

# UNION GAP CITY COUNCIL

## REGULAR MEETING AGENDA

MONDAY, SEPTEMBER 14, 2015 – 6:00 P.M.

CITY HALL ANNEX, 3103 2<sup>ND</sup> STREET, UNION GAP

### I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

### II. CONSENT AGENDA:

There will be no separate discussion of these items unless a Council Member requests in which event the item will be removed from the Consent Agenda and considered immediately following the Consent Agenda. All items listed are considered to be routine by the Union Gap City Council and will be enacted by one motion.

#### A. *Approval of Minutes:*

Regular Council Meeting Minutes, dated August 24, 2015, as attached to the Agenda and maintained in electronic format.

#### B. *Approve Vouchers:*

Claims Vouchers – EFT's and Voucher Nos. 90802 through 90914 for September 14, 2015, in the amount of \$551,723.05;

Payroll Vouchers – EFT's and Voucher Nos. 41432 through 41437, and 41444 through 41455, and 90791 through 90801 for August 31, 2015, in the amount of \$340,019.29;

Advance Travel Vouchers – Voucher No. 1241 for September 14, 2015, in the amount of \$349.51;

Petty Cash Vouchers – Voucher No. 1839 through 1840 for September 14, 2015, in the amount of \$110.00;

Resolution No. \_\_\_\_\_ - Public Defense Contracts.

### 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 Safety**

Resolution No. \_\_\_\_\_ - Supporting Renewal of .3% Additional Tax for Criminal Justice Purposes.

### **LTAC**

Resolution No. \_\_\_\_\_ - Extending Grant J. Hunt and Yakima Valley Tourism Contracts;

### **Public Works/Community Development**

1. Ordinance No. \_\_\_\_\_ - Land Use Table Update – Marijuana Business;
2. Resolution - WSDOT State Operating Grant Agreement - Consolidated Grant Program.

### **City Manager**

Resolution No. \_\_\_\_\_ - Venue Management Professional Services Agreement.

- 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**

Letter from Department of Commerce Regarding the Community Development Block Grant for the Senior Citizen Center.

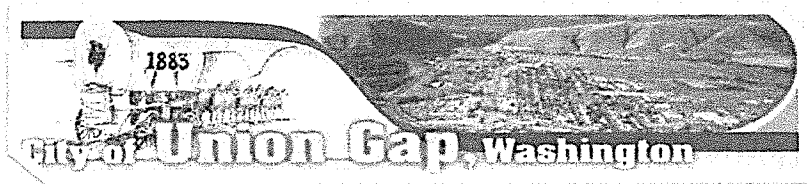
## **VIII. DEVELOPMENT OF NEXT AGENDA**

## **IX. ANY OTHER BUSINESS**

## **X. RECESS TO 20 – MINUTES EXECUTIVE SESSION:**

For Litigation Pursuant to RCW 42.30.110(i); the Council **does not** intend on taking action.

## **XI. ADJOURN REGULAR MEETING**



## City Council Communication

**Meeting Date:** September 14, 2015  
**From:** Gregory Cobb, Police Chief  
**Topic/Issue:** Resolution – Supporting renewal of .3% Additional Tax for Criminal Justice Purposes

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**SYNOPSIS:** The .3% Additional Tax for Criminal Justice Purposes is on the ballot for renewal this fall.

**RECOMMENDATION:** Approve a resolution supporting renewal of the .3% Additional Tax for Criminal Justice Purposes.

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

**FINANCIAL REVIEW:** Funds from the tax support public safety and would be difficult to replace if the tax is not renewed.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

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

A **RESOLUTION** supporting renewal of .3% Additional Tax for Criminal Justice Purposes.

**WHEREAS**, preserving the public safety is of paramount importance to the City of Union Gap, and

**WHEREAS**, the City receives funding from the .3% Additional Tax for Criminal Justice Purposes which the City devotes to enhancing public safety, and

**WHEREAS**, other cities in Yakima County and the county itself receive funding from this tax which these jurisdictions use to enhance public safety, and

**WHEREAS**, the City benefits from the expenditure of these resources in other jurisdictions because a regional effort to improve public safety is more effective than isolated efforts since criminals do not respect jurisdictional borders and mutual aid agreements among law enforcement agencies provide for the deployment of resources collaboratively for maximum impact.

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

The City of Union Gap supports renewal of the .3% Additional Tax for Criminal Justice Purposes.

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

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

ATTEST:

APPROVED AS TO FORM:

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

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



## City Council Communication

**Meeting Date:** September 14, 2015  
**From:** LTAC Committee  
**Topic/Issue:** Resolution – Extending Grant J. Hunt and Yakima Valley Tourism Contracts

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**SYNOPSIS:** The Lodging Tax Advisory Committee (LTAC) has recommended extending the tourism contracts for Grant J. Hunt and Yakima Valley Tourism from September 30, 2015 to December 31, 2015 in order to align with the City's fiscal year.

**RECOMMENDATION:** Accept LTAC's recommendation and extend the tourism contracts for Grant J. Hunt and Yakima Valley Tourism through December 31, 2015.

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

**FINANCIAL REVIEW:** Payments of these contracts comes out of LTAC funds.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Original Contracts for Grant J. Hunt and Yakima Valley Tourism

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

A **RESOLUTION** extending the tourism contracts for Grant J. Hunt and Yakima Valley Tourism through December 31, 2015.

**WHEREAS**, The tourism contracts for Grant J. Hunt and Yakima Valley Tourism will expire on September 30, 2015;

**WHEREAS**, in order to align with the City's fiscal calendar, the Council wishes to extend the tourism contracts with Grant J. Hunt and Yakima Valley Tourism through December 31, 2015;

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

The tourism contracts for Grant J. Hunt and Yakima Valley Tourism are extended until December 31, 2015.

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

**CONTRACT FOR PROFESSIONAL SERVICES**  
**City of Union Gap and Grant J. Hunt Company**

This Agreement is entered into by and between the City of Union Gap, Washington, hereinafter referred to as "the City," and Grant J. Hunt Company hereinafter referred to as "the Contractor."

WHEREAS, the City imposes a lodging tax pursuant to the provisions of Revised Code of Washington, Title 67, Chapter 28;

WHEREAS, the City can utilize the revenue collected through the lodging tax for the purpose or promoting tourism within the City of Union Gap;

WHEREAS, the City desires to have the Contractor perform services directed toward promoting tourism within the City pursuant to certain terms and conditions;

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered \$42,000 per year through 12 equal monthly payments.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing October 1, 2014 and ending September 30, 2015 unless sooner terminated under the provisions hereinafter specified. The Agreement may be extended for additional one year periods upon the written Agreement of the parties reached and reduced to writing 60 days prior to the termination date.
4. **Ownership and Use of Documents.** All documents, drawings, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City.
5. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
6. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part to the extent that such arises from the negligent acts or omissions of the Contractor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto.
7. **Termination.** This Agreement may at any time be terminated by either party upon giving sixty (60) days written notice of the party's intention to terminate the same.
8. **Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race,

color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

9. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
11. **Notices.** Notices to the City shall be sent to the following address:

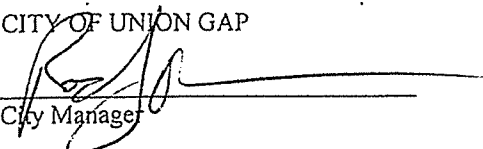
Rodney Otterness, City Manager  
P.O. Box 3008  
102 West Ahtanum Rd.  
Union Gap, WA 98903

Notices to the Contractor shall be sent to the following address:

Eric Patrick, Director of Marketing  
Grant J. Hunt Company  
2010 West Nob Hill Blvd.  
Yakima, WA 98908

13. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Yakima County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CITY OF UNION GAP

  
\_\_\_\_\_  
City Manager

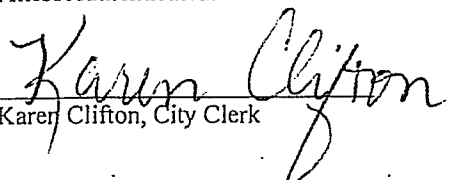
Date: 8-22-14

CONTRACTOR

  
\_\_\_\_\_  
By:  
Its:

Date: 9.23.14

Attest/Authenticated:

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





*Grant J. Hunt Company*

## BUDGET PROPOSAL

### MONTHLY RESPONSIBILITIES AND DUTIES

\$3,500.00/mo

#### MICRO/SHORT TERM FOCUS

- Direct and manage the marketing of the City to professional meeting planners through direct contact via telephone calls, visits and other communication
  - Each month a list of contacts with updates will be provided to the LTAC committee
  - Maintain and update database
- Conduct familiarization (fam) tours for interested groups to showcase the City's tourist attractions
  - Maintain and expand existing database
- Create a reproducible calendar of events with tourist related news to be distributed on the web, in hard copy, and to media and promotional outlets
  - Updated at least once a month, and more often as needed
  - Compare with regional calendar for development of new events
- Social media. Maintain and promote through social media. Updating current Facebook and creating a Twitter site. Provide regular updates to maintain constant communication.
  - Request permission to launch a Union Gap Twitter site the first week of October
- Website. Work with Yakima Valley Tourism (YVT) to Update and maintain the current [www.stayinthegap.com](http://www.stayinthegap.com) website. Work with YVT on their coverage of Union Gap
- Existing events and shows
  - Includes coverage and planning for existing local Union Gap events

#### Includes: MACRO/LONG TERM FOCUS

- Create a strategic plan to maximize collection of lodging taxes and TPA assessments to create an annual work plan
- Facilitate development of venues and production of events designed to maximize collection of lodging taxes and TPA assessments
- Coordinate with other groups, venues, events and agencies engaging in promotion of tourism with the Yakima Valley locally, regionally and nationally including but not limited to Central Washington Agricultural Museum, State Fair Park, Yakima Valley Tourism and others
- Engage in any and all other activities that would help to stimulate tourism.

Exhibit A – City of Union Gap and Grant J. Hunt Company contract for professional services

Includes: Compliance/Administrative Focus

- Create databases to evaluate and track why persons visit the City of Union Gap, the purposes of their stays, and whether they engaged in any tourist activities while in the City.

**Design and Creation of Promotional Materials** **TBD**

Design charges will be separate and on a project basis.

**Trade Show Coverage** **\$3,500 + expenses**

Coverage at NTA in New Orleans. 6 days.

**Totals:**

**MONTHLY RESPONSIBILITIES AND DUTIES** **\$3,500.00/mo**

**\$42,000.00 year**

**DESIGN AND CREATION** **TBD**

**TRADE SHOW ATTENDANCE** **TBD**

**Total estimated fees for year** **\$42,000.00**

**Opportunity Fund (unplanned activities)** **\$0,000.00**

**CONTRACT FOR PROFESSIONAL SERVICES**  
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WHEREAS, the City can utilize the revenue collected through the lodging tax for the purpose or promoting tourism within the City of Union Gap;

WHEREAS, the City desires to have the Contractor perform services directed toward promoting tourism within the City pursuant to certain terms and conditions;

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered \$21,500 per year through 12 equal monthly payments.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing October 1, 2014 and ending September 30, 2015 unless sooner terminated under the provisions hereinafter specified. The Agreement may be extended for additional one year periods upon the written Agreement of the parties reached and reduced to writing 60 days prior to the termination date.
4. **Ownership and Use of Documents.** All documents, drawings, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City.
5. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
6. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part to the extent that such arises from the negligent acts or omissions of the Contractor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto.
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8. **Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

9. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
11. **Notices.** Notices to the City shall be sent to the following address:

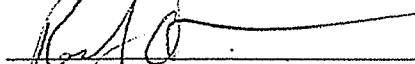
Rodney Otterness, City Manager  
P.O. Box 3008  
102 West Ahtanum Rd.  
Union Gap, WA 98903

Notices to the Contractor shall be sent to the following address:

John A. Cooper, President & CEO  
Yakima Valley Tourism  
10 North 8<sup>th</sup> Street  
Yakima, WA 98901

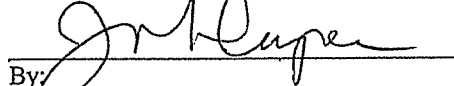
13. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Yakima County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CITY OF UNION GAP

  
\_\_\_\_\_  
City Manager


Date: 9-22-14

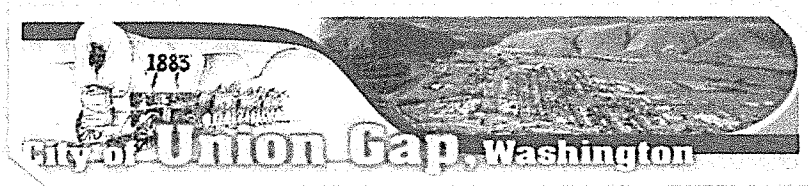
CONTRACTOR

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: CEO

Date: 9-23-14

Attest/Authenticated:

  
\_\_\_\_\_  
Kareh Clifton, City Clerk



## City Council Communication

**Meeting Date:** September 14, 2015  
**From:** David Spurlock; Dep. Director of Public Works & Community Development  
**Topic/Issue:** Ordinance – Land Use Table Update – Marijuana Business

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**SYNOPSIS:** On May 27, 2014 the Council adopted Ordinance No. 2861, creating chapter 17.29 "Marijuana Businesses" and modified table 17.04.030 Land Use to provide the level of zoning review for said businesses. It wasn't until after municode published the adopted ordinance that staff noticed that the adopted land use table did not match the planning commission's recommendation. The adopted ordinance did not include "Marijuana Retail Businesses" in the wholesale Warehouse Zoning district as intended by the Planning Commission. Staff is presenting an ordinance tonight to revise the land use table to meet the Planning Commission recommendation.

**RECOMMENDATION:** Approve ordinance revising the land use table as proposed.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Ordinance  
2. Revised Land Use Table 17.04.030

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

**AN ORDINANCE OF THE CITY OF UNION GAP,  
WASHINGTON, MODIFYING TABLE 17.040.030 WITHIN THE UNION  
GAP MUNICIPAL CODE**

**WHEREAS**, Initiative 502 regarding marijuana was approved by the voters of Washington State in 2012; and

**WHEREAS**, Initiative 502 provides for the following three types of marijuana businesses: producing (growing), processing, and retail; and

**WHEREAS**, the U.S. Department of Justice issued a memorandum on August 29, 2013 identifying federal priorities for enforcing the Controlled Substances Act, related to Washington's marijuana laws; and

**WHEREAS**, The Washington State Liquor Control Board adopted Chapter 314-55 WAC to establish rules regarding marijuana businesses and may begin accepting state business license applications on November 18, 2013; and

**WHEREAS**, under Initiative 502 and Chapter 314-55 WAC, any marijuana business property must meet certain requirements, including to be located at least 1000 feet from any elementary or secondary school, playground, recreation center, child care center, park, transit center, and library, as well as from any game arcade not restricted to ages 21 or older; and

**WHEREAS**, the City has mapped the 1000-foot buffer areas that apply to marijuana businesses and determined that only limited land areas are both outside a 1000-foot buffer and zoned for commercial or industrial use; and

**WHEREAS**, the City of Union Gap desires to keep marijuana businesses from locating within residences and residential zoning districts, as well as from locating inside any required 1,000-foot buffer areas; and

**WHEREAS**, after public notification as required, the Planning Commission held a public hearing on the Ordinance number 2861 on February 25, 2014 considered the zoning text amendment criteria, along with any public testimony and other relevant factors, and, following the public hearing, recommended approval of Ordinance 2861 to the City Council; and

**WHEREAS**, the Planning Commission's recommendation to council included changing table 17.04.030 for Marijuana Business to mirror liquor stores; and

**WHEREAS**, Ordinance number 2861 has been adopted creating chapter 17.29 “Marijuana Business” to establish zoning regulations for marijuana businesses, consistent with state statutes, and to protect the public health, welfare, and safety; and

**WHEREAS**, Ordinance number 2861 did not include “Marijuana Retail Business” as a class 1 review in the Wholesale Warehouse zoning as intended by the Planning commission; and

**WHEREAS**, it is the intention of the City Council to correct table 17.04.030 to meet the Planning Commission’s recommendation; and

**WHEREAS**, nothing in this Ordinance is intended nor shall be construed to authorize or approve of any violation of federal or state law, but is intended to set forth the conditions under which marijuana businesses shall not be subject to criminal enforcement action by the City of Union Gap. Notwithstanding the foregoing, the City will continue to enforce its nuisance laws and other regulations should the operation of a marijuana business violate such laws and regulations;

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

**Section 1. Recitals.** The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusion of Law of the City Council. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the Planning Commission.

