

# UNION GAP CITY COUNCIL

## SPECIAL MEETING AGENDA

MONDAY, MAY 18, 2015 – 6:00 P.M.

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

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

- II. 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.

#### Public Hearings:

1. Borton and Sons, Inc. Development Agreement;
2. Community Development Block Grant (CDBG).

### III. GENERAL ITEMS

#### Public Works/Community Development

1. Resolution No. \_\_\_\_\_ - Borton and Sons Development Agreement;
2. Venue Management Services – Request for Qualifications;
3. Resolution No. \_\_\_\_\_ - Set Public Hearing on Annexation Petition.

- 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. COMMUNICATIONS/QUESTIONS/COMMENTS

### VII. DEVELOPMENT OF NEXT AGENDA

### VIII. ANY OTHER BUSINESS

### IV. ADJOURN SPECIAL MEETING

# **PUBLIC HEARINGS**



## City Council Communication

**Meeting Date:** May 18, 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Public Hearing – Borton and Sons, Inc. Development Agreement

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**SYNOPSIS:** A Public Hearing, to consider oral and written comments regarding Proposed Development Agreement between the City and Borton and Sons, Inc.

**RECOMMENDATION:** Hold Public Hearing

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A



## City Council Communication

**Meeting Date:** May, 18 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Public Hearing – Community Development Block Grant (CDBG)

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**SYNOPSIS:** The purpose of the public hearing is to inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities, particularly from lower income persons and persons residing in the City of Union Gap and to notify the public that the City of Union Gap will be submitting an application for funding assistance to Rural Development (RD), a division of the United State Department of Agriculture.

**RECOMMENDATION:** hold Public Hearing

**LEGAL REVIEW:** NA

**FINANCIAL REVIEW:** NA

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A

# **GENERAL ITEMS**



## City Council Communication

**Meeting Date:** May 18, 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Borton and Sons Development Agreement

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**SYNOPSIS:** the City Council conducted a public meeting on May 18, 2015 to inform citizens and receive comments on proposed Development Agreement between the City and Borton and Sons, Inc. The Development Agreement establishes certain development rights and allows Borton & Sons Inc. to develop certain properties within the proposed annexation area.

Attached is a proposed Development Agreement between the City and Borton and Sons, Inc.

**RECOMMENDATION** Adopt Resolution authorizing City Manager to sign Development Agreement between the City and Borton and Sons, Inc. regarding establishment of certain development rights.

**LEGAL REVIEW:** Reviewed by City attorney

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

Public meeting on July 28, 2014  
May 11, 2015 City Council Meeting  
Public Hearing on May 18, 2015

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Development Agreement

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

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

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

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

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

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

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

**PASSED** this 18th day of May, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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

## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into as of this 18th day of May, 2015 by and between the City of Union Gap (CITY), a Washington Municipal Corporation, and Borton and Sons, Inc. (BORTON), a Washington corporation for the purpose of confirming and memorializing conditions and requirements for the grant of certain benefits obtained by BORTON in exchange for certain obligations as outlined in this agreement. This Agreement relates to portions of property described in the attached Exhibit “A”. This Agreement is authorized by RCW 36.70B.170, et seq.

### RECITALS

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



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

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

### AGREEMENT

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

Cost Overruns:

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

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

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

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

Executed as of the date and year first above written.

Borton and Sons, Inc.

City of Union Gap, Washington

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

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

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

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

Approved as to Form by:

Approved as to Form by:

