

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 28, 2016 – 6:00 P.M.
CITY HALL ANNEX, 3103 2ND STREET, UNION GAP

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

A. Approval of Minutes:

Regular Council Meeting Minutes, dated March 14 2016, as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claims Vouchers – EFT's, and Voucher Nos. 92044 through 92144 for March 28, 2016, in the amount of \$199,441.93

III. ITEMS FROM THE AUDIENCE: - First Opportunity -The City Council will allow comments under this section on items NOT already on the agenda. Where appropriate, the public will be allowed to comment on agenda items as they are addressed during the meeting. Please signal staff or the chair if you wish to take advantage of this opportunity. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record

IV. GENERAL ITEMS

Public Hearing

CDBG Planning Only Grant

Public Works/Community Development

Resolution No. _____ - CDBG Planning Only Grant

City Manager

1. Appointment of Interim City Manager
2. City Manager Recruitment Process – Diana Welch

Finance & Administration

Presentation – Yakima Valley Tourism 2015 Annual Report

Police Department

Resolution No. _____ - Memorandum of Agreement – La Salle High School – Firearms Training

Public Works/Community Development

1. Resolution No. _____ - ARC Professional Services Contract – City Center Complex
2. Resolution No. _____ - Department of Ecology Amendment No. 2 - Main Street Stormwater Improvements Project Grant
3. Report –Yakima Valley Libraries March 15, 2016 Informational Meeting
4. Fire Code Enforcement Ordinance Review

City Council

Resolution No. _____ - Restricting Number of Council Members Traveling to Conferences and Meetings

City Mayor

1. Resolution No. _____ - Censure of Council Member Olson
2. Resolution No. _____ - Censure of Council Member Schilling

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

VI. CITY MANAGER REPORT

VII. COMMUNICATIONS/QUESTIONS/COMMENTS

VIII. DEVELOPMENT OF NEXT AGENDA

IX. ANY OTHER BUSINESS

X. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date: March 28, 2016
From: David Spurlock, Dep. Director of Public Works & Community Development
Topic/Issue: Public Hearing –CDBG Planning Only Grant

SYNOPSIS: The City with the help of Yakima Valley Conference of Governments is applying for a CDBG Planning Only Grant to assist with the update of the City's Park Plan and Comprehensive Plan. The City is required to hold a Public Hearing regarding the proposed application prior to submitting.

RECOMMENDATION: Hold Public Hearing

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Planning Only Grant Application Budget
2. Public Hearing Notice –English
3. Public Hearing Notice- Spanish

BUDGET FORM AND INSTRUCTIONS

There are two budget components in this application:

- 1) Budget Assumptions, below
- 2) Project Budget Form, on the next page

BUDGET ASSUMPTIONS INSTRUCTIONS

There is no specific format for providing the budget assumptions, but they are an important element of your application and should clearly correspond with the amounts listed in budget forms. This is your opportunity to demonstrate you have clearly thought through all financial aspects of the project and have solid rationale for the administration and project costs and the need for CDBG investment to make the project successful.

Tell us how you built the budget, explaining how you derived costs for each activity cost of the budget form. Your assumptions should include:

- How this budget is reasonable and appropriate considering the scope, substance, and duration of the proposed project.
- The basis and the assumptions behind the activity cost calculations. Be detailed and specific.
- Detail on any equipment purchases using CDBG funds over \$300.
- Source documentation of the costs, such as an engineer's preliminary cost estimate. If lengthy, these documents can be referenced and included as an attachment in the application.

PROVIDE THOROUGH BUDGET ASSUMPTIONS FOR EACH ACTIVITY COST

Add pages as needed to complete your assumptions.

The budget was built using YVCOG's hourly billing rate for the Senior Planner and GIS Manager positions, multiplied by the estimated hours needed to complete the tasks outlined in the Work Plan. Billing rates include salaries, wages, and benefits. Project-related expenses include copying, mailing, and travel costs (travel to attend staff and public meetings in Union Gap). The budgeted amount of \$24,000 is comparable to the cost of parks plan and comprehensive plan update assistance that YVCOG has provided for other Yakima County small cities. Because the City of Union Gap pays an assessment to YVCOG for its services as the lead agency of the Yakima Valley Regional Transportation Planning Organization, YVCOG is able to provide the Transportation Element portion of the City's Comprehensive Plan update (cost estimated at \$4,070) for no added cost to Union Gap or the grant request. YVCOG's administrative costs (cost estimated at \$4,620) for the projects will be paid by the City of Union Gap. Time estimates assume interaction with Union Gap staff and receipt of any needed materials or information from Union Gap staff in a timely fashion.

The City believes that the proposed budget for the GMA Periodic Update is reasonable for the scope, substance, and duration of this project. A preliminary budget for the project and source documentation of the costs are attached. City staff will be involved in the parks plan and comprehensive plan updates, but staff time will be considered incidental to their regular duties.

PROJECT BUDGET

Use a second copy of this form if you have more than 4 funding sources

Funding Status	Source 1	Source 2	Source 3	Source 4	Totals*
Are the sources committed? If not, give a date when commitment expected.	CDBG	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No City of Union Gap	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No YVCOG	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Activity Costs					
General Administration - <i>POG cannot pay for this.</i>		\$4,620			\$4,620
Planning Activities					
Personnel – Staff time conducting planning activities					
Professional Services	\$20,030		\$4,070		\$24,100
Project Related Expenses	\$200				\$200
Other:					
Other:					
Totals*	\$20,230	\$4,620	\$4,070		\$28,920

***Make sure these totals match the item # 11 on the Project Summary Sheet.**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Union Gap City Council in the Union Gap City Council Chambers, 3103 S. 2nd Street, Union Gap, WA 98903, on March 28, 2016 at 6:00p.m.

The purpose of the public hearing is to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities, particularly from lower income persons. Up to \$24,000 may be available to the City of Union Gap to fund a planning project that principally benefits low- and moderate- income persons.

An outline of the proposed project will be available for review at the Union Gap City Hall, March 14-March 24, 2016, 7:00 am-6:00 pm Monday-Thursday. The City is considering submitting a CDBG Planning Only Grant application for the purpose of updating the city's Parks and Recreation Plan and portions of the city's Comprehensive Plan. Comments may also be submitted in writing to the City, up to 6:00 p.m., March 24, 2016.

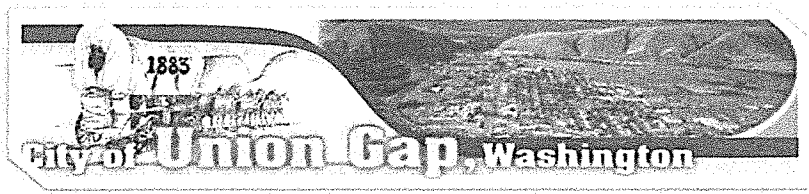
A Spanish interpreter will be available. The City Council Chambers is handicap accessible. Additional arrangements to reasonably accommodate special needs will be made upon receiving 24-hour advance notice. Contact Karen Clifton, City Clerk at (509) 248-0432, City Hall, Union Gap, WA.

POR LA PRESENTE SE NOTIFICA que se llevará a cabo una audiencia pública por el Union Gap City Council (Consejo Municipal de Union Gap) en la Cámara del Union Gap City Council, 3103 S. 2nd Street, Union Gap, WA 98903, el 28 de marzo de 2016, a las 6:00 p.m.

El propósito de la audiencia pública es repasar las necesidades de desarrollo y vivienda de la comunidad, informar a los ciudadanos acerca de la disponibilidad de fondos y usos elegibles de la Subvención Global de Desarrollo Comunitario (CDBG, por sus siglas en inglés), y recibir comentarios sobre las actividades propuestas, particularmente de las personas de ingresos más bajos. Hasta \$24,000, pueden estar disponibles a la Ciudad de Union Gap para financiar un proyecto de planificación que beneficie principalmente a personas de ingresos bajos o moderados.

Estará disponible un borrador del proyecto propuesto para su revisión en el Union Gap City Hall (Ayuntamiento de Union Gap), del 14 de marzo al 24 de marzo de 2016, de 7:00 a.m. hasta las 6:00 p.m., de lunes a jueves diariamente. La Ciudad está considerando presentar una solicitud de Subvención de Planificación Solamente CDBG, con el propósito de actualizar el Plan de Parques y Recreación de la ciudad y porciones del Plan Comprensivo de la ciudad. También pueden presentarse comentarios por escrito a la Ciudad, hasta las 6:00 p.m., el 24 de marzo de 2016.

Estará disponible un intérprete de español. La Cámara del Consejo Municipal tiene acceso para incapacitados. Se harán arreglos adicionales para acomodar razonablemente las necesidades especiales al recibir una notificación con una anticipación de 24 horas. Comuníquese con Karen Clifton, Oficinista de la Ciudad por el (509) 248-0432, Ayuntamiento, Union Gap, WA.



City Council Communication

Meeting Date: March 28, 2016
From: David Spurlock, Dep. Director of Public Works & Community Development
Topic/Issue: Resolution – Authorizing application for CDBG Planning Only Grant

SYNOPSIS: On March 28, 2016 the City of Union Gap did hold a Public Hearing to take comment on the application for a CDBG Planning Only Grant. The purpose of the Planning Only Grant is to assist the City in its update of the Park Plan

RECOMMENDATION: Adopt a resolution authorizing application for CDBG Planning Only Grant

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

WHEREAS, City of Union Gap is authorized to apply to the state Department of Commerce for a Community Development Block Grant (CDBG); and

WHEREAS, City of Union Gap has identified a community development and housing priority need for which to seek CDBG funding; and

WHEREAS, it is necessary certain conditions be met to receive CDBG funds;

NOW, THEREFORE, be it resolved that the City of Union Gap authorizes submission of this CDBG application to the state Department of Commerce to request \$ 24,000 to update the Union Gap Parks Plan and provide data collection and mapping for the City's Comprehensive Plan update; and certifies that, if funded, it:

Will comply with applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable state and federal laws;

Has provided and will provide opportunities for citizen participation that satisfy the CDBG requirements of 24 CFR 570.486;

Will not use assessments against properties owned and occupied by low- and moderate-income persons or charge user fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner-occupants;

Has established or will establish a plan to minimize displacement as a result of activities assisted with CDBG funds; and assist persons actually displaced as a result of such activities, as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

Will conduct and administer its program in conformance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act; and will affirmatively further fair housing (Title VIII of the Civil Rights Act of 1968); and

Has adopted (or will adopt) and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and has adopted (or will adopt) and implement a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstration within its jurisdiction, in accordance with Section 104(1) of the Title I of the Housing and Community Development Act or 1974, as amended; and

City of Union Gap designates the City Manager as the authorized Chief Administrative Official and the authorized representative to act in all official matters in connection with this application and City of Union Gap's participation in the State of Washington CDBG Program.

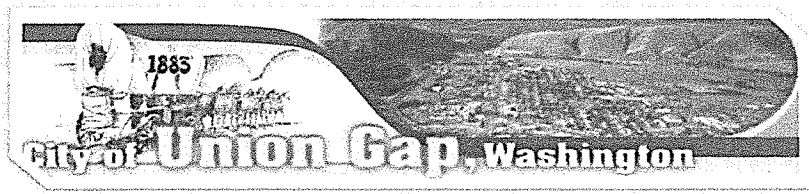
PASSED this 28th day of March, 2016.

Roger Wentz, City Mayor

ATTEST:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: March 28, 2016
From: Rod Otterness, City Manager
Topic/Issue: Appointment of Interim City Manager

SYNOPSIS: The position of City Manager will be vacant effective April 15.

RECOMMENDATION: Appoint Police Chief Greg Cobb Interim City Manager with \$1000 per month salary increase while acting in this capacity.

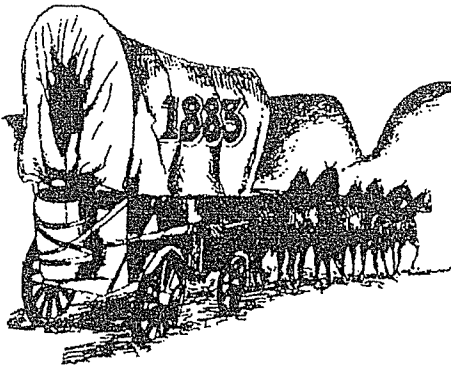
LEGAL REVIEW: N/A

FINANCIAL REVIEW: The salary of the Police Chief/Interim City Manager position will be divided equally between the Police Department and the Executive Department.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Letter of resignation



City of Union Gap

"The Old Town with New Ideas"

www.ci.union-gap.wa.us

OFFICE OF CITY MANAGER

March 16, 2016

Mayor Roger Wentz
City of Union Gap
107 W. Ahtanum Rd.
Union Gap, WA 98903

Re: letter of resignation

Dear Mayor Wentz:

Pursuant to the terms of my employment contract, this letter is to provide 30 days notice of my resignation from the position of City Manager for the City of Union Gap.

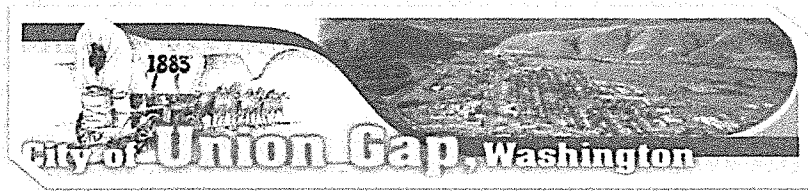
I take this opportunity to thank you for the opportunity to serve this wonderful city. I would also like to thank all the great employees who make this city run. I note in particular the work of Finance and Administration Director Karen Clifton, Police Chief Greg Cobb, and Public Works and Community Development Director Dennis Henne. What success I have had in my capacity as City Manager is wholly due to their leadership and support. The city is fortunate to have such committed employees.