**Section 2.** Table 17.040.030 of the Union Gap Municipal Code is hereby added and/or modified to read as attached:

**Section 3. Effective Date.** This Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

**ORDAINED this 14th day of September, 2015.**

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Roger Wentz, Mayor

APPROVED AS TO FORM:

ATTEST:

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Karen Clifton, City Clerk

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Bronson Brown, City Attorney



**TABLE 17.04.030**

**PERMITTED LAND USES**

to 6:00 a.m.																			
open 10:00 p.m. to 6:00 a.m. (24 hr.)									1			1			3				
	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-I	PbF	PrC	PkO							
Heating and plumbing equipment stores retail						1	1	1	1										
Heating and plumbing equipment stores wholesale only					3		2	1	1										
Heavy equipment storage, maintenance and repair						2	3	1	1										
Insurance agents, brokers and service agencies				3	1	1	1	1	1										
Jewelry, watches, silverware sales and repair				3	1	1	1	1	1										
Kennels					3	2	2	2											
Laundries					3	1	1	1											
Liquor stores					2	1	1	1											
Lumber yards						1	1	1	1										
Manufactured home and recreational vehicle sales						1	1	1											
<u>Marijuana retail business</u>					1	1	1	1											
Medical and dental laboratories, offices and clinics					3	1	1	2	2										
Motels and hotels						1	1	1											
Motor vehicle fuel sales					3	1	1	1	3										



## City Council Communication

**Meeting Date:** September 14, 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution - WSDOT State Operating Grant Agreement - Consolidated Grant Program

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**SYNOPSIS:** The City received a Washington State Department of Transportation State Operating Grant through the Consolidated Grant Program. Funding provides Rural Mobility, Para-transit / Special Needs, Regional Mobility and other special proviso funding through the multimodal transportation account, rural mobility grant program account, and regional mobility program account as identified in the budget through its 2015-2017 biennial appropriations to WSDOT.

This grant is for the purpose of providing operating funding assistance to sustain para-transit service for persons with special needs within the City of Union Gap service area.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to execute the WSDOT State Operating Grant Agreement Consolidated Grant Program.

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

**FINANCIAL REVIEW:**

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. WSDOT State Operating Grant Agreement

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

**A RESOLUTION** to authorize the City of Union Gap to apply for and accept a Washington State Department of Transportation (WSDOT) Grant;

**WHEREAS**, Washington State Law provides for Rural Mobility, Paratransit/Special Needs, Regional Mobility and other special funding;

**WHEREAS**, WSDOT's Public Transportation Division administers the Paratransit/Special Needs Transit Formula Grant Program funds to provide assistance to agencies for transportation related support of persons with special needs;

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

**Section 1.** be it resolved that the City of Union Gap authorizes the City Manager to sign a State Operating Grant Agreement with total funding of \$18,683 with WSDOT to provide funding assistance for a multi-tiered marketing program to increase ridership of paratransit services in the City of Union Gap.

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

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

<b>State Operating Grant Agreement</b>							
<input checked="" type="checkbox"/> <b>Consolidated Grant Program</b>	<input type="checkbox"/> <b>Regional Mobility Grant</b>						
<b>Washington State Department of Transportation</b> Public Transportation Division 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387  WSDOT Contact: Linda Howell 509-527-1846	<b>Contractor:</b> <b>Union Gap Transit</b> PO Box 3008 Union Gap, WA 98903  Contact Person: Dennis Henne 509 249-9206						
<b>Term of Project:</b> July 1, 2015 through June 30, 2017	<b>Federal ID #:</b> SW001320800						
<b>Scope of Project:</b> Scope of Project as set forth in Exhibit I, Scope of Work and Budget.	<b>Project Title:</b> Operating project as set forth in Exhibit I, Scope of Work						
<b>Service Area:</b> As defined in attached Exhibit I	<b>Project Costs:</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">State Funds \$</td> <td style="text-align: right;">18,683</td> </tr> <tr> <td style="text-align: right;">Contractor Funds \$</td> <td style="text-align: right;">0</td> </tr> <tr> <td style="text-align: right;">Total Project Cost \$</td> <td style="text-align: right; border-top: 1px solid black;">18,683</td> </tr> </table>	State Funds \$	18,683	Contractor Funds \$	0	Total Project Cost \$	18,683
State Funds \$		18,683					
Contractor Funds \$	0						
Total Project Cost \$	18,683						
<b>Agreement Number:</b> GCB2120							

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Contractor identified above, hereinafter the "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2015 Chapter 10 Section 220 (1), (2), (4) and (5) provides Rural Mobility, Paratransit/Special Needs, Regional Mobility and other special proviso funding through the multimodal transportation account, rural mobility grant program account, and regional mobility program account, as identified in the budget through its 2015-2017 biennial appropriations to WSDOT;

WHEREAS, the State of Washington in its Sessions Laws of 2015, Chapter 43, Section 207, subsection (2), (3), (4) and (7), added new revenue funds for Paratransit/Special Needs, Paratransit/Special Needs Non-profit, Regional Mobility and other proviso funding through the multimodal transportation account, rural mobility grant program account, and regional mobility program account, as identified in the budget through its 2015-2017 biennial appropriations to WSDOT;

WHEREAS, WSDOT's Public Transportation Division administers the Paratransit/Special Needs Transit Formula Grant Program funds to provide assistance to transit agencies for transportation related support of persons with special needs;

NOW, THEREFORE, in consideration of the terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit I, "Scope of Work and Budget," which are incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

### Section 1

#### Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide operating funds to the CONTRACTOR for public transportation services that meet the needs of persons in the State of Washington, hereinafter known as the "Project."

### Section 2

#### Scope of Project

The CONTRACTOR shall undertake and complete the Project described and detailed in Exhibit I, "Scope of Work and Budget," which is by this reference fully incorporated herein as if fully set out in this AGREEMENT and operate the service within the area described in the caption space header titled "Service Area," in accordance with the terms and conditions of this AGREEMENT. The caption space header titled "Service Area" and all caption space headers are by this reference incorporated herein as if fully set out in this AGREEMENT.

**Section 3**  
**Term of Project**

The CONTRACTOR shall commence, perform, and complete the Project within the time defined in the caption space header titled "Term of Project" on this AGREEMENT regardless of the date of execution of this AGREEMENT, unless terminated as provided herein.

**Section 4**  
**Contractor's Share of Project Costs**

A. The total Project cost shall not exceed the amounts detailed in the caption space header titled "Project Costs." The CONTRACTOR agrees to expend eligible funds, together with any "Contractor Funds" allocated for the Project, in an amount sufficient to complete the Project as detailed in Exhibit I, "Scope of Work and Budget." The CONTRACTOR further agrees that there shall be no reduction in the amount specified as the "Contractor Funds" unless there is a concurrent proportional reduction in the "State Funds" or WSDOT pre-approves the reduction in writing. If at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT will exceed or be less than the amount identified as "Total Project Cost" in the caption space header titled "Project Costs," the CONTRACTOR shall notify WSDOT in writing within three (3) business days of making that determination.

B. Minimum Match: The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in the caption space header titled, "Project Costs," reflected in the Contractor Funds. Any reduction in match will result in a proportional reduction in grant funds.

**Section 5**  
**Payment**

A. State funds shall be used to reimburse the CONTRACTOR for allowable expenses incurred in completing the Project as described in Exhibit I, "Scope of Work and Budget." Allowable Project expenses shall be determined by WSDOT as described in WSDOT's *Washington State Guide to Managing Your Public Transportation Grant for 2015*, , and any amendments thereto, found at <http://www.wsdot.wa.gov/Transit/Grants/Guidebook.htm>, and/or WSDOT's, *Guide to Managing Your Regional Mobility Grant, 2015*, and any amendments thereto, found at <http://www.wsdot.wa.gov/Transit/Grants/regional-mobility-grants-program-guidebook.htm>, which by this reference is fully incorporated herein. In no event shall the total amount reimbursed by WSDOT exceed "State Funds" identified in the caption space header titled "Project Costs," above.

B. Payment will be made by WSDOT on a reimbursable basis for actual net Project costs incurred within the timeframe in the caption space titled "Term of Project." Such costs to be reimbursed shall be calculated as described in WSDOT's *Guide to Managing Your Public Transportation Grant, 2015*, and/or WSDOT's, *Guide to Managing Your Regional Mobility Grant, 2015*, and any amendments thereto. WSDOT shall make no payments for costs incurred prior to the beginning or after the ending dates shown in the caption space titled "Term of Project". The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once a month and no less than once per quarter. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

C. The CONTRACTOR shall submit an invoice by July 15, 2016, for any unreimbursed eligible expenditures incurred between July 1, 2015, and June 30, 2016. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. The CONTRACTOR's final payment request must be received by WSDOT by July 15, 2017, within thirty (30) days of the completion of the Project, or within thirty (30) days of the termination of this AGREEMENT, whichever is sooner. Any payment request received after July 15, 2017 will not be eligible for reimbursement.

**Section 6**  
**Assignments and Subcontracts**

A. Unless otherwise authorized in advance and in writing by WSDOT, the CONTRACTOR shall not assign any portion of the Project or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT.

B. The CONTRACTOR agrees to include Sections 9 through 17 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the

performance of any work to be accomplished under this AGREEMENT. It is further agreed that those clauses shall not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:

Statement of Financial Assistance:

“This AGREEMENT is subject to the appropriations of the State of Washington.”

### **Section 7**

#### **Reports**

The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in WSDOT’s *Guide to Managing Your Public Transportation Grant, 2015*, and/or WSDOT’s, *Guide to Managing Your Regional Mobility Grant, 2015*, and any amendments thereto, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Project Passenger Trips Provided
2. Project Service Hours Provided
3. Project Revenue Service Miles Provided
4. Narrative Progress Report
5. Financial Status/Summaries of the Project.

### **Section 8**

#### **General Compliance Assurance**

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT’s *Guide to Managing Your Public Transportation Grant, 2015*, and/or WSDOT’s, *Guide to Managing Your Regional Mobility Grant, 2015*, and any amendments thereto. The CONTRACTOR agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

### **Section 9**

#### **No Obligation by the State Government**

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT’s specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

### **Section 10**

#### **Personal Liability of Public Officers**

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

### **Section 11**

#### **Ethics**

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR rent or purchase any equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

### **Section 12**

#### **Compliance with Laws and Regulations**

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the

CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

### **Section 13**

#### **Environmental Protection**

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA).

### **Section 14**

#### **Accounting Records**

**A. Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

**B. Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

### **Section 15**

#### **Audits, Inspection, and Retention of Records**

**A. Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the term of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

**B. General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

**C. Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project

### **Section 16**

#### **Labor Provisions**

**Overtime Requirements.** No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with Title 49 RCW, Labor Regulations.

### **Section 17**

#### **Changed Conditions Affecting Performance**

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

## Section 18

### Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

*Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 18 – Coordination of Special Needs Transportation.*

## Section 19

### Disputes

**A. Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

**B. Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

**C. Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

**D. Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by the WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## Section 20

### Termination

**A. Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR;  
or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;



6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

**B. Termination for Default.** WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;

2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;

3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

#### **Section 21**

##### **Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

#### **Section 22**

##### **Lack of Waiver**

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

#### **Section 23**

##### **Limitation of Liability**

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

#### **Section 24**

##### **Agreement Modifications**

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such amendments shall not be binding or valid unless signed by the persons authorized to bind each of the PARTIES.

#### **Section 25**

##### **WSDOT Advice**

The CONTRACTOR bears complete responsibility for the administration and success of the Project as it is defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

#### **Section 26**

##### **Venue and Process**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

#### **Section 27**

##### **Subrogation**

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

#### **Section 28**

##### **Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

**Section 29**  
**Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 30**  
**Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 31**  
**Execution**

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

**Section 32**  
**Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year signed last below.

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

By: \_\_\_\_\_  
Brian Lagerberg, Director  
Public Transportation Division

By: \_\_\_\_\_  
Authorized Representative

Title: \_\_\_\_\_

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

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

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

APPROVED AS TO FORM

By: Susan Cruise  
Assistant Attorney General

Date: 7/29/2015

**Exhibit I**  
**SCOPE OF WORK AND BUDGET**

<b>Total Project Cost</b>	
Federal Funds	\$0
State Funds	\$18,683
Contractor Funds	\$0
<b>Total Project Cost</b>	<b>\$18,683</b>

**Funding by Project**

**PROJECT A**

**Scope of Work:** To provide funding assistance for a multi-tiered marketing program featuring broadcast media, social media, print media, and transit bus signage to increase ridership of paratransit services in the City of Union Gap.

<b>Funding</b>	<b>Percentage</b>	<b>Total Project Funds</b>
State Paratransit Special Needs Transit Formula Funds	100%	\$18,683
<b>Total Project Cost</b>	<b>100%</b>	<b>\$18,683</b>

**Budget:** *Funding and percentages identified reflect current total project funds 2015-2017.*



## City Council Communication

**Meeting Date:** September 14, 2015  
**From:** Rod Otterness, City Manager  
**Topic/Issue:** Resolution – Venue Management Professional Services Agreement

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**SYNOPSIS:** The City Council has previously authorized staff to negotiate a Venue Management Professional Services agreement with the Vine Venue for venue management services for the Barn and the Activities Building.

**RECOMMENDATION:** Approve resolution authorizing execution of Agreement for Professional Services – Venue Management.

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

**FINANCIAL REVIEW:** Compensation for services is percentage of gross receipts from venue rentals.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Venue Management Professional Services agreement

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

**A RESOLUTION** Authorizing the City Manager to sign a Professional Services Agreement for Venue Management Services.

**WHEREAS**, the City of Union Gap wishes to utilize Vine Venue to provide comprehensive Venue Management Services for the “Barn” and the “Activities Building” venues at the Ahtanum Youth Activities Park.

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

The City Manager is authorized to sign a Professional Services Agreement for Venue Management Services between the City of Union Gap and Vine Venue.

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**VENUE MANAGEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Union Gap, 107 W. Ahtanum Road, PO Box 3008, Union Gap, WA 98903 (hereinafter called the "City"), and the Vine Venue (hereinafter called the "Service Provider").

**WITNESSETH:**

**1. GENERAL DESCRIPTION OF WORK:**

The Service Provider shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

**2. SCOPE OF WORK**

The Service Provider shall provide overall management and promotion of the "Barn" and "Activities Building" venues in the Ahtanum Youth Activities Park for the City. Services to be provided are detailed in the attached "Exhibit A – Scope of Work" and are made part of this Agreement.

**3. TIME FOR BEGINNING AND COMPLETION**

This agreement shall be for the period beginning September 14, 2015 and continue through December 31, 2018 unless terminated sooner by either party as provided herein.

**4. PAYMENT**

Payment shall be made from gross revenues for venue rentals as collected by the Service Provider and divided between the Service Provider and the City as detailed in the attached "Exhibit B – Payment".

The above payment amount is only for Venue Management Services performed or to be performed. Any actual costs incurred directly by the Service Provider shall be separately invoiced to be reimbursed by the City to the Service Provider upon prior approval of the City. Service Provider will be paid within thirty (30) working days following the receipt by the City of invoice for these costs.

Service Provider shall account monthly for gross revenues collected on behalf of the City and remit to City its portion of gross revenues as detailed in Exhibit B.

The Service Provider shall keep available for inspection by representatives of the City cost records and accounts pertaining to this Agreement and all items relating to or bearing upon these records for three years. In addition, if any litigation, claim, or audit arising out of, in connection with, or relating to this agreement is initiated before the expiration of the three-year period, the cost records and

accounts shall be retained until such litigation, claim, or audit involving the records is completed.

5. **EMPLOYMENT**

Any and all employees of the Service Provider or other persons while engaged in the performance of any work or services required of the Service Provider under this Agreement, shall be considered employees of the Service Provider only and not of the City, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Service Provider's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Service Provider.

6. **OTHER PARTIES**

It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party.

7. **OWNERSHIP OF DOCUMENTS**

All documents and other work products prepared pursuant to this Agreement will become the property of the City upon payment to the Service Provider of amounts as set forth in this Agreement.