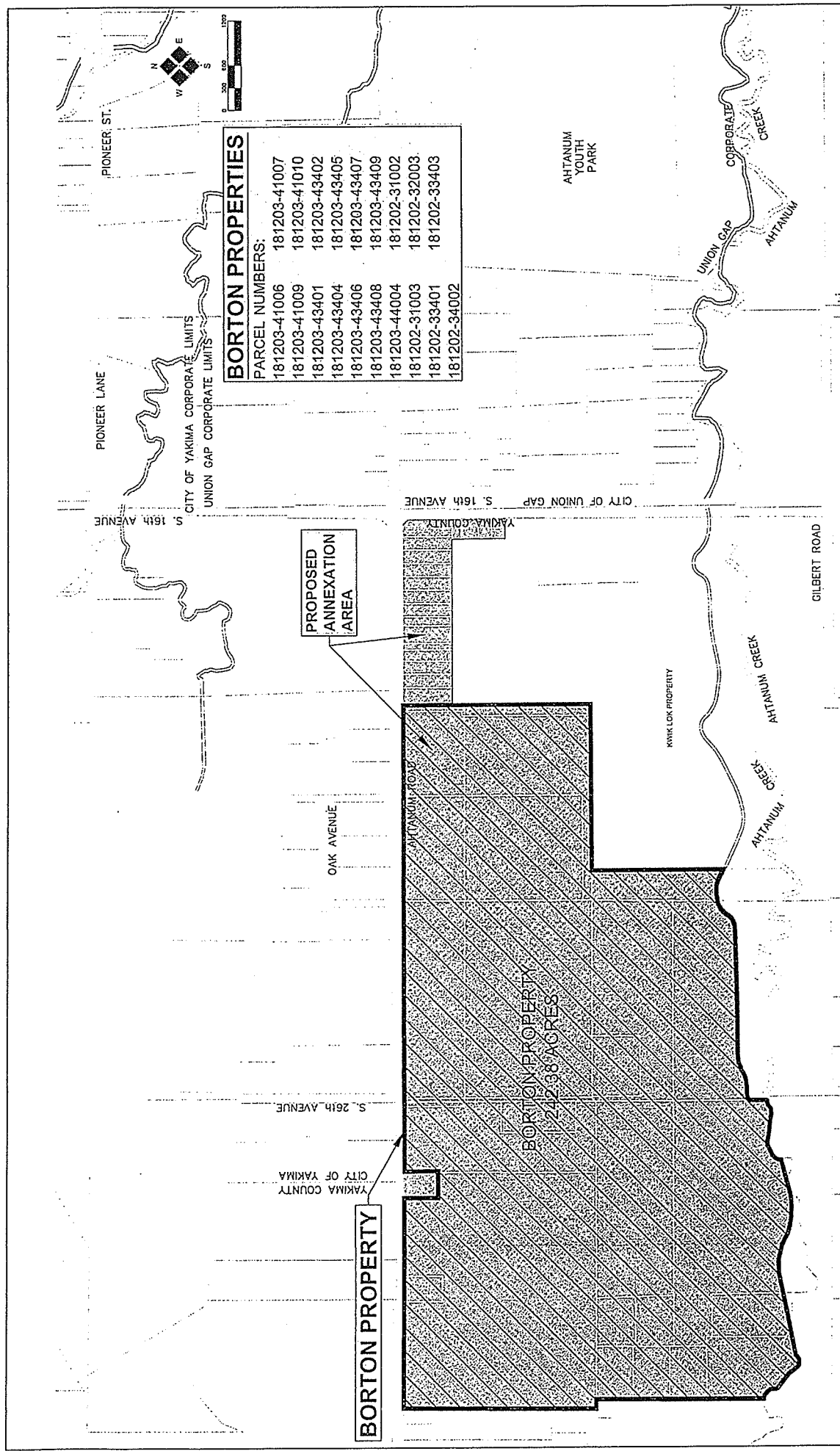
\_\_\_\_\_  
James Carmody, Attorney for  
Borton and Sons, Inc.

