

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 28, 2014 – 6:00 P.M.
102 W. AHTANUM ROAD, UNION GAP

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

A. Approval of Minutes:

Regular Council Meeting Minutes, dated April 14th, 2014, As attached to the Agenda and maintained in electronic format;

B. Approve Vouchers:

Claims Vouchers – EFT's and Voucher Nos. 87649 through 87746 for April 28, 2014, in the amount of \$544,299.43;

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. Discussion - Moratorium for Marijuana Collective Gardens and for I-502, Production, Processing, and Retail Sales of Marijuana;
2. Resolution No. _____ Award of Bid – So. 12th Avenue Bridge #329 Replacement;
3. Resolution No. _____ Longfibre Road Extension - Task Order No. 2014-4

Public Safety

1. Cost Effective Fire Protection Services;
2. Multi-Function Printer Contract.

Finance & Administration

1. 2014 1st Quarter Financial Update
2. IT Services RFP Update.

City Manager

1. Resolution No. _____ - Lodging Tax Advisory Committee Appointment.

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

Invitation to the Main Street Taskforce Meeting on April 30, 2014 at 2:00p.m. at the Union Gap Council Chambers.

VIII. DEVELOPMENT OF NEXT AGENDA

IX. ADJOURN REGULAR MEETING.



CITY COUNCIL COMMUNICATION

Meeting Date: April 28, 2014

From: Dennis Henne, Director of Public Works & Community Development

Topic/Issue: Discussion - Moratorium for Marijuana Collective Gardens and for I- 502, Production, Processing, and Retail Sales of Marijuana

SYNOPSIS: January 27, 2014 council adopted a moratorium to provide the City with additional time to study and analyze the impacts of permitting collective gardens, producer, processors, and retailers of marijuana within the City and to consider its comprehensive planning and development regulations concerning such land uses.

On April 14, council discussed a draft ordinance and planning commission recommendation creating a new chapter 17.29 in the Union Gap Municipal Code (UGMC), along with proposed amendments to table 17.04.030 permitted Land Uses to establish zoning regulation.

The 3 month moratorium effective in February 2014 will expire the end of April.

- Determine whether to allow or ban marijuana businesses
- Adopt draft ordinance as recommended by planning commission
- Direct staff to finalize for adoption an amended ordinance
- Adopt an extension to moratorium

RECOMMENDATION: Direct staff on how to proceed.

LEGAL REVIEW: Attached Ordinance has been reviewed by the City Attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS:

ATTACHMENTS: Draft ordinance as recommended by planning commission

CITY OF UNION GAP
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF UNION GAP,
WASHINGTON, ESTABLISHING ZONING REGULATIONS TO
IMPLEMENT INITIATIVE 502 AND CHAPTER 314-55 WAC FOR ANY
MARIJUANA BUSINESSES BY ADDING A NEW CHAPTER 17.29 AND MODIFYING
TABLE 17.040.030 WITHIN THE UNION GAP MUNICIPAL CODE

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

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

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

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

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

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

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

WHEREAS, this Ordinance has been drafted to establish zoning regulations for marijuana businesses, consistent with state statutes, and to protect the public health, welfare, and safety; and

WHEREAS, this Ordinance has been reviewed under the State Environmental Policy Act and a determination of non-significance issued for it; and

WHEREAS, after public notification as required, the Planning Commission held a public hearing on the proposed Ordinance on February 25, 2014 considered the zoning text amendment criteria,

along with any public testimony and other relevant factors, and, following the public hearing, recommended approval of the proposed Ordinance to the City Council; and

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

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

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

Section 2. Chapter 17.29, "Marijuana Businesses," and Table 17.040.030 of the Union Gap Municipal Code is hereby added and/or modified to read as follows:

Chapter 17.29
MARIJUANA BUSINESSES

Sections:

17.29.010 Purpose and intent.

17.29.020 Definitions.

17.29.030 Locations.

17.29.040 Special regulations.

17.29.050 Enforcement of violations.

17.29.010 Purpose and intent.

The purpose of this chapter is to establish zoning regulations that provide for marijuana businesses allowed under a voter-approved statewide initiative (Initiative 502), now codified in Title 69 RCW, and subject to requirements of Chapter 314-55 WAC.

17.29.020 Definitions.

The following definitions apply to this chapter. Additional definitions related to marijuana businesses are contained in WAC 314-55-010 and RCW 69.50.101.

"Business name" or "trade name" means the name of a licensed business as used by the licensee on signs and advertising.

"Child care center" means an entity that regularly provides child day care and early learning services for a group of children for periods of less than twenty-four hours and is licensed by the Washington state department of early learning under Chapter 170-295 WAC.

"Elementary school" means a school for early education that provides the first four to eight years of basic education and is recognized by the Washington state superintendent of public instruction.

"Game arcade" means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices.

"Library" means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.

"Marijuana" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

"Marijuana business" means any business that handles marijuana and is subject to Chapter 314-155 WAC.

"Marijuana processing business" means any business that engages in processing marijuana.

"Marijuana production business" means any business that engages in growing marijuana.

"Marijuana retail business" means an establishment engaged in selling marijuana to people for their personal or household use. It does not include businesses that produce or process marijuana and do not sell it directly for personal or household use.

"Playground" means a public outdoor recreation area for children, usually equipped with swings, slides, or other playground equipment, owned and/or managed by a city, county, state, or federal government.

"Public Park" means an area of land for the enjoyment of the public, having facilities for rest and/or recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government, or metropolitan park district and does not include parcels that are primarily comprised of a trail or trails.

"Public transit center" means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge.

"Recreation center or facility" means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state, or federal government.

"Residence" means a building, dwelling unit or property where one or more persons may live or maintain an abode.

"Secondary school" means a high school and/or middle school, i.e., a school that is recognized by the Washington state superintendent of public instruction for the education of students, typically children, in grades seven to twelve who have completed their primary education.

17.29.030 Locations.

- A. A marijuana business shall not be located within one thousand feet of the perimeter of the grounds of any of the following entities as defined in UGMC 17.29.020:
 - 1. Elementary or secondary school;
 - 2. Playground;
 - 3. Recreation center or facility;
 - 4. Child care center;
 - 5. Park;
 - 6. Transit center;
 - 7. Library;
 - 8. Game arcade where admission is not restricted to persons age 21 and older; or
 - 9. Residential zoned properties.
- B. For purposes of subsection A of this section, the distance shall be measured as the shortest straight line distance from the property line of each entity identified in subsection A of this section to the property line of the marijuana business.
- C. A marijuana retail business is not permitted except in accordance with ~~where~~ the City's zoning regulations ~~in accordance with~~ and only within the zoning districts identified in Table 17.04.030.
- D. Neither a marijuana production business nor a marijuana processing business is permitted except in accordance with the City's zoning regulations and only within the zoning districts identified in Table 17.04.030.
- E. Marijuana businesses are not permitted as a home occupation under 17.04.090 and shall not operate at a residence as defined in this chapter.

17.29.040 Special regulations.

- A. To operate within the City, each marijuana business is required to have a current business license issued by Washington State under the provisions of Chapter 314-55 WAC and a current business license issued by the City under the provisions of Chapter 4.04 UGMC.

- B. A retail marijuana business shall not sell marijuana, marijuana-infused products, or marijuana paraphernalia or otherwise be open for business before 8 am or after 11:00 pm on any day.
- C. For signage, marijuana businesses are subject to the requirements of Chapter 314-55-155 WAC and Chapter 17.08 UGMC, whichever is more restrictive. No off-premises signage is allowed.
- D. A marijuana business must take place within a fully enclosed secure indoor facility or greenhouse with rigid walls, a roof, and doors.
- E. Marijuana plants, products, and paraphernalia shall not be visible from outside the building in which the marijuana business is located.
- F. Marijuana businesses are subject to all applicable requirements of the Union Gap Municipal Code, including but not limited to the Building Code, (Title 14 UGMC) and the Fire Code (Title 13 UGMC), as now exists or may be amended.
- G. Marijuana businesses are subject to all applicable requirements of Title 69 RCW and Chapter 314-55 WAC and other state statutes, as they now exist or may be amended.

17.29.050 Enforcement of violations.

Violations of this Chapter shall be subject to enforcement action as provided in Chapter 1.18 UGMC or, as applicable, the Uniformed Controlled Substances Act, Title 69 RCW. In addition, violations of this' Chapter are deemed to be a public nuisance and may be abated under the procedures set forth in state law for the abatement of public nuisances.

TABLE 17.04.030

PERMITTED LAND USES

	Class 1 review	Single Family 1	Single Family 2	Multi-Family	Corridor Multi-Family	Commercial	Regional Commercial	Downtown Business	Wholesale/Warehouse	Light-Industrial	Public Facility	Planned Recreational	Parks/Open Space
1.	Class 1 review												
2.	Class 2 review	1											
3.	Class 3 review												
Blank.	Not permitted												
Land Uses:													
	R-1	R-2	R-3	R-4	C-1	C-2	CBD	WW	L-I	PbF	P-C	PKO	
Agricultural (Commercial)													
Agricultural, horticulture, general farming (not feedlots and stockyards)							1	1	1	1	1	1	
Agricultural building						2	1	1	1	1		1	
Agricultural chemical sales/storage						3	3	3	3	3			
Agricultural market				2	1	1	1	2	3				
Agricultural stand				2	1	1	1	2	3				
Agricultural related industries								1	1	1			
Animal husbandry							3	1	1				
Concentrated feeding operation								3	3				
Floricultural, aquaculture, within structures up to 400 sq. ft.	1	1	1	1	1	1	1	1	1	1	1	1	1
within structures larger than 400 sq. ft.					1	1	1	1	1	1	1	1	1
Fruit bin sales/storage						2	2	2	2	1			
Amusement and Recreation													

TABLE 17.04.030

PERMITTED LAND USES

	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	Prc	PKO
Amusement park (permanent)						3	3	3			3	
Bowling alleys						3	3	3	3		3	
Campground					3	3	3	3	3		3	3
Drive in theaters					3	3	3	3				
Fairgrounds						2	2	3	3			
Game and electronic game rooms						1	1	1				
Golf courses, clubhouses, golf driving ranges						1	1	3	3		1	1
Gymnasiums, exercise facilities					2	1	1	1	2		3	
Horse racing tracks, speedways											3	
Miniature golf courses					1	1	1				1	1
Movie theaters, auditoriums, exhibition halls						1	1	2	2		3	
Parks	1	1	1	1	1	1	1	1	1	1	2	1
Roller, ice skating rink						1	1					
Social gambling establishments						3	3	3				
Community Services	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	Prc	PKO
Adult Family Home	1	1	1	1	2	2	2					
Churches, synagogues, temples	2	2	1	1	1	1	1	2	3		2	1

TABLE 17.04.030

PERMITTED LAND USES

	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	P-C	P-KO
Community center, meeting hall, fraternal organizations			3	3	1	1	1	2	2	1	2	1
Convalescent, or nursing home		3	3	3	3	3	3					
Cemeteries, mausoleums and columbariums					3	3	3	3		1	3	1
Day care homes, family day care center	1	1	2	2	1	3	2	3	3	2		
Day care center	3	3	2	2	1	1	1	3	3	2		
Fire stations, police stations and ambulance service	3	3	3	3	1	1	1	1	1	1		
Funeral home						1	1				3	1
Halfway house	3	3	3	3			3					
Hospitals					3	3	3	3				
Correction facilities								3	3			
Junior or community colleges				2	2	2	2	2	3	3		
Libraries	2	2	2	1	1	1	1	1	2	1		
Museums, art galleries				2	1	1	1	1		1		
Schools, elementary and middle	3	3	3	3	3					3		
Senior high		3	3	3	3					3		
Business school					2	2	2	2	2	2		
Vocational school					2	2	2	2	1	2		
Storage of gravel and equipment for street construction								1	1	1		

TABLE 17.04.030

PERMITTED LAND USES

	R-1	R-2	R-3	R-4	C-1	C-2	CBD	WW	L-1	PbF	Prc	PKO
Wastewater treatment, sprayfields								3	3	1	3	3
Zoo								3	3		2	2
Manufacturing												
Aircraft parts						3	3	1	1			
Apparel and accessories					2	2	2	1	1			
Bakery products (wholesale)					2	2	2	1	1			
Beverage industry					2	2	1	1	1			
Canning, preserving and packaging fruits, vegetables and other foods					2	2	2	2	2			
Cement and concrete plants								3	2			
Chemicals (industrial, agricultural, wood)								2	2			
Confectionery and related products (wholesale)							2	1	1			
Cutlery, hand tools and general hardware								1	1			
Product assembly					2	2	2	1	1			
Drugs								1	1			
Electrical transmission and distribution equipment								1	1			
Electronic components and accessories								1	1			

