	05/11/2015	Claims	2	90089	DEX WEST	287.40	PK AD - 04/2015
2651		Claims	2		EDGE CONSTRUCTION SUPPLY	562.20	ANTI-FOG LENS, VESTS
2652	05/11/2015	Claims	2	90091	FASTENERS		SUPPLIES
2653	05/11/2015	Claims	2	90092	FIVE K COMPUTER-INTERNET-PHON ES	14.95	EMAIL HOSTING - 05/2015
2654	05/11/2015	Claims	2	90093	MARIA FLOREZ	175.00	CANCELLATION REFUNDABLE BUILDING RE-RENTED
2655	05/11/2015	Claims	2	90094	FOWLER COMPANY HD	8,627.26	SUPPLIES; NOZZLE, BUSH, NIPPLE
2656	05/11/2015	Claims	2	90095	FRANKS OK TIRE STORE	99.42	LABOR AND SUPPLIES 2012 FREIGHTLINER SWEEPER; FLAT REPAIR BASE FARM DRY
2657	05/11/2015	Claims	2	90096	FUTURE LINK COMMUNICATIONS	211.88	PHONE SYSTEM REPAIR
2658	05/11/2015	Claims	2	90097	GALLS, LLC	175.08	HIGH SPEED GEAR AO COMPACT CHEST RIG & RUSH TIER ATTACHMENT 4PK
2659	05/11/2015	Claims	2	90098	GAP AUTO PARTS	306.13	GLOVE, BRAKLEEN, GREASE; SUPPLIES
2660	05/11/2015	Claims	2	90099	GE CAPITAL	992.47	TASKALFA 65001 - 04/2015; KYOCERA 65001 LEASE - 05/2015
2661	05/11/2015	Claims	2	90100	GEARJAMMER	1,323.46	PD FUEL APRIL 1-15, 2015
2662	05/11/2015	Claims	2	90101	GENE WEINMANN CONSULTING	530.43	CDBG HOUSING REHAB MANAGEMENT-04/2015
2663 2664	05/11/2015 05/11/2015	Claims Claims	2 2		GILLIHAN LAW OFFICE PLLC RODOLFO GONZALEZ	•	PUBLIC DEFENDER - 04/2015 ACTIVITIES BLDG DEPOSIT
	05/11/2015		2		BROOKE GOOSMAN	100.00	REFUND PROSECUTING ATTORNEY -
2666	05/11/2015	Claims	2	90105	HD SUPPLY WATERWORKS	4,113.06	04/15 METERS; 2" METER SETTERS
2667	05/11/2015	Claims	2	90106	LTD HUMANE SOCIETY OF	1,297.75	ANIMAL CONTROL
2660	05/11/2015	Claima	2	00107	INTEGRA TELECOM	70 50	SERVICES APRIL 2015 PARKS/SR CTR-04/2015
	05/11/2015 05/11/2015	Claims Claims	2 2		JOHN DEERE FINANCIAL		PUSHBROOM
	05/11/2015	Claims	2		KELLER SUPPLY CO		SUPPLIES
2671	05/11/2015	Claims	2		LAW OFFICE OF GARY M CUILLIER		PACIFICORP CLASS 3 COMMUNICATION TOWER
2672	05/11/2015	Claims	2	90111	LONG CO INC GS	,	ORYZALIN 4 QUAIL-PRO; BROMACILS, GLYPHOSATES, PARROT
2673	05/11/2015	Claims	2	90112	LOWES COMPANY INC	280.17	MAGIC ERASER & PLEDGE; FUNNELS, TOWELS; DURACELL; CLOROX; ROUNDUP; FILL VALVE, 5 QT CONTAINER; SUPPLIES
2674	05/11/2015	Claims	2	90113	MH ELECTRIC, INC	300.00	LIGHTING INCENTIVE

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IVI	CAU #. 0033			U	3/01/2013 10. 03/31/2013		rage.
Tr	ans Date	Type	Acct #	War#	Claimant	Amount	Memo
26	75 05/11/2015	Claims	2	90114	MORTON'S SUPPLY	3.33	PVC NIPPLES
	76 05/11/2015	Claims	2		AIDE NUNEZ	40.48	Refund Utility Deposit
	77 05/11/2015	Claims	2		OFFICE DEPOT		PAPER, INK, PAPER CLIPS,
							POST ITS; 2015 BUDGET
		~	_			000.10	BOOK PRINTING & BINDING INK CTGS AND BATTERIES;
26	78 05/11/2015	Claims	2	90117	OFFICE SOLUTIONS	203.12	TONER; POST IT'S
					NORTHWEST		1011211, 1001110
26	79 05/11/2015	Claims	2	90118	OLD TIME SPRAY SERVICE	80.93	PD TREE & SHRUB SPRAY-
							APRIL 2015
26	80 05/11/2015	Claims	2	90119	ONE CALL CONCEPTS INC	73.92	UTILITY LOCATES - 03/2015; UTILITY LOCATE
							REQUESTS-04/15
26	81 05/11/2015	Claims	2	90120	OXARC INC	9.93	FINANCE CHARGE - 12/2014
26		Claims	2		PACIFIC POWER	21,812.78	LIFT STATION- 03/15;
							PARKS/ST LIGHTS/
							WELL/TRAFFIC LIGHTS -
26	83 05/11/2015	Claims	2	00122	REAL DEALS ON HOME	A1 QA	04/15 OVERPAYMENT REFUND
26	03 03/11/2013	Ciaims	<i>L</i>	70122	DECOR	71.77	J. Didititibiti toli ono
26	84 05/11/2015	Claims	2	90123	REPUBLIC PUBLISHING CO	1,638.49	ADVERTISEMENT FOR BIDS;
20	01 03/11/2013	Cianno	_	, , , , ,		.,	ADVERTISEMENT FOR BIDS;
							SUMMARY OF ORD #2874
26		Claims	2		ALANA RODRIGUEZ		Refund Utility Deposit
26	86 05/11/2015	Claims	2	90125	SAN DIEGO POLICE	2,398.85	PD AMMUNITION-40 S&W
26	87 05/11/2015	Claims	2	00126	EQUIPMENT CO INC SHELL OIL COMPANY	16.48	PD FUEL-TRAINING
26 26		Claims	2 2		SHUELS WHOLESALE		2X4'S
20	00 05/11/2015	Ciamis	4	70127	LUMBER	.2.07	
26	89 05/11/2015	Claims	2	90128	SIRCHIE FINGER PRINT		PD LIFTOTABS
	00 05/11/2015	Claims	2	90129	SPRINT CH/FD/PW ACT	137.22	BLD/PLN-03/15
	•				#516627226		
269		Claims	2		SS PROPERTY RENTALS, LLC		OVERPAYMENT REFUND
269	92 05/11/2015	Claims	2	90131	STAR RENTALS	321.36	WHITE, FLO BLUE KRYLON PAINT
269	03 05/11/2015	Claims	2	90132	U-HAUL MOVING &	533 75	CH STORAGE - 05/2015
20,	75 03/11/2015	Ciainis	<i>*</i> -	70132	STORAGE	233.70	
269	94 05/11/2015	Claims	2	90133	UNION GAP WATER FUND &	5,749.26	W/S/G-03/15; PD WATER,
20.				,,,,,	SEWER	•	SEWER, GARBAGE
							03/21/15-04/20/15; CH/COMM.
							DEV-04/15; ANNEX/COMM. DEV; PARKS/STREET/SE -
							04/2015
269	05 05/11/2015	Claims	2	90134	UNITED BUSINESS	70.18	KYOCERA 3050 LEASE - 05/15
					MACHINES		
269	06 05/11/2015	Claims	2	90135	VALLEY FORD SALES	67.88	COIL ASSEMBLY -
200		Clai		00126		167 50	INGNITION PRE-EMPLOYMENT
269	05/11/2015	Claims	2	90136	VALLEY MEDI-CENTER	107.30	EXAM-TOWLE
269	08 05/11/2015	Claims	2	90137	VERIZON WIRELESS	1,539.00	PD PHONES & MDT MODEMS
							MAR 14-APRIL 13, 2015
269	9 05/11/2015	Claims	2	90138	WA STATE DEP OF	183.00	CONCEALED WEAPONS PERMITS
					LICENSING		I DIVINI 19
270	0 05/11/2015	Claims	2	90139	WA STATE DEPT OF TRANS.	37.67	S 12TH AVE BRIDGE
٠,١	.0 05/11/2015	Cidillis	-	,013)			INSPECTION