8. **TERMINATION**

This Agreement may be terminated by either party upon ninety (90) days written notice, by registered mail, or mailed to the other party at its usual place of business. In the event the Service Provider terminates this Agreement without the full amount of notice as provided by this paragraph, the City shall pay the Service Provider for the work performed up to and including the date of termination but shall not pay Service Providers' portion of actual gross revenues received by the City subsequent to termination for events booked by Service Provider prior to termination. In the event the City terminates this Agreement or the Service Provider terminates this Agreement with the full amount of notice as provided by this paragraph the City shall pay the Service Provider for the work performed including Service Providers' portion of actual gross revenues received by the City subsequent to termination for events booked by Service Provider prior to the date of termination with payment made when such revenues are actually received.

9. **INSURANCE**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.



**No Limitation.** Service Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Service Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City.
2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**10. INDEMNIFICATION / HOLD HARMLESS**

Service Provider shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**11. STANDARD OF CARE**

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality. The Service Provider makes no warranties express or implied, under this Agreement or otherwise, in connection with the Service Provider's services.

**12. SUCCESSORS OR ASSIGNS**

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

**13. EQUAL OPPORTUNITY AGREEMENT**

The Service Provider agrees that he will not discriminate against any customer, employee, or job applicants for work on this Agreement for reasons of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of trained dog guide or service animal.

**17. PARTIAL INVALIDITY**

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

**18 COMPLIANCE WITH CITY CODES AND STATE AND FEDERAL LAWS**

The Service Provider agrees to comply with all city codes and state and federal laws during the term of this agreement. In the event Service Provider at any time is not in full compliance with all such laws the City shall notify Service Provider of the non-compliance and put a plan in place for Service Provider to become compliant. If Service Provider does not follow the plan or become compliant then City may for cause, terminate this agreement. If at any time the City-owned venues are found to be out of compliance with city codes and state and federal laws during the term of this agreement it is the City's responsibility and not the Service Provider's responsibility to bring those City-owned venues into compliance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF UNION GAP, WASHINGTON

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

\_\_\_\_\_  
Kim Eisenzimmer, Vine Venue

\_\_\_\_\_  
Connie Eisenzimmer, Vine Venue

ATTEST:

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

**EXHIBIT “A” - SCOPE OF WORK  
VENUE MANAGEMENT PROFESSIONAL SERVICES AGREEMENT**

- a. Perform all necessary functions required as Venue Managers of the Barn and the Activities Buildings.
- b. Provide advice, assistance, and management of the venues for weddings, receptions, reunions, and similar events to increase total bookings and gross revenues received.
- c. Market, advertise and promote the venues in coordination with the City’s other marketing efforts to maximize revenues while promoting the venues as destinations to support tourism and related economic development goals.
- d. Develop multi-year strategic marketing and promotion plan including marketing budget and revenue forecasts. Recommend facility improvements and report maintenance concerns to city staff.
- e. Schedule the venues, provide customer showings, and quality customer service including minor maintenance as may be needed on a last minute basis if city maintenance staff are unavailable.
- f. Ensure customer compliance with city permit and insurance requirements
- g. Work cooperatively with diverse stakeholders in the hospitality/tourism business including the City’s Lodging Tax Advisory Committee, City Council, Park Board and City Staff.
- h. Provide prompt, customer-oriented service to promote word-of-mouth and repeat customer business to maximize venue revenues.
- i. Collect and account for revenues received and timely report and remit receipts to the City as provided for pursuant to this agreement.

**EXHIBIT B - PAYMENT  
VENUE MANAGEMENT PROFESSIONAL SERVICES AGREEMENT**

<u>ANNUAL REVENUE</u>	<u>DIVISION (City/Vine Venue)</u>	<u>AMOUNT (Examples)</u>
\$0 - \$40,000	75%/25%	\$30,000/\$10,000 (\$40,000 gross revenue)
\$40,000 - \$60,000	70%/30%	\$44,000/\$16,000 (\$60,000 gross revenue)
\$60,000 - \$80,000	65%/35%	\$57,000/\$23,000 (\$80,000 gross revenue)
>\$80,000	60%/40%	\$69,000/\$31,000 (\$100,000 gross revenue)

9-14-15

# **COMMUNICATIONS/QUESTIONS/COMMENTS**



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

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

September 3, 2014

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

Dear Mr. Otterness:

We have reviewed and rated your Community Development Block Grant (CDBG) General Purpose Grant application for senior center construction. Unfortunately, the City of Union Gap's application was not selected for funding.

Our 2015 grant allocation was reduced by 1.9 percent from 2014, resulting in only \$9.1 million available to cover over \$17 million in funding requests for this year. After working with several communities and other funding partners to reduce their CDBG awards, we are only able to fund the 15 highest-ranking projects out of the 27 applications submitted.

We very much appreciate the effort you invested to develop your CDBG application. We offer all unfunded applicants an opportunity to discuss our funding decisions as well as review what steps to consider for the future. Debriefings are held in the fall and if you are interested in scheduling a meeting, or if you have questions regarding the CDBG General Purpose Grant application process, please contact Sheila Lee-Johnston at (360) 725-3009 or [sheila.lee-johnston@commerce.wa.gov](mailto:sheila.lee-johnston@commerce.wa.gov).

Sincerely,

Kaaren Roe  
CDBG Program Manager

# CONSENT AGENDA

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
*Union Gap, Washington*  
**August 24, 2015 Regular Meeting**  
**MINUTES**

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

Council Members Present Council Members Lenz, Olson, Butler, Matson, and Murr were present.

Staff Present City Attorney Brown, City Manager Otterness, Public Works/Community Development Director Henne, Finance and Administration Director Clifton, PR/AP Technician Bisconer, and Police Chief Cobb were present.

Audience Present See list.

Pledge of Allegiance Deputy Mayor Matson 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 August 10, 2015 as attached to the agenda and maintained in electronic format.

Approve EFT's and Claim Voucher Nos. 90732 through 90790 in the amount of \$756,317.54 dated August 24, 2015.

Motion carried unanimously.

Excuse Council Member Motion by Council Member Butler, second by Council Member Lenz to excuse Council Member Carney. Motion carried unanimously.

Recess to Executive Session Motion by Council Member Olson, second by Council Member Murr to recess to 15 minute executive session to discuss potential litigation regarding personnel. Voting on the motion Ayes – Olson, Murr, Matson, and Wentz; Nays – Lenz and Butler. Motion carried.

At 6:03 Mayor Wentz recessed to an Executive Session for 15 minutes to discuss possible litigation pursuant to RCW 42.30.110(i). Mayor Wentz, Council Members, City Manager Otterness, and City Attorney Brown attended.

Mayor Wentz reconvened the meeting at 6:18.

Items from the Audience None.



*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – August 24, 2015*

General Items

2<sup>nd</sup> Quarter Financial Update Finance and Administration Director Clifton presented the 2<sup>nd</sup> Quarter Financial Update including revenues received due to marijuana sales.

Amend Ordinance No. 2875 Motion by Council Member Lenz, second by Council Member Olson to amend Ordinance 2875 authorizing revenues from marijuana sales be transferred into the parks development reserve fund to be retroactive to January 2015. Motion carried unanimously.

Public Works/Community Development

City Center – USDA Loan Application Public Works/Community Development Director Henne gave an overview of the USDA Rural Development loan application including alternative loan repayment figures for 20, 30, and 40 year loan periods. Motion by Council Member Murr, second by Council Member Lenz to authorize USDA Rural Development loan application in the amount of \$9,936,926 for a City Center project including city hall, police station, senior center, and library. Voting on the motion Ayes – Lenz, Murr, Matson, Butler, and Wentz; Nays – Olson. Motion carried.

City Manager

Venue Management Professional Services Agreement Motion by Council Member Lenz, second by Council Member Murr to table the Venue Management Services Agreement to a future meeting. Motion carried unanimously.

Items from the Audience

Ron Simmons commented on how impressed he was in regards to the Quarterly report presented by Finance and Administration Director Clifton. Mayor Wentz expressed his gratitude to staff for their efforts regarding financial management of the city.

City Manager Report

City Manager Otterness congratulated the City Council on the strong financial report which is the result of the decisions the council has made to restructure and reorganize city operations. He thanked the Tony Hawk Foundation for donating skateboards and skateboarding related merchandise to help the skatepark committee with fundraising. He stated that the Yakima Third Ward, Englewood Spanish Branch, and the Terrace Heights Spanish Branch of the Mormons will be painting the shelters and picnic tables at the park and renovating the volleyball courts at the Ahtanum Youth Activities Park on Saturday September 12 and he thanked them for their efforts.

Communications/Questions/Comments

Council Member Olson requested an update on access improvements to Fullbright Park. Public Works/Community Development Director Henne responded that a scope of work is being prepared.

Development of next agenda

Council Member Matson requested discussion of removing the arborvitae from Loudon Park be placed on the next agenda.

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – August 24, 2015*

Other Business

None.

Adjournment of Meeting

At 7:09 p.m. Mayor Wentz adjourned the August 24, 2015 Regular Council Meeting.

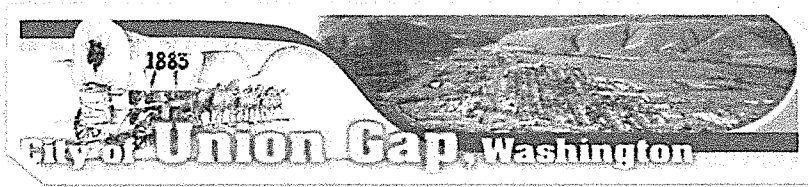
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Rodney Otterness, City Manager

ATTEST:

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Karen Clifton, City Clerk



## City Council Communication

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

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**SYNOPSIS:** Claim Vouchers Dated September 14, 2015.

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 90802 through 90914 in the amount of \$551,723.05.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

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

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

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Time: 17:35:06 Date: 09/09/2015

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5081	09/04/2015	Claims	2	EFT	XPRESS BILL PAY	298.40	UB ONLINE PAYMENTS - 08/2015
5089	09/01/2015	Claims	2	EFT	MERCHANT SERVICES	585.04	CREDIT CARD FEES - 08/2015
5090	09/03/2015	Claims	2	EFT	CHASE PAYMENTECH	553.78	ONLINE CREDIT CARD FEES - 08/2015
5097	09/14/2015	Claims	2	EFT	SPECTRUM BUSINESS	214.17	CH INTERNET/TV-09/2015
5098	09/14/2015	Claims	2	EFT	SPRINT PW COM DEV	766.45	PW-COM DEV-08/2015
5099	09/14/2015	Claims	2	EFT	US BANK CARDMEMBER SVC	1,483.86	PISTOL MAG POUCH-COBB; DRV, USB, HRD, DRV; RESIDENTIAL BUILDING INSPECTOR EXAM- J. CAVANAUGH; EQUIPMENT FOR DETECTIVE VEHICLE #24, RCW TRAFFIC AND CRIMINAL CODE BOOKS; PD TRAINING-MCKINLEY (HOTEL & FO
5071	09/08/2015	Claims	2	90802	MEDSTAR CABULANCE,	38,189.58	DIAL A RIDE/FIXED BUS ROUTE-08/2015
5100	09/14/2015	Claims	2	90803	ABBOTTS PRINTING	89.22	HAPPY HOUR SPECIALS FLYERS
5101	09/14/2015	Claims	2	90804	AMERICAN EXPRESS CREDIT CARD	667.85	DIRECTORS MEETING - 08/12/15; AWC BUDGET WORKSHOP - CLIFTON; WMCA FALL ACADEMY - CLIFTON/BISCONER; DIRECTOR'S MTG 08/25/15
5102	09/14/2015	Claims	2	90805	ATLAS STAFFING INC	4,446.00	SEASONAL PARKS STAFF WK ENDING 08/02/15; SEASONAL PARKS WK ENDING 08/09/15; SEASONAL PARKS WK ENDING 08/23/15
5103	09/14/2015	Claims	2	90806	B & M SAW SHOP	133.91	SUPPLIES; 24" CHAIN
5104	09/14/2015	Claims	2	90807	BASIN DISPOSAL OF YAKIMA LLC	74,878.54	GA/RCY SVC-08/2015
5105	09/14/2015	Claims	2	90808	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY - 08/2015
5106	09/14/2015	Claims	2	90809	BLUMENTHAL UNIFORMS &	3,881.31	PD UNIFORMS & EQUIPMENT FOR JIMENEZ & HUNT; PD VEST-DELP
5107	09/14/2015	Claims	2	90810	BURROWS TRACTOR COMPANY	476.09	SUPPLIES; BELTS, IDLERS, HARNESS; BLADES; BLADE, F23. 7C2
5108	09/14/2015	Claims	2	90811	CALIBRE PRESS	139.00	FEMALE ENFORCERS TRAINING-LEVESQUE
5109	09/14/2015	Claims	2	90812	CANON FINACIAL SERVICES	313.66	PD COPIER LEASE 08/01/15-08/31/15
5110	09/14/2015	Claims	2	90813	CANON SOLUTIONS AMERICA	121.64	PD COPIER MAINTENANCE 06/06/15-08/05/15
5111	09/14/2015	Claims	2	90814	CAREY MOTORS	1,011.91	VEHICLE SERVICE #4 & #24; VEHICLE SERVICE #17-REPAIR ABS MODULE; VEHICLE SERVICE #8-LOF
5112	09/14/2015	Claims	2	90815	CASCADE ANALYTICAL INC	2,645.70	WASTEWATER SAMPLING; DRINKING WATER SAMPLING & WW SAMPLING; WATER/ WASTEWATER SAMPLING
5113	09/14/2015	Claims	2	90816	CASCADE INDUSTRIAL & HYD LLC	20.86	HOSE ASSEMBLY

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5114	09/14/2015	Claims	2	90817	CASCADE NATURAL GAS CORP	49.21	4401 1/2 MAIN ST - 07/2015; PD NATURAL GAS 07/07/15-08/04/15; 3007 S 2ND ST - 08/2015
5115	09/14/2015	Claims	2	90818	CASCADE VALLEY LUBE	114.75	FULL SERVICE- TRK # 1021; FULL SERVICE TRK # 1017
5116	09/14/2015	Claims	2	90819	CENTRAL WA AG MUSEUM	1,887.50	AG MUSEUM COORDINATOR - 08/2015; AG MUSEUM COORDINATOR 07/2015
5117	09/14/2015	Claims	2	90820	CENTURY LINK	373.14	WA TELEMETRY - 7/15; PD PHONES JULY 2015
5118	09/14/2015	Claims	2	90821	CI SHRED	36.40	PD SHREDDING 7/28/15
5119	09/14/2015	Claims	2	90822	CINTAS CORP #605	487.27	SR CTR/PK MOP & MAT SVC; CH MOP & MAT SVC; PD MAT SERVICE AUGUST 2015; CH MOP & MAT SVC
5120	09/14/2015	Claims	2	90823	CLASSIC CAR WASH	126.50	PD CAR WASHES JULY 2015
5121	09/14/2015	Claims	2	90824	CLASSIC PRINTING	281.49	SOCCER PASSES; UB STATEMENTS - 07/2015
5122	09/14/2015	Claims	2	90825	GREGORY COBB	15.92	SCHOOL ADVISORY GROUP MEETING
5123	09/14/2015	Claims	2	90826	JO COLLIER	541.26	CONTRACT SVC - 08/2015
5124	09/14/2015	Claims	2	90827	COLUMBIA PAINT COMPANY	324.61	REPAIR KIT, PRO PARK YELLOW
5125	09/14/2015	Claims	2	90828	JOSH COOK	39.14	Refund Utility Deposit
5126	09/14/2015	Claims	2	90829	JOHN CRIMIN	104.90	LEOFF 1 RETIREE MEDICARE-09/2015
5127	09/14/2015	Claims	2	90830	CULLIGAN YAKIMA, WA	29.03	PW/COMM DEV - 07/2015
5128	09/14/2015	Claims	2	90831	DAY WIRELESS	401.43	BATTERIES FOR HT1250, PROGRAMMED TO REQUESTED FREQUENCIES; VEHICLE SERVICE #11 & 12-TROUBLESHOOT ISSUES WITH SCANNER
5129	09/14/2015	Claims	2	90832	DEX WEST	578.70	PARKS AD - 08/2015
5130	09/14/2015	Claims	2	90833	FASTENERS	200.26	SUPPLIES
5131	09/14/2015	Claims	2	90834	FIRESTONE TIRE & SERVICE CTRS	652.98	VEHICLE SERVICE #1-NEW TIRE PACKAGE
5132	09/14/2015	Claims	2	90835	KIMBERLY FISCHER	3.81	WATER DEPOSIT REFUND
5133	09/14/2015	Claims	2	90836	FIVE K COMPUTER-INTERNET-PHONES	14.95	EMAIL HOSTING - 09/2015
5134	09/14/2015	Claims	2	90837	FOWLER COMPANY HD	11,191.39	SUPPLIES; SUPPLIES; SUPPLIES
5135	09/14/2015	Claims	2	90838	FRANKS OK TIRE STORE	1,915.96	ST235/80R16 250 FREES M-108 & SERVICE CALL REGULAR TRAILER, SHOCK ABSORBER & LABOR TRK # 1008; TIRES/ SPIN BALANCE TRK # 1017
5136	09/14/2015	Claims	2	90839	FUTURE LINK COMMUNICATIONS	211.88	PHONE SYSTEM TROUBLESHOOTING
5137	09/14/2015	Claims	2	90840	GAP AUTO PARTS	398.46	SEAT COVERS & RETURN; RADIAL SEAL OUTER AIR, SPIN-ON LUBE FILTER; SUPPLIES; SUPPLIES; SUPPLIES; AIR FILTER PANEL
5138	09/14/2015	Claims	2	90841	GE CAPITAL	409.43	TASKALFA 65001-09/2015
5139	09/14/2015	Claims	2	90842	GEARJAMMER	1,333.59	PD GAS AUGUST 1-15, 2015