TABLE 17.04.030

PERMITTED LAND USES

	Product assembly	R-1	R-2	R-3	R-4	C-1	C-2	CBD	WW	L-1	PbF	PrC	PKO
Fabricated structural metal products									1	1			
Food processing						2	2	2	1	1			
Furniture and custom cabinet shop						2	2	2	1	1			
Product assembly						2	2	2	1	1			
Glass, pottery and related products									1	1			
Product assembly						2	2	2	1	1			
Grain mill products									1	1			
Heating apparatus wood stoves									1	1			
Leather products								3	3	1			
Leather tanning									3	3			
Machinery and equipment									1	1			
Maritluna processing business									1	1			
Maritluna production business									1	1			
Medical, optical, dental and scientific instruments								2	1	1			
Product assembly						2	2	2	1	1			
Meat, poultry and dairy products									1	1			

TABLE 17.04.030

PERMITTED LAND USES

	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	P-C	P-KO
Metal cans								1	1			
Paints, varnishes, lacquers, enamels and allied products								2	2			
Paperboard containers and boxes								1	1			
Plastic products						2	2	1	1			
Product assembly						2	2	1	1			
Injection and extrusion molding						2	2	1	1			
Printing, publishing and binding						2	2	1	1			
Printing trade (service industries)						2	2	1	1			
Rendering plants, slaughter houses								3	3			
Rubber products								2	2			
Sawmills and planing mills								3	2			
Sheet metal and welding shops								3	1			
Sign manufacturing						1	2	1	1			
Stone products (includes finishing of monuments for retail sale)						2	2	1	1			
Transportation equipment, including trailers and campers							3	1	1			

TABLE 17.04.030

PERMITTED LAND USES

	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	P-C	P-KO
Woodworking and wood products: cabinets, shelves, etc.							3	1	1			
Mining/Refining/Off-site Hazardous Waste Treatment												
Asphalt paving and roofing materials, rock crushing								3	3			
Mining including sand and gravel pits								3	3		3	
Any grading, leveling, excavation or stockpiling of earthen materials not associated with an approved Class (2) or Class (3) use							3	2	2	3	3	
Off-site hazardous waste treatment and storage facilities								3	3			
Residential												
Detached single family dwelling	1	1	2	2							3	
Detached zero lot line single family dwelling	2	2	2	2							3	
Attached single family dwelling	2	2	1	1							3	
Two-family dwelling	3	2	1	1							3	
Multi-family dwelling: 0-5.5 DU/NRA	2	2	1	1							3	
5.6-7 DU/NRA		3	1	1							3	

TABLE 17.04.030

PERMITTED LAND USES

	7.1-12 DU/NRA		2	2																		
	12.1-20 DU/NRA		3																			3
		R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	P-C	P-KO									
Manufactured home parks		3	3	3	3																	
Manufactured homes	Class A	1	1	1	1																	
	Class B	2	2	2	2																	
	Class C			3	3																	
Boarding house		3	3	2	2																	
Nursing home			3	2	2	2		2														
Assisted care housing		3	3	2	2			2														
Temporary hardship units		3	3	3	3																	
Second floor dwelling units								1														
Retail Trade and Service																						
Addressing, mail, and stenographic services						1	1	1	1	1	1	1										
Advertising agencies						1	1	1	1	1	1	1										
Animal clinic/hospital						2	1	1	1	2	2											
Antique store						1	1	1	1	2	2											
Artist's supplies						1	1	1	1	2	2											
Auction house							2	2	1	2												
Automobile sales							2	2	1													
Automobile, carwash						3	1	1	1	2												
maintenance						2	1	1	1	2												

TABLE 17.04.030

PERMITTED LAND USES

and repair shops																				
paint and body shops								1		2		1			2					
parts and accessories (tires, batteries, etc.)								2		1		1		1	2					
specialized repair shops (radiator, engine, etc.)								2		1		1		1	2					
towing service												3		1	2					
wrecking and dismantling yard														3	3					
Bakery	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	P-C	PKO								
Beauty and barber shops				2	1	1	1	1	3											
Bed and breakfast inn	3	3	2	2	1	2	1													
Boats and marine accessories					3	1	1	1												
Books, stationery, office supplies					1	1	1	1												
Building and trade contractor (plumbing, heating, electrical etc.)						1	1	1	1					1						
Butcher shop				3	2	1	1	1												
Camera store				3	1	1	1	1												
Candy store				3	1	1	1	1												
Clothing and accessories				3	1	1	1	1												
Coin and stamp shop				3	1	1	1	1												

TABLE 17.04.030

PERMITTED LAND USES

	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	P-C	PKO
Commercial services					1	1	1	1	2			
Communication towers	3	3	3	3	3	3	3	3	3	3	3	
Computer and electronics stores				3	1	1	1	1	2			
Delicatessen				3	1	1	1	1	1			
Department, discount, variety stores					2	1	1	1				
Drug stores (optical goods, orthopedic supplies)					1	1	1	1				
Employment agency					1	1	1	1				
Fabric store					1	1	1	1				
Farm and implements, tools and heavy construction equipment						1	1	1	1			
Farm supplies					3	1	1	1	2			
Financial institutions					2	1	1	1				
Florist					1	1	1	1				
Food store, specialty				3	2	1	1	1				
Fuel, oil and coal distributors						1	3	1	1			
Furniture, home furnishing, appliances					2	1	1	1				
General hardware, garden equipment and supplies				3	1	1	1	1	3			
Gift shop				3	1	1	1	1				
Grocery/convenience store closed 10:00 p.m.				3	1	1	1	1	3			

TABLE 17.04.030

PERMITTED LAND USES

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

TABLE 17.04.030

PERMITTED LAND USES

	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	P-C	P-KO
Motorcycle sales and repair (maintenance, repair and parts)						1	1	1				
Music stores				3	1	1	1	1				
Nursery						1	1	1				
Paint, glass and wallpaper sales				3	2	1	1	1	1			
Pet stores, pet supplies, dog grooming and training				3	2	1	1	1	2			
Printing, photocopy service				3	2	1	1	1	1			
Professional office buildings for architects, attorneys, government, etc.				3	1	1	1	1	1			
Radio/T.V. studio						2	1	1	1			
Real estate office						1	1	1	1			
Recycling center							2	1	1			
Rental: Automobile					2	1	1	1				
Small tools and equipment					2	1	1	1				
Truck and/or trailer, fleet leasing services							3	1	2			
Heavy equipment						2	2	1	1			
Repairs: Small appliances, TV, electronics, business machines, watches, etc.				3	1	1	1	1	2			

TABLE 17.04.030

PERMITTED LAND USES

	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	Prc	PkO
Locksmith and gunsmith				3	1	1	1	1	2			
Re-upholstery and furniture				3	1		1	1	2			
Small engine and garden equipment					2	1	1	1	2			
Restaurants, cafes and drive-in eating facilities	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	Prc	PkO
Second hand store				3	1	1	1	1	3			
Shoe repair and shoe shine shop				3	1	1	1	1				
Shooting ranges (indoor)						3	3	3		3		
Small tools, lawn/garden equipment					2	1	1	2				
Sporting goods, bicycle shops				3	1	1	1	2				
Taverns and bars, dine, drink and dance establishments					3	1	1	2				
Technical equipment sales					2	1	1	1	1			
Toy and hobby store				3	1	1	1	1				
Truck service sales and shops						1	1	1	1			
Video sales/rental				3	1	1	1	1				
Waste material processing and junk handling								3	3			
Transportation												

TABLE 17.04.030

PERMITTED LAND USES

	R-1	R-2	R-3	R-4	C-1	C-2	CBD	W/W	L-1	PbF	PRC	PKO
Electric Vehicle battery charging station							1	1	1	1	1	
Bus terminals, storage and maintenance facilities							3	1	1	1	1	
Transportation brokerage offices, without truck parking					1	1	1	1	1	1		
with truck parking						1	1	1	1	1		
Contract truck hauling, rental of trucks with drivers						1	3	1	1	1		
Air, rail, truck terminals (for short term start, office, etc.)						1	3	1	1	1		
Railroad switch yards, maintenance and dispatching centers, etc.								3	3			
Airport landing field						3	3	3	3			
Utilities												
Power generating facilities								3	3			
Utility services (substations, etc.)	3	3	3	3	3	3	3	1	1	1	2	2
Wholesale Trade-Storage												
Warehouses							3	1	1	1		
Wholesale trade						3	1	1	1	1		
Storage facilities, bulk						3	2	1	1	1		

TABLE 17.04.030

PERMITTED LAND USES

Commercial						2	2	1	1										
Residential ministorage	3	3	3	2	1	2	1	1	1										



CITY COUNCIL COMMUNICATION

Meeting Date: April 28, 2014
From: Dennis Henne, Director of Public Works & Community Development
Topic / Issue: Resolution - Award of Bid – So. 12th Avenue Bridge #329 Replacement

SYNOPSIS: At the December 9, 2013 City Council meeting, Council authorized staff to advertise for bids the So. 12th Avenue Bridge #329 Replacement. On April 23, 2014 a bid opening was held at City Hall, six (6) bids were received and have been reviewed by HLA Engineering. City engineer's recommend Cascade Bridge, LLC in the amount of \$642,665.00

Project funding is as follows;

- Federal Highway Bridge Program (BROS) Grant - \$588,880.00
- Infrastructure Reserve Fund (124 fund) - \$147,220.00 (20 % match)
- Total project funding - \$736,100.00

RECOMMENDATION: Motion to approve a resolution accepting the most qualified, lowest responsible bidder, Cascade Bridge, LLC, and award in the amount of \$642,665.00 the So. 12th Avenue Bridge #329 Replacement.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: See breakdown above.

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS:

ATTACHMENTS:

1. Resolution
2. HLA - Recommendation of Award

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION accepting the lowest responsible bidder, Cascade Bridge, LLC's bid, and awarding the contract for the So. 12th Avenue Bridge #329 Replacement project to Cascade Bridge, LLC.

WHEREAS, the City advertised for bids for the So. 12th Avenue Bridge #329 Replacement project;

WHEREAS, six bids were received and were reviewed by Huibretgse Louman Associates (HLA) and HLA recommends that the City award the contract to Cascade Bridge, LLC as the lowest responsible bidder;

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

That the City accept the lowest responsible bidder, Cascade Bridge, LLC's bid, and that the City award the contract for the So. 12th Avenue Bridge #329 Replacement project to Cascade Bridge, LLC.

PASSED this 28th day of April, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

Civil Engineering ♦ Land Surveying ♦ Planning

April 23, 2014

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

Attn: Mr. Rob Otterness
City Manager

Re: City of Union Gap
SOUTH 12TH AVENUE – BRIDGE #329 REPLACEMENT
Fed Aid No.: BROS-1335(011)
HLA Project No.: 11051
Recommendation of Award

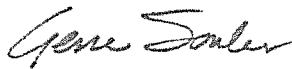
Dear Mr. Otterness:

The bid opening for the above referenced project was held at Union Gap City Hall at 10:00 a.m. on Wednesday, April 23, 2014. A total of six (6) bids were received with the low bid of \$642,665.00, being offered by Cascade Bridge, LLC of Vancouver, Washington. This low bid is approximately four (4) percent below the Engineer's Estimate of \$675,225.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Union Gap award a construction contract to Cascade Bridge, LLC in the amount of \$642,665.00, contingent on approval of Yakima County as the Certification Agency. Please send us a copy of the City of Union Gap Council minutes authorizing award of this project.

