

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 22, 2015 – 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 June 8, 2015, As attached to the Agenda and maintained in electronic format;

B. Approve Vouchers:

Claims Vouchers – EFT's and Voucher Nos. 90255 through 90300 for June 22, 2015, in the amount of \$105,970.46;

C. 2014 Water Main Improvements – HLA Change Order No. 1

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

IV. GENERAL ITEMS

Public Works/Community Development

1. Resolution No. _____ - WA State Recreational and Conservation Office - Youth Athletic Facilities Program;
2. Resolution No. _____ - SIED Loan/Grant – Annexation Utility Extension Project;

3. Resolution No. _____ - Yakima County Technology Services-Franchise and General Utility Easement.

City Manager

1. Resolution No. _____ - City Attorney Contract;
2. Venue Management Services – Interview Finalist Yakima Youth Soccer Association and Vine Venue/Skateland Fun Center and approve:

Resolution No. _____ - Venue Management Services.

- 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

XI. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date: June 22, 2015
From: David Spurlock; Deputy Director of Public Works & Community Development
Topic/Issue: Resolution – WA State Recreation and Conservation Office -Youth Athletic Facilities Program

SYNOPSIS: The City submitted a Letter of Intent to apply for funding assistance to the Washington State Recreation and Conservation Office (RCO) and is now authorized to submit a grant application under the Youth Athletic Facilities Program (YAF), for renovation of outdoor athletic facilities.

Staff now requests approval to submit an application for up to \$150,000 in grant assistance for additional soccer fields, entrance improvements, safety and general outdoor recreation opportunity enhancements at the Ahtanum Youth Activities Park, as detailed on the attached *RCO-Youth Park Projects* list, with a total cost of \$303,225.

RECOMMENDATION: Approve a resolution authorizing an application for funding assistance to the RCO board under the YAF program.

LEGAL REVIEW: The City Attorney has reviewed the resolution.

FINANCIAL REVIEW: The approximate cost will be \$153,589. Yakima Youth Soccer Association and the City will share these costs with the City's portion being paid from the Park Development Reserve Fund (106)

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. RCO – Youth Park Projects list

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION; This is a resolution that authorizes submitting application for grant funding assistance for Youth Athletic Facilities project(s) to the Recreation and Conservation Office as provided in WAC 286 and subsequent Legislative action.

WHEREAS, under the provisions of the Youth Athletic Facilities (YAF) program, state grant assistance is requested to aid in financing the cost of facility development; and;

WHEREAS, the City submitted a Letter of Intent to apply for funding assistance to the Recreation and Conservation Funding Board; and;

WHEREAS our organization considers it in the best public interest to complete the project described in the application(s);

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

Section 1.

1. The City Manager is authorized to make formal application to the Recreation and Conservation Office for grant assistance;
2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above;
3. Our organization expects that our matching share of project funding will be derived from the Park Development Reserve Fund (106) and that pursuant to WAC 286-13-040 (3) we must certify the available match at least one month before funding approval. In Addition, our organization is responsible for supporting all non-cash commitments to this project should they not materialize.
4. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning we will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to our vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
5. We acknowledge that any facility developed through grant assistance from the Recreation and Conservation Funding Board must be reasonably maintained and made available to the general public at reasonable hours and times of the year

according to the type of area or facility unless other restrictions have been agreed to by the Recreation and Conservation Office Director of the Recreation and Conservation Funding Board.

6. We acknowledge that any facility developed with grant assistance from the Recreation and Conservation funding Board must be dedicated for public outdoor recreation purposes, and be retained and maintained for at least 20 years from the date of final project reimbursement unless otherwise provided and agreed to by our organization, the Recreation and Conservation Funding Board.
7. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and
8. We provide appropriate opportunity for public comment on this application.

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

PASSED in the City of Union Gap, this 22nd day of June, 2015.

Roger Wentz, Mayor

ATTEST:

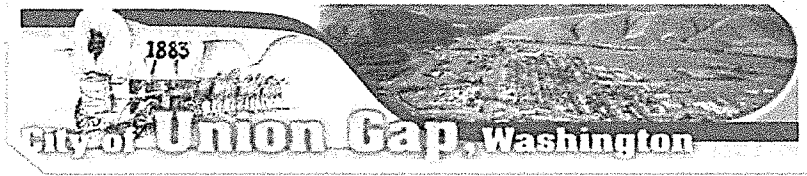
APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

Youth Park Projects/RCO

3.70 acres of new irrigated fields	\$78,000 3 new fields
Access Improvements	\$85,000 Roundabout, drop off area, entry gate
Parking Improvements	\$19,260 adding 137 new stalls, grading, gravel, bumper curbs
Security Lighting (5ea.)	\$13,564 convert to LED install 5 new lights
Perimeter fencing	\$29,400 7' & 6' chain link
Diseased Tree Removal/Replacement	\$15,000
Permitting	\$20,000
Outside Indoor Field (Synthetic)	\$43,000
	\$303.225



City Council Communication

Meeting Date: June 22, 2015
From: David Spurlock; Deputy Director of Public Works & Community Development
Topic/Issue: Resolution - SIED Loan/Grant – Annexation Utility Extension Project

SYNOPSIS: The City is interested in developing a Public/Private Partnership by entering into a contract with Yakima County SIED Program. SIED funding will enable the City to construct certain infrastructure improvements known as the Borton Fruit's Expansion Project.

SIED funding in the total amount of \$1,500,000; \$750,000 of which is a loan and \$750,000 of which is a grant.

RECOMMENDATION: Approve a Resolution authorizing the City Manager to sign Contract #YC-BF-15 with the Yakima County for a Yakima County Development Association Supporting Investments In Economic Development (SIED) grant and loan for Borton Fruit's Expansion Project.

LEGAL REVIEW: The City Attorney has reviewed the resolution.

FINANCIAL REVIEW: The SIED loan payments will be paid from the Infrastructure Reserve Fund, which has a current balance of \$466,893.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. SIED Contract

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign Contract #YC-BF-15 with the Yakima County regarding a Yakima County Development Association SIED (Supporting Investments In Economic Development) grant and loan for Borton Fruit's Expansion Project.

WHEREAS, the City Council for the City of Union Gap is interested in investing in public facilities that will stimulate and facilitate economic development to create and retain businesses and jobs within the City and within Yakima County;

WHEREAS, the City of Union Gap's Borton Fruit's Expansion Project will promote and enhance economic development in the area;

WHEREAS, the City of Union Gap had the option of pursuing Yakima County SIED funding through loans and grants to facilitate the construction of the project and to promote economic development in the area;

WHEREAS, the City of Union Gap's Borton Fruit's Expansion Project was chosen to receive SIED funding in the total amount of \$1,500,000; \$750,000 of which is a loan and \$750,000 of which is a grant;

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

The City Manager is authorized to sign Contract #YC-BF-15 with Yakima County regarding the Yakima County SIED loan / grant for Borton Fruit's Expansion Project.

PASSED this 22nd day of June, 2015.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

RECEIVED

JUN 11 2015

BOARD OF

YAKIMA COUNTY

CITY OF UNION GAP
COMMISSIONERS

* District One
Michael D. Leita

* District Two
Kevin J. Bouchey

* District Three
Rand Elliott

June 8, 2015

Dennis Henne, Director of Public Works
City of Union Gap
P.O. Box 3008
Union Gap, WA 98903

RE: SIED Contract Number YC-BF-15

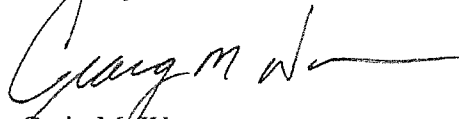
Dear Mr. Henne:

Enclosed are four originals of SIED Contract Number YC-BF-15 between Yakima County and the City of Union Gap for signatures by the City of Union Gap officials. This agreement is for the Borton Fruit project.

Please return all four signed originals to this office. We will send you one original for your files after approval by the Yakima County Board of Commissioners.

Thank you.

Sincerely,



Craig M. Warner
Financial Services Director

Enclosures: 4

**YAKIMA COUNTY
and
CITY OF UNION GAP
(Borton Fruit)**

1. PARTIES

This Supporting Investments in Economic Diversification (hereinafter referred to as SIED) Contract is made by and between Yakima County (hereinafter referred to as **the County**) whose address is 128 North Second Street, County Courthouse, Room 232, Yakima, Washington 98901, and **the City of Union Gap** (hereinafter referred to as **the City**) whose address is P.O. Box 3008, Union Gap, Washington 98903. Notices between the parties shall be made where and as provided for on Page 7, Section 22, NOTICES.

2. TERM

This Contract takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section 5, MUTUAL CONSIDERATION, Subsection B. REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section 8, SUSPENSION, TERMINATION, AND CLOSEOUT, provided, the County's right under Section 5, MUTUAL CONSIDERATION, Subsection D. OWNERSHIP AND USE, to use the Project shall continue so long as the Project remains in use.

3. PURPOSE

The purpose of this Contract is to provide for the construction of certain infrastructure improvements (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure. The Project will extend potable water and sanitary sewer lines to Borton Fruit's Expansion along Ahtanum Road, south of the Yakima airport. This project will construct approximately 6,100 linear feet of 12 inch water main and 4,880 linear fee of 12 inch gravity sewer main.

4. RECITALS

- A. The Parties make this Contract based on and in recognition of certain relevant facts and circumstances including:
- B. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040.
- C. The City proposes to construct the Project with a combination of City, private, and County funds, including **\$1,500,000.00 from the SIED Fund, \$750,000.00 to be in the form of a loan, and \$750,000 to be in the form of a grant**, and thereafter to own and operate the Project for the benefit of the City and the County.