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



Attachment A

[PROPERTY]



**BORTON PROPERTIES**

PARCEL NUMBERS:	
181203-41006	181203-41007
181203-41009	181203-41010
181203-43401	181203-43402
181203-43404	181203-43405
181203-43406	181203-43407
181203-43408	181203-43409
181203-44004	181202-31002
181202-31003	181202-32003
181202-33401	181202-33403
181202-34002	

**PROPOSED ANNEXATION AREA**

**BORTON PROPERTY**

**BORTON PROPERTY**  
212.38 ACRES

<p><b>HLA</b> Hubbicus, Louman Associates, Inc. Civil Engineering • Land Surveying • Planning</p>	<p>2803 River Road Yakima, WA 98902 509-946-7000 Fax 509-946-3800 www.hlabid.com</p>	<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li> PROPOSED ANNEXATION AREA</li> <li> PROPOSED BORTON PACKING CENTER</li> </ul>	<p>JOB NUMBER: 14035 DATE: 5-6-15 FILE NAMES: DA-CORP-AREA DRAWING: DA-CORP-AREA DRAWN BY: BFP</p>	<p>SHEET 1 of 1</p>
	<p><b>BORTON PACKING CENTER</b> UNION GAP ANNEXATION AREA DEVELOPERS AGREEMENT</p>			<p>EXHIBIT A</p>

Attachment B

[IMPROVEMENTS COST ESTIMATES]



**City of Union Gap**  
**Borton Packing Center**  
**Preliminary Project Cost Estimate**  
HLA Project No. 15012



<u>Project Element</u>	<u>Estimated Cost</u>
Street Improvements	\$ 673,600
Potable Water Improvements	\$ 1,459,300
Sanitary Sewer Improvements	\$ 1,027,700
<b>Total Project Cost</b>	<b>\$ 3,160,600</b>

**City of Union Gap**  
**Borton Packing Center**

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



ITEM No.	ITEM	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization (7%)	LS	1	\$ 29,900	\$ 29,900
2	Maintenance & Protection of Traffic	LS	1	\$ 15,000	\$ 15,000
3	Construction Signs, Class A	SF	40	\$ 15	\$ 600
4	SPCC Plan	LS	1	\$ 1,000	\$ 1,000
5	Erosion / Water Pollution Plan	LS	1	\$ 2,000	\$ 2,000
6	Clearing & Grubbing	LS	1	\$ 4,000	\$ 4,000
7	Removal of Structures and Obstructions	LS	1	\$ 5,000	\$ 5,000
8	Cement Concrete Curb & Gutter	LF	2,600	\$ 10	\$ 26,000
8	Cement Concrete Sidewalk - 4" Thick	SY	1,444	\$ 35	\$ 50,540
9	Commercial Road Approach	EA	4	\$ 3,500	\$ 14,000
10	Permanent Signing	EA	4	\$ 300	\$ 1,200
11	HMA	TON	53	\$ 90	\$ 4,770
12	Crushed Surfacing Top Course	TON	450	\$ 19	\$ 8,550
13	Catch Basin, Type 1	EA	12	\$ 1,500	\$ 18,000
14	Catch Basin, Type 2	EA	4	\$ 2,500	\$ 10,000
15	Drain Rock Envelope	LF	400	\$ 100	\$ 40,000
16	CDS Unit	EA	8	\$ 8,000	\$ 64,000
17	(2) Schedule 40 Pvc Electrical Conduit, 2" Dia. ((Electrical)	LF	2600	\$ 20	\$ 52,000
18	Schedule 40 Pvc Electrical Conduit, 2" Dia. (Telephone)	LF	2600	\$ 10	\$ 26,000
19	Schedule 40 Pvc Electrical Conduit, 2" Dia. (Cable)	LF	2600	\$ 10	\$ 26,000
20	Electrical Transformer Box	EA	12	\$ 1,500	\$ 18,000
21	Junction Box	EA	12	\$ 350	\$ 4,200
22	Illumination	EA	12	\$ 3,000	\$ 36,000
Estimate prepared by:		Subtotal			\$ 456,760
		Contingencies (10%)			\$ 45,700
		Subtotal w/ Contingencies			\$ 502,460
		Sales Tax (8.1%)			\$ 40,700
		Total Estimated Construction Cost			\$ 543,160
Michael R. Heit, PE		Design Engineering (12%)			\$ 65,200
Huibregtse, Louman Associates, Inc.		Construction Engineering (13%)			\$ 65,240
		Total Estimated Street Impr. Cost			\$ 673,600

