

UNION GAP CITY COUNCIL

REGULAR MEETING

**** AMENDED AGENDA ****

MONDAY, OCTOBER 13, 2014 – 6:00 P.M.

102 W. AHTANUM ROAD, UNION GAP

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

A. Approval of Minutes:

Regular Council Meeting Minutes, dated September 22 , 2014, As attached to the Agenda and maintained in electronic format;

B. Approve Vouchers:

Payroll Vouchers – EFT's and Voucher Nos.41270 through 41288 and 88688 through 88701 for September 30, 2014, in the amount of \$420,656.35;

Claims Vouchers – EFT's and Voucher Nos. 88702 through 88806 for October 13, 2014, in the amount of \$278,639.97.

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

Finance & Administration

1. Interlocal Agreement for IT Services – Wayne Wantland, IT Manager, City of Yakima;
2. Resolution No. _____ - Interlocal Agreement - IT Services.

Public Works/Community Development

1. Public Hearing - Six Year Transit Development Plan;
2. Resolution No. _____ - Six Year Transit Development Plan;
3. Resolution No. _____ - Amendments to Public Works Trust Fund loan Contracts;
4. Resolution No. _____ - Pioneer Graveyard Interpretive Site Project – Asbestos Abatement;
5. Resolution No. _____ - Pioneer Graveyard Interpretive Site Project - Building Demolition;
6. Resolution No. _____ - Project Completion Amendment – Fullbright Reservoir and Transmission Main Intertie;
7. Comprehensive Park Plan Proposed Soccer Field Amendment;
- **8. Resolution No. _____ - Encroachment Agreement – Chevron Environmental Management Company.

Public Safety

Resolution No. _____ - Traffic Safety Commission Memorandum of Understanding.

City Manager

1. Resolution No. _____ - Contract for Prosecutor Services;
2. Request for Qualifications for City Attorney Services;

3. Event Center for Economic Development.

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

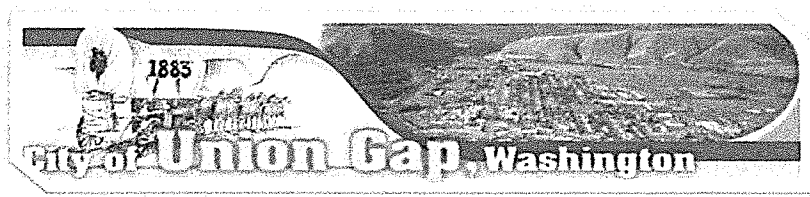
VII. COMMUNICATIONS/QUESTIONS/COMMENTS

Skatepark Brochure

VIII. DEVELOPMENT OF NEXT AGENDA

IX. ANY OTHER BUSINESS

X. ADJOURN REGULAR MEETING.



City Council Communication

Meeting Date: October 13, 2014
From: Karen Clifton, Director of Finance & Administration
Topic/Issue: Interlocal Agreement for IT Services – Wayne Wantland, IT Manager, City of Yakima

SYNOPSIS: Wayne Wantland, Information Technology (IT) Manager for the City of Yakima will discuss the proposed interlocal agreement for IT services and answer questions.

RECOMMENDATION: Discussion only.

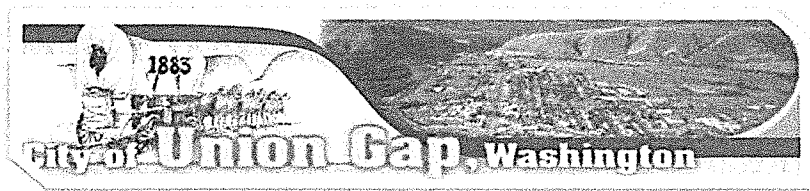
LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: None



City Council Communication

Meeting Date: October 13, 2014
From: Karen Clifton, Director of Finance & Administration
Topic/Issue: Resolution – Interlocal Agreement - IT Services

SYNOPSIS: The City is in need of Information Technology (IT) services and the City of Yakima IT department has the necessary expertise and resources to provide the IT service that the City desires.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign an interlocal agreement with the City of Yakima for IT systems services.

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

FINANCIAL REVIEW:

The costs for 2014 are as follows:

- \$9,100 for software and equipment upgrades
 - \$3,000 IT Service (\$1,500 each for November and December)
- \$12,100 2014 Total (there are adequate funds in the 2014 budget to cover these costs)

The costs for 2015 are as follows:

- \$10,000.00 one-time cost for fiber hook-up
 - \$46,878.88 Annual IT Services charge
- \$56,878.88 2015 Total (these costs are included in the 2015 Draft Preliminary Budget)

BACKGROUND INFORMATION:

- January 24, 2014 RFP for IT Services was issued
- April 2, 2014 City Manager, Directors, and Deputy Director met to review RFPs
- April 14, 2014 List of RFP submissions and recommendation for City of Yakima IT Services at the City Council meeting
- September 4, 2014 Discussed Yakima's Interlocal Agreement at the 2014 Budget Workshop
- October 13, 2014 Presentation by Wayne Wantland

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Interlocal Agreement
3. 2014 Cost Quote
4. 2015 Cost Quote

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign an interlocal agreement with the City of Yakima for Information Technology (IT) systems services.

WHEREAS, the parties, City of Union Gap may contract with the City of Yakima for services pursuant to the provisions of RCW 39.34, the Interlocal Cooperation Act;

WHEREAS, the City of Union Gap needs Information Technology (IT) Services;

WHEREAS, the City of Yakima possesses the necessary expertise and resources to provide the IT Systems Services that the City of Union Gap desires;

WHEREAS, the parties have negotiated an interlocal agreement with terms and conditions relating to the provision of IT Systems Services;

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

The City Manager is authorized to sign an Interlocal Agreement with the City of Yakima for Information Technology System Services.

PASSED this 13th day of October, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert Noe, City Attorney

**CITY OF YAKIMA
INFORMATION TECHNOLOGY SERVICES
INTERLOCAL AGREEMENT**

THIS INFORMATION TECHNOLOGY SERVICES INTERLOCAL AGREEMENT (hereinafter "Agreement"), is made and entered into by and between the CITY OF YAKIMA, Washington, a municipal corporation (hereinafter "City"), and the City of Union Gap (hereinafter the "User Agency") in accord with the requirements of RCW 39.34, the Interlocal Cooperation Act. The purpose of this Agreement is to define the scope of services contracted by the User Agency from the City, set forth the compensation to be paid by the User Agency for such services, and enumerate other related provisions that contribute to the mutual benefit of the parties to this Agreement.

WITNESSETH

WHEREAS, the User Agency desires Information Technology Services as described in the Appendix to this Agreement; and

WHEREAS, the City of Yakima possesses the necessary resources to provide the Information Systems Services to the extent described in this Agreement and is willing to do so according to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of mutual promises contained herein and the mutual benefits to be derived hereunder, the parties agree as follows:

A. THE CITY OF YAKIMA WILL:

1. Implement, administer and maintain the services described in the Appendix to this Agreement.
2. Give the User Agency at least seven (7) days' advance written notice of any change in operation, computer hardware, or software that may foreseeably adversely affect the User Agency, excluding normal upgrades of the operating system or software and excluding emergency operational requirements.

3. Use a reasonable standard of care to insure the security of User Agency data, which shall be no less than the precautions the City of Yakima uses to protect its own confidential information.

B. THE USER AGENCY WILL:

1. Provide and maintain any additional computer hardware and/or software necessary for the operation of the system(s) described in the Appendix beyond the hardware explicitly provided by the City of Yakima pursuant to this Agreement. All such equipment and/or software must be approved by the City of Yakima prior to connection to the system, which approval will not be unreasonably withheld.
2. Provide any hardware deemed necessary by the City of Yakima to protect the City of Yakima's computer equipment from potential damage caused by the User Agency's hardware.
3. Provide security for criminal record information and/or private, personal, or confidential information contained in the services being provided.
4. Maintain service agreements on major third party applications such as; financial system, utility billing, etc.
5. Be responsible for ensuring that all software is legally licensed for the intended use.

C. Record Retention and Public Disclosure:

1. The City shall be responsible for maintaining disaster recovery copies of the User Agency's data stored on the servers provided for and managed by the City. Disaster recovery copies shall be maintained a minimum of one month from creation. The purpose of disaster recovery copies is protection against catastrophic failure resulting in the loss of the User Agency's data. These records shall not be available for or relied upon for incidental data recovery purposes.
2. It shall be the User Agency's sole responsibility to have policies and procedures in place that govern records retention and archiving of state mandated records. These archives shall be maintained on the servers

provided for the User Agency and shall be backed up for disaster recovery as indicated in C(1).

3. It shall be the User Agency's sole responsibility to respond to any Public Documents Requests (PDR). The City shall provide technical assistance and training if needed.

C. EFFECTIVE DATE & TERMINATION

1. The effective date of this Agreement is January 1, 2015. This Agreement shall continue in duration until terminated by either party in accordance with Section C(2) of this Agreement.
2. This Agreement may be terminated by either party, with or without cause, by giving written notice to the other party at least sixty (60) days in advance of the intended date of termination.

D. CHARGES & BILLING

1. **Quarterly Payments.** The User Agency shall be billed during each quarter of the calendar year for one quarter of the annual services costs. The User Agency shall pay for each year's billing for services within thirty (30) days after billing by Yakima. Payment shall be made to Yakima City Treasurer, 129 North 2nd Street, Yakima, Washington.
2. Prior to October 1st of each year during the term of this Agreement, the City shall provide notice in writing to the User Agency of the fees that will be charged during the subsequent year for the services identified in the Appendix.
3. The User Agency may request additional services beyond those described in the Appendix. In such event, the City Manager (or his designee) is authorized to negotiate a mutually agreeable sum for such additional services. A description of the additional services and consideration shall be reduced to writing in a document signed by the parties. This document shall be made an addendum to this Agreement.

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E. LIABILITY OF THE CITY OF YAKIMA

The City of Yakima shall not be liable to the User Agency, its elected officials, officers, employees, and agents for failure to provide, or delays in providing, services herein, if due to any cause beyond the City of Yakima's control, such as, but not limited to, power outage, fire, water, energy shortages, failure of its communications or computer hardware or operating system, natural disaster, or inability to provide or continue to provide the agreed upon services due to a court ruling or other legal action adverse to the City of Yakima or this Agreement.

F. INDEMNIFICATION/PROMISE NOT TO SUE

1. The User Agency agrees to hold harmless, indemnify, protect, and defend the City, its elected officials, officers, employees, and agents from and against any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) that result from or arise out of the sole negligence or intentionally wrongful acts or omissions of the User Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement.
2. In the event that the officials, officers, agents, and/or employees of both the City and the User Agency are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).
3. Nothing contained in this Section or this Agreement shall be construed to create a liability or right of indemnification in any third party.

G. TERMS TO BE EXCLUSIVE

The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. In the event the User Agency issues a purchase order, memorandum, specifications, or other instrument covering the services herein provided, such purchase order, memorandum,

specifications, or instrument is for the User Agency's internal purposes only and any and all items and conditions contained therein, whether printed or written, shall be of no force or effect. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties hereto solely and not for the benefit of any other person, persons, or legal entities.

H. REPRESENTATIONS & WARRANTIES

1. The User Agency acknowledges that it has not been induced to enter into this Agreement by any representation or statements, oral or written, not expressly contained herein or expressly incorporated by reference.
2. The City of Yakima makes no representations, warranties, or guaranties, express or implied, other than the express representations, warranties, and guaranties contained in this Agreement.

I. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the City of Yakima and the User Agency.

J. ASSIGNMENT

This Agreement may not be assigned by either party hereto without the prior written consent of the other party.

K. TIME IS OF THE ESSENCE

Time and the punctual performance of each and all of the terms, provisions, and conditions of this Agreement are of the essence.

L. NON-WAIVER

The waiver by the User Agency or the City of the breach of any provision of this Agreement by the other party shall not operate or be

construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

M. SURVIVAL

Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

N. WRITTEN NOTICE

All notices required by or sent under this Agreement shall be in writing, shall be delivered personally to the recipient, or sent by means of certified mail with full postage prepaid, return receipt requested. Any written notice hereunder shall become effective as of the date when mailed or personally delivered. Notices to the City of Yakima shall be delivered to the Yakima Information Technology Manager at 129 North 2nd Street, Yakima, Washington 98901. Notices to the User Agency shall be delivered to City of Union Gap, City Manager, 107 W Ahtanum Rd, Union Gap, WA 98903.

O. SEVERABILITY

1. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
2. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

P. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Q. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in a court of competent jurisdiction located in Yakima County, Washington.

R. AUTHORITY

The person executing this Agreement on behalf of the User Agency represents and warrants that he or she has been fully authorized by the governing body of the User Agency to execute this Agreement on its behalf and to legally bind the User Agency to all the terms, performances and provisions of this Agreement.

S. RECORDING OF AGREEMENT

A copy of this Agreement shall either be recorded with the Yakima County Auditor or alternatively, listed by subject on the participating parties' web site or other electronically retrievable public source, in accord with RCW 39.34.040.

CITY OF YAKIMA

CITY OF UNION GAP

Tony O'Rourke, City Manager

Mayor

Date: _____

Date: _____

ATTEST:

City Clerk

Contract No. _____

APPENDIX A
CITY OF YAKIMA
INFORMATION TECHNOLOGY SERVICES
AGREEMENT

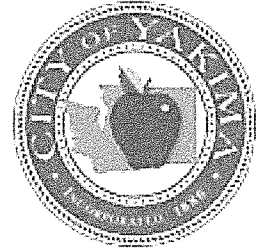
The City of Yakima will provide services as described below to all City of Union Gap departments. Each department's equipment and services, as described in the attached inventory, will be billed at the rate provided by the City per Section D of this agreement. All hardware purchases are the responsibility of the City of Union Gap and are not included in the service agreement.

Services the City shall provide:

- 1) All required network access and licensing.
- 2) Internet and email services
- 3) Internet and network security licensing, software and monitoring
- 4) Disaster Recovery services.
- 5) Network storage for all of the User Agency's data
- 6) The Police and Fire departments mobile IT services to include Netmotion. **Does not** include services provided through YAKCORPS, Spillman Computer Aided Dispatch system.
- 7) Annual technical services to ensure User Agency's equipment operate within the parameters of the system providers.
- 8) Equipment repair will only be to the extent of identifying the cause of the issue as hardware versus software. Minor hardware repairs may be made but parts costs are not included in this agreement.
- 9) Help Desk support during normal business hours and emergency IT support 24 hours a day.
- 10) The in-house resources necessary to ensure the system continues to operate within the limitations set forth by the system providers.



129 N Second Street
Yakima, WA 98901



July 30, 2014

To: Rodney Otterness, City Manager
Karen Clifton, Finance & Administration Director

From: Wayne Wantland, Information Technology Manager

RE: Quote for IT Services

My IT staff has completed the inventory of your computer systems and has identified some areas that need attention prior to our providing services. A good portion of these issues are regarding the versions of Microsoft products that you have which are the low end student and/or home editions that do not perform well in the enterprise network to which we will be migrating your systems. Those items are:

8	PC Replacement	\$5,600
3	Operating System Upgrade	\$500
12	MS Office Upgrade	\$3,000
		<hr/> <hr/>
		\$9,100

In addition, as was stated in the RFP response, we can only provide our services if you are directly connected to our network (we are allowing remote locations where providing direct connection would be cost prohibitive). Recently we have become aware of a fiber cable project that Yakima County is putting in to provide redundancy to the new 911/Dispatch Center which would allow us to continue our city network to you. **It is my understanding that County IT has indicated to your staff that there will be no cost to Union Gap for installation of this cable** and the only cost to Union Gap would be the connectivity from the cable to your offices (the Fire Station as your temporary City Hall and the few offices around the City Hall area). We have estimated that cost including the added fiber cable to cross the street and the devices needed to terminate the fiber will be approximately **\$10,000**.

To summarize, your total, one-time startup costs will be approximately \$19,100.

At this time it is expected that the cable will not be installed until early 2015 so if it is in your best interest we could stage these upfront costs by doing the upgrades to the PC's and software this year, with the expectation of doing the fiber connections early in 2015. If you wish to enter into the agreement prior to the cable installation we can provide you limited PC support for the remainder of 2014 with the understanding that we will start the full support as given in the

Providing Information Services to the City of Yakima

Business Phone: 509.575.6056

Business Fax: 509.249.6835

agreement as soon as we have the cable connectivity. For this limited support period we would charge you for only the workstation support on a month to month basis, (\$1,500).

Attached are the **citywide charges** for IT support under this agreement for 2015. I've highlighted the new costs with green font. The remaining are services that are already being performed with the annual increase of 4% applied. Of course, if the changes you are exploring occur with the Fire Department, and we are no longer supporting that equipment, those costs would not apply.

To summarize again, we are willing to start limited workstation support this year before the fiber cable gets installed with the \$9,100 of upgrades done and at a monthly cost of \$1,500, (24 workstations). Once the fiber is installed there will be an approximate \$10,000 one-time cost and then the full annual maintenance will kick in.

The City of Yakima IT staff looks forward to our new partnership with your City and helping you meet the ever demanding technology needs of government.

Do not hesitate in contacting me with any questions or clarifications and if you want to proceed immediately we can move forward on formalizing the agreement and ordering the upgrades needed.

City of Union Gap IT Services

CITY HALL (Admin)	2015 Cost per Unit	Number of Units	Annual Maintenance	Revenue Acct
Web Site Maintenance	\$959.92	1	\$959.92	
Data Storage & Bk/up (1Tb)	\$3,410.95	1	\$3,410.95	
Workstations	\$852.74	9	\$7,674.63	
CITY HALL SUBTOTAL			\$12,045.50	
Public Works				
Workstations	\$852.74	7	\$5,969.16	
Wastewater				
Workstations	\$852.74	1	\$852.74	
Ahtanum (Senior Ctr)				
Workstations	\$852.74	1	\$852.74	
		20		
			\$19,720.13	1 8953815

Police Department

Desktop Services

Service	2015 Cost per Unit	# of Desktop Units	Extended	
Workstations	\$852.74	14	\$11,938.32	
			\$11,938.32	1 8953815

Mobile Data Services

Service	2015 Cost per Unit	# of Mobile Units	Extended	
City Tech Services w/MDT	\$215.63	18	\$3,881.39	
City Tech Services w/o MDT	\$163.17	1	\$163.17	
			\$4,044.56	1 8953815

* Those units without Computers do not have any of the license maintenance charges but still have the Tech services for maintenance.

Communications and Electronics Services

Service	2015 Cost per unit	# of Mobile Units	Extended	
Mobile Units	\$101.23	22	\$2,226.98	
Portable Units	\$37.91	25	\$947.70	
Base Station	\$139.19	1	\$139.19	
			\$3,313.87	1 8954223
			\$19,296.75	

Union Gap Fire Department

Service	2015 Cost per Unit	# of Desktop Units	Extended
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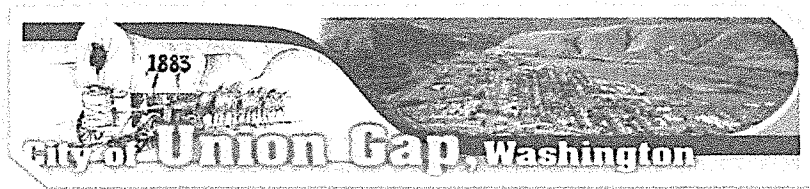
Workstations	\$852.74	6	\$5,116.42	
Total Desktop Services			\$5,116.42	1 8953815

Service	per unit	# of Mobile Units	Extended	
City Tech Services w/MDT	\$215.63	3	\$646.90	
City Tech Services w/o MDT	\$163.17	0	\$0.00	
Total Mobile Services			\$646.90	1 8953815

Communications and Electronics Services

Service	per unit	# of Mobile Units	Extended	
Mobile Units	\$101.23	8	\$809.81	
Portable Units	\$37.91	34	\$1,288.87	
Base Station	\$139.19	0	\$0.00	
Total C&E Services			\$2,098.68	1 8954223
FD Subtotal			\$7,862.00	

City of Union Gap Grand Total:	\$46,878.88
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City Council Communication

Meeting Date: October 13, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Public Hearing - Six Year Transit Development Plan

SYNOPSIS: At the September 8, 2014 meeting, Council set a Public Hearing for tonight.

RECOMMENDATION: Conduct a Public Hearing.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Six Year Transit Development Plan



City of Union Gap Transit Transit Development Plan
Six year plan: 2013 - 2019

Union Gap Transit
1101 N. 16th Ave, Suite 120
Yakima, WA. 98902
(509) 248-2004

Public Hearing:

Adopted by Union Gap City Council:

Submitted to WSDOT:

Prepared by:

Medstar Transportation

1101 N. 16th Ave. Suite 120, Yakima, WA. 98902

Contact person: Betsy Dunbar

Transportation Manager

E-mail: betsy@gomedstar.com

Phone: (509) 248-2004

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Section 10. List of Equipment

Section 11. Route Map

Section 1: Organization

Union Gap Transit is a municipal transit system as authorized in RCW 35.58 and is located in Yakima County. Union Gap Transit contracts all transit services, both fixed route and Paratransit ADA services to Medstar Transportation. Union Gap Transit's route map appears in Appendix B, showing the extent of the service area. Union Gap Transit is governed by the

Union Gap City Council; their 7 member board approves all changes to transit operations and service levels. City council meetings are usually held on the second and fourth Monday of each month at City Hall located at 102 W Ahtanum Road. Additionally, the Transit Advisory Committee meets as needed to discuss any suggestions or ideas for transit development and changes.

As of 12/31/2013 Union Gap Transit's contractor employed:

- 4 full time employees in the operations division
- 4 full time equivalents in the Dial-A-Ride Paratransit division
- 1.5 full time equivalent in the maintenance division
- 1 full time equivalent in the administration division
- 9.5 Total employees

Section 2. Physical Plant

Union Gap Transit has no bus maintenance or operations facilities. The contractor's facility is located at 1101 N 16th Ave, Suite 120, Yakima, WA. 98902. The building is leased by their contracted services provider Medstar Transportation.

Section 3. Service Characteristics

Started as a demonstration project in 2008 by the city of Union Gap and Yakima Transit, the residents of Union Gap voted to approve permanent funding through a .02% sales tax and so the city and began providing full transit services beginning December 1, 2008.