- D. RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals.
- E. RCW 43.160 and 43.160.020 adopted and amended for related purposes with those of RCW 82.14.370, define public facilities to include various buildings, structures and works, such as the Project.
- F. The County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development.
- G. The County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- H. New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval.
- I. The SIED Fund balance is sufficient to make the requested contribution to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

5. MUTUAL CONSIDERATION

- A. **COUNTY LOAN**—The County shall *loan Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00)* for the Project described herein. **This loan amount shall be drawn on the SIED Fund by County warrant, payable to the City, upon the next available Yakima County Auditor's warrant issue.**
- B. **REPAYMENT OF COUNTY LOAN**—The City shall *repay* the County's loan of **Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) with interest on unpaid principal, at an annual per annum rate of 2.76%**, which is the Municipal Market Data (MMD) yield for the equivalent term of the loan. In the event the contract is fully executed after July 21, 2015, the parties agree to use the current MMD yield, or the Yakima County Interfund Loan Rate, whichever is greater, on the date this contract is fully executed by both parties. Interest shall accrue from the date this contract is approved by the County.

Repayment of principal and interest shall be made in fifteen annual installments. The first payment shall be due on June 1, 2017, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2031; Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.

Payment shall be by check payable to Yakima County Infrastructure Fund and delivered to Yakima County Treasurer, Yakima County Courthouse, Room 115, 128

North 2nd Street, Yakima, WA 98901. The City obligation hereunder shall be a limited general obligation of the City, payable from any legally available source of funds. Exhibit A attached hereto and incorporated herein reflects the Debt Service Schedule as noted.

In the event of payment by the City of any one or more installments, or of the entire loan balance, before the date prescribed in Exhibit A, interest shall accrue on such installment(s) or balance until, but not beyond, the June 1 next succeeding the date of such payment(s). If more than one installment is paid during any repayment year, then the repayment period recited above shall be correspondingly shortened and the scheduled of payments reflected in Exhibit A shall be correspondingly advanced.

- C. **COUNTY GRANT**—The County shall *grant* **Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00)** to the City for the Project described herein. **This grant shall be by County warrant drawn on the SIED Fund and payable to the City within 30 days of the County’s receipt of a signed copy of the Project engineer’s certificate that 50 percent of the work on the Project has been completed and the City’s invoice for said grant.**

- D. **OWNERSHIP AND USE**—The City shall construct, own, maintain, and operate the Project as a part of its public infrastructure for economic development, available for use by manufacturing and industrial concerns proximate to the Project. The City shall also permit the use of the Project by the County and its departments on like terms with other users, at such time as the Board of Yakima County Commissioners may deem expedient. For purposes of this paragraph, ownership, maintenance, and operation of the Project or any portion thereof by another municipality, under any conveyance or dedication, which is subject to and preserves the County’s right of use, shall be deemed ownership, maintenance, and operation by the City.

6. RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports, and follow such procedures as may be required by the County, pertaining to this Contract. All records pertaining to this Contract and work undertaken hereunder shall be retained by the City for a period of seven years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State and Federal government shall have access to any books, documents, papers, and records of the City, which pertain to this Contract or work undertaken hereunder for the purpose of making audit, examination, excerpts, and transcriptions.

7. RELATIONSHIP OF PARTIES AND AGENTS

- A. The relationship of the City to the County, with regard to construction of the Project, shall be that of an independent contractor rendering professional services. The City shall have no authority to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City.

- B. The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform work under this Contract. Such personnel shall not be employees of the County. All such personnel, contractors, and/or subcontractors shall be fully qualified and authorized/permitted under State and/or local law to perform such services.
- C. All services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

8. SUSPENSION, TERMINATION, AND CLOSEOUT

- A. If the City fails to comply with the terms and conditions of this Contract, the County may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Contract in the manner specified herein:
- B. **SUSPENSION**—If the City fails to comply with terms and conditions of this Contract, or whenever the City is unable to substantiate full compliance with provisions of this Contract, the County may suspend this Contract pending corrective action or investigation, effective not less than seven days following written notification to the City or its authorized representative. The suspension will remain in full force and effect until the City has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligations incurred by the City or its authorized representative during the period of suspension will be allowable under this Contract, except:
 - I. Reasonable, proper, and otherwise allowable costs which the City could not avoid during the period of suspension;
 - II. Otherwise, allowable costs incurred during the period of suspension, if upon investigation, the County is satisfied of the City's compliance with the terms and conditions of this Contract to the extent of the compensation claimed by the City.
- C. **TERMINATION FOR CAUSE**—If the City fails to comply with the terms and conditions of this Contract and any of the following conditions exist:
 - I. The lack of compliance with the provisions of this Contract were of such scope and nature that the County deems continuation of this Contract to be substantially detrimental to the interests of the County;
 - II. The City has failed to take satisfactory action as directed by the County or its authorized representative within the time period specified by same;
 - III. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract; then,
 - IV. The County may terminate this Contract in whole or in part, and thereupon shall notify the City of termination, the reasons therefore, and the effective date,

provided such effective date shall not be prior to notification of the City. After this effective date, no charges incurred under any terminated portions outlined in the application for funding are allowable.

D. **TERMINATION FOR OTHER GROUNDS**—This Contract may also be terminated in whole or in part by mutual consent and written agreement setting forth the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated.

9. COPYRIGHT RESTRICTION

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the City.

10. COMPLIANCE WITH LAWS

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments with regard to the performance of this Contract.

11. TITLE VI OF THE CIVIL RIGHT ACT OF 1964

The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

12. SECTION 109—HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

13. AGE DISCRIMINATION ACT OF 1975 (As Amended)

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funding assistance (42 U.S.C. 610 et. seq.)

14. SECTION 504 OF THE REHABILITATION ACT OF 1973 (As Amended)

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds (29 U.S.C. 794).

15. INTEREST OF AGENTS AND OFFICERS OF THE COUNTY AND THE CITY

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Contract.

16. HOLD HARMLESS AND INDEMNITY

The City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Contract.

17. PUBLIC LIABILITY

The City or its contractor(s) shall maintain for the duration of work under this Contract, issued on an occurrence basis, comprehensive liability insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) from a company authorized to provide insurance in the State of Washington. Said policies shall provide that the policy shall not be canceled or altered by any party without written notice to Yakima County, delivered not less than 30 days prior to such cancellation or alteration. Applicant certifies that comprehensive liability insurance with a combined single limit of not less than \$1,000,000.00 is in effect.

18. ASSIGNABILITY

The City shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

19. NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

20. CONTRACT MODIFICATIONS

It is mutually agreed and understood that no modification or waiver of any clause or condition of this Contract is binding upon either party unless such modification or waiver is in writing and executed by the County and the City.

21. SEVERABILITY

If any portion of this Contract is changed per mutual contract or any portion is held invalid, the remainder of this Contract shall remain in full force and effect.

22. NOTICES

A. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Dennis Henne
Director of Public Works and Community Development
P.O. Box 3008
Union Gap, WA 98903

TO COUNTY: Craig Warner, Financial Services Director
128 North Second Street, Room 232
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

23. INTEGRATION

This Contract contains all terms and conditions agreed to by the County and the City. There are no other oral or written agreements between the City and County as to the subjects contained herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

24. GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Contract shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Contract shall be the Superior Court of Yakima County, Washington.

25. FILING

Upon execution by the authorized representatives of the parties, a copy of this Contract shall be promptly filed with the Yakima County Auditor pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the County and the City have executed this Contract as of the date and year last written below.

CITY OF UNION GAP

BOARD OF COUNTY COMMISSIONERS

Rod Otterness, City Manager

J. Rand Elliott, Chairman

Approved as to Form:

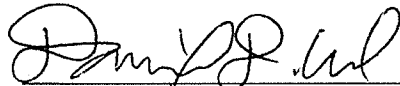
Michael D. Leita, Commissioner

Bronson Brown, City Attorney

Kevin J. Bouchey, Commissioner

Approved as to Form:

Attest:



Dan Clark, Deputy Prosecuting Attorney
WSBA #35921

Karen Clifton, City Clerk

CONTRACT AUTHORIZATION

Attest:

Date

Tiera L. Girard, Clerk of the Board

Date



City Council Communication

Meeting Date: June 22, 2015
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – Yakima County Technology Services- Franchise and General Utility Easement

SYNOPSIS: This Inter-Local Agreement sets forth the obligations of the parties with respect to Yakima County Technology Services' provision of business related technology services in regards to the extension of the fiber optic cable.

RECOMMENDATION: Approve a Resolution authorizing the City Manager to sign Inter-Local Agreement Number 15RCFLOOP-2 between Yakima County Technology Services and the City of Union Gap.

LEGAL REVIEW: The Resolution N/A

FINANCIAL REVIEW: There were funds included in the 2015 Budget to pay for this expenditure.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Yakima County Technology Services Inter-Local Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign an Interlocal Agreement with Yakima County Technology Services (YCTS) for business related technology services.

WHEREAS, the City of Union Gap is in need of a fiber optic connection to receive complete IT services from the City of Yakima;

WHEREAS, Yakima County has agreed to allow the City of Union Gap to connect to their fiber optic network under certain conditions;

WHEREAS, the City of Union Gap agrees to these conditions in order to obtain the fiber optic network connections with the County;

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

The City Manager is authorized to sign an Interlocal Agreement with Yakima County Technology Services for business related technology services.

PASSED this 22nd day of June, 2015.

