

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JANUARY 13, 2014 – 6:00 P.M.
102 W. AHTANUM ROAD, UNION GAP

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

II. OATH OF OFFICE (COUNCIL MEMBERS CARNEY, LENZ, OLSON, WENTZ)

III. ELECTION OF MAYOR

IV. ELECTION OF MAYOR PRO TEM

V. 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:

1. Regular Council Meeting Minutes, dated October 28th, 2013, As attached to the Agenda and maintained in electronic format;
2. Special Council Meeting Minutes, dated December 2th, 2013, As attached to the Agenda and maintained in electronic format;
3. Regular Council Meeting Minutes, dated December 9th, 2013, As attached to the Agenda and maintained in electronic format;

B. Approve Vouchers:

1. Claims Vouchers – EFT's and Voucher Nos. 86791 through 86882 for December 23, 2013, in the amount of \$375,478.09;
2. Payroll Vouchers - EFT's and Voucher Nos. 41065 through 41082 and 86883 through 86896 for December 31, 2013, in the amount of \$436,423.46;
3. Claims Vouchers – EFT's and Voucher Nos. 86897 through 87019 for January 13, 2014, in the amount of \$378,051.28.

VI. GENERAL ITEMS

City Manager

John Cooper, President and CEO of the Yakima Valley Visitors & Convention Bureau – Request for Council Appointment to Board.

Public Works/Community Development

1. Resolution No. _____ – Technical Assistance Contract with Yakima Valley Conference of Governments (YVCOG);
2. Resolution No. _____ – Main Street Stormwater Improvement – Department of Ecology 2014 Stormwater Grant Program Proviso Funding Agreement;
3. Resolution No. _____ – WA ST Department of Transportation Turnback (TB5-0060) Agreement Amendment No. 1 – Valley Mall Blvd. Interchange;
4. Resolution No. _____ – Transportation Improvement Board; Fuel Tax Grant Funds Arterial Preservation Project 3-E-181(002)-1;
5. Resolution No. _____ – Transportation Improvement Board - Main Street; Second St to Franklin St; P-E-181(P01)-1;
6. Resolution No. _____ - YVCOG General Membership Alternate Designation;
7. Resolution No. _____ - Appoint TRANS-Action Voting Delegate & Alternates;
8. Resolution No. _____ - Hearing Examiner Professional Services Contract;
9. Main Street Revitalization Project – Update

Council

1. Council Committees - Discussion
2. Resolution No. _____ - Proclaiming Martin Luther King, Jr. Week January 19th through January 25th, 2014;

City Manager (Cont.)

Ordinance No. 2842 – Position Descriptions for Acting Public Safety Director; Director of Finance & Administration; Director of Public Works & Community Development; Deputy Director of Public Works & Community Development.

VII. ITEMS FROM THE AUDIENCE: 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. 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.

VIII. CITY MANAGER REPORT

IX. COMMUNICATIONS/QUESTIONS/COMMENTS

Traho Report

X. BOARDS, COMMISSION & STANDING COMMITTEE REPORTS

XI. DEVELOPMENT OF NEXT AGENDA

XII. RECESS TO 20 – MINUTES EXECUTIVE SESSION:

- A. Litigation Pursuant to RCW 42.30.110 (i); and
- B. Contract and Labor Negotiations Pursuant to RCW 42.30.110 (g);

The City Council **Does** intend on taking Action upon reconvening the meeting.

XIII. ADJOURN REGULAR MEETING.

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
October 28, 2013

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

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

Staff Present City Manager Otterness, Fire Chief Jensen, Community & Economic Development Director Spurlock, Acting Police Chief Cobb, City Treasurer Clifton, Public Works Director Henne, City Attorney Noe, and Administrative Service Director Sanchez were present.

Audience Present See list.

Pledge of Allegiance Council Member Olson led the Pledge of Allegiance.

Consent Agenda Motion by Council Member Butler seconded by Council Member Lenz to approve the consent agenda, as follows:

Approve the Regular Council Meeting Minutes, dated October 14th, 2013.

Approve EFT's and Claim Voucher Nos. 86338 through 86451 dated October 28, 2013.

General Items Motion carried unanimously.

Welcoming of Senator Jim Honeyford Mayor Wentz introduced 15th District Washington State Senator Jim Honeyford and welcomed him to Union Gap.

Senator Honeyford stated that he has been a representative for parts of Yakima County for over nineteen years, and understands the pressures on small cities like Union Gap to balance its budget.

He stated that during last year's budget two Democratic Senators; Rodney Tom and Tim Sheldon decided that the State was going in the wrong direction and chose to go along with the Republican Party.

Senator Honeyford said the three main priorities of the Republican Party were working together on the budget, the economy, and education. He said that the entire Republican Party as well as the two Democrats worked together and passed a balanced budget that included 1.3 billion dollars for education. He

stated that transportation is important but that the Senate is insisting on reforms in the Department of Transportation before revenue is discussed. Senator Honeyford gave examples of how DOT is making mistakes with no one taking responsibility for them. He said that they want to see the reforms before giving more money to DOT. Mayor Wentz thanked Senator Honeyford for coming to Union Gap

City Management

Resolution No. 1076 –
Appointment of
Yakima District Judges
to Serve as Union Gap
Municipal Court Judges

Motion by Council Member Olson seconded by Council Member Murr to adopt Resolution No. 1076 appointing Yakima District Judges to Serve as Union Gap Municipal Court judges. Motion carried unanimously.

Public Works

Resolution No. 1078 –
HLA Task Order No.
2013-1; Main Street
Water System
Improvements

Motion by Council Member Olson, seconded by Council Member Murr to approve Resolution No. 1078, Huibregtse, Louman associates, Inc. Task Order No. 2013-1 regarding the Main Street Water System Improvement. Motion carried unanimously.

Resolution No. 1079 –
HLA Supplemental
Agreement No. 3;
South 12th Avenue
Bridge

Attorney Noe asked that minor typographical errors in Resolution 1079 be corrected. Motion by Council Member Olson, seconded by Council Member Murr to approve Resolution No. 1079, approving the Huibregtse, Louman associates, Inc. Supplemental Agreement No. 3; South 12th Avenue Bridge with corrections. Motion carried unanimously.

Items from the
Audience

Mark Carney asked for an update on the IT infrastructure process and the City website development. Community and Economic Development Director Spurlock stated that staff is currently working on the website and the Council has authorized staff to prepare an RFP for IT services.

Development of Next
Agenda

There were no items for the agenda.

Departmental Monthly
Reports

Mayor Wentz informed that the Quarterly Financial Report was included in the packet and asked if there were any questions or comments. There were no questions or comments.

City Manager Report

City Manager Otterness stated that he, along with the Acting Police Chief, the City Attorney Noe, and the Mayor met with the local landlord association to discuss the City's proposed Crime-Free Rental Housing Program. He said that the landlords were engaged about this issue and appreciated the opportunity to discuss this with the City. They did however have some concerns about the language of the ordinance.

City Manager Otterness stated that the Union Gap Gang Free Initiative had its first meeting which representatives of the three schools attended. He said that it was decided to host a school staff appreciation event October 29th from 5:00 to 8:00 p.m. at the Union Gap Corn Maze.

Elected voting delegate to National League of Cities

Mayor Wentz stated that a voting delegate needed to be selected for the National League of Cities. Motion by Council Member Olson seconded by Council Member Murr to elect Mayor Wentz as the voting delegate for the nation League of Cities. Motion carried unanimously.

Approved recommendation of Human Resources Committee for employee recognition celebration

Council Member Murr discussed a recommendation from the Human Resource Committee to have an employee recognition celebration for employees and their families. Motion by Council Member Olson seconded by Council Member Lenz to approve the recommendation of the Human Resources Committee. Motion carried unanimously.

Recess to Executive Session

At 8:21 p.m. Mayor Wentz recessed to an Executive Session for 20 minutes to discuss the pending Potential Litigation Pursuant to RCW 42.30.110(i); and Contract Labor Negotiations Pursuant to RCW 42.30.110(g). Mayor Wentz, Council Members, City Manager Otterness and City Attorney Noe attended.

The City Council intends on taking no action upon reconvening the meeting.

At 8:41 p.m. Mayor Wentz extended the Executive Session for 10 minutes.

At 8:51 p.m. Mayor Wentz reconvened to continue the October 28, 2013 Regular Council Meeting.

Adjournment of Meeting

At 8:52 p.m. Mayor Wentz adjourned the October 28, 2013, Regular Council Meeting.

Rodney Otterness, City Manager

ATTEST

Karen Clifton, City Clerk

UNION GAP CITY COUNCIL SPECIAL MEETING
CITY HALL LIBRARY
Union Gap, Washington
December 2, 2013

Call to Order Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:03 p.m.

Council Members Present Council Members Dan Olson, Dave Matson, Dave Butler, Mark Carney, and Chad Lenz were present, Council Member James Murr was absent.

Staff Present Dennis Henne, Public Works and Community Development Director; Karen Clifton, Finance and Administration Director; Greg Cobb, Acting Public Safety Director; Lynette Bisconer, AP/PR Technician City Manager Rod Otterness were present. City Attorney Noe was absent.

Audience Present See list.

General Items

2014 Finance and Administration Budget Finance and Administration Director Clifton presented the 2014 Finance and Administration Department budget. Council members revised the budget for equipment.

2014 Community Development and Public Works Budget Public Works and Community Development Director, Henne continued presentation of the 2014 Public Works and Community Development Department begun at an earlier meeting

2014 Public Safety Budget Acting Public Safety Director Greg Cobb presented the 2014 Public Safety Department budget.

Cobb explained that the only major changes in the Police budget was the inclusion of \$76,800 for reroofing the Police Department. After discussing this issue the Council agreed to leave the reroofing dollars in the budget with the stipulation that it would be brought back to Council for authorization before the project was completed.

Cobb also explained that \$100,000 was transferred from Current Expense into the Police Vehicle Reserve fund for the purchase of two new police vehicles. He said that there was also money in the Criminal Justice Fund to cover the cost of an additional car. The Council increased the amount of money dedicated to radios from the Criminal Justice Fund.

Tourism and TPA Budget Council Member Olson expressed concern that expenditures continue to exceed revenues in the tourism budget. The Council agreed that this would be discussed further at the December 9th Regular Council Meeting.