In 2013 Union Gap Transit provided fixed route service, and Dial-A-Ride Paratransit service. Union Gap Transit operates 1 fixed route. Bus service operates Monday through Friday, 6:00 a.m. – 7:00 p.m., and Saturday 9:00 a.m. – 7:00 p.m. The Monday through Friday bus service operates on half-hour headways. Saturday bus service operates on a one- hour frequency. Dial-A-Ride Paratransit service operates the same service hours as fixed route service. Additionally, Dial-A-Ride Paratransit service also operates Sunday 8:00 a.m. – 1:00 p.m. For further details on local fixed route service please consult the Union Gap Transit system map in Appendix B. As of January 1, 2013 Union Gap Transit still offers free service (no boarding fee) to all transit riders. Because all vehicles used in the provision of transit services are purchased and owned by the contractor and not the City of Union Gap, there is no listing for capital expenditures for buses in this plan.

When vehicles are listed as additions to or replacement of vehicles used for transit purposes, it is for fleet description only and no Capital funds are ever used.

Section 4. Service Connections

Union Gap Transit provides fixed route service to the passenger shelter in front of Miners Drive-In for connections with Yakima Transit routes #7 and #9. Other connections are Central Washington Airporter

for trips to Seattle and the Community Connector for trips throughout the Yakima Valley. This facilitates connections to other Transit System which are mainly Phato in the Lower Valley and Ben/Franklin Transit in the Tri Cities.

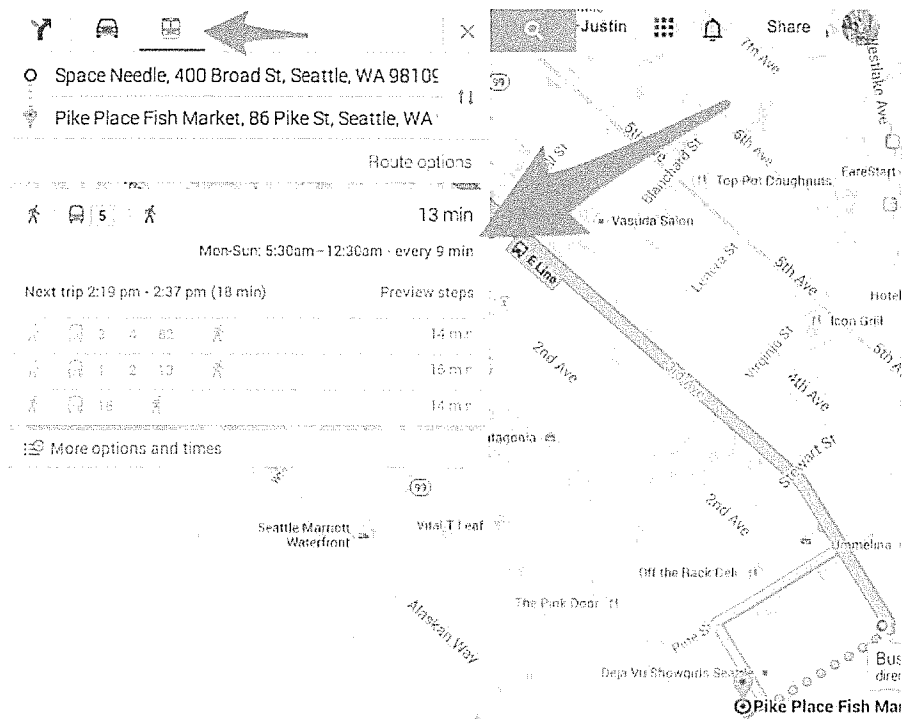
Union Gap Transit offers Dial-A- Ride services to the cities of Union Gap, Yakima and Selah, with connections to the Greyhound bus terminal and the Yakima Airport.

Section 6. 2014 Goals

1. Review and update flag stop policy.
2. Increase service awareness to Union Gap residents.
3. Research implementing software and mobile apps for drivers and riders.
 - a. Gain better insights to operations and service effectiveness
 - b. Provide GPS information and push button reservations.
4. Possible service expansion
 - a. Add a 3rd bus on fixed route to expand to West Valley and an express route for high traffic areas.
 - b. Prepare to research Vanpool service In 2015, look at grants for service.
5. Add Google Transit Routes for Union Gap.
 - a. First step: Review, update and finalize stops, times and flag stop policy. In the month on August 2014, flag stops made up for an estimated 21% of the total fixed route ridership.
 - b. Second step: Submit to Google Transit

About Google Transit Partner Program

Transit on Google Maps is a Public Transportation planning tool that combines the latest agency data with the power of Google Maps. It integrates transit stop, route, schedule, and fare information to make trip planning quick and easy for everyone.



- **Raising awareness of public transportation** to attract new riders
- **Helping seasoned riders** discover new routes to maximize your infrastructure investment
- **Linking to your agency website** to increase rider awareness
- **Connecting neighboring agencies' data** to improve inter-agency connectivity
- **Decreasing traffic congestion** and environmental effects while increasing mobility
- **Providing trip planning on both desktop and mobile devices**
- **Doing it all for free** -- all you have to do is share your data

6. Update routes to better work with other transit agencies.
 - a. Increase Route stop consistency: Currently Yakima transit is at the Union Gap transfer point 40 times a weekday while Union gap services that stop 23 times a weekday.
 - b. Align Route Schedules: We are adjusting stop times to fall constantly at the same time every hour, so riders will easily know when the next bus will arrive. This is also much more consistent with the Yakima Transit route 7 & 9. There was also an hour gap in service that should be filled to provide consistent service. Here is the new Saturday Schedule.

Saturday/sábado

	Sears Store	14th & Mead	18th & Carey	D.O.T.	Fullbright Park	Leisure Hill	2nd & Wash.	Business Park	Youth Park	10th & Wash.	3rd & Wash.
AM	8:57	9:01	9:04	9:12	9:17	9:21	9:24	9:30	9:37	9:44	9:45
	9:57	10:01	10:04	10:12	10:17	10:21	10:24	10:30	10:37	10:44	10:45
	10:57	11:01	11:04	11:12	11:17	11:21	11:24	11:30	11:37	11:44	11:45
	11:57	12:01	12:04	12:12	12:17	12:21	12:24	12:30	12:37	12:44	12:45
	12:57	1:01	1:04	1:12	1:17	1:21	1:24	1:30	1:37	1:44	1:45
	1:57	2:01	2:04	2:12	2:17	2:21	2:24	2:30	2:37	2:44	2:45
PM	2:57	3:01	3:04	3:12	3:17	3:21	3:24	3:30	3:37	3:44	3:45
	3:57	4:01	4:04	4:12	4:17	4:21	4:24	4:30	4:37	4:44	4:45
	4:57	5:01	5:04	5:12	5:17	5:21	5:24	5:30	5:37	5:44	5:45
	5:57	6:01	6:04	6:12	6:17	6:21	6:24	6:30	6:37	N/A	N/A

Section 7. Union Gap Transit Development Plan & WSDOT - Operating & Investment Guidelines:

Preservation:

In 2013 Union Gap Transit used its resources to maintain service levels in all modes of transportation. In the next 6 years Union Gap Transit will maintain or increase levels of service, replace most of the older revenue service vehicles and try to add more alternative fuel or hybrid vehicles.

Safety:

The modernization of the vehicle fleets will improve system safety by enlisting the latest safety related technology and maintenance systems. The installation of new bus shelters will improve system safety by providing a waiting area that is both well lit and away from traffic.

Mobility:

In completing this Six Year Transit Development Plan, Union Gap Transit will have a totally accessible fixed route bus fleet, while increasing service levels in paratransit services for those who cannot use the fixed route service.

Environment:

By the year 2016 we hope to have converted all transit vehicles to hybrid or alternative fuel technology to enhance a healthy community, promote energy conservation and protect our environment.

Stewardship:

It is the intent of Union Gap Transit, to work towards greater efficiency and to improve the quality of our transportation services with expanded routes and perhaps investment in Vanpool services.

Section 8. Plan Assumptions

Population – According to the 2010 census report, the population of the Union Gap Transit service area is 5,850 and the population is expected to grow at a rate of 0.2% through the year 2015.

1. **Sales Tax** – We are expecting a decrease of about 2.5% in 2014 from 2013 levels which then should remain constant through 2016.
2. **Inflation Factor** – Medstar Transportations wage and salary costs will increase by 4.5% per year throughout this plan.. All other costs will increase at 4.25% per year throughout the plan.
3. **Fixed Route Bus Service** – Union Gap Transit provided 7,280 hours of revenue service in 2013, and will at a minimum, maintain that level through 2019.
4. **Dial-A-Ride ADA Paratransit Service** – Union Gap Transit provided 7,540 revenue hours of service in 2013, and will at a minimum, maintain that level through 2019.

In future years Dial-A-Ride service standards may have to be reduced to more closely adhere to ADA (Americans with Disabilities Act) standards in order to control growing program costs. Consideration may be given to securing additional revenue to be used exclusively for Dial-A-Ride growth and service quality maintenance.

5. **Transit Buses** – Union Gap Transit will purchase 3 accessible transit buses during this plan. Two will be replacement buses and one will be an addition to the fleet.
6. **Paratransit Vehicles** – Union Gap Transit will purchase 5 vehicles for use in Dial-A-Ride service during this plan. 4 will be replacement vehicles and one will be an addition to the fleet. Of these vehicles, a minimum of three will be hybrid vehicles, two will replace existing hybrids and one will be an addition.
7. **Maintenance, Operations and Administration Facility Improvements:**
In phase 1 of this project, Medstar Transportation will expand its present maintenance, operations and administration facility in 2015.
In phase 2 of this project, Medstar Transportation will complete improvements to its maintenance and bus washing facilities by 2019.
A significant portion of the city's existing fixed route bus service lacks permanent stop facilities. A study of the route and facility needs will be completed and implemented over the next 6 years.

Section 9. Operating Data 2013 Actual - 2014 – 2019 Estimated

Fixed Route Service	2013	2014	2015	2016	2017	2018	2019
Revenue vehicle miles	149,367	165,117	165,117	165,117	165,117	165,117	165,117
Total vehicle miles	179,239	194,989	194,989	194,989	194,989	194,989	194,989
Revenue vehicle hours	7,280	7,280	7,280	7,280	7,280	7,280	7,280
Total vehicle hours	7,577	7,577	7,577	7,577	7,577	7,577	7,577
Passenger trips	81,212	83,500	83,500	83,500	83,500	83,500	83,500
Fatalities	0	0	0	0	0	0	0
Reportable injuries	0	0	0	0	0	0	0
Collisions	0	0	0	0	0	0	0
Gasoline fuel Consumed (gal)	22,404	24,373	24,373	24,373	24,373	24,373	24,373
Dial-A-Ride Service							
Revenue vehicle miles	23,284	23,284	23,284	23,284	23,284	23,284	23,284
Total vehicle miles	25,543	25,543	25,543	25,543	25,543	25,543	25,543
Revenue vehicle hours	7,540	7,540	7,540	7,540	7,540	7,540	7,540
Total vehicle hours	7,690	7,690	7,690	7,690	7,690	7,690	7,690
Passenger trips	5,260	5,260	5,260	5,260	5,260	5,260	5,260
Fatalities	0	0	0	0	0	0	0
Reportable injuries	0	0	0	0	0	0	0
Collisions	0	0	0	0	0	0	0
Gasoline fuel Consumed (gal)	3,192	3,192	3,192	3,192	3,192	3,192	3,192

Section 7A

Operating Revenues and Expenditures 2013

(All figures in whole dollars)

	Transit Fund	Working Capital	Capital Fund	Debt Service	Total
Beginning Balance	1,486,558	0	0	0	1,486,558
Revenues					
Sales Tax	892,715				892,715
Fare Box	0				0
Sales Tax Equalization	0				0
Interest	0				0
State Operating Grants	0				0
Contribution to Accounts	0				0
Total Available	2,379,273	0	0	0	2379273
Operating Expenses					
Contracted Fixed Route	326,339				326,339
Contracted Paratransit	99,843				99,843
System P & M	0				0
Fixed Route System Expansion	0				0
Para-transit System Expansion	0				0
Total Expenses	426,182				426,182
Net Cash Available	1,953,091	0	0	0	1,953,091
Capital Obligations	23,742				0
Passenger shelters and signs	0				0
Total Capital Obligations	23,742				0
Ending Cash Balance 12/31	1,932,128	0	0	0	1,932,128

Section 7B

Operating Revenues and Expenditures 2014

(All figures in whole dollars)

	Transit Fund	Working Capital	Capital Fund	Debt Service	Total
Beginning Balance	1,932,128	0	0	0	1,932,128
Revenues					
Sales Tax	857,007				857,007
Fare Box	0				0
Sales Tax Equalization	0				0
Federal Operating Grants	0				0
State Operating Grants	0				0
Contribution to Accounts	0				0
Total Available	2,789,135	0	0	0	2,789,135
Operating Expenses					
Vanpool P & M	0				0
Vanpool System Expansion	0				0
Contracted Fixed Route	326,339				326,339
Contracted Para-transit	99,843				99,843
System P & M	0				0
System Expansion	0				0
Total Expenses	426,183				426,183
Net Cash Available	2,362,952	0	0	0	2,362,952
Capital Obligations					0
Inter-fund Transfer to 304 VMB IV	0				0
Passenger shelters and signs	0				0
Total Capital Obligations	0				0

Ending Cash Balance 12/ 31	2,362,952	0	0	0	2,362,952
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Section 7C

Operating Revenues and Expenditures 2015

(All figures in whole dollars)

	Transit Fund	Working Capital	Capital Fund	Debt Service	Total
Beginning Balance	2,362,952	0	0	0	2,362,952
Revenues					
Sales Tax	857,007				857,007
Fare Box	0				0
Sales Tax Equalization	0				0
Federal Operating Grants	0				0
State Operating Grants	0				0
Contribution to Accounts	0				0
Total Available	3,219,959	0	0	0	3,219,959
Operating Expenses					
Contracted Fixed Route	326,339				326,339
Contracted Para-transit	99,843				99,843
System P & M	0				0
System Expansion	0				0
Total Expenses	426,182				426,182
Net Cash Available	2,793,777	0	0	0	2,793,777
Capital Obligations					
Passenger shelters and signs	0				0
Total Capital Obligations	0				0
Ending Cash Balance 12/31	2,793,777	0	0	0	2,793,777

Section 7D

Operating Revenues and Expenditures 2016

(All figures in whole dollars)

	Transit Fund	Working Capital	Capital Fund	Debt Service	Total
Beginning Balance	2,793,777	0	0	0	2,793,777
Revenues					
Sales Tax	857,007				857,007
Fare Box	0				0
Sales Tax Equalization	0				0
Federal Operating Grants	0				0
State Operating Grants	0				0
Contribution to Accounts	0				0
Total Available	3,650,784	0	0	0	3,650,784
Operating Expenses					
Contracted Fixed Route	326,339				326,339
Contracted Para-transit	99,843				99,843
System P & M	0				0
System Expansion	0				0
Total Expenses	426,182				426,182
Net Cash Available	3,224,602	0	0	0	3,224,602
Capital Obligations					
Passenger shelters and signs	0				0
Total Capital Obligations	0				0
Ending Cash Balance 12/31	3,224,602	0	0	0	3,224,602

Section 7E

Operating Revenues and Expenditures 2017

(All figures in whole dollars)

	Transit Fund	Working Capital	Capital Fund	Debt Service	Total
Beginning Balance	3,224,602	0	0	0	3,224,602
Revenues					
Sales Tax	857,007				857,007
Fare Box	0				0
Sales Tax Equalization	0				0
Federal Operating Grants	0				0
State Operating Grants	0				0
Contribution to Accounts	0				0
Total Available	4,081,609	0	0	0	4,081,609
Operating Expenses					
Contracted Fixed Route	326,339				326,339
Contracted Para-transit	99,843				99,843
System P & M	0				0
System Expansion	0				0
Total Expenses	426,182				426,182
Net Cash Available	3,655,427	0	0	0	3,655,427

Capital Obligations					
Passenger shelters and signs	0				0
Total Capital Obligations	0				0
Ending Cash Balance 12/31	3,655,427	0	0	0	3,655,427

Section 7F

Operating Revenues and Expenditures 2018

(All figures in whole dollars)

	Transit Fund	Working Capital	Capital Fund	Debt Service	Total
Beginning Balance	3,655,427	0	0	0	3,655,427
Revenues					
Sales Tax	857,007				857,007
Fare Box	0				0
Sales Tax Equalization	0				0
Federal Operating Grants	0				0
State Operating Grants	0				0
Contribution to Accounts	0				0
Total Available	4,512,434	0	0	0	4,512,434
Operating Expenses					
Contracted Fixed Route	326,339				326,339
Contracted Para-transit	99,843				99,843
System P & M	0				0
System Expansion	0				0

Total Expenses	426,182				426,182
Net Cash Available	4,086,252	0	0	0	4,086,252
Capital Obligations					
Passenger shelters and signs	0				0
Total Capital Obligations	0				0
Ending Cash Balance 12/31	4,086,252	0	0	0	4,086,252

Section 7G

Operating Revenues and Expenditures 2019

(All figures in whole dollars)

	Transit Fund	Working Capital	Capital Fund	Debt Service	Total
Beginning Balance	4,086,252	0	0	0	4,086,252
Revenues					
Sales Tax	857,007				857,007
Fare Box	0				0
Sales Tax Equalization	0				0
Federal Operating Grants	0				0
State Operating Grants	0				0
Contribution to Accounts	0				0
Total Available	4,943,259	0	0	0	4,943,259
Operating Expenses					
Contracted Fixed Route	326,339				326,339

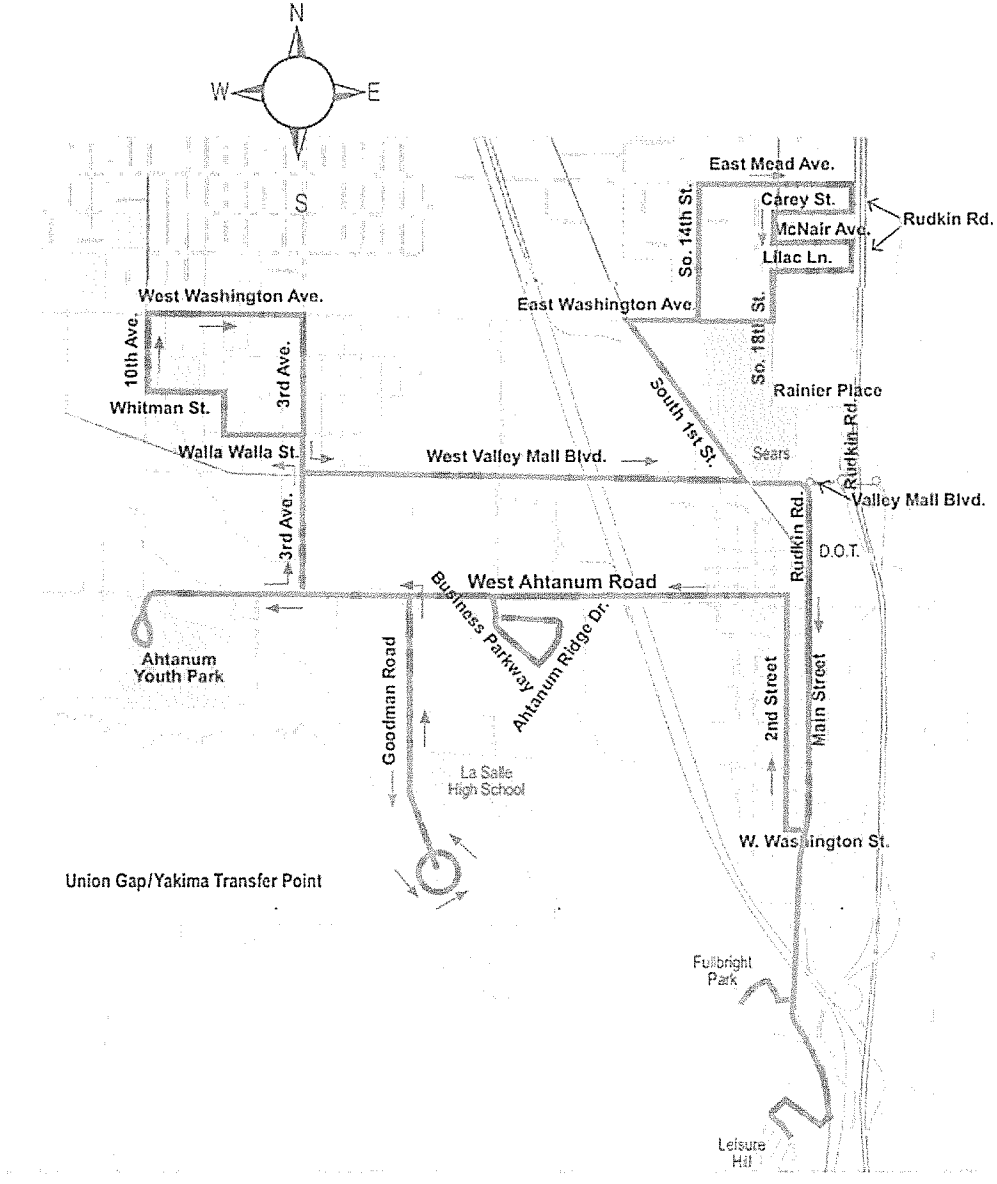
Contracted Para-transit	99,843				99,843
System P & M	0				0
System Expansion	0				0
Total Expenses	426,182				426,182
Net Cash Available	4,517,077	0	0	0	4,517,077
Capital Obligations					
Passenger shelters and signs	0				0
Total Capital Obligations	0				0
Ending Cash Balance 12/31	4,517,077	0	0	0	4,517,077

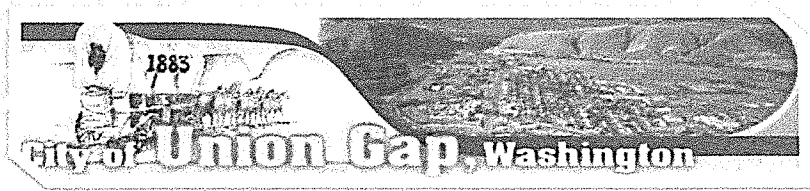
Section 10. List of Equipment

Year	Make	Model	VIN #	Seats	Lift	Vehicle #
2008	Dodge	Caravan	1D8HN44H28B122663	3	YES	13
2012	Dodge	Caravan	2D4CN1AE1AR334613	3	YES	44
2006	Ford	E-350	1FDXE45SX6DB37168	14	YES	101
2008	Ford	E-350	1FD4E45S48DB42792	14	YES	102
2008	Ford	E-350	1FD4E45S18DA78064	14	YES	103

Section 11. Route Map

Union Gap Transit





City Council Communication

Meeting Date: October 13, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – Six Year Transit Development Plan

SYNOPSIS: Justin Bergener, CEO of Medstar, LLC on September 8, 2014 presented to Council, the 2014 Transit Development Plan for preliminary review. A Public Hearing was conducted October 13, 2014 to take comments regarding an amendment of said Six Year Transit Development Plan.