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Time: 10:05:39 Date: 05/06/2015 05/01/2015 To: 05/31/2015 MCAG #: 0853 Page: 4

Trans	Date	Туре	Acct#	War#	Claimant	Amount	Memo
2701	05/11/2015	Claims	2	90140	WA STATE DEPT OF TRANSPORTATION	980.43	MANUFACTURE & SHIPPING OF SIGNS, SIGNAL MAINT, REPAIR & ADDITIONS
2702	05/11/2015	Claims	2	90141	YAKIMA CO AUDITOR	128.00	UB LIEN FEES; LIEN RELEASE
2703	05/11/2015	Claims	2	90142	YAKIMA CO PUBLIC SERVICES	335.19	STORMWATER UTILITY-02/01-02/28
2704	05/11/2015	Claims	2	90143	YAKIMA CO PUBLIC SERVICES	367.60	YOUTH PARK GARBAGE; GARBAGE; GARBAGE
2705	05/11/2015	Claims	2	90144	YAKIMA CO TREASURER	170,035.08	SIED LOANS
2706	05/11/2015	Claims	2		YAKIMA COOPERATIVE ASSN		PARKS DIESEL - 03/2015; JANITOR FUEL - 03/2015
2707	05/11/2015	Claims	2	90146	YAKIMA NETWORKING	147.00	ANTI VIRUS SVC - 05/2015
2708	05/11/2015	Claims	2		YAKIMA VALLEY TOURISM	4,111.41	TOURISM PROMOTION - 03/2015
2709	05/11/2015	Claims	2	90148	YAKIMA WELDERS SUPPLY INC	201.39	ROD; WIRE
		001 Curre	nt Expense	Fund		41,014.16	
		101 Street		_		18,993.15	
			ention Cente			6,211.41 99,489.81	
			Vehicle Re Developme			617.03	
			nal Justice I		er und	409.05	
			tructure Res		d	171,433.11	
			nunity Polic			1,279.58	
			Seizure For			221.54	
			ng Rehabili	tation Fur	ıd .	530.43	•
		401 Water				25,958.23 81,419.31	
		402 Garba 403 Sewer			·	7,266.79	
		414 Water				84.37	
			- spoom				Claims: 454,927.97
					·	454,927.97	

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 B	sy:	 	 	 	Date:	
			 	 	<u>.</u> .	

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

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MCP	MG #: 0853			U	1/01/2013	10: 03/31/	12013		rage.
Trans	Date	Туре	Acct #	War#	Claimant			Amount	Memo
2597	05/06/2015	Claims	2	EFT	XPRESS E	ILL PAY		309.75	UB ONLINE PAYMENTS - 04/015
		401 - 534 5	50 49 00 - N	MISCELL	ANEOUS		103.25		
			50 49 00 - N				103.25		·
			50 49 00 - N				103.25	4 000 44	ODEDIT OLDS DEED 04/2017
2610	05/01/2015	Claims	2			NT SERVIC		1,003.61	CREDIT CARD FEES - 04/2015
			50 49 00 - N				334.54 334.54		
			50 49 00 - N 50 49 00 - N				334.53		
2612	05/11/2015	Claims	2		CHARTEI	R NICATIONS		339.08	CH INTERNET/TV SVC - 05/201:
		001 511 /	50 42 01 - C	~~~ A A A I I?		IICATIONS	, 30.86		
			10 42 01 - C				30.86		
					NICATIONS	į	30.86		
					NICATIONS	1	30.86		
			20 42 00 <b>-</b> C				30.86		
			50 42 00 - C 50 42 00 - C				30.86 30.86		
			50 42 00 - C 50 42 00 - C				30.86		
					NICATIONS	į	30.86		
			50 42 00 - C				30.86		
		001 - 576 8	80 42 00 <b>-</b> C				30.48		
2626	05/05/2015	Claims	2	EFT	CHASE PA	AYMENTEC		441.78	UB ONLINE CC FEES - 04/2015
			50 49 00 - N				147.26		
			50 49 00 - N 50 49 00 - N				147.26 147.26		
0 < 0.5	05/11/0015					E DEPT OF		11 052 92	EXCISE TAX - 04/2015
2627	05/11/2015	Claims	2	EF I	REVENUE			11,032.02	
		001 - 511 6	50 53 00 - E	EXTERN	AL TAXES		0.40		
	•	001 - 521 1	103100-S	SUPPLIE	S ·		0.73		•
					MS & EQUII	MENT	40.50		
			21 31 00 - S 21 49 00 - N				21.16 0.97		
					ANEOUS AS & EQUII	PMENT	409.05		
			22 31 00 - S			WILIT	29.84		
					AS & EQUII	PMENT	46.46		
					Ł OPERATII	NG SUP	34.55		
			20 53 00 - E				169.68		
		401 - 534 5					3,176.05 112.93		
		401 - 534 5 403 - 535 5					1,537.35		
		403 - 535 5					80.87		
		402 - 537 5					4,730.99		
		001 - 576 8	i0 53 00 - E	EXTERN	AL TAXES		661.29		
2710	05/11/2015	Claims	2	EFT		CARDMEN	MBER	3,397.28	AWC ANNUAL COFERENCE - OLSON; CARNEY; 13U000964
					SVC .				DE-BRIEF; DIRECTORS
									MEETING; YVLEA CHIEFS
									MEETING; PD NATIONAL NIGHT OUT 2015-GIFT BAG
									SUPPLIES; RIVERA - CELL
									PHONE EVIDENCE TRAINING
									COBB - YVSIU MEE
		001 611 6	0.40.01 *	AICCEL I	ANIEOLIC		750.00		
		001 - 511 6 001 - 513 1			ANEUU3		36.76		
		001 - 513 1					16.59		
		001 - 521 1					9.90		
		001 - 521 2					96.90		