Finance and Administration Director Clifton stated that the Lodging Tax

Committee agreed to commit \$5,000 out of the \$67,000 in the Tourism Promotion Budget advertising for Old Town Days advertising.

Adjournment of Meeting

At 8:10 p.m. Mayor Wentz adjourned the December 2, 2013, Special Council Meeting.

Rodney Otterness, City Manager

ATTEST

Karen Clifton, City Clerk

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
December 9, 2013

Call to Order Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:02 p.m.

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

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

Audience Present See list

Pledge of Allegiance Mayor Wentz led the Pledge of Allegiance.

Consent Agenda Motion by Butler seconded by Murr to approve the consent agenda, as follows:

Approve the Special Council Meeting Minutes dated November 18th, 2013.

Approve the Regular Council Meeting Minutes dated November 25th, 2013.

Approve EFT's and Claim Voucher Nos. 86735 through 86790 in the amount of \$94,644.72 dated December 9, 2013.

Approve EFT's and Payroll Vouchers Check Nos. 41043 through 41064 and 86719 through 86734 in the amount of \$432,973.23 issued and paid in the month of November, 2013.

Motion carried unanimously.

Public Works/Community Development

Resolution No. 1082 – Authorizing City Manager to negotiate Professional Services Agreement for Engineering Services Motion by Olson second by Murr to adopt Resolution No. 1082 authorizing the City Manager to negotiate professional services agreement for engineering services with Huibregtse, Louman Associates, Inc.. Motion carried unanimously.

Authorize staff to advertise

for bids for the South 12th
Avenue Bridge
Replacement Project

Motion by Olson second by Lenz to authorize staff to advertise for bids for the South 12th Avenue Bridge Replacement Project. Motion carried unanimously.

Council

Resolution No. 1083 –
Appointing Lodging Tax
Advisory Board and
Tourism Promotion Area
Committee Chair

Council Member Butler resigned his position as Chair of the Lodging Tax Advisory Board and Tourism Promotion Area Committee. Motion by Butler second by Murr to adopt Resolution No. 1083 appointing Council Member Olson as Lodging Tax Advisory Board and Tourism Promotion Area Committee Chair. Motion carried unanimously.

Legal

Tourism Promoter request
for proposals

City Attorney Noe advised the City Council that they may be required to issue a request for proposals (RFP) for a Tourism Promoter as per the recent legislation requirements as described within ESHB 1253 which became effective July 2013. Motion by Council Member Carney, second by Council Member Murr to authorize issuance of request for proposals (RFP) for a Tourism Promoter. Motion carried unanimously.

Finance/Administration

Ordinance No. 2841 –
Adopting the 2014 Annual
City Budget

Motion by Butler second by Matson to adopt Ordinance No. 2841 adopting the 2014 Annual City Budget. Voting on the motion – Aye: Wentz, Lenz, Butler, Matson; Nay: Olson, Carney. Motion carried and ordinance adopted.

City Manager

Resolution No. 1084 –
Authorizing the City
Manager to sign Yakima
Valley Libraries contract for
services

Director Kim Hixon of the Yakima Valley Libraries addressed the council. She discussed options for library services which are now provided by contract with Yakima Valley Libraries and have been since 1946. Beginning in 2012 the City of Union Gap became unable to furnish a location within the city for library services and the city's contract with the Yakima Valley Library was modified to allow the citizens of Union Gap to utilize services at other libraries as non-residents. The cost to the city is \$50 per family and it is estimated that there will be 385 families in 2014 resulting in an annual cost of \$19,250.

Hixon described the process of annexation into the library district which is governed by state law under which both the City Council and the Library Board must confer approval after which a vote of the residents of Union Gap is held. Mayor Wentz inquired about the possibility of building a new building for library services if the city were annexed into the library district. Hixon stated that there would need to be a meeting between both boards to discuss the possibility of building.

Ron Simmons addressed the council. He asked for clarification of the

annual amount that will be paid for services and requested that the council consider overall citizen utilization in consideration of the cost of building a new library.

Motion by Olson second by Lenz to adopt Resolution No. 1084 authorizing the City Manager to sign the Yakima Valley Libraries contract for services. Motion carried unanimously.

Council

Cancelled December 23, 2013 council meeting

Motion by Olson second by Murr to cancel December 23, 2013 meeting. Voting on the motion – Aye: Wentz, Lenz, Olson, Butler, Murr; Nay: Carney, Matson. Motion carried.

City Manager

Ordinance No. 2842 – Position Descriptions

Discussion of Ordinance No. 2842 was postponed to the January 13, 2014 meeting.

Resolution No. 1085 – Authorizing the City Manager to sign the 2014 Service Agreement with BIAS Software

Motion by Olson second by Murr to adopt Resolution No. 1085. Motion carried unanimously.

Items from the Audience

There were no items from the audience.

Development of the Next Agenda

No agenda items proposed.

City Manager Report

City Manager Rodney Otterness gave an update on the transfer of municipal court operations to Yakima District Court. He thanked Judge Northcott and the former municipal court staff their work.

Communications Questions/Comments

Sandi Dailey submitted a letter of concern to the council.

Boards, Commission & Standing Committee Reports

None submitted.

Recess to Executive Session

Contract and Labor Negotiations Pursuant to RCW 42.30.110(g)

At 6:32 Mayor Wentz recessed to an Executive Session for 15 minutes to discuss Contract and Labor Negotiations Pursuant to RCW 42.30.110(g) Mayor Wentz, Council Members, City Manager Otterness and City Attorney

Noe attended.

**Public Works/Community
Development**

**Main Street Revitalization
Kick-off**

At 7:00 p.m. Mayor Wentz reconvened to continue the December 9, 2013 Regular Council Meeting. Council Member Butler as Chair of the Community and Economic Development Committee stated that the city will soon begin a \$4.8 million dollar project aimed at revitalizing Main Street. He thanked the audience for attending tonight's meeting and for providing the city with ideas for revitalization.

Acting Deputy Director for Public Works and Community Development Spurlock stated that comment cards are available for people to submit comments or sign up for the task force to help with the revitalization project. He introduced Jeff Louman with Huibregtse Louman Associates and Colie Hough-Beck with HBB Landscape Architecture.

Louman stated that the first phase of development involved Main Street between Second and Franklin. He introduced Colie Hough-Beck who stated that the city intended to create a task force to meet over the next six months to help with the revitalization project. She stated that input is welcome from everyone whether they serve on the task force or not. She stated that the goal is to have a completed report for the City Council's June 9, 2014 meeting. Hough-Beck opened the meeting for comments from the audience for the next hour after which she stated she would write up the comments for the first meeting of the task force and asked that all those interested in participating in the task force provide their contact information on comment cards. Mayor Roger Wentz thanked the audience for attending.

Adjournment of Meeting

At 8:30 p.m. Mayor Wentz adjourned the December 9, 2013, Regular Council Meeting and convened the Public Corporation Annual Meeting.

**Public Corporation
Annual Meeting**

Treasurer David Butler reported the current bank account balance as \$112.13. With no other business to report Mayor Roger Wentz adjourned the Public Corporation Annual Meeting.

Rodney Otterness, City Manager

ATTEST

Karen Clifton, City Clerk



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers, December 23, 2013

SYNOPSIS: Claim Vouchers Dated December 23, 2013

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 86791 through 86882 in the amount of \$375,478.09 dated December 23, 2013.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Roster

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

Time: 14:28:57 Date: 12/19/2013

01/01/2013 To: 12/31/2013

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| Trans | Date | Type | Acct # | War # | Claimant | Amount | Memo |
|-------|------------|--------|--------|-------|---------------------------------|-----------|--|
| 8544 | 12/02/2013 | Claims | 1 | EFT | BANK OF AMERICA | 173.53 | CREDIT CARD PAYMENTS - 11/2013 |
| 8545 | 12/04/2013 | Claims | 2 | EFT | CHASE PAYMENTECH | 456.29 | ONLINE UB PAYMENTS - 11/2013 |
| 8546 | 12/05/2013 | Claims | 2 | EFT | XPRESS BILL PAY | 273.45 | ONLINE UB PAYMENTS - 11/2013 |
| 8609 | 12/27/2013 | Claims | 2 | EFT | WA STATE DEPT OF REVENUE | 9,056.81 | EXCISE TAX - 11/2013 |
| 8708 | 10/15/2013 | Claims | 2 | EFT | US BANK - CHECKING | 788.60 | ANALYSIS CHARGES |
| 8711 | 10/28/2013 | Claims | 2 | EFT | WA STATE DEPT OF REVENUE | 9,317.37 | EXCISE TAX-09/2013 |
| 8582 | 12/17/2013 | Claims | 2 | 86791 | GILLIHAN LAW OFFICE PLLC | 5,700.00 | PUBLIC DEFENDER - 11/2013 |
| 8613 | 12/23/2013 | Claims | 2 | 86792 | ADVANCED TRAVEL EXP. FUND | 647.44 | HOMICIDE TRAINING - RIVERA; SWAT TRAINING - EDWARDS |
| 8614 | 12/23/2013 | Claims | 2 | 86793 | ASSOCIATION OF WA CITIES | 90.00 | AWC 2013 REGIONAL MEETING |
| 8615 | 12/23/2013 | Claims | 2 | 86794 | AUTO CARE EXPERTS | 342.27 | #1015 REPAIR |
| 8616 | 12/23/2013 | Claims | 2 | 86795 | BANK OF AMERICA | 4,629.42 | SCHOOL ADVISORY WORKGROUP MEETING; WORK BOOTS - HEILMAN; CROSSTECH WINTER COAT - COBB; BLAUER CROSSTECH WINTER COAT - MORTON; ITEMS FOR AWARDS BANQ; MAIN MEAL - AWARDS BANQ; CUPS/TABLECLOTHS-AWARDS BA |
| 8617 | 12/23/2013 | Claims | 2 | 86796 | BASIN DISPOSAL OF YAKIMA LLC | 74,414.21 | GA/RCY SVC - 11/2013 |
| 8618 | 12/23/2013 | Claims | 2 | 86797 | BOUND TREE MEDICAL LLC | 378.61 | AED REPLACEMENT BATTERIES (2) |
| 8619 | 12/23/2013 | Claims | 2 | 86798 | CAREY MOTORS | 576.11 | VEHICLE SERVICE #2 LOF; VEHICLE SERVICE #19-LOF, TRANSMISSION FLUSH, #17-PULLEY REPLACEMENT, #3 WHEELS HUBS & DRUMS, NEW WHEEL |
| 8620 | 12/23/2013 | Claims | 2 | 86799 | CASCADE FIRE EQUIPMENT | 789.56 | SAFETY SEALS; 1.5"X100' (5) HOSE |
| 8621 | 12/23/2013 | Claims | 2 | 86800 | CASCADE NATURAL GAS CORP | 1,058.12 | MONTHLY BILLING-11/2013; 3007 2ND ST - NOVEMBER 2013; PD GAS 11/2/13-12/3/13; 107 W AHTANUM - NOVEMBER 2013 |
| 8622 | 12/23/2013 | Claims | 2 | 86801 | CENTRAL WA AG MUSEUM | 1,400.00 | AG MUSEUM COORDINATOR - HINDERLIDER |
| 8623 | 12/23/2013 | Claims | 2 | 86802 | CENTURY LINK | 916.44 | COURT/LEGAL - 11/2013; CH T1 11/13; FIRE DEPT HOTLINE-NOV 2013; FIREDEPT HOTLINE - DECEMBER 2013 |
| 8624 | 12/23/2013 | Claims | 2 | 86803 | TYLER CHANDLER | 37.44 | Refund Utility Deposit |
| 8625 | 12/23/2013 | Claims | 2 | 86804 | CHEVRON & TEXACO UNIVERSAL CARD | 116.57 | PD FUEL CREDIT 9/28/13-10/27/13; PD FUEL 10/29/13-11/29/13 |
| 8626 | 12/23/2013 | Claims | 2 | 86805 | CI SHRED | 37.80 | PD SHREDDING NOV 2013 |