RECOMMENDATION: Approve a Resolution adopting the Six Year Transit Development Plan.

LEGAL REVIEW: City Attorney reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Resolution

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION adopting a Six (6) Year Transit Development Plan.

WHEREAS, the City operates its own transit system within the City of Union Gap;

WHEREAS, as a result, the City is required to prepare a Six (6) Year Transit Development Plan and submit the same to the Washington State Department of Transportation (DOT);

WHEREAS, the City's contractor, Medstar, LLC. has prepared a draft Six Year Transit Development Plan and has received favorable review and comments concerning the draft Plan;

WHEREAS, public notice has been given of a hearing for an amendment of said Six-Year Transit Development Plan, which hearing was set for Monday, October 13, 2014;

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

The Six (6) Year Transit Development Plan prepared by Medstar, LLC on behalf of the City is hereby adopted as the City of Union Gap's Six (6) Year Transit Development Plan.

PASSED this 13th day of October, 2014.

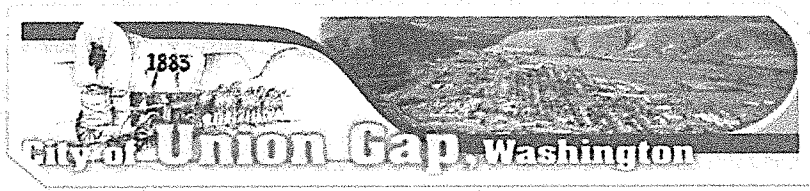
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



City Council Communication

Meeting Date: October 13, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – Amendments to Public Works Trust Fund Loan Contracts

SYNOPSIS: The purpose of this amendment is to formally alter the day and month in which loan repayments are due from July 1 to June 1. The Loan Repayment and Loan End Date are revised to read "June 1 instead of July 1" as the month and day which all loan repayments are to be made. The final payment shall be on or before June 1, of the agreement ending date.

The following PWTF contract numbers are all required to be amended;

PW-00-691-057
PW-01-691-063
PW-04-691-071
PW-05-691-060
PW-06-962-046

RECOMMENDATION: Approve a Resolution Amending the Terms and Conditions formally altering the day and month in which PWTFB loan repayments are due.

LEGAL REVIEW: The City Attorney prepared this resolution

FINANCIAL REVIEW: No financial impacts as a result of this amendment

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Letters Regarding Amendments of Loans (5)

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO.- _____

A **RESOLUTION** authorizing the City Manager to sign Amendments to 5 contract with the Department of Commerce (Public Works Trust Fund) to move payment due dates on the contracts from July 1 to June 1.

WHEREAS, the City of Union Gap's Public Works Department has entered into several contracts with the Department of Commerce (Public Works Trust Fund) and each contract requiring periodic payments provides for a payment due date of July 1;

WHEREAS, the Department of Commerce has requested that the payment due date be changed from July 1 to June 1 on each of the contracts to assist the State in its budgeting process;

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

The City Manager is authorized to Amendments to 5 contract with the Department of Commerce (Public Works Trust Fund) to move payment due dates on the contracts from July 1 to June 1.

PASSED this 13th day of October, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

RECEIVED
SEP 18 2014
CITY OF UNION GAP

September 15, 2014

Contracts Administrator
Union Gap, City of
102 West Ahtanum Road
Union Gap, WA 98901

RE: Public Works Trust Fund
Loan Repayment Date Amendment to Loan Agreement/Contract PW-00-691-057

Dear Sir or Madam,

Enclosed are two copies of the amendment for your Public Works Loan Agreement modifying the annual repayment date from July 1 to June 1. This action is being taken at the direction of the legislature and the Office of Financial Management to better align the billing and budget projections with the state's biennial budget cycle. **Your new repayment date will now be June 1.**

- For 2015, your billing cycle is July 1, 2014 through May 31, 2015 and includes 11 months of principle and interest.
- For 2016 and thereafter, your billing cycle is from June 1 through May 31 and includes 12 months of principle and interest.

All other instructions regarding your loan repayments are the same and billings will be mailed out thirty days earlier as well to meet this new repayment date.

Please sign and return both copies of the amendment to our office no later than November 14, 2014.

Department of Commerce
Attn: Contracts Administration Unit
P. O. Box 42525
Olympia, WA 98504-2525

If you have any questions, concerns or need additional information, please do not hesitate to call me at (360) 725-3022 or email me at mark.barkley@commerce.wa.gov.

Sincerely,

Mark K. Barkley

Mark K. Barkley
Managing Director
Contracts Administration Unit

RECEIVED SEP 18 2014

AMENDMENT FACE SHEET

Loan Number: PW-00-691-057
Amendment Number: Y
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Union Gap, City of 102 West Ahtanum Road Union Gap, WA 98901		2. Contractor Doing Business As (optional) N/A		
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A		
5. Original Contract Amount \$ 717,655.51	6. Amendment Amount N/A	7. New Contract Amount N/A		
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	9. Amendment Start Date October 15 th , 2014	10. Contract End Date June 1, 2020		
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	CFDA Number: N/A		
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.				
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 _____ Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General		

AMENDMENT TERMS AND CONDITIONS

Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

Contractor/Borrower: Union Gap, City of
Contract Number: PW-00-691-057
Amendment Number: Y

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed on the Face Sheet, agree to amend the above listed contract by revising all clauses contained therein that reference (in whole or in part) the annual Loan Repayment month and Loan End Date month.

The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2020, of an amount sufficient to bring the loan balance to zero.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

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RECEIVED

SEP 18 2014

CITY OF UNION GAP

September 15, 2014

Contracts Administrator
Union Gap, City of
102 West Ahtanum Road
Union Gap, WA 98901

RE: Public Works Trust Fund
Loan Repayment Date Amendment to Loan Agreement/Contract PW-01-691-063

Dear Sir or Madam,

Enclosed are two copies of the amendment for your Public Works Loan Agreement modifying the annual repayment date from July 1 to June 1. This action is being taken at the direction of the legislature and the Office of Financial Management to better align the billing and budget projections with the state's biennial budget cycle. **Your new repayment date will now be June 1.**

- For 2015, your billing cycle is July 1, 2014 through May 31, 2015 and includes **11 months** of principle and interest.
- For 2016 and thereafter, your billing cycle is from June 1 through May 31 and includes 12 months of principle and interest.

All other instructions regarding your loan repayments are the same and billings will be mailed out thirty days earlier as well to meet this new repayment date.

Please sign and return both copies of the amendment to our office no later than November 14, 2014.

Department of Commerce
Attn: Contracts Administration Unit
P. O. Box 42525
Olympia, WA 98504-2525

If you have any questions, concerns or need additional information, please do not hesitate to call me at (360) 725-3022 or email me at mark.barkley@commerce.wa.gov.

Sincerely,

Mark K. Barkley

Mark K. Barkley
Managing Director
Contracts Administration Unit

RECEIVED SEP 18 2014

AMENDMENT FACE SHEET

Loan Number: PW-01-691-063
Amendment Number: Y
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Union Gap, City of 102 West Ahtanum Road Union Gap, WA 98901		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$ 557,511.00	6. Amendment Amount N/A	7. New Contract Amount N/A	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date October 15 th , 2014	10. Contract End Date June 1, 2021
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 _____ Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

**Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract**

Contractor/Borrower: Union Gap, City of
Contract Number: PW-01-691-063
Amendment Number: Y

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed on the Face Sheet, agree to amend the above listed contract by revising all clauses contained therein that reference (in whole or in part) the annual Loan Repayment month and Loan End Date month.

The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2021, of an amount sufficient to bring the loan balance to zero.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

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

www.commerce.wa.gov

September 15, 2014

Contracts Administrator
Union Gap, City of
102 West Ahtanum Road
Union Gap, WA 98901

RE: Public Works Trust Fund
Loan Repayment Date Amendment to Loan Agreement/Contract PW-04-691-071

Dear Sir or Madam,

Enclosed are two copies of the amendment for your Public Works Loan Agreement modifying the annual repayment date from July 1 to June 1. This action is being taken at the direction of the legislature and the Office of Financial Management to better align the billing and budget projections with the state's biennial budget cycle. **Your new repayment date will now be June 1.**

- For 2015, your billing cycle is July 1, 2014 through May 31, 2015 and includes **11 months** of principle and interest.
- For 2016 and thereafter, your billing cycle is from June 1 through May 31 and includes 12 months of principle and interest.

All other instructions regarding your loan repayments are the same and billings will be mailed out thirty days earlier as well to meet this new repayment date.

Please sign and return both copies of the amendment to our office no later than November 14, 2014.

Department of Commerce
Attn: Contracts Administration Unit
P. O. Box 42525
Olympia, WA 98504-2525

If you have any questions, concerns or need additional information, please do not hesitate to call me at (360) 725-3022 or email me at mark.barkley@commerce.wa.gov.

Sincerely,

Mark K. Barkley

Mark K. Barkley
Managing Director
Contracts Administration Unit

RECEIVED SEP 18 2014

AMENDMENT FACE SHEET

Loan Number: PW-04-691-071
Amendment Number: Y
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Union Gap, City of 102 West Ahtanum Road Union Gap, WA 98901		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$ 2,301,943.22	6. Amendment Amount N/A	7. New Contract Amount N/A	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date October 15 th , 2014	10. Contract End Date June 1, 2024
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 _____ Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

Contractor/Borrower: Union Gap, City of
Contract Number: PW-04-691-071
Amendment Number: Y

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed on the Face Sheet, agree to amend the above listed contract by revising all clauses contained therein that reference (in whole or in part) the annual Loan Repayment month and Loan End Date month.

The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2024, of an amount sufficient to bring the loan balance to zero.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

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September 15, 2014

Contracts Administrator
Union Gap, City of
102 West Ahtanum Road
Union Gap, WA 98901

RE: Public Works Trust Fund
Loan Repayment Date Amendment to Loan Agreement/Contract PW-05-691-060

Dear Sir or Madam,

Enclosed are two copies of the amendment for your Public Works Loan Agreement modifying the annual repayment date from July 1 to June 1. This action is being taken at the direction of the legislature and the Office of Financial Management to better align the billing and budget projections with the state's biennial budget cycle. **Your new repayment date will now be June 1.**

- For 2015, your billing cycle is July 1, 2014 through May 31, 2015 and includes **11 months** of principle and interest.
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All other instructions regarding your loan repayments are the same and billings will be mailed out thirty days earlier as well to meet this new repayment date.

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Department of Commerce
Attn: Contracts Administration Unit
P. O. Box 42525
Olympia, WA 98504-2525

If you have any questions, concerns or need additional information, please do not hesitate to call me at (360) 725-3022 or email me at mark.barkley@commerce.wa.gov.

Sincerely,

Mark K. Barkley

Mark K. Barkley
Managing Director
Contracts Administration Unit

RECEIVED SEP 18 2014

AMENDMENT FACE SHEET

Loan Number: PW-05-691-060
Amendment Number: Y
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Union Gap, City of 102 West Ahtanum Road Union Gap, WA 98901		2. Contractor Doing Business As (optional) N/A		
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A		
5. Original Contract Amount \$ 676,429.00	6. Amendment Amount N/A	7. New Contract Amount N/A		
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date October 15 th , 2014	10. Contract End Date June 1, 2025	
11. Federal Funds (as applicable): N/A		Federal Agency: N/A		CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.				
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date			FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 _____ Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

**Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract**

Contractor/Borrower: Union Gap, City of
Contract Number: PW-05-691-060
Amendment Number: Y

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed on the Face Sheet, agree to amend the above listed contract by revising all clauses contained therein that reference (in whole or in part) the annual Loan Repayment month and Loan End Date month.

The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2025, of an amount sufficient to bring the loan balance to zero.



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September 15, 2014

Contracts Administrator
Union Gap, City of
102 West Ahtanum Road
Union Gap, WA 98901

RE: Public Works Trust Fund
Loan Repayment Date Amendment to Loan Agreement/Contract PW-06-962-046

Dear Sir or Madam,

Enclosed are two copies of the amendment for your Public Works Loan Agreement modifying the annual repayment date from July 1 to June 1. This action is being taken at the direction of the legislature and the Office of Financial Management to better align the billing and budget projections with the state's biennial budget cycle. **Your new repayment date will now be June 1.**

- For 2015, your billing cycle is July 1, 2014 through May 31, 2015 and includes **11 months** of principle and interest.
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Please sign and return both copies of the amendment to our office no later than November 14, 2014.

Department of Commerce
Attn: Contracts Administration Unit
P. O. Box 42525
Olympia, WA 98504-2525

If you have any questions, concerns or need additional information, please do not hesitate to call me at (360) 725-3022 or email me at mark.barkley@commerce.wa.gov.

Sincerely,

Mark K. Barkley

Mark K. Barkley
Managing Director
Contracts Administration Unit

RECEIVED SEP 18 2014

AMENDMENT FACE SHEET

Loan Number: PW-06-962-046
Amendment Number: Y
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Union Gap, City of 102 West Ahtanum Road Union Gap, WA 98901		2. Contractor Doing Business As (optional) N/A		
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A		
5. Original Contract Amount \$ 838,513.55	6. Amendment Amount N/A	7. New Contract Amount N/A		
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date October 15 th , 2014	10. Contract End Date June 1, 2026	
11. Federal Funds (as applicable): N/A		Federal Agency: N/A		CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.				
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date			FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 _____ Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

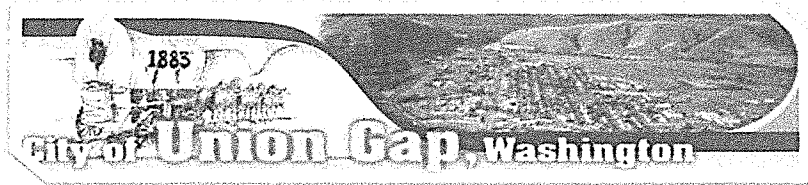
AMENDMENT TERMS AND CONDITIONS

**Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract**

Contractor/Borrower: Union Gap, City of
Contract Number: PW-06-962-046
Amendment Number: Y

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed on the Face Sheet, agree to amend the above listed contract by revising all clauses contained therein that reference (in whole or in part) the annual Loan Repayment month and Loan End Date month.

The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2026, of an amount sufficient to bring the loan balance to zero.



City Council Communication

Meeting Date: October 13, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – Pioneer Graveyard Interpretive Site Project - Asbestos Abatement

SYNOPSIS: The City purchased land, and a building located at 117 E. Ahtanum Road to facilitate the needs for a public cemetery parking and turnaround area. Prior to demolition of the existing building, testing for asbestos containing materials was required.

Lab Analysis identified asbestos at or above more than 1% in sheet rock and vinyl flooring; the cost to abate the asbestos prior to demolition is \$ 12,600.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to enter into an agreement with Tri-Valley Construction in the amount of \$ 12,600.00 plus tax for the abatement of asbestos of 117 E. Ahtanum Road.

LEGAL REVIEW: The City Attorney prepared the Resolution.

FINANCIAL REVIEW: Funded out of the Parks Development Reserve Fund (106) which has a balance of \$43,650.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Abatement Price Quote
3. Asbestos Inspection Lab Analysis
4. Point Count Analysis

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** accepting Tri-Valley Construction, Inc.'s (Tri-Valley's) proposal and authorizing the City Manager to sign a contract substantially in conformance with the proposal for asbestos abatement of the City owned structure located at 117 East Ahtanum Road.

WHEREAS, the City is in need of asbestos abatement at the structure located at 117 E. Ahtanum Road, the Pioneer Graveyard location;

WHEREAS, the City issued a request for an asbestos analysis in advance of building demolition;

WHEREAS, Lab Analysis identified asbestos at or above more than 1% in sheet rock and vinyl flooring requiring asbestos abatement prior to demolition;

WHEREAS, it is the City's desire to select a contractor from the small works roster and accept Tri-Valley's proposal and to contract with Tri-Valley to conduct the asbestos abatement;

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

Tri-Valley Construction, Inc.'s proposal is accepted and the City Manager is authorized to enter into a contract in conformance with the proposal for asbestos abatement services for the structure located at 117 East Ahtanum Road, Union Gap.

PASSED this 13th day of October, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

TRI-VALLEY

Construction, Inc.

Contractor's License #TRIVAC025K9

1008 N. 1st Street • Yakima, WA 98901 • (509) 452-4098 • Fax (509) 248-9800

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SEP 22 2014

CITY OF UNION GAP

September 19, 2014

Mr. Dennis Henne
City of Union Gap
102 W. Ahtanum
Union Gap, WA 98903

Attn: Mr. Henne

Tri-Valley Construction, Inc. submits the following price quote for asbestos abatement at
117 E. Ahtanum Rd, in Union Gap, WA:

SCOPE OF WORK

Remove and dispose of the following asbestos containing materials:

Approximately 406 SF of VAT and Mastic

Approximately 5,989 SF of Drywall from Throughout

TOTAL

\$12,600.00

Price quote valid for 60 days. If Intent/Affidavit are required, additional fees will apply.
These prices do not include any WA state sales tax.

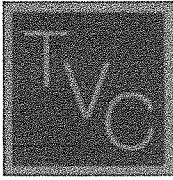
The Department of Labor and Industries and The Yakima Regional Clean Air Authority
both require a 10 day advance notification of asbestos abatement work. We will file
these forms for you if you decide to proceed with the work.

Thank you for the opportunity to quote you a price on this project. We look forward to
doing business with you soon.

Sincerely,

Jodee Huylar
Vice President

If a containment is required for this scope of work, Tri-Valley Construction, Inc. will not be responsible for
filling staple holes left from containment installation.



TRI-VALLEY

Construction, Inc.

Contractor's License #TRIVAC1055KP

RECEIVED

SEP 24 2014

1008 N. 1st Street • Yakima, WA 98901 • (509) 452-4098 • Fax (509) 248-9800 CITY OF UNION GAP

September 19, 2014

City of Union Gap
102 W. Ahtanum Rd.
Union Gap, WA 98903

Attn: Dennis Henne

On September 12, 2014, Jerry Conduff, a Washington State Certified AHERA Building Inspector, did an asbestos inspection of the **building at 117 E. Ahtanum Rd. in Union Gap, WA:**

The materials sampled were:

Sample #RC-01	Roofing from the Flat Roof
Sample #RC-02	Roofing from the Warehouse
Sample #RC-03	Drywall from Throughout
Sample #RC-04	VAT from Bathroom #2
Sample #RC-05	VAT from the Warehouse
Sample #RC-06	VAT from the Warehouse
Sample #RC-07	VAT from Office #1, #2 & #5 and Hall #1 & #2
Sample #RC-08	VAT from Office #3 & #4
Sample #RC-09	VAT from Bathroom #1 and Office #4
Sample #RC-10	Ceiling Tiles from All Rooms except Warehouse
Sample #RC-11	Attic Insulation from Throughout
Sample #RC-12	Window Putty from the Windows

The samples were sent to NVL lab in Seattle for analysis. **Sample ID #RC-03, #RC-04, #RC-05, #RC-06, #RC-08 and #RC-09 came back with asbestos detected.** All other samples came back with no asbestos detected. All materials containing more than 1% asbestos must be abated prior to demolition or renovation.

There were no other materials to be sampled from this building without using destructive measures. Additional sampling will be required if building is used for Fire Department or other official training.

If you have any questions regarding these findings, please contact me.

Sincerely,

Greg Huylar
President

RECEIVED SEP 24 2014

NVL Laboratories, Inc.

4708 Aurora Ave. N., Seattle, WA 98103
Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com



For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: Tri Valley Construction
Address: 1008 North 1st St.
Yakima, WA 98901

Batch #: 1416266.00
Client Project #: 9-12-14
Date Received: 9/15/2014
Samples Received: 12
Samples Analyzed: 12
Method: EPA/600/R-93/116
& EPA/600/M4-82-020

Attention: Mr. Greg Huyler

Project Location: City of Union Gap 117 E Ahtanum Rd.

Lab ID: 14120760 Client Sample #: RC-01

Location: City of Union Gap 117 E Ahtanum Rd.

Layer 1 of 2	Description: Black tar	Non-Fibrous Materials:	Other Fibrous Materials:%	Asbestos Type: %
		Asphalt/Binder	None Detected ND	None Detected ND
Layer 2 of 2	Description: Layered black asphaltic fibrous material	Non-Fibrous Materials:	Other Fibrous Materials:%	Asbestos Type: %
		Asphalt/Binder	Glass fibers 55%	None Detected ND

Lab ID: 14120761 Client Sample #: RC-02

Location: City of Union Gap 117 E Ahtanum Rd.

Layer 1 of 2	Description: Black asphaltic material	Non-Fibrous Materials:	Other Fibrous Materials:%	Asbestos Type: %
		Asphalt/Binder	None Detected ND	None Detected ND
Layer 2 of 2	Description: Black asphaltic fibrous material with granules	Non-Fibrous Materials:	Other Fibrous Materials:%	Asbestos Type: %
		Asphalt/Binder, Granules	Glass fibers 45%	None Detected ND

Lab ID: 14120762 Client Sample #: RC-03

Location: City of Union Gap 117 E Ahtanum Rd.