**City of Union Gap**  
**Borton Packing Center**  
**Cost Estimate - Water Improvements**  
**HLA Project No. 15012**



ITEM No.	ITEM	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization (7%)	LS	1	\$ 63,800	\$ 63,800
2	Maintenance & Protection of Traffic	LS	1	\$ 10,000	\$ 10,000
3	Construction Signs, Class A	SF	40	\$ 15	\$ 600
4	SPCC Plan	LS	1	\$ 500	\$ 500
5	Erosion / Water Pollution Plan	LS	1	\$ 2,000	\$ 2,000
6	Clearing & Grubbing	LS	1	\$ 2,000	\$ 2,000
7	Removal of Structures and Obstructions	LS	1	\$ 5,000	\$ 5,000
8	12" Butterfly Valve	EA	9	\$ 1,500	\$ 13,500
9	16" Butterfly Valve	EA	1	\$ 2,700	\$ 2,700
9	DI Water Main, 12" Dia.	LF	4,700	\$ 60	\$ 282,000
10	DI Water Main, 16" Dia.	LF	1,000	\$ 80	\$ 80,000
11	Booster Pump Station	EA	1	\$ 300,000	\$ 300,000
12	Fire Hydrant Assembly	EA	8	\$ 3,800	\$ 30,400
13	Select Backfill, as directed	CY	1,000	\$ 30	\$ 30,000
14	Asphalt Pavement Repair	SY	700	\$ 50	\$ 35,000
15	Asphalt Treated Base (ATB)	TON	640	\$ 75	\$ 48,000
16	HMA CL 1/2" PG 64-28	TON	320	\$ 90	\$ 28,800
17	Crushed Surfacing Base Course	TON	1,700	\$ 19	\$ 32,300
18	Testing Water Main	LF	5,700	\$ 1.50	\$ 8,550
Estimate prepared by:		Subtotal			\$ 975,150
		Contingencies (10%)			\$ 97,500
		Subtotal w/ Contingencies			\$ 1,072,650
		Sales Tax (8.1%)			\$ 86,880
		Total Estimated Construction Cost			\$ 1,159,530
Michael R. Heit, PE Huibregtse, Louman Associates, Inc.		Design Engineering (12%)			\$ 139,100
		Construction Engineering (13%)			\$ 150,670
		Yakima City Street-Break Fee			\$ 10,000
		<b>Total Estimated Water Impr. Cost</b>			<b>\$ 1,459,300</b>

**Assumptions:**

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

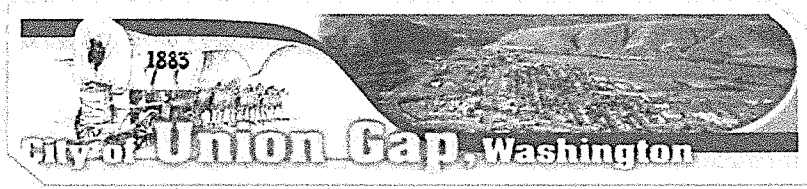
**City of Union Gap**  
**Borton Packing Center**  
**Cost Estimate - Sewer Improvements**  
**HLA Project No. 15012**