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|-------|------------|--------|--------|-------|-------------------------------|-----------|---|
| 8627 | 12/23/2013 | Claims | 2 | 86806 | CINTAS CORP #605 | 748.34 | CH MOP & MAT SVC; FIRE DEPT UNIFORM CLEANING; FIRE DEPT UNIFORM CLEANING |
| 8628 | 12/23/2013 | Claims | 2 | 86807 | DB SECURE SHRED | 46.76 | SHRED SVC - 11/2013 |
| 8629 | 12/23/2013 | Claims | 2 | 86808 | DIVCO INC | 1,607.10 | SERVICE TO ACTIVITIES BUILDING & BARN; REPAIR TSTAT PROBLEMS - CITY HALL |
| 8630 | 12/23/2013 | Claims | 2 | 86809 | ELITE TOWING & RECOVERY LLC | 48.15 | PD TOWING-11/30/13 |
| 8631 | 12/23/2013 | Claims | 2 | 86810 | EMERGENCY REPORTING | 203.23 | FIRE/EMS REPORTING - JANUARY 2014 |
| 8632 | 12/23/2013 | Claims | 2 | 86811 | FASTENAL | 15.03 | SUPPLIES |
| 8633 | 12/23/2013 | Claims | 2 | 86812 | ESMERALDA FERNANDEZ | 360.00 | 11162013 BARN RESV |
| 8634 | 12/23/2013 | Claims | 2 | 86813 | VERONICA FERNANDEZ | 32.72 | Refund Utility Deposit |
| 8635 | 12/23/2013 | Claims | 2 | 86814 | FIRESTONE TIRE & SERVICE CTRS | 33.09 | VEHICLE SERVICE #9-WINTER TIRE CHANGE OVER |
| 8636 | 12/23/2013 | Claims | 2 | 86815 | FRANKS OK TIRE STORE | 11.89 | VEHICLE #4001 FLAT REPAIR |
| 8637 | 12/23/2013 | Claims | 2 | 86816 | MARIA GALLEGOS | 300.00 | BARN RSV REFUND; BARN RESV 11092013 |
| 8638 | 12/23/2013 | Claims | 2 | 86817 | GALLS, LLC | 189.99 | PATROL BOOTS-JAMES 448 |
| 8639 | 12/23/2013 | Claims | 2 | 86818 | GAP AUTO PARTS | 40.68 | LAMP - E85; POWER STERRING FLUID & BRAKE FLUID |
| 8640 | 12/23/2013 | Claims | 2 | 86819 | GE CAPITAL | 450.32 | CITY HALL COPIER-12/13 |
| 8641 | 12/23/2013 | Claims | 2 | 86820 | GEARJAMMER | 1,899.30 | PD FUEL NOV 16-30, 2013 |
| 8642 | 12/23/2013 | Claims | 2 | 86821 | GILLILAND LAW FIRM PLLC | 400.00 | CONFLICT ATTORNEY; CONFLICT ATTORNEY - #39964 |
| 8643 | 12/23/2013 | Claims | 2 | 86822 | GREATLAND CORP | 253.44 | W2 & 1099 FORMS |
| 8644 | 12/23/2013 | Claims | 2 | 86823 | HARRIS & ASSOCIATES | 1,400.00 | CH REPLACEMENT STUDY - 12/2012 |
| 8645 | 12/23/2013 | Claims | 2 | 86824 | HUIBREGTSE, LOUMAN ASSOC INC | 61,793.66 | PROFESSIONAL ENGINEERING & LAND SURVEYING SERVICES; MAIN ST / RUDKIN ROAD WA SYST IMP; PE & LS SVCS |
| 8646 | 12/23/2013 | Claims | 2 | 86825 | HUMANE SOCIETY OF | 2,400.00 | PD ANIMAL CONTROL SERVICES-NOVEMBER 2013 |
| 8647 | 12/23/2013 | Claims | 2 | 86826 | INDEPENDENT WATER SERVICE INC | 16.76 | WATER & COOLER RENT - 10/13 - 11/13 |
| 8648 | 12/23/2013 | Claims | 2 | 86827 | INTEGRA TELECOM | 2,570.78 | MONTHLY BILLING; CH/COURT - 11/2013; FIRE STA 85 FAX - DECEMBER 2013; PD PHONES 12/03/13-01/2/14 |
| 8649 | 12/23/2013 | Claims | 2 | 86828 | JOHN DEERE FINANCIAL | 15.62 | BOOT ZIPPER- HEILMAN |
| 8650 | 12/23/2013 | Claims | 2 | 86829 | LEGAL COURIERS INC | 30.00 | LEGAL COURIER SVC - 12/2013 |
| 8651 | 12/23/2013 | Claims | 2 | 86830 | LIFE-ASSIST INC | 188.27 | MEDICAL SUPPLIES |
| 8652 | 12/23/2013 | Claims | 2 | 86831 | LOWES COMPANY INC | 242.27 | AWARDS-DEPT- TREE; LIGHTS/STAND |
| 8653 | 12/23/2013 | Claims | 2 | 86832 | LOWES COMPANY INC | 756.85 | SUPPLIES; HOLIDAY PARADE SUPPLIES; TOOL BOX & TOOLS |
| 8654 | 12/23/2013 | Claims | 2 | 86833 | ROGELIO MACIEL | 150.00 | ACTIVITIES BLD RESV |

WARRANT/CHECK REGISTER

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| Trans | Date | Type | Acct # | War # | Claimant | Amount | Memo |
|-------|------------|--------|--------|-------|--------------------------------------|-----------|---|
| 8655 | 12/23/2013 | Claims | 2 | 86834 | NAPA AUTO PARTS | 161.22 | #1013 VEHICLE |
| 8656 | 12/23/2013 | Claims | 2 | 86835 | NOB HILL CLEANERS | 45.22 | PD UNIFORM CLEANING NOV 2013 |
| 8657 | 12/23/2013 | Claims | 2 | 86836 | ROBERT F NOE | 11,000.00 | CITY ATTORNEY - 12/2013 |
| 8658 | 12/23/2013 | Claims | 2 | 86837 | NORTHWEST HANDLING SYSTEMS INC | 97.33 | PARTS FOR POWER JACK |
| 8659 | 12/23/2013 | Claims | 2 | 86838 | GUASTAVO OCHOA | 150.00 | 11092013 ACTIVITIES |
| 8660 | 12/23/2013 | Claims | 2 | 86839 | OFFICE DEPOT | 332.12 | ENVELOPES; FIRE PREVENTION STAMPS |
| 8661 | 12/23/2013 | Claims | 2 | 86840 | OFFICE DEPOT | 110.14 | PD SUPPLIES-KLEENEX, HIGHLIGHTERS, MARKERS, PENS, PURELL WIPES, YEAR CALENDAR |
| 8662 | 12/23/2013 | Claims | 2 | 86841 | OFFICE DEPOT | 1,395.99 | BLDG/PLAN FILE FOLDERS & ENVELOPES; PENS, BOOK ENDS, CALENDAR ETC; OFFICE SUPPLIES; STATIONARY PAPER; PRINTER & INK CTG'S; OFFICE DEPOT - LIGHT BULBS, PENS, USB DRIVES, BATTERIES, LABELS, WALL MOUNT;; |
| 8663 | 12/23/2013 | Claims | 2 | 86842 | OFFICE SOLUTIONS NORTHWEST | 57.58 | EXPANDING FILE FOLDERS |
| 8664 | 12/23/2013 | Claims | 2 | 86843 | PACIFIC POWER | 11,883.93 | MONTHLY BILLING; 3007 2ND ST - NOVEMBER 2013; 107 W AHTANUM RD - NOVEMBER 2013; PD UTILITES 10/28/13-12/2/13 |
| 8665 | 12/23/2013 | Claims | 2 | 86844 | PEPSI COLA - YAKIMA | 62.30 | WATER DELIVER AND RENTAL NOV 2013 |
| 8666 | 12/23/2013 | Claims | 2 | 86845 | ROBERT POLINA, JR. | 51.17 | DEPOSIT REFUND |
| 8667 | 12/23/2013 | Claims | 2 | 86846 | PPC SOLUTIONS, INC | 2,669.63 | COURT SECURITY-NOVEMBER 2013 |
| 8668 | 12/23/2013 | Claims | 2 | 86847 | PRINT GUYS INC | 1,245.31 | WINTER 2013 NEWSLETTER |
| 8669 | 12/23/2013 | Claims | 2 | 86848 | REPUBLIC PUBLISHING CO | 463.78 | NTC OF BUDGET HEARING/CLAIM FREE RENTAL HOUSING; YAKIMA HERALD REPUBLIC (12 MONTHS) PD |
| 8670 | 12/23/2013 | Claims | 2 | 86849 | RICOH USA INC (MAINTENANCE) | 178.26 | PD COPIER MAINTENANCE 11/11/13-12/10/13 |
| 8671 | 12/23/2013 | Claims | 2 | 86850 | SAN DIEGO POLICE EQUIPMENT CO INC | 215.68 | PD AMMUNITION-12GA SLUGS |
| 8672 | 12/23/2013 | Claims | 2 | 86851 | SANTIAM EMERGENCY EQUIP INC | 1,790.14 | CUTTER BLADES FOR C-231 CUTTER (2) |
| 8673 | 12/23/2013 | Claims | 2 | 86852 | SHELL OIL COMPANY | 80.24 | SWAT TRAINING - EDWARDS |
| 8674 | 12/23/2013 | Claims | 2 | 86853 | SHOPKO PHARMACY | 200.00 | FLU SHOTS |
| 8675 | 12/23/2013 | Claims | 2 | 86854 | SHOPKO | 17.04 | ORNAMENTS |
| 8676 | 12/23/2013 | Claims | 2 | 86855 | SIRCHIE FINGER PRINT | 59.95 | PRINTMATIC CERAMIC FINGERPRINT PAD |
| 8677 | 12/23/2013 | Claims | 2 | 86856 | T C TRANSPORTATION SERVICES | 33,477.46 | DIAL A RIDE/FIXED BUS ROUTE - 11/2013 |
| 8678 | 12/23/2013 | Claims | 2 | 86857 | UG MUNICIPAL COURT | 3,566.48 | COURT SHORTAGE TO CLOSE ACCOUNT |
| 8679 | 12/23/2013 | Claims | 2 | 86858 | UNIFIRE | 114.86 | DEPT SWEATSHIRTS - YEAGER/HEILMAN |