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Time: 10:14:16 Date: 05/06/2015

	G#: 0853	- 1		0	1/01/2015	To: 05/31	/2015		Page: 2
Trans	Date	Type A	cct#	War#	Claimant			Amount	Memo
		130 - 521 30 3 001 - 521 40 4 401 - 534 50 4 401 - 534 50 4 403 - 535 50 4 402 - 537 50 4 101 - 542 30 4 101 - 542 70 3 001 - 576 80 4	43 00 - 1 43 00 - 1 49 00 - 1 43 00 - 1 43 00 - 3 81 00 - 5	TRAVEL TRAVEL MISCELI TRAVEL TRAVEL TRAVEL TRAVEL SUPPLIE	ANEOUS		1,279.58 298.43 3.74 635.00 3.74 3.74 3.74 255.42 3.74		
2630	05/11/2015	Claims	2	90069	AMB TOC	LS & EQU	IPMENT		TAP AND DIE 76PC SET COMBO HEX
2631	05/11/2015	401 - 534 50 3 403 - 535 50 3 402 - 537 50 3 101 - 542 30 3 001 - 576 80 3	31 00 - 5 31 00 - 5 31 00 - 5	SUPPLIESUPPLIESUPPLIESUPPLIES	S S S	AN EXPRE	55.17 55.17 55.16 55.16 55.16		OVERPAYMENT; EMPLOYEE
					CREDIT C				APPRECIATION; DIRECTORS MEETING; COBB APPOINTMENT
		001 - 511 60 3 001 - 511 60 3 001 - 513 10 4 001 - 514 23 4 001 - 514 30 4 001 - 521 10 4 401 - 534 50 4 403 - 535 50 4 402 - 537 50 4 101 - 542 90 4 001 - 576 80 4	3 01 - 5 3 01 - 7 3 00 - 7	SUPPLIE: TRAVEL			20.58 44.69 21.35 8.02 -0.50 8.02 18.67 3.62 3.63 3.62 3.62 3.62		
2632	05/11/2015	Claims	2		BASIN DIS YAKIMA I	LLC		75,295.99	GA/RCY-04/2015
		402 - 537 60 4	9 00 - 0				75,295.99		CYMY I MYDD YDYL O LIAOI E
2633	05/11/2015	Claims	2		BELL, BR			7,500.00	CITY ATTORNEY - 04/2015
2634	05/11/2015	001 - 515 20 4 Claims	101-F 2		RVICES-CIV BERGEN		7,500.00 RINT	660.02	PD ADMIN STAFF-UNIFORM
		001 - 521 10 2 001 - 528 80 2					473.35		CLOTHING CLOTHING ALLOWANCE WLE CLOTHING E
2635	05/11/2015	Claims	2	90074	BUD CLA	RY		34,802.21	PD VEHICLE 2015 TAHOE
		115 - 594 13 6	4 15 - N	ACHIN	ERY & EQU	IPMEN'	34,802.21		
2636	05/11/2015	Claims	2	90075	CANON F			313.66	PD COPIER LEASE 04/01/15-04/30/15
		001 - 528 80 4	5 00 <b>-</b> C	PERATI	NG RENTA	LS & LF	313.66		
2637	05/11/2015	Claims	2	90076	CASCADE	ANALYTI	CALINC	2,965.68	WASTEWATER SAMPLING; WASTEWATER SAMPLING; WATER/ WASTEWATER SAMPLING
		401 - 534 50 4 403 - 535 50 4 403 - 535 50 4 403 - 535 50 4	1 00 - P 1 00 - P	ROFESS ROFESS	IONAL SER IONAL SER	VICES VICES	212.16 763.37 1,424.44 565.71		

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Trans	Date	Туре А	cct#	War #	Claimant		Amount Memo
2638	05/11/2015	Claims	2	90077	CASCADE FIRE EQUIPMENT		45.87 RIGID ROCKER PLUG
		401 - 534 50 3 403 - 535 50 3 402 - 537 50 3 101 - 542 30 3 001 - 576 80 3	31 00 - S 31 00 - S 31 00 - S	SUPPLIE SUPPLIE SUPPLIE	S S S	9.17 9.17 9.18 9.18 9.17	
2639	05/11/2015	Claims	2	90078	CASCADE NATUI	RALGAS	324.72 LIFT STATION - 03/15
		403 - 535 50	47 00 <b>-</b> (	JTILITIE	ES	324.72	
2640	05/11/2015	Claims	2	90079	CENTRAL WA AG	MUSEUM	2,100.00 AG MUSEUM COORDINATORS - 03/2015
		107 - 571 10	41 00 - F	PROF SV	CS-AG MUSEUM	2,100.00	
2641	05/11/2015	Claims	2	90080	CENTURY LINK		471.59 PW-03/15; WA TELEMETRY-03/2015
		401 - 534 50 4 401 - 534 50 4 403 - 535 50 4 402 - 537 50 4 101 - 543 30 4	42 00 - 0 42 00 - 0 42 00 - 0	COMMU COMMU COMMU	NICATION NICATION NICATION	27.82 360.33 27.81 27.81 27.82	
2642	05/11/2015	Claims 001 - 528 80 3	<b>2</b> 31 00 - 0		CI SHRED & OPERATING SUP	36.40	36.40 PD SHREDDING 03/10/15
2643	05/11/2015	Claims	2		CINTAS CORP#60		242.44 PD MAT SERVICE APRIL 10 &
					ING RENTALS & LE BIONAL SERVICES	107.30 135.14	24, 2015; CH - MOP & MAT SVC
2644	05/11/2015	Claims	2	90083	CLASSIC PRINTI	NG	808.98 UB STATEMENTS - 03/2015 & ENVELOPE STOCK
	,	401 - 534 50 4 401 - 534 50 4 403 - 535 50 4 403 - 535 50 4 402 - 537 50 4 402 - 537 50 4	19 00 - N 19 00 - N 19 00 - N 19 00 - N	AISCELL AISCELL AISCELL AISCELL	ANEOUS ANEOUS ANEOUS ANEOUS	202.33 67.33 202.33 67.33 202.33 67.33	•
2645	05/11/2015	Claims	2	90084	CLIFF'S SEPTIC S	SERVICE	137.10 FULL BRIGHT AND AHTANUM YOUTH PARK RENTALS-03/01-03/17/15
		001 - 576 80 4	15 00 - C	PERATI	NG RENTALS & LE	137.10	
2646	05/11/2015	Claims	2		JO COLLIER		1,749.13 CONTRACT SVC - 03/2015
		001 - 513 10 4	101 - P	ROFESS	SIONAL SERVICES	1,749.13	
2647	05/11/2015	Claims	2	90086	COLUMBIA FORI	)	64,687.60 PD VEHICLES-2015 FORD POLICE UTILITY AWD (2)
		115 - 594 13 6	4 15 - N	1ACHIN	ERY & EQUIPMEN	64,687.60	
2648	05/11/2015	Claims	2	90087	JOHN CRIMIN	•	104.90 LEOFF 1 MEDICARE - 05/2015
		001 - 521 10 2	2 00 - L	EOFF I	BENEFITS	104.90	
2649	05/11/2015	Claims	2	90088	DAILY JOURNAL COMMERCE	OF	768.30 ADV. FOR BIDS - WATERMAIN & STORMWATER IMPROVEMENTS
		124 - 595 30 4	4 27 - N	1AIN ST	STORMWATER IM IMPR PHASE II-AI	384.15 384.15	
2650	05/11/2015	Claims	2	90089	DEX WEST		287.40 PKAD - 04/2015
		001 - 576 80 4	4 00 <b>-</b> A	DVERTI	SING	287.40	