Layer 1 of 2	Description: Off-white compacted powdery material with paint	Non-Fibrous Materials:	Other Fibrous Materials:%	Asbestos Type: %
		Calcareous particles, Binder/Filler, Paint	None Detected ND	Chrysotile 2%
Layer 2 of 2	Description: White chalky material with paper	Non-Fibrous Materials:	Other Fibrous Materials:%	Asbestos Type: %
		Fine particles, Gypsum/Binder	Cellulose 18%	None Detected ND

Sampled by: Client

Analyzed by: Nadezhda Prysyzhnyuk

Date: 09/16/2014

DRAFT

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government.

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: Tri Valley Construction
 Address: 1008 North 1st St.
 Yakima, WA 98901

Batch #: 1416266.00
 Client Project #: 9-12-14
 Date Received: 9/15/2014
 Samples Received: 12
 Samples Analyzed: 12
 Method: EPA/600/R-93/116
 & EPA/600/M4-82-020

Attention: Mr. Greg Huyler
 Project Location: City of Union Gap 117 E Ahtanum Rd.

Lab ID: 14120763 Client Sample #: RC-04

Location: City of Union Gap 117 E Ahtanum Rd.

Layer 1 of 2	Description: Light brown tile	Non-Fibrous Materials: Vinyl/Binder, Calcareous particles	Other Fibrous Materials:% None Detected ND	Asbestos Type: % Chrysotile 4%
Layer 2 of 2	Description: Black asphaltic mastic	Non-Fibrous Materials: Asphalt/Binder, Mastic/Binder	Other Fibrous Materials:% None Detected ND	Asbestos Type: % Chrysotile 5%

Lab ID: 14120764 Client Sample #: RC-05

Location: City of Union Gap 117 E Ahtanum Rd.

Layer 1 of 2	Description: Dark brown tile	Non-Fibrous Materials: Vinyl/Binder, Calcareous particles	Other Fibrous Materials:% None Detected ND	Asbestos Type: % Chrysotile 4%
Layer 2 of 2	Description: Black asphaltic mastic with yellow mastic	Non-Fibrous Materials: Asphalt/Binder, Mastic/Binder	Other Fibrous Materials:% Cellulose 3%	Asbestos Type: % None Detected ND

Lab ID: 14120765 Client Sample #: RC-06

Location: City of Union Gap 117 E Ahtanum Rd.

Layer 1 of 2	Description: Gray tile	Non-Fibrous Materials: Vinyl/Binder, Calcareous particles	Other Fibrous Materials:% None Detected ND	Asbestos Type: % Chrysotile 3%
Layer 2 of 2	Description: Black asphaltic mastic with yellow mastic and trace paint	Non-Fibrous Materials: Asphalt/Binder, Mastic/Binder, Paint	Other Fibrous Materials:% Cellulose 1%	Asbestos Type: % None Detected ND

Sampled by: Client

Analyzed by: Nadezhda Prisyazhnyuk

Date: 09/16/2014

DRAFT

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government.

NVL Laboratories, Inc.4708 Aurora Ave. N., Seattle, WA 98103
Tel: 206.547.0100, Fax: 206.634.1936
www.nvllabs.com

For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: Tri Valley Construction
Address: 1008 North 1st St.
Yakima, WA 98901**Batch #: 1416266.00**Client Project #: 9-12-14
Date Received: 9/15/2014
Samples Received: 12
Samples Analyzed: 12
Method: EPA/600/R-93/116
& EPA/600/M4-82-020**Attention: Mr. Greg Huyler**

Project Location: City of Union Gap 117 E Ahtanum Rd.

Lab ID: 14120766 Client Sample #: RC-07

Location: City of Union Gap 117 E Ahtanum Rd.

Layer 1 of 2	Description: Light gray tile			
	Non-Fibrous Materials:	Other Fibrous Materials:%	Asbestos Type: %	
	Vinyl/Binder, Calcareous particles	None Detected ND	None Detected ND	
Layer 2 of 2	Description: Black soft mastic with wood flakes			
	Non-Fibrous Materials:	Other Fibrous Materials:%	Asbestos Type: %	
	Mastic/Binder, Wood flakes	Cellulose 2%	None Detected ND	

Lab ID: 14120767 Client Sample #: RC-08

Location: City of Union Gap 117 E Ahtanum Rd.

Layer 1 of 2	Description: Tan with red specks tile			
	Non-Fibrous Materials:	Other Fibrous Materials:%	Asbestos Type: %	
	Vinyl/Binder, Calcareous particles	None Detected ND	Chrysotile 5%	
Layer 2 of 2	Description: Black asphaltic mastic			
	Non-Fibrous Materials:	Other Fibrous Materials:%	Asbestos Type: %	
	Asphalt/Binder, Mastic/Binder	None Detected ND	Chrysotile 4%	

Lab ID: 14120768 Client Sample #: RC-09

Location: City of Union Gap 117 E Ahtanum Rd.

Layer 1 of 2	Description: Dark gray tile			
	Non-Fibrous Materials:	Other Fibrous Materials:%	Asbestos Type: %	
	Vinyl/Binder, Calcareous particles	None Detected ND	Chrysotile 3%	
Layer 2 of 2	Description: Black asphaltic mastic			
	Non-Fibrous Materials:	Other Fibrous Materials:%	Asbestos Type: %	
	Asphalt/Binder, Mastic/Binder	None Detected ND	Chrysotile 5%	

Sampled by: Client**Analyzed by:** Nadezhda Prysazhnyuk**Date:** 09/16/2014**DRAFT**

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government.

NVL Laboratories, Inc.

4708 Aurora Ave. N., Seattle, WA 98103
 Tel: 206.547.0100, Fax: 206.634.1936
 www.nvllabs.com

For the scope of accreditation under NVLAP Lab Code 102063-0

Bulk Asbestos Fibers Analysis

By Polarized Light Microscopy

Client: Tri Valley Construction
 Address: 1008 North 1st St.
 Yakima, WA 98901

Batch #: 1416266.00

Client Project #: 9-12-14
 Date Received: 9/15/2014
 Samples Received: 12
 Samples Analyzed: 12
 Method: EPA/600/R-93/116
 & EPA/600/M4-82-020

Attention: Mr. Greg Huyler

Project Location: City of Union Gap 117 E Ahtanum Rd.

Lab ID: 14120769 Client Sample #: RC-10

Location: City of Union Gap 117 E Ahtanum Rd.

Layer 1 of 1 **Description:** Tan compressed fibrous material with paint

Non-Fibrous Materials:	Other Fibrous Materials: %	Asbestos Type: %
Fine particles, Adhesive/Binder, Paint	Cellulose 96%	None Detected ND

Lab ID: 14120770 Client Sample #: RC-11

Location: City of Union Gap 117 E Ahtanum Rd.

Layer 1 of 1 **Description:** Black fibrous material

Non-Fibrous Materials:	Other Fibrous Materials: %	Asbestos Type: %
Fine particles, Glass beads	Glass fibers 87%	None Detected ND

Lab ID: 14120771 Client Sample #: RC-12

Location: City of Union Gap 117 E Ahtanum Rd.

Layer 1 of 1 **Description:** Light gray putty material

Non-Fibrous Materials:	Other Fibrous Materials: %	Asbestos Type: %
Calcareous particles, Binder/Filler	None Detected ND	None Detected ND

Sampled by: Client

Analyzed by: Nadezhda Prysyzhnyuk

Date: 09/16/2014

DRAFT

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using both EPA 600/R-93/116 and 600/M4-82-020 Methods with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government.

1:00PM NVLLAB AUR
Laboratories, Inc.
 Aurora Ave N, Seattle, WA 98103
 206.477.0100 Emerg. Cell: 206.914.4846
 206.634.1936 1.888.NVLLABS (685.5227)

**CHAIN of CUSTODY
 SAMPLE LOG**

**NVL Batch ID
 1416266**

Client Tri Valley Construction
 Street 1008 North 1st St
Yakima, WA 98901
 Project Manager Mr. Greg Huyler
 Project Location CITY OF UNION GAP
117 E. ALTAIRUM RD.

NVL Batch Number _____
 Client Job Number 9-12-14
 Total Samples 12
 Turn Around Time 1-Hr 8-Hrs 2 Days 5 Days
 2-Hrs 12-Hrs 3 Days 6-10 Day
 4-Hrs 24-Hrs 4 Days
 Please call for TAT less than 24 Hrs
 Email address rhuyler@aol.com

Phone: (509) 452-4098 Fax: (509) 248-9800 Cell: (509) 949-5611

<input type="checkbox"/> Asbestos Air	<input type="checkbox"/> PCM (NIOSH 7400)	<input type="checkbox"/> TEM (NIOSH 7402)	<input type="checkbox"/> TEM (AHERA)	<input type="checkbox"/> TEM (EPA Level II)	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Asbestos Bulk	<input checked="" type="checkbox"/> PLM (EPA/600/R-93/116)	<input type="checkbox"/> PLM (EPA Point Count)	<input type="checkbox"/> PLM (EPA Gravimetry)	<input type="checkbox"/> TEM BULK	
<input type="checkbox"/> Mold/Fungus	<input type="checkbox"/> Mold Air	<input type="checkbox"/> Mold Bulk	<input type="checkbox"/> Rotometer Calibration		
METALS	Det. Limit	Matrix	RCRA Metals	<input type="checkbox"/> All 8	Other Metals
<input type="checkbox"/> Total Metals	<input type="checkbox"/> FAA (ppm)	<input type="checkbox"/> Air Filter	<input type="checkbox"/> Arsenic (As)	<input type="checkbox"/> Chromium (Cr)	<input type="checkbox"/> All 3
<input type="checkbox"/> TCLP	<input type="checkbox"/> ICP (ppm)	<input type="checkbox"/> Drinking water	<input type="checkbox"/> Barium (Ba)	<input type="checkbox"/> Lead (Pb)	<input type="checkbox"/> Copper (Cu)
<input type="checkbox"/> Cr 6	<input type="checkbox"/> GFAA (pp)	<input type="checkbox"/> Dust/wipe (Area)	<input type="checkbox"/> Cadmium (Cd)	<input type="checkbox"/> Mercury (Hg)	<input type="checkbox"/> Nickel (Ni)
<input type="checkbox"/> Other Types of Analysis	<input type="checkbox"/> Fiberglass	<input type="checkbox"/> Silica	<input type="checkbox"/> Nuisance Dust	<input type="checkbox"/> Respirable Dust	<input type="checkbox"/> Other (Specify) _____

Condition of Package: Good Damaged (no spillage) Severe damage (spillage)

Seq. #	Lab ID	Client Sample Number	Comments (e.g Sample area, Sample Volume, etc)	A/R
1		PC-01		
2		PC-02		
3		PC-03		
4		PC-04		
5		PC-05		
6		PC-06		
7		PC-07		
8		PC-08		
9		PC-09		
10		PC-10		
11		PC-11		
12		PC-12		
13				
14				
15				

	Print Below	Sign Below	Company	Date	Time
Sampled by	<i>[Signature]</i>				
Relinquished by	<i>[Signature]</i>	<i>[Signature]</i>	TRI-VALLEY	9-12-14	
Received by	<i>[Signature]</i>		NV	9/15/14	1000 F2244
Analyzed by					
Results Called by					
Results Faxed by					

Special instructions; Unless requested in writing, all samples will be disposed of two (2) weeks after analysis.

ENNIS HENNE
728-1917

9-12-14

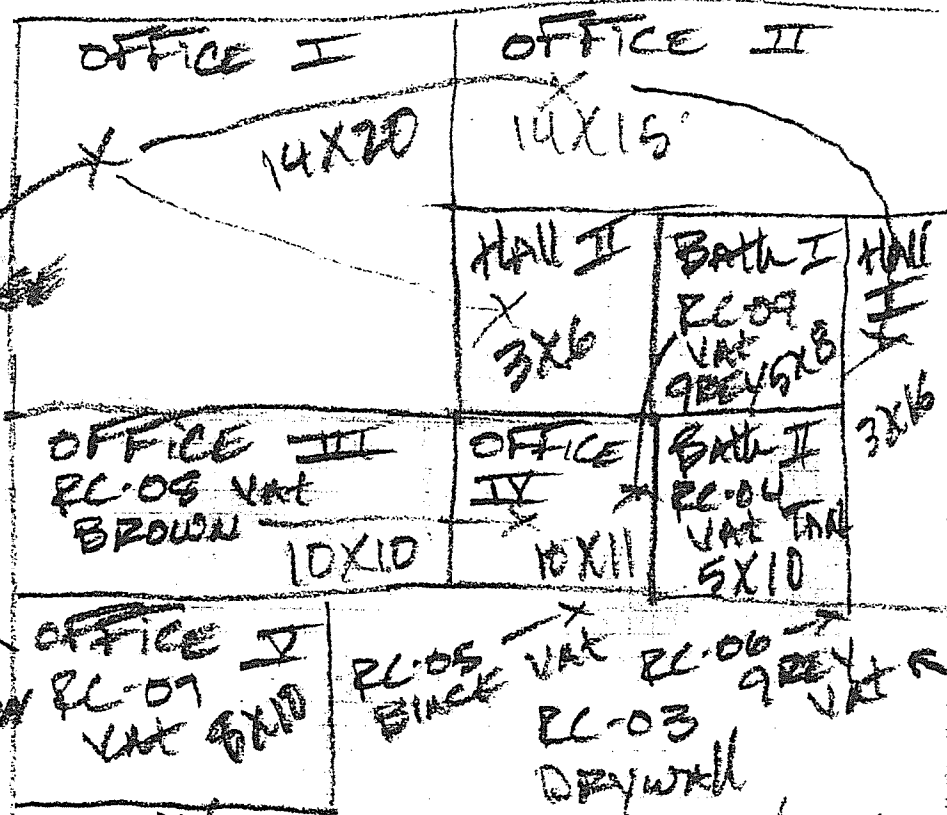
CITY OF UNION GAP

→ N

117 E ANTIUM RD
UNION GAP, WA.

RC-01 BLACK
OFFICE ROOF
FLAT AREA
RC-02 RED
WAREHOUSE
ROOF

RC-10
ceiling
TILES IN
ALL RNS
BUT
WAREHOUSE



STORAGE
11x70

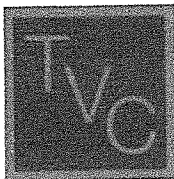
RC-11
Attic
INSULATION

RC-05 +
RC-06
APPROX 40%
VAT

RC-12
Window
Patio

29x49 THROUGHBOAT
WAREHOUSE

DEMO TWO TREES



TRI-VALLEY

Construction, Inc.

Contractor's License #TRIVAC1055KP

RECEIVED

SEP 24 2014

1008 N. 1st Street • Yakima, WA 98901 • (509) 452-4098 • Fax (509) 248-9800
CITY OF UNION GAP

September 19, 2014

City of Union Gap
102 W. Ahtanum Rd.
Union Gap, WA 98903

Attn: Dennis Henne

On September 17, 2014, a Point Count Analysis was done on previous Sample #RC-03,
from 117 E. Ahtanum Rd. in Union Gap, WA:

Sample #RC-03 – Point Count Analysis Came back containing 1.3% Asbestos.

The sample was retained by NVL Lab in Seattle for point count analysis. All materials containing more than 1% asbestos must be abated prior to demolition or renovation.

There were no other materials to be sampled from this building without using destructive measures.

Additional sampling may be required if building is used for Fire Department or other official training.

If you have any questions regarding these findings, please contact me.

Sincerely,

Greg Huylar
President

RECEIVED SEP 24 2014

Client: Tri Valley Construction

Address: 1008 North 1st St.
 Yakima, WA 98901

Attention: Mr. Greg Huyler

Project Location: City of Union Gap 117 E Ahtanum Rd.

Batch #: 1416416.00

Client Project #: 9-12-14
 Date Received: 9/17/2014

Samples Received: 1

Samples Analyzed: 1

Method: EPA/600R-93/116

Lab ID : 14121563 Client Sample #: RC-03 LAYER 1 OF 2

Sample Description: Off-white compacted powdery material with paint, Layer 1 of 2

This sample was initially analyzed for Asbestos content using Polarized Light Microscopy (PLM).

Introduction: Asbestos fibers were observed and quantity was determined using calibrated visual area estimation. Asbestos content was originally found to be 2 % in Layer 1. Corresponding Lab ID was 14120762

Prep Slide #	Asbestos Point	Non Asbestos Point	Total Points Counted
1	1	49	50
2	1	49	50
3	1	49	50
4	1	49	50
5	0	50	50
6	1	49	50
7	0	50	50
8	0	50	50
Total	5	395	400

Conclusion: This Sample Contains 1.3% ASBESTOS

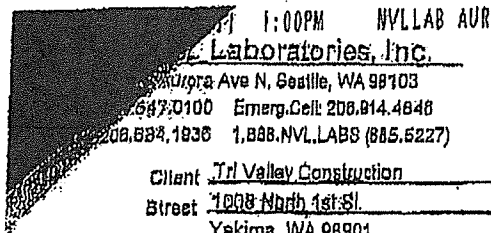
Sampled by: Client

Analyzed by: Nadezhda Prisyazhnyuk

Date: 09/18/2014

DRAFT

Note: If samples are not homogeneous, then subsamples of the components were analyzed separately. All bulk samples are analyzed using EPA 600/R-93/116 Method with the following measurement uncertainties for the reported % Asbestos (1%=0-3%, 5%=1-9%, 10%=5-15%, 20%=10-30%, 50%=40-60%). This report relates only to the items tested. If sample was not collected by NVL personnel, then the accuracy of the results is limited by the methodology and acuity of the sample collector. This report shall not be reproduced except in full, without written approval of NVL Laboratories, Inc. It shall not be used to claim product endorsement by NVLAP or any other agency of the US Government.



CHAIN of CUSTODY SAMPLE LOG

NO. 8802 P. 3

NVL Batch ID 1416416

Client Tri Valley Construction
 Street 1008 North 1st St
Yakima, WA 98901

Project Manager Mr. Greg Huyler
 Project Location City of Union Gap
117 E. Alhambra Rd.

NVL Batch Number _____
 Client Job Number 9-12-14
 Total Samples 12

Turn Around Time
 1-Hr 8-Hrs 2 Days 5 Days
 2-Hrs 12-Hrs 3 Days 6-10 Day
 4-Hrs 24-Hrs 4 Days

Please call for TAT less than 24 Hrs
 Email address thuyler@aol.com

Phone: (509) 462-4098 Fax: (509) 248-9800

Call: (509) 948-5611

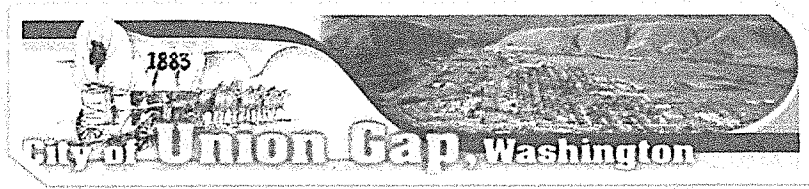
<input type="checkbox"/> Asbestos Air	<input type="checkbox"/> PCM (NIOSH 7400)	<input type="checkbox"/> TEM (NIOSH 7402)	<input type="checkbox"/> TEM (AHERA)	<input type="checkbox"/> TEM (EPA Level II)	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Asbestos Bulk	<input checked="" type="checkbox"/> PLM (EPA/600/8-83/116)	<input type="checkbox"/> PCM (EPA Point Count)	<input type="checkbox"/> PLM (EPA Gravimetric)	<input type="checkbox"/> TEM BULK	
<input type="checkbox"/> Mold/Fungus	<input type="checkbox"/> Mold Air	<input type="checkbox"/> Mold Bulk	<input type="checkbox"/> Rotometer Calibration		
METALS	Det. Limit	Matrix	RCRA Metals	<input type="checkbox"/> All 8	Other Metals
<input type="checkbox"/> Total Metals	<input type="checkbox"/> FAA (ppm)	<input type="checkbox"/> Air Filter	<input type="checkbox"/> Arsenic (As)	<input type="checkbox"/> Chromium (Cr)	<input type="checkbox"/> All 3
<input type="checkbox"/> TCLP	<input type="checkbox"/> ICP (ppm)	<input type="checkbox"/> Drinking water	<input type="checkbox"/> Barium (Ba)	<input type="checkbox"/> Lead (Pb)	<input type="checkbox"/> Copper (Cu)
<input type="checkbox"/> Cr 6	<input type="checkbox"/> GFAA (ppb)	<input type="checkbox"/> Dust/Wipe (Area)	<input type="checkbox"/> Cadmium (Cd)	<input type="checkbox"/> Mercury (Hg)	<input type="checkbox"/> Nickel (Ni)
<input type="checkbox"/> Other Types of Analysis	<input type="checkbox"/> Fiberglass	<input type="checkbox"/> Silica	<input type="checkbox"/> Nuisance Dust	<input type="checkbox"/> Respirable Dust	<input type="checkbox"/> Other (Specify)

Condition of Packages: Good Damaged (no spillage) Severe damage (spillage)

Seq. #	Lab ID	Client Sample Number	Comments (e.g. Sample size, Sample Volume, etc.)	AIR
1		PC-01		
2		PC-02		
3		PC-03	PLEASE PRINT COUNT LAYER 1	
4		PC-04	OF 2, SAMPLE PC-03 WITH A	
5		PC-05	2 DAY TURN AROUND TIME.	
6		PC-06		
7		PC-07	9:00 AM 9-17-14	
8		PC-08		
9		PC-09	JERRY CONDIT P	
10		PC-10		
11		PC-11	TRI-VALLEY CONSTRUCT	
12		PC-12		
13				
14				
15				

	Print Below	Sign Below	Company	Date	Time
Sampled by	<i>[Signature]</i>	<i>[Signature]</i>			
Relinquished by	<i>[Signature]</i>	<i>[Signature]</i>	TRI-Valley	9/12/14	
Received by	<i>[Signature]</i>	<i>[Signature]</i>	NV	9/15/14	1000 F22F4
Analyzed by					
Results Called by					
Results Faxed by					

Special Instructions: Unless requested in writing, all samples will be disposed of two (2) weeks after analysis.



City Council Communication

Meeting Date: October 13, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – Pioneer Graveyard Interpretive Site Project - Building Demolition

SYNOPSIS: The City purchased 117 E. Ahtanum Road to facilitate the future needs of the City for public cemetery parking and turnaround. Building demolition is necessary after asbestos abatement has been completed.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to enter into an agreement with Russell Crane Service, Inc. in the amount of \$ 10,000.00 plus tax for the demolition of the building at 117 E. Ahtanum Road.