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5140	09/14/2015	Claims	2	90843	GENE WEINMANN CONSULTING	52.50	CDBG MANAGEMENT - 08/2015
5141	09/14/2015	Claims	2	90844	GILLIHAN LAW OFFICE PLLC	5,700.00	PUBLIC DEFENDER - 08/2015
5142	09/14/2015	Claims	2	90845	GREATER YAKIMA	800.00	MEMBERSHIP DUES
5143	09/14/2015	Claims	2	90846	HD SUPPLY WATERWORKS LTD	6,172.16	METER, ANTENNA
5144	09/14/2015	Claims	2	90847	HILLBILLY HAULERS	194.76	PD LAWN CARE AUGUST 2015
5145	09/14/2015	Claims	2	90848	HUIBREGTSE, LOUMAN ASSOC INC	103,257.63	PROFESSIONAL ENGINEERING & LAND SURVEYING SERVICES
5146	09/14/2015	Claims	2	90849	JARED S HUNT	44.98	ACADEMY WRESTLING SHOES
5147	09/14/2015	Claims	2	90850	INDEPENDENT WATER SERVICE INC	17.31	CH-WA & COOLER RENT-9/15
5148	09/14/2015	Claims	2	90851	INT'L PUBLIC MGMT ASSOC. FOR HR	609.50	CREDIT-PO-EL 102 ENTRY TEST & TEST INFO; ENTRY LEVEL POLICE OFFICER TESTING MATERIAL; ENTRY LEVEL POLICE OFFICER-TEST & RESTOCKING
5149	09/14/2015	Claims	2	90852	INTEGRA TELECOM	1,932.91	CH - 09/2015; SR CTR-09/15
5150	09/14/2015	Claims	2	90853	INTERSTATE BATTERIES	54.05	BLEM
5151	09/14/2015	Claims	2	90854	KAPP-KVEV	500.00	OLD TOWN DAYS ADVERTISEMENT
5152	09/14/2015	Claims	2	90855	KAZ TROPHIES & KAZUALS	109.18	NAME PLATES
5153	09/14/2015	Claims	2	90856	KELLER SUPPLY CO	447.97	TUBE CAP, SOLD, PASTE SOLDER FLUX; SUPPLIES
5154	09/14/2015	Claims	2	90857	LOWES COMPANY INC	852.42	SUPPLIES; SW CMPT STRPR, SHOWER WAND, NEVERKINK; STYLE SELECTION GER; SUPPLIES; SUPPLIES; SUPPLIES
5155	09/14/2015	Claims	2	90858	LOWES COMPANY INC	433.54	PD FACILITY SUPPLIES-PATROL REMODEL
5156	09/14/2015	Claims	2	90859	MACHINE UNLIMITED	60.00	MACHINE FACE OF BRASS VALVE DOWN 3/16" PER CUSTOMER INSTRUCTION
5157	09/14/2015	Claims	2	90860	MANSFIELD ALARM CO INC	271.46	ALARM MONITORING - 09/15 - 11/2015
5158	09/14/2015	Claims	2	90861	ABIGAIL MANZANAREZ	68.23	Refund Utility Deposit
5159	09/14/2015	Claims	2	90862	MCCOYS DISTRIBUTING INC	254.68	SR CTR BINGO SUPPLIES
5160	09/14/2015	Claims	2	90863	MENKE JACKSON BEYER LLP	34,155.41	PUBLIC RECORDS CASE
5161	09/14/2015	Claims	2	90864	ANABEL MIRANDA	50.00	OUTDOOR DEPOSIT REFUND
5162	09/14/2015	Claims	2	90865	MORTON'S SUPPLY	206.65	BLACK UNION, TEFLON TAPE, REAL-TUFF TEFLON PASTE; BLK PIPE, CUTTING, THREADING, BANDING; GAL CAPS, PVC PIPE, FLEX COUPLING
5163	09/14/2015	Claims	2	90866	OFFICE DEPOT	88.63	PD OFFICE SUPPLIES-CERTIFICATES; OFFICE SUPPLIES-ENVELOPE SEALER & INK FOR PRINTER
5164	09/14/2015	Claims	2	90867	OFFICE DEPOT	66.39	USB'S, STAPLES, PENS & NOTE PADS; SAFE BATTERY

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5165	09/14/2015	Claims	2	90868	OFFICE SOLUTIONS NORTHWEST	256.72	SHEET PROTECTORS, PACKING TAPE ETC; FAX TONER, DUSTOFF & PENS; FILE FOLDERS
5166	09/14/2015	Claims	2	90869	OLD TIME SPRAY SERVICE	80.93	PD OUTDOOR BUG SPRAYING AUGUST 2015
5167	09/14/2015	Claims	2	90870	RODNEY G OTTERNESS	119.35	AWC BUDGET WORKSHOP
5168	09/14/2015	Claims	2	90871	OWEN EQUIPMENT CO	12,664.15	VACTOR REPAIRS
5169	09/14/2015	Claims	2	90872	OXARC INC	146.59	GLOVES, LENS; NITRILE GLOVES
5170	09/14/2015	Claims	2	90873	PACIFIC POWER	18,690.75	LIFT STATION-07/2015; TRAFFIC LIGHTS-07/15; WELLS-07/15; PD POWER 06/30/15-07/31/15; AG MUSEUM - 08/2015; FD/CH-08/2015
5171	09/14/2015	Claims	2	90874	PEPSI COLA - YAKIMA	59.89	POP MACHINE FOR NATIONAL NIGHT OUT
5172	09/14/2015	Claims	2	90875	POWERPLAN - OIB	6,530.24	PARTS AND LABOR- MAKE: JD MODEL: 310SG SERIAL NUMBER T0310SG940387
5173	09/14/2015	Claims	2	90876	REPUBLIC PUBLISHING CO	68.58	SUMMARY OF ORD #2878
5174	09/14/2015	Claims	2	90877	RUSSELL CRANE SERVICE INC	45,229.04	CITY HALL DEMO
5175	09/14/2015	Claims	2	90878	SERVICEMASTER PROFESSIONAL CLEANING	286.03	PROFESSIONAL BIOHAZARD VEHICLE CLEANING-LEVESQUE
5176	09/14/2015	Claims	2	90879	SHERWIN-WILLIAMS COMPANY	6.51	LG BRASS BRUSH, ECON PL P-KNF 3 PK
5177	09/14/2015	Claims	2	90880	SHRED-IT	233.80	SHRED SVC - 06/15 - 07/15
5178	09/14/2015	Claims	2	90881	DON C. SMITH	300.94	LEOFF 1 RETIREE RX
5179	09/14/2015	Claims	2	90882	SPLASH EXPRESS AUTO SERVICES LLC	21.99	AUTO CAR WASH; SPLASH EXTREME TRK # 1017
5180	09/14/2015	Claims	2	90883	STAR RENTALS	147.12	FLO GREEN PAINT, 3/4" MARKING WAND
5181	09/14/2015	Claims	2	90884	SUPPLYWORKS	454.56	CAN LINERS
5182	09/14/2015	Claims	2	90885	U-HAUL MOVING & STORAGE	533.75	CH STORAGE - 09/2015
5183	09/14/2015	Claims	2	90886	UNION GAP WATER FUND & SEWER	2,582.59	AG MUSEUM - 08/2015
5184	09/14/2015	Claims	2	90887	UNION GAP	286.00	SUMMER YOUTH PROGRAM MOVIE TICKETS
5185	09/14/2015	Claims	2	90888	UNITED BUSINESS MACHINES	70.18	KYOCERA 3050-LEASE 7/15-8/14/2015
5186	09/14/2015	Claims	2	90889	UNITED PARCEL SERVICE	46.17	PD SHIPPING-EVIDENCE & DUTY BELTS
5187	09/14/2015	Claims	2	90890	UNITED SALES INC	65.93	LASER PER SAMPLE 1/2' PLATE
5188	09/14/2015	Claims	2	90891	UNUM LIFE INSURANCE	171.90	LEOFF 1 DISABILITY - 09/2015
5189	09/14/2015	Claims	2	90892	US LINEN & UNIFORM	474.66	PW UNIFORMS-07/15
5190	09/14/2015	Claims	2	90893	VALLEY LOCK & KEY SERVICE	14.28	DUPLICATE KEYS
5191	09/14/2015	Claims	2	90894	VERIZON WIRELESS	1,590.31	PD PHONES & MDT MODEMS JUL 14-AUG 13, 2015; PD MDT MODEMS APRIL 14-MAY 13, 2015
5192	09/14/2015	Claims	2	90895	OSMAYDA VILLALBA	150.00	ACTIVITIES BUILDING DEPOSIT REFUND
5193	09/14/2015	Claims	2	90896	WA STATE AUDITOR	2,937.75	2014 AUDIT - 07/2015

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5194	09/14/2015	Claims	2	90897	WA STATE PATROL	29.50	BACKGROUND CHECKS - 07/15
5195	09/14/2015	Claims	2	90898	WA STATE TREASURER	17,014.55	CJRS-07/2015
5196	09/14/2015	Claims	2	90899	WACE	240.00	2015 FALL CONFERENCE- J. CAVANAUGH
5197	09/14/2015	Claims	2	90900	WAPATO POLICE DEPT	25,016.89	PRESCRIPTION BILLING JUNE 2015; JAIL BILLING JULY 2015
5198	09/14/2015	Claims	2	90901	LYDIA M WAREHIME	63.70	SR CTR YARD SALE AD
5199	09/14/2015	Claims	2	90902	WONDRACK DIST INC	3,164.71	PW/ CED FUEL-07/15
5200	09/14/2015	Claims	2	90903	BARRY M WOODARD	4,272.00	CONFLICT ATTORNEY
5201	09/14/2015	Claims	2	90904	YAKIMA BINDERY	51.08	COPY, BOND LENSRAFTERS
5202	09/14/2015	Claims	2	90905	YAKIMA CITY TREASURER	78,385.27	WASTEWATER TREATMENT - 07/2015
5203	09/14/2015	Claims	2	90906	YAKIMA CO AUDITOR	128.00	FILING FEES
5204	09/14/2015	Claims	2	90907	YAKIMA CO DEPT OF CORRECTIONS	6,885.77	JAIL BILLING & MEDICAL BILLING JULY 2015
5205	09/14/2015	Claims	2	90908	YAKIMA CO FINANCIAL SERVICES	325.44	LIQUOR BOARD PROFITS-2ND QTR
5206	09/14/2015	Claims	2	90909	YAKIMA CO PUBLIC SERVICES	85.26	GARBAGE
5207	09/14/2015	Claims	2	90910	YAKIMA CO TREAS PROSECUTING	550.19	CVC-06/2015; CVC-07/2015
5208	09/14/2015	Claims	2	90911	YAKIMA COOPERATIVE ASSN	999.43	PARKS DIESEL - 07/2015; DYED DIESEL FOR WASTEWATER PLANT; 220-YELLOW JACKET DISP
5209	09/14/2015	Claims	2	90912	YAKIMA NETWORKING	147.00	ANTI VIRUS SVC - 09/2015
5210	09/14/2015	Claims	2	90913	YAKIMA VALLEY TOURISM	3,583.34	TOURISM PROMOTION CONTRACT-AUG/SEPT 2015
5211	09/14/2015	Claims	2	90914	YAKIMA WELDERS SUPPLY INC	18.92	CARBON DIOXIDE NONFLAMMABLE

001 Current Expense Fund	137,424.45
101 Street Fund	6,853.33
107 Convention Center Reserve Fund	4,953.28
108 Tourism Promotion Area Fund	3,672.56
114 Seniors Activity Fund	63.70
116 City Hall Building Reserve Fund	45,229.04
118 Municipal Capital Improvement Fund	4.00
121 Street Development Reserve Fund	27,882.72
123 Criminal Justice Fund	3,181.39
124 Infrastructure Reserve Fund	9,204.78
128 Transit System Fund	38,345.33
130 Community Policing Fund	59.89
132 Community Events Fund	209.65
170 Housing Rehabilitation Fund	52.50
401 Water Fund	56,139.04
402 Garbage Fund	75,980.93
403 Sewer Fund	109,553.73
404 Water/Sewer Improvement Reserve	32,801.55
414 Water Deposits	111.18

Claims: 551,723.05  
 551,723.05



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

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

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

Date:

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5081 09/04/2015	Claims	2		EFT XPRESS BILL PAY	298.40	UB ONLINE PAYMENTS - 08/2015
				401 - 534 50 49 00 - MISCELLANEOUS	98.47	
				403 - 535 50 49 00 - MISCELLANEOUS	98.47	
				402 - 537 50 49 00 - MISCELLANEOUS	101.46	
5089 09/01/2015	Claims	2		EFT MERCHANT SERVICES	585.04	CREDIT CARD FEES - 08/2015
				401 - 534 50 49 00 - MISCELLANEOUS	195.01	
				403 - 535 50 49 00 - MISCELLANEOUS	195.01	
				402 - 537 50 49 00 - MISCELLANEOUS	195.02	
5090 09/03/2015	Claims	2		EFT CHASE PAYMENTECH	553.78	ONLINE CREDIT CARD FEES - 08/2015
				401 - 534 50 49 00 - MISCELLANEOUS	184.59	
				403 - 535 50 49 00 - MISCELLANEOUS	184.59	
				402 - 537 50 49 00 - MISCELLANEOUS	184.60	
5097 09/14/2015	Claims	2		EFT SPECTRUM BUSINESS	214.17	CH INTERNET/TV-09/2015
				001 - 511 60 42 01 - COMMUNICATION	19.49	
				001 - 513 10 42 01 - COMMUNICATION	19.49	
				001 - 514 23 42 00 - COMMUNICATIONS	19.49	
				001 - 514 30 42 00 - COMMUNICATIONS	19.49	
				001 - 524 20 42 00 - COMMUNICATION	19.49	
				401 - 534 50 42 00 - COMMUNICATION	19.49	
				403 - 535 50 42 00 - COMMUNICATION	19.49	
				402 - 537 50 42 00 - COMMUNICATION	19.49	
				101 - 542 30 42 00 - COMMUNICATIONS	19.49	
				001 - 558 60 42 00 - COMMUNICATION	19.49	
				001 - 576 80 42 00 - COMMUNICATION	19.27	
5098 09/14/2015	Claims	2		EFT SPRINT PW COM DEV	766.45	PW-COM DEV-08/2015
				001 - 524 20 42 00 - COMMUNICATION	2.70	
				401 - 534 50 42 00 - COMMUNICATION	132.29	
				403 - 535 50 42 00 - COMMUNICATION	132.29	
				402 - 537 50 42 00 - COMMUNICATION	132.29	
				101 - 542 30 42 00 - COMMUNICATIONS	132.29	
				001 - 558 60 42 00 - COMMUNICATION	2.70	
				001 - 576 80 42 00 - COMMUNICATION	99.59	
				001 - 576 80 42 00 - COMMUNICATION	132.30	
5099 09/14/2015	Claims	2		EFT US BANK CARDMEMBER SVC	1,483.86	PISTOL MAG POUCH-COBB; DRV, USB, HRD, DRV; RESIDENTIAL BUILDING INSPECTOR EXAM- J. CAVANAUGH; EQUIPMENT FOR DETECTIVE VEHICLE #24, RCW TRAFFIC AND CRIMINAL CODE BOOKS; PD TRAINING-MCKINLEY (HOTEL & FO
				001 - 511 60 43 00 - TRAVEL	273.86	
				001 - 511 60 43 00 - TRAVEL	283.62	
				001 - 514 23 43 00 - TRAVEL	20.98	
				001 - 521 10 21 00 - UNIFORMS & EQUIPMENT	172.00	
				001 - 521 10 43 00 - TRAVEL	32.46	
				001 - 521 21 31 00 - SUPPLIES	17.98	CODE BOOK FOR S. JAMES
				001 - 521 21 48 00 - REPAIRS & MAINTENANCE	80.45	VEHICLE #24 EQUIPMENT
				001 - 521 22 31 00 - SUPPLIES	42.46	CODE BOOKS FOR NEW HIRES
				001 - 521 40 43 00 - TRAVEL	252.49	
				001 - 524 20 31 00 - SUPPLIES	69.78	
				001 - 524 20 49 00 - MISCELLANEOUS	168.00	
				001 - 558 60 31 00 - SUPPLIES	69.78	
5071 09/08/2015	Claims	2	90802	MEDSTAR CABULANCE, INC.	38,189.58	DIAL A RIDE/FIXED BUS ROUTE-08/2015
				128 - 547 60 49 00 - TRANSIT SERVICE PAYME	38,189.58	