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IVICA	4G #: 0833			U	1/01/2015 10. 05/	31/2013		rage. 4
Trans	Date	Type	Acct #	War #	Claimant		Amount	Memo
2651	05/11/2015	Claims	2	90090	EDGE CONSTRUC	CTION	562.20	ANTI-FOG LENS, VESTS
		403 - 535 402 - 537 101 - 542	50 31 00 - 3 50 31 00 - 3 50 31 00 - 3 30 31 00 - 3	SUPPLIE SUPPLIE SUPPLIE	S S S	112.44 112.44 112.44 112.44 112.44		
2652	05/11/2015	Claims 001 - 576	<b>2</b> 80 31 00 - 3		<b>FASTENERS</b> S	77.57	77.57	SUPPLIES
2653	05/11/2015	Claims	2	90092	FIVE K COMPUTER-INTE ONES	ERNET-PH	14.95	EMAIL HOSTING - 05/2015
		001 - 513	10 42 01 -	COMMUI	NICATION	14.95		
2654	05/11/2015	Claims	2		MARIA FLOREZ		175.00	CANCELLATION REFUNDABLE BUILDING RE-RENTED
		001 - 589	00 00 00 - 1	PARK DE	POSIT REFUND	175.00		
2655	05/11/2015	Claims	2	90094	FOWLER COMPA		8,627.26	SUPPLIES; NOZZLE, BUSH, NIPPLE
			50 31 00 - 3 80 31 00 - 3			6,636.59 1,990.67		
2656	05/11/2015	Claims	2	90095	FRANKS OK TIRI	ESTORE	99.42	LABOR AND SUPPLIES 2012 FREIGHTLINER SWEEPER; FLAT REPAIR BASE FARM DRY
		101 - 542 101 - 542	67 48 00 - 1 70 48 00 - 1	REPAIRS REPAIRS	& MAINTENANCE & MAINTENANCE & MAINTENANCE & MAINTENANCE	3.11 59.05 1.86 35.40		
2657	05/11/2015	Claims	2	90096	FUTURE LINK COMMUNICATIO	NS .	211.88	PHONE SYSTEM REPAIR
		403 - 535	50 41 00 - 1	PROFESS	IONAL SERVICES	211.88		
2658	05/11/2015	Claims	2	90097	GALLS, LLC		175.08	HIGH SPEED GEAR AO COMPACT CHEST RIG & RUSH TIER ATTACHMENT 4PK
		131 - 521	30 21 31 - 1	UNIFORN	AS & EQUIPMENT	175.08		
2659	05/11/2015	Claims	2	90098	GAP AUTO PARTS		306.13	GLOVE, BRAKLEEN, GREASE; SUPPLIES
			50 31 00 - 3			8.27		
			50 31 00 - 5 50 31 00 - 5			39.23 9.47		
			50 31 00 - 8		-	8.27		
			50 31 00 - 5			39.23		
			50 31 00 - 5			9.47 8.27		
			50 31 00 - 8 50 31 00 - 8			9.47		
	•		30 31 00 - S			8.27		•
			30 31 00 - 9			11.21		
			30 31 00 - 5 70 31 00 - 5			9.47 11.21		
			70 31 00 - 3 70 31 00 - 3			0.40		
			70 31 00 - 9			2.40		
					OPERATING SUP	11.21		
			80 31 00 - 8 80 31 00 - 8			8.27 40.22		
			80 31 00 - 3 80 31 00 - 3			8.88		
		001 - 576	80 31 00 - 5	SUPPLIES	S	7.57		
			80 31 00 - 5 80 31 00 - 5			9.47 45.87		
		001 - 3/0	טייוריים איין דייטים	OLLPIE	,	TJ.01		

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IVICI	10 π. 0055			U	1/01/2015	10. 05/51/2	2013		1 000.
Trans	Date	Type A	cct#	War#	Claimant			Amount	Memo
2660	05/11/2015	Claims	2	90099	GE CAPITA	<b>AL</b>		992.47	TASKALFA 6500I - 04/2015; KYOCERA 6500I LEASE - 05/2015
		001 - 511 60	45 00 <b>-</b> 0	OPERAT	ING RENTAL	S & LF	19.25		
		001 - 511 60 4					15.70		
		001 - 513 10					93.28		
		001 - 513 10					77.93		
		001 - 514 23					70.98		
		001 - 514 23 4					95.41		
		001 - 514 30 4 001 - 514 30 4					42.30 56.49		
		001 - 514 30 4					1.17		
		001 - 521 10 4					1.94		
		001 - 524 20 4					31.40		
		001 - 524 20 4					28.51		
		401 - 534 50					41.05		
		401 - 534 50					64.20		
		403 - 535 50 4	45 00 - 0	OPERAT:	ING RENTAL	S & LE	41.04		
		403 - 535 50	45 00 - 0	OPERAT.	ING RENTAL	S & LE	64.19		
		402 - 537 50					41.04		
		402 - 537 50 4					64.19		
		101 - 543 30					41.05		
		101 - 543 30 4					64.20		
		001 - 558 60 4					18.94 14.90		
		001 - 558 60 4 001 - 576 80 4					1.58		
		001 - 576 80 4					1.73		
2661	05/11/2015	Claims	2		GEARJAM			1,323.46	PD FUELAPRIL 1-15, 2015
		001 - 521 10 3 001 - 521 21 3	32 00 - I	FUEL			103.56	CHIEF FUEL DETECTIVE	FUEL
		001 - 521 22 3					1,136.48	PATROL FUE	
2662	05/11/2015	Claims	2	90101	GENE WEI CONSULTI			530.43	CDBG HOUSING REHAB MANAGEMENT-04/2015
		170 - 559 20 4	11 00 - I	PROFESS	SIONAL SERV	/ICES	530.43		
2663	05/11/2015	Claims	2	90102	GILLIHAN PLLC	LAW OFFI	CE	5,700.00	PUBLIC DEFENDER - 04/2015
		001 - 515 20 4	H 02 - F	PROF SE	RVICES - PUI	BLIC [	5,700.00		
2664	05/11/2015	Claims	2	90103	RODOLFO	GONZALE	CZ.	150.00	ACTIVITIES BLDG DEPOSIT REFUND
		001 - 589 00 0	00 00 - I	PARK DE	POSIT REFU	ND	150.00		
2665	05/11/2015	Claims	2	90104	BROOKE C	GOOSMAN		100.00	PROSECUTING ATTORNEY - 04/15
		001 - 515 30 4	11 00 - F	PROFESS	SIONAL SERV	/ICES	100.00		
2666	05/11/2015	Claims	2	90105	HD SUPPLY	WATERW	ORKS	4,113.06	METERS; 2" METER SETTERS
		401 - 534 50 3 401 - 534 50 3					2,918.08 1,194.98		
2667	05/11/2015	Claims	2	90106	HUMANE S	OCIETY O	F	1,297.75	ANIMAL CONTROL SERVICES APRIL 2015
		001 - 554 30 4	1 00 - F	PROF SE	RVICES-ANII	MALC	1,297.75		ILL TOWN MOLES
2668	05/11/2015	Claims	2	90107	INTEGRAT	relecom		79.50	PARKS/SR CTR-04/2015
		001 - 571 21 4 001 - 576 80 4		COMMU	VICATION		39.75 39.75		
2669	05/11/2015	Claims	2		JOHN DEE	RE FINANC		33.53	PUSHBROOM