LEGAL REVIEW: The City Attorney Prepared the Resolution.

FINANCIAL REVIEW: Funding is as follows:

- \$5,000 from Lodging Tax budget;
- Remaining \$5,000 plus tax from the Parks Development Reserve Fund (106) which has a balance of \$43,650.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Russell Crane Service, Inc.; Demolition Price Quote

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** accepting Russell Crane Service's, Inc.'s proposal and authorizing the City Manager to sign a contract for demolition of the City owned structure located at 117 East Ahtanum Road.

WHEREAS, the City is in need of demolition at the structure located at 117 East Ahtanum Road;

WHEREAS, it is the City's desire to select a contractor from the small works roster and accept Russell Crane Service's, Inc.'s proposal and to contract with Russell Crane Service's, Inc.'s to conduct the demolition;

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

Russell Crane Service's, Inc.'s proposal is accepted and the City Manager is authorized to enter into a contract in the proposal for demolition services for the structure located at 117 East Ahtanum Road, Union Gap.

PASSED this 13th day of October, 2014.

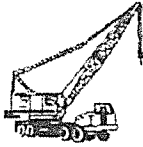
Roger Wentz, Mayor

ATTEST:

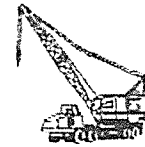
APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



Russell Crane Service, Inc.



CITY OF UNION GAP

1008 N. 1st St.
Yakima, WA 98901

Contractor's Lic. No.
RUSSEI*21204

(509) 457-6341
Fax (509) 248-9800

September 16, 2014

Mr. Dennis Henne
City of Union Gap
102 W. Ahtanum
Union Gap, WA. 98903

Attn: Mr. Henne

Russell Crane Service, Inc. submits the following price quote for **demolition of the building at 117 E. Ahtanum Rd., Union Gap, WA.:**

SCOPE OF WORK

**Owner Responsible for Utility Disconnects and Obtaining Demolition Permit
Russell Crane Service, Inc. will obtain Clean Air Permit**

Complete demolition and disposal of building. Includes footings and foundations.
Remove and dispose (2) small trees

TOTAL \$11,350.00

Exclusions: WA State Sales Tax, Performance/Payment Bonds, Demolition Permit, Utility Disconnects, any Select Demolition, Hazardous Material Removal. Removal of any Buried Debris.

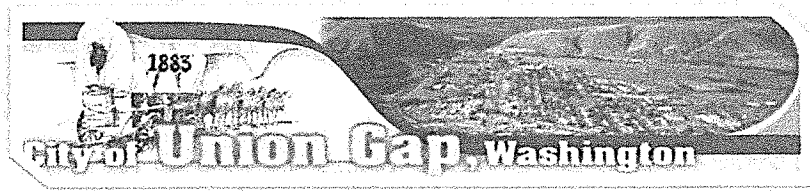
All utility disconnects will be the owner's responsibility.
All buildings must be inspected for asbestos prior to demolition. We can perform this service for you for a fee.

The Yakima Regional Clean Air Authority requires a 10 day advance notification of demolition work. We will file this form for you if you decide to proceed with the work.

Thank you for the opportunity to quote you a price on this project. We look forward to doing business with you soon.

Sincerely,

Greg Huylar
V.P.



City Council Communication

Meeting Date: October 13, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution - Project Completion Amendment – Fullbright Reservoir and Transmission Main Intertie

SYNOPSIS: The purpose of this amendment is to correct the loan repayment date listed on Amendment X face sheet on Drinking Water State Revolving Fund Loan Agreement / Contract Number DM11-952-037.

Project Completion Amendment X to DWSRF Loan DM11-952-037 had an Amendment End Date of October 1, 2035

Project Completion Amendment Y to DWSRF Loan DM11-952-037 Amends End Date of October 1, 2033

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to sign an Amendment to a Drinking Water State Revolving Fund Loan with the Washington State Department of Commerce.

LEGAL REVIEW: The City Attorney prepared this resolution

FINANCIAL REVIEW: No Financial impacts as a result of this amendment

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Letter from DWSRF
3. Amendment Y to DWSRF Loan DM11-952-037

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign an Amendment to a Drinking Water State Revolving Fund Loan with the Washington State Department of Commerce.

WHEREAS, the City currently has a Washington State Department of Commerce Drinking Water State Revolving Fund Loan number DM11-952-037 – Fullbright Reservoir and Transmission Intertie;

WHEREAS, the parties wish to amend the loan to incorporate a new total amount for the loan from \$749,117.00 to \$608,391.69 and to incorporate a new end date for the loan;

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

The City Manager is authorized to sign an Amendment to a Drinking Water State Revolving Fund Loan with the Washington State Department of Commerce.

PASSED this 13th day of October, 2104.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

October 8, 2014

Dennis Henne
City Of Union Gap
PO Box 3008
Union Gap, WA 98903

**RE: Project Completion Amendment and Final Voucher for
Drinking Water State Revolving Fund (DWSRF) Loan Number DM11-952-037
Project Name: Fulbright Reservoir and Transmission Main Intertie**

Dear Mr. Henne:

Enclosed are two originals of the Amendment Y that corrects the loan repayment end date DWSRF Loan DM11-952-037.

Please have both originals of the amendment signed and dated by the appropriate authorities, and return them to the Contracts Administration Unit within 30 days of the date of this letter.

After the amendments are signed by the Board or its designee, and an original executed amendment will be returned to you for your files.

If you have any questions or need additional information, please do not hesitate to call me at (360) 725-3086 or email me at missy.lipparelli@commerce.wa.gov.

Sincerely,

Missy Lipparelli
Contracts Administration Unit
Project Manager

Enclosures

AMENDMENT FACE SHEET

Loan Number: DM11-952-037
Washington State Department of Commerce
PUBLIC WORKS BOARD
DRINKING WATER STATE REVOLVING FUND
AMENDMENT Y

1. Contractor City of Union Gap PO Box 3008 Union Gap, WA 98903		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$749,117.00	6. DeObligation \$140,797.31	7. Final Contract Amount \$608,319.69	
8. Amendment Funding Source Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date Amendment Execution Date	10. Amendment End Date October 1, 2033
11. Federal Funds (as applicable): N/A	Federal Agency: EPA	CFDA Number: 66.468	
12. Amendment Purpose: The purpose of this amendment is to correct the loan end date for the Drinking Water State Revolving Fund Loan Number DM11-952-037. The Board, defined as the Washington State Public Works Board and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Agreement/Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions, including Attachment I: Certified Project Completion Report. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Agreement/Contract to the "Agreement" or the "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 13th Day of July, 2011 Rob McKenna Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD DRINKING WATER STATE REVOLVING FUND

The purpose of this amendment is to correct the loan repayment date listed on Amendment X face sheet on Drinking Water State Revolving Fund Loan Agreement/Contract Number DM11-952-037.

The Public Works Board, (or its successor) a department of the state of Washington (hereinafter referred to as the "Board") and City of Union Gap (hereinafter referred to as the "Contractor/Borrower") agree to amend Drinking Water State Revolving Fund Loan Agreement/Contract Number DM11-952-037 as described below.

The amount of the loan shall be \$ 608,319.69. The interest rate shall be 1.00% per annum on the outstanding balance.



City Council Communication

Meeting Date: October 13, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Comprehensive Park Plan Proposed Soccer Field amendment

SYNOPSIS The Public Works/Community Development Committee on September 15th requested the Park Board discuss and make recommendations to City Council regarding the proposed Soccer Field complex at Fulbright Park.

A Park Board meeting on Wednesday, October 8th toured all City Parks, reviewed and discussed the Comprehensive Park Plan & proposed Soccer Field layout.

The Park Board voted to approve the following;

- Retain proposed soccer complex at Fulbright Park and amend the adopted Comprehensive Park Plan to include the revised soccer complex concept as attached;
- Council Recommendation: enter into a building rental agreement with YYSAs for occupying the Ahtanum Youth Park office building;
- Council Recommendation: enter into a 5+ year facility use agreement with YYSAs for soccer field use and development at the Ahtanum Youth Park with conditions that current facility use agreements and current Park use is maintained.

RECOMMENDATION: Approve Park Board recommendations

LEGAL REVIEW: N/A

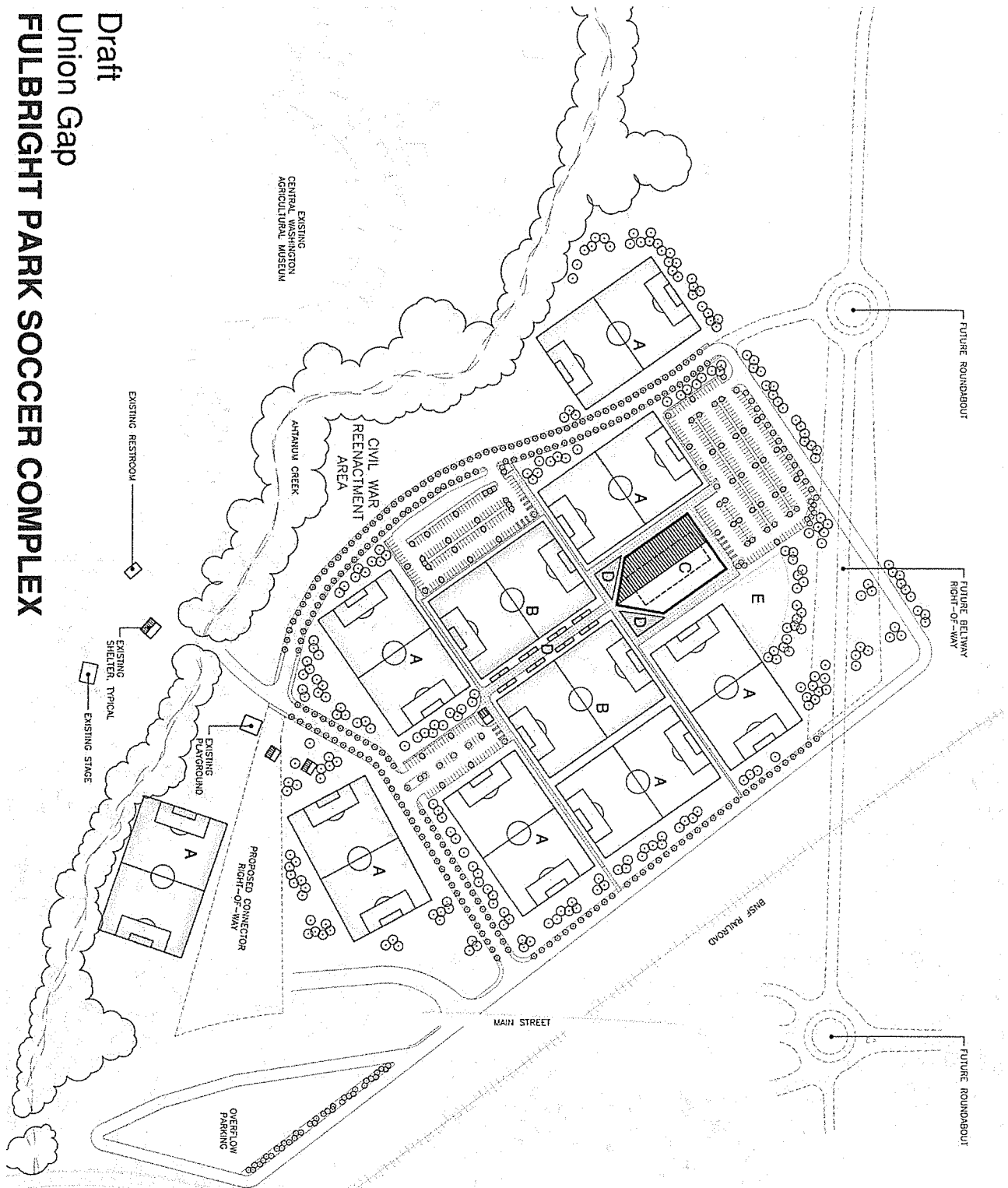
FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

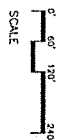
ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Amended Soccer Field Complex Concept

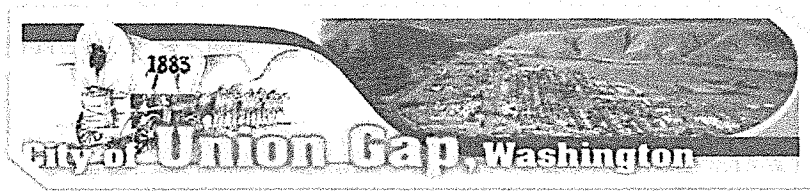
Draft
 Union Gap
FULBRIGHT PARK SOCCER COMPLEX



- LEGEND**
- A. Soccer field 75 yds x 120 yds (lawn)
 - B. Soccer field 80 yds x 120 yds (field turf)
 - C. Indoor soccer complex 40,000 sf
 - Indoor soccer field 85' x 200'
 - Restrooms
 - Concessions / Restaurants
 - D. Bleacher seating
 - E. Play area



Interstate 82



City Council Communication

Meeting Date: October 13, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution - Encroachment Agreement - Chevron Environmental Management Company

SYNOPSIS: Chevron Environmental Management Company (EMC) seeks City's authorization to install up to three groundwater monitoring wells in the City of Union Gap right-of-way located east of El Rancho Market and west of the existing curb along the west side of Main Street, Chevron operated a retail service station at 3202 Main Street, commonly referred to as Service Station No. 372654

RECOMMENDATION: Adopt a resolution authorizing the City Manager to enter into an Encroachment Agreement with Chevron Environmental Management Company.

LEGAL REVIEW: The City Attorney reviewed this agreement.

FINANCIAL REVIEW: There is no financial input.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. EMC Encroachment Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign an Encroachment Agreement with Chevron Environmental Management Company related to City's authorization to install up to three groundwater monitoring wells in the City of Union Gap right-of-way.

WHEREAS, Chevron Environmental Management Company Chevron Environmental Management Company (EMC) seeks City's authorization to install up to three groundwater monitoring wells in the City of Union Gap right-of-way;

WHEREAS, Chevron operated a retail service station at 3202 Main Street, commonly referred to as Service Station No. 372654;

WHEREAS, the City of Union Gap right-of-way located east of El Rancho Market and west of the existing curb along the west side of Main Street;

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows: Chevron Environmental Management Company (EMC) seeks City's authorization to install up to three groundwater monitoring wells in the City of Union Gap right-of-way located east of El Rancho Market and west of the existing curb along the west side of Main Street, Chevron operated a retail service station at 3202 Main Street, commonly referred to as Service Station No. 372654

That the City Manager is authorized to sign an agreement
PASSED this 13th day of October, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

ENCROACHMENT AGREEMENT

This ENCROACHMENT AGREEMENT ("Agreement") is entered into by and between CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY, a California corporation ("EMC") and CITY OF UNION GAP ("City").

RECITALS

A. EMC's affiliate, Union Oil Company of California, or its dealer, operated a retail service station at 3202 Main Street, in the City of Union Gap, County of Yakima, State of Washington, commonly referred to as Service Station No. 372654.

B. EMC seeks City's authorization to install up to three groundwater monitoring wells in the City of Union Gap right-of-way located east of APN 191205-32449 and west of the existing curb along the west side of Main Street, Union Gap, Washington, as depicted on Exhibit A attached hereto and incorporated herein (the "Property").

C. City is willing to grant EMC access to the Property for the above described purposes.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties hereby agree as follows:

1. Rights Granted. City hereby grants to EMC, its employees, agents, representatives, consultants, and contractors, a license over, under, and across the Property for the purpose of performing environmental work under government agency oversight or direction (the "Work"). The Work will be limited to the installation, maintenance, inspection, replacement, periodic sampling, and abandonment of up to three groundwater monitoring wells (the "Wells"), and the use of those Wells for the introduction of compounds to facilitate bioremediation. City approves the approximate Well locations shown on Exhibit A. Prior to the installation of any additional wells or any borings on the Property, EMC will seek City's approval and the parties will work together to determine the appropriate location(s). City agrees to cooperate with EMC, including executing additional documents, if necessary, in order to obtain permits or other documents from a government agency required to install, abandon, or remove EMC's equipment.

2. Performance of the Work. EMC will conduct and perform the Work in a prompt, safe, efficient, and workmanlike manner and in compliance with all applicable federal, state, or local laws, regulations or ordinances. EMC will perform all Work conducted under this Agreement at its sole cost and expense.

3. Term. This Agreement will terminate upon completion of the Work and any restoration obligation under Section 4 (Restoration).

4. Restoration. If entry onto the Property by EMC, or exercise by EMC of any of its rights or obligations under this Agreement, result in any physical damage to the Property

(ordinary wear and tear excepted), EMC will promptly repair and restore the portions of the Property damaged to substantially the same condition as existed prior to the damage or exercise of such right or obligation. EMC will properly abandon the wells in conformance with Chapter 173-160 WAC, Minimum Standards for Construction and Maintenance of Wells.

5. Reservation of City Rights. Nothing in this Agreement will prevent City from constructing or establishing any public work or improvement. All such work by City will be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of EMC's Wells. However, if any of EMC's Wells unreasonably interfere with the construction, maintenance or repair of any public improvement, EMC's Wells will either be lowered to accommodate City's work or abandoned in place pursuant to Section 4 (Restoration). If a replacement Well is needed, City will work with EMC on the new location for said Well. Any and all such abandonment or replacement will be performed at the expense of the EMC. City agrees to provide EMC with advance written notice in accordance with Section 8 (Notices). Should EMC fail to lower, abandon, adjust or relocate its Wells by the date established by City's written notice to the EMC, City may affect such removal, adjustment or relocation, and the expense thereof will be paid by EMC.

6. Indemnity. EMC agrees to indemnify, defend, and hold harmless City, its officers, agents, employees, successors, and assigns (the "Indemnified Parties") from and against any claims brought against any of the Indemnified Parties for personal injury or for physical damage to real or personal property arising out of the performance of the Work on the Property by EMC and its agents, consultants, and subconsultants, except to the extent that such claims are due to the reckless, negligent or intentional acts or omissions of the Indemnified Parties.

7. Insurance. EMC will require contractors who perform the Work under this Agreement to maintain liability insurance coverage in accordance with the contractors' service agreements.

8. Notices. Any notices required to be made under this Agreement will be made in writing to the address of the appropriate party as set forth below. All such notices will be deemed to have been duly given and received upon mailing or delivery by courier or personal delivery service. Notwithstanding the foregoing, communications pursuant to Section 9 (Agency Communications) may be delivered by email. Parties may alter or modify their notice address by delivery of written notice pursuant to the terms of this Agreement.

To EMC:

Chevron Environmental Management Company
Marketing Business Unit
6101 Bollinger Canyon Road
San Ramon, CA 94583
Attn.: Alexis Fischer, Property Specialist, SS #372654
Phone: (925) 790-6441
Email: AFischer@Chevron.com

To City:

City of Union Gap Public Work Administration
P.O. Box 3008
Union Gap, WA 98903
Attn.: Dennis Henne, Director of Public Works &
Community Development
Phone: (509) 225-3524
Email: _____

9. Agency Communications. Each party will promptly provide the other party with copies of all final reports, laboratory test results, and other communications submitted to a government agency regarding the Work performed on the Property.

10. Applicable Law. This Agreement will be interpreted, and any dispute arising hereunder will be resolved, in accordance with the laws of the State of Washington, without reference to choice of law rules.

11. Alternative Dispute Resolution (ADR). If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to pursuing other legal remedies:

11.1. A meeting between the parties will promptly be held in Washington, attended by individuals with decision-making authority regarding the dispute, who will attempt in good faith to negotiate a resolution of the dispute.

11.2. If within 15 days after the meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation using a mediator who is mutually acceptable, and to bear equally the costs of the mediation.

11.3. The parties agree to participate in good faith in the mediation process related to their dispute for a period of 30 days from the commencement of mediation. If the parties are not successful in resolving the dispute through mediation, then:

11.3.1. if both parties agree, they may submit the matter to a binding arbitration or a private adjudicator; or

11.3.2. either party may initiate litigation upon 10 days advance written notice to the other party.

12. Counterparts. This Agreement may be executed in counterparts, both of which together will constitute one and the same agreement.

13. Integration. This document represents the entire agreement between the parties. This Agreement supersedes and replaces any and all prior agreements between the parties regarding the subject matter herein. No modification of the terms hereof will be effective unless in writing and duly executed by the authorized representatives of the respective parties.

14. No Admission of Liability. The parties acknowledge and agree that this Agreement, the act of entering into it, and any act or omission pursuant hereto will not be construed as an admission of any nature.

15. Compliance with Laws. Throughout the term of this Agreement, EMC and City will at all times comply fully with all applicable laws, ordinances, rules, and regulations of any governmental agency having jurisdiction over the Property.

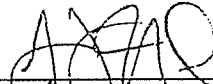
16. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. City will promptly notify EMC of any transfer of its interest in the Property and will provide a copy of this Agreement to any and all transferees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date set forth below.