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5100	09/14/2015	Claims	2	90803	ABBOTTS PRINTING	89.22	HAPPY HOUR SPECIALS FLYERS
					108 - 557 30 49 08 - MISCELLANEOUS	89.22	
5101	09/14/2015	Claims	2	90804	AMERICAN EXPRESS CREDIT CARD	667.85	DIRECTORS MEETING - 08/12/15; AWC BUDGET WORKSHOP - CLIFTON; WMCA FALL ACADEMY - CLIFTON/BISCONER; DIRECTOR'S MTG 08/25/15
					001 - 511 60 43 00 - TRAVEL	8.50	
					001 - 513 10 43 01 - TRAVEL	5.50	
					001 - 514 23 43 00 - TRAVEL	3.99	
					001 - 514 23 43 00 - TRAVEL	292.04	
					001 - 514 23 43 00 - TRAVEL	7.07	
					001 - 514 30 43 00 - TRAVEL	3.99	
					001 - 514 30 43 00 - TRAVEL	7.07	
					001 - 514 30 49 00 - MISCELLANEOUS	300.00	
					001 - 521 10 43 00 - TRAVEL	5.50	
					001 - 521 10 43 00 - TRAVEL	13.91	
					401 - 534 50 43 00 - TRAVEL	1.11	
					401 - 534 50 43 00 - TRAVEL	2.95	
					403 - 535 50 43 00 - TRAVEL	1.10	
					403 - 535 50 43 00 - TRAVEL	2.95	
					402 - 537 50 43 00 - TRAVEL	1.11	
					402 - 537 50 43 00 - TRAVEL	2.95	
					101 - 542 30 43 00 - TRAVEL	1.11	
					101 - 542 30 43 00 - TRAVEL	2.95	
					001 - 576 80 43 00 - TRAVEL	1.10	
					001 - 576 80 43 00 - TRAVEL	2.95	
5102	09/14/2015	Claims	2	90805	ATLAS STAFFING INC	4,446.00	SEASONAL PARKS STAFF WK ENDING 08/02/15; SEASONAL PARKS WK ENDING 08/09/15; SEASONAL PARKS WK ENDING 08/23/15
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	1,580.80	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	1,535.20	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	1,330.00	
5103	09/14/2015	Claims	2	90806	B & M SAW SHOP	133.91	SUPPLIES; 24" CHAIN
					101 - 542 30 31 00 - SUPPLIES	46.26	
					101 - 542 30 31 00 - SUPPLIES	20.67	
					001 - 576 80 31 00 - SUPPLIES	66.98	
5104	09/14/2015	Claims	2	90807	BASIN DISPOSAL OF YAKIMA LLC	74,878.54	GA/RCY SVC-08/2015
					402 - 537 60 49 00 - CONTRACTED SERVICES	74,878.54	
5105	09/14/2015	Claims	2	90808	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY - 08/2015
					001 - 515 20 41 01 - PROF SERVICES-CIVIL - CI	7,500.00	
5106	09/14/2015	Claims	2	90809	BLUMENTHAL UNIFORMS &	3,881.31	PD UNIFORMS & EQUIPMENT FOR JIMENEZ & HUNT; PD VEST-DELP
					001 - 521 22 21 00 - UNIFORMS & EQUIPMENT	699.92	UNIFORM
					123 - 521 22 21 23 - UNIFORMS & EQUIPMENT	2,133.90	VESTS
					123 - 521 22 21 23 - UNIFORMS & EQUIPMENT	1,047.49	
5107	09/14/2015	Claims	2	90810	BURROWS TRACTOR COMPANY	476.09	SUPPLIES; BELTS, IDLERS, HARNESS; BLADES; BLADE, F23. 7C2
					401 - 534 50 31 00 - SUPPLIES	33.00	
					401 - 534 50 31 00 - SUPPLIES	6.88	
					403 - 535 50 31 00 - SUPPLIES	33.00	

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			403 - 535 50 31 00 -		SUPPLIES	6.88	
			402 - 537 50 31 00 -		SUPPLIES	33.00	
			402 - 537 50 31 00 -		SUPPLIES	6.88	
			101 - 542 30 31 00 -		SUPPLIES	33.00	
			101 - 542 30 31 00 -		SUPPLIES	6.87	
			001 - 576 80 31 00 -		SUPPLIES	32.99	
			001 - 576 80 31 00 -		SUPPLIES	6.87	
			001 - 576 80 31 00 -		SUPPLIES	203.84	
			001 - 576 80 31 00 -		SUPPLIES	45.28	
			001 - 576 80 31 00 -		SUPPLIES	27.60	
<b>5108</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90811</b>	<b>CALIBRE PRESS</b>	<b>139.00</b>	<b>FEMALE ENFORCERS TRAINING-LEVESQUE</b>
			001 - 521 40 49 00 -		MISCELLANEOUS	139.00	
<b>5109</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90812</b>	<b>CANON FINACIAL SERVICES</b>	<b>313.66</b>	<b>PD COPIER LEASE 08/01/15-08/31/15</b>
			001 - 528 80 45 00 -		OPERATING RENTALS & LI	313.66	
<b>5110</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90813</b>	<b>CANON SOLUTIONS AMERICA</b>	<b>121.64</b>	<b>PD COPIER MAINTENANCE 06/06/15-08/05/15</b>
			001 - 528 80 48 00 -		REPAIRS & MAINTENANCE	121.64	
<b>5111</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90814</b>	<b>CAREY MOTORS</b>	<b>1,011.91</b>	<b>VEHICLE SERVICE #4 &amp; #24; VEHICLE SERVICE #17-REPAIR ABS MODULE; VEHICLE SERVICE #8-LOF</b>
			001 - 521 21 48 00 -		REPAIRS & MAINTENANCE	99.48 #24	
			001 - 521 22 48 00 -		REPAIRS & MAINTENANCE	27.00 #4	
			001 - 521 22 48 00 -		REPAIRS & MAINTENANCE	858.43	
			001 - 521 22 48 00 -		REPAIRS & MAINTENANCE	27.00	
<b>5112</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90815</b>	<b>CASCADE ANALYTICAL INC</b>	<b>2,645.70</b>	<b>WASTEWATER SAMPLING; DRINKING WATER SAMPLING &amp; WW SAMPLING; WATER/ WASTEWATER SAMPLING</b>
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	214.24	
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	214.24	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	423.76	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	1,664.76	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	128.70	
<b>5113</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90816</b>	<b>CASCADE INDUSTRIAL &amp; HYD LLC</b>	<b>20.86</b>	<b>HOSE ASSEMBLY</b>
			001 - 576 80 31 00 -		SUPPLIES	20.86	
<b>5114</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90817</b>	<b>CASCADE NATURAL GAS CORP</b>	<b>49.21</b>	<b>4401 1/2 MAIN ST - 07/2015; PD NATURAL GAS 07/07/15-08/04/15; 3007 S 2ND ST -</b>
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	23.96	
			001 - 521 50 47 00 -		UTILITIES	10.60	
			401 - 534 50 47 00 -		UTILITIES	3.66	
			403 - 535 50 47 00 -		UTILITIES	3.66	
			402 - 537 50 47 00 -		UTILITIES	3.66	
			101 - 542 30 47 00 -		UTILITIES	3.67	
<b>5115</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90818</b>	<b>CASCADE VALLEY LUBE</b>	<b>114.75</b>	<b>FULL SERVICE- TRK # 1021; FULL SERVICE TRK # 1017</b>
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	16.49	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	41.49	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	13.19	
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	7.32	
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	6.59	
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	3.28	
			118 - 542 30 48 18 -		REPAIRS & MAINTENANCE	3.30	

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			101 - 542 66 48 00 - REPAIRS & MAINTENANCE			3.30	
			101 - 542 67 48 00 - REPAIRS & MAINTENANCE			3.30	
			101 - 542 70 48 00 - REPAIRS & MAINTENANCE			3.30	
			128 - 547 60 48 00 - REPAIRS & MAINTENANCE			3.30	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			9.89	
<b>5116</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90819</b>	<b>CENTRAL WA AG MUSEUM</b>	<b>1,887.50</b>	<b>AG MUSEUM COORDINATOR - 08/2015; AG MUSEUM COORDINATOR 07/2015</b>
			107 - 571 10 41 00 - PROF SVCS-AG MUSEUM			1,212.50	
			107 - 571 10 41 00 - PROF SVCS-AG MUSEUM			675.00	
<b>5117</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90820</b>	<b>CENTURY LINK</b>	<b>373.14</b>	<b>WA TELEMETRY - 7/15; PD PHONES JULY 2015</b>
			001 - 528 80 42 00 - COMMUNICATION			12.84	
			401 - 534 50 42 00 - COMMUNICATION			360.30	
<b>5118</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90821</b>	<b>CI SHRED</b>	<b>36.40</b>	<b>PD SHREDDING 7/28/15</b>
			001 - 528 80 31 00 - OFFICE & OPERATING SUP			36.40	
<b>5119</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90822</b>	<b>CINTAS CORP #605</b>	<b>487.27</b>	<b>SR CTR/PK MOP &amp; MAT SVC; CH MOP &amp; MAT SVC; PD MAT SERVICE AUGUST 2015; CH MOP &amp; MAT SVC</b>
			001 - 518 31 45 00 - OPERATING RENTALS & LI			113.16	
			001 - 518 31 45 00 - OPERATING RENTALS & LI			113.16	
			001 - 521 50 41 00 - PROFESSIONAL SERVICES			152.40	
			001 - 576 80 45 00 - OPERATING RENTALS & LI			108.55	
<b>5120</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90823</b>	<b>CLASSIC CAR WASH</b>	<b>126.50</b>	<b>PD CAR WASHES JULY 2015</b>
			001 - 521 10 48 00 - REPAIRS & MAINTENANCE			11.00	CHIEF
			001 - 521 21 48 00 - REPAIRS & MAINTENANCE			27.50	DETECTIVE
			001 - 521 22 48 00 - REPAIRS & MAINTENANCE			88.00	PATROL
<b>5121</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90824</b>	<b>CLASSIC PRINTING</b>	<b>281.49</b>	<b>SOCCER PASSES; UB STATEMENTS - 07/2015</b>
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			55.96	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			55.96	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			55.96	
			001 - 576 80 49 00 - MISCELLANEOUS			113.61	
<b>5122</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90825</b>	<b>GREGORY COBB</b>	<b>15.92</b>	<b>SCHOOL ADVISORY GROUP MEETING</b>
			001 - 521 10 43 00 - TRAVEL			15.92	
<b>5123</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90826</b>	<b>JO COLLIER</b>	<b>541.26</b>	<b>CONTRACT SVC - 08/2015</b>
			001 - 513 10 41 01 - PROFESSIONAL SERVICES			541.26	
<b>5124</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90827</b>	<b>COLUMBIA PAINT COMPANY</b>	<b>324.61</b>	<b>REPAIR KIT, PRO PARK YELLOW</b>
			101 - 542 30 31 00 - SUPPLIES			83.86	
			101 - 542 30 31 00 - SUPPLIES			167.71	
			101 - 542 90 31 00 - OFFICE & OPERATING SUP			73.04	
<b>5125</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90828</b>	<b>JOSH COOK</b>	<b>39.14</b>	<b>Refund Utility Deposit</b>
			414 - 586 00 04 14 - DEPOSIT REFUND			39.14	Refund Utility Deposit
<b>5126</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90829</b>	<b>JOHN CRIMIN</b>	<b>104.90</b>	<b>LEOFF 1 RETIREE MEDICARE-09/2015</b>
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			104.90	
<b>5127</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90830</b>	<b>CULLIGAN YAKIMA, WA</b>	<b>29.03</b>	<b>PW/COMM DEV - 07/2015</b>
			001 - 524 20 45 00 - OPERATING RENTALS & LI			7.26	
			401 - 534 50 45 00 - OPERATING RENTALS & LI			2.90	
			403 - 535 50 45 00 - OPERATING RENTALS & LI			2.91	
			402 - 537 50 45 00 - OPERATING RENTALS & LI			2.90	
			101 - 542 30 45 00 - OPERATING RENTALS & LI			2.90	
			001 - 558 60 45 00 - OPERATING RENTALS & LI			7.26	
			001 - 576 80 45 00 - OPERATING RENTALS & LI			2.90	

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5128	09/14/2015	Claims	2	90831	DAY WIRELESS	401.43	BATTERIES FOR HT1250, PROGRAMMED TO REQUESTED FREQUENCIES; VEHICLE SERVICE #11 & 12-TROUBLESHOOT ISSUES WITH SCANNER
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	94.68	
					401 - 534 50 31 00 - SUPPLIES	61.35	
					403 - 535 50 31 00 - SUPPLIES	61.35	
					402 - 537 50 31 00 - SUPPLIES	61.35	
					101 - 542 30 31 00 - SUPPLIES	61.35	
					001 - 576 80 31 00 - SUPPLIES	61.35	
5129	09/14/2015	Claims	2	90832	DEX WEST	578.70	PARKS AD - 08/2015
					001 - 576 80 44 00 - ADVERTISING	578.70	
5130	09/14/2015	Claims	2	90833	FASTENERS	200.26	SUPPLIES
					401 - 534 50 31 00 - SUPPLIES	9.07	
					401 - 534 50 31 00 - SUPPLIES	76.73	
					401 - 534 50 31 00 - SUPPLIES	62.64	
					401 - 534 50 31 00 - SUPPLIES	5.76	
					403 - 535 50 31 00 - SUPPLIES	23.03	
					403 - 535 50 31 00 - SUPPLIES	5.76	
					402 - 537 50 31 00 - SUPPLIES	5.76	
					101 - 542 30 31 00 - SUPPLIES	5.76	
					001 - 576 80 31 00 - SUPPLIES	5.75	
5131	09/14/2015	Claims	2	90834	FIRESTONE TIRE & SERVICE CTRS	652.98	VEHICLE SERVICE #1-NEW TIRE PACKAGE
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	652.98	
5132	09/14/2015	Claims	2	90835	KIMBERLY FISCHER	3.81	WATER DEPOSIT REFUND
					414 - 586 00 04 14 - DEPOSIT REFUND	3.81	
5133	09/14/2015	Claims	2	90836	FIVE K COMPUTER-INTERNET-PHONES	14.95	EMAIL HOSTING - 09/2015
					001 - 513 10 42 01 - COMMUNICATION	14.95	
5134	09/14/2015	Claims	2	90837	FOWLER COMPANY HD	11,191.39	SUPPLIES; SUPPLIES; SUPPLIES
					401 - 534 50 31 00 - SUPPLIES	7,061.87	
					401 - 534 50 31 00 - SUPPLIES	116.64	
					401 - 534 50 31 00 - SUPPLIES	4,012.88	
5135	09/14/2015	Claims	2	90838	FRANKS OK TIRE STORE	1,915.96	ST235/80R16 250 FREES M-108 & SERVICE CALL REGULAR TRAILER, SHOCK ABSORBER & LABOR TRK # 1008; TIRES/ SPIN BALANCE TRK # 1017
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	777.24	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	227.96	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	182.36	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	11.33	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	91.18	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	91.19	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	45.59	
					101 - 542 67 48 00 - REPAIRS & MAINTENANCE	45.59	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	11.35	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	45.59	
					101 - 542 90 48 00 - REPAIRS & MAINTENANCE	34.04	
					128 - 547 60 48 00 - REPAIRS & MAINTENANCE	22.69	
					128 - 547 60 48 00 - REPAIRS & MAINTENANCE	45.59	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	147.49	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	136.77	