I look forward to visiting Union Gap in the years ahead during vacations and after my retirement to see the continued progress that is the certain future of this city. Thank you, again.

Sincerely,

Rodney Otterness
City Manager

cc. Council Members
Karen Clifton
Greg Cobb
Dennis Henne



City Council Communication

Meeting Date: March 28, 2016
From: Rod Otterness, City Manager
Topic/Issue: City Manager Recruitment Process

SYNOPSIS: Diana Welch, Human Resources & Management Solutions, has worked as the city's HR consultant for three years and is knowledgeable about personnel matters.

RECOMMENDATION: Hire Diana Welch to facilitate the City Manager recruitment process.

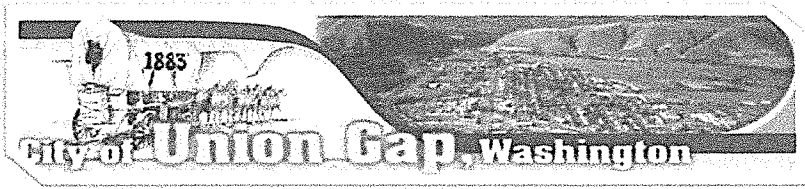
LEGAL REVIEW: N/A

FINANCIAL REVIEW: Professional services are included in the legislative budget. Cost of this service is \$120 per hour.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: March 28, 2016
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Presentation – Yakima Valley Tourism 2015 Annual Report

SYNOPSIS: A representative of Yakima Valley Tourism will present their 2015 Annual Report.

RECOMMENDATION: Information only.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: March 28, 2016

From: Gregory Cobb, Chief of Police

Topic / Issue: Resolution – Memorandum of Agreement - La Salle High School – Firearms Training

SYNOPSIS: La Salle High School has determined that arming certain school staff will be one component in an effective response to a hostile event on campus should it occur. State law allows the School to do this as long as certain criteria are met. If approved, the Police Department will assist in the training of school staff.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign the MOA with La Salle High School for firearms training of school staff.

LEGAL REVIEW: Memorandum of Agreement prepared by City Attorney

FINANCIAL REVIEW:

BACKGROUND INFORMATION: The Police Department and La Salle High School have been working together for several years to insure a proper response to a hostile event at the school. The School is interested in arming staff members to bridge the period of time between the onset of the hostile event and arrival of the Police. La Salle has requested the assistance of the Police Department to provide the training.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Memorandum of Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Memorandum of Agreement with La Salle High School for firearms training.

WHEREAS, La Salle High School has determined that arming certain school staff will be one component in an effective response to a hostile event on campus should it occur;

WHEREAS, State law allows the school to do this as long as certain criteria are met;

WHEREAS, The Police Department is willing to assist in the firearms training of school staff.

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

That the City Manager is authorized to sign a Memorandum of Agreement with La Salle High School to provide firearms training to school staff;

PASSED this 28th day of March, 2016.

Roger Wentz, City Mayor

ATTEST:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

**MEMORANDUM OF AGREEMENT
BETWEEN CITY OF UNION GAP
AND LA SALLE HIGH SCHOOL
FOR TRAINING SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2016, by and between the CITY OF UNION GAP, a municipal corporation, hereinafter called "City" and LA SALLE HIGH SCHOOL, hereinafter called "School".

WHEREAS, the School has a need to have trained security officers carry firearms on school premises; and

WHEREAS, the Revised Code of Washington 9.41.280.3(b) only allows school personnel engaged in security activities to carry a firearm on school premises if he or she has successfully completed training in the use of firearms or such devices described in RCW 9.41.280 equivalent to the training received by commissioned law enforcement officers; and

WHEREAS, City under the direction of the Police Chief has the resources, experience and authority to provide the required firearms and use of force training to School security personnel;

WHEREAS, the School desires to engage the City Police Department to provide the training required per RCW 9.41.2803(b);

NOW THEREFORE,

BE IT AGREED by and between the parties as follows:

(1) Training Services.

- a. The City's Police Department will provide training to School security personnel equivalent to training to that of a commissioned police officer. The training will include: use of force, firearms care and maintenance, firearms live fire training and weapon retention.
- b. The instruction and training will occur at a time and location that best meets the needs of the City instructors.

(2) School Responsibilities.

- a. School security personnel must have right to possess a firearm and obtain a concealed pistol license prior to training
- b. School, specifically, La Salle High School will provide all equipment for their personnel including but not limited to firearms, ammunition, holsters, etc.
- c. School provided equipment will have to be of modern design and approved for used by the City's Police Department firearms instructor and School administration
- d. School will make their designated school security personnel available for annual qualifications of at least three qualifications per year.
- e. School will have in place a armed school security officer policy prior to any training

- (3) **Term.** This Agreement shall be effective upon execution by the parties and shall remain in effect through December 31, 2026, unless earlier terminated pursuant to the terms of this Agreement or extended by written amendment.
- (4) **Termination and Notice of Termination.** This Agreement is terminable by either party without cause if such party provides 30 days written notice of intent to terminate. Any such notice from the School must be sent to the City's Police Chief and any such notice from the City must be received by the Principal of the School.
- (5) **Waiver of Binding Arbitration.** Provided that this Agreement is not earlier terminated pursuant to the terms stated above, this Agreement will expire on December 31, 2026, unless a written renewal Agreement is executed prior to such date. The City and the School waive and release any right to invoke binding arbitration under RCW 3.62.070, 35.20.010, 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.
- (6) **Indemnification Regarding Training.** The School agrees that the City does not assume any liability or responsibility for or release the School from any liability or responsibility which arises in whole or in part from the training provided by the City or the implementation of the training including use of force by School personnel under this agreement or the existence or effect of School ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any School ordinance, rule, regulation, policy or procedure is at issue, the School shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the School, or both, the School shall satisfy the same, including all chargeable costs and attorney fees. This provision shall survive the termination of this Agreement.
- (7) **General Indemnification.** The City and the School each agree to defend and indemnify the other and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor or indemnitor. The indemnitor waives its immunity under Title 51 of the Revised Code of Washington solely for the purpose of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.
- (8) **Captions.** The paragraph and subsection captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.
- (9) **Entire Agreement.** This Agreement contains the entire Agreement and understanding of the parties with respect to the subject matter hereof.

- (10) **Governing Law.** This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties agree that such action shall be brought in a court of competent jurisdiction situated in Yakima County, Washington.
- (11) **No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.
- (12) **Amendment or Waiver.** This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City and the School. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year herein above mentioned.

Date: _____

Date: _____

CITY OF UNION GAP

LA SALLE HIGH SCHOOL

Rodney Otterness, City Manager

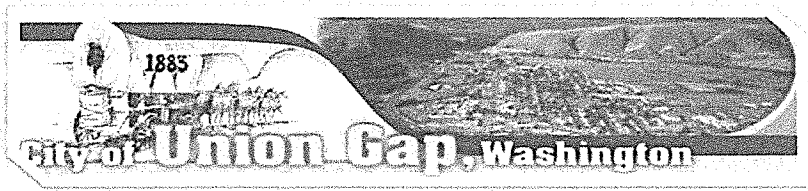
Tim McGree, President

Attest:

Karen Clifton, City Clerk

Approved as to Form:

Bronson Brown, City Attorney



City Council Communication

Meeting Date: March 28, 2016
From: David Spurlock, Dep. Director of Public Works & Community Development
Topic/Issue: Resolution – Authorizing City Manager to sign contract with ARC Architects for City Center Complex

SYNOPSIS: On February 8, 2016 the Council authorized the City Manager to negotiate a contract with ARC Architects. Rex Bond of ARC Architects attended the February 22, 2016 Council Meeting for introductions and discussion.

Staff has worked with ARC Architects and USDA-RD on reviewing the contract. Architectural fees are set at 8.6% of hard construction costs based on State Contract amounts.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign contract with ARC Architects for City Hall Campus

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Contract

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

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

WHEREAS, the City Council on February 8, 2016 authorized negotiation of an Agreement for Professional Services between the City of Union Gap and ARC Architects for architectural and engineering services for the design and construction of the City Center Complex.

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

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

PASSED this 28th day of March, 2016.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

DRAFT AIA® Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« »
« »City of Union Gap
« »3106 South 1st Street
« »Union Gap, WA 98903

and the Architect:
(Name, legal status, address and other information)

« »
« »ARC Architects
« »1101 East Pike Flr 3
« »Seattle WA, 98122

for the following Project:
(Name, location and detailed description)

«Union Gap Civic Center»
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

« »

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

« September 2017 »

.2 Substantial Completion date:

« August 2018 »

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

« \$1 mil / occurrence
\$2 mil / aggregate »

.2 Automobile Liability

« \$1 mil »

.3 Workers' Compensation

« \$1 mil »

.4 Professional Liability

« \$2 mil / occurrence
\$2 mil / aggregate »

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Architect	Exhibit A
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		
§ 4.1.6 Building Information Modeling (E202™–2008)		
§ 4.1.7 Civil engineering	Architect	Exhibit A

§ 4.1.8	Landscape design	Architect	Exhibit A
§ 4.1.9	Architectural Interior Design (B252™-2007)		
§ 4.1.10	Value Analysis (B204™-2007)		
§ 4.1.11	Detailed cost estimating	Architect	Exhibit A
§ 4.1.12	On-site Project Representation (B207™-2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings	Architect	Exhibit A
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™-2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design	Architect	Exhibit A
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)	Architect	Exhibit A
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™-2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)		
	Lighting Design	Architect	Exhibit A
	Survey	Architect	Exhibit A
	Geo-tech / Environmental	Architect	Exhibit A
	Access Control Systems	Architect	Exhibit A
	Acoustic	Architect	Exhibit A
	Supplemental Construction Support	Architect	Exhibit A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

« »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 « forty five » (« 45 ») visits to the site by the Architect over the duration of the Project during construction
- .3 « one » (« 1 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « one » (« 1 ») inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within « thirty » (« 30 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of

determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses

incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable

access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

« Fix Sum of \$552,857 »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Fix Sum of \$268,985 »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

« basis of compensate on an hourly fee »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « ten » percent (« 10 » %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	eighteen»	percent (« 18 »	%)
Design Development Phase	twenty »	percent (« 20 »	%)
Construction Documents Phase	thirty one»	percent (« 31 »	%)
Bidding or Negotiation Phase	« two »	percent (« 2 »	%)
Construction Phase	« twenty seven»	percent (« 27 »	%)
Close Out	two	Percent	2	%
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal	\$180
Project Manager	\$150
Project Architect	\$135
Design Staff	\$85

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus « ten » percent (« 10 » %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« \$10,000 »

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of « zero » (\$ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid « thirty » (« 30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

«Exhibit A »

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

« »

(Printed name and title)

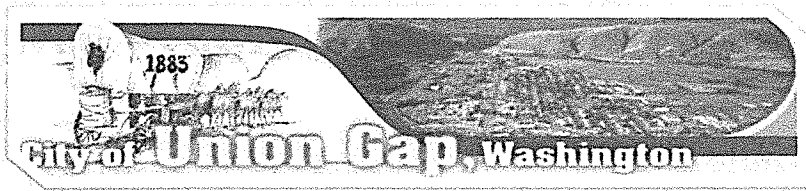
(Signature)

« Rex Bond - Principal »

(Printed name and title)

EXHIBIT A				
UNION GAP CIVIC CENTER				
PROJECT COST ANALYSIS				
				March 9, 2016
MAXIMUM PROJECT COSTS				\$9,000,000
CONSTRUCTION COSTS				
	hard cost		project cost	
CITY HALL AND POLICE	60%		\$9,000,000	
MACC			\$6,428,571	
SOFT COSTS				
	A/E			
Basic Service Consultants	8.6%	of MACC	\$552,857	
architecture				incl - ARC
structural engineering				incl - KPFF
mechanical engineering				incl - FSi
electrical engineering				incl - Stantec
Specialty Consultants				
civil engineer			\$11,000	PLSA
landscape architect			\$74,800	Project Groundwork
cost estimator			\$23,500	Roen
lighting designer - chambers			\$12,870	Stantec
communication - IT			\$26,675	Stantec
acoustic/AV			\$18,000	BRC
traffic			\$0	NA
survey			\$9,350	PLSA
geotech and environmental			\$12,540	GN Northern
commissioning			\$16,500	Fsi
door hardware			\$0	Yadon - free spec writing
access control systems			\$2,750	e3 Solutions
Additional Services				
programming			\$4,000	
supplemental const support			\$27,000	increase frequency to weekly
record as-built documents			\$10,000	
LEED			\$0	NA
Expenses				
reimbursables			\$20,000	estimate

TOTAL A/E			\$821,842	
FFE	5.0%	of MACC	\$321,429	
WSST	8.1%	of MACC	\$520,714	
CONST CONTINGENCY	10.0%	of MACC	\$642,857	
OTHER				
owner's project manager				
contract administration				
traffic impact fees				
utility connection fees				
LEED fees for certification			\$0	NA
testing	1.0%	of MACC	\$64,286	
permits/inspections	3.0%	of MACC	\$192,857	
site survey			\$0	in AE fee
geotech survey			\$0	in AE fee
hazardous materials survey				
bid / const / mylar printing				
TOTAL OTHER			\$257,143	
PROJECT COSTS				\$8,992,556
DELTA				\$7,444



City Council Communication

Meeting Date: March 28, 2016
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution – Department of Ecology Amendment No. 2 - Main Street Stormwater Improvements Project Grant

SYNOPSIS: On July 1, 2013, the City entered into an agreement with the Department of Ecology (DOE) for the 2013-2015 Stormwater Proviso Grant.