EMC:

**CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY,**
a California corporation

Dated: October 8, 2014

By: 
Name: Andrew J. Noel
Its: Environmental Compliance Officer

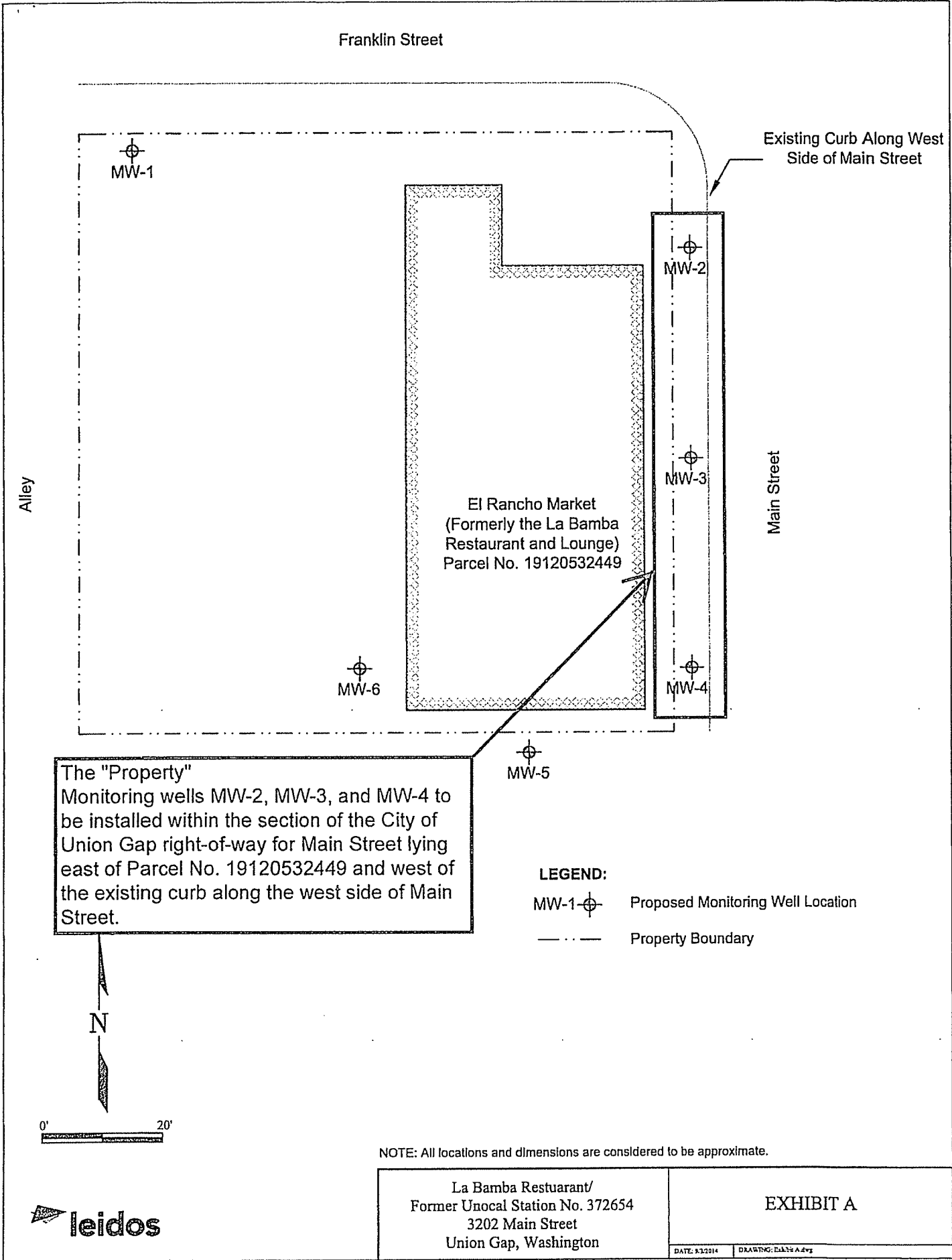
CITY:

CITY OF UNION GAP

Dated: _____, 2014

By: _____
Name: _____
Its: _____

EXHIBIT A
SITE PLAN
DEPICTING LOCATION OF THE PROPERTY
AND WELL LOCATIONS



Franklin Street

Existing Curb Along West Side of Main Street

MW-1

MW-2

MW-3

Main Street

El Rancho Market
(Formerly the La Bamba
Restaurant and Lounge)
Parcel No. 19120532449

Alley

MW-6

MW-4

MW-5

The "Property"
Monitoring wells MW-2, MW-3, and MW-4
to be installed within the section of the City of
Union Gap right-of-way for Main Street lying
east of Parcel No. 19120532449 and west of
the existing curb along the west side of Main
Street.

LEGEND:

- MW-1 Proposed Monitoring Well Location
- Property Boundary

N

0' 20'

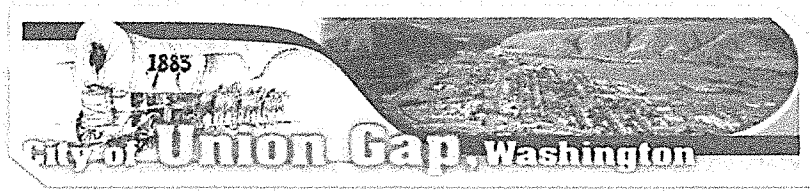
NOTE: All locations and dimensions are considered to be approximate.



La Bamba Restuarant/
Former Unocal Station No. 372654
3202 Main Street
Union Gap, Washington

EXHIBIT A

DATE: 8/3/2014 DRAWING: E&S-A-472



City Council Communication

Meeting Date: October 13, 2014

From: Gregory Cobb, Acting Public Safety Director

Topic / Issue: Resolution - Traffic Safety Memorandum of Understanding

SYNOPSIS: The Washington Traffic Safety Commission has authorized funding to the Police Department for overtime reimbursement in the amount of \$6,500.00 related to high visibility enforcement patrols.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign the memorandum of understanding with the Washington Traffic Safety Commission for overtime reimbursement.

LEGAL REVIEW: The City Attorney prepared this resolution.

FINANCIAL REVIEW:

BACKGROUND INFORMATION: The Police Department has a long running partnership with the Washington State Traffic Safety Commission. This is a renewal of the 2013 / 2014 agreement.

ADDITIONAL OPTIONS:

ATTACHMENTS:

1. Resolution
2. Memorandum of Understanding

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Memorandum of Understanding between the City of Union Gap and the Washington State Traffic Safety Commission regarding the High Visibility Enforcement traffic safety emphasis patrols in support of Target Zero.

WHEREAS, the Washington State Traffic Safety Commission (WSTSC) has funds available to it to provide funding to local jurisdictions to engage in emphasis patrols for Impaired Driving (DUIs); Seat Belt violations; and Distracted Driving (Texting – Cell Phone Use);

WHEREAS, the overtime funding to law enforcement agencies is so that those agencies can conduct multijurisdictional, high visibility enforcement traffic safety emphasis patrols along a designated corridor;

WHEREAS, it is understood that the these funds shall not be commingled and are only to be utilized for the specific emphasis areas;

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

The City Manager is authorized to sign a Memorandum of Understanding between the City of Union Gap and the Washington State Traffic Safety Commission regarding High Visibility Enforcement (HVE) traffic safety emphasis patrols in support of Target Zero.

PASSED this 13th day of October, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, Clerk

Robert F. Noe, City Attorney



MEMORANDUM OF UNDERSTANDING
WASHINGTON TRAFFIC SAFETY COMMISSION

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Union Gap Police Department (**Agency**) and the **Washington Traffic Safety Commission (WTSC)**.

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to law enforcement agencies to conduct multijurisdictional, high visibility enforcement (HVE), traffic safety emphasis patrols (**as outlined in Addendum A**), in support of Target Zero priorities. **The Target Zero Manager and Law Enforcement Liaison assigned to your county shall coordinate the Scope of Work as outlined below:**

TERM: October 1, 2014 - September 30, 2015

AMOUNTS

Impaired Driving Funding: \$4500
CFDA# 20.600

Seat Belt Funding: \$500
CFDA # 20.602 and 20.600

Distracted Driving Funding: \$1,500
CFDA #20.600

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

SWV # 007122-02
SWV # 001320800

IT IS, THEREFORE, MUTUALLY AGREED THAT:

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

Impaired Driving:

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

Holiday DUI Patrols; November 26, 2014 – January 1, 2015
Drive Sober or Get Pulled Over Labor Day DUI Crackdown;
August 21 – September 7, 2015.

These DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Officers may also work on the Home Safe Bar program with approval of the county Target Zero Manager or the law enforcement liaison to the task force. Funding may also be used for Party Intervention Patrols, with approval from the Washington Traffic Safety Commission.

Funds permitting (not guaranteed), the local Task Force may coordinate HVE DUI patrols from January 1 – September 30, 2015. Dates of local patrols will be reported to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

Seat Belts:

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

Click it or Ticket - May 11 – May 25, 2015

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the lowest seat belt use. Ideally, these patrols will begin after 4:00 pm **Agency agrees to take a zero tolerance approach to seat belt and child car seat violations.**

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

Funds permitting (not guaranteed), the local Task Force may coordinate HVE seat belt patrols from January 1 – September 30, 2015. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

Distracted Driving (OPTIONAL)

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

U Drive. U Text. U Pay – April 1-14, 2015

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest occurrences of distracted driving.

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

Funds permitting (not guaranteed), the local Task Force may coordinate HVE distracted driving patrols from January 1 – September 30, 2015. Dates of local patrols will be reported to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

3. CONDITIONS:

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

These are enforcement activities intended to apprehend impaired drivers, distracted drivers, and unbuckled vehicle occupants. It is expected that Notices of Infraction/Citation (NOI/C's) will be issued at contact unless circumstances dictate otherwise.

Standardized Field Sobriety Testing (SFST) Training Requirement

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

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

Media Contacts:

All of these patrols are conducted as part of a highly publicized, statewide effort. As such, publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. Therefore, Agency must provide the names of at least two agency officers who can be available for media requests and questions. ***At least one of the individuals listed below must be available for weekend media contacts, beginning at noon on Fridays before mobilizations:**

Interim Chief Greg Cobb
Name/Title

(509) 248-0430
gregory.cobb@yakimawa.gov
Office Phone & e-mail

(509) 728-5251
Cell Phone

Sgt. Stace McKinley
Name/Title

(509) 248-0430
stace.mckinle@yakimawa.gov
Office Phone & e-mail

(509) 728-5259
Cell Phone

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

- 4. PAYMENT FOR LAW ENFORCEMENT: **Agency** will provide commissioned law enforcement with appropriate equipment (vehicle, radar, PBTs etc.) to participate in these emphasis patrols. **WTSC** will reimburse for overtime at 1.5 times officer's normal rate plus **Agency's** contributions to employee benefits including FICA, Medicare, Worker's Compensation and unemployment.

For DUI patrols jail booking costs (booking fee plus daily rate) that result from a law enforcement officer from one jurisdiction making an arrest while on DUI patrol in another jurisdiction will be considered for reimbursement with approval of the Target Zero Manager.

- 5. SHIFT LENGTH: **Agency** will not schedule individual officer shifts for longer than eight hours. (WTSC understands there may be instances when more than eight hours are billed because of DUI processing, etc.)
- 6. RESERVE OFFICERS: **Agency** certifies that any reserve officer for whom reimbursement is claimed has exceeded his/her normal monthly working hours when participating in this emphasis patrol and is authorized to be paid the amount requested. **Agency** understands that reserve officers are not eligible for *overtime* for this project.
- 7. DISPATCH: **WTSC** will reimburse communications officers/dispatch personnel for work on this project providing **Agency** has received prior approval from their local Target Zero Manager.

8. GRANT AMOUNT: **WTSC** will reimburse **Agency** for overtime salary and benefits. The total cost of overtime and benefits shall not be exceeded in any one campaign area and **funds may not be commingled between campaign areas.**

Upon agreement by the **Agency** and the local Target Zero Manager, the DUI or Occupant Protection allocation may be increased or decreased without amending this agreement PROVIDED THAT the increase in the allocation does not exceed 50% of the original agreed amount for the specific emphasis area. Any increase in allocation exceeding 50% will require an amendment to this document.

9. PERFORMANCE STANDARDS:

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

10. REIMBURSEMENT OF CLAIMS: Claims for reimbursement must include:

a. Invoice Voucher (A19 Form).

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

b. Payroll support documents (signed overtime slips, payroll documents, etc.).

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

Emphasis Patrol Activity Logs cannot be modified.

Payment cannot be made unless these activity logs are included.

The Invoice Voucher (A19 Form), payroll supporting documents, and Emphasis Patrol Activity Logs shall be submitted to your Target Zero Manager for review and approval. The Target Zero Manager will forward these documents to WTSC for processing and payment.

11. DEADLINES FOR CLAIMS

All claims must be approved by your Target Zero Manager, please allow adequate time for processing in order to meet the following deadlines:

- a. **First Deadline:** All claims for reimbursement for emphasis conducted from October 1, to June 30, must be received by **WTSC** no later than August 15, 2015.
- b. **Second Deadline:** All claims for reimbursement for emphasis conducted between July 1 and September 30 must be received by **WTSC** no later than November 15, 2015.

Invoices submitted for reimbursement after the above dates, will not be paid.

WTSC will NOT accept faxed invoices.

12. **DISPUTES:** Disputes arising under this Memorandum shall be resolved by a panel consisting of one representative of the **WTSC**, one representative from **Agency**, and a mutually agreed upon third party. The dispute panel shall decide the dispute by majority vote.

13. **TERMINATION:** Either party may terminate this agreement upon 30 days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

14. **SUPPLANTING DISCLAIMER:** I certify that none of the funds for this project supplant the normally budgeted funds of this agency nor do these funds pay for routine traffic enforcement normally provided by this agency.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Agency Signature

WTSC Signature

Printed Name

Printed Name

(Date)

(Date)

Agency Address (where fully executed copy of this document will be mailed):

200 S. 3rd STREET

Street

YAKIMA WA 98901

SGT. CHANCE BELTON

City,

State

Zip

Attn:

Please return this signed MOU (No later than October 17, 2014) to
your Target Zero Manager:

Camille Becker, Yakima County Target Zero
200 S. 3rd Street – 509.406.0629
camille.becker@yakimawa.gov

Target Zero Manager will forward this signed document to:

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

No later than October 31, 2014

Addendum A

Multijurisdictional High-Visibility Enforcement Protocols

Purpose

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

Goal

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

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

Method

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

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

Definitions:

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

Responsibilities

WTSC:

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

Target Zero Manager and Law Enforcement Liaison:

- Lead the development of Multijurisdictional High Visibility Enforcement Mobilization Plans.
- Report any plans for local DUI, seat belt, or distracted mobilizations to the WTSC on quarterly basis:

Plans Due:	For local patrols planned for:
October 31, 2014	January – March, 2015
January 30, 2015	April – June, 2015
April 30, 2015	July – September, 2015

*One yearly plan for local mobilizations may be submitted on October 31 in lieu of three quarterly plans.

- Coordinate mobilization briefings.
- Lead news media and community outreach efforts for local mobilizations.
- Review and approve all MOUs, invoices, and other documentation before submission to WTSC. This includes follow-up on incomplete invoicing paperwork and Emphasis Patrol Activity Logs with unexplained low contacts.
- Report local mobilization enforcement totals (by agency and task force) to WTSC within two weeks of mobilization end date.

Law Enforcement Agencies:

- Send a representative to local task force meetings to plan mobilization locations and exact dates.
- Ensure availability of agency media contact, noted on page 3 of this agreement, prior to and during all mobilization dates.

- Provide commissioned police officer(s) (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) to participate in multijurisdictional HVE patrols.
- Ensure that officers assigned to the multijurisdictional HVE campaigns are qualified to enforce the impaired driving laws as outlined on page 2, section 3 of this agreement.
- Require all officers participating in multijurisdictional HVE patrols to attend mobilization briefings.
- Ensure officers working the overtime conduct **a minimum of three (3) self-initiated contacts per hour.**

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

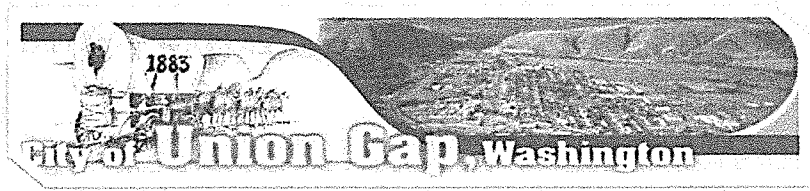
Activity other than that initiated through HVE patrol contact (investigating collisions, emergency responses, etc.) will be the responsibility of the contracting agency and may not be considered for reimbursement.

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

X

Agency Signature

Date



City Council Communication

Meeting Date: October 13, 2014
From: Rod Otterness, City Manager
Topic/Issue: Resolution - Contract for Prosecution Services

SYNOPSIS: The city has received notice of the resignation of the City Attorney effective November 15. Replacing the current City Attorney with someone equally qualified will not be easy and will take some time. Our current prosecutor can continue in that role which, if approved by the council, will allow the city to issue a Request for Qualifications for only the civil attorney work, potentially increasing interest among attorneys that aren't practicing criminal law and giving the city more time to review proposals when they are received because finding a replacement for criminal prosecution services is more time sensitive than is finding a new city attorney for our civil work. Staff is recommending issuance of a Request for Qualifications for civil city attorney work while continuing with our current city prosecutor. Judges, public defenders, and jail costs, as well as the prosecutor, are all paid for by the city so retaining our current prosecutor who understands our caseload, our judges, our public defender, and our police department gives us the best chance to get a handle on these combined costs by developing a new diversion program and otherwise keeping down our caseload as dictated by recent federal litigation, new state Supreme Court dictates, and our insurance carrier. Retaining our current prosecutor will allow for continuance of criminal prosecutions without any disruption and gives us more time for the city to receive and review a Request for Qualifications which can be limited to just our civil work.

RECOMMENDATION: Approve contract for prosecution services

LEGAL REVIEW: Completed

FINANCIAL REVIEW: Money is budgeted in the legal department for prosecution services

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: Issue RFQ for prosecution services

ATTACHMENTS: 1. Resolution
2. Draft Contract for Prosecution Services

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Professional Services Agreement with Margita Dornay for Prosecution Services.

WHEREAS, the City of Union Gap prosecutes its criminal misdemeanor and gross misdemeanor crimes and traffic infractions through its Municipal Court;

WHEREAS, the City of Union Gap requires the services of a prosecuting attorney to process and represent the City in those crimes and infractions processed through the Court;

WHEREAS, the City of Union Gap City Attorney's office has been utilizing the services of Margita Dornay to provide prosecution services on behalf of the City and the City wishes to continue to use Ms. Dornay services;

WHEREAS, the City has provided a legal assistant to support the City's prosecutor;

WHEREAS, the City also wishes to contract for prosecution support (legal assistant) through Ms. Dornay's office and Ms. Dornay's office can provide the same;

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 Service Agreement for Prosecution Services with Margita Dornay. .

PASSED this 13th day of October, 2014.

Roger Wentz,

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

**PROFESSIONAL SERVICES CONTRACT
PROSECUTION**

I. PARTIES

This contract is made on this _____ of October, 2014 between the City of Union Gap ("City") and Margita A. Dornay ("Attorney" or "Contractor").

II. TERM - INDEPENDENT CONTRACTOR

Performance under this Contract shall commence on November 16, 2015 and shall continue until such time as one of the parties terminates the contract under this provision. Either party may terminate this Contract upon giving sixty (60) days written notice prior to the termination date.

The relationship of the Contractor to the City shall be that of an independent contractor rendering professional services. Nothing contained herein shall be deemed to create the relationship of employer and employee or principal or agent between the City and the Contractor.

III. SERVICES PROVIDED

Contractor shall be principally responsible for performing the work required under this Contract for the City. She may from time to time employ other attorneys to assist her as necessary. Attorney will provide the following legal services:

A. Prosecution of Misdemeanor and Gross Misdemeanor Crimes.

Attorney shall be responsible for all aspects of prosecution, including: making filing decisions on criminal cases and recommendations with respect to the conduct of investigations, trial preparation, and related matters; responding to, and preparing, pre-trial motions; interviewing witnesses and victims of crimes; advising victims regarding their rights and responsibilities; prosecuting misdemeanor, gross misdemeanor and criminal traffic cases; representing the City at arraignments, pretrial hearings, bench and jury trials, and review hearings; conducting plea bargain negotiations

and making appropriate plea offers; making sentencing recommendations and decisions to the court; preparing and presenting legal memoranda, preparing and or directing that subpoenas, jury instructions, and other related materials be prepared. Union Gap Municipal Court requires the presence of the Attorney at court on Monday mornings, Wednesday morning and afternoon, and the first and third Tuesday of each month for jury trials, if any (the flat fee provided for as compensation herein is based in large part on this requirement for attorney presence at court).

Attorney will be available by telephone to discuss questions from witnesses, police and staff. Attorney will provide a telephone number for purposes of police investigation/advice. The phone number is expected to be used infrequently, and only for emergent legal matters.

B. Prosecution of Contested Traffic Infractions.

Attorney shall be responsible for all aspects of contested traffic infractions, including: presentation of the City's case (which may be limited to the entry of the police report into the record, but in some cases may be more involved including the interview of and presentation of witness testimony or other evidence) with respect to contested traffic infraction matters.

C. Diversion Program.

Attorney will work with City Administration, the Court, the Police Department and other departments or entities as necessary so that a proposal can be brought to the City for consideration of a potential pre-filing diversion program. The objective of such a program would be to preserve the limited resources of the City and the Court while at the same time providing persons who qualify for diversion the opportunity to avoid the stigmatization that is attached to a criminal charge.

D. Legal Assistant / Paralegal Services.

The City currently maintains a part-time (28 hour per week) position at the City for a Legal Assistant / Paralegal to provide clerical and other support to the prosecutor. Under this Agreement, Attorney will assume the responsibility for providing for the Legal Assistant / Paralegal position to support Attorney and the City will no longer maintain that position within the City. The flat fee provided for as compensation in this Agreement covers the provision of the Legal Assistant / Paralegal was well.

IV. COMPENSATION

The foregoing services will be provided on a flat monthly fee basis. The flat fee charged to the City for the services above is \$7,083.33 per month (\$85,000 per year). In exchange for the flat fee, Attorney will provide all of the prosecution services and legal assistant / paralegal services identified above. Except that where Attorney must file or respond to an appeal to Superior Court, Attorney will bill the City at the rate of \$115.00 per hour, which will be in addition to the flat fee amount. Concerning an appeal, Attorney will not initiate an appeal on the City's behalf without first

consulting with the City for approval of such appeal.

Agreed this _____ day of _____, 2014

CITY OF UNION GAP

Rodney Otterness, City Manager

Margita A. Dornay

ATTEST:

Karen Clifton, City Clerk/Treasurer



City Council Communication

Meeting Date: October 13, 2014
From: Rod Otterness, City Manager
Topic/Issue: Request for Qualifications for City Attorney Services

SYNOPSIS: The city has received notice of the resignation of the City Attorney effective November 15. The city should issue a Request for Qualifications for a new city attorney for our civil work. Staff is recommending issuance of a Request for Qualifications for civil city attorney work.