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5136 09/14/2015	Claims	2	90839	FUTURE LINK COMMUNICATIONS	211.88	PHONE SYSTEM TROUBLESHOOTING
				001 - 518 20 41 00 - PROF.. SERVICES	105.94	
				401 - 534 50 41 00 - PROFESSIONAL SERVICES	21.19	
				403 - 535 50 41 00 - PROFESSIONAL SERVICES	21.19	
				402 - 537 50 41 00 - PROFESSIONAL SERVICES	21.18	
				101 - 542 30 41 00 - PROFESSIONAL SERVICES	21.19	
				001 - 576 80 41 00 - PROFESSIONAL SERVICES	21.19	
5137 09/14/2015	Claims	2	90840	GAP AUTO PARTS	398.46	SEAT COVERS & RETURN; RADIAL SEAL OUTER AIR, SPIN-ON LUBE FILTER; SUPPLIES; SUPPLIES; SUPPLIES; AIR FILTER PANEL
				401 - 534 50 31 00 - SUPPLIES	10.18	
				401 - 534 50 31 00 - SUPPLIES	10.17	
				401 - 534 50 31 00 - SUPPLIES	15.45	
				401 - 534 50 31 00 - SUPPLIES	7.73	
				401 - 534 50 31 00 - SUPPLIES	3.88	
				403 - 535 50 31 00 - SUPPLIES	15.45	
				403 - 535 50 31 00 - SUPPLIES	7.73	
				403 - 535 50 31 00 - SUPPLIES	38.23	
				403 - 535 50 31 00 - SUPPLIES	3.11	
				403 - 535 50 48 00 - REPAIRS & MAINTENANCE	13.20	
				402 - 537 50 31 00 - SUPPLIES	10.17	
				402 - 537 50 31 00 - SUPPLIES	15.44	
				402 - 537 50 31 00 - SUPPLIES	7.73	
				101 - 542 30 31 00 - SUPPLIES	10.17	
				101 - 542 30 31 00 - SUPPLIES	1.10	
				101 - 542 30 31 00 - SUPPLIES	15.44	
				101 - 542 30 31 00 - SUPPLIES	7.73	
				101 - 542 30 31 00 - SUPPLIES	1.55	
				101 - 542 30 31 00 - SUPPLIES	0.76	
				124 - 542 30 31 24 - OFFICE & OPERATING SUP	0.78	
				101 - 542 30 48 00 - REPAIRS & MAINTENANCE	2.33	
				101 - 542 66 31 00 - SUPPLIES	0.78	
				101 - 542 67 31 00 - SUPPLIES	0.78	
				101 - 542 70 31 00 - SUPPLIES	1.10	
				101 - 542 70 31 00 - SUPPLIES	0.78	
				101 - 542 90 31 00 - OFFICE & OPERATING SUP	3.30	
				128 - 547 60 31 00 - OFFICE & OPERATING SUP	2.20	
				128 - 547 60 31 00 - OFFICE & OPERATING SUP	0.78	
				001 - 576 80 31 00 - SUPPLIES	61.84	
				001 - 576 80 31 00 - SUPPLIES	10.17	
				001 - 576 80 31 00 - SUPPLIES	14.30	
				001 - 576 80 31 00 - SUPPLIES	2.01	
				001 - 576 80 31 00 - SUPPLIES	76.59	
				001 - 576 80 31 00 - SUPPLIES	15.44	
				001 - 576 80 31 00 - SUPPLIES	7.73	
				001 - 576 80 31 00 - SUPPLIES	2.33	
5138 09/14/2015	Claims	2	90841	GE CAPITAL	409.43	TASKALFA 65001-09/2015
				001 - 511 60 45 00 - OPERATING RENTALS & LI	8.53	
				001 - 513 10 45 00 - OPERATING RENTALS & LI	40.32	
				001 - 514 23 45 00 - OPERATING RENTALS & LI	78.79	
				001 - 514 30 45 00 - OPERATING RENTALS & LI	57.47	
				001 - 521 10 45 00 - OPERATING LEASES & REN	9.75	
				001 - 524 20 45 00 - OPERATING RENTALS & LI	20.08	
				401 - 534 50 45 00 - OPERATING RENTALS & LI	46.63	
				403 - 535 50 45 00 - OPERATING RENTALS & LI	46.63	
				402 - 537 50 45 00 - OPERATING RENTALS & LI	46.63	
				101 - 543 30 45 00 - OPERATING RENTALS & LI	46.63	
				001 - 558 60 45 00 - OPERATING RENTALS & LI	6.23	
				001 - 571 21 45 00 - OPERATING RENTALS & LI	0.01	

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			001 - 576 80 45 00		- OPERATING RENTALS & LI	1.73	
5139	09/14/2015	Claims	2	90842	GEARJAMMER	1,333.59	PD GAS AUGUST 1-15, 2015
			001 - 521 10 32 00		- FUEL	42.29	CHIEF
			001 - 521 21 32 00		- FUEL	44.61	DETECTIVE
			001 - 521 22 32 00		- FUEL	1,246.69	PATROL
5140	09/14/2015	Claims	2	90843	GENE WEINMANN CONSULTING	52.50	CDBG MANAGEMENT - 08/2015
			170 - 559 20 41 00		- PROFESSIONAL SERVICES	52.50	
5141	09/14/2015	Claims	2	90844	GILLIHAN LAW OFFICE PLLC	5,700.00	PUBLIC DEFENDER - 08/2015
			001 - 515 20 41 02		- PROF SERVICES - PUBLIC I	5,700.00	
5142	09/14/2015	Claims	2	90845	GREATER YAKIMA	800.00	MEMBERSHIP DUES
			001 - 513 10 49 01		- MISCELLANEOUS	800.00	
5143	09/14/2015	Claims	2	90846	HD SUPPLY WATERWORKS LTD	6,172.16	METER, ANTENNA
			401 - 534 50 31 00		- SUPPLIES	6,172.16	
5144	09/14/2015	Claims	2	90847	HILLBILLY HAULERS	194.76	PD LAWN CARE AUGUST 2015
			001 - 521 50 41 00		- PROFESSIONAL SERVICES	194.76	
5145	09/14/2015	Claims	2	90848	HUIBREGTSE, LOUMAN ASSOC INC	103,257.63	PROFESSIONAL ENGINEERING & LAND SURVEYING SERVICES
			001 - 511 60 41 01		- PROFESSIONAL SERVICES	1,238.36	
			401 - 534 50 41 00		- PROFESSIONAL SERVICES	12,500.00	
			403 - 535 50 41 00		- PROFESSIONAL SERVICES	12,500.00	
			101 - 542 30 41 00		- PROFESSIONAL SERVICES	1,410.00	
			101 - 542 30 41 00		- PROFESSIONAL SERVICES	2,277.00	
			101 - 542 30 41 00		- PROFESSIONAL SERVICES	450.00	
			001 - 576 80 41 00		- PROFESSIONAL SERVICES	2,994.00	
			121 - 595 10 41 08		- AHTANUM RD - GOODMAN	1,535.04	
			121 - 595 10 41 08		- AHTANUM RD - GOODMAN	21,106.68	
			124 - 595 10 41 24		- ENGINEERING/PROF SVC-M	414.00	
			124 - 595 10 41 26		- BELTWAY CONNECTOR-PI	3,750.00	
			124 - 595 30 63 24		- CONSTRUCTION-MAIN ST	5,040.00	
			404 - 595 34 63 00		- MAIN ST 16 INCH WA MAIN	2,319.44	
			404 - 595 34 63 00		- MAIN ST 16 INCH WA MAIN	30,482.11	
			121 - 595 50 63 09		- LONGFIBRE RD - CONSTRU	5,241.00	
5146	09/14/2015	Claims	2	90849	JARED S HUNT	44.98	ACADEMY WRESTLING
			001 - 521 22 21 00		- UNIFORMS & EQUIPMENT	44.98	
5147	09/14/2015	Claims	2	90850	INDEPENDENT WATER SERVICE INC	17.31	CH-WA & COOLER RENT-9/15
			001 - 518 31 31 00		- SUPPLIES	11.90	
			001 - 518 31 45 00		- OPERATING RENTALS & LI	5.41	
5148	09/14/2015	Claims	2	90851	INT'L PUBLIC MGMT ASSOC. FOR HR	609.50	CREDIT-PO-EL 102 ENTRY TEST & TEST INFO; ENTRY LEVEL POLICE OFFICER TESTING MATERIAL; ENTRY LEVEL POLICE OFFICER-TEST & RESTOCKING
			001 - 521 10 41 00		- PROFESSIONAL SERVICES	-322.00	
			001 - 521 10 41 00		- PROFESSIONAL SERVICES	586.50	
			001 - 521 10 41 00		- PROFESSIONAL SERVICES	345.00	
5149	09/14/2015	Claims	2	90852	INTEGRA TELECOM	1,932.91	CH - 09/2015; SR CTR-09/15
			001 - 518 88 42 00		- COMMUNICATION	1,856.97	
			001 - 571 21 42 00		- COMMUNICATION	75.94	
5150	09/14/2015	Claims	2	90853	INTERSTATE BATTERIES	54.05	BLEM



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5151	09/14/2015	Claims	001 - 513 10 48 00	2	90854 KAPP-KVEW	54.05	500.00 OLD TOWN DAYS ADVERTISEMENT
			001 - 571 20 44 00		OTD - ADVERTISING	290.35	
			132 - 571 20 44 32		OTD ADVERTISING	209.65	
5152	09/14/2015	Claims	001 - 511 60 31 01	2	90855 KAZ TROPHIES & KAZUALS	37.83	109.18 NAME PLATES
			001 - 513 10 31 00		SUPPLIES	21.62	
			001 - 521 10 31 00		SUPPLIES	21.62	
			001 - 524 20 31 00		SUPPLIES	14.05	
			001 - 558 60 31 00		SUPPLIES	14.06	
5153	09/14/2015	Claims	001 - 518 20 31 00	2	90856 KELLER SUPPLY CO	33.09	447.97 TUBE CAP, SOLDR, PASTE SOLDER FLUX; SUPPLIES
			401 - 534 50 31 00		SUPPLIES	264.89	
			001 - 576 80 31 00		SUPPLIES	149.99	
5154	09/14/2015	Claims	001 - 518 20 31 00	2	90857 LOWES COMPANY INC	7.88	852.42 SUPPLIES; SW CMPT STRPR, SHOWER WAND, NEVERKINK; STYLE SELECTION GER; SUPPLIES; SUPPLIES; SUPPLIES
			401 - 534 50 31 00		SUPPLIES	11.72	
			401 - 534 50 31 00		SUPPLIES	15.15	
			401 - 534 50 31 00		SUPPLIES	32.72	
			401 - 534 50 31 00		SUPPLIES	1.75	
			401 - 534 50 31 00		SUPPLIES	7.17	
			403 - 535 50 31 00		SUPPLIES	1.75	
			403 - 535 50 31 00		SUPPLIES	76.83	
			402 - 537 50 31 00		SUPPLIES	1.74	
			101 - 542 30 31 00		SUPPLIES	1.74	
			101 - 542 30 31 00		SUPPLIES	12.49	
			101 - 542 90 31 00		OFFICE & OPERATING SUP	16.51	
			107 - 571 10 31 07		SUPPLIES-AG MUSEUM	9.62	
			001 - 576 80 31 00		SUPPLIES	131.50	
			001 - 576 80 31 00		SUPPLIES	46.20	
			001 - 576 80 31 00		SUPPLIES	257.60	
			001 - 576 80 31 00		SUPPLIES	1.74	
			001 - 576 80 31 00		SUPPLIES	147.93	
			001 - 576 80 31 00		SUPPLIES	70.38	
5155	09/14/2015	Claims	001 - 594 21 62 00	2	90858 LOWES COMPANY INC	433.54	433.54 PD FACILITY SUPPLIES-PATROL REMODEL
5156	09/14/2015	Claims	401 - 534 50 31 00	2	90859 MACHINE UNLIMITED	60.00	60.00 MACHINE FACE OF BRASS VALVE DOWN 3/16" PER CUSTOMER INSTRUCTION
5157	09/14/2015	Claims	001 - 518 20 41 00	2	90860 MANSFIELD ALARM CO INC	271.46	271.46 ALARM MONITORING - 09/15 - 11/2015
5158	09/14/2015	Claims	001 - 518 20 41 00	2	90861 ABIGAIL MANZANAREZ	271.46	68.23 Refund Utility Deposit
5159	09/14/2015	Claims	414 - 586 00 04 14	2	90862 MCCOYS DISTRIBUTING INC	68.23	68.23 Refund Utility Deposit
5160	09/14/2015	Claims	001 - 571 21 31 00	2	90863 MENKE JACKSON BEYER LLP	254.68	254.68 SR CTR BINGO SUPPLIES
						34,155.41	34,155.41 PUBLIC RECORDS CASE

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			001 - 513 10 41 01		PROFESSIONAL SERVICES	34,155.41	
5161	09/14/2015	Claims	2	90864	ANABEL MIRANDA	50.00	OUTDOOR DEPOSIT REFUND
			001 - 589 00 00 00		PARK DEPOSIT REFUND	50.00	
5162	09/14/2015	Claims	2	90865	MORTON'S SUPPLY	206.65	BLACK UNION, TEFLON TAPE, REAL-TUFF TEFLON PASTE; BLK PIPE, CUTTING, THREADING, BANDING; GAL CAPS, PVC PIPE, FLEX COUPLING
			401 - 534 50 31 00		SUPPLIES	81.63	
			101 - 542 30 31 00		SUPPLIES	12.43	
			101 - 542 66 31 00		SUPPLIES	12.43	
			101 - 542 70 31 00		SUPPLIES	12.44	
			001 - 576 80 31 00		SUPPLIES	4.14	
			001 - 576 80 31 00		SUPPLIES	83.58	
5163	09/14/2015	Claims	2	90866	OFFICE DEPOT	88.63	PD OFFICE SUPPLIES-CERTIFICATES; OFFICE SUPPLIES-ENVELOPE SEALER & INK FOR PRINTER
			001 - 528 80 31 00		OFFICE & OPERATING SUP	23.74	
			001 - 528 80 31 00		OFFICE & OPERATING SUP	64.89	
5164	09/14/2015	Claims	2	90867	OFFICE DEPOT	66.39	USB'S, STAPLES, PENS & NOTE PADS; SAFE BATTERY
			001 - 513 10 31 00		SUPPLIES	21.58	
			001 - 514 23 31 00		SUPPLIES	38.33	
			001 - 514 23 31 00		SUPPLIES	6.48	
5165	09/14/2015	Claims	2	90868	OFFICE SOLUTIONS NORTHWEST	256.72	SHEET PROTECTORS, PACKING TAPE ETC; FAX TONER, DUSTOFF & PENS; FILE FOLDERS
			001 - 511 60 31 01		SUPPLIES	2.57	
			001 - 513 10 31 00		SUPPLIES	9.80	
			001 - 513 10 31 00		SUPPLIES	2.57	
			001 - 513 10 31 00		SUPPLIES	98.05	
			001 - 514 23 31 00		SUPPLIES	3.59	
			001 - 514 30 31 00		SUPPLIES	36.79	
			001 - 514 30 31 00		SUPPLIES	3.59	
			001 - 514 30 31 00		SUPPLIES	51.91	
			001 - 524 20 31 00		SUPPLIES	6.68	
			401 - 534 50 31 00		SUPPLIES	1.76	
			401 - 534 50 31 00		SUPPLIES	5.14	
			403 - 535 50 31 00		SUPPLIES	1.76	
			403 - 535 50 31 00		SUPPLIES	5.14	
			402 - 537 50 31 00		SUPPLIES	1.76	
			402 - 537 50 31 00		SUPPLIES	6.68	
			101 - 542 30 31 00		SUPPLIES	1.76	
			101 - 543 30 31 00		SUPPLIES	5.14	
			001 - 558 60 31 00		SUPPLIES	6.68	
			001 - 576 80 31 00		SUPPLIES	1.76	
			001 - 576 80 31 00		SUPPLIES	3.59	
5166	09/14/2015	Claims	2	90869	OLD TIME SPRAY SERVICE	80.93	PD OUTDOOR BUG SPRAYING AUGUST 2015
			001 - 521 50 41 00		PROFESSIONAL SERVICES	80.93	
5167	09/14/2015	Claims	2	90870	RODNEY G OTTERNESS	119.35	AWC BUDGET WORKSHOP
			001 - 513 10 43 01		TRAVEL	119.35	
5168	09/14/2015	Claims	2	90871	OWEN EQUIPMENT CO	12,664.15	VACTOR REPAIRS
			403 - 535 50 48 00		REPAIRS & MAINTENANCE	12,664.15	
5169	09/14/2015	Claims	2	90872	OXARC INC	146.59	GLOVES, LENS; NITRILE GLOVES
			403 - 535 50 31 00		SUPPLIES	101.97	