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IVICI	10 m. 0055			U.	1/01/2015 10	. 03/31/2013			i ago.
Trans	Date	Туре	Acct#	War#	Claimant			Amount	Memo
		401 - 534 :	50 31 00 -	SUPPLIES	5	3.	3.53		
2670	05/11/2015	Claims	2	90109	KELLER SUF	PPLY CO		316.01	SUPPLIES
		001 - 576	80 31 00 -	SUPPLIES	5	31	6.01		
2671	05/11/2015	Claims	2	90110	LAW OFFICE CUILLIER	OF GARY M		854.00	PACIFICORP CLASS 3 COMMUNICATION TOWER
		001 - 558	60 41 00 -	PROFESS	IONAL SERVI	CES 85	4.00		
2672	05/11/2015	Claims	2	90111	LONG CO IN	C GS		4,954.45	ORYZALIN 4 QUAIL-PRO; BROMACILS, GLYPHOSATES, PARROT
				SUPPLIES	3	1,27 3,67			
2673	05/11/2015	Claims	2	90112	LOWES COM	IPANY INC		280.17	MAGIC ERASER & PLEDGE; FUNNELS, TOWELS; DURACELL; CLOROX; ROUNDUP; FILL VALVE, 5 QT CONTAINER; SUPPLIES
				SUPPLIES			7.43		
		001 - 518 8 401 - 534 3					8.70 5.36		
		401 - 534 3					8.72		
		401 - 534 5					4.52		
		403 - 535 5 403 - 535 5					5.67 4.52		
		403 - 333 :					4.52 4.51		
		101 - 542 3					4.51		
				SUPPLIES			9.30		
		001 - 576 8 001 - 576 8					5.36 4.51		
		001 - 576 8					7.06		
2674	05/11/2015	Claims	2	90113	MH ELECTR	IC, INC		300.00	LIGHTING INCENTIVE
		001 - 576 8	30 31 00 -	SUPPLIES	5	30	0.00		
2675	05/11/2015	Claims	2	90114	MORTON'S S	UPPLY		3.33	PVC NIPPLES
		101 - 542 3					1.00		
		101 - 542 6					1.00 1.00		
		101 - 542 7 001 - 576 8					0.33		
2676	05/11/2015	Claims	2		AIDE NUNEZ			40.48	Refund Utility Deposit
	•••••	414 - 586 0					0.48 Re	fund Utility	y Deposit
2677	05/11/2015	Claims	2	90116	OFFICE DEP	ОТ		599.61	PAPER, INK, PAPER CLIPS, POST ITS; 2015 BUDGET BOOK PRINTING & BINDING
		001 - 514 2	23 49 00 -	MISCELL	ANEOUS	17	6.52		
		001 - 524 2					5.72		
		401 - 534 5 403 - 535 5					2.27 2.27	•	•
		402 - 537 5					2.26		
		101 - 542 3	0 31 00 -	SUPPLIES	3		2.26		
		001 - 558 6 001 - 576 8					5.72 2.59		
2678	05/11/2015	Claims	2	90117	OFFICE SOLINORTHWEST	UTIONS		203.12	INK CTGS AND BATTERIES; TONER; POST IT'S
		001 - 513 1	0.31.00 =	SUPPLIES	<b>.</b>	Q.	6.35		
		001 - 513 1					4.23		
		401 - 534 5	0 31 00 -	SUPPLIES	}		4.18		
		403 - 535 5	0 31 00 -	SUPPLIES		34	4.18		

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Trans	Date	Туре Ас	cct#	War#	Claimant		Amount	Memo	
		101 - 542 30 3	1 00 -	SUPPLIES	3	34.18			
2679	05/11/2015	Claims	2	90118	OLD TIME SPR	AY SERVICE	80.93	PD TREE & SHRUB SPRAY- APRIL 2015	
		001 - 521 50 4	1 00 -	PROFESS	IONAL SERVICE	S 80.93			
2680	05/11/2015	Claims	2	90119	ONE CALL CO	NCEPTS INC	73.92	UTILITY LOCATES - 03/201 UTILITY LOCATE REQUESTS-04/15	5;
		401 - 534 50 4 403 - 535 50 4	1 00 - 1 00 -	PROFESS PROFESS	IONAL SERVICE IONAL SERVICE IONAL SERVICE IONAL SERVICE	S 16.50 S 20.46			
2681	05/11/2015	Claims	2	90120	OXARC INC		9.93	FINANCE CHARGE - 12/201	4
		401 - 534 50 3 403 - 535 50 3 402 - 537 50 3 101 - 542 30 3 001 - 576 80 3	1 00 - 1 00 - 1 00 -	SUPPLIES SUPPLIES SUPPLIES	S S	1.99 1.99 1.99 1.98 1.98			
2682	05/11/2015	Claims	2	90121	PACIFIC POWE	ER .	21,812.78	LIFT STATION- 03/15; PARE LIGHTS/ WELL/TRAFFIC LIGHTS - 04/15	(S/ST
		401 - 534 50 4 403 - 535 50 4 101 - 542 63 4 101 - 542 64 4 001 - 576 80 4	7 00 - 7 00 - 7 00 -	UTILITIE UTILITIE UTILITIE	S S S	8,720.70 81.35 11,412.19 671.08 927.46			
2683	05/11/2015	Claims	2	90122	REAL DEALS O DECOR	N HOME	41.94	OVERPAYMENT REFUND	
		401 - 586 01 0	4 01 - 3	210-10) W	ATER REFUNDS	41.94			
2684	05/11/2015	Claims	2	90123	REPUBLIC PUE	BLISHING CO	1,638.49	ADVERTISEMENT FOR BIT ADVERTISEMENT FOR BIT SUMMARY OF ORD #2874	
			4 27 - 1	MAIN ST	SING IMPR PHASE II-A IUM RD RESURF				
2685	05/11/2015	Claims	2	90124	ALANA RODRI			Refund Utility Deposit	
		414 - 586 00 04	4 14 - 1	DEPOSIT	REFUND	43.89	Refund Utility	•	
2686	05/11/2015		2		SAN DIEGO PO EQUIPMENT C	O INC	2,398.85	PD AMMUNITION-40 S&W	
					OPERATING SU	-		an outly may have	
2687	05/11/2015	Claims	2		SHELL OIL CO		16.48	PD FUEL-TRAINING	
2688	05/11/2015	001 - 521 40 32 Claims			NSUMED SHUELS WHOL LUMBER	16.48 ESALE	12.09	2X4'S	
-		401 - 534 50 31	1.00 - 4	CLIDDI 1EC		12.09		•	
2680	05/11/2015	Claims	2		, SIRCHIE FINGI		124.89	PD LIFTOTABS	
2007	03/11/2013	001 - 521 22 31				124.89	1207		
2690	05/11/2015	Claims	2	90129	, SPRINT CH/FD/ #516627226		137.22	BLD/PLN-03/15	
		001 - 524 20 42 001 - 558 60 42				68.61 68.61			
2691	05/11/2015	Claims	2	90130	SS PROPERTY I LLC		8.66	OVERPAYMENT REFUND	
		401 - 586 01 04	101-2	210-10) W	ATER REFUNDS	8.66			