ITEM No.	ITEM	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization (7%)	LS	1	\$ 45,200	\$ 45,200
2	Maintenance & Protection of Traffic	LS	1	\$ 10,000	\$ 10,000
3	Construction Signs, Class A	SF	50	\$ 15	\$ 750
4	SPCC Plan	LS	1	\$ 500	\$ 500
5	Erosion / Water Pollution Plan	LS	1	\$ 2,000	\$ 2,000
6	Clearing & Grubbing	LS	1	\$ 2,000	\$ 2,000
7	Removal of Structures and Obstructions	LS	1	\$ 10,000	\$ 10,000
8	Shoring or Extra Excavation	LF	4,810	\$ 1	\$ 4,810
9	PVC Sanitary Sewer Main, 12" Dia.	LF	4,810	\$ 85	\$ 408,850
10	Sanitary Sewer Manhole	EA	18	\$ 2,500	\$ 45,000
11	Select Backfill, as directed	CY	1,000	\$ 30	\$ 30,000
11	Asphalt Treated Base (ATB)	TON	640	\$ 75	\$ 48,000
12	HMA CL 1/2" PG 64-28	TON	320	\$ 90	\$ 28,800
13	Crushed Surfacing Base Course	TON	1,700	\$ 19	\$ 32,300
14	Natural Surface Repair	SY	100	\$ 10	\$ 1,000
15	Testing Sewer Main	LF	4,800	\$ 1.50	\$ 7,200
16	Minor Change	FA	1	\$ 15,000	\$ 15,000
Estimate prepared by:		Subtotal			\$ 691,410
		Contingencies (10%)			\$ 69,100
		Subtotal w/ Contingencies			\$ 760,510
		Sales Tax (8.1%)			\$ 61,600
		Total Estimated Construction Cost			\$ 822,110
Michael R. Heit, PE		Design Engineering (12%)			\$ 98,700
Huibregtse, Louman Associates, Inc.		Construction Engineering (13%)			\$ 106,890
		Total Estimated Sewer Impr. Cost			\$ 1,027,700

Assumptions:

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



## City Council Communication

**Meeting Date:** May 18, 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Venue Management Services – Request for Qualifications

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**SYNOPSIS:** professional Venue Management Services may increase events scheduled for the Barn and Activities building and thus revenues from renting those buildings.

**RECOMMENDATION:** authorize staff to publish RFQ for Venue Management Services.

**LEGAL REVIEW:** City attorney reviewed the draft RFQ.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

Discussed at the May 4, 2015 Public Works/Community Development Committee Meeting.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Draft RFQ

**DRAFT – DRAFT – DRAFT**  
**CITY OF UNION GAP, WASHINGTON**  
**REQUEST FOR QUALIFICATIONS**  
**VENUE MANAGEMENT SERVICES**

The City of Union Gap invites interested individuals or firms to submit qualifications for contracted Venue Management Services. **Submissions are due at City Hall by 5:00 p.m. on Monday, June 15, 2015.**

The City seeks services encompassing the overall management and promotion of the “Barn” and “Activities Building” venues in the Ahtanum Youth Activities Park in Union Gap, Washington.

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

MINIMUM QUALIFICATIONS

Interested individuals or firms must have demonstrated experience in the management of one or more venues for weddings, receptions, reunions, and similar events, including the marketing of the venue(s), scheduling, customer service, and budget forecasts.

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

GENERAL INFORMATION

The purpose of this Request for Qualifications (RFQ) is to solicit and select a qualified individual or firm to provide contracted venue management services for two prestigious and unique venues in the City-owned Ahtanum Youth Activities Park. The City of Union Gap is a Council/Manager form of government and a code city as described under Title 35A of the Revised Code of Washington. The City seeks a venue manager with hospitality and marketing experiences to manage and promote these two venues to maximize revenues while promoting the venues as destinations to support tourism and related economic development goals.

SCOPE OF SERVICES

The City will need comprehensive venue management services including but not limited to:

- development of multi-year strategic marketing and promotion plan
- active promotion services with appropriate advertising locally, regionally, and state-wide in coordination with the City’s other marketing efforts
- ability to work with diverse stakeholders in the hospitality/tourism business including the City’s Lodging Tax Advisory Committee, City Council, and City Staff

-a high-level of prompt, customer-oriented service to promote word-of-mouth and repeat customer business to maximize venue revenues

-enthusiasm and commitment to the promotion of these venues and the City of Union Gap.