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|-------------------------------------|------------|--------|--------|-------|-------------------------------|------------|---|
| 8680 | 12/23/2013 | Claims | 2 | 86859 | UNION GAP WATER FUND & SEWER | 490.11 | FINAL BILL 11/14/13; FB PARK; COURT/CH - 11/2013; COURT FINAL BILL; AG MUSEUM-11/13 |
| 8681 | 12/23/2013 | Claims | 2 | 86860 | UNION GAP | 184.47 | FIRE UNIFORM ALTERATIONS; FD ALTERATIONS |
| 8682 | 12/23/2013 | Claims | 2 | 86861 | UNITED PARCEL SERVICE | 16.28 | PD SHIPPING NOV 2013 |
| 8683 | 12/23/2013 | Claims | 2 | 86862 | UNUM LIFE INSURANCE | 137.40 | LEOFF1 BENEFITS 11/13 |
| 8684 | 12/23/2013 | Claims | 2 | 86863 | US LINEN & UNIFORM | 432.55 | UNIFORM SERVICE; 11/4/; 11/11; 11/18; 11/25 |
| 8685 | 12/23/2013 | Claims | 2 | 86864 | VALLEY LOCK & KEY SERVICE | 105.40 | REPAIR LOCK ON PATROL DOOR (INSTALLED FLUSH BOLT) |
| 8686 | 12/23/2013 | Claims | 2 | 86865 | VERIZON WIRELESS | 233.62 | CH CELL PHONES - 11/2013 |
| 8687 | 12/23/2013 | Claims | 2 | 86866 | WA STATE DEP OF LICENSING | 93.00 | CPL'S-#208427-208431 |
| 8688 | 12/23/2013 | Claims | 2 | 86867 | WA STATE DEPT OF HEALTH | 168.00 | ANNUAL RENEWAL; PMT DUE BEFORE 1/21/14 |
| 8689 | 12/23/2013 | Claims | 2 | 86868 | WA STATE PATROL | 49.50 | BACKGROUND CHECKS - 11/2013 |
| 8690 | 12/23/2013 | Claims | 2 | 86869 | WA STATE TREASURER | 40,535.60 | CJRS - 11/2013 |
| 8691 | 12/23/2013 | Claims | 2 | 86870 | WAPATO POLICE DEPT | 22,984.87 | JAIL BILLING NOVEMBER 2013; JAIL PRESCRIPTION & MEDICAL BILLING NOVEMBER 2013 |
| 8692 | 12/23/2013 | Claims | 2 | 86871 | CAROL WAREHIME | 39.78 | DEPOSIT REFUND |
| 8693 | 12/23/2013 | Claims | 2 | 86872 | WONDRACK DIST INC | 4,106.07 | FUEL CHARGES |
| 8694 | 12/23/2013 | Claims | 2 | 86873 | YAKIMA CITY TREASURER | 31,471.48 | WASTEWATER SVC - 10/2013 |
| 8695 | 12/23/2013 | Claims | 2 | 86874 | YAKIMA CO DEPT OF CORRECTIONS | 4,893.23 | JAIL BILILNG & PHARMACEUTICALS NOVEMBER 2013 |
| 8696 | 12/23/2013 | Claims | 2 | 86875 | YAKIMA CO TREAS PROSECUTING | 826.60 | CVC - 11/2013 |
| 8697 | 12/23/2013 | Claims | 2 | 86876 | YAKIMA COOPERATIVE ASSN | 720.75 | FIRE FUEL CHARGES - NOVEMBER 2013 |
| 8698 | 12/23/2013 | Claims | 2 | 86877 | YAKIMA COUNTY AUDITOR | 76.00 | MIN TIE MARINA QUIT CLAIM DEED |
| 8699 | 12/23/2013 | Claims | 2 | 86878 | YAKIMA COUNTY PUBLIC SERVICES | 6,120.55 | STORMWATER BILLING; AUGUST & SEPTEMBER 2013; DUST ABATEMENT 04/30/13 |
| 8700 | 12/23/2013 | Claims | 2 | 86879 | YAKIMA NETWORKING | 4,924.26 | AUDIO SYSTEM TROUBLESHOOT; PASSWORD RESETS; COMPUTER SUPPORT; COMPUTERS & SUPPORT INCORRECT AMMOUNT |
| 8701 | 12/18/2013 | Claims | 2 | 86880 | DAVID D BUTLER | | |
| 8702 | 12/18/2013 | Claims | 2 | 86881 | PETTY CASH | 27.10 | MISC RCTS - 12/2013 |
| 8704 | 12/23/2013 | Claims | 2 | 86882 | DAVID D BUTLER | 11.35 | NLC CONF BAL OWING |
| | | | | | | 130,141.95 | |
| 001 Current Expense Fund | | | | | | | |
| 101 Street Fund | | | | | | | 7,866.96 |
| 107 Convention Center Reserve Fund | | | | | | | 10,775.90 |
| 108 Tourism Promotion Area Fund | | | | | | | 24,225.79 |
| 121 Street Development Reserve Fund | | | | | | | 860.00 |

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|-------|------|------|--------|-------|---------------------------------|------------|--------------------|
| | | | 124 | | Infrastructure Reserve Fund | 39,262.16 | |
| | | | 128 | | Transit System Fund | 61.18 | |
| | | | 132 | | Community Events Fund | 44.62 | |
| | | | 401 | | Water Fund | 22,783.56 | |
| | | | 402 | | Garbage Fund | 84,484.98 | |
| | | | 403 | | Sewer Fund | 37,699.88 | |
| | | | 404 | | Water/Sewer Improvement Reserve | 17,110.00 | |
| | | | 414 | | Water Deposits | 161.11 | |
| | | | | | | 375,478.09 | Claims: 375,478.09 |

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

Certified By: _____ Date: _____

Finance Director Auditing Officer Deputy Finance Director



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Payroll Vouchers, December 31, 2013

SYNOPSIS: Payroll Vouchers Dated December 31, 2013

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 41065 through 41082 and 86883 through 86896 in the amount of \$436,423.46 dated December 31, 2013.

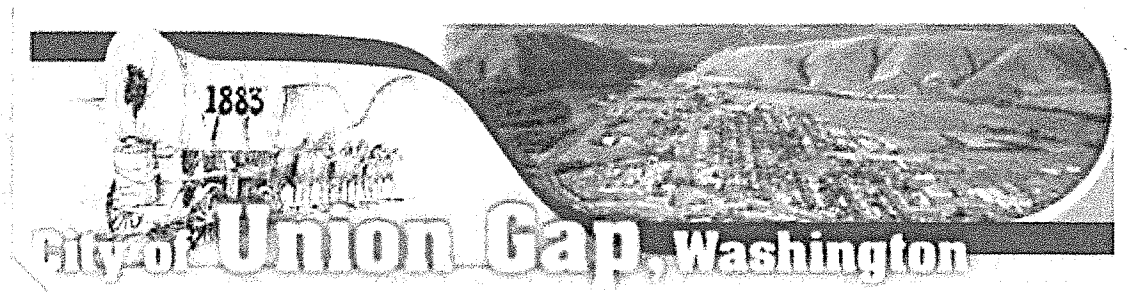
LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Payroll Voucher Roster



CITY COUNCIL COMMUNICATION

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

SYNOPSIS: Claim Vouchers Dated January 13, 2014

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 86897 through 87019 in the amount of \$378,051.28 dated January 13, 2014.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Roster