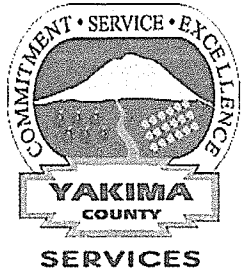
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



Yakima County Technology Services

Yakima County Technology Building
 217 North 1st Street
 Yakima, WA 98901

Phone: (509)574-2000 - FAX: (509)574-2001

Internet: www.co.yakima.wa.us

PROJECT 15RCFLOOP INTER-LOCAL AGREEMENT

Yakima County Technology Services
 217 N First Street
 Yakima, WA 98901

Agency	<u>City of Union Gap</u>
Street Address	<u>107 W Ahtanum Road</u>
City, State, Zip	<u>Union Gap, WA 98903-008</u>

1. Purpose

This Inter-Local Agreement Number, 15RCFLOOP-2, (ILA) is executed by Yakima County Technology Services (YCTS) and City of Union Gap. This ILA sets forth the obligations of the parties with respect to YCTS' provision of business related technology services. City of Union Gap will be referred to in this document as 'the City', and Yakima County will be referred to as 'the County'.

2. Term and Termination

The term of this ILA is effective upon the date of execution by both parties and shall remain in full force and effect for the life of the fiber optic cable

This Agreement will not be in effect during any period of interruption to YCTS' processing capability which is caused by a disaster, as declared by the Director of YCTS.

3. Scope of Agreement

City agrees to:

1. Pay all costs involved in extending the fiber optic cable spur off the main fiber optic cable route from the corner of Oak Street and 1st Street, in Union Gap, Washington to Union Gap Fire Department at 107 W Ahtanum Road, Union Gap, Washington. Engineering estimates fiber installation at approximately \$8,000.
2. Grant franchise agreement and access to city right of way for cable maintenance and repairs for the life of the fiber installation.
3. Grant access to Fire Station electronics room and fiber routing pathways during installation.
4. Provide 2 IU's of space in 19 inch equipment rack for fiber optic enclosure
5. Reserve the right to cancel spur fiber optic cable installation project should bid cost be higher than estimates.
6. Release all interest in the fiber optic cable project. Yakima County maintains sole ownership of all infrastructure installed as part of this project.

County agrees to:

1. Provide Project Management.
2. Provide Fiber project engineering.
3. Project RFP process.
4. Obtain PacifiCorp permits and fund yearly pole rental costs.
5. Permit the City to connect to the county fiber optic network.
6. Maintain sole ownership of all infrastructure installed as part of this project.

4. Service Costs, Billing and Termination Liability

The City agrees to pay YCTS all nonrecurring costs (purchase, configuration and installation) and charges associated with the of fiber optic spur installation. YCTS will bill the City upon project completion.

5. Network Maintenance

YCTS reserves the right to schedule and to perform system maintenance as necessary. Notification is typically provided by e-mail five days in advance unless an emergency exists.

6. Inter-local Agreement Changes

The ILA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the ILA and will take precedence over the original ILA.

7. Authorization/Acceptance

This ILA constitutes the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this ILA. City hereby authorizes YCTS to perform the project described. The Parties hereby acknowledge and accept the terms and conditions of the ILA.

IN WITNESS WHEREOF, the parties have executed this Inter-local Agreement.

APPROVED
Yakima County Technology Services

APPROVED
City of Union Gap

Signature
George D. Helton, Director

Signature
Rodney Otterness, City Manager

Date

Date

Contact Information

ILA management and correspondence regarding this ILA should be directed to:

City Contact		YCTS Contact	
Name	Dennis Henne	Name	Becky Bishop
Agency Name	City of Union Gap	Agency Name	Yakima County Technology Services
Street Address	3106 First Street	Street Address	217 N. First Street
City, State, Zip	Union Gap, WA 98903	City, State, Zip	Yakima, WA 98901
Phone:	509-249-9206	Phone:	509-574-2031
Email:	dhenne@cityofuniongap.com	Email:	becky.bishop@co.yakima.wa.us

Servicing Location (s) Address:

1	Union Gap Fire Department, 107 W Ahtanum Road, Union Gap, WA
---	--

Please provide a point of contact to coordinate technical services, maintenance windows, planned outages and unexpected issues.

Technical City Contact	
Name	Karen Clifton
Position	Director of Finance and Administration
Telephone	509-248-0432
Alternate Phone:	509-248-0432
Email:	kclifton@cityofuniongap.com

Please provide the point of contact for billing.

Billing City Contact	
Name	Karen Clifton
Street Address	107 West Ahtanum Road
City, State, Zip	Union Gap, WA 98903
Phone:	509-248-0432
Email:	kclifton@cityofuniongap.com



City Council Communication

Meeting Date: June 22, 2015
From: Rod Otterness, City Manager
Topic/Issue: Resolution – City Attorney Contract

SYNOPSIS: Bronson Brown of Bell, Brown, & Rio PLLC has been the City Attorney for 6 months. Both staff and the City Council believe that the transition from long-time City Attorney Bob Noe to Bronson has been smooth and that Bronson has been doing a good job as City Attorney.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign a Professional Services Agreement between the City of Union Gap and Bell, Brown & Rio PLLC for City Attorney Services.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Professional Services Agreement

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 BELL, BROWN & RIO PLLC FOR CITY ATTORNEY SERVICES.

WHEREAS, Bell, Brown & Rio currently provide Professional City Attorney Services for the city, and

WHEREAS, both parties wish to renew the existing Agreement for Professional Services;

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

The City Manager is authorized to sign an Agreement for Professional Services between the City of Union Gap and Bell, Brown & Rio for services as the City Attorney.

PASSED this 22nd day of June, 2015.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this ____ day of _____, 2015 by and between the City of Union Gap, 107 W. Ahtanum Road, PO Box 3008, Union Gap, WA 98903 (hereinafter called the "City"), and Bell, Brown, & Rio PLLC (hereinafter called the "Service Provider").

WITNESSETH:

1. GENERAL DESCRIPTION OF WORK:

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

2. SCOPE OF WORK

The Service Provider shall provide legal services for the City of Union Gap. Services to be provided are detailed in the attached Exhibit "A" and are made part of this Agreement.

3. TIME FOR BEGINNING AND COMPLETION

This is the renewal of an existing agreement for services which will continue until either party provides 60 days notice of termination.

4. PAYMENT

The City shall make monthly payments in the amount set forth herein upon receipt of the Service Provider's monthly billing invoice.

The Service Provider's monthly payments shall be as follows:

- \$7500.00 dollars per month for performing services as stated in Exhibit A.

The above mentioned payment amount may be revised anytime upon mutual agreement of the parties and the parties agree to meet annually or more often as may be necessary to review the amount of work required for performing services as stated in Exhibit A.

The above payment amount is only for legal services performed or to be performed. Any actual costs incurred by the Service Provider , i.e., (court filing fees, recording fees, etc) will be included on the invoice as a separate line item to be reimbursed by the City to the Service Provider

Service Provider will be paid within thirty (30) working days following the receipt by the City of an invoice.

Acceptance of such payment by the Service Provider shall constitute a release of all claims for payment that the Service Provider may have against the City unless such claims are specifically reserved in writing and transmitted to the city by the Service Provider prior to its acceptance. Said payment shall not, however, be a bar to any

claims that the city may have against the Service Provider or to any remedies the City may pursue with respect to such claims

The Service Provider and his/her sub-consultants shall keep available for inspection by representatives of the City, the State and the United States for a period of three years after final payment the cost records and accounts pertaining to this Agreement and all items relating to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

5. EMPLOYMENT

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

6. OTHER PARTIES

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

7. OWNERSHIP OF DOCUMENTS

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

8. TERMINATION

This Agreement may be terminated by either party upon sixty (60) days written notice, by registered mail, or mailed to the other party at his usual place of business. In the event the City terminates this Agreement, the City shall pay the Service Provider for the work performed.

9. INSURANCE

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

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

A. Minimum Scope of Insurance

Service Provider shall obtain insurance of the types described below:

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

10. INDEMNIFICATION / HOLD HARMLESS

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

11. STANDARD OF CARE

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

12. SUCCESSORS OR ASSIGNS

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

13. EQUAL OPPORTUNITY AGREEMENT

The Service Provider agrees that he will not discriminate against any employee or job applicants for work on this Agreement for reasons of race, sex, nationality or religious creed.

17. PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or

unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

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

CITY OF UNION GAP, WASHINGTON

Rodney Otterness
City Manager

Bronson J. Brown, Bell Brown & Rio

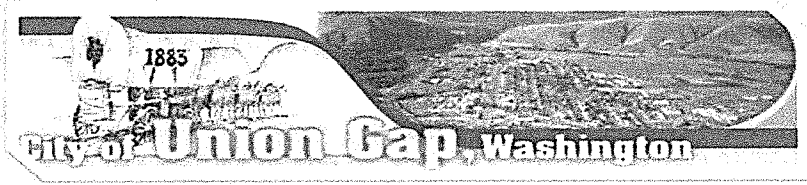
ATTEST:

Karen Clifton
City Clerk

EXHIBIT "A" SCOPE OF WORK

1. Civil City Attorney Services

- a. Perform the necessary functions required as the City Attorney
- b. Provides such advice, legal assistance, and representation in legal proceedings as the City Council or City Manager may direct.
- c. Identifies and researches the nature of legal problems, identifying alternative courses of action which will resolve the problem, and provides counsel to City staff to ensure the unreasonable legal liability risks are not incurred.
- d. Supervises and reviews the preparation of ordinances, resolutions, regulations, contracts, and other legal documents ensuring compliance with local, state and federal law and adequate legal protection of the City.
- e. Oversees the City in all actions and claims brought by or against the City or City officials in their official capacity.
- f. Issues written or oral opinions and instructions on matters of law or interpretation of ordinances or other laws or regulations and provides professional advice to the Council, Commissions, Boards, City Manager, and staff.
- g. Perform such other duties as may be required by the laws of the State, City ordinances or as the City Council or City Manger, within their legislative authorities, may direct.
- h. These legal services specifically exclude criminal prosecution legal services



City Council Communication

Meeting Date: June 22, 2015
From: Rod Otterness, City Manager
Topic/Issue: Resolution – Venue Management Services

SYNOPSIS: On May 18, 2015 the city issued the Request for Qualifications for Venue Management Services. A total of 10 responses to the Request for Qualifications were received and two responses were selected as finalists.