Enclosed are copies of the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,



Gene W. Soules, PE

GWS/crf

Enclosures

Copy: Dennis Henne, Public Works Director (Email)
Robert Lochmiller, Yakima County – Public Services (Email)
Roger Arms, WSDOT Local Programs (Email)
Brian Hunter, WSDOT Local Programs (Email)
Steve Sziebert, HLA
Caroline Fitzsimmons, HLA
Kelly Hedrick, HLA
Correspondence File

BID SUMMARY

Owner: CITY OF UNION GAP

Project: SO. 12TH AVENUE BRIDGE #329 REPLACEMENT

H/A Project No.: 11051

Bid Opening Date: April 23, 2014

FED Aid No.: BROS-1335(011)

BIDDER #1

Cascade Bridge, LLC
14215 NW 3rd Court
Vancouver, WA 98685

BIDDER #2

Razz Construction, Inc.
4055 Hammer Drive
Bellingham, WA 98226

BIDDER #3

Belsas & Smith Construction, Inc
P. O. Box 926
Ellensburg, WA 98926

Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE			BIDDER #1			BIDDER #2			BIDDER #3		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount				

SCHEDULE A - BRIDGE CONSTRUCTION															
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE			BIDDER #1			BIDDER #2			BIDDER #3		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount				
1	Mobilization	LS	1	\$40,000.00	\$40,000.00	\$64,000.00	\$64,000.00	\$70,000.00	\$70,000.00	\$55,000.00	\$55,000.00				
2	SPCC Plan	LS	1	\$500.00	\$500.00	\$100.00	\$100.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00				
3	Project Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$8,053.25	\$8,053.25	\$2,000.00	\$2,000.00				
4	ESC Lead	DAY	8	\$150.00	\$1,200.00	\$100.00	\$800.00	\$75.00	\$600.00	\$200.00	\$1,600.00				
5	Erosion and Sediment Control	LS	1	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00				
6	Removal of Structures and Obstructions	LS	1	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00				
7	Clearing and Grubbing	LS	1	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$34,000.00	\$34,000.00				
8	Furnishing and Driving Concrete Test Pile (1'-2" Diam.)	EA	1	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00				
9	Furnish Concrete Piling (1'-2" Diam.)	LF	680	\$60.00	\$40,800.00	\$50.00	\$34,000.00	\$95.00	\$64,600.00	\$55.00	\$37,400.00				
10	Driving Concrete Pile Pipe (1'-2" Diam.)	EA	21	\$3,500.00	\$73,500.00	\$1,500.00	\$31,500.00	\$2,600.00	\$54,600.00	\$2,500.00	\$52,500.00				
11	Furnishing Steel Tip or Shoe (1'-2" Diam.)	EA	21	\$350.00	\$7,350.00	\$300.00	\$6,300.00	\$700.00	\$14,700.00	\$375.00	\$7,875.00				
12	Structure Excavation Cl. A	CY	128	\$40.00	\$5,120.00	\$35.00	\$4,480.00	\$20.00	\$2,560.00	\$100.00	\$12,800.00				
13	Shoring or Extra Excavation, Class A	LS	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00				
14	Concrete Cl. 4000 for Abutment	CY	50	\$750.00	\$37,500.00	\$650.00	\$32,500.00	\$425.00	\$21,250.00	\$750.00	\$37,500.00				
15	Steel Reinforcing Bar for Abutment	LBS	7,800	\$1.50	\$11,700.00	\$1.00	\$7,800.00	\$1.00	\$7,800.00	\$1.00	\$7,800.00				
16	Superstructure	LS	1	\$210,000.00	\$210,000.00	\$268,500.00	\$268,500.00	\$220,000.00	\$220,000.00	\$220,000.00	\$220,000.00				
17	Cast-In-Place Concrete Pedestrian Barrier	LF	110	\$160.00	\$17,600.00	\$100.00	\$11,000.00	\$130.00	\$14,300.00	\$160.00	\$17,600.00				
18	Bridge Railing Type Pedestrian	LF	108	\$130.00	\$14,040.00	\$70.00	\$7,560.00	\$70.00	\$7,560.00	\$105.00	\$11,340.00				
19	Conduit Pipe 3" Diam.	LF	260	\$35.00	\$9,100.00	\$30.00	\$7,800.00	\$40.00	\$10,400.00	\$15.00	\$3,900.00				
20	Bridge Approach Slab	SY	320	\$220.00	\$70,400.00	\$150.00	\$48,000.00	\$156.00	\$49,920.00	\$250.00	\$80,000.00				
21	Cement Conc. Sidewalk	SY	28	\$55.00	\$1,540.00	\$60.00	\$1,680.00	\$100.00	\$2,800.00	\$45.00	\$1,260.00				
22	Beam Guardrail Type 1	LF	95	\$45.00	\$4,275.00	\$46.00	\$4,370.00	\$50.00	\$4,750.00	\$50.00	\$4,750.00				
23	Beam Guardrail Transition Type 1	EA	2	\$3,400.00	\$6,800.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00				
24	Beam Guardrail Anchor Type 1	EA	2	\$900.00	\$1,800.00	\$1,050.00	\$2,100.00	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00				
25	Washed Quarry Spalls - Truck Measure	CY	100	\$40.00	\$4,000.00	\$40.00	\$4,000.00	\$55.00	\$5,500.00	\$50.00	\$5,000.00				
26	Mitigation Plantings	LS	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00				
27	Archaeological and Historical Salvage	FA	EST.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00				
28	Minor Change	FA	EST.	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00				
SCHEDULE A SUBTOTAL				\$604,225.00	\$604,225.00	\$577,990.00	\$577,990.00	\$630,393.25	\$630,393.25	\$670,525.00	\$670,525.00				

BID SUMMARY

Owner:	CITY OF UNION GAP	BIDDER #1	Cascade Bridge, LLC 14215 NW 3rd Court Vancouver, WA 98685	BIDDER #2	Razz Construction, Inc. 4055 Hammer Drive Bellingham, WA 98226	BIDDER #3	Belsaas & Smith Construction, Inc P.O. Box 926 Ellensburg, WA 98926
Project:	SO. 12TH AVENUE BRIDGE #329 REPLACEMENT						
H/A Project No.:	11051	FED AID No.:	BROS-1335(011)				
Bid Opening Date:	April 23, 2014						

Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE			BIDDER #1			BIDDER #2			BIDDER #3		
				Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount	

SCHEDULE B - TEMPORARY DETOUR AND APPROACH WORK

29	Unclassified Excavation Including Haul	CY	310	\$10.00	\$3,100.00	\$25.00	\$7,750.00	\$25.00	\$7,750.00	\$28.00	\$8,680.00
30	Crushed Surfacing Base Course	TON	1,000	\$24.00	\$24,000.00	\$24.00	\$24,000.00	\$20.00	\$20,000.00	\$19.00	\$19,000.00
31	HMA Cl. 1/2-Inch PG 64-28	TON	45	\$110.00	\$4,950.00	\$155.00	\$6,975.00	\$300.00	\$13,500.00	\$150.00	\$6,750.00
32	Cement Conc. Traffic Curb and Gutter	LF	60	\$15.00	\$900.00	\$25.00	\$1,500.00	\$75.00	\$4,500.00	\$30.00	\$1,800.00
33	Tr. 5 Galvanized Storm Sewer Pipe 24-Inch Diameter, in Place	LF	20	\$60.00	\$1,200.00	\$85.00	\$1,700.00	\$75.00	\$1,500.00	\$80.00	\$1,600.00
34	Tr. 5 Galvanized Storm Sewer Pipe 12-Inch Diameter, in Place	LF	20	\$40.00	\$800.00	\$50.00	\$1,000.00	\$48.00	\$960.00	\$70.00	\$1,400.00
35	Tr. 5 Galvanized Storm Sewer Pipe 8-Inch Diameter, in Place	LF	20	\$35.00	\$700.00	\$40.00	\$800.00	\$42.00	\$840.00	\$50.00	\$1,000.00
36	Shoring or Extra Excavation, Class B	LF	60	\$5.00	\$300.00	\$10.00	\$600.00	\$10.00	\$600.00	\$10.00	\$600.00
37	Select Backfill, as Directed	CY	70	\$40.00	\$2,800.00	\$40.00	\$2,800.00	\$10.00	\$700.00	\$30.00	\$2,100.00
38	Adjust Valve Box to Grade	EA	1	\$450.00	\$450.00	\$350.00	\$350.00	\$300.00	\$300.00	\$400.00	\$400.00
39	Moving Existing Hydrant	EA	1	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00
40	Mailbox Support Type 1	EA	2	\$400.00	\$800.00	\$200.00	\$400.00	\$380.00	\$760.00	\$300.00	\$600.00
41	Traffic Signal Modification, in Place	LS	1	\$28,000.00	\$28,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00
SCHEDULE B SUBTOTAL					\$71,000.00	\$64,675.00	\$67,910.00		\$60,130.00		
SCHEDULES A AND B TOTAL					\$675,225.00	\$642,665.00	\$698,303.25		\$730,655.00		

ENGINEER'S REPORT

Competitive bids were opened on April 23, 2014. All bids have been reviewed by this office. I recommend the contract be awarded to: Cascade Bridge, LLC

Project Engineer: *[Signature]* Date: 4/23/14



*Bid results can be found at: www.hiacivil.com

ADDITIONAL BID TOTALS

BIDDER	BID TOTAL
Anchor Construction Contractors, LLC	\$803,212.60
West Company, Inc.	\$825,103.75
Johansen Excavating, Inc.	\$957,275.50

*Highlighted amounts have been corrected.



CITY COUNCIL COMMUNICATION

Meeting Date: April 28, 2014
From: Dennis Henne, Director of Public Works & Community Development
Topic / Issue: Resolution - Longfibre Road Extension - Task Order No. 2014-4

SYNOPSIS: The SIED (Supporting Investments in Economic Diversification) Board approved a funding application for the Longfibre Road Extension project. The funding will provide for design and construction of new asphalt concrete pavement, concrete curb and gutters, concrete sidewalk on one side, stormwater drainage, and a new bridge across Wide Hollow Creek.

Task Order No. 2014-4 authorizes Huibregtse, Louman Associates, Inc. to commence civil engineering for the project.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to sign Task Order No. 2014-4, an Agreement with Huibregtse, Louman Associates, Inc. for professional services, Longfibre Road Extension

LEGAL REVIEW:

FINANCIAL REVIEW: The funding for this project will be from the Infrastructure Reserve fund (124), a SIED Grant, and private funding.

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS:

ATTACHMENTS:

1. Resolution
2. HLA Task Order No. 2014-4

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign Task Order 2014-4 with Huibretgse Louman Associates, Inc. (HLA) for services related to the Longfibre Road Extension, Business Parkway to Pine Street.

WHEREAS, the City of Union Gap wishes to extend Longfibre Road from Business Parkway on the north (in the Ahtanum Ridge Business Park) to Pine Street on the south;

WHEREAS, as part of the extension the City will install new asphalt concrete pavement, concrete curbs and gutters, concrete sidewalks on one side, storm drainage, and a new bridge across Wide Hollow Creek;

WHEREAS, the City requires the assistance of HLA for property acquisition issues, design issues, environmental compliance issues, engineering, and construction issues related to the project;

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

That the City Manager is authorized to sign Task Order 2014-4 with Huibretgse Louman Associates, Inc. (HLA) for services related to the Longfibre Road Extension, Business Parkway to Pine Street.

PASSED this 28th day of April, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



*** TRANSMITTAL ***

**Phone: 509-966-7000 / FAX: 509-965-3800
2803 River Road, Yakima, WA 98902**

Date: April 22, 2014

Project No.: 14056E

To: City of Union Gap
P.O. Box 3008
Union Gap, WA 98903

Attention: Dennis Henne

From: Jeffrey T. Louman, PE

Re: Longfibre Road Extension
Task Order No. 2014-4

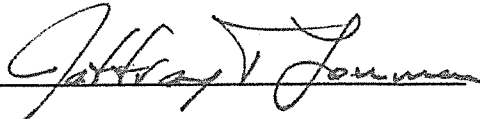
We are sending you the attached following items:

Two (2) Task Order 2014-4 Agreements

Comment:

Please review the enclosed Task Order agreements. If acceptable execute both originals, keep one for your records and return the other to our office.

Thank you.

Copy to: _____ Signed: 

TASK ORDER NO. 2014-4

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF UNION GAP
AND
HUIBREGTSE, LOUMAN ASSOCIATES, INC.

PROJECT DESCRIPTION:

Longfibre Road Extension (PROJECT)
Business Parkway to Pine Street
HLA Project No. 14056

The City of Union Gap (CITY) desires to extend Longfibre Road from Business Parkway on the north (in Ahtanum Ridge Business Park) to Pine Street on the south. The PROJECT will consist of new asphalt concrete pavement, concrete curb and gutters, concrete sidewalk on one side, storm drainage, and a new bridge across Wide Hollow Creek.