DOE has submitted Amendment No. 2, which is needed to close out the project and decrease grant funds based on final eligible project costs.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign Amendment No. 2 to the Main Street Stormwater Improvements Project grant.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. DOE Amendment No. 2 - Main Street Stormwater Improvements Project

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign Amendment No. 2 to the Department of Ecology Grant G1400461 for the Main Street Stormwater Improvements;

WHEREAS, the grant between the Department of Ecology and the City of Union Gap for the Main Street Stormwater Improvements project expired on December 31, 2015;

WHEREAS, the Council wishes to sign DOE's Amendment No. 2, which is needed to close out the project and decrease grant funds based on final eligible project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows: That the City Manager is authorized to sign Amendment No. 2 to the Department of Ecology Grant No. G1400461, which is needed to close out the project and decrease grant funds based on final eligible project costs.

PASSED this 28th day of March, 2016.

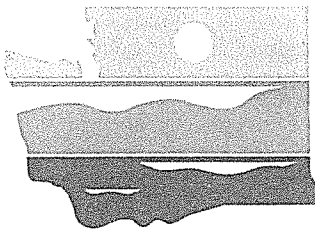
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO.2 [FINAL]

TO

GRANT NO. G1400461

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF UNION GAP

PURPOSE: To amend the Agreement between the state of Washington Department of Ecology, hereinafter referred to as 'DEPARTMENT,' and the City of Union Gap, hereinafter referred to as 'RECIPIENT,' for the Main Street Stormwater Improvements project. This amendment is needed to close out the project and decrease grant funds based on final eligible project cost.

IT IS MUTUALLY AGREED the agreement is amended as follows:

- 1) The original grant amount is decreased by \$65,147.01, from \$495,000.00 to \$429,852.99.

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This Amendment is effective upon the signature date of the DEPARTMENT's Water Quality Program Manager.

IN WITNESS WHEREOF: the parties have signed this Amendment.

State of Washington
Department of Ecology
By

City of Union Gap
By

Signature

Date

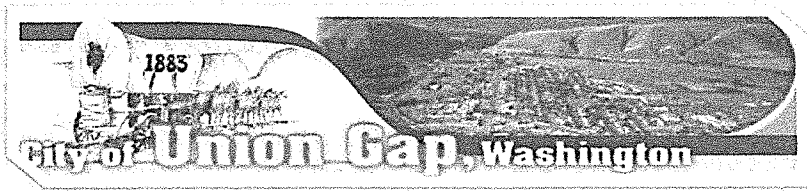
Signature

Date

Heather R. Bartlett
Water Quality Program Manager

Rod Otterness
City Manager

Approved as to form only.
Assistant Attorney General



City Council Communication

Meeting Date: March 28, 2016
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Report - Yakima Valley Libraries March 15, 2016 informational meeting

SYNOPSIS: On March 15, 2016 the Yakima Valley Libraries held a special meeting to provide information and receive feedback on a possible new library in Union Gap. Attendees at the meeting included Council Members Carney and Schilling and City Manager Otterness. Attendees will provide a report about the meeting.

RECOMMENDATION: Information only.

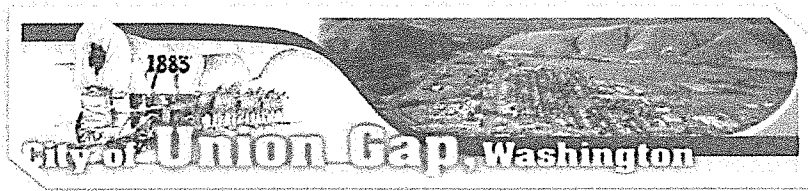
LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: March 28, 2016
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Fire Code Enforcement Ordinance Review

SYNOPSIS: Council members have asked for a review of the Fire Code Enforcement Ordinance.

RECOMMENDATION: Information only.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Fire Code Enforcement Ordinance.

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. 2881

AN ORDINANCE amending Title 13 of the Union Gap Municipal Code relating to fire codes.

WHEREAS, Title 13 of the Union Gap Municipal Code contains language which needs updating because of the city's contract for fire protection services;

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

UNION GAP MUNICIPAL CODE Section 13.06, ADMINISTRATION, is hereby amended to read as follows:

Sections:

- | | |
|------------------|-------------------------------|
| 13.06.010 | Authority designated. |
| 13.06.020 | Compliance required. |
| 13.06.030 | Correlation with code. |

13.06.010 Authority designated.

(a) The Union Gap Public Works and Community Development Department and its Director and his/her designees are appointed and designated as the department and official responsible for the enforcement and administration of this title. The Director of Public Works and Community Development, with the approval of the city council, is authorized to make and enforce such rules and regulations for the prevention and control of fires and fire hazards as may be necessary from time to time to carry out the intent of this code.

(b) This code shall not be construed to hold the public entity or any officer or employee responsible for any damage to persons or property by reason of the inspection or reinspection authorized herein provided or by reason of the approval or disapproval of any equipment or process authorized herein, or for any action in connection with the control or extinguishment of any fire or in connection with any other official duties.

13.06.020 Compliance required.

In the issuance and enforcement of any required permit under the provisions of this title, the Director of Public Works and Community Development or his/her designees shall require compliance with the applicable codes and standards as set forth in this title. Failure of any person, firm or corporation to comply with the codes and standards adopted by this title shall be punishable pursuant to Chapter 13.10.

13.06.030 Correlation with code.

Prior to the issuance of any permit under this title, the Director of Public Works and Community Development or his/her designees shall review the proposed work and use for compliance with the city's building and construction and zoning ordinances, as set forth in this code, as it now exists or is hereafter amended.

UNION GAP MUNICIPAL CODE Section 13.10, ENFORCEMENT, is hereby amended to read as follows:

Sections:

- | | |
|------------------|--|
| 13.10.030 | Citation program—Authority to arrest. |
|------------------|--|

13.10.030 Citation program—Authority to arrest.

(a) The Director of Public Works and Community Development or his/her designees, who have discretionary duty to enforce the International Fire Code, may, subject to the provisions of this title, arrest a person without a warrant whenever such inspector has reasonable cause to believe that the person to be arrested has committed a misdemeanor in the inspector's presence, and to issue a notice to appear (citation) and to release such person on his or her written promise to appear in court, for further hearing on such charges.

(b) No person designated by the Director of Public Works and Community Development shall be allowed to exercise the arrest and citation authority herein conferred, unless such designated person(s) has been authorized in writing by the Director of Public Works and Community Development and approved by the city council as having such arrest and citation powers pertaining to specified misdemeanor violations. A special fire code enforcement training program designed to instruct each inspector who will exercise such arrest and citation authority regarding the provision of the statute and ordinance and codes to be enforced, the evidentiary prerequisite to proper prosecution for violations thereof, the appropriate procedures for making arrests or otherwise prudently exercising such arrest and citation authority, and the legal, constitutional and practical ramifications and limitations attendant thereto.

(c) Any such inspectors shall be appropriately instructed to deposit executed citations or notices with the clerk of the Union Gap municipal court after review for legal sufficiency. The bail schedule appended to the International Fire Code is adopted and incorporated in this title.

UNION GAP MUNICIPAL CODE Section 13.13, COMBUSTIBLE MATERIAL STACKING, is hereby amended to read as follows:

Sections:

13.13.010 Definitions.

13.13.010 Definitions.

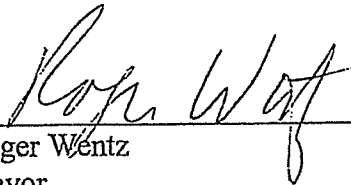
For the purpose of this chapter, the following words and terms shall have the meanings shown in this section:

(a) Combustible material— Fruit and vegetable boxes, bins, pallets, cartons and trays or other flammable containers or materials used in the processing or storage of fruit or vegetables.

(b) Enforcing official— the Director of Public Works and Community Development or his/her designees.

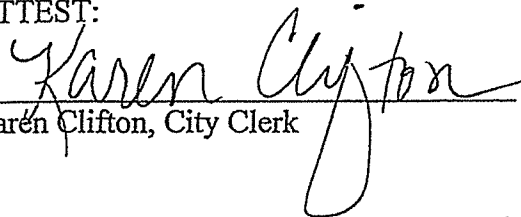
Effective date. This ordinance shall be in full force and effect five days after publication.

ORDAINED this 26th day of October 2015.



Roger Wentz
Mayor

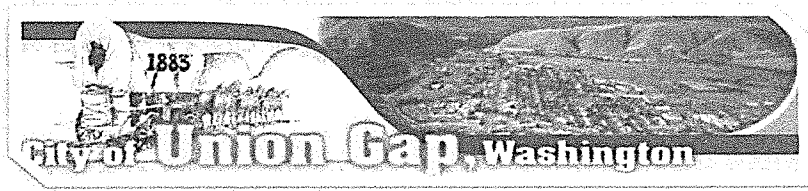
ATTEST:



Karen Clifton, City Clerk



Bronson Brown, City Attorney



City Council Communication

Meeting Date: March 28, 2016

From: City Council

Topic/Issue: Resolution – Restricting Number of Council Members traveling to conferences and meetings

SYNOPSIS: At the March 14, 2016 Council meeting Council requested a resolution be prepared restricting the number of Council Members traveling to conference and meetings.

RECOMMENDATION: Pass a resolution restricting the number of Council Members traveling to conferences and meetings.

LEGAL REVIEW: The City Attorney prepared the resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Resolution

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** restricting number of Council Members traveling to conferences and meetings.

WHEREAS, the City of Union Gap Council Members from time to time travel to attend conferences and other meetings outside of the City of Union Gap; and

WHEREAS, there is a cost incurred by the City to fund such travel; and

WHEREAS, to avoid even the possibility of any violation of the Open Public Meetings Act and to be fiscally conservative, it is necessary to restrict the number of Council Members to no more than three for attendance at conferences and meetings outside of the City of Union Gap as there is always a risk of violating the Open Public Meetings Act or creating an appearance of such when four or more members attend the same meetings;

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

That the City Council limits to no more than three Council Members to travel to meetings or conferences outside the City of Union Gap and that the City Council shall rotate the Council Member's attendance at such meetings and conferences.

PASSED this 28th day of March, 2016.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: March 28, 2016
From: Roger Wentz, City Mayor
Topic/Issue: Resolution – Censure of Council Members Olson and Schilling

SYNOPSIS: At the March 14, 2016 City Council Meeting the City Attorney was directed to prepare resolutions of censure for Council Members Olson and Schilling.

RECOMMENDATION: Discuss and act upon resolutions of censure.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution – Censure of Council Member Dan Olson
2. Resolution – Censure of Council Member Julie Schilling

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION censuring Council Member Dan Olson for failing to communicate changes to meetings times with other Council Members and refusing to leave a meeting after asked to do so by the Mayor and thereby creating a quorum and creating a risk of violating the open public meetings act.

WHEREAS, Dan Olson is a member of the Union Gap City Council and represents the City and the Council in all of his public activities; and

WHEREAS, it is the duty of all City Council Members to preserve the dignity of their office in a manner that reflects the stature of the office of City Council Member; and

WHEREAS, a delegation of four Council Members which included Dan Olson traveled to Washington DC the week of March 7th;

WHEREAS, on February 29th at a council committee meeting the City Attorney advised the Council to be careful in getting together in meetings with all four members as to not create a risk of violating the Open Public Meetings Act; and

WHEREAS, at the February 29th meeting the Council Members agreed to divide up the meetings they would attend in Washington DC so as not to create even the appearance of violating the Open Public Meetings Act; and

WHEREAS, in Washington DC Council Member Dan Olson changed a meeting time and failed to communicate that time to all of the other Council Members including the Mayor; and

WHEREAS, in a meeting in Washington DC on March 8th with the liaison to Governor Inslee, Mayor Wentz was giving a presentation when Council Member Dan Olson and Julie Schilling arrived late to the meeting and Mayor Wentz then stopped the presentation and requested that Council Member Olson leave as to not create a quorum and to which Council Member Olson responded “We’re not leaving”; and

WHEREAS, in a subsequent meeting on the same day with Transportation for America, Mayor Wentz and Council Member Matson began the meeting at 4 pm. and began discussing city business with the representatives for Transportation for America and then at 4:20 pm unbeknownst to Mayor Wentz and Council Member Matson, Council Member Olson and Schilling arrived to the meeting after which Mayor Wentz then informed the representative for Transportation for America that he was excusing himself from the meeting, citing that he did not want to create a quorum; and

WHEREAS, Council Member Dan Olson’s conduct demonstrates a flagrant disregard for the Open Public Meetings Act and a lack of respect for the other Council

Members in honoring the plans made to divide up the attendance of the meetings and for refusing to follow the requests of the Mayor to prevent the risk of creating a quorum;

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

That Council Member Olson is hereby censured for his conduct and that he is hereby removed from any and all committees in which he has been appointed to by the City Council including any appointments by the City Council as a delegate or representative of the council. This will include the delegation to LTAC, YVCOG, Trans Action, as well as positions of chairmanship or co-chairmanship of any council committees including the Public Works and Community Development Committee. Council Member Olson is also hereby restricted from any travel for City business that requires reimbursement for expenses and travel.

PASSED this 28th day of March, 2016.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION censuring Council Member Julie Schilling for failing to communicate changes to meetings times with other Council Members and refusing to leave a meeting after asked to do so by the Mayor and thereby creating a quorum and creating a risk of violating the Open Public Meetings Act.