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8 Page: MCAG #: 0853 War# Claimant Amount Memo Trans Date Acct# Type 321.36 WHITE, FLO BLUE KRYLON 90131 STAR RENTALS 2692 05/11/2015 Claims PAINT 401 - 534 50 31 00 - SUPPLIES 321.36 533.75 CH STORAGE - 05/2015 2693 05/11/2015 Claims 2 90132 U-HAUL MOVING & **STORAGE** 001 - 594 18 45 00 - OPERATING RENTALS & LE 533.75 5,749.26 W/S/G-03/15; PD WATER. 90133 UNION GAP WATER FUND & 2 2694 05/11/2015 Claims SEWER, GARBAGE **SEWER** 03/21/15-04/20/15; CH/COMM. DEV-04/15; ANNEX/COMM. DEV; PARKS/STREET/SE -001 - 518 20 47 00 - UTILITIES/CITY HALL 242.82 320.50 001 - 518 20 47 00 - UTILITIES/CITY HALL 001 - 521 50 47 00 - UTILITIES 147.85 135.35 403 - 535 50 47 00 - UTILITIES 143.01 101 - 543 30 47 00 - UTILITIES 676.46 101 - 543 30 47 00 - UTILITIES 101 - 543 30 47 00 - UTILITIES 131.72 001 - 576 80 47 00 - UTILITIES 1,245.28 001 - 576 80 47 00 - UTILITIES 2,706.27 70.18 KYOCERA 3050 LEASE - 05/15 90134 UNITED BUSINESS 2695 05/11/2015 Claims 2 MACHINES 2.01 001 - 511 60 45 00 - OPERATING RENTALS & LF 001 - 513 10 45 00 - OPERATING RENTALS & LI 9.96 12.19 001 - 514 23 45 00 - OPERATING RENTALS & LI 7.22 001 - 514 30 45 00 - OPERATING RENTALS & LI 0.25 001 - 521 10 45 00 - OPERATING LEASES & REN 001 - 524 20 45 00 - OPERATING RENTALS & LI 3.64 401 - 534 50 45 00 - OPERATING RENTALS & LE 8.20 403 - 535 50 45 00 - OPERATING RENTALS & LI 8.20 8.20 402 - 537 50 45 00 - OPERATING RENTALS & LI 8.20 101 - 543 30 45 00 - OPERATING RENTALS & LI 001 - 558 60 45 00 - OPERATING RENTALS & LI 1.90 0.21 001 - 576 80 45 00 - OPERATING RENTALS & LE 67.88 COILASSEMBLY - INGNITION Claims 90135 VALLEY FORD SALES 2696 05/11/2015 67.88 401 - 534 50 48 00 - REPAIRS & MAINTENANCE 167.50 PRE-EMPLOYMENT 90136 VALLEY MEDI-CENTER 05/11/2015 Claims **EXAM-TOWLE** 001 - 521 10 49 00 - MISCELLANEOUS 167.50 1,539.00 PD PHONES & MDT MODEMS Claims 2 90137 VERIZON WIRELESS 2698 05/11/2015 MAR 14-APRIL 13, 2015 001 - 528 80 42 00 - COMMUNICATION 1,539.00 183.00 CONCEALED WEAPONS 90138 WA STATE DEP OF 05/11/2015 PERMITS LICENSING 001 - 586 00 02 00 - WEAPONS PERMITS FEE 183.00 37.67 S 12TH AVE BRIDGE 90139 WA STATE DEPT OF TRANS. Claims 2700 05/11/2015 INSPECTION 121 - 595 10 41 07 - 12TH AVE BRIDGE - ENGIN 37.67 980.43 MANUFACTURE & SHIPPING 90140 WA STATE DEPT OF 2701 05/11/2015 Claims OF SIGNS, SIGNAL MAINT, TRANSPORTATION REPAIR & ADDITIONS 001 - 513 10 49 01 - MISCELLANEOUS 857.06 101 - 542 64 51 00 - INTERGOVERNMENTAL PR 123.37