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			101 - 542 67 31 00 -		SUPPLIES	44.62	
5170	09/14/2015	Claims	2	90873	PACIFIC POWER	18,690.75	LIFT STATION-07/2015; TRAFFIC LIGHTS-07/15; WELLS-07/15; PD POWER 06/30/15-07/31/15; AG MUSEUM - 08/2015; FD/CH-08/2015
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	760.34	
			001 - 521 50 47 00 -		UTILITIES	600.69	
			401 - 534 50 47 00 -		UTILITIES	15,496.71	
			403 - 535 50 47 00 -		UTILITIES	1,082.57	
			101 - 542 64 47 00 -		UTILITIES	276.87	
			107 - 571 10 47 00 -		UTILITIES-AG MUSEUM	473.57	
5171	09/14/2015	Claims	2	90874	PEPSI COLA - YAKIMA	59.89	POP MACHINE FOR NATIONAL NIGHT OUT
			130 - 521 30 31 30 -		SUPPLIES	59.89	
5172	09/14/2015	Claims	2	90875	POWERPLAN - OIB	6,530.24	PARTS AND LABOR- MAKE: JD MODEL: 310SG SERIAL NUMBER T0310SG940387
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	6,530.24	
5173	09/14/2015	Claims	2	90876	REPUBLIC PUBLISHING CO	68.58	SUMMARY OF ORD #2878
			001 - 511 60 44 01 -		ADVERTISING	68.58	
5174	09/14/2015	Claims	2	90877	RUSSELL CRANE SERVICE INC	45,229.04	CITY HALL DEMO
			116 - 596 19 62 00 -		BUILDINGS & STRUCTURE	45,229.04	
5175	09/14/2015	Claims	2	90878	SERVICEMASTER PROFESSIONAL CLEANING	286.03	PROFESSIONAL BIOHAZARD VEHICLE CLEANING-LEVESQUE
			001 - 521 22 48 00 -		REPAIRS & MAINTENANCE	286.03	
5176	09/14/2015	Claims	2	90879	SHERWIN-WILLIAMS COMPANY	6.51	LG BRASS BRUSH, ECON PL P-KNF 3 PK
			101 - 542 30 31 00 -		SUPPLIES	6.51	
5177	09/14/2015	Claims	2	90880	SHRED-IT	233.80	SHRED SVC - 06/15 - 07/15
			001 - 511 60 41 01 -		PROFESSIONAL SERVICES	39.04	
			001 - 513 10 41 01 -		PROFESSIONAL SERVICES	39.04	
			001 - 514 23 41 00 -		PROFESSIONAL SERVICES	39.04	
			001 - 514 30 41 00 -		PROFESSIONAL SERVICES	39.04	
			001 - 524 20 41 00 -		PROFESSIONAL SERVICES	19.52	
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	7.81	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	7.81	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	7.81	
			101 - 542 30 41 00 -		PROFESSIONAL SERVICES	7.81	
			001 - 558 60 41 00 -		PROFESSIONAL SERVICES	19.52	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES	7.36	
5178	09/14/2015	Claims	2	90881	DON C. SMITH	300.94	LEOFF 1 RETIREE RX
			001 - 521 10 22 00 -		LEOFF 1 BENEFITS	300.94	
5179	09/14/2015	Claims	2	90882	SPLASH EXPRESS AUTO SERVICES LLC	21.99	AUTO CAR WASH; SPLASH EXTREME TRK # 1017
			001 - 524 20 48 00 -		REPAIRS & MAINTENANCE	4.00	
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	3.50	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	2.80	
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	1.40	
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	0.70	
			118 - 542 30 48 18 -		REPAIRS & MAINTENANCE	0.70	
			101 - 542 66 48 00 -		REPAIRS & MAINTENANCE	0.70	
			101 - 542 67 48 00 -		REPAIRS & MAINTENANCE	0.70	
			101 - 542 70 48 00 -		REPAIRS & MAINTENANCE	0.70	

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			128 - 547 60 48 00 -		REPAIRS & MAINTENANCE	0.70	
			001 - 558 60 48 00 -		REPAIRS & MAINTENANCE	3.99	
			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	2.10	
5180	09/14/2015	Claims	2	90883	STAR RENTALS	147.12	FLO GREEN PAINT, 3/4" MARKING WAND
			403 - 535 50 31 00 -		SUPPLIES	147.12	
5181	09/14/2015	Claims	2	90884	SUPPLYWORKS	454.56	CAN LINERS
			001 - 576 80 31 00 -		SUPPLIES	454.56	
5182	09/14/2015	Claims	2	90885	U-HAUL MOVING & STORAGE	533.75	CH STORAGE - 09/2015
			001 - 594 18 45 00 -		OPERATING RENTALS & LI	533.75	
5183	09/14/2015	Claims	2	90886	UNION GAP WATER FUND & SEWER	2,582.59	AG MUSEUM - 08/2015
			107 - 571 10 47 00 -		UTILITIES-AG MUSEUM	2,582.59	
5184	09/14/2015	Claims	2	90887	UNION GAP	286.00	SUMMER YOUTH PROGRAM MOVIE TICKETS
			001 - 571 22 49 00 -		MISCELLANEOUS	286.00	
5185	09/14/2015	Claims	2	90888	UNITED BUSINESS MACHINES	70.18	KYOCERA 3050-LEASE 7/15-8/14/2015
			001 - 513 10 45 00 -		OPERATING RENTALS & LI	70.18	
5186	09/14/2015	Claims	2	90889	UNITED PARCEL SERVICE	46.17	PD SHIPPING-EVIDENCE & DUTY BELTS
			001 - 521 10 41 00 -		PROFESSIONAL SERVICES	46.17	
5187	09/14/2015	Claims	2	90890	UNITED SALES INC	65.93	LASER PER SAMPLE 1/2' PLATE
			403 - 535 50 31 00 -		SUPPLIES	65.93	
5188	09/14/2015	Claims	2	90891	UNUM LIFE INSURANCE	171.90	LEOFF 1 DISABILITY - 09/2015
			001 - 521 10 22 00 -		LEOFF 1 BENEFITS	171.90	
5189	09/14/2015	Claims	2	90892	US LINEN & UNIFORM	474.66	PW UNIFORMS-07/15
			401 - 534 50 21 00 -		UNIFORMS & EQUIPMENT	132.78	
			403 - 535 50 21 00 -		UNIFORMS & EQUIPMENT	132.78	
			402 - 537 50 21 00 -		UNIFORMS & EQUIPMENT	56.91	
			101 - 542 30 21 00 -		UNIFORMS & EQUIPMENT	132.78	
			001 - 576 80 21 00 -		UNIFORMS & EQUIPMENT	19.41	
5190	09/14/2015	Claims	2	90893	VALLEY LOCK & KEY SERVICE	14.28	DUPLICATE KEYS
			001 - 518 20 31 00 -		SUPPLIES	14.28	
5191	09/14/2015	Claims	2	90894	VERIZON WIRELESS	1,590.31	PD PHONES & MDT MODEMS JUL 14-AUG 13, 2015; PD MDT MODEMS APRIL 14-MAY 13, 2015 DIFFERENCE
			001 - 528 80 42 00 -		COMMUNICATION	1,585.11	
			001 - 528 80 42 00 -		COMMUNICATION	5.20	
5192	09/14/2015	Claims	2	90895	OSMAYDA VILLALBA	150.00	ACTIVITIES BUILDING DEPOSIT REFUND
			001 - 589 00 00 00 -		PARK DEPOSIT REFUND	150.00	
5193	09/14/2015	Claims	2	90896	WA STATE AUDITOR	2,937.75	2014 AUDIT - 07/2015
			001 - 514 23 41 00 -		PROFESSIONAL SERVICES	2,937.75	
5194	09/14/2015	Claims	2	90897	WA STATE PATROL	29.50	BACKGROUND CHECKS - 07/15
			001 - 521 10 51 00 -		INTERGOVERNMENTAL PF	29.50	
5195	09/14/2015	Claims	2	90898	WA STATE TREASURER	17,014.55	CJRS-07/2015
			001 - 586 00 01 00 -		STATE BUILDING CODE FE	40.50	
			001 - 586 00 04 00 -		PSEA 1 STATE SHARE	8,665.09	
			001 - 586 00 05 00 -		PSEA 2 STATE SHARE	4,946.53	

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			001 - 586 00 06 00		PSEA 3 STATE SHARE	146.34	
			001 - 586 00 07 00		CRIME LAB/BREATH ST SF	123.98	
			001 - 586 00 08 00		JIS STATE SHARE	1,719.28	
			001 - 586 00 09 00		SCH ZONE SAFETY ST SHA	121.89	
			001 - 586 00 10 00		TRAUMA CARE STATE SH/	505.97	
			001 - 586 00 13 00		AUTO THEFT PREVENTION	744.97	
<b>5196</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90899</b>	<b>WACE</b>	<b>240.00</b>	<b>2015 FALL CONFERENCE- J. CAVANAUGH</b>
			001 - 558 60 49 00		MISCELLANEOUS	240.00	
<b>5197</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90900</b>	<b>WAPATO POLICE DEPT</b>	<b>25,016.89</b>	<b>PRESCRIPTION BILLING JUNE 2015; JAIL BILLING JULY 2015</b>
			001 - 523 20 51 00		DETENTION & CORRECTIC	25,016.89	
<b>5198</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90901</b>	<b>LYDIA M WAREHIME</b>	<b>63.70</b>	<b>SR CTR YARD SALE AD</b>
			114 - 571 21 44 14		ADVERTISEMENT - SR CTR	63.70	
<b>5199</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90902</b>	<b>WONDRACK DIST INC</b>	<b>3,164.71</b>	<b>PW/ CED FUEL-07/15</b>
			001 - 524 20 32 00		FUEL	19.79	
			401 - 534 50 32 00		FUEL	709.17	
			403 - 535 50 32 00		FUEL	591.50	
			402 - 537 50 32 00		FUEL	20.13	
			101 - 542 30 32 00		FUEL	185.66	
			101 - 542 30 32 00		FUEL	83.96	
			101 - 542 30 32 00		FUEL	4.80	
			101 - 542 66 32 00		FUEL	94.92	
			101 - 542 67 32 00		FUEL	154.94	
			101 - 542 70 32 00		FUEL	296.09	
			101 - 542 90 32 00		FUEL CONSUMED	81.67	
			128 - 547 60 32 00		FUEL CONSUMED	80.49	
			001 - 558 60 32 00		FUEL	19.78	
			001 - 576 80 32 00		FUEL	821.81	
<b>5200</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90903</b>	<b>BARRY M WOODARD</b>	<b>4,272.00</b>	<b>CONFLICT ATTORNEY</b>
			001 - 515 20 41 03		PROF SERVICES-CONFLIC1	4,272.00	
<b>5201</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90904</b>	<b>YAKIMA BINDERY</b>	<b>51.08</b>	<b>COPY, BOND LENSRAFTERS</b>
			001 - 524 20 41 00		PROFESSIONAL SERVICES	51.08	
<b>5202</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90905</b>	<b>YAKIMA CITY TREASURER</b>	<b>78,385.27</b>	<b>WASTEWATER TREATMENT - 07/2015</b>
			403 - 535 50 51 03		INTERGOVERNMENTAL PF	53,819.62	
			403 - 535 50 51 03		INTERGOVERNMENTAL PF	24,565.65	
<b>5203</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90906</b>	<b>YAKIMA CO AUDITOR</b>	<b>128.00</b>	<b>FILING FEES</b>
			401 - 534 50 49 00		MISCELLANEOUS	32.00	
			402 - 537 50 49 00		MISCELLANEOUS	96.00	
<b>5204</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90907</b>	<b>YAKIMA CO DEPT OF CORRECTIONS</b>	<b>6,885.77</b>	<b>JAIL BILLING &amp; MEDICAL BILLING JULY 2015</b>
			001 - 523 20 51 00		DETENTION & CORRECTIC	6,885.77	
<b>5205</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90908</b>	<b>YAKIMA CO FINANCIAL SERVICES</b>	<b>325.44</b>	<b>LIQUOR BOARD PROFITS-2ND QTR</b>
			001 - 562 00 51 00		2% ALCOHOL DISTRIBUTIC	325.44	
<b>5206</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90909</b>	<b>YAKIMA CO PUBLIC SERVICES</b>	<b>85.26</b>	<b>GARBAGE</b>
			101 - 542 30 47 00		UTILITIES	85.26	
<b>5207</b>	<b>09/14/2015</b>	<b>Claims</b>	<b>2</b>	<b>90910</b>	<b>YAKIMA CO TREAS PROSECUTING</b>	<b>550.19</b>	<b>CVC-06/2015; CVC-07/2015</b>
			001 - 586 00 03 00		CRIME VICTIMS COMP CN	244.44	
			001 - 586 00 03 00		CRIME VICTIMS COMP CN	305.75	

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5208	09/14/2015	Claims	2	90911	YAKIMA COOPERATIVE ASSN	999.43	PARKS DIESEL - 07/2015; DYED DIESEL FOR WASTEWATER PLANT; 220- YELLOW JACKET DISP
					403 - 535 50 32 00 - FUEL	356.31	
					001 - 576 80 31 00 - SUPPLIES	90.76	
					001 - 576 80 32 00 - FUEL	552.36	
5209	09/14/2015	Claims	2	90912	YAKIMA NETWORKING	147.00	ANTI VIRUS SVC - 09/2015
					001 - 518 88 41 00 - PROFESSIONAL SERVICES	147.00	
5210	09/14/2015	Claims	2	90913	YAKIMA VALLEY TOURISM	3,583.34	TOURISM PROMOTION CONTRACT-AUG/SEPT 2015
					108 - 557 30 44 08 - ADVERTISING	3,583.34	
5211	09/14/2015	Claims	2	90914	YAKIMA WELDERS SUPPLY INC	18.92	CARBON DIOXIDE NONFLAMMABLE
					401 - 534 50 31 00 - SUPPLIES	3.79	
					403 - 535 50 31 00 - SUPPLIES	3.79	
					402 - 537 50 31 00 - SUPPLIES	3.78	
					101 - 542 30 31 00 - SUPPLIES	3.78	
					001 - 576 80 31 00 - SUPPLIES	3.78	

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511 Legislative	2,305.82
513 Executive	36,013.17
514 Finance	6,504.62
515 Legal Services	17,472.00
521 Law Enforcement	41,856.10
571 Education	290.35
576 Park Facilities	15,217.65
580 Non Expeditures	17,764.74
<b>001 Current Expense Fund</b>	<b>137,424.45</b>
542 Streets - Maintenance	6,801.56
543 Streets Admin & Overhead	51.77
<b>101 Street Fund</b>	<b>6,853.33</b>
514 Finance	4,953.28
<b>107 Convention Center Reserve Fund</b>	<b>4,953.28</b>
514 Finance	3,672.56
<b>108 Tourism Promotion Area Fund</b>	<b>3,672.56</b>
571 Education	63.70
<b>114 Seniors Activity Fund</b>	<b>63.70</b>
514 Finance	45,229.04
<b>116 City Hall Building Reserve Fund</b>	<b>45,229.04</b>
542 Streets - Maintenance	4.00
<b>118 Municipal Capital Improvement Fund</b>	<b>4.00</b>
594 Capital Expenditures	27,882.72
<b>121 Street Development Reserve Fund</b>	<b>27,882.72</b>
521 Law Enforcement	3,181.39
<b>123 Criminal Justice Fund</b>	<b>3,181.39</b>
542 Streets - Maintenance	0.78