WHEREAS, Julie Schilling is a member of the Union Gap City Council and represents the City and the Council in all of his public activities; and

WHEREAS, it is the duty of all City Council Members to preserve the dignity of their office in a manner that reflects the stature of the office of City Council Member; and

WHEREAS, a delegation of four Council Members which included Julie Schilling traveled to Washington DC the week of March 7th;

WHEREAS, on February 29th at a council committee meeting the City Attorney advised the Council to be careful in getting together in meetings with all four members as to not create a risk of violating the Open Public Meetings Act; and

WHEREAS, at the February 29th meeting the Council Members agreed to divide up the meetings they would attend in Washington DC so as not to create even the appearance of violating the Open Public Meetings Act; and

WHEREAS, in Washington DC Council Members Dan Olson and Julie Schilling changed a meeting time and failed to communicate that time to all of the other Council Members including the Mayor; and

WHEREAS, in a meeting in Washington DC on March 8th with the liaison to Governor Inslee, Mayor Wentz was giving a presentation when Council Members Dan Olson and Julie Schilling arrived late to the meeting and Mayor Wentz then stopped the presentation and requested that Council Member Olson or Schilling leave as to not create a quorum and to which Council Member Olson responded "We're not leaving"; and

WHEREAS, in a subsequent meeting on the same day with Transportation for America, Mayor Wentz and Council Member Matson began the meeting at 4 pm. and began discussing city business with the representatives for Transportation for America and then at 4:20 pm unbeknownst to Mayor Wentz and Council Member Matson, Council Members Olson and Schilling arrived to the meeting after which Mayor Wentz then informed the representative for Transportation for America that he was excusing himself from the meeting, citing that he did not want to create a quorum; and

WHEREAS, Council Member Julie Schilling's conduct demonstrates a flagrant disregard for the Open Public Meetings Act and a lack of respect for the other Council Members in honoring the plans made to divide up the attendance of the meetings and for refusing to follow the requests of the Mayor to prevent the risk of creating a quorum;

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

That Council Member Julie Schilling is hereby censured for her conduct and that she is hereby removed as co-chairman of the Library Exploration Committee and as Co-Chairman of the Public Safety Committee. Council Member Schilling shall be restricted from any travel for City business that requires reimbursement for expenses and travel except for Council approved trainings unless formally authorized by the City Council.

PASSED this 28th day of March, 2016.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
March 14, 2016 Regular Meeting
MINUTES

<u>Call to Order</u>	Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Lenz, Carney, Butler, Matson, and Schilling were present.
<u>Staff Present</u>	City Attorney Brown, City Manager Otterness, Finance and Administration Director Clifton, Public Works/Community Development Director Henne, Fire Chief Stewart, and Police Chief Cobb were present.
<u>Audience Present</u>	See list.
<u>Pledge of Allegiance</u>	Mayor Wentz led the Pledge of Allegiance.
<u>Excused Council Member</u>	Motion by Council Member Carney, second by Council Member Lenz to excuse Council Member Olson. Motion carried unanimously.
<u>Moment of Silence</u>	Mayor Wentz asked for a moment of silence in remembrance of former Council Member and long-time Union Gap resident Ray Kempf.
<u>Presentation of Years of Service Award</u>	Mayor Wentz presented Karen Clifton with plaque thanking her for 25 years of service to the city.
<u>Consent Agenda</u>	Motion by Council Member Lenz, second by Council Member Carney to approve the consent agenda as follows: Regular Council Meeting Minutes, dated February 22, 2016, as attached to the Agenda and maintained in electronic format Payroll Vouchers – EFT’s, and Voucher Nos. 41506 through 41511, and 91952 through 91963 for March 14, 2016, in the amount of \$338,573.49 Claims Vouchers – EFT’s, and Voucher Nos. 91903, 91951, and 91964 through 92043 for March 14, 2016, in the amount of \$578,127.25 Motion carried unanimously.
<u>Items from the Audience</u>	None.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – March 14, 2016

Finance and Administration

Department

Ordinance No. 2893 Creating Fund 133 – Marijuana Excise Tax

Motion by Council Member Matson, second by Council Member Butler to adopt Ordinance No. 2893 – Creating Fund 133 – Marijuana Excise Tax. Voting on the motion: Ayes – Butler, Lenz, Matson, Wentz; Nays – Carney, Schilling. Motion carried.

Ordinance No. 2894 Skatepark Interfund Loan

Motion by Council Member Butler, second by Council Member Lenz to adopt Ordinance No. 2894 – Skatepark Interfund Loan from the Transit Fund. Voting on the motion: Ayes – Butler, Lenz, Matson, Wentz; Nays – Carney, Schilling. Motion carried.

Public Works/Community Development

Borton Packing Center Utility Extension Project

Motion by Council Member Matson, second by Council Member Lenz to advertise for bids for the Borton Packing Center Utility Extension Project. Motion carried unanimously.

Resolution No. 16-13 – HLA Task Order – Longfibre Road Access Study Project

Motion by Council Member Matson, second by Council Member Carney to adopt Resolution No. 16-13 authorizing execution of HLA Task Order related to Longfibre Road Access Study Project. Motion carried unanimously.

City Manager

Yakima Valley Libraries Informational Meeting

City Manager Otterness reported that Yakima Valley Libraries would be conducting an informational meeting regarding a possible new library at 7:00 p.m. on March 15 at the Union Gap School.

Washington D.C. trip

Mayor Wentz asked to add a discussion of last week’s Washington D.C. trip to the agenda. Motion by Council Member Lenz, second by Council Member Butler to add Washington D.C. trip to the agenda. Voting on the motion: Ayes – Butler, Matson, Lenz, Schilling, Wentz; Nays – Carney. Motion carried.

Resolution of censure

Mayor Wentz passed out a letter from him to the council expressing concerns regarding violation of the Open Public Meeting Act during last week’s trip to Washington D.C. Motion by Mayor Wentz, second by Council Member Matson that a resolution of censure of Council Members Olson and Schilling be drafted by the City Attorney for consideration by the council at the next meeting. Voting on the motion: Ayes - Butler, Matson, Lenz, Schilling, Wentz; Nays – Carney. Motion carried.

Fire code enforcement

Motion by Council Member Carney, second by Council Member

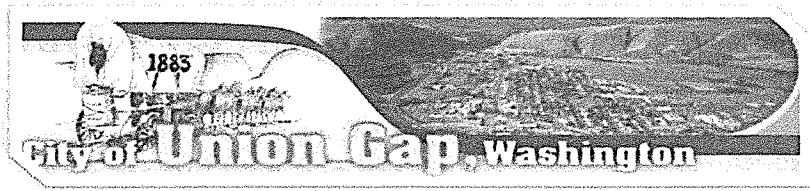
CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – March 14, 2016

ordinance	Schilling to add review of the fire code enforcement ordinance to the agenda. Voting on the motion: Ayes – Carney, Schilling; nays – Butler, Lenz, Matson, Wentz. Motion failed. Council Members asked that the ordinance be placed on the agenda for the next meeting.
<u>Items from the Audience</u>	None.
<u>City Manager Report</u>	None.
<u>Communications/Questions/Comments</u>	None.
<u>Development of next agenda</u>	Review of fire code enforcement ordinance, Yakima Valley Libraries meeting report.
<u>Adjournment of Meeting</u>	Mayor Wentz adjourned the March 14, 2016 Regular Council Meeting.

Rodney Otterness, City Manager

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: March 28, 2016
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – March 28, 2016

SYNOPSIS: Claim Vouchers Dated March 28, 2016

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 92044 through 92144 in the amount of \$199,441.93.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

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

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

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Time: 11:02:11 Date: 03/22/2016

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1544	03/14/2016	Claims	2	EFT	US BANK - CHECKING	83.87	ANALYSIS FEE-02/2016
1585	02/01/2016	Claims	2	EFT	CITY OF UNION GAP		ADMIN FEE-02/2016 - Voided
1642	03/28/2016	Claims	2	EFT	US BANK CARDMEMBER SVC	9,340.26	PD TRAINING EMS/LUNCH; CHIEFS MEETING-COBB; PD ARTWORK/FRAMING; 25 ANN OAK PLQ; SCHOOL ADVISORY MEETING-3/2016; WCIA MITIGATION GRANT COMMITTEE; STAFF TRAINING; NCL CONFERENCE; NCL CONFERENCE; NCL CON
1592	03/17/2016	Claims	2	92044	GILLIHAN LAW OFFICE PLLC	5,700.00	PUBLIC DEFENDER-2/2016
1643	03/28/2016	Claims	2	92045	AMERICAN EXPRESS CREDIT CARD	160.78	POSITIVE WORKPLACE TRAINING
1644	03/28/2016	Claims	2	92046	AMERIGAS	125.86	APP&S PARTS/ FITTINGS/ REGULATOR, HOSE, FERRULES, 3/8 FLARE 1/4 M, POLX 1/4 HANDWHEEL
1645	03/28/2016	Claims	2	92047	BIAS SOFTWARE	450.00	ANNUAL REPORT PROGRAM
1646	03/28/2016	Claims	2	92048	CANON FINACIAL SERVICES	309.61	PD COPIER MAINTENANCE FEB 2016
1647	03/28/2016	Claims	2	92049	CAREY MOTORS	446.11	LOF CAR 3/REPAIRS CAR 5; PD CAR 19 CONTROL ARM/SUSPENSION REPAIRS
1648	03/28/2016	Claims	2	92050	CASCADE ANALYTICAL INC	1,171.44	WASTEWATER SAMPLING; WASTEWATER SAMPLING
1649	03/28/2016	Claims	2	92051	CASCADE FIRE EQUIPMENT	461.38	L & S 1.5" NOZZLE BALE COMBO, 1.5"X50' KEY ECHO ATTACK HOSE
1650	03/28/2016	Claims	2	92052	CASCADE NATURAL GAS CORP	1,388.01	PD NATURAL GAS FEB 2016; 4401 1/2 & 4401 MAIN ST#2; FD/CH-2/2016
1651	03/28/2016	Claims	2	92053	CASCADE VALLEY LUBE	44.53	FULL SERVICE TRK # 1017
1652	03/28/2016	Claims	2	92054	ERIKA CASTILLO	47.75	REFUND UTILITY DEPOSIT
1653	03/28/2016	Claims	2	92055	CENTRAL WA AG MUSEUM	1,537.50	AG MUSEUM COORDINATOR-2/2016
1654	03/28/2016	Claims	2	92056	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKETING & SALES-3/2016
1655	03/28/2016	Claims	2	92057	CENTURY LINK - LD	13.31	CH LONG DISTANCE-2/2016
1656	03/28/2016	Claims	2	92058	CENTURY LINK	480.56	PD PHONES FEB 2016; WATER TELEMETRY-2/2016; CH/FD-2/2016
1657	03/28/2016	Claims	2	92059	CI SHRED	35.35	PD SHRED SERVICES FEB 2016
1658	03/28/2016	Claims	2	92060	CINTAS CORP #605	443.42	CH MOP & MAT SVC; SR CTR MOP & MAT SVC; CH MOP & MAT RENTAL; SR CTR MOP & MAT RENTAL
1659	03/28/2016	Claims	2	92061	CLIFF'S SEPTIC SERVICE	250.00	AHTANUM YOUTH/ FULLBRIGHT PARK RENTALS- 02/16
1660	03/28/2016	Claims	2	92062	TORIN CLINTON	30.86	Refund Utility Deposit
1661	03/28/2016	Claims	2	92063	COLEMAN OIL COMPANY	1,584.99	PW/ CED FUEL- 02/16
1662	03/28/2016	Claims	2	92064	CONSOLIDATED ELECTRICAL	17.91	105-305V PH-CNTL
1663	03/28/2016	Claims	2	92065	DAY WIRELESS	382.59	RADAR REPAIR CAR 1; INSTALLATION CHARGE FOR REPAIRED RADAR CAR 1
1664	03/28/2016	Claims	2	92066	DEX MEDIA	297.99	PARKS AD - 2/2016