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| 8728 | 10/01/2013 | Claims | 2 | EFT | US BANK - CHECKING | 629.20 | CREDIT CARD FEES-09/2013 |
| 8920 | 12/31/2013 | Claims | 2 | EFT | XPRESS BILL PAY | 281.55 | ONLINE UB PAYMENTS - 12/2013 |
| 8921 | 12/31/2013 | Claims | 2 | EFT | WA STATE DEPT OF REVENUE | 9,053.65 | EXCISE TAX - 12/2013 |
| 8906 | 12/30/2013 | Claims | 2 | 86897 | WA STATE DEPT OF AGRICULTURE | 99.00 | PESTICIDE LICENSE RENEWAL; MCRAE, BUNTING, HENNESSY |
| 8925 | 12/31/2013 | Claims | 2 | 86898 | ADVANCED TRAVEL EXP. FUND | 368.76 | REIMBURSE #1076 - BISCONER; REIMBURSE #1078-TURLEY |
| 8926 | 12/31/2013 | Claims | 2 | 86899 | AM SAN | 200.35 | PD SUPPLIES |
| 8927 | 12/31/2013 | Claims | 2 | 86900 | APPLE VALLEY INTERPRETING SERV | 1,873.46 | COURT INTERPRETOR - 11/2013 |
| 8928 | 12/31/2013 | Claims | 2 | 86901 | BANK OF AMERICA | 2,090.97 | HOLIDAY INN 9/26 ELY/ACEVEDO CERTIFIABLE TRAINING SEATTLE 9/27; ICC BUILDING OFFICIAL EXAM D. SPURLOCK 12-13-13, REGISTRATION ID263849980; SR CTR HOLIDAY; SENIOR CENTER SUPPLIES; FC - 11/2013; BATTERI |
| 8929 | 12/31/2013 | Claims | 2 | 86902 | BASIN DISPOSAL OF YAKIMA LLC | 70,197.20 | GA/RCY SVC-12/13 |
| 8930 | 12/31/2013 | Claims | 2 | 86903 | BLUMENTHAL UNIFORMS & | 5,083.67 | SWAT DESIGN SAMPLE; PD CREDIT-PANTS & SHIRTS; CLOTH NAME BADGE FOR JUMPSUIT-PANATTONI; PD EMERGENCY RESPONSE JACKETS-RIVERA, MCKINLEY; PD UNIFORMS |
| 8931 | 12/31/2013 | Claims | 2 | 86904 | BULBS.COM INC | 96.92 | LIGHTS FOR SEASON'S GREETING SIGN; SEASON GREETING SIGN |
| 8932 | 12/31/2013 | Claims | 2 | 86905 | BURROWS TRACTOR COMPANY | 371.46 | PARTS FOR PARK EQUIPMENT |
| 8933 | 12/31/2013 | Claims | 2 | 86906 | CAREY MOTORS | 1,359.07 | VEHICLE SERVICE #1 LOF; VEHICLE SERVICE-#16 REPAIR STEERING AND TRUNK LATCH. CAR #15-NEW BATTERY |
| 8934 | 12/31/2013 | Claims | 2 | 86907 | CASCADE ANALYTICAL INC | 519.95 | SAMPLING; WATER; SAMPLING; WATER & WASTEWATER; ENVIRONMENTAL MNGT FEE/COLIFORM COLILERT |
| 8935 | 12/31/2013 | Claims | 2 | 86908 | CASCADE FIRE EQUIPMENT | 329.85 | SUPPLIES; HELMET RETURNED - RESTOCKING FEE; HYDRO TESTS; HYDRO TESTS |
| 8936 | 12/31/2013 | Claims | 2 | 86909 | CASCADE NATURAL GAS CORP | 1,982.40 | 07360200005-11/13; 4401 1/2 MAIN ST - 06/2013; 19632200002-11/13; MONTHLY BILLING-12/13; 102 W AHTANUM RD; 68 W WASHINGTON AVE (COURT) |

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|-------|------------|--------|--------|-------|---------------------------------|-----------|---|
| 8937 | 12/31/2013 | Claims | 2 | 86910 | CASH & CARRY | 87.30 | WATER |
| 8938 | 12/31/2013 | Claims | 2 | 86911 | CENTRAL VALLEY GLASS INC. | 138.50 | SHEET 1/8 PLEXI |
| 8939 | 12/31/2013 | Claims | 2 | 86912 | CENTRAL WA AG MUSEUM | 5,807.50 | KOKENGE, SCOTT; AG MUSEUM COORDINATORS - 12/2013; AG MUSEUM ADMIN-STRATER |
| 8940 | 12/31/2013 | Claims | 2 | 86913 | CENTRAL WASHINGTON FAIR ASSOC. | 2,500.00 | MARKETING & SALES - 11/2013; MARKETING & SALES - 12/2013 |
| 8941 | 12/31/2013 | Claims | 2 | 86914 | CENTURY LINK - LD | 9.49 | CH LD - MULTIPLE |
| 8942 | 12/31/2013 | Claims | 2 | 86915 | CENTURY LINK | 1,449.34 | MONTHLY BILLING; 19632200002-11/13; MONTHLY BILLING; CH/LIBRARY FAX - MULTIPLE; PD PHONES-NOV 2013; CH T1- MULTIPLE; AG MUSEUM; COURT/LEGAL |
| 8943 | 12/31/2013 | Claims | 2 | 86916 | CHARTER COMMUNICATIONS | 613.96 | 8805160010074641-11/13; 102 W AHTANUM RD 12/13 |
| 8944 | 12/31/2013 | Claims | 2 | 86917 | CHEVRON & TEXACO UNIVERSAL CARD | 30.33 | PD FUEL 11/29/13-12/28/13 |
| 8945 | 12/31/2013 | Claims | 2 | 86918 | CINTAS CORP #605 | 404.01 | SR CTR MOP & MAT SVC; SENIOR CENTER DUST/MOP; PD FLOOR MATS & SERVICE DEC 2013; FIRE DEPT UNIFORM CLEANING; FIRE DEPT UNIFORM CLEANING |
| 8946 | 12/31/2013 | Claims | 2 | 86919 | CLASSIC CAR WASH | 33.00 | PD CAR WASHES NOVEMBER 2013 |
| 8947 | 12/31/2013 | Claims | 2 | 86920 | CLASSIC PRINTING | 500.72 | UB STATEMENTS - 10/13 - 11/13; UB STATEMENTS DEC 2013 |
| 8948 | 12/31/2013 | Claims | 2 | 86921 | CLIFF'S SEPTIC SERVICE | 48.06 | REVERSE DUPLICATE PAYMENT; SERVICE TO YAP & FULLBRIGHT; 10.30.13 TO 11.30.13 |
| 8949 | 12/31/2013 | Claims | 2 | 86922 | COLUMBIA PAINT COMPANY | 94.68 | PRO PARK WB YELLOW |
| 8950 | 12/31/2013 | Claims | 2 | 86923 | CULLIGAN YAKIMA, WA | 29.53 | WATER SRVC DEC 2013 |
| 8951 | 12/31/2013 | Claims | 2 | 86924 | CUMMINS NORTHWEST INC | 347.98 | LEAKING COOLANT LINES/RADIATOR - E85; RADIATOR CAP - E85 |
| 8952 | 12/31/2013 | Claims | 2 | 86925 | DESIGNS LTD | 248.32 | PARADE T SHIRTS |
| 8953 | 12/31/2013 | Claims | 2 | 86926 | DEX WEST | 252.77 | MONTHLY BILLING-11/13 |
| 8954 | 12/31/2013 | Claims | 2 | 86927 | FASTENERS | 464.29 | WATER DEPARTMENT; SUPPLIES |
| 8955 | 12/31/2013 | Claims | 2 | 86928 | FEDERAL EXPRESS CORP | 66.10 | COMPUTER HARD DRIVES - BOHLMAN |
| 8956 | 12/31/2013 | Claims | 2 | 86929 | FIRE SERVICE BOOKSTORE | 83.92 | PUMPING APPARATUS DRIVER MANUAL & STUDY GUIDE |
| 8957 | 12/31/2013 | Claims | 2 | 86930 | FOWLER COMPANY HD | 15,553.26 | WATER PARTS; 11TH AVENUE WATER PROJECT; WATER SUPPLIES / PARTS; WATER SUPPLIES |
| 8958 | 12/31/2013 | Claims | 2 | 86931 | FRANKS OK TIRE STORE | 81.08 | TRAILER TIRE; FLAT REPAIR |
| 8959 | 12/31/2013 | Claims | 2 | 86932 | FUTURE LINK COMMUNICATIONS | 308.09 | AFTER HOUR TRANSFER AND NIGHT MODE; REMOVED TEMP SYSTEM @ COURT |

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|-------|------------|--------|--------|-------|-------------------------------------|-----------|--|
| 8960 | 12/31/2013 | Claims | 2 | 86933 | GALLS, LLC | 307.24 | DUTY BOOTS-KELLOGG, SANTUCCI |
| 8961 | 12/31/2013 | Claims | 2 | 86934 | GAP AUTO PARTS | 922.97 | WINTERIZATION PARTS & SUPPLIES; VEHICLE REPAIR; FOR JANITOR USE; BATTERY FOR FORD TAURUS; LAMP - E85 |
| 8962 | 12/31/2013 | Claims | 2 | 86935 | GE CAPITAL | 415.92 | TASKALFA 65001 01/01-01/31 2014 |
| 8963 | 12/31/2013 | Claims | 2 | 86936 | GEARJAMMER | 1,854.54 | PD FUEL DEC 1-15, 2013 |
| 8964 | 12/31/2013 | Claims | 2 | 86937 | GENE WEINMANN CONSULTING | 105.00 | PROFESSIONAL SERVICE AGREEMENT MONTHLY MINIMUM; MONTHLY SVC AGREEMENT |
| 8965 | 12/31/2013 | Claims | 2 | 86938 | GILLIHAN LAW OFFICE PLLC | 5,700.00 | PUBLIC DEFENDER SVC 12/13 |
| 8966 | 12/31/2013 | Claims | 2 | 86939 | HUIBREGTSE, LOUMAN ASSOC INC | 28,288.86 | PROFESSIONAL ENGINEERING & LAND SURVEYING SVCS; GENERAL SERVICES; 2013 |
| 8967 | 12/31/2013 | Claims | 2 | 86940 | HUMANE SOCIETY OF | 2,400.00 | PD ANIMAL CONTROL SERVICES DECEMBER 2013 |
| 8968 | 12/31/2013 | Claims | 2 | 86941 | IN TOUCH MARKETING | 7,376.91 | TOURISM PROMOTER/MANAGEMENT - 01/2014; GO WEST SUMMIT ACCOMODATIONS & FLIGHT |
| 8969 | 12/31/2013 | Claims | 2 | 86942 | INDEPENDENT WATER SERVICE INC | 13.36 | COOLER RENT/WATER JAN 2014/LATE FEE |
| 8970 | 12/31/2013 | Claims | 2 | 86943 | INTEGRA TELECOM | 70.40 | MONTHING BILLING; 1000 AHTANUM ROAD-12/13 |
| 8971 | 12/31/2013 | Claims | 2 | 86944 | INTERSTATE BATTERIES | 121.01 | 31P MHD FOR JOHN DEERE ROLLER |
| 8972 | 12/31/2013 | Claims | 2 | 86945 | JOHN DEERE FINANCIAL | 56.25 | INSULATED BIB OVERALLS FOR SERGIO |
| 8973 | 12/31/2013 | Claims | 2 | 86946 | JONS GOLF & SKI | 86.56 | PICK-UP AND DELIVER FOR PARADE |
| 8974 | 12/31/2013 | Claims | 2 | 86947 | KELLER SUPPLY CO | 222.69 | REPAIR PARTS; COUNCIL CHAMBERS (OLD LIBRARY) |
| 8975 | 12/31/2013 | Claims | 2 | 86948 | LASERTECH NORTHWEST | 421.43 | BLACK TONER - OKI; OKI MAGENTA/CYAN TONERS |
| 8976 | 12/31/2013 | Claims | 2 | 86949 | LAW OFFICES OF GEORGE T HANSEN PLLC | 1,995.00 | CONFLICT ATTORNEY; CONFLICT ATTORNEY |
| 8977 | 12/31/2013 | Claims | 2 | 86950 | LEXISNEXIS | 454.02 | 120XDH ONLINE SERVICES 11/30; 120XDH ONLINE SERVICES 07/13; 120XDH ONLINE SERVICES 09/30 |
| 8978 | 12/31/2013 | Claims | 2 | 86951 | LOWES COMPANY INC | 749.71 | STATION ITEMS; STATION ITEMS; STATION CLEANING ITEMS; SMOKE ALARMS (14); BATTERIES/STATION ITEMS/FAUCETS; RETURN - AM STANDARD FAUCETS |