### SELECTION PROCESS

The City Manager will review all proposals and may invite the most qualified individuals/firms to an interview. The City Manager will provide a list of finalists to the City Council who will interview all finalists. **The expected date of this interview is June 22, 2015.** In reviewing and evaluating the submitted statements of qualifications and interviews, the following criteria will be used:

-advanced knowledge and/or experience with hospitality/promotion activities especially those of similar-size venues

-successful management of hospitality or recreational property

-availability to communicate with diverse customers and to provide a positive customer experience from first contact to final settlement of venue expenses and return of customer deposit

-ability to respond to customer inquiries and resolve customer complaints swiftly and as amiably as possible

-ability to work with City Staff on long-term capital maintenance and improvement of both venues

-proposed compensation package, inclusive of all service costs. The City is open to a variety of approaches but seeks as venue manager a partner willing to assume marketing/promotion costs out of venue revenues shared with the City which seeks to maximize revenues to off-set operating costs for the venue and to set aside funds for venue improvements. The City reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including costs.

- references including contact person and telephone numbers of customers or organizations for which the individual/firm has provided services.

### QUESTIONS

Questions regarding this Request for Qualifications are welcomed and should be directed to Rodney Otterness, City Manager, Union Gap, Washington 509/248-0432 [rotterness@cityofuniongap.com](mailto:rotterness@cityofuniongap.com).

### TERMS AND CONDITIONS

Not all proposers may be interviewed. The proposer shall be responsible for the accuracy of the information supplied. The City of Union Gap reserves the right to reject any and all proposals, to issue one or more agreement(s) for the intended scope of services, to waive minor irregularities, to issue additional RFQs or RFPs, and to either substantially modify or abandon

the selection process prior to any award of a contract. The City reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. Nothing contained herein shall require the City of Union Gap to award a contract and the City of Union Gap reserves the right to determine its own selection criteria in the award of the final agreement. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall at a minimum reflect the specifications in the RFQ. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the City. The City shall not be responsible for any costs incurred by the individual/firm in preparing, submitting, or presenting its response to this RFQ.

### SCHEDULE

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

**Deadline for submittal of proposals – June 15, 2015 at 5:00 p.m.** All submissions must be received by the City on this date.

Interviews with City Manager: June 16-17, 2015

Finalist interviews with City Council: June 22, 2015

Tentative starting date: July 1, 2015

### SUBMISSION DEADLINE

**Response materials shall be submitted on or before 5:00 p.m. on Monday, June 15, 2015 to:**

Karen Clifton, Director of Finance and Administration, 107 W. Ahtanum Road, P.O. Box 3008, Union Gap, WA 98903; [kclifton@cityofuniongap.com](mailto:kclifton@cityofuniongap.com).

Late submissions or telephone proposals will not be accepted. Digital proposals may be submitted via email but the City assumes no responsibility for formatting or transmission errors. Proposers are encouraged to confirm with the City prior to the submission deadline that their submission has been received.

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

DRAFT 5-13-15





## City Council Communication

**Meeting Date:** May 18, 2015  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Set Public Hearing on Annexation Petition

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**SYNOPSIS:** Set a Public Hearing for June 8<sup>th</sup>, 2015 purpose of hearing is to invite interested persons to appear and voice approval or disapproval of the annexation.

**RECOMMENDATION:** Adopt a resolution setting a public hearing to invite interested persons to appear and voice approval or disapproval of the annexation, on June 8, 2015 at 6:00 p.m.

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

**FINANCIAL REVIEW:** N/A

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

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

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

**A RESOLUTION** Setting a Public Hearing for June 8<sup>th</sup>, 2015 regarding the Borton & Sons Inc. (Borton Fruit's) legally sufficient Petition for Annexation (RCW35A.14.130)

**WHEREAS**, the City Council conducted a public meeting on July 28, 2014 to consider the Notice of Intent to Annex and prepare and circulate a Petition for Annexation;

**WHEREAS**, the purpose of this hearing is to give proponents and opponents an opportunity to speak of the annexation;

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

The City Council of the City of Union Gap now wishes to invite interested persons to appear and voice approval or disapproval of the annexation at a public Hearing on June 8<sup>th</sup>, 2015

**PASSED** this 8<sup>th</sup> day of June, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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