SCOPE OF SERVICES:

Huibregtse, Louman Associates, Inc. agrees to perform the following services:

Phase 1 - Right-Of-Way Acquisition Services

- A. Identify properties where additional right-of-way is required.
- B. Prepare right-of-way plans in accordance with WSDOT requirements.
- C. Prepare legal descriptions and exhibits for property acquisitions.
- D. Stake proposed right-of-way acquisition boundaries for review by property owners.
- E. Assist CITY with property owner contacts.

Phase 2 - Environmental and Design Engineering Services

Phase 2A - Preliminary Engineering Design

- A. Perform the field investigations necessary to design the identified improvements.
- B. Conduct a topographic survey of project area as required to complete design, plans, and specifications.
- C. Prepare preliminary design plans for review and discussion with CITY staff.

Phase 2B - Environmental Compliance

- A. Assist CITY with State Environmental Review Process (SERP) requirements, including preparation of a SEPA checklist. An Environmental Impact Statement (EIS) is not anticipated to be required for this PROJECT. Should it be determined that an EIS must be prepared, it will be added as a separate and additional phase of work.
- B. Assist the CITY in obtaining approval of all governmental of other authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.

Phase 2C - Final Engineering Design, Plans, and Specifications

- A. On the basis of approved preliminary plans, perform the final design, and prepare complete Plans and Specifications for bid call on the proposed work, as authorized by the CITY.
- B. Assist the CITY with securing approval of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT.

Phase 2D - Construction Contract Bidding Process

- A. Furnish forty (40) copies of the final Plans and Specifications for bidding.
- B. Answer and supply such information as is requested by prospective bidders.
- C. Prepare and issue addenda, if necessary.

- D. Prepare the Engineer's Estimate of construction cost.
- E. Attend bid opening and participate in the bid opening and evaluation process.
- F. Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- G. Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

Phase 3 - Services During Construction

- A. Furnish a qualified resident engineer who shall make construction observations and be on the job site at all times that significant work is in progress, whose duty shall be to provide surveillance of project construction for substantial compliance with Plans and Specifications.
- B. Prepare and file progress reports on the PROJECT with the CITY and provide monthly progress estimates to the CITY.
- C. Consult and advise the CITY during construction and make a final report of the completed work.
- D. Monitor the Contractor's compliance with State labor standards.
- E. Review Contractor's submission of samples and shop drawings, where applicable.
- F. Recommend progress payments for the Contractor to the CITY.
- G. Prepare and submit proposed contract change orders when applicable.
- H. Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the CITY's Contractor.
- I. Participate in the 11th month warranty inspection and make recommendations to the Contractor for warranty work that needs to be addressed.

Items To Be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 1. Provide full information as to the CITY's requirements of the PROJECT.
- 2. The CITY shall assist the Engineer by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- 3. The CITY will examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.
- 4. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- 5. Provide backhoe and operator for potholing of existing utilities to identify potential conflicts during the design phase.

TIME OF PERFORMANCE:

Phase 1 - Right-Of-Way Acquisition Services

Right-of-way plans, legal descriptions, and exhibits shall be provided within 60 calendar days after the date of authorization to proceed.

Phase 2 - Environmental and Design Engineering Services

Environmental, permitting information, and preliminary engineering design shall be prepared and submitted to the controlling authority/authorities within 60 calendar days after the date of authorization to proceed. Plans, specifications, and estimates for all project elements shall be provided within 180 calendar days after the date of preliminary plan approval by the CITY.

Phase 3 - Services During Construction

Engineering Services During Construction shall begin upon construction contract award by the CITY and shall extend through construction contract completion.

FEE FOR SERVICES:

For the services furnished by the Engineer as described in this Task Order, the CITY agrees to pay the Engineer the fees as set forth herein. The maximum amounts listed below may be revised only by written agreement of both parties.

Phase 1 – Right-Of-Way Acquisition Services

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement plus reimbursement for non-salary expenses with an estimated maximum amount of \$10,000.00.

Phase 2 - Environmental and Design Engineering Services

The lump sum fee of \$174,700.00.

Phase 3 - Services During Construction

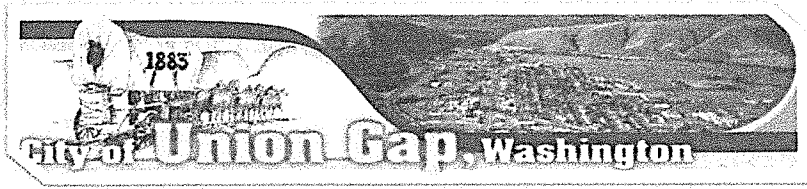
All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement plus reimbursement for non-salary expenses with an estimated maximum amount of \$189,300.00, based on a contract-specified time of completion of 120 working days.

Additional Services

Any additional work requested by the CITY shall be performed on a time spent basis in accordance with Exhibit A - Schedule of Hourly Rates attached to the General Services Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out of town travel costs, and outside Engineers.

Proposed: Jeffrey T. Louman 4/22/14
Hubregtse, Louman Associates, Inc. Date
Jeffrey T. Louman, President

Approved: _____ Date _____
City of Union Gap
Rodney Otterness, City Manager



City Council Communication

Meeting Date: April 28, 2014
From: Gregory Cobb, Acting Public Safety Director
Topic/Issue: Cost Effective Fire Protection Services

SYNOPSIS: At the April 22nd, 2014 Public Safety Committee Meeting Council had the opportunity to meet and question Yakima FD Chief Bob Stewart. This was in reference to preliminary discussions of the potential of contracting for fire protection services with the City of Yakima.

RECOMMENDATION: Authorize Staff to enter into substantive discussions with the City of Yakima for cost effective fire prevention services.

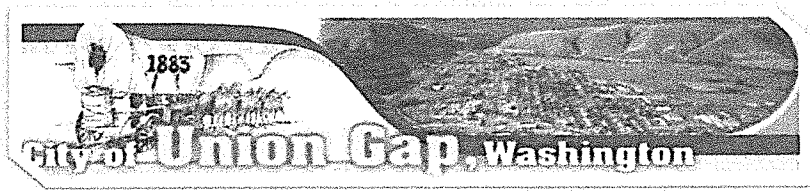
LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: The Public Safety Committee had previously directed staff to explore the possibilities of contracting for fire protections services. This was due to budget restrictions on being able to provide effective fire protection internally. Staff initially spoke with three entities about this. A private provider was ruled out due to debt and labor issues. West Valley FD withdrew from consideration on March 31st, 2014. Through initial discussions with the Yakima FD it was determined that a combined UGFD and YFD could provide a minimum of a five engine response to all structure fires immediately, which is more than UGFD could provide internally even with a doubling of the budget. Contracting with the City of Yakima for fire protection services also addresses several shortcomings for our upcoming Washington Survey and Rating Bureau inspection. A combined UGFD and YFD would raise our rating and provide a cost saving to our property owners through lower insurance costs.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: April 28th, 2014
From: Gregory Cobb, Acting Public Safety Director
Topic/Issue: Multi-Function Printer Contract

SYNOPSIS: The Police Department uses two multifunction printers for printing, coping, scanning and faxing. The current 60 month contract expires June 3, 2014.

RECOMMENDATION: Authorize the City Manager to sign WSCA contract and maintenance agreement with Canon Solutions America, Inc. for two multifunction printers.

LEGAL REVIEW: Reviewed by City Attorney

FINANCIAL REVIEW: This is accounted for in the 2014 budget.

BACKGROUND INFORMATION: Multifunction Printers are critical to processing paperwork at the Police Department. This proposed contract replaces two old units with two new units that are faster and provide additional efficiencies. The costs associated with the new contract were negotiated through the Western States Contracting Alliance (WSCA) and adapted by the Washington State Department of Enterprise Services. The cost of the two new units will be less than we currently pay now.

ADDITIONAL OPTIONS:

ATTACHMENTS: 1. WSCA Contract
2. Cannon Maintenance Agreement



Contract number 07912 – WSCA Copiers (multifunction) & Related Software

Led by Nevada, WSCA Master Agreement #1715

Date Issued: 03/17/14

Effective Date: 03/17/14

Contractors Names: Canon USA, Inc.
KIP America, Inc.
Konica Minolta Business Solutions USA, Inc.
Ricoh USA, Inc.
Sharp Electronics Corporation
Xerox Corporation

Maximum Term Date:	June 30, 2014
Contract Manager:	Wendy Walker
Email:	wendy.walker@des.wa.gov
Phone:	(360) 407-8237
Purpose:	To update payment/ordering information/phone numbers-Canon







The WSCA Multifunction Copiers and Related Software contract was awarded by "Group". Groups are described below:

GROUP	DESCRIPTION
A	Walk Up Black & White
B	Walk Up Black, White & Color
C	Production Black & White
D	Production Black, White & Color
E	Wide Format

All current product and pricing information can be found at the following link:

<http://purchasing.state.nv.us/copiers/wsca.htm>

Washington Contract 07912
 WSCA Copiers (multifunction) and Related Software

Awarded Vendor	Group	Vendor Website (Link)	Contracts & Attachments
Canon USA, Inc. Kimberly Dantone (516) 328-5868 isgbidadmin@cusa.canon.com	A, B, C	www.usa.canon.com/main/wsca	WSCA Master Agreement with Nevada http://purchasing.state.nv.us/copiers/wsca.htm WA Participating Addendum  WA. Canon Executed PA
KIP America Inc. Amber Ross (800) 252-6793 aross@kipamerica.com	E	http://wsca.kipamerica.com/	WSCA Master Agreement with Nevada http://purchasing.state.nv.us/copiers/wsca.htm WA Participating Addendum  WA. KIP Executed PA
Konica Minolta Business Solutions USA, Inc. Kristen McKenna (813) 207-8276 kmckenna@kmbs.konicaminolta.us	A, B	http://kmbs.konicaminolta.us/wsca	WSCA Master Agreement with Nevada http://purchasing.state.nv.us/copiers/wsca.htm WA Participating Addendum  WA. Konica Executed PA
Ricoh USA, Inc. Todd Marron (503) 747-6653 todd.marron@ricoh-usa.com	A, B, C, D, E	http://www.ricoh-usa.com/rmap/wsca/	WSCA Master Agreement with Nevada http://purchasing.state.nv.us/copiers/wsca.htm WA Participating Addendum  WA. Ricoh Executed PA
Sharp Electronics Corporation Craig Pulver (480) 890-8163 pulverc@sharpsec.com	A, B	http://wsca.sharpgov.com/	WSCA Master Agreement with Nevada http://purchasing.state.nv.us/copiers/wsca.htm WA Participating Addendum  WA. Sharp Executed PA
Xerox Corporation Annie Van Gilder (480) 588-8313 annie.vangilder@xerox.com	A, B, C, D	www.portal.xerox.com/WSCA	WSCA Master Agreement with Nevada http://purchasing.state.nv.us/copiers/wsca.htm WA Participating Addendum  WA. Xerox Executed PA

Contents

1	DEALERS/DISTRIBUTORS.....	4
2	PURCHASING OPTIONS	4
2.1	SHORT TERM RENTALS.....	4
2.2	OPERATING LEASES.....	4
2.3	FAIR MARKET VALUE LEASES/CAPITAL LEASES (NON-STATE AGENCIES ONLY)	5
3	EXPIRATION/RENEWAL OF RENTAL OR LEASE AGREEMENT	5
4	ASSIGNMENT OF LEASES.....	5
5	INCONSISTENT TERMS	5
6	BULK PLACEMENTS	5
7	UPGRADES/DOWNGRADES.....	6
8	EARLY LEASE TERMINATION/CANCELATION (Buy-Outs)	6
9	SERVICE	7
9.1	PREVENTATIVE MAINTENANCE	7
10	MANDATORY MINIMUM IMPRESSIONS	7
11	PRICE INCLUSIONS	7
12	INCONSISTENT TERMS	7
13	PERFORMANCE	7
13.1	EQUIPMENT LATE DELIVERY	7
13.2	LOANERS/BACKUP DEVICES.....	7
14	PAYMENT TO THE CONTRACTOR.....	8
15	OVERPAYMENT TO THE CONTRACTOR.....	8
15.1	ADVANCED PAYMENT PROHIBITED	8
16	DEDICATED CONTRACT WEBSITE.....	8
17	ENVIRONMENTAL REQUIREMENTS	9
18	TAXES, LICENSES, AND FEES.....	9
18.1	TAXES	9
18.2	COLLECTION of RETAIL SALES and USE TAX.....	9
18.3	Fees/Licenses:.....	10
18.4	Taxes on Invoice:.....	10
19	ADVERTISING	10
20	PROTECTION of PURCHASER's CCONFIDENTIAL INFORMATION.....	10
21	AUDIT	11
22	NON-ENDORSEMENT and PUBLICITY	11
23	GOVERNING LAW/VENUE.....	11
24	INDEPENDENT STATUS of CONTRACTOR.....	12
	APPENDIX A – PAYMENT/ORDERING INFORMATION.....	13
	APPENDIX B – AUTHORIZED DEALERS	15
	CANON AUTHORIZED DEALER NETWORK.....	15
	KONICA MINOLTA AUTHORIZED DEALER NETWORK.....	23
	KIP AMERICA AUTHORIZED DEALERS.....	22
	RICOH AMERICAS CORPORATION SUTHORIZED DEALERS.....	26

SHARP ELECTRONICS AUTHORIZED DEALERS 32
XEROX AUTHORIZED DEALERS 37

Basic Contract information is below. Each Vendor may have specific requirements that are different based on their Agreement with WSCA and Washington’s Participating Addendum. For Vendor specific information please see the documents on page 2 of this Current Contract Information (CCI).