RECOMMENDATION: Interview the two finalists and adopt a resolution authorizing the City Manager to negotiate an Agreement for Venue Management Services with the finalist determined by the City Council to be the most qualified.

LEGAL REVIEW: The City Attorney reviewed the resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Response from Yakima Youth Soccer Association
2. Response from Skateland/Vine Venue
3. Resolution



Yakima Youth Soccer Assoc.
P.O. Box 9336
Yakima, WA 98909

June 3, 2015

Dear City of Union Gap,

Let me take this opportunity to thank you for your consideration in supporting the Yakima Youth Soccer Association (YYSA). YYSA was established in 1983. The Club has a proud tradition of developing boys' and girls' soccer skills, as well as a long history of fielding competitive teams that enjoy success locally and regionally. Even more importantly, the Club has had a positive impact on the lives of Yakima area youth, their families, and the community.

YYSA is guided by a volunteer board of directors and dedicated parent volunteers that have helped grow this club into what it is today. However, we are different from some other entities in that we are a nonprofit club that does not receive any governmental assistance. We currently have on staff volunteers, 2 paid employees, and several volunteer committees.

Introduction

Why You Need a Professional Event Management Partner

Your reputation depends on external perceptions of your company as does ours as well. A well-executed corporate event can boost your credibility with clients, prospects, media and other stakeholders. But a flawed event can often cause irreparable damage.

For that reason, partnering with a professional event management company to orchestrate your corporate events is critical. You need experts who can: (1) map out an end-to-end event plan; (2) execute the many logistical tasks required to deliver a quality event; and (3) measure event outcomes.

As your event management partner: YYSA: can oversee every step in the event process. Outsourcing labor-intensive event logistics management to us lets your team stay focused on more strategic activities.

Who We Are

We are a professional, creative team of event management specialists. :: YUSA: has a combined 32 years of experience producing high-quality events of every type and scale. Our passion is managing the behind-the-scenes details to deliver a superior event experience for your audience. We thrive on delighting you - our valued partner - by helping you host events that meet or exceed your business goals.

Every event is different -- and special. Each has it's own distinct audience, tone, personality and set of business objectives. From day one: YUSA: focuses on streamlining logistics so that your event's unique qualities shine through. We will work with you to clarify your targeted business outcomes for your event. In our experience, typical strategic goals for similar corporate events include:

- Reinforcing brand identity and key messages
- Positioning the host organization as a thought leader in select areas of focus
- Educating attendees on products and services
- Interacting with customers, prospects and other company constituents
- Identifying and advancing sales leads
- Generating media coverage for the sponsoring company
- Providing engaging content for the audience

We align our proven practices with your needs in each step of the process. That way, we ensure your desired outcomes stay at the forefront of every decision.

Our Services

What We Do for You

You can rely on us to manage end-to-end logistics for your event. Our responsibilities will include:

- **Event Plan Management** – maintaining a task plan that thoroughly details all event milestones.
- **Event Budget Management** – managing a central event budget and recording all relevant event expenses.
- **Site Selection** – conducting venue research, coordinating site visits and negotiating venue contracts.

- **Speaker Management** – managing speaker contracts, ensuring timely delivery of speaker topics and presentations and coordinating any travel or lodging for out-of-town presenters.
- **Vendor Management** – interfacing with all event vendors, such as: audio-visual companies, premium vendors, caterers, transportation providers, staging companies, photographers and others, as needed.
- **Premium Management** – researching and procuring giveaways for your event – including attendee gifts and drawing prizes, if desired.
- **Pre-Event Registration** – accepting attendee registrations online, via e-mail or via phone and sending confirmations to each registered attendee.
- **Onsite Event Execution** – ensuring venue setup meets expectations, greeting attendees, and overseeing all vendor activities to achieve a seamless event.
- **Attendee Evaluations** – disseminating a post-event attendee survey and analyzing results to provide you feedback on the event.
- **Post-Event Analysis** – delivering a post-event report detailing event performance against goals to help prepare for your next event.

To make sure your event receives the focus it deserves, we will assign a project manager to your event. We will also hold weekly event plan and budget reviews with you to track tasks, costs and progress against critical milestones.

Past Experience

YYSA in past 32 years has ran the following events/functions: Yak Attack, Mid-Summer Classic (now Crossfire Classic), Sun Burn Adult Tournament, 5v5 Regionals, Auction Fundraisers, Indoor Events, Sporting events from regional to local, as well as specialized events involving speakers and or the community.

Yak Attack:

- Running for 13 years
- 2016 will be doubled in size and divided into 2 weekends verses its now 1 weekend
- Brings in over 10,000 people in a single weekend currently
- Fully functional with over 40 volunteers, 5 paid staff, and contracted labor
- 264 teams, 3,040 participants male and female, 528 coaches ,and with 100+ teams turned away
- Total income of 2014 was around \$71,000.
- Invested interest in expense to run this event: \$40,777.55
- Total Net Growth: \$29,611.17

Mid-Summer Classic:

- Running for 25 years
- Brings in around 2800 individuals for a single weekend
- Functions off of 10-12 volunteers, and 1 paid employees
- Total income 2014 \$22,799.99

Sunburn:

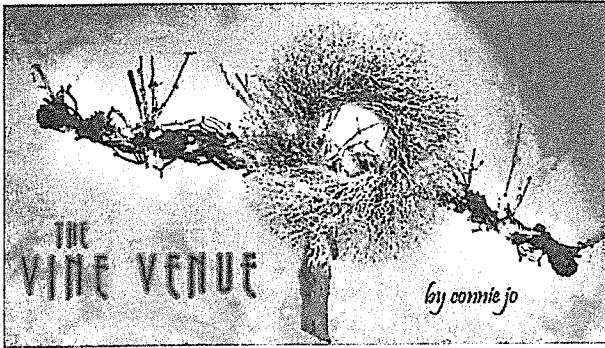
- Running for 20 years
- Brings in around 500 individuals for a single weekend
- Functions with 5 volunteers, 1 paid employee, and 1 paid contractor
- Total Income \$6,789

Proposed Compensation

Compensation would be negotiated between the parties and has room for structure. Would be open to discussion on proposed expenses etc...

Ron Sabari

Yakima Youth Soccer Treasurer



Skateland

FUN CENTER

KIM & CONNIE EISENZIMMER
2506 OLD TOWN ROAD
UNION GAP, WA 98903-1607
(509)969-3225 & (509)952-8412
CONNIEJO@TRUEVINE.NET

June 12, 2015

To: Rod Otterness, Union Gap City Manager & Union Gap City Counsel

We, Kim & Connie Eisenzimmer, would like to express our sincere interest in promoting & managing the Barn and Activities Building. We see these two venues as quality facilities that with increased promotion and raising the awareness of the availability of these venues to the community and beyond can even better serve the public than they do at this time.

As a brief narrative of our history and involvement with Union Gap, John and Irene Eisenzimmer (Kim's parents) built and opened Skateland Roller Rink in 1948. In the 1960's when the City of Yakima made efforts to annex the property along South First Street between Washington Avenue and South to what is now Valley Mall Boulevard, John, desiring to have the business be a part of Union Gap, rather than Yakima, started a petition to be included in the City of Union Gap. The end result was that our property, and the triangular area that extends from Cascade License to Old Town Station all became part of the City of Union Gap. We have always appreciated our inclusion in the City of Union Gap since that time.

Kim took over the family business in 1980 and changed the name to Skateland Fun Center. After marrying Connie in 1993, Kim and Connie joined forces in the operation of Skateland Fun Center after which Connie established a novelty gift shop in Skateland called "Skate 'n Stuff", and took on the responsibilities of public relations, marketing & promotions, etc. Prior to that Connie had been a realtor for Coldwell Banker Real Estate in Yakima where she had received recognition as Rookie of the Year, and Million Dollar producer in her first year selling real estate.

In 2014 Connie, following her dream to establish an event center connected to Skateland, drew up plans to convert the residence attached to Skateland where Kim had been raised into a modern and innovative event center. Through her innovative promotions & events, The Vine Venue was recognized by the Northwest Edition of Touring & Tasting magazine as one of three "Cool Spots to Visit" in the Yakima Valley.

We have always enjoyed our relationship with the City of Union Gap, including our current involvement serving on the Old Town Days Committee. As it is our desire to build on the past successes of Old Town Days, we look forward to the opportunity of managing the venues at the Youth Activities Park, using our experience in management, marketing & promotions, innovative ideas, and contacts throughout the valley to take them next level.

Sincerely,

Kim & Connie Eisenzimmer

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR VENUE MANAGEMENT SERVICES.

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

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

The City Manager is authorized to negotiate an Agreement for Venue Management Services between the City of Union Gap and _____ to be brought before the City Council for its approval.