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Trans	Date	Type	Acct #	War#	Claimant			Amount	Memo	
2702	05/11/2015	Claims	2	90141	YAKIMA	CO AUDIT	ГOR	128.00	UB LIEN FEES; LIEN RELI	EASE
		401 - 534 5 402 - 537 5					32.00 96.00			
2703	05/11/2015	Claims	2	90142	YAKIMA ( SERVICES		IC	335.19	STORMWATER UTILITY-02/01-02/28	
		403 - 531 3	0 51 03 -	STORMW	/ATER-INTI	ERGOV	335.19			
2704	05/11/2015	Claims	2	90143	YAKIMA ( SERVICES		IC	367.60	YOUTH PARK GARBAGE; GARBAGE; GARBAGE	
		401 - 534 5 403 - 535 5 402 - 537 5 101 - 542 3 001 - 576 8 001 - 576 8 001 - 576 8	60 47 00 - 60 47 00 -	UTILITIE UTILITIE UTILITIE UTILITIE UTILITIE UTILITIE	S S S S S S		16.50 16.50 16.50 16.49 140.86 16.49 41.70			
2705	05/11/2015	Claims	2	90144	YAKIMA	CO TREA	SURER	170,035.08	SIED LOANS	
		124 - 592 9		SIED LOA	AN PRINCII AN INTERE	ST	139,022.42 31,012.66			
2706	05/11/2015	Claims	2	90145	YAKIMA ( ASSN	COOPERA	ATIVE	1,170.27	PARKS DIESEL - 03/2015; JANITOR FUEL - 03/2015	
					710011					
		001 - 518 3 001 - 576 8					144.27 1,026.00			
2707	05/11/2015	Claims	2		YAKIMA		KING	147.00	ANTI VIRUS SVC - 05/2015	
					IONAL SEF		147.00		TOURIEST BRONTONOS	
2708	05/11/2015	Claims	2	90147	YAKIMA	VALLEY 1	OURISM	4,111.41	TOURISM PROMOTION - 03/2015	
		107 - 557 3 107 - 557 3			VALLEY TO SING	DURISM	3,583.34 528.07			
2709	05/11/2015	Claims	2	90148	YAKIMA V	WELDERS	SUPPLY	201.39	ROD; WIRE	
		401 - 534 5 403 - 535 5 402 - 537 5 101 - 542 3 001 - 576 8	0 31 00 - 3 0 31 00 - 3 0 31 00 - 3 0 31 00 - 3	SUPPLIES SUPPLIES SUPPLIES SUPPLIES			32.39 32.39 32.39 32.38 39.46 32.38			
			Legislativ				<del></del>	928.74		
		514 515 521 576	Executive Finance Legal Serv Law Enfor Park Facil Non Expe	vices · rcement ities				2,977.63 1,242.05 13,300.00 8,918.43 13,139.31 508.00		
		001 Current	Expense	Fund			_	41,014.16		
			Streets - M Streets Ad					17,900.69 1,092.46		
		101 Street F	und				•••	18,993.15		
		514	Finance					6,211.41		
		107 Conven	tion Cente	er Reserve	Fund			6,211.41		

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	594 Capital Expenditures	99,489.81	
	115 Police Vehicle Reserve Fund	99,489.81	
	594 Capital Expenditures	617.03	
	121 Street Development Reserve Fund	617.03	
	521 Law Enforcement	409.05	
	123 Criminal Justice Fund	409.05	
	591 Debt Service 594 Capital Expenditures	170,035.08 1,398.03	
	124 Infrastructure Reserve Fund	171,433.11	
	521 Law Enforcement	1,279.58	
	130 Community Policing Fund	1,279.58	
	521 Law Enforcement	221.54	
	131 Drug Seizure Forfeiture Fund	221.54	
	559 Housing & Community Develop	530.43	
	170 Housing Rehabilitation Fund	530.43	
	534 Water Utilities 580 Non Expeditures	25,907.63 50.60	
	401 Water Fund	25,958.23	
	537 Garbage & Solid Waste Utilitys	81,419.31	
	402 Garbage Fund	81,419.31	•
	535 Sewer 538 Other Utilities/Activities	6,547.45 719.34	
	403 Sewer Fund	7,266.79	
	580 Non Expeditures	84.37	
	414 Water Deposits	84.37	
		——————————————————————————————————————	454,927.97

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	r ( ) Deputy Finance Director



# City Council Communication

**Meeting Date:** 

May 11, 2015

From:

Karen Clifton, Director of Finance and Administration

Topic/Issue:

Payroll Vouchers, April 30, 2015

**SYNOPSIS:** 

Payroll Vouchers Dated April 30, 2015

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 41372 through 41386,

and 90048 through 90068 in the amount of \$317,160.10.

**LEGAL REVIEW:** N/A

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Payroll Voucher Roster

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Trans	Date	Туре	Acct#	War #	Claimant	Amount	Memo
2449	04/30/2015	Payroll	2	EFT	TERRI L BERTELSEN		April Payroll
2450	04/30/2015	Payroll	2	EFT	LYNETTE BISCONER		April Payroll
2451	04/30/2015	Payroll	2	EFT	RYAN BONSEN		April Payroll
2453	04/30/2015	Payroll	2	EFT	CRAIG G BUNTING		April Payroll
2454	04/30/2015	Payroll	2	EFT	DAVID D BUTLER		April Payroll
2456	04/30/2015	Payroll	2	EFT	MARK CARNEY		April Payroll
2457	04/30/2015	Payroll	2	EFT	JASON G CAVANAUGH		April Payroll
2459	04/30/2015	Payroll	2	EFT	KAREN CLIFTON		April Payroll
2462	04/30/2015	Payroll	2	EFT	CHRIS DAHL		April Payroll
2463	04/30/2015	Payroll	2	EFT	ERICK MICHAEL DELP		April Payroll
2465	04/30/2015	Payroll	2	EFT	RENARD T EDWARDS	•	April Payroll
2466	04/30/2015	Payroll	2	EFT	VICTORIA M GUTIERREZ		April Payroll
2468	04/30/2015	Payroll	2	EFT	DENNIS HENNE		April Payroll
2470	04/30/2015	Payroll	2	EFT	SHAWN R JAMES	4,334.65	April Payroll
2471	04/30/2015	Payroll	2	EFT	CHASE KELLOGG		April Payroll
2473	04/30/2015	Payroll	2	EFT	CHAD E LENZ		April Payroll
2474	04/30/2015	Payroll	2	EFT	ALBA L LEVESQUE		April Payroll
2475	04/30/2015	Payroll	2	EFT	JO LINDER		April Payroll
2476	04/30/2015	Payroll	2	EFT	TERESA LOPEZ		April Payroll
2477	04/30/2015	Payroll	2	EFT	DAVID W MATSON		April Payroll
2478	04/30/2015	Payroll	2	EFT	STACE J MCKINLEY		April Payroll
2479	04/30/2015	Payroll	2	EFT	ROBERT MCRAE		April Payroll
2480	04/30/2015	Payroll	2	EFT	CAROL ANN MONTGOMERY		April Payroll
2482	04/30/2015	Payroll	2	EFT	SERGIO E OCHOA		April Payroll
2484	04/30/2015	Payroll	2	EFT	RODNEY G OTTERNESS		April Payroll
2485	04/30/2015	Payroll	2	EFT	RONALD PHILLIPS		April Payroll
2486	04/30/2015	Payroll	2	EFT	AMBER E RADKE	2,633.13	April Payroll
2487	04/30/2015	Payroll	2	EFT	HECTOR A RIVERA	4,189.30	April Payroll
2489	04/30/2015	Payroll	2	EFT	CURTIS J SANTUCCI	4,315.52	April Payroll
2490	04/30/2015	Payroll	2	EFT	DAVID L SPURLOCK		April Payroll
2491	04/30/2015	Payroll	2	EFT	MICHAEL STILLWAUGH	3,638.95	April Payroll
2493	04/30/2015	Payroll	2	EFT	RAYMOND V SUAREZ	2,851.53	April Payroll
2494	04/30/2015	Payroll	2		PATRICK THOMPSON	4,703.67	April Payroll
2495	04/30/2015	Payroll	2	EFT	AMANDA L TOWLE	2,206.61	April Payroll
2496	04/30/2015	Payroll	2		ERIC B TURLEY	4,143.81	April Payroll
2498	04/30/2015	Payroll	2	EFT	JOSEPH VANICEK	4,310.29	April Payroll
2499	04/30/2015	Payroll	2	EFT	JESSE A WALRUFF		April Payroll
2500	04/30/2015	Payroll	2		GLORIA A WALTMAN		April Payroll
	04/30/2015	Payroll	2		LYDIA M WAREHIME		April Payroll
	04/30/2015	Payroll	2		TERRYL D WAY		April Payroll
	04/30/2015	Payroll	2		ROGER E WENTZ		April Payroll
2505	04/30/2015	Payroll	2	EFT	AWC EMPLOYEE BENEFIT	67,446.89	LEOFF 1 RETIREE MEDICAL
					TRUST		BENEFITS - 04/2015; 04/01/2015 To 04/30/2015 -
							Medical
							Medicai
2507	04/20/2015	Dormo II	2	ppr	WA STATE LAW	11 050 67	04/01/2015 To 04/30/2015 -
2307	04/30/2015	Payroll	2	Eri	ENFORCEMENT	11,950.07	LEOFF I; 04/01/2015 To
					ENFORCEMENT		04/30/2015 - LEOFF II
2508	04/30/2015	Payroll	2	EFT	WA STATE PUBLIC	16,564.32	04/01/2015 To 04/30/2015 -
2500	0 11 0 0 1 0 1 0		-	<b></b>	EMPLOYEES	,	PERS II; 04/01/2015 To
							04/30/2015 - PERS III
2528	04/30/2015	Payroll	2	EFT	INTERNAL REVENUE	56,502.64	941 Deposit For 04/01/2015 -
		-			SERVICE		04/30/2015
						_	A DET OFFI A SA T
	04/29/2015	Payroll	2		WA STATE DEPT OF L&I		1ST QTR 2015
2452	04/30/2015	Payroll	2	41372	JACOB BROWN	256.14	April Payroll