1 DEALERS/DISTRIBUTORS

All equipment, accessories and software provided under this Contract may be installed, serviced and billed through each Manufacturer’s local dealers or directly from the Manufacturer. A complete list of Authorized Dealers by Manufacturer is listed in Appendix A. Contractor shall provide the Contract Administrator for the Participating State a list of all such local dealers, including the following dealer information:

- Company Name
- Company Address
- Company Phone Number
- Primary Contact Name, email address, phone number
- Alternate Contact Name, email address, phone number
- Number of Service Technicians
- Service Response Time

2 PURCHASING OPTIONS

Contractor shall offer only the following financial vehicles, as defined in the WSCA RFP 1715 and modified immediately below:

2.1 SHORT TERM RENTALS

Vendors may offer Short Term Rentals. Short Term rentals will not exceed twelve (12) months in length. Short Term rentals will be subject to a four (4) month penalty if terminated prior to the completion of the twelve (12) month term.

2.2 OPERATING LEASES

Operating Leases may have a 24, 36, or 60 month term. Customer will not own the machine at the end of an Operating Lease. Operating Leases meet the requirements of an Operating Lease as set out in Sections 3.8.1 through 3.8.4, inclusive, of the WSCA RFP 1715, but not be cancelable except for the following reasons;

- 1) Agency non-appropriation of funds. Non-appropriation of funds shall mean that the Customer office or building is closed, not staffed due to funds not appropriated to the Customer. It does not mean a reduction in budget.
- 2) Equipment non-performance. Minimum equipment uptime is 95%

2.3 FAIR MARKET VALUE LEASES/CAPITAL LEASES (NON-STATE AGENCIES ONLY)

All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the Successful Vendor upon renewal, based upon depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Successful Vendor.

3 EXPIRATION/RENEWAL OF RENTAL OR LEASE AGREEMENT

Upon the expiration of a rental or lease agreement Purchaser shall have the option to either a) conclude the rental or lease and return the equipment back to Contractor, or b) continue the placement on a month-to-month basis with the same terms and conditions as those of the expiring rental or lease agreement. Month-to-month agreements shall not exceed nine (9) months. If Purchaser chooses to conclude the rental or lease, Contractor shall be responsible to perform and pay for all costs of removal and transportation of the equipment, at no cost to the Purchaser.

4 ASSIGNMENT OF LEASES

Contractor shall not assign a rental or lease agreement without the prior written approval of the Participating State's Contract Administrator, and the terms and conditions of any rental or lease agreement, upon assignment, shall not be altered or changed.

5 INCONSISTENT TERMS

The terms of any rental or lease agreement entered into in connection with equipment covered under this Contract which are not consistent with the terms and conditions of this Contract or the WSCA Master Service Agreement shall be null and void, severable, and resolved in favor of what is most beneficial to a Purchaser.

6 BULK PLACEMENTS

Contractor may offer additional discounts or price breaks on services, purchase prices, leases and rental plans for volume placements. A volume placement must consist of **five or more devices**. Such discounts and price breaks must offer Purchaser equipment, accessories and/or software at prices and terms better than those established in this Contract and the WSCA Master Service Agreement.

Bulk placements shall be subject to prior review and approval by the Contract Administrator or subject to void and equipment removal will be required at no cost to the Customer, as follows:

At least thirty (30) calendar days before any bulk placement is ordered by or delivered to a Purchaser, Contractor must submit in writing a Proposal of Bulk Placement to the Contract Administrator. The bulk placement proposal will include the following information:

- Name of Agency
- Name of Agency Contact Person

Washington Contract 07912
WSCA Copiers (multifunction) and Related Software

- Contact information for Agency Contact Person
- Contract number
- Lease/Rental Term
- Itemized list of machine(s), accessories, and software proposed
- MSRP for all items proposed
- Proposal price with discount for all items proposed
- BLI Specifications for machine(s) and accessories

The Contractor Administrator shall review and, in its sole discretion, approve or disapprove the volume placement. Contract Administrator will notify Contractor in writing of the decision.

Note: Any bulk placement made or delivered without prior written approval from the Contract Administrator is not authorized and subject to equipment removal at no cost to the customer.

7 UPGRADES/DOWNGRADES

Contractor may offer upgrades/downgrades in the form of additional equipment, accessories and software under the following circumstances:

- Items shall meet or exceed the performance requirements of the WSCA RFP, and
- Contract for equipment, accessories and software within the same grouping, and
- Upgrade/Downgrade will not cause the Purchaser to suffer any penalty for early, and termination of an existing lease or rental agreement, and
- Upgrade/Downgrade will not change original term.

NOTE: Any existing stream of payments of a current lease agreement will not be rolled into the Upgrade/Downgrade.

8 EARLY LEASE TERMINATION/CANCELATION (Buy-Outs)

All early Lease Termination/ Cancellation (Buy Outs) are subject to review and approval by the Contract Administrator. At least ninety (90) calendar days before any such proposed buy-out, Contractor must submit in writing a Proposal of Buy-out to the Contract Administrator. The Contractor Administrator shall review and, in its sole discretion, approve or disapprove the Buy-out.

Note: Any buyout proposal without prior written approval from the Contract Administrator is not authorized and subject to equipment removal at no cost to the customer.

ANY CONTRACTOR ACTIVITY NOT AUTHORIZED UNDER THIS CONTRACT MAY BE CONSIDERED A MATERIAL BREACH AND GROUNDS FOR IMMEDIATE INVESTIGATION BY THE CONTRACT ADMINISTRATOR, SUSPENSION, DEBARMENT OF THE CONTRACTOR, TERMINATION OF THIS CONTRACT AND ANY RELATED CONTRACTS OR PORTIONS THEREOF, IMPOSITION OF DAMAGES

AND COSTS, AND THE PURSUIT OF ANY OTHER REMEDIES AVAILABLE TO THE PARTICIPATING STATE OR PURCHASER UNDER THIS CONTRACT OR BY LAW.

9 SERVICE

Contractors must offer service and supply contracts for all equipment placed under this Contract.

9.1 PREVENTATIVE MAINTENANCE

Contractors must perform all preventive maintenance services at the manufacturer's suggested intervals, at no cost to the Purchaser. Preventive maintenance shall include, but is not limited to, routine cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts.

10 MANDATORY MINIMUM IMPRESSIONS

A mandatory minimum or base number of impressions for service and supply pricing is not authorized. At Customer request, Contract may offer an all inclusive monthly estimated charge for budget purposes only that includes equipment and service, but shall not charge the Customer until verification of actual copies/impressions made.

11 PRICE INCLUSIONS

Service and supply pricing includes all technician installed parts and components, and all consumable supplies (excluding paper), including, but not limited to, drums, developer, and toner.

12 INCONSISTENT TERMS

The terms of any service and supply contract entered into in connection with equipment covered under this Contract which are inconsistent with the terms and conditions of this Contract or the WSCA Master Service Agreement shall be void, severable and resolved in favor of what is most beneficial to Purchaser.

13 PERFORMANCE

13.1 EQUIPMENT LATE DELIVERY

If equipment (purchased, rented or leased) is not installed and fully operational on or before the delivery date specified in the purchase order, Contractor shall temporarily provide substitute equipment, of equal or greater performance capabilities, pending the installation of the ordered equipment.

13.2 LOANERS/BACKUP DEVICES

Section 1.6.2 of the Service Level Agreement (Attachment BB to the WSCA Master Service Agreement) is modified:

If any unit is inoperable for a period of 24 hours, Contractor shall immediately upon Purchaser's request and at Purchaser's option, either: a) provide Purchaser with a loaner

Washington Contract 07912
WSCA Copiers (multifunction) and Related Software

unit of similar speed and capabilities, at no cost to the Purchaser, until such time as the unit(s) covered by this Contract are fully operable, or b) provide the Purchaser with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Contractor.

In the case of a machine needing repair, but which is still partially operable, the Contractor shall provide Purchaser with a loaner unit of similar speed and capabilities, at no cost to the Purchaser, until such time as the unit(s) covered by this Contract are fully operable, if the Participating State's Contract Administrator determines, in its sole discretion, that the Purchaser's ability to conduct normal business activities are being impaired as a result of the partially inoperable unit not fully functioning.

All other provisions of Section 1 the Service Level Agreement (Attachment BB to the WSCA Master Service Agreement 1715) not herein modified are ratified and confirmed.

14 PAYMENT TO THE CONTRACTOR

Contractors are required to be registered in the Washington Statewide Vendor Payee system, prior to submitting a request for payment under this Contract. Purchasers who are Washington state agencies require registration to be completed prior to payment.

The Washington State Department of Enterprise Services (DES) maintains a central contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/statewideVendors.aspx> and submit your form as instructed.

15 OVERPAYMENT TO THE CONTRACTOR

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within 30 days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

15.1 ADVANCED PAYMENT PROHIBITED

No advance payment shall be made for goods or services furnished by Contractor pursuant to this Contract.

16 DEDICATED CONTRACT WEBSITE

Contractor shall maintain an internet website dedicated to the Participating State. In addition to the items listed in the WSCA Master Service Agreement, the dedicated website shall include:

Identification of the WSCA Master Service Agreement and Participating State's Participatory Addendum by title and number,

Washington Contract 07912
WSCA Copiers (multifunction) and Related Software

Name and contact information for the Participatory State's Contract Administrator, Contractor contact information, Contractor's single point of contact for contract administration, orders for product and service, and problem resolution, and On-line order processing.

17 ENVIRONMENTAL REQUIREMENTS

No equipment shall contain polybrominated biphenyls (PBB) or diphenyl ethers (PBDE) fire retardants or other identified persistent bioaccumulative toxic substances (PBT's), or rely on PBT's in their operation or maintenance. All equipment shall must meet US EPA Energy Star Program (Tier II for standard size and Tier III for large format compliant) requirements or otherwise be compliant with program requirements

18 TAXES, LICENSES, AND FEES

18.1 TAXES

Where required by statute or regulation, the Contractor shall pay for and maintain in current status, all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for Federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

18.2 COLLECTION of RETAIL SALES and USE TAX

In general, Contractors engaged in retail sales activities within the Participating State are required to collect and remit sales tax to the Washington State Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to the DOR if the activity carried on by the seller in the Participating State is significantly associated with Contractor's ability to establish or maintain a market for its products in the Participating State. Examples of such activity include where the Contractor either directly, or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business; or
- Maintains an in-state inventory or stock of goods for sale; or
- Regularly solicits orders from Purchasers located within the Participating State via sales representatives entering the Participating State; or
- Sends other staff into the Participating State (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
- Other factors identified in WAC 458-20

Department of Revenue (DOR) Registration for Out-of-State Contractors

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the DOR. Refer to WAC 458-20-193 and call the DOR at (800) 647-7706 for additional information. When out-of-state Contractors are not required to collect and remit

Washington Contract 07912
WSCA Copiers (multifunction) and Related Software

“use tax,” Purchasers located in the Participating State are responsible for paying this tax, if applicable, directly to the DOR.

18.3 Fees/Licenses:

After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of the resulting Contract.