PASSED this 22nd day of June, 2015.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
June 8, 2015 Regular Meeting
MINUTES

Call to Order

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

Council Members Present

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

Staff Present

City Attorney Brown, City Manager Otterness, Public Works/Community Development Director Henne, Deputy Public Works/Community Development Director Spurlock, and PR/AP Technician Bisconer were present.

Audience Present

See list.

Pledge of Allegiance

Mayor Wentz led the Pledge of Allegiance.

Consent Agenda

Motion by Council Member Butler, second by Council Member Murr to approve the consent agenda as follows:

Approve Regular Council Meeting Minutes dated May 11, 2015 as attached to the agenda and maintained in electronic format.

Approve Special Council Meeting Minutes dated May 18, 2015 as attached to the agenda and maintained in electronic format.

Approve Special Council Meeting Minutes dated June 1, 2015 as attached to the agenda and maintained in electronic format.

Approve EFT's and Claim Voucher Nos. 90149 through 90247 in the amount of \$656,453.27 dated May 26, 2015.

Approve EFT's and Claim Voucher Nos. 90359 through 90435 in the amount of \$235,267.68 dated June 8, 2015.

Approve EFT's and Payroll Voucher Nos. 41387 through 41399 and 90243 through 90254 in the amount of \$327,729.16 dated May 28, 2015.

Approve Petty Cash Voucher No. 1838 in the amount of \$89.50 for the month of April, 2015.

Motion carried unanimously.

Presentation

Tourism Promoter Eric Patrick gave a presentation on the upcoming Old Town Days event being held June 19-21, 2015. Flyers promoting the event were passed out.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – June 8, 2015

Items from the Audience
Public Hearing

None.

Six Year Transportation
Improvement Program
Amendment

At 6:08 Mayor Wentz opened the Public Hearing for discussion of the Six Year Transportation Improvement Program Amendment. Public Works/Community Development Director Henne highlighted proposed changes and responded to questions asked. Mayor Wentz closed the Public Hearing.

General Items

Public Works/Community
Development

Resolution 15-32 –
Amended Six-Year
Transportation
Improvement Program

Motion by Council Member Lenz, second by Council Member Murr to adopt Resolution No. 15-32 providing for an amended Six-Year Transportation Improvement Program (Comprehensive Street Program) for the City of Union Gap. Those voting on the motion Ayes – Lenz, Butler, Matson, Murr, and Wentz; Nays – Carney and Olson. Motion carried.

Resolution 15-33 – Award
Bid – City Hall Demolition

Motion by Council Member Lenz, second by Council Member Murr to adopt Resolution No. 15-33 authorizing the City Manager to sign a contract with Russell Crane Service, Inc. for demolition of the City Hall Building. Those voting on the motion Ayes – Lenz, Butler, Murr, and Wentz; Nays – Carney, Olson, and Matson. Motion carried.

Resolution 15-34 – HLA
Supplemental Agreement –
Regional Beltway Phase I
Roundabout

Motion by Council Member Carney, second by Council Member Matson to adopt Resolution No. 15-34 authorizing the City Manager to sign Supplemental Agreement No.1 to Task Order No. 2015-01 with Huibregtse, Louman Associates, Inc. related to the Regional Beltway Phase 1 Project. Motion carried unanimously.

Resolution No. 15-35 –
Grindline Skate Park
Design and Construction

Motion by Council Member Butler, second by Council Member Murr to adopt Resolution No. 15-35 authorizing the City Manager to sign Design Service Contract with Grindline Skate Park Design and Construction. Those voting on the motion Ayes – Lenz, Butler, Matson, Murr, and Wentz; Nays – Carney and Olson. Motion carried.

City Manager

Appointment of Voting
Delegates to Association of
WA Cities Annual
Conference

Motion by Council Member Lenz, second by Council Member Murr to appoint Council Member Carney as the primary Voting Delegate to the Association of WA Cities Annual Conference and Council Member Olson as the secondary. Those voting on the motion Ayes – Lenz, Olson, Butler, Matson, Murr, and Wentz; Nays – Carney. Motion carried.

Resolution No 15-36 –
Application for the Pioneer
Graveyard to be Placed on

Motion by Council Member Olson, second by Council Member Carney to adopt Resolution No. 15-36 authorizing application for the Pioneer Graveyard to be placed on the National Register of Historic Places. Motion carried unanimously.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – June 8, 2015

the National Register of
Historic Places

None.

Items from the Audience

Communications/Questions
/Comments

Mayor Wentz announced that City of Union Gap was a recipient of the Well City Award and thanked staff and their family members for completion of the health assessments needed for receipt of the award.

Council Member Butler inquired about additional bus stops on Main Street. Public Works/Community Development Director Henne stated that there will be additional stops included with the Main Street Redevelopment project.

Council Member Lenz inquired about rising sidewalks due to the heat. Public Works/Community Development Director Henne described construction techniques used to alleviate the pressure which causes sidewalks to rise.

None.

Development of next
agenda

None.

Other Business

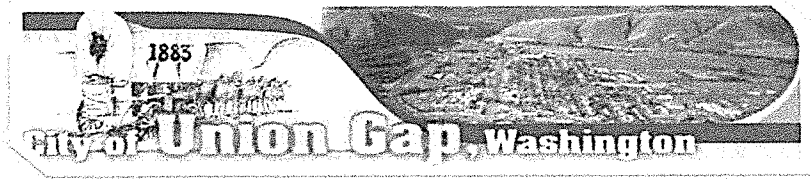
Adjournment of Meeting

At 7:08 p.m. Mayor Wentz adjourned the June 8, 2015 Regular Council Meeting.

Rodney Otterness, City Manager

ATTEST

Karen Clifton, City Clerk



City Council Communication

Meeting Date: June 22, 2015
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers, June 22, 2015

SYNOPSIS: Claim Vouchers Dated June 22, 2015

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 90255 through 90300 in the amount of \$105,970.46.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Roster
2. Distribution Report

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

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

Time: 16:21:13 Date: 06/11/2015
Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3334	06/03/2015	Claims	2	EFT	CHASE PAYMENTECH	493.00	ONLINCNE CREDIT CARD FEES - 05/2015
3403	06/09/2015	Claims	2	90255	UNITED STATES POSTMASTER	552.80	NEWSLETTER - 06/2015
3419	06/09/2015	Claims	2	90256	MEDSTAR CABULANCE,	38,718.47	DIAL A RIDE/BUS ROUTE-05/2015
3468	06/22/2015	Claims	2	90257	ABBOTTS PRINTING	209.28	OLD TOWN DAYS POSTERS
3469	06/22/2015	Claims	2	90258	AMERICAN EXPRESS CREDIT CARD	944.85	BISCONER - PD III
3470	06/22/2015	Claims	2	90259	AUTO ART COLLISION REPAIR LLC	1,660.26	VEHICLE REPAIRS #6
3471	06/22/2015	Claims	2	90260	CABELA'S	264.55	PD PATROL VORTEX SCOPES-NEW HIRES
3472	06/22/2015	Claims	2	90261	CAREY MOTORS	26.99	VEHICLE SERVICE #21-LOF
3473	06/22/2015	Claims	2	90262	CASCADE FIRE EQUIPMENT	473.26	REPLACEMENT OF FIRE EXTINGUISHERS
3474	06/22/2015	Claims	2	90263	CASCADE NATURAL GAS CORP	142.68	CH - 05/2015; 4401 1/2 MAIN ST/4401 MAIN ST #2-05/15; CH - 05/2015
3475	06/22/2015	Claims	2	90264	CENTRAL WA AG MUSEUM	1,852.00	SUSPENDED CEILING & LIGHTING BLD #1
3476	06/22/2015	Claims	2	90265	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKETING & SALES - 06/2015
3477	06/22/2015	Claims	2	90266	CENTURY LINK	193.81	AG MUSEUM-04/2015; SHOP FAX - 05/2015
3478	06/22/2015	Claims	2	90267	CINTAS CORP #605	221.71	CH & SR CTR MOP & MAT RENTAL
3479	06/22/2015	Claims	2	90268	CULLIGAN YAKIMA, WA	31.53	BOTTLED WA SVC-05/2015
3480	06/22/2015	Claims	2	90269	DB SECURE SHRED	140.28	SHRED SVC - 05/2015
3481	06/22/2015	Claims	2	90270	FIRESTONE TIRE & SERVICE CTRS	46.72	VEHICLE SERVICE #5-WINTER TIRE CHANGE OVER
3482	06/22/2015	Claims	2	90271	GAP AUTO PARTS	17.97	PD SUPPLIES-WINDOW WASH
3483	06/22/2015	Claims	2	90272	HUMANE SOCIETY OF	1,832.50	PD ANIMAL CONTROL SERVICES-MAY 2015
3484	06/22/2015	Claims	2	90273	INTEGRA TELECOM	1,856.14	CH-05/2015
3485	06/22/2015	Claims	2	90274	KIMA TV	225.00	OLD TOWN DAYS AD
3486	06/22/2015	Claims	2	90275	LAW OFFICES OF MARGITA DORNAY	7,083.33	PROSECUTING ATTORNEY - 06/2015
3487	06/22/2015	Claims	2	90276	LOWES COMPANY INC	20.13	FACILITY SUPPLIES-CAR WASH TOWELS, TAPE, ETC
3488	06/22/2015	Claims	2	90277	MCPHERSON LAW GROUP	3,775.00	CONFLICT ATTORNEY
3489	06/22/2015	Claims	2	90278	NEOFUNDS BY NEOPOST	500.00	POSTAGE - 05/2015
3490	06/22/2015	Claims	2	90279	OFFICE DEPOT	340.35	OLD TOWN DAYS FLYERS; OLD TOWN DAYS FLYERS
3491	06/22/2015	Claims	2	90280	OFFICE SOLUTIONS NORTHWEST	121.21	COPY PAPER & POST ITS
3492	06/22/2015	Claims	2	90281	OWEN EQUIPMENT CO	14.44	SVC CHARGE - 04-05 2015
3493	06/22/2015	Claims	2	90282	PACIFIC POWER	21,350.98	AG MUSEUM - 05/2015; PW - 05/2015; CH - 05/2015; CH - 05/15
3494	06/22/2015	Claims	2	90283	PEPSI COLA - YAKIMA	77.55	PD WATER DELIVERY AND RENTAL MAY 2015
3495	06/22/2015	Claims	2	90284	PRINT GUYS INC	2,060.59	NEWSLETTER - 06/2015
3496	06/22/2015	Claims	2	90285	PROTECTION ONE	31.36	ALARM MONITORING - 06/2015
3497	06/22/2015	Claims	2	90286	REPUBLIC PUBLISHING CO	58.03	NOTICE OF SPECIAL MEETING