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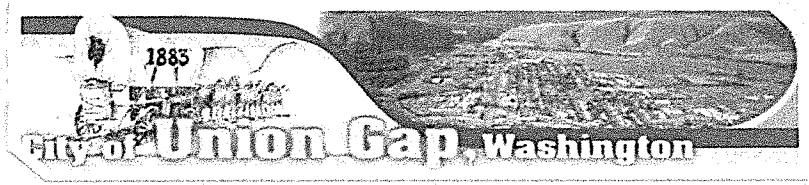
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		594		Capital Expenditures	9,204.00	
	124			Infrastructure Reserve Fund	9,204.78	
		547		Transit Systems & Railroads	38,345.33	
	128			Transit System Fund	38,345.33	
		521		Law Enforcement	59.89	
	130			Community Policing Fund	59.89	
		571		Education	209.65	
	132			Community Events Fund	209.65	
		559		Housing & Community Develop	52.50	
	170			Housing Rehabilitation Fund	52.50	
		534		Water Utilities	56,139.04	
	401			Water Fund	56,139.04	
		537		Garbage & Solid Waste Utilitys	75,980.93	
	402			Garbage Fund	75,980.93	
		535		Sewer	109,553.73	
	403			Sewer Fund	109,553.73	
		594		Capital Expenditures	32,801.55	
					1.55	
					1.18	
					1.18	
					3.05	Claims: 551,723.05

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

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



## City Council Communication

**Meeting Date:** September 14, 2015  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Payroll Vouchers, August 31, 2015

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**SYNOPSIS:** Payroll Vouchers Dated August 31, 2015

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 41432 through 41437, and 41444 through 41455, and 90791 through 90801 in the amount of \$340,019.29.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Payroll Voucher Roster



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4921	08/31/2015	Payroll	2	EFT	TERRI L BERTELSEN	2,634.70	August Payroll
4922	08/31/2015	Payroll	2	EFT	LYNETTE BISCONER	3,636.34	August Payroll
4923	08/31/2015	Payroll	2	EFT	RYAN BONSEN	5,072.86	August Payroll
4925	08/31/2015	Payroll	2	EFT	CRAIG G BUNTING	3,627.28	August Payroll
4926	08/31/2015	Payroll	2	EFT	DAVID D BUTLER	540.43	August Payroll
4927	08/31/2015	Payroll	2	EFT	MARK CARNEY	552.90	August Payroll
4928	08/31/2015	Payroll	2	EFT	JASON G CAVANAUGH	2,618.27	August Payroll
4930	08/31/2015	Payroll	2	EFT	KAREN CLIFTON	4,283.87	August Payroll
4933	08/31/2015	Payroll	2	EFT	CHRIS DAHL	3,448.71	August Payroll
4934	08/31/2015	Payroll	2	EFT	ERICK MICHAEL DELP	4,984.29	August Payroll
4936	08/31/2015	Payroll	2	EFT	RENARD T EDWARDS	4,889.72	August Payroll
4937	08/31/2015	Payroll	2	EFT	VICTORIA M GUTIERREZ	2,425.69	August Payroll
4939	08/31/2015	Payroll	2	EFT	DENNIS HENNE	4,555.72	August Payroll
4941	08/31/2015	Payroll	2	EFT	JARED S HUNT	2,986.48	August Payroll
4942	08/31/2015	Payroll	2	EFT	SHAWN R JAMES	3,834.69	August Payroll
4943	08/31/2015	Payroll	2	EFT	RUDY M JIMENEZ	2,824.37	August Payroll
4944	08/31/2015	Payroll	2	EFT	CHASE KELLOGG	3,826.27	August Payroll
4945	08/31/2015	Payroll	2	EFT	CHAD E LENZ	547.90	August Payroll
4946	08/31/2015	Payroll	2	EFT	ALBA L LEVESQUE	4,271.42	August Payroll
4947	08/31/2015	Payroll	2	EFT	JO LINDER	2,702.76	August Payroll
4948	08/31/2015	Payroll	2	EFT	TERESA LOPEZ	2,081.46	August Payroll
4949	08/31/2015	Payroll	2	EFT	DAVID W MATSON	552.90	August Payroll
4950	08/31/2015	Payroll	2	EFT	STACE J MCKINLEY	3,850.67	August Payroll
4951	08/31/2015	Payroll	2	EFT	ROBERT MCRAE	3,175.62	August Payroll
4952	08/31/2015	Payroll	2	EFT	CAROL ANN MONTGOMERY	1,744.42	August Payroll
4954	08/31/2015	Payroll	2	EFT	SERGIO E OCHOA	2,857.54	August Payroll
4956	08/31/2015	Payroll	2	EFT	RODNEY G OTTERNESS	5,657.25	August Payroll
4957	08/31/2015	Payroll	2	EFT	RONALD PHILLIPS	3,522.41	August Payroll
4958	08/31/2015	Payroll	2	EFT	AMBER E RADKE	2,543.58	August Payroll
4959	08/31/2015	Payroll	2	EFT	HECTOR A RIVERA	4,300.16	August Payroll
4961	08/31/2015	Payroll	2	EFT	CURTIS J SANTUCCI	4,693.69	August Payroll
4962	08/31/2015	Payroll	2	EFT	DAVID L SPURLOCK	5,136.72	August Payroll
4963	08/31/2015	Payroll	2	EFT	MICHAEL STILLWAUGH	3,725.30	August Payroll
4965	08/31/2015	Payroll	2	EFT	RAYMOND V SUAREZ	2,721.92	August Payroll
4966	08/31/2015	Payroll	2	EFT	PATRICK THOMPSON	4,197.70	August Payroll
4967	08/31/2015	Payroll	2	EFT	AMANDA L TOWLE	2,274.06	August Payroll
4968	08/31/2015	Payroll	2	EFT	ERIC B TURLEY	4,690.07	August Payroll
4970	08/31/2015	Payroll	2	EFT	JOSEPH VANICEK	4,414.77	August Payroll
4971	08/31/2015	Payroll	2	EFT	JESSE A WALRUFF	3,854.22	August Payroll
4972	08/31/2015	Payroll	2	EFT	GLORIA A WALTMAN	2,558.81	August Payroll
4973	08/31/2015	Payroll	2	EFT	LYDIA M WAREHIME	1,156.94	August Payroll
4974	08/31/2015	Payroll	2	EFT	TERRYL D WAY	4,537.20	August Payroll
4975	08/31/2015	Payroll	2	EFT	ROGER E WENTZ	512.10	August Payroll
4976	08/31/2015	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	70,409.06	LEOFF 1 RETIREE MEDICAL - 08/2015; 08/01/2015 To 08/31/2015 - Medical
4977	08/31/2015	Payroll	2	EFT	INTERNAL REVENUE SERVICE	61,273.98	941 Deposit For 08/01/2015 - 08/31/2015
4978	08/31/2015	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	146.00	08/01/2015 To 08/31/2015 - WSDCS
4979	08/31/2015	Payroll	2	EFT	WA STATE DRS - DCP	330.00	08/01/2015 To 08/31/2015 - DRS - DCP
4980	08/31/2015	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	13,624.30	08/01/2015 To 08/31/2015 - LEOFF I; 08/01/2015 To 08/31/2015 - LEOFF II
4981	08/31/2015	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	20,387.70	08/01/2015 To 08/31/2015 - PERS II; 08/01/2015 To 08/31/2015 - PERS III

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4677	08/11/2015	Payroll	2	41432	ISAIC ANAYA	368.15	SUMMER YOUTH PROGRAM FINAL
4678	08/11/2015	Payroll	2	41433	GABRIEL P ANDERSON	293.59	SUMMER YOUTH PROGRAM FINAL
4679	08/11/2015	Payroll	2	41434	EMILY M LINDER	154.12	SUMMER YOUTH PROGRAM FINAL
4680	08/11/2015	Payroll	2	41435	ENRIQUE S LOPEZ		Deleted Payroll Entry - Lynette
4681	08/11/2015	Payroll	2	41436	SUSAN LOWRY	470.73	SUMMER YOUTH PROGRAM FINAL
4684	08/12/2015	Payroll	2	41437	ENRIQUE S LOPEZ	438.05	SUMMER YOUTH PROGRAM FINAL
4924	08/31/2015	Payroll	2	41444	JACOB BROWN	256.14	August Payroll
4929	08/31/2015	Payroll	2	41445	JEFFERY J CHARTERS	266.25	August Payroll
4931	08/31/2015	Payroll	2	41446	GREGORY COBB	5,243.11	August Payroll
4932	08/31/2015	Payroll	2	41447	JOSE CRUZ	57.57	August Payroll
4935	08/31/2015	Payroll	2	41448	DONALD DURKEE	3,445.57	August Payroll
4938	08/31/2015	Payroll	2	41449	JACK L HENDERSON	55.41	August Payroll
4940	08/31/2015	Payroll	2	41450	ROBERT M HENNESSY	2,939.12	August Payroll
4953	08/31/2015	Payroll	2	41451	JAMES E MURR	544.43	August Payroll
4955	08/31/2015	Payroll	2	41452	DAN C OLSON	552.90	August Payroll
4960	08/31/2015	Payroll	2	41453	CHRISTOPHER JOHN ROMERO	83.66	August Payroll
4964	08/31/2015	Payroll	2	41454	MATTHEW W STRUNK	106.91	August Payroll
4969	08/31/2015	Payroll	2	41455	JENNY V VALLE	2,568.73	August Payroll
4982	08/31/2015	Payroll	2	90791	AFLAC	272.56	08/01/2015 To 08/31/2015 - AFLAC; 08/01/2015 To 08/31/2015 - AFLAC Pre Tax
4983	08/31/2015	Payroll	2	90792	EMPLOYEE FUND	55.00	08/01/2015 To 08/31/2015 - Employee Fund
4984	08/31/2015	Payroll	2	90793	ICMA RETIREMENT TRUST#302189	9,504.90	08/01/2015 To 08/31/2015 - ICMA Retirement Trust
4985	08/31/2015	Payroll	2	90794	TEAMSTERS LOCAL 760	532.00	08/01/2015 To 08/31/2015 - Teamsters Dues
4986	08/31/2015	Payroll	2	90795	UNION GAP POLICE OFFICERS ASSN	1,050.00	08/01/2015 To 08/31/2015 - UGPOA Dues
4987	08/31/2015	Payroll	2	90796	UNITED WAY OF YAKIMA CNTY	30.00	08/01/2015 To 08/31/2015 - United Way
4988	08/31/2015	Payroll	2	90797	USABLE LIFE	81.70	08/01/2015 To 08/31/2015 - USable Life
4989	08/31/2015	Payroll	2	90798	WA STATE COUNCIL OF CNTY	493.00	08/01/2015 To 08/31/2015 - AFCSME Dues
4990	08/31/2015	Payroll	2	90799	WA STATE COUNCIL OF	150.00	08/01/2015 To 08/31/2015 - WSCOPO Dues
4991	08/31/2015	Payroll	2	90800	WESTERN STATES POLICE MEDICAL TRUST	857.25	08/01/2015 To 08/31/2015 - WSPMT
4992	08/31/2015	Payroll	2	90801	WSCCCE TRUST	3,953.22	08/01/2015 To 08/31/2015 - WSCCE

000	233.58
001 Current Expense Fund	260,656.12
101 Street Fund	26,182.84
128 Transit System Fund	1,920.45
132 Community Events Fund	17.62
401 Water Fund	23,360.47
402 Garbage Fund	567.11
403 Sewer Fund	27,081.10

340,019.29 Payroll: 340,019.29

**WARRANT/CHECK REGISTER**

CITY OF UNION GAP

MCAG #: 0853

01/01/2015 To: 08/31/2015

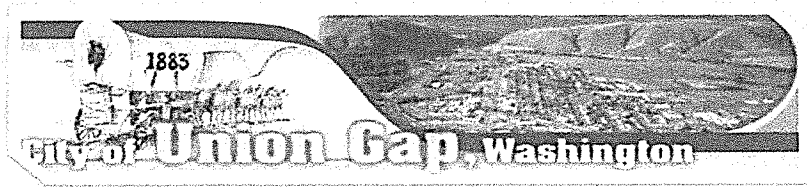
Time: 17:05:07 Date: 08/27/2015

Page: 3

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

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

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



## City Council Communication

**Meeting Date:** September 14, 2015  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Advance Travel Vouchers – September 14, 2015

---

**SYNOPSIS:** Advance Travel Vouchers Dated September 14, 2015 for the month of June 2015.

**RECOMMENDATION:** Request Council to approve Voucher No. 1241 in the amount of \$349.51.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Advance Travel Voucher Roster

**WARRANT/CHECK REGISTER**

CITY OF UNION GAP

Time: 12:04:59 Date: 08/19/2015

MCAG #: 0853

06/01/2015 To: 06/30/2015

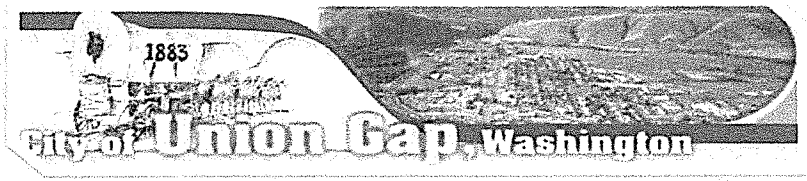
Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4846	06/08/2015	Claims	638	1241	LYNETTE BISCONER	349.51	ATR #1111
638 Advance Travel Fund						349.51	
						9.51	Claims: 349.51

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

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

Date:



## City Council Communication

**Meeting Date:** September 14, 2015  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Petty Cash Vouchers – September 14, 2015

---

**SYNOPSIS:** Petty Cash Vouchers Dated June 14, 2015 for the months of May and June 2015.

**RECOMMENDATION:** Request Council to approve Voucher Nos. 1839 through 1840 in the amount of \$110.00.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Petty Cash Voucher Rosters

**WARRANT/CHECK REGISTER**

CITY OF UNION GAP  
MCAG #: 0853

05/01/2015 To: 05/31/2015

Time: 11:03:11 Date: 08/19/2015  
Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3152	05/20/2015	Claims	637	1839	CASCADE CATERING	60.00	YVCOG MTG - DO/MC/DS
637 Petty Cash Fund						60.00	
						0.00	Claims: 60.00

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

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

**WARRANT/CHECK REGISTER**

CITY OF UNION GAP

Time: 11:18:20 Date: 08/19/2015

MCAG #: 0853

06/01/2015 To: 06/30/2015

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4773	06/11/2015	Claims	637	1840	YAKIMA CO AUDITOR	50.00	ANNEXATION FILING FEES
637 Petty Cash Fund						50.00	
						0.00	Claims: 50.00

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

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





## City Council Communication

**Meeting Date:** September 14, 2015  
**From:** Rod Otterness, City Manager  
**Topic/Issue:** Resolution –Public Defense Contracts

---

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

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

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

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

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Public Defense Contracts for Pat True and William Schuler

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

A **RESOLUTION** authorizing the City Manager to sign contracts with Pat True and William Schuler

**WHEREAS**, New caseload standards effective January 1, 2015 requires additional part-time public defenders;

**WHEREAS**, the City wishes to contract with Pat True and with William Schuler for public defense services;

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

The City Manager is authorized to sign contracts with Pat True and William Schuler for public defense services.

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

## CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Union Gap, Washington (hereinafter “City”) provides public defense services and desires to do so pursuant to contract with attorney Pat True (hereinafter “Public Defender”), and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PUBLIC DEFENDER:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

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

CITY OF UNION GAP

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF CITY ATTORNEY

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

PUBLIC DEFENDER

By: \_\_\_\_\_  
Pat True

9-14-15

## CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Union Gap, Washington (hereinafter “City”) provides public defense services and desires to do so pursuant to contract with attorney William Schuler (hereinafter “Public Defender”), and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PUBLIC DEFENDER:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

CITY OF UNION GAP

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF CITY ATTORNEY

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

PUBLIC DEFENDER

By: \_\_\_\_\_  
William Schuler

9-14-15