18.4 Taxes on Invoice:

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

19 ADVERTISING

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the Contract Administrator of the Participating State.

20 PROTECTION of PURCHASER'S CONFIDENTIAL INFORMATION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes (“Confidential Information”). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

Washington Contract 07912
WSCA Copiers (multifunction) and Related Software

Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Review of Contractor's Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

21 AUDIT

The State reserves the right to audit, or have a designate third party audit, all records of Contractor or its Subcontractors relating to Contractor's or Subcontractor's performance under this Contract, to ensure appropriate contract activity, to verify that the State has been properly invoices, or to comply with any other contract requirements.

Any remedies available under this Contract or allowed by law to recover monies determined owed will be enforced, including the full cost of any third-party audits, should any breach occur. Repetitive instances of incorrect invoicing or any instance of any non-authorized contract activity may be considered material breach and cause for contract suspension and/or termination.

22 NON-ENDORSEMENT and PUBLICITY

Neither the Participating State nor the Purchasers are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the Participating State or any of its Purchasers in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent from the Contract Administrator of the Participating State.

23 GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the Participating State, and the venue of any action brought hereunder shall be in the County of Thurston, State of Washington.

24 INDEPENDENT STATUS of CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

APPENDIX A – PAYMENT/ORDERING INFORMATION

CANON USA, INC	
CANON SOLUTIONS AMERICA For Customers NOT located in Alaska, Arizona, California & Nevada:	Remit Payment To Address: Canon Solutions America, Inc. 15004 Collections Center Drive Chicago, IL 60693 Remit Payment To Address OVERNIGHT MAIL ONLY: Bank of America Lockbox Services Canon Solutions America, Inc. Lockbox 15004 15004 Collections Center Drive Chicago, IL 60693
Pacific Office Automation	Remit Payment To Address: Pacific Office Equipment 314 East 8 th Street Port Angeles, WA 98362
United Business Machines	Remit Payment To Address: United Business Machines 11050 118th Place NE Kirkland, WA. 98033
Copiers Northwest	Remit Payment To Address: Copiers Northwest, Inc. 601 Dexter Ave N Seattle, WA 98109
Preferred Copier Systems	Remit Payment To Address: Preferred Copier Systems, Inc. 7691 South 180th Kent, WA 98032
Electronic Business Machines	Remit Payment To Address: Electronic Business Machines 802 134th St. SW #170 Everett, WA 98204
H&H Business Systems Inc.	Remit Payment To Address: H&H Business Systems Inc. PO BOX 1150 Post Falls, ID 83877
Excel Business Systems	Remit Payment To Address: 1340 Lumsden Rd, Suite Rd Port Orchard, WA 98367
Lathem Enterprises	Remit Payment To Address: 251 SW 3rd, Suite A, Pendleton, OR 97801



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.
Formally Cascade Copiers
801 West Yakima Ave
Yakima, WA 98902
Phone: 509-575-0734
Fax: 509-575-3080
www.csa.canon.com

April 9, 2014

Union Gap Police Dept
1800 Rainier Place
Union Gap , WA 98903

Attn: Vicky

W.S.C.A #07912

New Canon IR5240 digital copier
40 a minute speed in black and 35 color

60-Month
Lease Price:

\$145.08 plus tax

Accessories Included:

- Dual scan document feeder
- (4) 550 sheet universal size paper drawers
- bypass tray
- stackless duplexing
- network printing / network scanning/
- Fax

Maintenance Agreement:

black @ .0074 / color @ .063
Includes parts, labor and maintenance excludes paper and staples.

If you should have any questions, please do not hesitate to call me.

Sincerely,

Nigel Carter
Sales Associate



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
 4 Ohio Drive, Lake Success, NY 11042
 (800) 613-2228

**MAINTENANCE AGREEMENT
 CORPORATE ADVANTAGE PROGRAM**

Salesperson Nigel Carter

Order Date: 04 / 30 / 2014

Customer ("You"):		Customer Account:		Equipment Location:		Customer Account:	
Company: Union Gap Police Department				Company: Union Gap Police Department			
Address: 1800 Rainier Place				Address: 1800 Rainier Place			
City: Union Gap		County: Yakima		City: Union Gap		County: Yakima	
State: WA	Zip: 98903	Phone #: 509/248-0430		State: WA	Zip: 98903	Phone #: 509/248-0430	
Contact: Vicky		Fax #:		Contact: Vicky		Fax #:	
Email: Vicky.Gutierrez@YAKIMAWA.GOV				For each unit of Equipment listed, you shall indicate specific contact and location (if different than above) in the table below or in any Addendum to this Agreement.			
Maintenance Billing Entity				PO Required		Meter Read Collection Options	
Base Charge: <input type="checkbox"/> CSA <input checked="" type="checkbox"/> Canon Financial Services, Inc. ("CFS")				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		imageWARE Remote unless noted in table below*	
Per Image Charge: <input type="checkbox"/> CSA <input checked="" type="checkbox"/> Canon Financial Services, Inc. ("CFS")				PO # _____		W = eManage website	
Base Charge Billing Cycle			Initial Term		Coverage Plan		
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____			60 Months (min. 12)		If adding Equipment below to an existing Aggregate, provide either a contract # or serial # under Aggregate.		
<input checked="" type="checkbox"/> Par Unit <input type="checkbox"/> Fleet <input type="checkbox"/> Aggregate							
Excess Per Image Charge Billing Cycle			Price Plan		Consumables Inclusive		
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____			<input type="checkbox"/> Standard <input checked="" type="checkbox"/> Fixed		<input checked="" type="checkbox"/> Toner (excludes clear) <input type="checkbox"/> Other _____		

Subject to the terms and conditions of this Agreement, CSA agrees to service the Equipment listed below or in any Addendum(s) to this Agreement at the charges stated herein or therein. For newly installed Equipment, the Start Date is provided in Paragraph 1 of the Additional Terms and Conditions. The Start Date for previously in place Equipment is ____/____/____.

Model	Serial #	Start Meter		Covered Images per unit or Fleet Included in Base Charge		Per Image Charge in excess of Covered Images		Base Charge per unit or Fleet	Alternate Meter Method*
		B & W	Color	All aggregate images should be listed per unit. B & W	Color	B & W	Color		
Canon IR C5240		0	0	0	0	0.074	0.07		
Contact: Vicky		Phone #: 509-248-0430				Fax #:			
Equipment Location:						Email Address: Vicky.Gutierrez@YAKIMAWA.GOV			
Canon IR C5240		0	0	0	0	.074	.07		
Contact: Vicky		Phone #: 509-248-0430				Fax #:			
Equipment Location:						Email Address: Vicky.Gutierrez@YAKIMAWA.GOV			
Contact:		Phone #:				Fax #:			
Equipment Location:						Email Address:			
Contact:		Phone #:				Fax #:			
Equipment Location:						Email Address:			

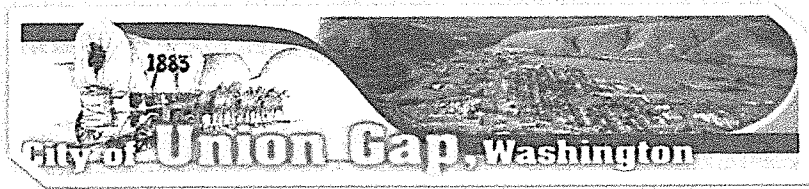
Subtotal from Supplemental Addendum

CUSTOMER SATISFACTION POLICY If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.	Subtotal	
	Tax	
	Total	

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE MAINTENANCE SERVICES SPECIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____



City Council Communication

Meeting Date: April 28, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: 2014 1st Quarter Financial Update

SYNOPSIS: To provide the Council with the 2014 1st Quarter Financial Update.

RECOMMENDATION: Information only.

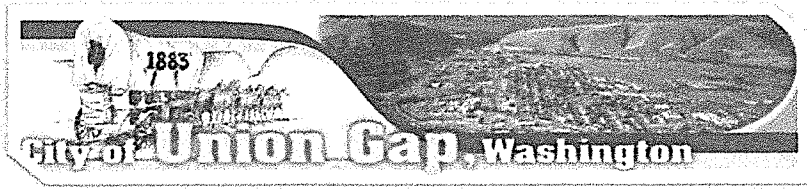
LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: April 28, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: IT Services RFP Update

SYNOPSIS: On Tuesday, April 15th representatives from Yakima City IT Services met with the Department Directors, City Attorney, City Manager, and Council Member Mark Carney to begin their assessment of our IT needs. They spent several hours discussing their services and visiting our departments to determine our current IT status. They will need to return to complete their assessment; I will provide the Council the final assessment information when this has been completed.

RECOMMENDATION: Information only.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

- January 24, 2014 RFP for IT Services was issued
- February 27, 2014 RFP for IT Services closed
- April 2, 2014 City Manager, Directors, and Deputy Director met to review RFPs

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: April 28, 2014
From: Rod Otterness, City Manager
Topic / Issue: Resolution - Lodging Tax Advisory Committee Appointment

SYNOPSIS: There is a vacancy on the Lodging Tax Advisory Board due to the departure of David Robbins, member of a representative business (Super 8 Motel) and the Council needs to appoint a new representative.

RECOMMENDATION: Authorize a resolution appointing Laurie Gilbert, Manager of the Super 8 Motel to the vacant spot on the Lodging Tax Advisory Board and Committee.

LEGAL REVIEW: The City Attorney reviewed the resolution

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A

**CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____**

A RESOLUTION APPOINTING LAURIE GILBERT, MANAGER OF THE SUPER 8 MOTEL, TO THE LODGING TAX ADVISORY BOARD AND TOURISM PROMOTION AREA COMMITTEE.

WHEREAS, the City of Union Gap requires the collection of lodging tax pursuant to RCW 67.28;

WHEREAS, the City of Union Gap City Council is required to appoint a lodging tax advisory committee comprised of at least two members of representative businesses required to collect the tax, two members who are involved in activities authorized to be funded by the tax, and one City elected official, RCW 67.28.1817;

WHEREAS, the City of Union Gap has also formed its own Tourism Promotion Area and the members of the Lodging Tax Advisory Board also serve as member to the Tourism Promotion Area Committee;

WHEREAS, there is a vacancy in the Lodging Tax Advisory Board due to the departure of David Robbins, member of a representative business (Super 8 Motel), and the City Council wishes to fill that vacancy;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Laurie Gilbert, Manager of the Super 8 Motel is hereby appointed to the Lodging Tax Advisory Board and Tourism Promotion Area Committee to fill one of the business representative spots on the Board and Committee.

PASSED this 28th day of April, 2014.

Roger Wentz,

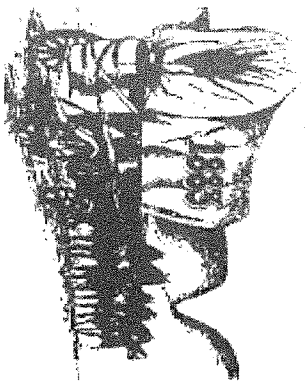
ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

COMMUNICATIONS



City of Union Gap

"The Old Town with New Ideas"

You Are Invited
to the

Main Street TASKFORCE Meeting

APRIL 30th, 2014
@ 2:00 pm

Meet at the council chambers at 2:00 pm to review and discuss preliminary design concepts based on prior meeting.





City Council Communication

Meeting Date: April 28, 2014
From: Karen Clifton, Director of Finance and Administration
Topic / Issue: Approval of Minutes – April 14, 2014

SYNOPSIS: Council Minutes dated April 14, 2014.

RECOMMENDATION: Request Council approve the April 14, 2014 City Council Minutes.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
April 14, 2014
MINUTES

Call to Order

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

Council Members Present

Mayor Wentz, Council Members Carney, Matson, Murr, Olson and Lenz were present. Council Member Butler was absent.

Excuse Council Member

Motion by Council Member Lenz second by Council Member Olson to excuse Council Member Butler. Motion carried unanimously.

Staff Present

City Manager Otterness, Acting Public Safety Director Cobb, Finance and Administration Director Clifton, AP/PR Technician Bisconer, and City Attorney Noe were present.

Audience Present

See list.

Pledge of Allegiance

Council Member Matson led the Pledge of Allegiance.

Consent Agenda

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

Approve Regular Council Meeting Minutes dated March 24th, 2014 as attached to the Agenda and maintained in electronic format.