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3498	06/22/2015	Claims	2	90287	SAN DIEGO POLICE EQUIPMENT CO INC	2,218.86	PD AMMUNITION- 223 55GR FMJ
3499	06/22/2015	Claims	2	90288	SPECTRUM BUSINESS	214.17	CH INTERNET - 06/2015
3500	06/22/2015	Claims	2	90289	BILL TRUE	20.06	
3501	06/22/2015	Claims	2	90290	UNITED STATES POSTAL SERVICE	98.00	PD POST OFFICE BOX RENTAL 2015
3502	06/22/2015	Claims	2	90291	UNITED STATES POSTMASTER	782.92	UB STATEMENTS - 06/2015
3503	06/22/2015	Claims	2	90292	US BANK CARDMEMBER SVC	290.77	FOOD FOR INMATE WORKER; RED CRIME SCENE TAPE; BLACK BACKPACKS-3; WATER & POWERADE FOR WORKERS DURING ROLLOVER, PIZZA & POP FOR MEETING; GO TO MY PC - 05/2015; TRAFFIC SAFETY MEETING; DIRECTORS MEETING
3504	06/22/2015	Claims	2	90293	WA ASSN OF SHERIFFS &	300.00	FULL CONFERENCE REGISTRATION-2015 SPRING EXPO & TRAINING-COBB
3505	06/22/2015	Claims	2	90294	WA CITIES INS. AUTHORITY	50.00	NOTARY BOND-TOWLE
3506	06/22/2015	Claims	2	90295	WA STATE DEP OF LICENSING	30.00	NOTARY APPLICATION-TOWLE
3507	06/22/2015	Claims	2	90296	WA STATE TREASURER	12,854.37	CJRS-05/2015
3508	06/22/2015	Claims	2	90297	YAKIMA ATHLETIC CLUB	216.40	CORPORATE MEMBERSHIP RENEWAL
3509	06/22/2015	Claims	2	90298	YAKIMA CO PRINTING DEPT	815.50	PD BUSINESS CARDS-COBB, KELLOGG & PD ENVELOPS
3510	06/22/2015	Claims	2	90299	YAKIMA CO TREAS PROSECUTING	147.64	CVC-05/2015
3511	06/22/2015	Claims	2	90300	YAKIMA VALLEY PUBLISHING INC	720.00	PIONEER GRAVEYARD AD; VENUE MANAGEMENT SVC AD
001 Current Expense Fund						41,220.26	
101 Street Fund						11,775.04	
107 Convention Center Reserve Fund						2,287.90	
108 Tourism Promotion Area Fund						1,875.00	
128 Transit System Fund						38,718.47	
132 Community Events Fund						774.63	
401 Water Fund						6,959.91	
402 Garbage Fund						579.42	
403 Sewer Fund						1,779.83	
						105,970.46	Claims: 105,970.46
						105,970.46	

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

Amount Memo

Certified By: _____ Date: _____

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3334	06/03/2015	Claims	2	EFT	CHASE PAYMENTECH	493.00	ONLINC CREDIT CARD FEES - 05/2015
					401 - 534 50 49 00 - MISCELLANEOUS	164.33	
					403 - 535 50 49 00 - MISCELLANEOUS	164.33	
					402 - 537 50 49 00 - MISCELLANEOUS	164.34	
3403	06/09/2015	Claims	2	90255	UNITED STATES POSTMASTER	552.80	NEWSLETTER - 06/2015
					001 - 511 60 42 01 - COMMUNICATION	552.80	
3419	06/09/2015	Claims	2	90256	MEDSTAR CABULANCE, INC.	38,718.47	DIAL A RIDE/BUS ROUTE-05/2015
					128 - 547 60 49 00 - TRANSIT SERVICE PAYME	38,718.47	
3468	06/22/2015	Claims	2	90257	ABBOTTS PRINTING	209.28	OLD TOWN DAYS POSTERS
					132 - 571 20 49 32 - OTD MISCELLANEOUS	209.28	
3469	06/22/2015	Claims	2	90258	AMERICAN EXPRESS CREDIT CARD	944.85	BISCONER - PD III
					001 - 514 30 43 00 - TRAVEL	944.85	
3470	06/22/2015	Claims	2	90259	AUTO ART COLLISION REPAIR LLC	1,660.26	VEHICLE REPAIRS #6
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	1,660.26	
3471	06/22/2015	Claims	2	90260	CABELA'S	264.55	PD PATROL VORTEX SCOPES-NEW HIRES
					001 - 521 22 21 00 - UNIFORMS & EQUIPMENT	264.55	
3472	06/22/2015	Claims	2	90261	CAREY MOTORS	26.99	VEHICLE SERVICE #21-LOF
					001 - 521 21 48 00 - REPAIRS & MAINTENANCE	26.99	
3473	06/22/2015	Claims	2	90262	CASCADE FIRE EQUIPMENT	473.26	REPLACEMENT OF FIRE EXTINGUISHERS
					001 - 521 22 31 00 - SUPPLIES	473.26	
3474	06/22/2015	Claims	2	90263	CASCADE NATURAL GAS CORP	142.68	CH - 05/2015; 4401 1/2 MAIN ST/4401 MAIN ST #2-05/15; CH - 05/2015
					001 - 518 20 47 00 - UTILITIES/CITY HALL	80.87	
					001 - 518 20 47 00 - UTILITIES/CITY HALL	32.51	
					403 - 535 50 47 00 - UTILITIES	14.65	
					402 - 537 50 47 00 - UTILITIES	14.65	
3475	06/22/2015	Claims	2	90264	CENTRAL WA AG MUSEUM	1,852.00	SUSPENDEED CEILING & LIGHTING BLD #1
					107 - 594 60 63 00 - IMPROVEMENTS-AG MUSE	1,852.00	
3476	06/22/2015	Claims	2	90265	CENTRAL WASHINGTON FAIR ASSOC.	1,875.00	MARKETING & SALES - 06/2015
					108 - 557 30 44 01 - STATE FAIR PARK SALES F	1,875.00	
3477	06/22/2015	Claims	2	90266	CENTURY LINK	193.81	AG MUSEUM-04/2015; SHOP FAX - 05/2015
					401 - 534 50 42 00 - COMMUNICATION	11.11	
					403 - 535 50 42 00 - COMMUNICATION	11.11	
					402 - 537 50 42 00 - COMMUNICATION	11.11	
					101 - 543 30 42 00 - COMMUNICATION	11.12	
					107 - 571 10 42 00 - COMMUNICATION-AG MU	149.36	
3478	06/22/2015	Claims	2	90267	CINTAS CORP #605	221.71	CH & SR CTR MOP & MAT RENTAL
					001 - 518 31 45 00 - OPERATING RENTALS & L	113.16	
					001 - 571 21 45 00 - OPERATING RENTALS & L	108.55	
3479	06/22/2015	Claims	2	90268	CULLIGAN YAKIMA, WA	31.53	BOTTLED WA SVC-05/2015
					001 - 524 20 45 00 - OPERATING RENTALS & L	7.88	