WARRANT/CHECK REGISTER

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1665	03/28/2016	Claims	2	92067	DIVCO INC	2,838.22	AHTANUM- PLASTIC SMELL AT FURNACE
1666	03/28/2016	Claims	2	92068	FASTENERS	443.35	SUPPLIES
1667	03/28/2016	Claims	2	92069	FRANKS OK TIRE STORE	51.75	18X/950-8 250 NANCO D-265 TURF BPLY BSW
1668	03/28/2016	Claims	2	92070	FREEDOM TRUCK CENTERS INC	963.58	DOT INSPECTION TRUCK # 2011 & B SERVICE WITH ISX OR CAT OEM FILTERS TRK # 2012
1669	03/28/2016	Claims	2	92071	FUTURE LINK COMMUNICATIONS	211.88	2/11/16 FIX THE ROUTING OF TRANSFER TO VOICEMAIL; PHONE SYSTEM TROUBLESHOOT
1670	03/28/2016	Claims	2	92072	GAP AUTO PARTS	70.12	MED STRENGTH THREADLOCKER BLUE; DRAIN PLUG SKT SET 19PC
1671	03/28/2016	Claims	2	92073	GEARJAMMER	2,735.04	PD FUEL 02/01-02/15; PD FUEL JAN 16-31 2016; PD FUEL FEB 16-29 2016
1672	03/28/2016	Claims	2	92074	GENE WEINMANN CONSULTING	52.50	CDBG REHAB MANAGEMENT-2/2016
1673	03/28/2016	Claims	2	92075	JOSETTE GONZALES	53.42	Refund Utility Deposit
1674	03/28/2016	Claims	2	92076	GRANT J HUNT CO	3,860.85	DESIGN&MARKETING-2/2016; PROMOTION-SCENIC WA-TWIGG GIFT CARD-BEST WESTER-PEPPRMENT STICK
1675	03/28/2016	Claims	2	92077	GW INC	227.04	PD-WEAPONS TACTICAL LIGHT STL69110
1676	03/28/2016	Claims	2	92078	HLA ENGINEERING & LAND SURVEYING INC	52,065.84	ENGINEERING AND LAND SURVEYING- 03/16
1677	03/28/2016	Claims	2	92079	HUMANE SOCIETY OF	2,747.00	PD ANIMAL CONTROL SERVICES FEB 2016
1678	03/28/2016	Claims	2	92080	JARED S HUNT	20.40	PORTABLE RADIO CLIP
1679	03/28/2016	Claims	2	92081	INTERSTATE BATTERIES	107.42	MTP-75
1680	03/28/2016	Claims	2	92082	KNOBELS ELECTRIC INC	13,425.77	SEWER DEPT & PIT LIGHTS
1681	03/28/2016	Claims	2	92083	LAW OFFICES OF MARGITA DORNAY	10,000.00	PROSECUTING ATTORNEY-3/2016
1682	03/28/2016	Claims	2	92084	LONG CO INC GS	4,217.27	PARROT, BROMACIL, GENESIS, GLYPHOSATE
1683	03/28/2016	Claims	2	92085	LOWES COMPANY INC	349.71	SUPPLIES; CLEANING SUPPLY; SUPPLIES
1684	03/28/2016	Claims	2	92086	SANDRA MACIEL	150.00	ACTIVITIES BUILDING REFUND
1685	03/28/2016	Claims	2	92087	PEDRO MARTINEZ	19.45	OVERPAYMENT REFUND
1686	03/28/2016	Claims	2	92088	DAVID W MATSON	269.55	NLC CONFERENCE
1687	03/28/2016	Claims	2	92089	MCPHERSON LAW GROUP	3,275.00	CONFLICT ATTORNEY-10/15-12/15
1688	03/28/2016	Claims	2	92090	MENKE JACKSON BEYER LLP	1,221.03	PUBLIC RECORD REQUEST-LENK
1689	03/28/2016	Claims	2	92091	MIWALL CORP	809.15	AMMUNITION
1690	03/28/2016	Claims	2	92092	AMBER MORENO	27.45	Refund Utility Deposit
1691	03/28/2016	Claims	2	92093	NATIONAL BARRICADE CO	142.61	4 36"X6"X.080 ALUM SIGNS YEL REFLC/ BLK OBJECT MARKERS 2- RIGHT, 2- LEFT
1692	03/28/2016	Claims	2	92094	ANGELICA NAVARRO	150.00	ACTIVITIES BUILDING REFUND
1693	03/28/2016	Claims	2	92095	NEOFUNDS BY NEOPOST	500.00	POSTAGE - 3/2016
1694	03/28/2016	Claims	2	92096	NOB HILL CLEANERS	21.06	PD UNIFORM CLEANING - COBB

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1695	03/28/2016	Claims	2	92097	ROBERT R NORTHCOTT	2,165.00	PUBLIC DEFENDER-3/2016
1696	03/28/2016	Claims	2	92098	OFFICE DEPOT	132.65	PD OFFICE SUPPLIES - PAPER/POST ITS/FOLDERS/BATTERIES/LA MINATING POUCH
1697	03/28/2016	Claims	2	92099	OFFICE DEPOT	55.95	STENO BOOKS/TAPE/POST ITS
1698	03/28/2016	Claims	2	92100	OFFICE DEPOT	577.82	SUPPLIES; NEW EMPLOYEE FOLDERS; INK CTGS
1699	03/28/2016	Claims	2	92101	OFFICE SOLUTIONS NORTHWEST	19.21	CORK BOARD
1700	03/28/2016	Claims	2	92102	OLD TIME SPRAY SERVICE	81.15	PD BUG SPRAY MARCH 2016
1701	03/28/2016	Claims	2	92103	DAN OLSON	112.09	NLC CONFERENCE
1702	03/28/2016	Claims	2	92104	ONE CALL CONCEPTS INC	25.08	UTILITY LOCATES-2/2016
1703	03/28/2016	Claims	2	92105	RODNEY G OTTERNESS	127.33	WCIA MITIGATION GRANT COMMITTEE
1704	03/28/2016	Claims	2	92106	OXARC INC	73.81	S&W READER +1.5 CLEAR LENS (6) BLACK FRAME
1705	03/28/2016	Claims	2	92107	PACIFIC POWER	27,220.25	CH - 2/2016; TRAFFIC LIGHTS-2/2016; WELLS-2/2016; AREA LIGHTS-2/2016; STREET LIGHTS - 2/2016; TRAFFIC LIGHTS - 2/2016; PD POWER FEB 2016; AG MUSEUM-2/2016; FD-2/2016
1706	03/28/2016	Claims	2	92108	PEPSI COLA - YAKIMA	96.80	PD WATER FEB 2016
1707	03/28/2016	Claims	2	92109	PETTY CASH	22.39	MISC RCTS - 03/2016
1708	03/28/2016	Claims	2	92110	PROTECTION ONE	34.18	ALARM MONITORING-3/16
1709	03/28/2016	Claims	2	92111	PUMP TECH INC	1,368.55	HYDROMATIC SPD50AH1 10 SUMP PUMP
1710	03/28/2016	Claims	2	92112	REPUBLIC PUBLISHING CO	538.06	SUMMARY OF ORD#2889; MEETING CHANGE DATE NOTICE; NTC OF PUBLIC HEARING 3/28/2016
1711	03/28/2016	Claims	2	92113	JULIE SCHILLING	48.74	NLC CONFERENCE
1712	03/28/2016	Claims	2	92114	L. PAUL SCHNEIDER	1,800.00	PD PRE EMPLOYMENT PSYCH EVALS
1713	03/28/2016	Claims	2	92115	SCHUKNECTS POLYGRAPH SERVICE	175.00	PD PREEMPLOYMENT POLYGRAPH
1714	03/28/2016	Claims	2	92116	WILLIAM SCHULER III	1,525.00	PUBLIC DEFENDER-2/2016
1715	03/28/2016	Claims	2	92117	SHERWIN-WILLIAMS COMPANY	174.63	5 GAL LTX SA EXTRA
1716	03/28/2016	Claims	2	92118	SHRED-IT US JV LLC	102.62	SHRED SVC-2/2016
1717	03/28/2016	Claims	2	92119	SIRCHIE FINGER PRINT	109.75	PD DRUG TEST KITS
1718	03/28/2016	Claims	2	92120	DON C. SMITH	323.84	LEOFF 1 RETIREE RX
1719	03/28/2016	Claims	2	92121	SPRINT ACCT #929468397	81.98	SR CTR INTERNET SVC - 2/2016
1720	03/28/2016	Claims	2	92122	STAR RENTALS	201.81	SLING 3X16 OLYMPIC SYNTHETIC, PAINT, FLO GREEN
1721	03/28/2016	Claims	2	92123	KYLE STONE	24.29	Refund Utility Deposit
1722	03/28/2016	Claims	2	92124	THERMEX VALLEY HEATING	689.14	PD FURNACE REPAIR
1723	03/28/2016	Claims	2	92125	TRUE LAW GROUP, PS	2,365.00	PUBLIC DEFENDER
1724	03/28/2016	Claims	2	92126	U-HAUL MOVING & STORAGE	533.75	CH STORAGE-3/2016
1725	03/28/2016	Claims	2	92127	ULTRAMAX AMMUNITION	231.75	PD SMOKE GRENADES
1726	03/28/2016	Claims	2	92128	UNITED PARCEL SERVICE	7.04	PD SHIPPING
1727	03/28/2016	Claims	2	92129	UNITED STATES POSTMASTER	819.07	UB STATEMENTS - 3/2016
1728	03/28/2016	Claims	2	92130	US LINEN & UNIFORM	396.01	PW UNIFORMS- 02/16
1729	03/28/2016	Claims	2	92131	VALLEY MEDI-CENTER	222.50	PD VACCINES FEB 2016 ALBA; DURKEE

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1730	03/28/2016	Claims	2	92132	WA STATE PATROL	280.25	PD BACKGROUND CHECKS JAN 2016; PD BACKGROUND CHECKS FEB 2016
1731	03/28/2016	Claims	2	92133	WAPATO POLICE DEPT	265.55	MEDICALDEC 2015
1732	03/28/2016	Claims	2	92134	DIANA WELCH	1,500.00	HR TRAINING-2/2016
1733	03/28/2016	Claims	2	92135	ROGER E WENTZ	28.41	NLC CONFERENCE
1734	03/28/2016	Claims	2	92136	WILBERT PRECAST	254.27	6'X24' C.I. (SEWER)
1735	03/28/2016	Claims	2	92137	YAKIMA CITY TREASURER	966.18	1 HP PROBOOK LAPTOP-DENNIS HENNE
1736	03/28/2016	Claims	2	92138	YAKIMA CO DISTRICT COURT	22,225.50	MUNICIPAL COURT OPERATIONS - 3/2016
1737	03/28/2016	Claims	2	92139	YAKIMA CO PRINTING DEPT	35.17	BUSINESS CARDS CHIEF
1738	03/28/2016	Claims	2	92140	YAKIMA CO PUBLIC SERVICES	1,454.32	STORMWATER UTILITY-CITY REIMB; STORMWATER UTILITY- CITY REIMB 01/1-01/31/2016
1739	03/28/2016	Claims	2	92141	YAKIMA COOPERATIVE ASSN	92.12	JANITOR / CLK FUEL-2/2016
1740	03/28/2016	Claims	2	92142	YAKIMA HEALTH DISTRICT	175.00	CONF ROOM RENTAL-STAFF/SUPERVISOR TRAINING
1741	03/28/2016	Claims	2	92143	YAKIMA VALLEY CONFERENCE	144.05	TECHINICAL ASSSTANCE-2/2016
1742	03/28/2016	Claims	2	92144	YAKIMA VALLEY TOURISM	1,833.33	TOURISM PROMOTION-3/2016
001 Current Expense Fund						81,207.88	
101 Street Fund						22,067.25	
107 Convention Center Reserve Fund						7,579.38	
108 Tourism Promotion Area Fund						1,875.00	
116 City Hall Building Reserve Fund						77.50	
121 Street Development Reserve Fund						5,624.28	
124 Infrastructure Reserve Fund						6,803.75	
126 Crime Prevention Assessment Fund						1,975.00	
128 Transit System Fund						256.90	
170 Housing Rehabilitation Fund						52.50	
401 Water Fund						11,863.35	
402 Garbage Fund						1,408.10	
403 Sewer Fund						22,271.02	
404 Water Improvement Reserve						17,866.25	
405 Sewer Improvement Reserve						18,330.00	
414 Water Deposits						183.77	
						199,441.93	Claims: 199,441.93

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

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1544	03/14/2016	Claims	2	EFT	US BANK - CHECKING	83.87	ANALYSIS FEE-02/2016
			001 - 514 23 49 00 - MISCELLANEOUS			83.87	
1585	02/01/2016	Claims	2	EFT	CITY OF UNION GAP		ADMIN FEE-02/2016 - Voided
1642	03/28/2016	Claims	2	EFT	US BANK CARDMEMBER SVC	9,340.26	PD TRAINING EMS/LUNCH; CHIEFS MEETING-COBB; PD ARTWORK/FRAMING; 25 ANN OAK PLQ; SCHOOL ADVISORY MEETING-3/2016; WCIA MITIGATION GRANT COMMITTEE; STAFF TRAINING; NCL CONFERENCE; NCL CONFERENCE; NCL CON
			001 - 511 60 43 00 - TRAVEL			2,540.56	
			001 - 513 10 43 01 - TRAVEL			1,617.96	
			001 - 513 10 43 01 - TRAVEL			2,116.15	
			001 - 513 10 43 01 - TRAVEL			2,729.52	
			001 - 513 10 43 01 - TRAVEL			125.63	
			001 - 514 23 43 00 - TRAVEL			2.99	
			001 - 517 91 31 00 - SUPPLIES			41.60	
			001 - 521 10 43 00 - TRAVEL			21.15	
			001 - 521 10 43 00 - TRAVEL			14.88	
			001 - 521 10 49 00 - MISCELLANEOUS			90.50	
			001 - 521 50 49 00 - MISCELLANEOUS			17.84	
			401 - 534 50 43 00 - TRAVEL			5.37	
			403 - 535 50 43 00 - TRAVEL			5.37	
			402 - 537 50 43 00 - TRAVEL			5.37	
			101 - 542 30 43 00 - TRAVEL			5.37	
1592	03/17/2016	Claims	2	92044	GILLIHAN LAW OFFICE PLLC	5,700.00	PUBLIC DEFENDER-2/2016
			001 - 515 20 41 02 - PROF SERVICES - PROS. AT			5,700.00	
1643	03/28/2016	Claims	2	92045	AMERICAN EXPRESS CREDIT CARD	160.78	POSITIVE WORKPLACE TRAINING
			001 - 513 10 43 01 - TRAVEL			22.75	
			001 - 514 23 43 00 - TRAVEL			8.51	
			001 - 514 30 43 00 - TRAVEL			14.60	
			001 - 518 31 43 00 - TRAVEL			2.17	
			001 - 521 10 43 00 - TRAVEL			24.87	
			001 - 521 21 43 00 - TRAVEL			4.34	
			001 - 521 22 43 00 - TRAVEL			4.34	
			001 - 524 20 43 00 - TRAVEL			3.26	
			001 - 528 80 43 00 - TRAVEL			26.05	
			401 - 534 50 43 00 - TRAVEL			9.49	
			403 - 535 50 43 00 - TRAVEL			9.49	
			402 - 537 50 43 00 - TRAVEL			9.48	
			101 - 542 30 43 00 - TRAVEL			9.49	
			001 - 558 60 43 00 - TRAVEL			3.26	
			001 - 571 21 43 00 - TRAVEL			2.17	
			001 - 576 80 43 00 - TRAVEL			6.51	
1644	03/28/2016	Claims	2	92046	AMERIGAS	125.86	APP&S PARTS/ FITTINGS/ REGULATOR, HOSE, FERRULES, 3/8 FLARE 1/4 M, POLX 1/4 HANDWHEEL
			101 - 542 30 31 00 - SUPPLIES			125.86	
1645	03/28/2016	Claims	2	92047	BIAS SOFTWARE	450.00	ANNUAL REPORT PROGRAM
			001 - 514 23 41 00 - PROFESSIONAL SERVICES			450.00	
1646	03/28/2016	Claims	2	92048	CANON FINACIAL SERVICES	309.61	PD COPIER MAINTENANCE FEB 2016