Approve EFT's and Payroll Voucher Nos. 41153 through 41171, 87420 and 87504 through 87518 in the amount of \$447,377.47 dated March 31, 2014.

Approve EFT's and Claim Voucher Nos. 87519 through 87648 in the amount of \$416,997.51 dated April 14, 2014.

Items from the Audience

A letter from Fred Thomson was presented to the council regarding the Union Gap Fire Department. Jim Lemon addressed the council on the need to proceed cautiously with respect to the issue of marijuana. John Hodgkinson addressed the council on the use of consultants to improve operations. Don Mittlieder addressed the council and recommended the city not contract with the City of Yakima for fire protection services.

General Items

City Manager

Presentation – John Cooper, President & CEO of Yakima

John Cooper presented the 2013 Annual Report for Yakima Valley Tourism and the Yakima Valley Official Visitors Guide. He also provided

Valley Visitors & Convention Bureau

information regarding the joint Yakima/Selah/Union Gap Public Facilities District.

Request – Pioneer Graveyard Headstone Restoration

City Manager Otterness presented the council with a request received from the John William and Harriet Parker family in regards to the Pioneer Graveyard. The family asked permission to replace at the family's expense the defaced headstones of Effa and Aaron Parker and include a memorial to their father J.W. Parker as his burial site is unknown. Motion by Council Member Olson second by Council Member Murr to approve the Parker family request. Motion carried unanimously.

Presentation – Drug Free Community Mentoring Grant Application

Anna Marie Dufault, Community Mobilization and Prevention Coordinator for ESD 105, addressed the council. She provided the council with a summary of the goals of the Drug Free Community Mentoring Grant. Motion by Council Member Olson second by Council Member Murr to approve submission of application for a Drug Free Community Mentoring Grant after staff confirms that the city would remain eligible for such a grant were marijuana operations legally permitted within the city. Motion carried unanimously.

Finance & Administration

Presentation - IT Services Update

Finance and Administration Director Clifton reported on the RFP process for IT Services. She stated that the City of Yakima's proposal was recommended by staff. Council Member Olson asked that copies of the proposals be provided to council. Council Member Matson requested more detail regarding costs. Clifton stated that detailed cost estimates would be available after an assessment has been completed by Yakima.

Public Works/Community Development

Public Transit Service Contract

Finance and Administration Director Clifton submitted a cost comparison of TC Transportation and MedStar Transportation's proposals. Motion by Council Member Olson second by Council Member Murr to approve entering into a contract with MedStar Transportation. Voting on the motion – Ayes: Carney, Lenz, Murr, Olson, Wentz – Nays: Matson. Motion carried.

Discussion – Draft Marijuana Ordinance and Planning Commission Recommendation

Deputy Director of Public Works and Community Development Spurlock described the process the Planning Commission followed to develop its recommended zoning map for permitted marijuana businesses. Mike Moore, Chair of the Planning Commission described the reasons the commission added a residential buffer zone of 1000' to the buffer zones included in I-502. Acting Public Safety Director Cobb stated that law enforcement concerns could be better addressed if businesses were

concentrated rather than dispersed throughout the city. David Hanson, Teresa Sharbay, John Hodkinson, Dan Sharbay, Dave Hana, and Julie Schilling spoke against allowing marijuana businesses in the city. Paul Weaver and Adam Markus spoke in favor of allowing marijuana businesses in the city. Council Member Olson expressed his opposition to allowing marijuana businesses. Council Member Lenz asked that at the next meeting the council first address the issue of allowing or disallowing marijuana businesses and then only if a majority favored allowing would they need to address the Planning Commission’s recommended zoning map.

SIED Grant/Longfibre Road Extension Application

City Manager Otterness reported that the city’s SEID grant application for the Longfibre Road Extension had been submitted and the application would be considered by the SEID board during the board’s April 17, 2014 meeting.

Public Safety

Fire Protection Services

Acting Public Safety Director Cobb gave an update on staff’s review of fire protection services. He stated that Yakima Fire Chief Bob Stewart would be present at the April 28, 2014 Public Safety Committee meeting to address concerns regarding the possibility of contracting fire protection services with Yakima.

Police Department Roof

Council Member Mattson asked that the city explore the possible use of the ICE building as a combined City Hall and Police Department. Motion by Council Member Mattson second by Council Member Lenz to explore possible use of that building. Voting on the motion – Ayes: Lenz, Mattson, Murr, Wentz – Nays: Carney, Olson. Motion carried. Motion by Council Member Olson second by Council Member Carney to issue a request for proposals to repair the Police Department roof. Motion carried unanimously.

Items from the Audience

There were no items from the audience.

City Manager Report

City Manager thanked the City Council for its favourable performance evaluation and increase in salary.

Communications

None.

Development of the Next Agenda

There was none.

Recess to Executive Session Contract and Labor Negotiations Pursuant to

At 8:41 Mayor Roger Wentz recessed to an Executive Session for 15 minutes to discuss Contract and Labour Negotiations pursuant to RCW 42.30.110(g).

RCW 42.30.110(g)

Mayor Wentz, Council Members, City Manager Otterness, Acting Public Safety Director Cobb and City Attorney Noe attended.

Re-convened at 8:56 p.m.

Motion by Council Member Lenz second by Council Member Olson to approve a Memorandum of Understanding with the International Association of Fire Fighters. Voting on the motion – Ayes: Carney, Lenz, Mattson, Murr, Olson – Nays: Wentz. Motion carried.

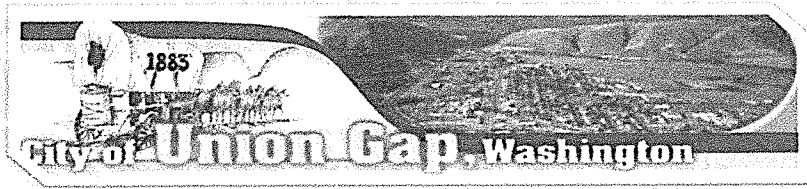
Adjournment of Meeting

At 8:57 p.m. Mayor Wentz adjourned the April 14, 2014 regular Council Meeting.

Rodney Otterness, City Manager

ATTEST

Karen Clifton, City Clerk



City Council Communication

Meeting Date: April 28, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers, April 28, 2014

SYNOPSIS: Claim Vouchers Dated April 28, 2014

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 87649 through 87737 are approved in the amount of \$544,299.43.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Claim Voucher Roster

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 04/30/2014

Time: 11:35:54 Date: 04/23/2014

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2494	04/28/2014	Claims	2	EFT	WA STATE DEPT OF REVENUE	8,370.81	EXCISE TAX - 03/2014
2575	04/28/2014	Claims	2	87649	ADVANCED TRAVEL EXP. FUND	665.26	REIMBURSE #1086 - SCHELHAMMER
2576	04/28/2014	Claims	2	87650	AM SAN	208.41	CLEANING SUPPLIES, CREDIT MEMO FOR RETURNED ITEM
2577	04/28/2014	Claims	2	87651	BASIN DISPOSAL OF YAKIMA LLC	70,029.49	CA/RCY - 04/2014
2578	04/28/2014	Claims	2	87652	BERGEN SCREEN PRINT	698.97	DEPT TSHIRTS/SWEATSHIRTS
2579	04/28/2014	Claims	2	87653	CAREY MOTORS	429.78	WHEEL ASSEMBLY & SERVICE; VEHICLE SERVICE #9 & #25-LOF
2580	04/28/2014	Claims	2	87654	CASCADE ANALYTICAL INC	1,656.18	WASTEWATER SAMPLING-03/14
2581	04/28/2014	Claims	2	87655	CASCADE FIRE EQUIPMENT	179.80	STINGER SWITCH & 2.5 RECHARGE FOR FIRE EXTINGUISHER; RED PULL TITE (2 PKGS); HIGH PRESSURE HYDRO
2582	04/28/2014	Claims	2	87656	CASCADE NATURAL GAS CORP	1,978.48	107 W AHTANUM RD - FEBRUARY 2014; 3007 2ND ST - MARCH 2014; PD UTILITIES NATURAL GAS 3/5/14-4/3/14; 107 W AHTANUM RD - MARCH 2014; 102 W AHTANUM/3106 1ST ST - 03/2014; 4401 1/2 MAIN ST 03/14; 4401 MAI
2583	04/28/2014	Claims	2	87657	CENTRAL PRE-MIX CONCRETE	4,554.52	CONCRETE AND SEALER AYP; CONCRETE, SEALANT, SOLVENT FOR AYP
2584	04/28/2014	Claims	2	87658	CENTRAL VALLEY GLASS INC.	40.58	TRANSIT BUS STOPS - 3 ROLLS OF GLAZING TAPE
2585	04/28/2014	Claims	2	87659	CENTRAL WA AG MUSEUM	1,610.00	AG MUSEUM COORDINATORS - 03/2014
2586	04/28/2014	Claims	2	87660	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	MARKETING & SALES - 03/14 - 04/14
2587	04/28/2014	Claims	2	87661	CENTURY LINK - LD	9.57	CH LONG DISTANCE - 03/2014
2588	04/28/2014	Claims	2	87662	CENTURY LINK	220.50	PD PHONES MARCH 2014; AG MUSEUM - 03/2014; CH FAX - 03/2014; FIRE DEPT HOTLINE - APRIL 2014
2589	04/28/2014	Claims	2	87663	JANESSA CERVANTEZ	77.64	Refund Utility Deposit
2590	04/28/2014	Claims	2	87664	MARIA CHAVEZ	103.99	Refund Utility Deposit
2591	04/28/2014	Claims	2	87665	CHEVRON & TEXACO UNIVERSAL CARD	24.73	PD FUEL 03/01/14-03/28/14
2592	04/28/2014	Claims	2	87666	CI SHRED	37.80	PD SHREDDING MARCH 2014
2593	04/28/2014	Claims	2	87667	CINTAS CORP #605	541.58	FIRE DEPT UNIFORM CLEANING; FIRE DEPT UNIFORM CLEANING; MOP & MAT RENTAL; FIRE DEPT UNIFORM CLEANING
2594	04/28/2014	Claims	2	87668	TROY CLARK	90.33	Refund Utility Deposit

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 04/30/2014

Time: 11:35:54 Date: 04/23/2014

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2595	04/28/2014	Claims	2	87669	CLASSIC CAR WASH	66.00	PD CAR WASHES MARCH 2014
2596	04/28/2014	Claims	2	87670	CLASSIC PRINTING	2,059.57	BARN, ACTIVITIES, SELF SERVE PARKING PASSES & ENVELOPES
2597	04/28/2014	Claims	2	87671	CLIFF'S SEPTIC SERVICE	37.46	CREDIT FOR OVERPAYMENT ON CHECK #87032 - WAS FOR PORTABLE TOILET RENTALS-YOUTH PARK/FULLBRIGHT-01/14; PORTABLE RENTAL SRVC AHTANUM/ FULLBRIGHT 03/14
2598	04/28/2014	Claims	2	87672	COMPLETE BATTERY SOLUTIONS LLC	0.73	TAX CORRECTION
2599	04/28/2014	Claims	2	87673	CULLIGAN YAKIMA, WA	29.53	WATER SVC 04/14
2600	04/28/2014	Claims	2	87674	CUMMINS NORTHWEST INC	452.19	FULL SERVICE/DOT INSPECT - R85
2601	04/28/2014	Claims	2	87675	DAILY JOURNAL OF COMMERCE	581.40	S 12TH AVE BRIDGEAD FOR BID
2602	04/28/2014	Claims	2	87676	DEWAYNE & APRIL DAVENPORT	86.40	Refund Utility Deposit
2603	04/28/2014	Claims	2	87677	DEX WEST	513.17	PARKS AD- 04/14; PARK LISTING - 02/2014
2604	04/28/2014	Claims	2	87678	DIVCO INC	936.23	REPLACE BLOWER MOTOR - STA 85
2605	04/28/2014	Claims	2	87679	DOOLEY ENTERPRISES INC	2,422.00	PD AMMUNITION 5.56MM 64GR BONDED SOLID BASE
2606	04/28/2014	Claims	2	87680	FIRESTONE TIRE & SERVICE CTRS	584.67	VEHICLE SERVICE #9-WINTER TIRE CHANGE OVER, FLAT TIRE REPAIR; LIC #50021D TIRES & BALANCING
2607	04/28/2014	Claims	2	87681	FOWLER COMPANY HD	1,925.92	WATER/PARTS/STOCK; REVERSE DUPLICATE PAYMENT; METER BOXES/COVER-SHOP; MIDDLE AND END RING, BOLT AND NUT, GASKET FOR ROMAC COUPLING FOR MLK METER; FIRE HYDRANT BASE, PUMPER NOZZLE, PIPE, GASKET, COUPLI
2608	04/28/2014	Claims	2	87682	FRANKS OK TIRE STORE	15.67	SERVICE CHARGE - 02/25/2014
2609	04/28/2014	Claims	2	87683	GAP AUTO PARTS	88.74	CAR WASH POWDER
2610	04/28/2014	Claims	2	87684	GEARJAMMER	4,160.12	PD FUEL MARCH 16-31, 2014; PD FUEL APRIL 1-15, 2014
2611	04/28/2014	Claims	2	87685	GILLILAND LAW FIRM PLLC	140.00	CONFLICT ATTORNEY
2612	04/28/2014	Claims	2	87686	GRAINGER	212.41	EMERG BALLAST - STA 85
2613	04/28/2014	Claims	2	87687	HD SUPPLY WATERWORKS LTD	1,231.30	MLK METER SNUB ANTENNA
2614	04/28/2014	Claims	2	87688	INDUSTRIAL SERVICE & ELECTRIC	7,289.35	ELECTRICAL SERVICES