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			401 - 534 50 45 00 - OPERATING RENTALS & LI			7.88	
			403 - 535 50 45 00 - OPERATING RENTALS & LI			3.15	
			402 - 537 50 45 00 - OPERATING RENTALS & LI			3.15	
			101 - 542 30 45 00 - OPERATING RENTALS & LI			3.15	
			001 - 558 60 45 00 - OPERATING RENTALS & LI			3.16	
			001 - 576 80 45 00 - OPERATING RENTALS & LI			3.16	
3480	06/22/2015	Claims	2	90269	DB SECURE SHRED		140.28 SHRED SVC - 05/2015
			001 - 511 60 41 01 - PROFESSIONAL SERVICES			12.75	
			001 - 513 10 41 01 - PROFESSIONAL SERVICES			12.75	
			001 - 514 23 41 00 - PROFESSIONAL SERVICES			12.77	
			001 - 514 30 41 00 - PROFESSIONAL SERVICES			12.77	
			001 - 524 20 41 00 - PROFESSIONAL SERVICES			12.75	
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			12.75	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			12.75	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			12.75	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			12.75	
			001 - 558 60 41 00 - PROFESSIONAL SERVICES			12.75	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES			12.74	
3481	06/22/2015	Claims	2	90270	FIRESTONE TIRE & SERVICE CTRS		46.72 VEHICLE SERVICE #5-WINTER TIRE CHANGE OVER
			001 - 521 22 48 00 - REPAIRS & MAINTENANCE			46.72	
3482	06/22/2015	Claims	2	90271	GAP AUTO PARTS		17.97 PD SUPPLIES-WINDOW WASH
			001 - 521 22 31 00 - SUPPLIES			17.97	
3483	06/22/2015	Claims	2	90272	HUMANE SOCIETY OF		1,832.50 PD ANIMAL CONTROL SERVICES-MAY 2015
			001 - 554 30 41 00 - PROF SERVICES-ANIMAL C			1,832.50	
3484	06/22/2015	Claims	2	90273	INTEGRA TELECOM		1,856.14 CH-05/2015
			001 - 518 20 42 00 - COMMUNICATION			1,856.14	
3485	06/22/2015	Claims	2	90274	KIMA TV		225.00 OLD TOWN DAYS AD
			132 - 571 20 44 32 - OTD ADVERTISING			225.00	
3486	06/22/2015	Claims	2	90275	LAW OFFICES OF MARGITA DORNAY		7,083.33 PROSECUTING ATTORNEY - 06/2015
			001 - 515 30 41 00 - PROFESSIONAL SERVICES			7,083.33	
3487	06/22/2015	Claims	2	90276	LOWES COMPANY INC		20.13 FACILITY SUPPLIES-CAR WASH TOWELS, TAPE, ETC
			001 - 521 50 31 00 - SUPPLIES			20.13	
3488	06/22/2015	Claims	2	90277	MCPHERSON LAW GROUP		3,775.00 CONFLICT ATTORNEY
			001 - 515 20 41 03 - PROF SERVICES-CONFLIC1			3,775.00	
3489	06/22/2015	Claims	2	90278	NEOFUNDS BY NEOPOST		500.00 POSTAGE - 05/2015
			001 - 514 23 42 00 - COMMUNICATIONS			82.09	
			001 - 514 30 42 00 - COMMUNICATIONS			143.30	
			001 - 521 10 42 00 - COMMUNICATION			22.12	
			001 - 524 20 42 00 - COMMUNICATION			24.98	
			401 - 534 50 42 00 - COMMUNICATION			56.88	
			403 - 535 50 42 00 - COMMUNICATION			56.88	
			402 - 537 50 42 00 - COMMUNICATION			56.87	
			101 - 543 30 42 00 - COMMUNICATION			56.88	
3490	06/22/2015	Claims	2	90279	OFFICE DEPOT		340.35 OLD TOWN DAYS FLYERS; OLD TOWN DAYS FLYERS
			132 - 571 20 44 32 - OTD ADVERTISING			307.02	
			132 - 571 20 44 32 - OTD ADVERTISING			33.33	
3491	06/22/2015	Claims	2	90280	OFFICE SOLUTIONS NORTHWEST		121.21 COPY PAPER & POST ITS
			001 - 511 60 31 01 - SUPPLIES			2.40	
			001 - 513 10 31 00 - SUPPLIES			14.22	

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			001 - 513 10 31 00 -		SUPPLIES	12.06	
			001 - 514 23 31 00 -		SUPPLIES	20.37	
			001 - 514 30 31 00 -		SUPPLIES	14.65	
			001 - 521 10 31 00 -		SUPPLIES	3.01	
			001 - 524 20 31 00 -		SUPPLIES	4.52	
			401 - 534 50 31 00 -		SUPPLIES	11.89	
			403 - 535 50 31 00 -		SUPPLIES	11.89	
			402 - 537 50 31 00 -		SUPPLIES	11.89	
			101 - 543 30 31 00 -		SUPPLIES	11.89	
			001 - 558 60 31 00 -		SUPPLIES	2.04	
			001 - 576 80 31 00 -		SUPPLIES	0.38	
3492	06/22/2015	Claims	2	90281	OWEN EQUIPMENT CO	14.44	SVC CHARGE - 04-05 2015
			101 - 542 70 49 00 -		MISCELLANEOUS	14.44	
3493	06/22/2015	Claims	2	90282	PACIFIC POWER	21,350.98	AG MUSEUM - 05/2015; PW - 05/2015; CH - 05/2015; CH - 05/15
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	148.61	
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	603.52	
			401 - 534 50 47 00 -		UTILITIES	6,410.53	
			403 - 535 50 47 00 -		UTILITIES	1,220.54	
			101 - 542 63 47 00 -		UTILITIES	11,319.13	
			101 - 542 64 47 00 -		UTILITIES	322.11	
			107 - 571 10 47 00 -		UTILITIES-AG MUSEUM	286.54	
			001 - 576 80 47 00 -		UTILITIES	1,040.00	
3494	06/22/2015	Claims	2	90283	PEPSI COLA - YAKIMA	77.55	PD WATER DELIVERY AND RENTAL MAY 2015
			001 - 521 22 31 00 -		SUPPLIES	77.55	
3495	06/22/2015	Claims	2	90284	PRINT GUYS INC	2,060.59	NEWSLETTER - 06/2015
			001 - 511 60 49 01 -		MISCELLANEOUS	2,060.59	
3496	06/22/2015	Claims	2	90285	PROTECTION ONE	31.36	ALARM MONITORING - 06/2015
			001 - 518 31 41 00 -		PROFESSIONAL SERVICES	16.34	
			001 - 524 20 41 00 -		PROFESSIONAL SERVICES	2.14	
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	2.14	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	2.14	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	2.20	
			101 - 542 30 41 00 -		PROFESSIONAL SERVICES	2.14	
			001 - 558 60 41 00 -		PROFESSIONAL SERVICES	2.14	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES	2.12	
3497	06/22/2015	Claims	2	90286	REPUBLIC PUBLISHING CO	58.03	NOTICE OF SPECIAL
			001 - 511 60 44 01 -		ADVERTISING	58.03	
3498	06/22/2015	Claims	2	90287	SAN DIEGO POLICE EQUIPMENT CO INC	2,218.86	PD AMMUNITION- 223 55GR FMJ
			001 - 521 40 31 00 -		OFFICE & OPERATING SUP	2,218.86	
3499	06/22/2015	Claims	2	90288	SPECTRUM BUSINESS	214.17	CH INTERNET - 06/2015
			001 - 511 60 42 01 -		COMMUNICATION	19.49	
			001 - 513 10 42 01 -		COMMUNICATION	19.49	
			001 - 514 23 42 00 -		COMMUNICATIONS	19.49	
			001 - 514 30 42 00 -		COMMUNICATIONS	19.49	
			001 - 524 20 42 00 -		COMMUNICATION	19.49	
			401 - 534 50 42 00 -		COMMUNICATION	19.49	
			403 - 535 50 42 00 -		COMMUNICATION	19.49	
			402 - 537 50 42 00 -		COMMUNICATION	19.49	
			101 - 542 30 42 00 -		COMMUNICATIONS	19.49	
			001 - 558 60 42 00 -		COMMUNICATION	19.49	
			001 - 576 80 42 00 -		COMMUNICATION	19.27	
3500	06/22/2015	Claims	2	90289	BILL TRUE	20.06	
			402 - 586 01 04 02 -		210-10	20.06	

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3501	06/22/2015	Claims	2	90290	UNITED STATES POSTAL SERVICE	98.00	PD POST OFFICE BOX RENTAL 2015
					001 - 521 10 49 00 - MISCELLANEOUS	98.00	
3502	06/22/2015	Claims	2	90291	UNITED STATES POSTMASTER	782.92	UB STATEMENTS - 06/2015
					401 - 534 50 42 00 - COMMUNICATION	260.97	
					403 - 535 50 42 00 - COMMUNICATION	260.97	
					402 - 537 50 42 00 - COMMUNICATION	260.98	
3503	06/22/2015	Claims	2	90292	US BANK CARDMEMBER SVC	290.77	FOOD FOR INMATE WORKER; RED CRIME SCENE TAPE; BLACK BACKPACKS-3; WATER & POWERADE FOR WORKERS DURING ROLLOVER, PIZZA & POP FOR MEETING; GO TO MY PC - 05/2015; TRAFFIC SAFETY MEETING; DIRECTORS
					001 - 513 10 43 01 - TRAVEL	13.51	
					001 - 514 23 43 00 - TRAVEL	5.37	
					001 - 514 23 49 00 - MISCELLANEOUS	6.45	
					001 - 514 30 43 00 - TRAVEL	5.38	
					001 - 514 30 49 00 - MISCELLANEOUS	6.45	
					001 - 521 10 43 00 - TRAVEL	13.09	
					001 - 521 10 43 00 - TRAVEL	12.21	
					001 - 521 10 49 00 - MISCELLANEOUS	9.28	
					001 - 521 10 49 00 - MISCELLANEOUS	68.11	
					001 - 521 21 21 00 - UNIFORMS & EQUIPMENT	67.12	
					001 - 521 21 31 00 - SUPPLIES	74.13	
					401 - 534 50 43 00 - TRAVEL	1.94	
					403 - 535 50 43 00 - TRAVEL	1.93	
					402 - 537 50 43 00 - TRAVEL	1.93	
					101 - 542 30 43 00 - TRAVEL	1.94	
					001 - 576 80 43 00 - TRAVEL	1.93	
3504	06/22/2015	Claims	2	90293	WA ASSN OF SHERIFFS &	300.00	FULL CONFERENCE REGISTRATION-2015 SPRING EXPO & TRAINING-COBB
					001 - 521 40 49 00 - MISCELLANEOUS	300.00	
3505	06/22/2015	Claims	2	90294	WA CITIES INS. AUTHORITY	50.00	NOTARY BOND-TOWLE
					001 - 528 80 49 00 - MISCELLANEOUS	50.00	
3506	06/22/2015	Claims	2	90295	WA STATE DEP OF LICENSING	30.00	NOTARY APPLICATION-TOWLE
					001 - 528 80 49 00 - MISCELLANEOUS	30.00	
3507	06/22/2015	Claims	2	90296	WA STATE TREASURER	12,854.37	CJRS-05/2015
					001 - 586 00 01 00 - STATE BUILDING CODE FE	13.50	
					001 - 586 00 04 00 - PSEA 1 STATE SHARE	6,340.98	
					001 - 586 00 05 00 - PSEA 2 STATE SHARE	3,579.03	
					001 - 586 00 06 00 - PSEA 3 STATE SHARE	103.58	
					001 - 586 00 07 00 - CRIME LAB/BREATH ST SF	146.61	
					001 - 586 00 08 00 - JIS STATE SHARE	1,356.96	
					001 - 586 00 09 00 - SCH ZONE SAFETY ST SHA	220.72	
					001 - 586 00 10 00 - TRAUMA CARE STATE SH/	441.72	
					001 - 586 00 13 00 - AUTO THEFT PREVENTION	651.27	
3508	06/22/2015	Claims	2	90297	YAKIMA ATHLETIC CLUB	216.40	CORPORATE MEMBERSHIP RENEWAL
					001 - 517 91 49 00 - MISCELLANEOUS	216.40	