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| 8979 | 12/31/2013 | Claims | 2 | 86952 | LOWES COMPANY INC | 818.30 | WINDOW WASH; REVERSE DUPLICATE PAYMENT; SUPPLIES; CHRISTMAS TREE GARLAND & EXTENSION CORD; LIGHTED PARADE; SUPPLIES; DURACELL D 8 COUNT X 2; CHRISTMAS PARADE SUPPLIES; CHRISTMAS PARADE SUPPLIES |
| 8980 | 12/31/2013 | Claims | 2 | 86953 | LOWES COMPANY INC | 497.33 | FACILITY SUPPLIES |
| 8981 | 12/31/2013 | Claims | 2 | 86954 | MAC DONALD CONCRETE | 990.20 | TRANSIT PADS |
| 8982 | 12/31/2013 | Claims | 2 | 86955 | MOBILE FLEET SERVICE INC | 371.60 | THERMOKING REFRIGERATION MAINTENANCE |
| 8983 | 12/31/2013 | Claims | 2 | 86956 | MORTON & SONS | 146.74 | SAWDUST FOR WATER METERS |
| 8984 | 12/31/2013 | Claims | 2 | 86957 | MORTON'S SUPPLY | 20.60 | SUPPLIES |
| 8985 | 12/31/2013 | Claims | 2 | 86958 | MUNICIPAL CODE CORPORATION | 700.00 | CODE OF ORDINANCES DEC 2013- NOV 2014 |
| 8986 | 12/31/2013 | Claims | 2 | 86959 | NATIONAL SAFETY INC | 286.74 | MSA ALTAIR 4 GAS MIX |
| 8987 | 12/31/2013 | Claims | 2 | 86960 | NOB HILL CLEANERS | 10.19 | PD UNIFORM CLEANING-MCNEARNEY |
| 8988 | 12/31/2013 | Claims | 2 | 86961 | NORTHWEST MAILING INC | 162.68 | IS 3 & 4 INK CARTRIDGE |
| 8989 | 12/31/2013 | Claims | 2 | 86962 | OFFICE DEPOT | 237.54 | PD OFFICE SUPPLIES-PENS, BATTERY, PAPER |
| 8990 | 12/31/2013 | Claims | 2 | 86963 | OFFICE DEPOT | 102.62 | CORD COVER, POST IT'S & EAR PHONES; SUPPLIES & COPIES OF TRAHO DRAFT REPORT |
| 8991 | 12/31/2013 | Claims | 2 | 86964 | OFFICE SOLUTIONS NORTHWEST | 508.32 | 52437-12/5; BINDER; PERFERATED PAPER, PENS; FAX TONER/ PAPER; HANGING DATA BINDER, PENS, PENCILS, LABELS |
| 8992 | 12/31/2013 | Claims | 2 | 86965 | OXARC INC | 112.42 | NITRILE GLOVES |
| 8993 | 12/31/2013 | Claims | 2 | 86966 | PACIFIC POWER | 18,335.62 | 455821810344-11/13; 455821810138-11/13; 455821810161-11/13; 455821810120-11/13; MONTHLY BILLING-11/13; AG MUSEUM 4508 MAIN ST; AG MUSEUM 4508 MAIN ST; 68 W WASHINGTON AVE-COURT |
| 8994 | 12/31/2013 | Claims | 2 | 86967 | PEPSI COLA - YAKIMA | 91.90 | PD WATER DELIVERY AND RENTAL 12-2013 |
| 8995 | 12/31/2013 | Claims | 2 | 86968 | PHILIPS HEALTHCARE | 720.22 | EVENT REVIEW ORG-WIDE LICENSE FOR AED |
| 8996 | 12/31/2013 | Claims | 2 | 86969 | POLLARDWATER.COM | 209.29 | JAKE MANHOLE COVER EXTRACTOR |
| 8997 | 12/31/2013 | Claims | 2 | 86970 | PPC SOLUTIONS, INC | 2,089.50 | COURT SECURITY 12/13 |
| 8998 | 12/31/2013 | Claims | 2 | 86971 | PRINT GUYS INC | 53.24 | BUSINESS CARDS - MARK CARNEY |
| 8999 | 12/31/2013 | Claims | 2 | 86972 | PROTECTION ONE | 67.16 | 102 W AHTANUM & 3106 S 1ST ST 12/01-12/31 |
| 9000 | 12/31/2013 | Claims | 2 | 86973 | REPUBLIC PUBLISHING CO | 504.97 | 110020; JOB AD; PW MAINTENANCE PERSONNEL |
| 9001 | 12/31/2013 | Claims | 2 | 86974 | RICOH USA INC (MAINTENANCE) | 353.88 | PD COPIER LEASE 12/11/13-01/10/14 |

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01/01/2013 To: 12/31/2013

| Trans | Date | Type | Acct # | War # | Claimant | Amount | Memo |
|-------|------------|--------|--------|-------|-----------------------------------|-----------|---|
| 9002 | 12/31/2013 | Claims | 2 | 86975 | RUSSELL CRANE SERVICE INC | 283.76 | LOAD & SET TREE |
| 9003 | 12/31/2013 | Claims | 2 | 86976 | SEA-WESTERN INC | 208.58 | MSA FIREHAWK BYPASS BODY |
| 9004 | 12/31/2013 | Claims | 2 | 86977 | SHELL OIL COMPANY | 145.33 | PD FUEL |
| 9005 | 12/31/2013 | Claims | 2 | 86978 | SHOPKO | 556.64 | WATER/GATORADE; CLEANING SUPPLIES |
| 9006 | 12/31/2013 | Claims | 2 | 86979 | SHUELS WHOLESALE LUMBER | 17.56 | LUMBER |
| 9007 | 12/31/2013 | Claims | 2 | 86980 | SIX ROBBLEES INC | 382.09 | MAINTENANCE SUPPLIES |
| 9008 | 12/31/2013 | Claims | 2 | 86981 | SMITH AUTO ELECTRIC | 53.58 | BATTERY NUT & BOLT |
| 9009 | 12/31/2013 | Claims | 2 | 86982 | SMITTY'S OUTDOOR POWER EQUIP | 524.19 | CHAINSAW - BR85 |
| 9010 | 12/31/2013 | Claims | 2 | 86983 | SOUTH EASTERN WA SVC CENTER OF | 188.66 | INTERPRETING SERVICES-COURT |
| 9011 | 12/31/2013 | Claims | 2 | 86984 | SPRINT ACCT #929468397 | 156.61 | MONTHLY BILLING; INV 11/29/13; PHONE ACCESSORIES |
| 9012 | 12/31/2013 | Claims | 2 | 86985 | SPRINT | 606.32 | PD PHONES 11/23/13-12/22/13 |
| 9013 | 12/31/2013 | Claims | 2 | 86986 | T C TRANSPORTATION SERVICES | 34,286.94 | DIAL A RIDE/FIXED BUS ROUTE-12/13 |
| 9014 | 12/31/2013 | Claims | 2 | 86987 | TACTICAL SUPPLY | 5,850.00 | PD PATROL RIFLES |
| 9015 | 12/31/2013 | Claims | 2 | 86988 | TELEDYNE ISCO INC | 1,166.40 | TUBING WITH COUPLERS |
| 9016 | 12/31/2013 | Claims | 2 | 86989 | THE TATTERED WINDOW LLC | 4,868.72 | NEW FLOORING - STATION 85 |
| 9017 | 12/31/2013 | Claims | 2 | 86990 | THERMEX VALLEY HEATING | 87.56 | PD HEAT REPAIR |
| 9018 | 12/31/2013 | Claims | 2 | 86991 | TRAHO ARCHITECTS PS | 6,565.00 | PHASE 1 SPACE & SITE PLAN |
| 9019 | 12/31/2013 | Claims | 2 | 86992 | TUMBLEWEED TABS | 216.29 | SR CTR BINGO SUPPLIES |
| 9020 | 12/31/2013 | Claims | 2 | 86993 | UNIFIRE | 166.04 | 16" SABRETOOTH CHAIN |
| 9021 | 12/31/2013 | Claims | 2 | 86994 | UNION GAP WATER FUND & SEWER | 1,646.65 | MONTHLY BILLING-11/25/13; 3007 2ND ST - DEC 2013; 107 W AHTANUM RD - DEC 2013; PD-WATER, SEWER, GARBAGE 11/21/13-12/20/13; 3103 2ND ST; 3106 1ST ST; 102 W AHTANUM RD; AG MUSEUM - 12/2013 |
| 9022 | 12/31/2013 | Claims | 2 | 86995 | UNION GAP | 181.36 | CHRISTMAS PARADE ESSAY CONTEST PRIZE; MAIN ST REVITALIZATION KICK-OFF; CHRISTMAS PARADE ESSAY CONTEST GIFT CARDS |
| 9023 | 12/31/2013 | Claims | 2 | 86996 | UNITED BUSINESS MACHINES | 127.60 | KYOCERA MITA/ KM 3050 3103 2ND ST; KYOCERA MITA/ KM-3050 |
| 9024 | 12/31/2013 | Claims | 2 | 86997 | US BANK CARDMEMBER SVC | 55.68 | DIRECTOR MTG MEAL |
| 9025 | 12/31/2013 | Claims | 2 | 86998 | US CELLULAR | 101.04 | UG TOURISM 957726640; TOURISM PROMOTER CELL 12/13 |
| 9026 | 12/31/2013 | Claims | 2 | 86999 | US LINEN & UNIFORM | 135.25 | REVERSE DUPLICATE PAYMENT; UNIFORM SERVICE; 12/02; 12/09; 12/16 |
| 9027 | 12/31/2013 | Claims | 2 | 87000 | VALLEY CYCLING & | 951.27 | DUMBBELLS & RACK/CABLE CROSS OVER |