RECOMMENDATION: Approve Issuance of Request for Qualifications for City Attorney services

LEGAL REVIEW: Completed

FINANCIAL REVIEW: Money is budgeted in the legal department for city attorney services

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: None

ATTACHMENTS: Request for Qualifications for City Attorney

CITY OF UNION GAP, WASHINGTON
REQUEST FOR QUALIFICATIONS CONTRACTED CITY ATTORNEY SERVICES

The City of Union Gap invites interested individuals or firms to submit qualifications for contracted City Attorney services. Submissions are due at City Hall by 4:00 p.m. on Friday, November 14, 2014.

The City seeks services encompassing the traditional scope of work for a City Attorney including legal counsel, opinions, consultation and coordination with special counsel. Attendance at a variety of meetings will be required, including staff meetings and Council meetings as specified. This does not include prosecution services which are contracted separately.

Delivery: Submissions may be mailed, hand delivered, or emailed to Karen Clifton, Director of Finance and Administration 107 W. Ahtanum Road, P.O. Box 3008, Union Gap, WA 98903; kclifton@cityofuniongap.com. Questions regarding this request for qualifications are to be directed to the Rodney Otterness, City Manager, 509-248-0432.

Minimum Qualifications:

1. Each attorney in the proposed team must possess a Juris Doctorate degree and have graduated from a law school accredited by the American Bar Association; 2. Each attorney in the proposed team must be a member in good standing of the Washington State Bar Association; 3. The proposed designated City Attorney must have a minimum of five years experience in the field of municipal law with particular experience in land use, employment, and public works construction.

The City of Union Gap reserves the right to reject any or all proposals, waive technicalities or irregularities and to accept any submission if such action is believed to be in the best interest of the City.

GENERAL INFORMATION

Purpose

The purpose of this Request for Qualifications (RFQ) is to solicit and select a qualified individual or firm to provide a full range of municipal legal services serving as the City's legal counsel on a contractual basis. The City of Union Gap is a Council/Manager form of government and a code city as described under Title 35A of the Revised Code of Washington.

SCOPE OF SERVICES

The City will need a full array of Municipal City Attorney services, including but not limited to:

General legal counsel for the City Manager, City Council, and staff including but again not limited to:

Attending meetings with the City Manager and staff when requested. Being available for phone consultations with the City Manager, Councilmembers, and staff. Bringing to the attention of the City Manager, City Council, or staff matters of relevance as a result of new legislations or recent court decisions. Maintaining a liaison with other associated special counsel. Attending and actively participating in management meetings as needed. Attendance at all regular City Council meetings. The City Council regularly meets every second and fourth Monday evening of each month.

Availability for special sessions of the City Council. Review and original preparation of ordinances, resolutions, and contracts when requested. Litigation services – representing the City either as a

plaintiff or defendant. Representing the City in administrative proceedings before other governmental units. Services related to the formation of Local Improvement Districts and the collection of assessments. Contract law including such subjects as personal services, equipment, and real estate leases and purchases. The exercise of Eminent Domain. Services related to Right of Way acquisition. Services related to utilities.

Areas of particular need are land use law, including but not limited to zoning and development regulations, platting, Growth Management Act compliance, annexations, and Shorelines Management Act compliance; employment law; and utilities related services.

It is estimated that an average of approximately 60 hours per month will be involved in completing the tasks of City Attorney but the amount of time can vary considerably from month to month.

SELECTION PROCESS

Submittal Criteria: The City Manager will review all proposals and may invite the most qualified firms to an interview. The City Manager will provide a list of finalists to the City Council who will interview all finalists. The expected date of this interview is November 24, 2014. In reviewing and evaluating the submitted proposals and interviews, the following criteria will be used:

Advanced knowledge of all municipal government legal issues. Availability, references, and billing rates of person or persons serving as the City's contracted attorney. Advanced understanding of Washington State land use law including, but not limited to GMA, SMA and SEPA. Proposed fee structure. Propose a compensation package, inclusive of all service costs. The City is open to a variety of approaches, including hourly rates or a flat monthly rate with add-ons. The City will select the finalists by considering the proposed compensation as a "best and final offer", although the City reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including costs. Qualifications of the key staff that will be assigned to the City. (Indicate their assigned role, amount of time available, past relevant experience and resume, etc.) Include a rate schedule for all assigned staff. (Please address experience with municipal government legal services.) Names of references, including contact person and telephone numbers of organizations for which the firm has provided similar services.

QUESTIONS

All questions regarding this proposal shall be directed to:

Rodney Otterness Email: rotterness@cityofuniongap.com Phone: 509/248-0432

TERMS AND CONDITIONS

Not all proposers may be interviewed. The proposer shall be responsible for the accuracy of the information supplied. The City of Union Gap reserves the right to reject any and all proposals, to issue one or more agreement(s) for the intended scope of services, to waive minor irregularities, to issue additional RFPs, and to either substantially modify or abandon the selection process prior to any award of a contract. The City reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. Nothing contained herein shall require the City of Union Gap to award a contract, and the City of Union Gap reserves the right to determine its own selection criteria in the award of the final agreement. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by

the City and shall at a minimum reflect the specifications in the RFQ. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the City Council. The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to this RFQ.

SCHEDULE OF PROPOSAL PROCESSES

The City provides the following schedule. This is for information only and will be adjusted as needed. Proposers are encouraged to reserve flexibility for interviews as the City will not be able to allow much advance notice when scheduling initial interviews.

Distribution of RFP – October 13, 2014.

Deadline for Submittal of Proposals – November 14, 2014 at 4:00 p.m. All submissions must be received by the City on this date. Late submissions will not be considered.

Interviews with City Manager: November 17 - 21, 2014

Finalist interviews: November 24, 2014

Tentative starting date: December 1, 2014

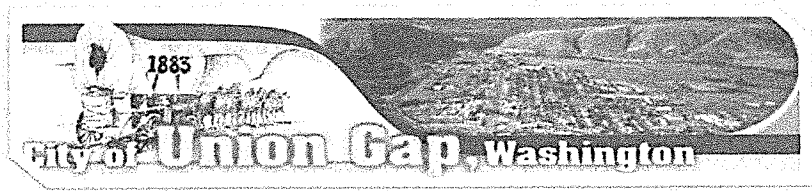
SUBMISSION DEADLINE

Two (2) copies of the response materials shall be submitted on or before 4:00 p.m. on October 31, 2014 to:

Rodney Otterness, City Manager, 107 W. Ahtanum Road, P.O. Box 3008, Union Gap, WA 98903;
rotterness@cityofuniongap.com.

Late submissions, faxes or telephone proposals will not be accepted. Digital proposals may be submitted via email, but the City assumes no responsibility for formatting or transmission errors.

Proposals should be prepared simply, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.



City Council Communication

Meeting Date: October 13, 2014
From: Rod Otterness, City Manager
Topic/Issue: Event Center for Economic Development

SYNOPSIS: Council Member Olson requested that the City Council have a discussion about an event center for economic development

RECOMMENDATION: N/A

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
September 22, 2014
MINUTES

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

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

Staff Present City Manager Otterness, Public Works/Community Development Director Henne, Public Works/Community Development Deputy Director Spurlock, Acting Public Safety Director Cobb, Finance and Administration Director Clifton, PR/AP Technician Bisconer, and City Attorney Noe were present.

Audience Present See list.

Pledge of Allegiance Mayor Wentz led the Pledge of Allegiance.

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

Approve Regular Council Meeting Minutes dated September 8, 2014 as attached to the Agenda and maintained in electronic format.

Approve EFT's and Claim Voucher Nos. 88600 through 88687 in the amount of \$599,233.61 dated September 22, 2014.

Adopt Resolution No. 14-40 approving Cintas Corporation Contract.

Items from the Audience There were none.

General Items

Resolution No. 14-41 – Grant J. Hunt Co. Professional Services Contract Eric Patrick and Janine Sutton from Grant J. Hunt Company introduced themselves and their firm. Motion by Council Member Carney, second by Council Member Murr to adopt Resolution No. 14-41 authorizing professional services contract with Grant J. Hunt Co. Motion carried unanimously.

Resolution No. 14-42 – Yakima Valley Tourism Professional Services Contract Motion by Council Member Carney, second by Council Member Murr to adopt Resolution No. 14-42 authorizing professional services contract with Yakima Valley Tourism. Motion carried unanimously.

Public Works/Community Development

Resolution No. 14-43 – Yakima Co. Inter-local Public Works/Community Development Deputy Director Spurlock stated that the city has contracted with the county for services for many years and recommended approval of the inter-local agreement. Motion by Council

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – September 22, 2014

Agreement Member Murr, second by Council Member Lenz to adopt Resolution No. 14-43 authorizing Inter-local Agreement for Building Inspections. Motion carried unanimously.

Park use proposal for soccer fields City Manager Otterness stated that a Park Board meeting has been scheduled for 4:00 p.m. on Wednesday, October 8 to discuss the park use proposal for soccer fields.

Resolution No. 14-44 – Setting Public Hearing Motion by Council Member Carney, second by Council Member Olson to adopt Resolution No. 14-44 setting the Six Year Transit Development Plan Public Hearing for 6:00 p.m. on Monday October 13, 2014. Motion carried unanimously.

Public Safety

Resolution No. 14- 45 - Fire Protection Services Contract Acting Public Safety Director Cobb recommended approval of contract with the City of Yakima for Fire Protection Services. Motion by Council Member Lenz, second by Council Member Butler to adopt Resolution No. 14 – 45 approving Fire Protection Services Contract. Voting on the motion: ayes – Lenz, Butler, Murr, Wentz; nays – Carney, Olson, Matson. Motion carried.

Items from the Audience None.

City Manager Report City Manager Otterness stated that City Attorney Noe would be hard to replace. He stated that it might be in the city’s interest to contract with the current city prosecutor if an agreement can be reached. He stated that the criminal work is different from the civil work and that he expected to recommend that the city issue an RFP for the civil work.

Communications Letter to the Editor from Mayor Wentz thanking volunteers for their help with the Pioneer Graveyard Clean-up.

Letter of Resignation – City Attorney Robert Noe.

Development of next agenda None.

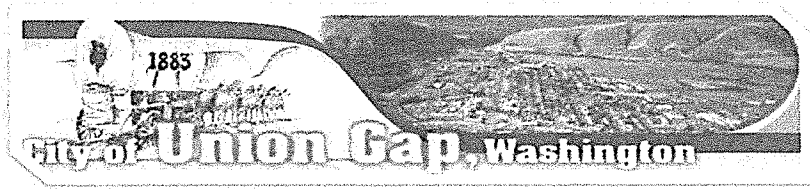
Other Business None.

Adjournment of Meeting At 6:33 p.m. Mayor Wentz adjourned the September 22, 2014 regular Council Meeting.

Rodney Otterness, City Manager

ATTEST

Karen Clifton, City Clerk



City Council Communication

Meeting Date: October 13, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Payroll Vouchers, September 30, 2014

SYNOPSIS: Payroll Vouchers Dated September 30, 2014

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 41270 through 41288, 88688, and 88516 through 88701 in the amount of \$420,656.35.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Payroll Voucher Roster

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 09/30/2014

Time: 09:51:06 Date: 09/29/2014

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5742	09/30/2014	Payroll	2	EFT	BRYAN P BAUER	4,577.75	September Payroll
5743	09/30/2014	Payroll	2	EFT	TERRI L BERTELSEN	2,493.33	September Payroll
5744	09/30/2014	Payroll	2	EFT	LARRY BIRD	5,766.50	September Payroll
5745	09/30/2014	Payroll	2	EFT	LYNETTE BISCONER	3,524.68	September Payroll
5746	09/30/2014	Payroll	2	EFT	RYAN BONSEN	4,000.83	September Payroll
5748	09/30/2014	Payroll	2	EFT	KYLE R BUCHANAN	3,883.94	September Payroll
5749	09/30/2014	Payroll	2	EFT	CRAIG G BUNTING	3,375.64	September Payroll
5750	09/30/2014	Payroll	2	EFT	DAVID D BUTLER	538.65	September Payroll
5751	09/30/2014	Payroll	2	EFT	LEVI G BUTTREY	130.98	September Payroll
5752	09/30/2014	Payroll	2	EFT	MARK CARNEY	554.10	September Payroll
5753	09/30/2014	Payroll	2	EFT	JASON G CAVANAUGH	2,655.60	September Payroll
5754	09/30/2014	Payroll	2	EFT	JEFFERY J CHARTERS	106.05	September Payroll
5756	09/30/2014	Payroll	2	EFT	KAREN CLIFTON	3,921.50	September Payroll
5758	09/30/2014	Payroll	2	EFT	JOSE CRUZ	44.50	September Payroll
5759	09/30/2014	Payroll	2	EFT	CHRIS DAHL	3,556.96	September Payroll
5760	09/30/2014	Payroll	2	EFT	ERICK MICHAEL DELP	4,466.40	September Payroll
5761	09/30/2014	Payroll	2	EFT	DWIGHT M DERBY	31.25	September Payroll
5763	09/30/2014	Payroll	2	EFT	RENARD T EDWARDS	4,152.68	September Payroll
5765	09/30/2014	Payroll	2	EFT	VICTORIA M GUTIERREZ	2,152.46	September Payroll
5766	09/30/2014	Payroll	2	EFT	JACOB J HEILMAN	4,630.82	September Payroll
5767	09/30/2014	Payroll	2	EFT	JACK L HENDERSON	223.41	September Payroll
5768	09/30/2014	Payroll	2	EFT	DENNIS HENNE	4,528.60	September Payroll
5770	09/30/2014	Payroll	2	EFT	SHAWN R JAMES	4,213.78	September Payroll
5772	09/30/2014	Payroll	2	EFT	CHASE KELLOGG	4,024.45	September Payroll
5773	09/30/2014	Payroll	2	EFT	CHAD E LENZ	547.85	September Payroll
5774	09/30/2014	Payroll	2	EFT	ALBA L LEVESQUE	4,138.64	September Payroll
5775	09/30/2014	Payroll	2	EFT	JO LINDER	2,679.89	September Payroll
5776	09/30/2014	Payroll	2	EFT	TERESA LOPEZ	1,946.82	September Payroll
5778	09/30/2014	Payroll	2	EFT	SHANE PATRICK MACIAS	3,847.28	September Payroll
5779	09/30/2014	Payroll	2	EFT	DAVID W MATSON	552.85	September Payroll
5780	09/30/2014	Payroll	2	EFT	STACE J MCKINLEY	3,519.19	September Payroll
5781	09/30/2014	Payroll	2	EFT	ROBERT MCRAE	3,287.41	September Payroll
5783	09/30/2014	Payroll	2	EFT	CAROL ANN MONTGOMERY	1,685.66	September Payroll
5784	09/30/2014	Payroll	2	EFT	HEATHER J MOORES	1,499.54	September Payroll
5785	09/30/2014	Payroll	2	EFT	RONNIE G MORTON II	3,802.93	September Payroll
5787	09/30/2014	Payroll	2	EFT	SERGIO E OCHOA	3,049.39	September Payroll
5789	09/30/2014	Payroll	2	EFT	RODNEY G OTTERNESS	5,795.53	September Payroll
5790	09/30/2014	Payroll	2	EFT	RONALD PHILLIPS	3,747.38	September Payroll
5792	09/30/2014	Payroll	2	EFT	AMBER E RADKE	2,348.56	September Payroll
5794	09/30/2014	Payroll	2	EFT	HECTOR A RIVERA	4,023.55	September Payroll
5796	09/30/2014	Payroll	2	EFT	CURTIS J SANTUCCI	3,857.04	September Payroll
5797	09/30/2014	Payroll	2	EFT	BRIANNA V SCHELHAMMER	2,121.91	September Payroll
5798	09/30/2014	Payroll	2	EFT	DAVID L SPURLOCK	5,024.64	September Payroll
5799	09/30/2014	Payroll	2	EFT	MICHAEL STILLWAUGH	4,101.17	September Payroll
5801	09/30/2014	Payroll	2	EFT	RAYMOND V SUAREZ	2,565.55	September Payroll
5802	09/30/2014	Payroll	2	EFT	PATRICK THOMPSON	4,922.36	September Payroll
5803	09/30/2014	Payroll	2	EFT	ERIC B TURLEY	4,286.55	September Payroll
5805	09/30/2014	Payroll	2	EFT	JOSEPH VANICEK	4,645.01	September Payroll
5806	09/30/2014	Payroll	2	EFT	JESSE A WALRUFF	3,184.14	September Payroll
5807	09/30/2014	Payroll	2	EFT	GLORIA A WALTMAN	2,543.40	September Payroll
5808	09/30/2014	Payroll	2	EFT	LYDIA M WAREHIME	1,288.12	September Payroll
5809	09/30/2014	Payroll	2	EFT	TERRYL D WAY	4,509.82	September Payroll
5811	09/30/2014	Payroll	2	EFT	ROGER E WENTZ	511.15	September Payroll
5813	09/30/2014	Payroll	2	EFT	CASEY M YEAGER	4,367.77	September Payroll
5815	09/30/2014	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	78,315.14	LOEFF 1 RETIREE MEDICAL - 09/2014; 09/01/2014 To 09/30/2014 - Medical

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 09/30/2014

Time: 09:51:06 Date: 09/29/2014

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5816	09/30/2014	Payroll	2	EFT	INTERNAL REVENUE SERVICE	65,993.95	941 Deposit For 09/01/2014 - 09/30/2014
5817	09/30/2014	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	18,234.05	09/01/2014 To 09/30/2014 - LEOFF I; 09/01/2014 To 09/30/2014 - LEOFF II
5818	09/30/2014	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	18,101.60	09/01/2014 To 09/30/2014 - PERS II; 09/01/2014 To 09/30/2014 - PERS III
5490	09/10/2014	Payroll	2	41270	BRIAN LINE	258.76	2014 RETRO
5747	09/30/2014	Payroll	2	41271	JACOB BROWN	379.23	September Payroll
5755	09/30/2014	Payroll	2	41272	TRAVIS A CHRISTOPHER	55.41	September Payroll
5757	09/30/2014	Payroll	2	41273	GREGORY COBB	5,325.78	September Payroll
5762	09/30/2014	Payroll	2	41274	DONALD DURKEE	3,668.89	September Payroll
5764	09/30/2014	Payroll	2	41275	JOHN A FERNANDEZ	86.66	September Payroll
5769	09/30/2014	Payroll	2	41276	ROBERT M HENNESSY	3,036.94	September Payroll
5771	09/30/2014	Payroll	2	41277	TRENT C JONES	725.34	September Payroll
5777	09/30/2014	Payroll	2	41278	SUSAN LOWRY	171.10	September Payroll
5782	09/30/2014	Payroll	2	41279	NATHAN MILLER	133.14	September Payroll
5786	09/30/2014	Payroll	2	41280	JAMES E MURR	542.65	September Payroll
5788	09/30/2014	Payroll	2	41281	DAN C OLSON	552.85	September Payroll
5791	09/30/2014	Payroll	2	41282	TYLER J QUANTRILLE	4,535.89	September Payroll
5793	09/30/2014	Payroll	2	41283	DOMINIQUE A RIVERA	61.54	September Payroll
5795	09/30/2014	Payroll	2	41284	CHRISTOPHER JOHN ROMERO	283.14	September Payroll
5800	09/30/2014	Payroll	2	41285	MATTHEW W STRUNK	366.47	September Payroll
5804	09/30/2014	Payroll	2	41286	JENNY V VALLE	2,285.38	September Payroll
5810	09/30/2014	Payroll	2	41287	TONI A WEBB	965.21	September Payroll
5812	09/30/2014	Payroll	2	41288	TIMOTHY WHITEHURST	6,927.57	September Payroll
5819	09/30/2014	Payroll	2	88688	AFLAC	351.24	09/01/2014 To 09/30/2014 - AFLAC; 09/01/2014 To 09/30/2014 - AFLAC Pre Tax
5820	09/30/2014	Payroll	2	88689	EMPLOYEE FUND	22.00	09/01/2014 To 09/30/2014 - Employee Fund
5821	09/30/2014	Payroll	2	88690	ICMA RETIREMENT TRUST#302189	13,385.80	09/01/2014 To 09/30/2014 - ICMA Retirement Trust
5822	09/30/2014	Payroll	2	88691	SOLARITY CREDIT UNION	1,207.56	09/01/2014 To 09/30/2014 - IAFF Union Dues; 09/01/2014 To 09/30/2014 - FF Insurance; 09/01/2014 To 09/30/2014 - FF Employee Fund
5823	09/30/2014	Payroll	2	88692	TEAMSTERS LOCAL 760	494.00	09/01/2014 To 09/30/2014 - Teamsters Dues
5824	09/30/2014	Payroll	2	88693	UNION GAP POLICE OFFICERS ASSN	910.00	09/01/2014 To 09/30/2014 - UGPOA Dues
5825	09/30/2014	Payroll	2	88694	UNITED WAY OF YAKIMA CNTY	30.00	09/01/2014 To 09/30/2014 - United Way
5826	09/30/2014	Payroll	2	88695	USABLE LIFE	89.30	09/01/2014 To 09/30/2014 - USABLE Life
5827	09/30/2014	Payroll	2	88696	WA STATE COUNCIL OF CNTY	478.50	09/01/2014 To 09/30/2014 - AFCSME Dues
5828	09/30/2014	Payroll	2	88697	WA STATE COUNCIL OF	140.00	09/01/2014 To 09/30/2014 - WSCOPO Dues

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 09/30/2014

Time: 09:51:06 Date: 09/29/2014
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5829	09/30/2014	Payroll	2	88698	WA STATE DEPT OF L&I	24,904.57	3RD Quarter 07/01/2014 - 09/30/2014
5830	09/30/2014	Payroll	2	88699	WESTERN STATES POLICE MEDICAL TRUST	742.95	09/01/2014 To 09/30/2014 - WSPMT
5831	09/30/2014	Payroll	2	88700	WSCCCE TRUST	4,412.78	09/01/2014 To 09/30/2014 - WSCCE
5832	09/30/2014	Payroll	2	88701	WSCFF EMPLOYEE BENEFIT TRUST	525.00	09/01/2014 To 09/30/2014 - WSCFF
						345,112.61	
						24,437.63	
						20.81	
						1,852.77	
						23,261.78	
						574.91	
						25,395.84	
						420,656.35	Payroll: 420,656.35