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 04/30/2014

Time: 11:35:54 Date: 04/23/2014

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2615	04/28/2014	Claims	2	87689	INTEGRA TELECOM	2,414.47	FIRE STA 85 FAX - APRIL 2014; CH - 03/2014; PD PHONES 04/03/14-05/02/14; YOUTH PARK/ SENIOR CTR 03-2014
2616	04/28/2014	Claims	2	87690	INTERSTATE BATTERIES	140.43	GENERATOR TRAILER/SHOP; BATTERY FOR MOWER
2617	04/28/2014	Claims	2	87691	JANITORS CLOSET	125.74	MULTIFOLD TOWELS
2618	04/28/2014	Claims	2	87692	JOHN DEERE FINANCIAL	87.41	ITEMS FOR BR85
2619	04/28/2014	Claims	2	87693	KELLER SUPPLY CO	3.36	MLK METER BUSH GALV
2620	04/28/2014	Claims	2	87694	L.N. CURTIS & SONS	570.92	16" CARBIDE CHAIN
2621	04/28/2014	Claims	2	87695	LES SCHWAB TIRE CENTER	87.32	NEW BATTERY FOR VAN (AUCTION)
2622	04/28/2014	Claims	2	87696	LIFE-ASSIST INC	222.63	KING AIRWAY/MED SUPPLIES
2623	04/28/2014	Claims	2	87697	LOWES COMPANY INC	32.22	ITEMS FOR BR85; BR85 FUEL BRACKET ITEMS
2624	04/28/2014	Claims	2	87698	LOWES COMPANY INC	300.88	RED HOT BLU GLU, CAP; TRUE TEMPER SPLITTER; VIOLAS, MARIGOLDS, ERGO HAND TOOLS; DETERGENT, 3-IN BRUSH, PAINT CUP, REUSABLE TRAP, WASP AND HORNET, VALSPAR PAINT; GLD SEIN, METAL NOZZLE; SIDING, WOOD HA
2625	04/28/2014	Claims	2	87699	MAC DONALD CONCRETE	3,405.15	CONCRETE AYP
2626	04/28/2014	Claims	2	87700	MAILFINANCE	717.36	MAIL MACHINE LEASE - 05/13 - 08/12/14
2627	04/28/2014	Claims	2	87701	SAMANTHA MERTZ	25.05	Refund Utility Deposit
2628	04/28/2014	Claims	2	87702	MORTON'S SUPPLY	220.65	IRRITROL DC LATCHING SOLEN; GHEEN COUPLING, CEMENT, PRIMER, BUSHINGS, PLUGS, PVC TEE & PIPE; PETCOCK; FLANGES
2629	04/28/2014	Claims	2	87703	SUMMER MOSS	6.86	Refund Utility Deposit
2630	04/28/2014	Claims	2	87704	MOTOROLA SOLUTIONS, INC	239.55	PD RADIO BATTERIES, BELT CLIP, IMPRESS SUC
2631	04/28/2014	Claims	2	87705	DAVID MURRAY	42.01	Refund Utility Deposit
2632	04/28/2014	Claims	2	87706	NOB HILL CLEANERS	40.76	PD UNIFORM CLEANING-BONSEN, COBB, JAMES, TURLEY
2633	04/28/2014	Claims	2	87707	NORTHWEST SAFETY CLEAN	270.20	LIQUID DISPENSER FOR TURNOUT MACHINE
2634	04/28/2014	Claims	2	87708	OFFICE DEPOT	486.21	PD SUPPLIES-BATTERY, PENS, PAPERCLIPS, MONITOR, CHAIRS, KEYBOARDS, CDS
2635	04/28/2014	Claims	2	87709	OFFICE DEPOT	77.28	TONER, FOLDERS
2636	04/28/2014	Claims	2	87710	OFFICE SOLUTIONS NORTHWEST	317.25	LEGAL FILE FOLDERS, TELEPHONE SHOULDER REST; ENVELOPE OPENER & PENS; INK CTG'S & PERF PAPER; MO INDEXES

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

Time: 11:35:54 Date: 04/23/2014

01/01/2014 To: 04/30/2014

Page: 4

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2637	04/28/2014	Claims	2	87711	PACIFIC POWER	13,979.45	3007 2ND ST - MARCH 2014; 107 W AHTANUM RD - MARCH 2014; LIFT STATION/ TRAFFIC LIGHTS/ IRRIGATION 03/14; PD UTILITIES MARCH 3-APRIL 1, 2014; AREA LIGHTS- 03/14; WELLS- 03/14; AG MUSEUM - 03/2014
2638	04/28/2014	Claims	2	87712	PETTY CASH	39.50	MISC RECEIPTS - 04/2014
2639	04/28/2014	Claims	2	87713	PRINT GUYS INC	53.24	BUSINESS CARDS- DAVE MATSON
2640	04/28/2014	Claims	2	87714	RADIO SERVICES	277.00	GANG FREE INITIATIVE
2641	04/28/2014	Claims	2	87715	REPUBLIC PUBLISHING CO	1,031.90	AD FOR BIDS - S 12TH AVE BRIDGE; DETERMINATION OF NON-SIGNIFICANCE
2642	04/28/2014	Claims	2	87716	CRYSTAL RICHTER	150.00	04/12/2014 BARN RESERVATION REFUND
2643	04/28/2014	Claims	2	87717	RICOH USA INC (MAINTENANCE)	138.21	PD COPIER MAINTENANCE 3/11/14-4/10/14
2644	04/28/2014	Claims	2	87718	SHOPKO STORES OPERATING CO	7.55	JARS
2645	04/28/2014	Claims	2	87719	SHUELS WHOLESALE LUMBER	322.67	OSB BUD AND SCREWS
2646	04/28/2014	Claims	2	87720	DON C. SMITH	143.19	LEOFF I RX REIMBURSEMENT
2647	04/28/2014	Claims	2	87721	STAR RENTALS	146.08	14" COMBO BLADE
2648	04/28/2014	Claims	2	87722	TELEDYNE ISCO INC	419.35	RECHARGABLE BATTERIES AND CHARGER
2649	04/28/2014	Claims	2	87723	TRI-VALLEY CONSTRUCTION INC	621.58	ASBESTOS INSPECTION AYP
2650	04/28/2014	Claims	2	87724	UNIFIRE	624.82	14" VACUUM BONDED DIAMOND BLADE
2651	04/28/2014	Claims	2	87725	UNION GAP WATER FUND & SEWER	126.68	AG MUSEUM - 03/2014
2652	04/28/2014	Claims	2	87726	UNITED BUSINESS MACHINES	63.80	COPIER LEASE - 05/2014
2653	04/28/2014	Claims	2	87727	UNITED PARCEL SERVICE	176.39	PD SHIPPING-RADAR (DELP); SHIPPING CHARGES
2654	04/28/2014	Claims	2	87728	US BANK CARDMEMBER SVC	985.06	SAFETY GLASSES FOR INMATE WORKERS; SWAT GEAR, IPHONE HOLDER AND BELT CLIP, TANGO DOWN IO COVER, USPS CERTIFIED SHIPPING, LATE FEE, CONDOR BASE II MID-WEIGHT DRAWER.; SMOKE MACHINE FLUID; FOOD FOR INMA
2655	04/28/2014	Claims	2	87729	VALLEY MEDI-CENTER	607.00	MEDICAL EVAL TESTS -BUCHANAN
2656	04/28/2014	Claims	2	87730	VERIZON WIRELESS	156.22	CH CELL PHONES - 03/2014
2657	04/28/2014	Claims	2	87731	VOLUNTEER FIREFIGHTERS	30.00	2014 DISABILITY FEE - L. BUTTREY
2658	04/28/2014	Claims	2	87732	WA STATE PATROL	142.00	CRIM HISTORY CK - BUCHANAN; BACKGROUND CHECKS - 03/2014
2659	04/28/2014	Claims	2	87733	WA STATE TREASURER	32,086.84	CJRS - 03/2014

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 04/30/2014

Time: 11:35:54 Date: 04/23/2014

Page: 5

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2660	04/28/2014	Claims	2	87734	WAPATO POLICE DEPT	24,976.66	PD JAIL BILLING FEBRUARY 2014; PD PRESCRIPTION BILLING MARCH 2014
2661	04/28/2014	Claims	2	87735	WILBERT PRECAST	486.90	3 7' BOLLARDS
2662	04/28/2014	Claims	2	87736	WONDRACK DIST INC	141.07	COMMUNITY DEVEOPLMENT-ACEVEDO 03/14
2663	04/28/2014	Claims	2	87737	YAKIMA CITY TREASURER	131,897.42	ITAC TRAINING - QUANTRILLE; 1ST QTR DISPATCH/MOBILE/COMM SERV-FIRE DEPT; 2014 2ND QTR DISPATCH/MOBILE/COMM SERV-FIRE; PD 1ST QUARTER-DISPATCH FEES, DESKTOP & MOBILE SERVICES, COMMUNICATIONS & ELECTRON
2664	04/28/2014	Claims	2	87738	YAKIMA CNTY EMS	135.00	WINTER 2014 EMT COURSE - ROMERO
2665	04/28/2014	Claims	2	87739	YAKIMA CNTY PRINTING DEPT	24.89	BUSINESS CARDS-KANG
2666	04/28/2014	Claims	2	87740	YAKIMA CO DEPT OF CORRECTIONS	5,770.47	JAIL BILLING MARCH 2013
2667	04/28/2014	Claims	2	87741	YAKIMA CO DISTRICT COURT	28,815.42	OPERATING AGREEMENT - 05/2014
2668	04/28/2014	Claims	2	87742	YAKIMA CO TREAS PROSECUTING	593.18	CVC - 03/2014
2669	04/28/2014	Claims	2	87743	YAKIMA COOPERATIVE ASSN	2,015.98	FIRE DEPT GAS USAGE - MARCH 2014; JANITOR FUEL 03/14; PROPANE SRVC PARKS 03/14
2670	04/28/2014	Claims	2	87744	YAKIMA COUNTY PUBLIC SERVICES	281.14	STORMWATER UTILITY- MARCH 2014
2671	04/28/2014	Claims	2	87745	YAKIMA COUNTY TREASURER	170,035.08	SIED LOANS
2672	04/28/2014	Claims	2	87746	YAKIMA NETWORKING	102.70	INSTALLED NEW PC
						171,598.75	
001 Current Expense Fund						171,598.75	
101 Street Fund						1,089.91	
106 Parks & Recreation Fund						7,157.62	
107 Convention Center Reserve Fund						9,386.91	
108 Tourism Promotion Area Fund						2,500.00	
112 Public Works Equipment Reserve Fund						1,423.63	
118 Municipal Capital Improvement Fund						48.13	
121 Street Development Reserve Fund						1,341.81	
124 Infrastructure Reserve Fund						170,306.57	
128 Transit System Fund						40.58	
130 Community Policing Fund						277.00	
131 Drug Seizure Forfeiture Fund						340.75	
401 Water Fund						16,222.56	
402 Garbage Fund						74,639.78	
403 Sewer Fund						87,493.15	
414 Water Deposits						432.28	
						544,299.43	Claims:
						544,299.43	544,299.43