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 12/31/2013

Time: 17:10:54 Date: 01/08/2014
Page: 6

| Trans | Date | Type | Acct # | War # | Claimant | Amount | Memo |
|-------|------------|--------|--------|-------|---------------------------------|-----------|---|
| 9028 | 12/31/2013 | Claims | 2 | 87001 | VALLEY LOCK & KEY SERVICE | 10.99 | DUPLICATE KEYS |
| 9029 | 12/31/2013 | Claims | 2 | 87002 | VANCE HEATING | 3,783.50 | 145,000 BTU UNIT HEATER |
| 9030 | 12/31/2013 | Claims | 2 | 87003 | VERIZON WIRELESS | 1,037.65 | CH CELL PHONE-OCT 07-NOV 06 2013; PD MDT MODEMS NOV 14- DEC 13, 2013 |
| 9031 | 12/31/2013 | Claims | 2 | 87004 | WA STATE DEPT OF TRANSPORTATION | 14,069.58 | S 12TH AVENUE BRIDGE #329 ACQUISITION & PROJECT MANAGEMENT; SIGNAL MAINT; S 12TH AVE BRIDGE ROW; MANUFACTURING & SHIPPING SIGNS |
| 9032 | 12/31/2013 | Claims | 2 | 87005 | WA STATE PATROL | 1,065.00 | ACCESS USER FEE OCT-DEC 2013 |
| 9033 | 12/31/2013 | Claims | 2 | 87006 | WAPATO POLICE DEPT | 21,609.00 | JAIL BILILNG NOVEMBER 2013 |
| 9034 | 12/31/2013 | Claims | 2 | 87007 | LYDIA M WAREHIME | 45.85 | SENIOR CENTER CHRISTMAS PARTY SUPPLIES |
| 9035 | 12/31/2013 | Claims | 2 | 87008 | SANDY WEHNES | 73.08 | Refund Utility Deposit |
| 9036 | 12/31/2013 | Claims | 2 | 87009 | WESTERN SCALE INC | 135.13 | PD SCALES RECALIBRATION 2013 |
| 9037 | 12/31/2013 | Claims | 2 | 87010 | WONDRACK DIST INC | 94.69 | FUEL - COMMUNITY DEVP VEHICLES_ACEVEDO/SPURLOCK |
| 9038 | 12/31/2013 | Claims | 2 | 87011 | YAKIMA CITY JAIL | 350.00 | PD JAIL BILLING AUGUST-DEC 2013 |
| 9039 | 12/31/2013 | Claims | 2 | 87012 | YAKIMA CITY TREASURER | 48,706.58 | WASTEWATER - 11/2013; BIOXIDE BILLING 11/2013; WEBSITE CREATION & IMPLEMENTATION |
| 9040 | 12/31/2013 | Claims | 2 | 87013 | YAKIMA CNTY PRINTING DEPT | 30.00 | MAIN ST POST CARDS/COMMENT CARDS 200EA |
| 9041 | 12/31/2013 | Claims | 2 | 87014 | YAKIMA COOPERATIVE ASSN | 3,291.23 | BULK PROPANE; JANITOR/CITY MANAGER; FIRE DEPT GAS CHARGES - DECEMBER 2013; CLERK/JANITOR 12/13 |
| 9042 | 12/31/2013 | Claims | 2 | 87015 | YAKIMA COUNTY AUDITOR | 72.00 | UTILITY LIEN |
| 9043 | 12/31/2013 | Claims | 2 | 87016 | YAKIMA COUNTY PUBLIC SERVICES | 187.38 | YARD WASTE & GARBAGE |
| 9044 | 12/31/2013 | Claims | 2 | 87017 | YAKIMA NETWORKING | 306.85 | NEW PC/MONITOR FOR CODE ENF M. ACEVEDO; PULLED HARD DRIVES FROM 3 MACHINES |
| 9045 | 12/31/2013 | Claims | 2 | 87018 | YAKIMA VALLEY VISITORS & | 21,000.00 | ANNUAL CONTRACT 2013 VCB/ YV SPORTS COMMISSION |
| 9046 | 12/31/2013 | Claims | 2 | 87019 | YAKIMA WELDERS SUPPLY INC | 11.03 | MEDICAL O2 CYLINDER RENTAL |

| | |
|------------------------------------|-----------|
| 001 Current Expense Fund | 91,394.04 |
| 101 Street Fund | 15,418.65 |
| 107 Convention Center Reserve Fund | 32,648.89 |
| 108 Tourism Promotion Area Fund | 4,626.91 |

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2013 To: 12/31/2013

Time: 17:10:54 Date: 01/08/2014

Page: 7

| Trans Date | Type | Acct # | War # | Claimant | Amount | Memo |
|------------|------|--------|-------|--|------------|--------------------|
| | | | | 114 Seniors Activity Fund | 145.71 | |
| | | | | 116 City Hall Building Reserve Fund | 6,604.69 | |
| | | | | 118 Municipal Capital Improvement Fund | 65.91 | |
| | | | | 121 Street Development Reserve Fund | 1,748.52 | |
| | | | | 124 Infrastructure Reserve Fund | 35,941.67 | |
| | | | | 128 Transit System Fund | 35,277.14 | |
| | | | | 131 Drug Seizure Forfeiture Fund | -199.82 | |
| | | | | 132 Community Events Fund | 925.05 | |
| | | | | 170 Housing Rehabilitation Fund | 105.00 | |
| | | | | 401 Water Fund | 25,365.03 | |
| | | | | 402 Garbage Fund | 76,766.91 | |
| | | | | 403 Sewer Fund | 50,513.75 | |
| | | | | 404 Water/Sewer Improvement Reserve | 630.15 | |
| | | | | 414 Water Deposits | 73.08 | |
| | | | | | <hr/> | |
| | | | | | 378,051.28 | Claims: 378,051.28 |

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

Certified By: _____ Date: _____

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



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Rod Otterness, City Manager
Topic / Issue: John Cooper, President and CEO of the Yakima Valley Visitors & Convention Bureau - Request for Council Appointment to Board.

SYNOPSIS: John Cooper, President and CEO of the Yakima Valley Visitors & Convention Bureau (YVVCB) will be present to request a Council appointment to the YVVCB Board.

RECOMMENDATION: N/A

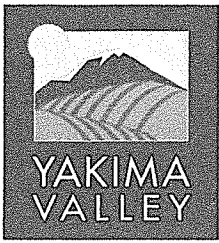
LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Letter dated January 8, 2014, from John Cooper, President and CEO of the YVVCB.



Yakima Valley
Visitors & Convention Bureau

10 North 8th Street
Yakima, WA 98901

T: 509-575-3010
F: 509-575-6252
800-221-0751
www.visityakima.com

January 8, 2014

TO: Union Gap City Council
FROM: John Cooper
RE: Ex-Officio Representation on Board

Mayor and Council:

Each year, the in-coming chair of the board for the Yakima Valley Visitors & Convention Bureau appoints ex-officios to the board, which are usually elected officials. Our current chair, Wanda Riel, would like for Roger Wentz to continue in that capacity to maintain continuity.

The term of office is January through December and it is a non-voting position.

Please consider our request and let us know the results of your decision as to who will be the representative for Union Gap.

Thank you.



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution – Technical Assistance Contract with Yakima Valley Conference of Governments for 2014

SYNOPSIS: The attached Technical Assistance Contract, with Yakima Valley Conference of Governments (YVCOG), allows the City to expedite the process in the event the City wishes to initiate a contract for planning or grant services that may be needed during 2014. This is the same contract the City adopted for in 2013, which is attached. The amount set for services in the 2014 contract is \$5,000.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to sign a contract with the Yakima Valley Conference of Governments (YVCOG) for technical assistance, to the City, in procuring development grants and other associated services.

LEGAL REVIEW: The City Attorney prepared the resolution.

FINANCIAL REVIEW: The YVCOG assessment costs are included in the 2014 Budget.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Letter dated November 14, 2013 from J. Page Scott
3. YVCOG Contract

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign a Professional Services Agreement with the Yakima Valley Conference of Governments (YVCOG) for technical assistance.

WHEREAS, the City of Union Gap from time to time requires professional planning assistance on technical matters where the City's staff does not have the time or resources to handle the matters themselves;

WHEREAS, the Yakima Valley Conference of Governments (YVCOG) has staff members with technical expertise available to assist the City as the need arises;

WHEREAS, the City of Union Gap wishes to enter into a contract with YVCOG for professional technical assistance that it may require from time to time;

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

The Interim City Manager is authorized to sign a Professional Services Agreement with the Yakima Valley Conference of Governments (YVCOG) for technical assistance as needed.

PASSED this 13th day of January, 2014.

City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

November 14, 2013

Rodney Otterness, City Administrator
City of Union Gap
PO Box 3008
Union Gap, WA 98903

SUBJECT: YVCOG Technical Assistance (TA) Contract for 2014

Dear Mr. Otterness:

Enclosed please find a proposed technical assistance (TA) contract between the YVCOG and the City of Union Gap. This contract was pre-approved by the YVCOG Executive Committee on October 21, 2013 to expedite the process in the event the City wishes to initiate a contract. The time of performance and dollar amount are not filled in. To initiate this contract, those figures will need to be included.