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			001 - 528 80 48 00 - REPAIRS & MAINTENANCE			309.61	
1647	03/28/2016	Claims	2	92049	CAREY MOTORS	446.11	LOF CAR 3/REPAIRS CAR 5; PD CAR 19 CONTROL ARM/SUSPENSION REPAIRS
			001 - 521 22 48 00 - REPAIRS & MAINTENANCE			262.15	
			001 - 521 22 48 00 - REPAIRS & MAINTENANCE			183.96	
1648	03/28/2016	Claims	2	92050	CASCADE ANALYTICAL INC	1,171.44	WASTEWATER SAMPLING; WASTEWATER SAMPLING
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			340.58	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			830.86	
1649	03/28/2016	Claims	2	92051	CASCADE FIRE EQUIPMENT	461.38	L & S 1.5" NOZZLE BALE COMBO, 1.5"X50' KEY ECHO ATTACK HOSE
			401 - 534 50 31 00 - SUPPLIES			39.22	
			403 - 535 50 31 00 - SUPPLIES			304.49	
			403 - 535 50 31 00 - SUPPLIES			39.22	
			101 - 542 67 31 00 - SUPPLIES			78.45	
1650	03/28/2016	Claims	2	92052	CASCADE NATURAL GAS CORP	1,388.01	PD NATURAL GAS FEB 2016; 4401 1/2 & 4401 MAIN ST#2; FD/CH-2/2016
			001 - 518 20 47 00 - UTILITIES/CITY HALL			155.63	
			001 - 521 50 47 00 - UTILITIES			198.80	
			001 - 522 20 47 00 - PUBLIC UTILITY SERVICES			295.02	
			403 - 535 50 47 00 - UTILITIES			146.48	
			402 - 537 50 47 00 - UTILITIES			592.08	
1651	03/28/2016	Claims	2	92053	CASCADE VALLEY LUBE	44.53	FULL SERVICE TRK # 1017
			403 - 531 30 48 00 - STORMWATER REPAIRS &			2.23	
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			11.13	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			8.91	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			4.45	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			2.21	
			101 - 542 66 48 00 - REPAIRS & MAINTENANCE			2.23	
			101 - 542 67 48 00 - REPAIRS & MAINTENANCE			2.23	
			101 - 542 70 48 00 - REPAIRS & MAINTENANCE			2.23	
			128 - 547 60 48 00 - REPAIRS & MAINTENANCE			2.23	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			6.68	
1652	03/28/2016	Claims	2	92054	ERIKA CASTILLO	47.75	REFUND UTILITY DEPOSIT
			414 - 586 00 04 14 - DEPOSIT REFUND			47.75	
1653	03/28/2016	Claims	2	92055	CENTRAL WA AG MUSEUM	1,537.50	AG MUSEUM COORDINATOR-2/2016
			107 - 571 10 41 00 - PROF SVCS-AG MUSEUM			1,537.50	
1654	03/28/2016	Claims	2	92056	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKETING & SALES-3/2016
			108 - 557 30 44 01 - STATE FAIR PARK SALES F			1,875.00	
1655	03/28/2016	Claims	2	92057	CENTURY LINK - LD	13.31	CH LONG DISTANCE-2/2016
			001 - 511 60 42 01 - COMMUNICATION			1.06	
			001 - 513 10 42 01 - COMMUNICATION			3.07	
			001 - 514 23 42 00 - COMMUNICATIONS			1.06	
			001 - 514 30 42 00 - COMMUNICATIONS			1.06	
			001 - 524 20 42 00 - COMMUNICATION			1.06	
			001 - 528 80 42 00 - COMMUNICATION			1.06	
			401 - 534 50 42 00 - COMMUNICATION			0.97	
			403 - 535 50 42 00 - COMMUNICATION			0.95	
			402 - 537 50 42 00 - COMMUNICATION			1.06	
			101 - 543 30 42 00 - COMMUNICATION			0.95	
			001 - 558 60 42 00 - COMMUNICATION			1.01	

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1656	03/28/2016	Claims	2	92058	CENTURY LINK	480.56	PD PHONES FEB 2016; WATER TELEMETRY-2/2016; CH/FD-2/2016
					001 - 511 60 42 01 - COMMUNICATION	5.36	
					001 - 512 50 42 00 - COMMUNICATION		
					001 - 513 10 42 01 - COMMUNICATION	4.40	
					001 - 514 23 42 00 - COMMUNICATIONS	6.54	
					001 - 514 30 42 00 - COMMUNICATIONS	6.54	
					001 - 515 30 42 00 - COMMUNICATION	10.72	
					001 - 524 20 42 00 - COMMUNICATION	13.51	
					001 - 528 80 42 00 - COMMUNICATION	13.02	
					401 - 534 50 42 00 - COMMUNICATION	360.30	
					401 - 534 50 42 00 - COMMUNICATION	10.72	
					403 - 535 50 42 00 - COMMUNICATION	10.72	
					402 - 537 50 42 00 - COMMUNICATION	13.51	
					101 - 543 30 42 00 - COMMUNICATION	10.72	
					001 - 558 60 42 00 - COMMUNICATION	14.50	
1657	03/28/2016	Claims	2	92059	CI SHRED	35.35	PD SHRED SERVICES FEB 2016
					001 - 528 80 31 00 - OFFICE & OPERATING SUP	35.35	
1658	03/28/2016	Claims	2	92060	CINTAS CORP #605	443.42	CH MOP & MAT SVC; SR CTR MOP & MAT SVC; CH MOP & MAT RENTAL; SR CTR MOP & MAT RENTAL
					001 - 518 31 45 00 - OPERATING RENTALS & LJ	113.16	
					001 - 518 31 45 00 - OPERATING RENTALS & LJ	113.16	
					001 - 571 21 45 00 - OPERATING RENTALS & LJ	108.55	
					001 - 571 21 45 00 - OPERATING RENTALS & LJ	108.55	
1659	03/28/2016	Claims	2	92061	CLIFF'S SEPTIC SERVICE	250.00	AHTANUM YOUTH/ FULLBRIGHT PARK RENTALS- 02/16
					001 - 576 80 45 00 - OPERATING RENTALS & LJ	250.00	
1660	03/28/2016	Claims	2	92062	TORIN CLINTON	30.86	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	30.86	Refund Utility Deposit
1661	03/28/2016	Claims	2	92063	COLEMAN OIL COMPANY	1,584.99	PW/ CED FUEL- 02/16
					001 - 513 10 32 00 - FUEL	85.51	
					001 - 524 20 32 00 - FUEL	19.98	
					403 - 531 30 32 00 - STORMWATER FUEL	20.38	
					401 - 534 50 32 00 - FUEL	338.40	
					403 - 535 50 32 00 - FUEL	194.07	
					402 - 537 50 32 00 - FUEL	4.05	
					101 - 542 30 32 00 - FUEL	72.84	
					101 - 542 30 32 00 - FUEL	2.74	
					101 - 542 66 32 00 - FUEL	56.86	
					101 - 542 67 32 00 - FUEL	534.31	
					101 - 542 70 32 00 - FUEL	114.18	
					101 - 542 90 32 00 - FUEL CONSUMED	14.48	
					128 - 547 60 32 00 - FUEL CONSUMED	34.11	
					001 - 576 80 32 00 - FUEL	93.08	
1662	03/28/2016	Claims	2	92064	CONSOLIDATED ELECTRICAL	17.91	105-305V PH-CNTL KNUCKLE
					101 - 542 30 31 00 - SUPPLIES	17.91	
1663	03/28/2016	Claims	2	92065	DAY WIRELESS	382.59	RADAR REPAIR CAR 1; INSTALLATION CHARGE FOR REPAIRED RADAR CAR 1
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	296.03	
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	86.56	
1664	03/28/2016	Claims	2	92066	DEX MEDIA	297.99	PARKS AD - 2/2016
					001 - 576 80 44 00 - ADVERTISING	297.99	
1665	03/28/2016	Claims	2	92067	DIVCO INC	2,838.22	AHTANUM- PLASTIC SMELL AT FURNACE

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			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	2,838.22	
1666	03/28/2016	Claims	2	92068	FASTENERS		443.35 SUPPLIES
			401 - 534 50 31 00 -		SUPPLIES	0.86	
			401 - 534 50 31 00 -		SUPPLIES	12.98	
			401 - 534 50 31 00 -		SUPPLIES	2.16	
			401 - 534 50 31 00 -		SUPPLIES	2.33	
			403 - 535 50 31 00 -		SUPPLIES	53.78	
			403 - 535 50 31 00 -		SUPPLIES	11.89	
			403 - 535 50 31 00 -		SUPPLIES	72.43	
			403 - 535 50 31 00 -		SUPPLIES	0.86	
			403 - 535 50 31 00 -		SUPPLIES	85.66	
			403 - 535 50 31 00 -		SUPPLIES	12.97	
			403 - 535 50 31 00 -		SUPPLIES	72.25	
			403 - 535 50 31 00 -		SUPPLIES	2.16	
			402 - 537 50 31 00 -		SUPPLIES	0.86	
			402 - 537 50 31 00 -		SUPPLIES	12.97	
			402 - 537 50 31 00 -		SUPPLIES	2.16	
			101 - 542 30 31 00 -		SUPPLIES	20.72	
			101 - 542 30 31 00 -		SUPPLIES	0.85	
			101 - 542 30 31 00 -		SUPPLIES	12.97	
			101 - 542 30 31 00 -		SUPPLIES	2.16	
			101 - 542 67 31 00 -		SUPPLIES	44.35	
			001 - 576 80 31 00 -		SUPPLIES	0.85	
			001 - 576 80 31 00 -		SUPPLIES	12.97	
			001 - 576 80 31 00 -		SUPPLIES	2.16	
1667	03/28/2016	Claims	2	92069	FRANKS OK TIRE STORE		51.75 18X/950-8 250 NANCO D-265 TURF BPLY BSW
			001 - 576 80 31 00 -		SUPPLIES	51.75	
1668	03/28/2016	Claims	2	92070	FREEDOM TRUCK CENTERS INC		963.58 DOT INSPECTION TRUCK # 2011 & B SERVICE WITH ISX OR CAT OEM FILTERS TRK # 2012
			403 - 531 30 48 00 -		STORMWATER REPAIRS &	22.12	
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	88.49	
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	208.44	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	331.85	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	78.17	
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	78.17	
			101 - 542 66 48 00 -		REPAIRS & MAINTENANCE	26.06	
			101 - 542 67 48 00 -		REPAIRS & MAINTENANCE	26.06	
			101 - 542 70 48 00 -		REPAIRS & MAINTENANCE	78.17	
			128 - 547 60 48 00 -		REPAIRS & MAINTENANCE	26.05	
1669	03/28/2016	Claims	2	92071	FUTURE LINK COMMUNICATIONS		211.88 2/11/16 FIX THE ROUTING OF TRANSFER TO VOICEMAIL; PHONE SYSTEM TROUBLESHOOT
			001 - 518 88 41 00 -		PROFESSIONAL SERVICES	105.94	
			001 - 524 20 41 00 -		PROFESSIONAL SERVICES	52.97	
			001 - 558 60 41 00 -		PROFESSIONAL SERVICES	52.97	
1670	03/28/2016	Claims	2	92072	GAP AUTO PARTS		70.12 MED STRENGTH THREADLOCKER BLUE; DRAIN PLUG SKT SET 19PC
			401 - 534 50 31 00 -		SUPPLIES	12.97	
			403 - 535 50 31 00 -		SUPPLIES	12.97	
			402 - 537 50 31 00 -		SUPPLIES	12.97	
			101 - 542 30 31 00 -		SUPPLIES	12.97	
			001 - 576 80 31 00 -		SUPPLIES	5.27	
			001 - 576 80 31 00 -		SUPPLIES	12.97	