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3509	06/22/2015	Claims	2	90298	YAKIMA CO PRINTING DEPT	815.50	PD BUSINESS CARDS-COBB, KELLOGG & PD ENVELOPS
					001 - 521 10 31 00 - SUPPLIES	30.20	
					001 - 521 22 31 00 - SUPPLIES	30.20	
					001 - 528 80 31 00 - OFFICE & OPERATING SUP	755.10	
3510	06/22/2015	Claims	2	90299	YAKIMA CO TREAS PROSECUTING	147.64	CVC-05/2015
					001 - 586 00 03 00 - CRIME VICTIMS COMP CN	147.64	
3511	06/22/2015	Claims	2	90300	YAKIMA VALLEY PUBLISHING INC	720.00	PIONEER GRAVEYARD AD; VENUE MANAGEMENT SVC
					001 - 513 10 44 00 - ADVERTISING	360.00	
					001 - 576 80 44 00 - ADVERTISING	360.00	

511 Legislative	2,706.06
513 Executive	432.03
514 Finance	1,509.83
515 Legal Services	10,858.33
521 Law Enforcement	8,201.36
576 Park Facilities	4,510.64
580 Non Expeditures	13,002.01
001 Current Expense Fund	41,220.26
542 Streets - Maintenance	11,695.15
543 Streets Admin & Overhead	79.89
101 Street Fund	11,775.04
514 Finance	2,287.90
107 Convention Center Reserve Fund	2,287.90
557 Community Services	1,875.00
108 Tourism Promotion Area Fund	1,875.00
547 Transit Systems & Railroads	38,718.47
128 Transit System Fund	38,718.47
571 Education	774.63
132 Community Events Fund	774.63
534 Water Utilities	6,959.91
401 Water Fund	6,959.91
537 Garbage & Solid Waste Utilitys	559.36
580 Non Expeditures	20.06
402 Garbage Fund	579.42
535 Sewer	1,779.83
403 Sewer Fund	1,779.83

Claims: 105,970.46
 105,970.46

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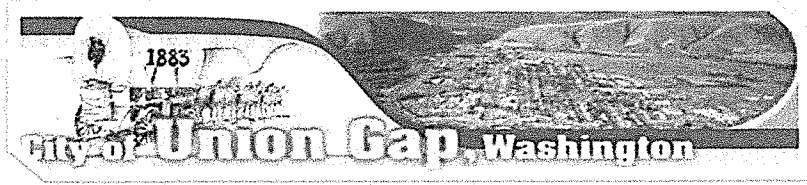
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Trans Date Type Acct # War # Claimant
CERTIFICATION: I, the undersigned, do hereby certify under
penalty of perjury that the materials have been furnished, the
services rendered, or the labor performed as described and that the
claim is a due and unpaid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

Amount Memo _____

Certified By: _____ Date: _____



City Council Communication

Meeting Date: June 22, 2015
From: David Spurlock; Deputy Director of Public Works & Community Development
Topic/Issue: 2014 Water Main Improvements – HLA Change Order No. 1

SYNOPSIS: HLA is requesting City acceptance of Change Order No. 1 for the 2014 Water Main Improvements Project. This change order includes the addition of new gate valves for lateral connections to the mainlines, reducing the possibility of contamination of the mainline, and renew the valves on the system.

The total cost of Change Order No. 1 will increase the original Contract amount by \$19,241.80, which is covered by existing project money (contingency line item).

RECOMMENDATION: Motion authorizing the City Manager to accept and sign Change Order #1, relating to the 2014 Water main Improvements .

LEGAL REVIEW: N/A

FINANCIAL REVIEW: DWSRF - Original Contact Price, \$1,169,571.47 Adjusted contract price \$1,188,813.27.

BACKGROUND INFORMATION: Discussed 6/15/2015 Public Works/Community Development Committee.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Change Order No. 1



Jeffrey T. Louman, PE
Theodore W. Pooler, PE
Michael T. Battle, PE
Eric T. Herzog, PLS

Terry D. Alapeteri, PE
Gene W. Soules, PE
Timothy D. Fries, PLS
Justin L. Bellamy, PE

Stephanie J. Ray, PE
Dustin L. Posten, PE
Stephen S. Hazzard, PE
Michael R. Heit, PE

Civil Engineering ♦ Land Surveying ♦ Planning

June 9, 2015

City of Union Gap
107 W. Ahtanum Road
Union Gap, WA 98903

Attn: Mr. Dennis Henne

Re: CITY OF UNION GAP
2014 WATERMAIN IMPROVEMENTS
DWSRF Contract No.: DM13-952-138
HLA Project No.: 13104

MAIN STREET STORMWATER IMPROVEMENTS - PHASE 1
DOE Grant No.: G1400461
HLA Project No.'s: 13106
Change Order No. 1

Dear Mr. Henne:

Attached, please find three copies of Change Order No. 1 for the above referenced project.

The City of Union Gap has determined the addition of new valves for the lateral connections to the mainlines will reduce the possibility of contamination of the mainline, reduce the amount of time the lateral lines need to be shut off to make connections, and renew the valves on the system.

When all three copies of the Change Order have been signed, retain one copy for your records, and return the remaining two copies to us for distribution.

Please call me at (509) 966-7000, should you have any questions.

Very truly yours,

Steven C. Sziebert

SCS/crf

Enclosures

copy: Correspondence File

CHANGE ORDER NO. 1

OWNER: CITY OF UNION GAP
PROJECT NAME / NUMBER: 2014 WATERMAIN IMPROVEMENTS
DWSRF Contract No.: DM13-952-138
HLA Project No.: 13104

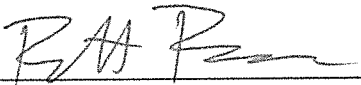
MAIN STREET STORMWATER IMPROVEMENTS - PHASE 1
DOE Grant No.: G1400461
HLA Project No.'s: 13106

CONTRACTOR: APOLLO, INC.

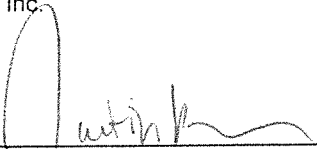
THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Sales Tax):	\$1,169,571.47
Current Contract Price Adjusted by Previous Change Order(s) (Including Sales Tax):	\$1,169,571.47
Change in Contract Price Due to This Change Order (Including Sales Tax):	\$19,241.80
Adjusted Contract Price Due to This Change Order (Including Sales Tax):	\$1,188,813.27

Original Contract Completion Date:	August 31, 2015
Current Contract Completion Date Adjusted by Previous Change Order:	August 31, 2015
Change in Contract Completion Date Due to This Change Order:	No Additional Days
Revised Contract Completion Date:	August 31, 2015

CONTRACTOR: 
Apollo, Inc.

Date: 6/11/15

ENGINEER: 
Huibregtse, Louman Associates, Inc.

Date: 6/9/2015

OWNER: _____
City of Union Gap

Date: _____

June 8, 2015

CITY OF UNION GAP
2014 WATERMAIN IMPROVEMENTS
DWSRF Contract No.: DM13-952-138
HLA Project No.: 13104

MAIN STREET STORMWATER IMPROVEMENTS - PHASE 1

DOE Grant No.: G1400461
HLA Project No.'s: 13106

CHANGE ORDER NO. 1

SCHEDULE A - 2014 WATERMAIN IMPROVEMENTS					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
C1-1	Increase quantity of Bid Item 18, Butterfly Valve 12 In.	EA	3	2,000.00	\$6,000.00
C1-2	Increase quantity of Bid Item 19, Gate Valve 8 In.	EA	2	1,400.00	\$2,800.00
C1-3	Increase quantity of Bid Item 20, Gate Valve 6 In.	EA	3	1,100.00	\$3,300.00
C1-4	Gate Valve 4 In.	FA	EST	2,700.00	\$2,700.00
C1-5	Additional fittings for connection.	FA	EST	3,000.00	\$3,000.00
CHANGE ORDER NO. 1 SUBTOTAL					\$17,800.00
SALES TAX @ 8.1%					\$1,441.80
CHANGE ORDER NO. 1 TOTAL					\$19,241.80

REASON:

The City of Union Gap has determined the addition of new valves for the lateral connections to the mainlines will reduce the possibility of contamination of the mainline, reduce the amount of time the lateral lines need to be shut off to make connections, and renew the valves on the system.