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

Certified By: _____ Date: _____

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



City Council Communication

Meeting Date: October 13, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers, October 13, 2014

SYNOPSIS: Claim Vouchers Dated October 13, 2014

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 88702 through 88806 in the amount of \$278,639.97.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Claim Voucher Roster

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 10/31/2014

Time: 16:25:52 Date: 10/08/2014

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5946	10/03/2014	Claims	2	EFT	CHASE PAYMENTECH	437.28	UB ONLINE PAYMENTS - 09/2014
5948	10/06/2014	Claims	2	EFT	XPRESS BILL PAY	244.00	UB ONLINE PAYMENTS - 09/2014
5971	10/08/2014	Claims	2	88702	HIGH SPEED SHOOTING SYSTEMS	1,572.10	WEAPON BUILD
5974	10/13/2014	Claims	2	88703	ACTNOW INC	2,468.40	FD SEC. TEMP WK ENDING 9/13/2014; FD TEMP SECRETARY - WK ENDING 09/06/14; FD TEMP SEC WK ENDING 09/20/2014
5975	10/13/2014	Claims	2	88704	ADVANCED TRAVEL EXP. FUND	346.70	REIMBURSEMENT CORRECTION; REIMBURSE ATR #1103; HEALTHY WORKSITE SUMMIT - LOPEZ
5976	10/13/2014	Claims	2	88705	ALERT ALL CORP	151.34	FIRE PREVENTION/EDUCATION MATERIALS
5977	10/13/2014	Claims	2	88706	AM SAN	126.93	LINERS
5978	10/13/2014	Claims	2	88707	ASSOCIATION OF WA CITIES	45.00	AWC 2014 REGIONAL MEETING
5979	10/13/2014	Claims	2	88708	MICHAEL BAILEY	1,105.69	BUDGET WORKSHOPS
5980	10/13/2014	Claims	2	88709	BASIN DISPOSAL OF YAKIMA LLC	75,578.01	GA/RCY - 09/2014
5981	10/13/2014	Claims	2	88710	BERGEN SCREEN PRINT	148.23	POLO SHIRTS-PANATTONI, MATUS, RODRIGUEZ
5982	10/13/2014	Claims	2	88711	BISHOP RED ROCK INC	1,740.84	SANDING MATERIAL; SANDING MATERIAL
5983	10/13/2014	Claims	2	88712	BLUMENTHAL UNIFORMS &	317.39	NAME PLATES & SERVICE BARS-MCKINLEY, KELLOGG, VANICEK-CREDIT, WORKING WRONG COLOR; EXCHANGE SHIRT, RESEW PATCHES ON SHIRT-VANICEK; NAME PLATES & SERVING SINCE BARS-KELLOGG, MCKINLEY, VANICEK; RESEW EM
5984	10/13/2014	Claims	2	88713	CRAIG G BUNTING	100.00	BOOT REIMBURSEMENT
5985	10/13/2014	Claims	2	88714	BURROWS TRACTOR COMPANY	1,173.01	AIR FILTER, SPARK BPMR, FUE FILTER, CLOL BLADE; NYLOC, LOCK; RIGHT OF WAY MOWER
5986	10/13/2014	Claims	2	88715	CANON FINACIAL SERVICES	313.66	PD COPIER LEASE 9/1/14-9/30/14
5987	10/13/2014	Claims	2	88716	CANON SOLUTIONS AMERICA	144.30	PD COPIER MAINTENANCE 08/02/14
5988	10/13/2014	Claims	2	88717	CAREY MOTORS	19.41	EXTRA KEYS MADE-VEHICLE #2; VEHICLE SERVICE #2-LEFT REAR TIRE REPAIR (AIR LEAK) & REPROGRAM CONTROL MODULE
5989	10/13/2014	Claims	2	88718	CASCADE ANALYTICAL INC	525.77	WATER/ WASTEWATER SAMPLING
5990	10/13/2014	Claims	2	88719	CASCADE NATURAL GAS CORP	64.76	107 W AHTANUM -8/14; 3007 2ND ST-8/14
5991	10/13/2014	Claims	2	88720	CASCADE VALLEY LUBE	36.09	BASIC SERVICE ON CODE ENFOCEMENT VEHICLE

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5992	10/13/2014	Claims	2	88721	CASH & CARRY	211.53	SR CTR BAZAR
5993	10/13/2014	Claims	2	88722	CDW GOVERNMENT INC	188.88	PD SECTOR PAPER
5994	10/13/2014	Claims	2	88723	CENTRAL VALLEY GLASS INC.	25.97	GLAZING TAPE
5995	10/13/2014	Claims	2	88724	CENTURY LINK - LD	10.66	CH LONG DISTANCE - 9/2014
5996	10/13/2014	Claims	2	88725	CENTURY LINK	1,095.46	PD PHONES AUGUST 2014; CH T1-9/2014; AG MUSEUM-9/2014; CH FAX-9/2014; FD HOTLINE-9/14; PRI TRUCK LEGAL-9/2014; PW-09/14; SHOP FAX - 09/2014
5997	10/13/2014	Claims	2	88726	CHARTER COMMUNICATIONS	306.98	INTERNET SVC - 10/2014
5998	10/13/2014	Claims	2	88727	CI SHRED	37.80	PD SHREDDING AUGUST 2014
5999	10/13/2014	Claims	2	88728	CINTAS CORP #605	873.59	FIRE DEPT UNIFORM CLEANING; FIRE DEPT UNIFORM CLEANING; CH MAT SERVICE & SC MOP & MAT SERVICE; FIRE DEPT UNIFORM CLEANING; REVERSE DUPLICATE PAYMENT; FIRE DEPT UNIFORM CLEANING; CH MAT SERVICE; SC MOP
6000	10/13/2014	Claims	2	88729	CLASSIC CAR WASH	80.00	PD CAR WASHES-AUGUST 2014
6001	10/13/2014	Claims	2	88730	CORALIE'S PROFESSIONAL	6.49	UNIFORM REPAIR-SEW ON SGT STRIPESMCKINLEY
6002	10/13/2014	Claims	2	88731	CORROSION X NORTHWEST	52.02	AEROSOL, SLIP SHIELD
6003	10/13/2014	Claims	2	88732	JOHN CRIMIN	35.00	HEARING AID BATTERIES
6004	10/13/2014	Claims	2	88733	CULLIGAN YAKIMA, WA	27.03	COMM DEV/PW - 10/2014
6005	10/13/2014	Claims	2	88734	CUMMINS NORTHWEST INC	355.89	ACTIVE FAULT CODE & OIL LEAK
6006	10/13/2014	Claims	2	88735	DAY WIRELESS	1,064.89	NTN9858 BATTERIES FOR XTS2500
6007	10/13/2014	Claims	2	88736	DIVCO INC	953.44	COMMERCIAL HVAC-107 W AHTANUM (9/2014-2/2014); 4TH QTR 2014 MAINTENANCE AGREEMENT
6008	10/13/2014	Claims	2	88737	FEDERAL EXPRESS CORP	7.86	SHIPPING CHARGES
6009	10/13/2014	Claims	2	88738	FIRESTONE TIRE & SERVICE CTRS	551.57	VEHICLE SERVICE #9 NEW TIRES
6010	10/13/2014	Claims	2	88739	FOWLER COMPANY HD	1,641.64	QUICK JOINT; REPAIR CLAMPS, CONTROLLER, BUSHINGS, COUPLING; ACCOUNT CREDIT
6011	10/13/2014	Claims	2	88740	FRANKS OK TIRE STORE	659.37	225/75R15 GREM STR EPLY; GOODYEAR FUELAX, TRUCK DMT & MT OFF, TRICK WHEEL SWITCH FOR TRK # 2012
6012	10/13/2014	Claims	2	88741	FUTURE LINK COMMUNICATIONS	102.70	PUBLIC WORKS RECEIVING ISSUES- POINT TO POINT DOWN-TELCOM

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6013	10/13/2014	Claims	2	88742	GAP AUTO PARTS	84.24	SEALED BEAMS, LAMPS, FLASHERS & FUSES-PATROL VEHICLES; BLADES FOR TRK # 1011
6014	10/13/2014	Claims	2	88743	GE CAPITAL	1,234.97	KYOCERA TASKALFA 6500 - 08/14 - 10/14
6015	10/13/2014	Claims	2	88744	GEARJAMMER	2,187.31	PD FUEL SEPT 1-15, 2014
6016	10/13/2014	Claims	2	88745	GENE WEINMANN CONSULTING	543.55	HOUSING REHAB MANAGEMENT - 09/2014
6017	10/13/2014	Claims	2	88746	GILLIHAN LAW OFFICE PLLC	5,700.00	PUBLIC DEFENDER - 09/2014
6018	10/13/2014	Claims	2	88747	GILLILAND LAW FIRM PLLC	670.00	CONFLICT ATTORNEY-42050; 3z0568237; CONFLICT ATTORNEY-42499; 2z0541638; CONFLICT ATTORNEY
6019	10/13/2014	Claims	2	88748	BROOKE GOOSMAN	100.00	CONFLICT ATTORNEY
6020	10/13/2014	Claims	2	88749	GREATLAND CORP	166.57	1099 FORMS & W2
6021	10/13/2014	Claims	2	88750	WHEATHERLEE RIVER HEIDE	59.92	Refund Utility Deposit
6022	10/13/2014	Claims	2	88751	HENDO WINDOW TINTING & ACCESSORIES	1,106.87	VEHICLE TINT #4 & BLACK OUT DETECTIVE OFFICE WINDOW
6023	10/13/2014	Claims	2	88752	ZACK HUNSAKER	54.86	Refund Utility Deposit
6024	10/13/2014	Claims	2	88753	IN TOUCH MARKETING	15,068.93	TOURISM ADVERTISEMENT; TOURISM MANAGEMENT/PROMOTER-09/2014
6025	10/13/2014	Claims	2	88754	INDEPENDENT WATER SERVICE INC	11.36	CH WATER & COOLER RENTAL -9/2014
6026	10/13/2014	Claims	2	88755	INTEGRA TELECOM	2,349.38	FIRE STA 85-8/14; PD PHONES 09/03/14-10/02/14; CH-8/14
6027	10/13/2014	Claims	2	88756	JOHNSON'S AUTO GLASS	27.00	WINDSHIELD SPOT REMOVER
6028	10/13/2014	Claims	2	88757	KAZ TROPHIES & KAZUALS	24.32	PASSPORT TAGS
6029	10/13/2014	Claims	2	88758	LASERTECH NORTHWEST	105.89	BLACK TONER FOR OKI
6030	10/13/2014	Claims	2	88759	LEGAL COURIERS INC	30.00	COURIER SVC - 10/2014
6031	10/13/2014	Claims	2	88760	LIFE-ASSIST INC	440.06	MEDICAL SUPPLIES; MEDICAL SUPPLIES; PARAMEDIC SHEARS
6032	10/13/2014	Claims	2	88761	LOWES COMPANY INC	804.71	HM 1CT 16MM-2.00XX1M ALLTH; DURACELL; ENGRAVER, KOBALT 11 PC; DUCT TAPE, DRIVE NAIL, CORN IRON; SCREWDRIVER; FOAM SEAL; DURACELL; PIONEER GRAVE YARD SUPPLIES; PUSHBROOM; KOBALT TOOL SETS; SUCTIONSEAL;
6033	10/13/2014	Claims	2	88762	MORTON & SONS	725.09	16 MEDIUM BARK
6034	10/13/2014	Claims	2	88763	MORTON'S SUPPLY	146.15	THREAD, HEX NUT, FLAT WASHER; COUPLING, RED BUSH, NIPPLE, VALVE; REC TUBE, CUTTING, THREADING, BANDING
6035	10/13/2014	Claims	2	88764	NATIONAL FIRE PROTECTION ASSN	899.95	FIRE PREVENTION MATERIALS
6036	10/13/2014	Claims	2	88765	NATIONAL SAFETY INC	283.32	MSA ALTAIR 4 GAS MIX

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6037	10/13/2014	Claims	2	88766	NORTHWEST SAFETY CLEAN	672.04	TURNOUT REPAIR/CLEANING (CHARTERS); TURNOUT REPAIR & CLEAN-QUANTRILLE
6038	10/13/2014	Claims	2	88767	OFFICE DEPOT	219.40	OFFICE SUPPLY RETURN-SCREEN FILTER; PD OFFICE SUPPLIES-PAPER, PENS, USB, NOTEBOOKS, ENVELOPE SEALER, CLIPBOARDS, CRAYONS; PD SUPPLIES-CLIPBOARDS & DRY BOARD CLEANER; WIRELESS KEYBOARD
6039	10/13/2014	Claims	2	88768	OFFICE DEPOT	995.99	PRINTER, INK; BLADES, CALCULATORS, ADDING MACHINE, SHARPENER, TRIMMER; CLOCK, INK, STAPLES, BATTERIES, INK, TAPE; SIGNATURE STAMP, PENS & POST IT'S; NOTE PADS, POST ITS, PENS ETC
6040	10/13/2014	Claims	2	88769	OFFICE SOLUTIONS NORTHWEST	234.37	CARTRIDGE TAPE RETURNED; FILE FOLDERS; INK CTG'S & FASTNERS; PEN REFILLS & CORRECTION LIQUID; INK CTG'S
6041	10/13/2014	Claims	2	88770	ONE CALL CONCEPTS INC	51.48	UTILITY LOCATES - 09/2014
6042	10/13/2014	Claims	2	88771	RODNEY G OTTERNESS	345.04	AWC PRIMA WORKSHOP MILEAGE; HEALTHY WORKSITE SUMMIT MILEAGE
6043	10/13/2014	Claims	2	88772	PACIFIC POWER	24,265.64	AG MUSEUM -8/2014; AREA LIGHTS - 09/2014; TRAFFIC LIGHTS-09/2014; STREETLIGHTS - 09/14; LIFT STATION - 09/2014; CH - 09/2014; WELLS - 09/2014
6044	10/13/2014	Claims	2	88773	PRINT GUYS INC	53.24	BUSINESS CARDS-JASON CAVANAUGH
6045	10/13/2014	Claims	2	88774	R N R FENCING	221.02	GRAVEYARD FENCE; PIONEER GRAVEYARD FENCING
6046	10/13/2014	Claims	2	88775	AMBER E RADKE	12.49	CAKE REIMBURSEMENT
6047	10/13/2014	Claims	2	88776	REPUBLIC PUBLISHING CO	615.49	OFFICER JOB LISTING; NTC OF SIX YR TRANS PUBLIC HEARING
6048	10/13/2014	Claims	2	88777	BRIANNA V SCHELHAMMER	12.49	CAKE REIMBURSEMENT
6049	10/13/2014	Claims	2	88778	WILLIAM SCHULER III	400.00	CONFLICT ATTORNEY
6050	10/13/2014	Claims	2	88779	SENSKE	108.05	PEST CONTROL-STA 85
6051	10/13/2014	Claims	2	88780	SPRINT ACCT #929468397	81.98	SR CTR - 09/2014
6052	10/13/2014	Claims	2	88781	T-MOBILE	2.98	OVERPAYMENT REFUND
6053	10/13/2014	Claims	2	88782	TI SHARED SERVICES INC	794.71	SUN MARKETPLACE ADVERTISEMENT
6054	10/13/2014	Claims	2	88783	TRACE ANALYTICS INC	180.00	ANALYSIS COMPRESSED BREATHING AIR
6055	10/13/2014	Claims	2	88784	TRI-CITY HERALD	537.00	POLICE OFFICER ENTRY LEVEL POSITION
6056	10/13/2014	Claims	2	88785	TTC CONSTRUCTION, INC.	950.26	Refund Utility Deposit

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6057	10/13/2014	Claims	2	88786	UNION GAP WATER FUND & SEWER	805.32	3007 2ND STREET-SEPT 2014; 107 W AHTANUM-SEPT 2014; CH - 09/2014
6058	10/13/2014	Claims	2	88787	UNION GAP	264.62	WATER, BATTERIES & MEMORY CARDS; YVCOG MEETING - DO, DS & MC; BUDGET WORKSHOP SUPPLIES; FLU SHOT SNACKS
6059	10/13/2014	Claims	2	88788	UNITED BUSINESS MACHINES	63.80	KM-3050 COPIER LEASE - 9/2014
6060	10/13/2014	Claims	2	88789	UNITED PARCEL SERVICE	92.99	PD SHIPPING; FD SHIPPING CHARGES
6061	10/13/2014	Claims	2	88790	UNUM LIFE INSURANCE	137.40	LEOFF 1 LONG TERM CARE - 10/2014
6062	10/13/2014	Claims	2	88791	US BANK CARDMEMBER SVC	2,984.39	FOOD FOR INMATE WORKER-SALSITAS; VEHICLE SERVICE #22-WINDSHIELD WATERSPOT REMOVAL & WAX; MEALS FOR HELPERS DURING NEW OFFICER PHYSICAL FITNESS TESTING; SWAT ARMBOARD; LATE FEE - 09/2014; FD CHIEF MEET
6063	10/13/2014	Claims	2	88792	VERIZON WIRELESS	923.16	PD MDT MODEMS AUG 14-SEPT 13, 2014
6064	10/13/2014	Claims	2	88793	WA STATE DEP OF LICENSING	39.00	CONCEALED PISTOL LICENSE
6065	10/13/2014	Claims	2	88794	WA STATE DEPT OF COMMERCE	39,563.75	FULLBRIGHT RESERVOIR & INTERTIE
6066	10/13/2014	Claims	2	88795	WA STATE PATROL	1,065.00	ACCESS USER FEE JULY 2014-SEPTEMBER 2014
6067	10/13/2014	Claims	2	88796	WA STATE TREASURER	34,598.97	CJRS-08/2014; CJRS-09/2014
6068	10/13/2014	Claims	2	88797	YAKIMA CO DEPT OF CORRECTIONS	6,394.53	JAIL BILLING AUGUST 2014
6069	10/13/2014	Claims	2	88798	YAKIMA CO DISTRICT COURT	28,815.42	COURT OPERATIONS-10/2014
6070	10/13/2014	Claims	2	88799	YAKIMA CO TREAS PROSECUTING	663.79	CVC - 08/2014; CVC-09/2014
6071	10/13/2014	Claims	2	88800	YAKIMA COOPERATIVE ASSN	749.36	FIRE DEPT GAS CHARGES-AUG 2014
6072	10/13/2014	Claims	2	88801	YAKIMA NETWORKING	1,966.81	BLD/PLN; CENT SVC; NAS BOX INSTALL & CONFIGURATION; ANTI VIRUS SVC, SERVER MONITORING & BACKUP SVC - 10/2014
6073	10/08/2014	Claims	2	88802	ED BOTTINO	105.80	OVERPAYMENT REFUND
6074	10/08/2014	Claims	2	88803	JASON G CAVANAUGH	34.82	WACE CONFERENCE MEAL REIMBURSEMENT

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6075	10/08/2014	Claims	2	88804	US BANK CARDMEMBER SVC	317.49	ICICLE INN-WA ASSOC OF CODE ENFORCEMENT~J. CAVANAUGH
6076	10/13/2014	Claims	2	88805	JOHN CRIMIN	104.90	LEOFF 1 MEDICARE - 10/2014
6077	10/13/2014	Claims	2	88806	U-HAUL MOVING & STORAGE	422.85	STORAGE - 10/2014
						001 Current Expense Fund	112,440.36
						101 Street Fund	16,132.45
						107 Convention Center Reserve Fund	6,268.64
						108 Tourism Promotion Area Fund	10,113.64
						114 Seniors Activity Fund	211.53
						123 Criminal Justice Fund	2,247.26
						128 Transit System Fund	148.64
						131 Drug Seizure Forfeiture Fund	43.15
						170 Housing Rehabilitation Fund	543.55
						401 Water Fund	10,676.29
						402 Garbage Fund	76,266.34
						403 Sewer Fund	2,919.33
						404 Water/Sewer Improvement Reserve	39,563.75
						414 Water Deposits	1,065.04
						Claims:	278,639.97
						* Transaction Has Mixed Revenue And Expense Accounts	278,639.97

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

Certified By: _____ Date: _____

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

COMMUNICATIONS/ QUESTIONS/COMMENTS

Donations Needed

"For it is in giving that we receive"

~ Francis of Assisi

Please consider a monetary donation to help make this skatepark a reality!

If you are interested in donating it will be much appreciated by everyone involved in this project - especially the children who will have the opportunity to enjoy the skatepark for years to come.



Union Gap Lions Club President Patsy Roy presents Deputy Mayor Dave Maason with a check to help fund a new skatepark.



UNION GAP CITY HALL

107 W. AHTANUM ROAD

P.O. BOX 3008

UNION GAP, WA 98903

Phone: 509.248.0432

Fax: 509.457.9607

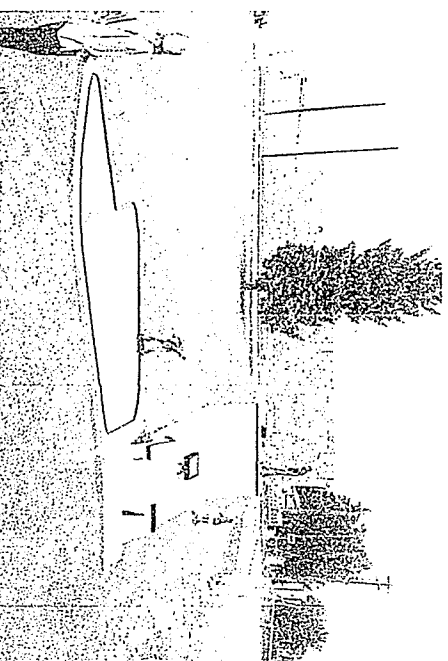
Website: www.cityofuniongap.com

E-mail: rotterness@cityofuniongap.com

City of Union Gap

Proposed Skatepark

Cahalan Park



Preliminary design of the proposed skatepark. Cahalan Park is located at South 18th Street & East Washington Avenue

City of Union Gap

Kids need an outlet for physical and emotional energy so they can grow up to be productive adults.

A number of students from Union Gap School attended a City Council meeting and voiced their desire to have a skatepark in Union Gap.

The City Council committed \$50,000 towards this project and donations are coming in.

The City received a \$7,500 grant from the Tony Hawk Foundation.

The total cost of the project is \$145,000.