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Trans	Date	Type	Acct#	War#	Claimant	Amount Memo
2455	04/30/2015	Payroll	2	41373	LEVI G BUTTREY	77.57 April Payroll
	04/30/2015	Payroll	2		JEFFERY J CHARTERS	236.60 April Payroll
						6,389.37 April Payroll
	04/30/2015	Payroll	2		GREGORY COBB	
	04/30/2015	Payroll	2		JOSE CRUZ	101.91 April Payroll
	04/30/2015	Payroll	2		DONALD DURKEE	3,420.89 April Payroll
2467		Payroll	2		JACK L HENDERSON	232.73 April Payroll
2469	04/30/2015	Payroll	2	41379	ROBERT M HENNESSY	2,991.09 April Payroll
2472	04/30/2015	Payroll	2	41380	MARILYNNE L KENDRICK	256.85 April Payroll
2481		Payroll	2	41381	JAMES E MURR	544.43 April Payroll
	04/30/2015	Payroll	2		DAN C OLSON	552.90 April Payroll
	04/30/2015	Payroll	2		CHRISTOPHER JOHN ROMERO	116.91 April Payroll
0.400	04/20/2015	D 11	2	41204		280.90 April Payroll
2492		Payroll	2		MATTHEW W STRUNK	
2497		Payroll	2		JENNY V VALLE	1,729.18 April Payroll
2503	04/30/2015	Payroll	2		TONI A WEBB	205.48 April Payroll
2509	04/30/2015	Payroll	2	90048	AFLAC	272.56 04/01/2015 To 04/30/2015 - AFLAC; 04/01/2015 To 04/30/2015 - AFLAC Pre Tax
2510	04/30/2015	Payroll	2	90049	JACOB BROWN	4.00 REIMBURSE EMPLOYEE FUND 03/2015
2511	04/30/2015	Payroll	2	90050	LEVI G BUTTREY	4.00 REIMBURSE EMPLOYEE FUND 03/2015
2512	04/30/2015	Payroll	2	90051	JEFFERY J CHARTERS	4.00 REIMBURSE EMPLOYEE FUND 03/2015
2513	04/30/2015	Payroll	2	90052	JOSE CRUZ	4.00 REIMBURSE EMPLOYEE FUND 03/2015
2514	04/30/2015	Payroll	2	90053	EMPLOYEE FUND	55.00 04/01/2015 To 04/30/2015 - Employee Fund
2515	04/30/2015	Payroll	2	90054	JOHN A FERNANDEZ	4.00 REIMBURSE EMPLOYEE FUND 03/2015
2516	04/30/2015	Payroll	2		JACK L HENDERSON	2.00 REIMBURSE EMPLOYEE FUND 03/2015
2517	04/30/2015	Payroll	2	90056	ICMA RETIREMENT TRUST#302189	8,345.15 04/01/2015 To 04/30/2015 - ICMA Retirement Trust
2518	04/30/2015	Payroll	2	90057	TEAMSTERS LOCAL 760	478.00 04/01/2015 To 04/30/2015 - Teamsters Dues
2519	04/30/2015	Payroll	2	90058	UNION GAP POLICE OFFICERS ASSN	910.00 04/01/2015 To 04/30/2015 - UGPOA Dues
2520	04/30/2015	Payroll	2	90059	UNITED WAY OF YAKIMA CNTY	30.00 04/01/2015 To 04/30/2015 - United Way
2521	04/30/2015	Payroll	2	90060	USABLE LIFE	74.10 04/01/2015 To 04/30/2015 - USAble Life
2522	04/30/2015	Payroll	2	90061	WA STATE COUNCIL OF CNTY	492.78 04/01/2015 To 04/30/2015 - AFCSME Dues
2523	04/30/2015	Payroll	2	90062	WA STATE COUNCIL OF	140.00 04/01/2015 To 04/30/2015 - WSCOPO Dues
2524	04/30/2015	Payroll	2	90063	WESTERN STATES POLICE MEDICAL TRUST	742.95 04/01/2015 To 04/30/2015 - WSPMT
2525	04/30/2015	Payroll	2	90064	WSCCCE TRUST	3,760.38 04/01/2015 To 04/30/2015 - WSCCE
2526	04/30/2015	Payroll	2	90065	YAKIMA ADJUSTMENT SERVICE INC	614.73 04/01/2015 To 04/30/2015 - GARN2
2527	04/30/2015	Payroll	2	90066	YAKIMA CO CREDIT SERVICE INC	764.33 04/01/2015 To 04/30/2015 - GARN3

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Trans	Date	Туре	Acct#	War#	Claimant	Amount Memo			
2506	04/30/2015	Payroll	2	90068	WA STATE DRS - DCP	280.00 04/01/2015 To - DCP	04/30/2015 - DRS		
		101 Stree	sit System F r Fund age Fund			239,744.85 25,439.32 1,872.70 22,918.61 553.92 26,630.70			
	405 Sewel Fulld					317,160.10 Payroll:	317,160.10		

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 Office	r () Deputy Finance Director