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1671	03/28/2016	Claims	2	92073	GEARJAMMER	2,735.04	PD FUEL 02/01-02/15; PD FUEL JAN 16-31 2016; PD FUEL FEB 16-29 2016
					001 - 521 10 32 00 - FUEL	23.76	
					001 - 521 10 32 00 - FUEL	24.18	
					001 - 521 10 32 00 - FUEL	25.11	
					001 - 521 21 32 00 - FUEL	98.90	
					001 - 521 21 32 00 - FUEL	64.14	
					001 - 521 21 32 00 - FUEL	80.70	
					001 - 521 22 32 00 - FUEL	783.40	
					001 - 521 22 32 00 - FUEL	793.04	
					001 - 521 22 32 00 - FUEL	841.81	
1672	03/28/2016	Claims	2	92074	GENE WEINMANN CONSULTING	52.50	CDBG REHAB MANAGEMENT-2/2016
					170 - 559 20 41 00 - PROFESSIONAL SERVICES	52.50	
1673	03/28/2016	Claims	2	92075	JOSETTE GONZALES	53.42	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	53.42	Refund Utility Deposit
1674	03/28/2016	Claims	2	92076	GRANT J HUNT CO	3,860.85	DESIGN&MARKETING-2/2016; PROMOTION-SCENIC WA-TWIGG GIFT CARD-BEST WESTER-PEPP'RMENT STICK
					107 - 557 30 41 01 - GRANT J. HUNT COL	3,860.85	
1675	03/28/2016	Claims	2	92077	GW INC	227.04	PD-WEAPONS TACTICAL LIGHT STLT69110
					001 - 521 10 21 00 - UNIFORMS & EQUIPMENT	227.04	
1676	03/28/2016	Claims	2	92078	HLA ENGINEERING & LAND SURVEYING INC	52,065.84	ENGINEERING AND LAND SURVEYING- 03/16
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	232.50	
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	2,736.00	EXHIBIT MAP SHOWING UNION GAP/ YAKIMA BOUNDARY- SURVEY RIGHT-OF-WAY AT LOWES
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	170.00	TIB PROJECT MEETING
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	232.50	TIB LED APPLICATION FOR AHTANUM AND LONGFIBRE LIGHTS
					404 - 594 10 41 21 - BORTON ANNEX WA EXT-I	16,470.00	
					405 - 594 10 41 22 - BORTON ANNEX-SE-PROF	16,470.00	
					404 - 594 10 41 29 - MAIN ST/RUDKIN RD WAT	1,396.25	BROCHURES FOR MAIN ST WATERMAINS AND BELTWAY PROJECTS
					116 - 594 10 41 33 - USDA APP-CITY COMPLE>	77.50	USDA FUNDING APPLICATION FOR CITY CENTER
					405 - 594 35 64 05 - SEWER SYSTEM IMPROVEI	1,860.00	PREPARE ANNUAL YRWWTP I&I REPORT DEVELOPMENT
					121 - 595 10 41 06 - LONGFIBRE EXT/WIDE HO	873.50	
					121 - 595 10 41 06 - LONGFIBRE EXT/WIDE HO	170.00	DAMAGED GUARDRAIL ON WIDE HOLLOW BRIDGE ON AHTANUM RD-SITE VISIT
					124 - 595 10 41 26 - BELTWAY CONNECTOR-PF	1,300.00	BELTWAY RIGHT-OF-WAY/ BINDING SITE PLAN- MEETING WITH PLATH GROUP AND DENNIS HENNE, LETTER PREPERATION
					124 - 595 10 41 26 - BELTWAY CONNECTOR-PF	4,107.50	FMSIB APPLICATION FOR REGIONAL BELTWAY CONNECTOR
					124 - 595 10 41 26 - BELTWAY CONNECTOR-PF	1,396.25	BROCHURES FOR MAN ST WATERMAINS AND BELTWAY PROJECTS
					121 - 595 10 41 28 - MAIN ST PHASE 1-PROF SV	4,573.84	
1677	03/28/2016	Claims	2	92079	HUMANE SOCIETY OF	2,747.00	PD ANIMAL CONTROL SERVICES FEB 2016

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			001 - 554 30 41 00 - PROF SERVICES-ANIMAL C			2,747.00	
1678	03/28/2016	Claims	2	92080	JARED S HUNT		20.40 PORTABLE RADIO CLIP
			001 - 521 22 21 00 - UNIFORMS & EQUIPMENT			20.40	
1679	03/28/2016	Claims	2	92081	INTERSTATE BATTERIES		107.42 MTP-75
			401 - 534 50 31 00 - SUPPLIES			21.49	
			403 - 535 50 31 00 - SUPPLIES			21.49	
			402 - 537 50 31 00 - SUPPLIES			21.48	
			101 - 542 30 31 00 - SUPPLIES			21.48	
			001 - 576 80 31 00 - SUPPLIES			21.48	
1680	03/28/2016	Claims	2	92082	KNOBELS ELECTRIC INC		13,425.77 SEWER DEPT & PIT LIGHTS
			403 - 535 50 31 00 - SUPPLIES			5,149.06	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			8,276.71	
1681	03/28/2016	Claims	2	92083	LAW OFFICES OF MARGITA DORNAY		10,000.00 PROSECUTING ATTORNEY-3/2016
			001 - 515 20 41 02 - PROF SERVICES - PROS. AT			10,000.00	
1682	03/28/2016	Claims	2	92084	LONG CO INC GS		4,217.27 PARROT, BROMACIL, GENESIS, GLYPHOSATE
			101 - 542 67 31 00 - SUPPLIES			4,217.27	
1683	03/28/2016	Claims	2	92085	LOWES COMPANY INC		349.71 SUPPLIES; CLEANING SUPPLY; SUPPLIES
			001 - 518 31 31 00 - SUPPLIES			8.72	
			401 - 534 50 31 00 - SUPPLIES			10.27	
			401 - 534 50 31 00 - SUPPLIES			4.45	
			401 - 534 50 31 00 - SUPPLIES			3.51	
			401 - 534 50 31 00 - SUPPLIES			71.93	
			403 - 535 50 31 00 - SUPPLIES			3.85	
			403 - 535 50 31 00 - SUPPLIES			4.44	
			403 - 535 50 31 00 - SUPPLIES			2.34	
			403 - 535 50 31 00 - SUPPLIES			108.91	
			402 - 537 50 31 00 - SUPPLIES			4.44	
			101 - 542 30 31 00 - SUPPLIES			3.85	
			101 - 542 30 31 00 - SUPPLIES			4.44	
			101 - 542 30 31 00 - SUPPLIES			40.77	
			101 - 542 30 31 00 - SUPPLIES			2.34	
			101 - 542 66 31 00 - SUPPLIES			1.28	
			101 - 542 66 31 00 - SUPPLIES			14.05	
			101 - 542 67 31 00 - SUPPLIES			28.53	
			101 - 542 67 31 00 - SUPPLIES			1.28	
			101 - 542 67 31 00 - SUPPLIES			4.44	
			101 - 542 70 31 00 - SUPPLIES			3.85	
			101 - 542 70 31 00 - SUPPLIES			1.17	
			128 - 547 60 31 00 - OFFICE & OPERATING SUP			1.28	
			001 - 576 80 31 00 - SUPPLIES			15.13	
			001 - 576 80 31 00 - SUPPLIES			4.44	
1684	03/28/2016	Claims	2	92086	SANDRA MACIEL		150.00 ACTIVITIES BUILDING REFUND
			001 - 589 00 00 00 - PARK DEPOSIT REFUND			150.00	
1685	03/28/2016	Claims	2	92087	PEDRO MARTINEZ		19.45 OVERPAYMENT REFUND
			401 - 586 01 04 01 - 210-10) WATER REFUNDS			19.45	
1686	03/28/2016	Claims	2	92088	DAVID W MATSON		269.55 NLC CONFERENCE
			001 - 511 60 43 00 - TRAVEL			269.55	
1687	03/28/2016	Claims	2	92089	MCPHERSON LAW GROUP		3,275.00 CONFLICT ATTORNEY-10/15-12/15
			001 - 515 20 41 03 - PROF SERVICES-PUBLIC D			3,275.00	
1688	03/28/2016	Claims	2	92090	MENKE JACKSON BEYER LLP		1,221.03 PUBLIC RECORD REQUEST-LENK

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			001 - 513 10 41 01		PROFESSIONAL SERVICES	1,221.03	
1689	03/28/2016	Claims	2	92091	MIWALL CORP	809.15	AMMUNITION
			001 - 521 40 31 00		OFFICE & OPERATING SUP	809.15	
1690	03/28/2016	Claims	2	92092	AMBER MORENO	27.45	Refund Utility Deposit
			414 - 586 00 04 14		DEPOSIT REFUND	27.45	Refund Utility Deposit
1691	03/28/2016	Claims	2	92093	NATIONAL BARRICADE CO	142.61	4 36"X6"X.080 ALUM SIGNS YEL REFLC/ BLK OBJECT MARKERS 2- RIGHT, 2- LEFT
			101 - 542 30 31 00		SUPPLIES	142.61	
1692	03/28/2016	Claims	2	92094	ANGELICA NAVARRO	150.00	ACTIVITIES BUILDING REFUND
			001 - 589 00 00 00		PARK DEPOSIT REFUND	150.00	
1693	03/28/2016	Claims	2	92095	NEOFUNDS BY NEOPOST	500.00	POSTAGE - 3/2016
			001 - 513 10 42 01		COMMUNICATION	1.71	
			001 - 514 23 42 00		COMMUNICATIONS	84.16	
			001 - 514 30 42 00		COMMUNICATIONS	96.58	
			001 - 521 10 42 00		COMMUNICATION	27.07	
			001 - 524 20 42 00		COMMUNICATION	44.90	
			401 - 534 50 42 00		COMMUNICATION	60.89	
			403 - 535 50 42 00		COMMUNICATION	60.89	
			402 - 537 50 42 00		COMMUNICATION	60.89	
			101 - 543 30 42 00		COMMUNICATION	60.89	
			001 - 571 21 42 00		COMMUNICATION	2.02	
1694	03/28/2016	Claims	2	92096	NOB HILL CLEANERS	21.06	PD UNIFORM CLEANING - COBB
			001 - 521 10 21 00		UNIFORMS & EQUIPMENT	21.06	
1695	03/28/2016	Claims	2	92097	ROBERT R NORTHCOTT	2,165.00	PUBLIC DEFENDER-3/2016
			001 - 515 20 41 03		PROF SERVICES-PUBLIC D	2,165.00	
1696	03/28/2016	Claims	2	92098	OFFICE DEPOT	132.65	PD OFFICE SUPPLIES - PAPER/POST ITS/FOLDERS/BATTERIES/LA MINATING POUCH
			001 - 528 80 31 00		OFFICE & OPERATING SUP	132.65	
1697	03/28/2016	Claims	2	92099	OFFICE DEPOT	55.95	STENO BOOKS/TAPE/POST ITS
			001 - 521 22 31 00		SUPPLIES	55.95	
1698	03/28/2016	Claims	2	92100	OFFICE DEPOT	577.82	SUPPLIES; NEW EMPLOYEE FOLDERS; INK CTGS
			001 - 514 23 31 00		SUPPLIES	5.40	
			001 - 514 23 31 00		SUPPLIES	50.24	
			001 - 514 30 31 00		SUPPLIES	5.41	
			001 - 514 30 31 00		SUPPLIES	50.25	
			001 - 524 20 31 00		SUPPLIES	131.77	
			401 - 534 50 31 00		SUPPLIES	1.03	
			401 - 534 50 31 00		SUPPLIES	28.15	
			403 - 535 50 31 00		SUPPLIES	1.03	
			403 - 535 50 31 00		SUPPLIES	28.15	
			402 - 537 50 31 00		SUPPLIES	28.15	
			101 - 542 30 31 00		SUPPLIES	36.36	
			101 - 542 30 31 00		SUPPLIES	1.03	
			101 - 542 30 31 00		SUPPLIES	28.15	
			101 - 542 30 31 00		SUPPLIES	22.78	
			001 - 558 60 31 00		SUPPLIES	131.77	
			001 - 576 80 31 00		SUPPLIES	28.15	
1699	03/28/2016	Claims	2	92101	OFFICE SOLUTIONS NORTHWEST	19.21	CORK BOARD
			001 - 514 30 31 00		SUPPLIES	19.21	
1700	03/28/2016	Claims	2	92102	OLD TIME SPRAY SERVICE	81.15	PD BUG SPRAY MARCH 2016

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			001 - 521 50 41 00 -		PROFESSIONAL SERVICES	81.15	
1701	03/28/2016	Claims	2	92103	DAN OLSON	112.09	NLC CONFERENCE
			001 - 511 60 43 00 -		TRAVEL	112.09	
1702	03/28/2016	Claims	2	92104	ONE CALL CONCEPTS INC	25.08	UTILITY LOCATES-2/2016
			401 - 534 50 49 00 -		MISCELLANEOUS	12.54	
			403 - 535 50 49 00 -		MISCELLANEOUS	12.54	
1703	03/28/2016	Claims	2	92105	RODNEY G OTTERNESS	127.33	WCIA MITIGATION GRANT COMMITTEE
			001 - 513 10 43 01 -		TRAVEL	127.33	
1704	03/28/2016	Claims	2	92106	OXARC INC	73.81	S&W READER +1.5 CLEAR LENS (6) BLACK FRAME
			401 - 534 50 31 00 -		SUPPLIES	14.77	
			403 - 535 50 31 00 -		SUPPLIES	14.76	
			402 - 537 50 31 00 -		SUPPLIES	14.76	
			101 - 542 30 31 00 -		SUPPLIES	14.76	
			001 - 576 80 31 00 -		SUPPLIES	14.76	
1705	03/28/2016	Claims	2	92107	PACIFIC POWER	27,220.25	CH - 2/2016; TRAFFIC LIGHTS-2/2016; WELLS-2/2016; AREA LIGHTS-2/2016; STREET LIGHTS - 2/2016; TRAFFIC LIGHTS - 2/2016; PD POWER FEB 2016; AG MUSEUM-2/2016; FD-2/2016
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	320.13	
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	495.50	
			001 - 521 50 47 00 -		UTILITIES	375.05	
			401 - 534 50 47 00 -		UTILITIES	9,337.72	
			403 - 535 50 47 00 -		UTILITIES	2,204.76	
			101 - 542 63 47 00 -		UTILITIES	11,723.81	
			101 - 542 64 47 00 -		UTILITIES	408.75	
			101 - 542 64 47 00 -		UTILITIES	367.90	
			107 - 571 10 47 00 -		UTILITIES-AG MUSEUM	347.70	
			001 - 576 80 47 00 -		UTILITIES	1,638.93	
1706	03/28/2016	Claims	2	92108	PEPSI COLA - YAKIMA	96.80	PD WATER FEB 2016
			001 - 521 22 31 00 -		SUPPLIES	96.80	
1707	03/28/2016	Claims	2	92109	PETTY CASH	22.39	MISC RCTS - 03/2016
			401 - 534 50 49 00 -		MISCELLANEOUS	3.00	
			403 - 535 50 49 00 -		MISCELLANEOUS	3.00	
			402 - 537 50 49 00 -		MISCELLANEOUS	3.00	
			101 - 542 30 42 00 -		COMMUNICATIONS	6.45	
			121 - 595 10 41 08 -		W. AHTANUM RD-GOODM.	6.94	
1708	03/28/2016	Claims	2	92110	PROTECTION ONE	34.18	ALARM MONITORING-3/16
			001 - 518 31 41 00 -		PROFESSIONAL SERVICES	17.80	
			001 - 524 20 41 00 -		PROFESSIONAL SERVICES	2.33	
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	2.33	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	2.33	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	2.40	
			101 - 542 30 41 00 -		PROFESSIONAL SERVICES	2.33	
			001 - 558 60 41 00 -		PROFESSIONAL SERVICES	2.33	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES	2.33	
1709	03/28/2016	Claims	2	92111	PUMP TECH INC	1,368.55	HYDROMATIC SPD50AH1 10 SUMP PUMP
			403 - 535 50 64 00 -		MACHINERY & EQUIPMEN	1,368.55	
1710	03/28/2016	Claims	2	92112	REPUBLIC PUBLISHING CO	538.06	SUMMARY OF ORD#2889; MEETING CHANGE DATE NOTICE; NTC OF PUBLIC HEARING 3/28/2016
			001 - 511 60 42 01 -		COMMUNICATION	142.43	
			001 - 511 60 42 01 -		COMMUNICATION	305.95	

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			001 - 511 60 44 01 - ADVERTISING			89.68	
1711	03/28/2016	Claims	2	92113	JULIE SCHILLING	48.74	NLC CONFERENCE
			001 - 511 60 43 00 - TRAVEL			48.74	
1712	03/28/2016	Claims	2	92114	L. PAUL SCHNEIDER	1,800.00	PD PRE EMPLOYMENT PSYCH EVALS
			126 - 521 30 41 26 - PROFESSIONAL SERVICES			1,800.00	
1713	03/28/2016	Claims	2	92115	SCHUKNECTS POLYGRAPH SERVICE	175.00	PD PREMEMPLOYMENT POLYGRAPH
			126 - 521 30 41 26 - PROFESSIONAL SERVICES			175.00	
1714	03/28/2016	Claims	2	92116	WILLIAM SCHULER III	1,525.00	PUBLIC DEFENDER-2/2016
			001 - 515 20 41 03 - PROF SERVICES-PUBLIC D			1,525.00	
1715	03/28/2016	Claims	2	92117	SHERWIN-WILLIAMS COMPANY	174.63	5 GAL LTX SA EXTRA
			001 - 576 80 31 00 - SUPPLIES			174.63	
1716	03/28/2016	Claims	2	92118	SHRED-IT US JV LLC	102.62	SHRED SVC-2/2016
			001 - 511 60 41 01 - PROFESSIONAL SERVICES			17.14	
			001 - 513 10 41 01 - PROFESSIONAL SERVICES			17.14	
			001 - 514 23 41 00 - PROFESSIONAL SERVICES			17.14	
			001 - 514 30 41 00 - PROFESSIONAL SERVICES			17.14	
			001 - 524 20 41 00 - PROFESSIONAL SERVICES			8.57	
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			3.43	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			3.43	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			3.43	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			3.43	
			001 - 558 60 41 00 - PROFESSIONAL SERVICES			8.57	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			3.20	
1717	03/28/2016	Claims	2	92119	SIRCHIE FINGER PRINT	109.75	PD DRUG TEST KITS
			001 - 521 22 31 00 - SUPPLIES			109.75	
1718	03/28/2016	Claims	2	92120	DON C. SMITH	323.84	LEOFF 1 RETIREE RX
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			323.84	
1719	03/28/2016	Claims	2	92121	SPRINT ACCT #929468397	81.98	SR CTR INTERNET SVC - 2/2016
			001 - 571 21 42 00 - COMMUNICATION			81.98	
1720	03/28/2016	Claims	2	92122	STAR RENTALS	201.81	SLING 3X16 OLYMPIC SYNTHETIC, PAINT, FLO GREEN
			403 - 535 50 31 00 - SUPPLIES			201.81	
1721	03/28/2016	Claims	2	92123	KYLE STONE	24.29	Refund Utility Deposit
			414 - 586 00 04 14 - DEPOSIT REFUND			24.29	Refund Utility Deposit
1722	03/28/2016	Claims	2	92124	THERMEX VALLEY HEATING	689.14	PD FURNACE REPAIR
			001 - 521 50 48 00 - REPAIRS & MAINTENANCE			689.14	
1723	03/28/2016	Claims	2	92125	TRUE LAW GROUP, PS	2,365.00	PUBLIC DEFENDER
			001 - 515 20 41 03 - PROF SERVICES-PUBLIC D			2,365.00	
1724	03/28/2016	Claims	2	92126	U-HAUL MOVING & STORAGE	533.75	CH STORAGE-3/2016
			001 - 518 20 45 00 - OPERATING LEASES			533.75	
1725	03/28/2016	Claims	2	92127	ULTRAMAX AMMUNITION	231.75	PD SMOKE GRENADES
			001 - 521 22 31 00 - SUPPLIES			231.75	
1726	03/28/2016	Claims	2	92128	UNITED PARCEL SERVICE	7.04	PD SHIPPING
			001 - 521 10 41 00 - PROFESSIONAL SERVICES			7.04	
1727	03/28/2016	Claims	2	92129	UNITED STATES POSTMASTER	819.07	UB STATEMENTS - 3/2016

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			401 - 534 50 42 00 -		COMMUNICATION	273.02	
			403 - 535 50 42 00 -		COMMUNICATION	273.02	
			402 - 537 50 42 00 -		COMMUNICATION	273.03	
1728	03/28/2016	Claims	2	92130	US LINEN & UNIFORM	396.01	PW UNIFORMS- 02/16
			401 - 534 50 21 00 -		UNIFORMS & EQUIPMENT	109.84	
			403 - 535 50 21 00 -		UNIFORMS & EQUIPMENT	109.84	
			402 - 537 50 21 00 -		UNIFORMS & EQUIPMENT	47.08	
			101 - 542 30 21 00 -		UNIFORMS & EQUIPMENT	109.84	
			001 - 576 80 21 00 -		UNIFORMS & EQUIPMENT	19.41	
1729	03/28/2016	Claims	2	92131	VALLEY MEDI-CENTER	222.50	PD VACCINES FEB 2016 ALBA; DURKEE
			001 - 521 10 49 00 -		MISCELLANEOUS	137.50	
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	17.00	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	17.00	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	17.00	
			101 - 542 30 41 00 -		PROFESSIONAL SERVICES	17.00	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES	17.00	
1730	03/28/2016	Claims	2	92132	WA STATE PATROL	280.25	PD BACKGROUND CHECKS JAN 2016; PD BACKGROUND CHECKS FEB 2016
			001 - 521 10 51 00 -		INTERGOVERNMENTAL PF	88.50	
			001 - 521 10 51 00 -		INTERGOVERNMENTAL PF	191.75	
1731	03/28/2016	Claims	2	92133	WAPATO POLICE DEPT	265.55	MEDICALDEC 2015
			001 - 523 20 51 00 -		DETENTION & CORRECTIC	265.55	
1732	03/28/2016	Claims	2	92134	DIANA WELCH	1,500.00	HR TRAINING-2/2016
			001 - 513 10 41 01 -		PROFESSIONAL SERVICES	15.38	
			001 - 513 10 41 01 -		PROFESSIONAL SERVICES	225.00	
			001 - 514 23 41 00 -		PROFESSIONAL SERVICES	30.77	
			001 - 514 23 41 00 -		PROFESSIONAL SERVICES	112.50	
			001 - 514 30 41 00 -		PROFESSIONAL SERVICES	30.77	
			001 - 514 30 41 00 -		PROFESSIONAL SERVICES	112.50	
			001 - 518 31 41 00 -		PROFESSIONAL SERVICES	15.38	
			001 - 521 10 41 00 -		PROFESSIONAL SERVICES	30.77	
			001 - 521 10 41 00 -		PROFESSIONAL SERVICES	225.00	
			001 - 521 21 41 00 -		PROFESSIONAL SERVICES	30.77	
			001 - 521 22 41 00 -		PROFESSIONAL SERVICES	184.62	
			001 - 524 20 41 00 -		PROFESSIONAL SERVICES	23.08	
			001 - 528 80 41 00 -		PROF SERVICES	30.77	
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	30.77	
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	45.00	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	30.77	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	45.00	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	30.77	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	45.00	
			101 - 542 30 41 00 -		PROFESSIONAL SERVICES	30.77	
			101 - 542 30 41 00 -		PROFESSIONAL SERVICES	45.00	
			001 - 558 60 41 00 -		PROFESSIONAL SERVICES	23.08	
			001 - 571 21 41 00 -		PROFESSIONAL SERVICES	15.38	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES	46.15	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES	45.00	
1733	03/28/2016	Claims	2	92135	ROGER E WENTZ	28.41	NLC CONFERENCE
			001 - 511 60 43 00 -		TRAVEL	28.41	
1734	03/28/2016	Claims	2	92136	WILBERT PRECAST	254.27	6'X24' C.I. (SEWER)
			401 - 534 50 31 00 -		SUPPLIES	254.27	
1735	03/28/2016	Claims	2	92137	YAKIMA CITY TREASURER	966.18	1 HP PROBOOK LAPTOP-DENNIS HENNE
			401 - 534 50 31 00 -		SUPPLIES	193.24	
			403 - 535 50 31 00 -		SUPPLIES	193.24	
			402 - 537 50 31 00 -		SUPPLIES	193.24	

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			101 - 542 30 31 00 - SUPPLIES			193.23	
			128 - 547 60 31 00 - OFFICE & OPERATING SUP			193.23	
1736	03/28/2016	Claims	2	92138	YAKIMA CO DISTRICT COURT	22,225.50	MUNICIPAL COURT OPERATIONS - 3/2016
			001 - 512 50 51 01 - INTERGOVERNMENTAL PF			22,225.50	
1737	03/28/2016	Claims	2	92139	YAKIMA CO PRINTING DEPT	35.17	BUSINESS CARDS CHIEF
			001 - 521 10 31 00 - SUPPLIES			35.17	
1738	03/28/2016	Claims	2	92140	YAKIMA CO PUBLIC SERVICES	1,454.32	STORMWATER UTILITY- CITY REIMB; STORMWATER UTILITY- CITY REIMB 01/1-01/31/2016
			403 - 531 30 51 03 - STORMWATER-INTERGOV			1,218.32	
			403 - 531 30 51 03 - STORMWATER-INTERGOV			236.00	
1739	03/28/2016	Claims	2	92141	YAKIMA COOPERATIVE ASSN	92.12	JANITOR / CLK FUEL-2/2016
			001 - 514 30 32 00 - FUEL			29.62	
			001 - 518 31 32 00 - FUEL			62.50	
1740	03/28/2016	Claims	2	92142	YAKIMA HEALTH DISTRICT	175.00	CONF ROOM RENTAL-STAFF/SUPERVISOR TRAINING
			001 - 513 10 45 00 - OPERATING RENTALS & LI			37.50	
			001 - 514 23 45 00 - OPERATING RENTALS & LI			18.76	
			001 - 514 30 45 00 - OPERATING RENTALS & LI			37.50	
			001 - 521 10 45 00 - OPERATING LEASES & RE			18.76	
			001 - 524 20 45 00 - OPERATING RENTALS & LI			8.94	
			401 - 534 50 45 00 - OPERATING RENTALS & LI			8.92	
			403 - 535 50 45 00 - OPERATING RENTALS & LI			8.92	
			402 - 537 50 45 00 - OPERATING RENTALS & LI			8.92	
			101 - 542 30 45 00 - OPERATING RENTALS & LI			8.92	
			001 - 558 60 45 00 - OPERATING RENTALS & LI			8.94	
			001 - 576 80 45 00 - OPERATING RENTALS & LI			8.92	
1741	03/28/2016	Claims	2	92143	YAKIMA VALLEY CONFERENCE	144.05	TECHINICAL ASSSTANCE-2/2016
			001 - 558 60 41 00 - PROFESSIONAL SERVICES			144.05	
1742	03/28/2016	Claims	2	92144	YAKIMA VALLEY TOURISM	1,833.33	TOURISM PROMOTION-3/2016
			107 - 557 30 41 00 - YAKIMA VALLEY TOURISM			1,833.33	
			001 Current Expense Fund			81,207.88	
			101 Street Fund			22,067.25	
			107 Convention Center Reserve Fund			7,579.38	
			108 Tourism Promotion Area Fund			1,875.00	
			116 City Hall Building Reserve Fund			77.50	
			121 Street Development Reserve Fund			5,624.28	
			124 Infrastructure Reserve Fund			6,803.75	
			126 Crime Prevention Assessment Fund			1,975.00	
			128 Transit System Fund			256.90	
			170 Housing Rehabilitation Fund			52.50	
			401 Water Fund			11,863.35	
			402 Garbage Fund			1,408.10	
			403 Sewer Fund			22,271.02	
			404 Water Improvement Reserve			17,866.25	
			405 Sewer Improvement Reserve			18,330.00	
			414 Water Deposits			183.77	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 10:46:07 Date: 03/22/2016

MCAG #: 0853

01/01/2016 To: 03/31/2016

Page: 12

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
						199,441.93	Claims: 199,441.93

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