As you know, these TA contracts are generally used for YVCOG services that are difficult to develop specific scope of work. Typically, members use the TA contracts for current planning activities that are dependent upon the type and number of development applications a member jurisdiction will receive. Other types of uses for these TA contracts are for assistance with time sensitive projects (e.g. grant applications) where a specific scope of work can be developed quickly and approved by Council on short notice. Whenever your needs are more long term or specific to a project (e.g. comprehensive plan updates) we like to use a Professional Services contract format with a detailed scope of work with identified deliverables and timelines.

When the TA contract is entered into with a sum of your determination, the funds will only be drawn down based upon YVCOG services performed at the City of Union Gap's request. If no assistance is requested during the year, or assistance does not require the total sum budgeted, the remaining contract balance will remain unused and available for the City's discretion.

If you anticipate needing YVCOG assistance or services in 2014, please present this contract to your Council for discussion and approval. If approved, please return two (2) signed originals and we will return one original once signed by the YVCOG Executive Committee Chair.

Please call if you have any questions. If you would like me to attend a Council meeting to provide additional information, I would be pleased to do so. As always, the YVCOG looks forward to assisting you with your planning needs.

Sincerely,


J. Page Scott
Executive Director

JPS:tdh

Enclosure

cc: Roger Wentz, Mayor
Karen Clifton, City Treasurer

CITY OF UNION GAP
TECHNICAL ASSISTANCE CONTRACT NO. 010114UG

THIS CONTRACT, entered into this ____ day of _____, _____ by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by _____, Conference Chair, acting hereunto duly authorized, and the City of Union Gap, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by _____, City Administrator, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:
 - 1.1 Develop or assist in development of grant applications for community projects as requested by the City Administrator;
 - 1.2 Assist the City in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the City Administrator;
 - 1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.
2. Time of Performance. The services provided by the Conference pursuant to this contract shall commence on _____, _____, and shall end on _____, _____.
3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.
4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City hereunder shall not exceed \$ _____ for all services required. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the

Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to the City for payment based upon work completed for the City. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either the City or the conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement for the year _____, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

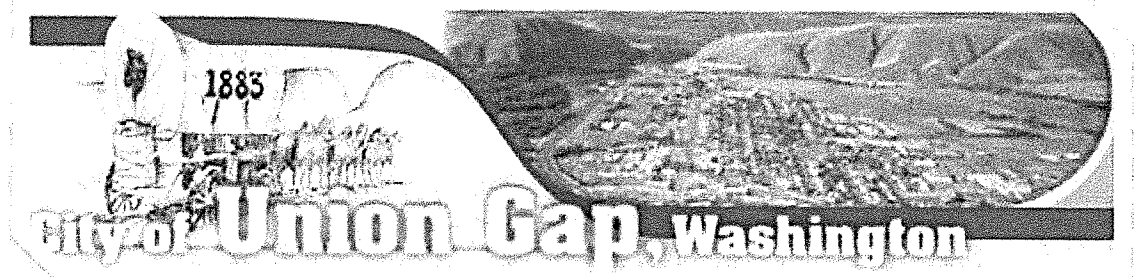
CITY OF UNION GAP
YAKIMA COUNTY

BY: _____
Conference Chair

BY: _____
City Administrator

ATTEST: _____
Secretary

ATTEST: _____



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Dennis Henne, Public Works Director
Topic/Issue: Resolution – Main Street Stormwater Improvement -
Department of Ecology 2014 Stormwater Grant
Program Proviso Funding Agreement

SYNOPSIS: The purpose of this Contract between the City and the Department of Ecology is to provide funds to assist in the elimination or treatment of stormwater discharged to Spring Creek from the Main Street Phase I project. The grant amount is \$495,000.

RECOMMENDATION: Adopt Resolution

LEGAL REVIEW: Resolution was prepared by City Attorney

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Department of Ecology 2014 Stormwater Grant Program Proviso Grant No. G1400461

CITY OF UNION GAP, WASHINGTON
RESOLUTION No. _____

A **RESOLUTION** authorizing the City Manager to an Agreement with the Washington State Department of Ecology for FY 2014 a Stormwater Grant for the Main Street Stormwater Improvements project.

WHEREAS, the Washington Department of Ecology can facilitate the distribution of grant money funds to the City of Union Gap for its use in improving stormwater management and water quality protection with the development and implementation of a stormwater management programs and for various projects targeting stormwater drainage issues;

WHEREAS, the City of Union Gap has identified existing drainage facilities on Main Street between Second Street and Franklin Street that discharge untreated stormwater directly into Spring Creek a tributary of Yakima River, which can be eliminated or addressed through Best Management Practices;

WHEREAS, the City of Union Gap would like to obtain Stormwater Grant moneys to help in addressing the drainage issue identified on Main Street and in order to participate in such funding, the City of Union Gap must comply with various requirements as set forth in the document entitled "FY 2014 Stormwater Grant Program Proviso – Funding Agreement between the State of Washington Department of Ecology and City of Union Gap";

WHEREAS, it is the desire of the City Council to enter into the agreement for the purpose of obtaining the grant funding;

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

That the City Manager is authorized to sign an Agreement with the Washington State Department of Ecology for FY 2014 a Stormwater Grant for the Main Street Stormwater Improvements project.

PASSED this 13th day of January, 2014.

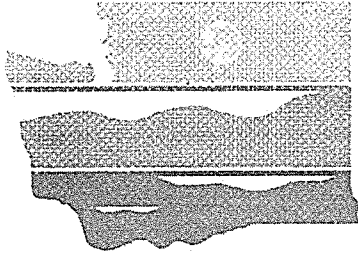
City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



DEPARTMENT OF
ECOLOGY
 State of Washington

FY 2014 STORMWATER GRANT PROGRAM PROVISIO
 FUNDING AGREEMENT
 BETWEEN
 THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
 AND
 CITY OF UNION GAP

GRANT AGREEMENT NUMBER
 G1400461

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FY 2014 STORMWATER GRANT PROGRAM PROVISIO
Funding Agreement
Between
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF UNION GAP

THIS is a binding agreement between the state of Washington Department of Ecology (DEPARTMENT) and the City of Union Gap (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

PART I. GENERAL INFORMATION

| | |
|--------------------------------|-------------------------------------|
| Project Title: | Main Street Stormwater Improvements |
| Grant Number: | G1400461 |
| State Fiscal Year: | FY 2014 |
| Total Project Cost: | \$495,000 |
| Total Eligible Cost: | \$495,000 |
| DEPARTMENT Share: | \$495,000 |
| RECIPIENT Share: | \$0 |
| DEPARTMENT Maximum Percentage: | 100 % |

RECIPIENT Information

| | |
|-----------------------------|--|
| RECIPIENT Name: | Dennis Henne |
| Mailing Address: | 102 W. Ahtanum Road Union Gap, WA 98903 |
| Federal Taxpayer ID Number: | 91-6001287 |
| PROJECT Manager: | Dennis Henne |
| Email Address: | ugpwdirector@cityofuniongap.com |
| Phone Number: | 509-248-0432 |
| PROJECT Financial Officer: | Karen Clifton, City Treasurer |
| Email Address: | ugtreasurer@cityofuniongap.com |
| Phone Number: | 509-248-0432 |

DEPARTMENT Contact Information

Project Manager:

Janel Bistrika

Email Address:

janel.bistrika@ecy.wa.gov

Phone Number:

509-454-7277

Address:

Northwest

WA State Department of Ecology
Northwest Regional Office
3190 160th Ave SE
Bellevue, WA 98008-5452
Fax (425) 649-7098

Central

WA State Department of Ecology
Central Regional Office
15 West Yakima Ave, Suite 200
Yakima, WA 98902-3452
Fax (509) 575-2809

Southwest

WA State Department of Ecology
Southwest Regional Office
P.O. Box 47775
Olympia, WA 98504-7775
Fax (360) 407-6305

Eastern

WA State Department of Ecology
Eastern Regional Office
N. 4601 Monroe
Spokane, WA 99205-1295
Fax (509) 329-3570

Bellingham

WA State Department of Ecology
Bellingham Field Office
1440 10th Street, Suite 102
Bellingham, WA 98225
Fax (360) 715-5225

Headquarters

WA State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600
Fax (360) 407-6426

Project Engineer:

Doug Howie

Email Address:

douglas.howie@ecy.wa.gov

Phone Number:

360-407-6444

Financial Manager:

Jessica Schwing

Email Address:

jessica.schwing@ecy.wa.gov

Phone Number:

360-407-6216

Fax Number:

360-407-7151

Address:

WA State Department of Ecology
Water Quality Program, FMS
P.O. Box 47600
Olympia, WA 98504-7600

CHECK ALL THAT APPLY:

- FY 2014 Stormwater Grant Program Proviso (state funds): Yes
Amount: \$495,000, Funded with Local Toxics Control Account – State
- Increased Oversight? Yes No

The effective date of this agreement is the **July 1, 2013**.

This agreement expires: June 30, 2015.

Post Project Assessment date – three years after the expiration date of the agreement (see Post Project Assessment in Attachment I): June 30, 2018

PART II. PROJECT SUMMARY

This project will address water quality for the state of Washington. Through implementation of this project, the RECIPIANT will identify existing drainage facilities on Main Street between Second Street and Franklin Street that discharge untreated stormwater directly into Spring Creek, a tributary of the Yakima River. Stormwater discharge will be eliminated or treated through the installation of Best Management Practices(BMPs). Completion of the project will result in the infiltration and treatment of stormwater run-off from 2.98 acres of urban land within the City of Union Gap.

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PART III. PROJECT BUDGET

| Main Street Stormwater Improvements | | |
|---|--------------------|-----------------------------|
| TASKS/ELEMENTS | TOTAL PROJECT COST | **TOTAL ELIGIBLE COST (TEC) |
| 1 - Project Administration/Management | \$10,000 | \$10,000 |
| 2 - Design Plans and Specifications | \$38,600 | \$38,600 |
| 3 - Construction Management | \$55,400 | \$55,400 |
| 4 - Construction | \$391,000 | \$391,000 |
| Total | \$495,000 | \$ 495,000 |
| ** The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost. | | |
| MATCHING REQUIREMENTS | | |
| DEPARTMENT Share: maximum 100% of TEC | | \$495,000 |

PART IV. PROJECT GOALS AND OUTCOMES

- A. Financial Assistance Water Quality Project Goals: The overall goals of this project are focused on the protection of Yakama River and include one or more of the following:
- Stormwater System Retrofit
 - Low Impact Development Best Management Practices (BMP)
 - Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, healthy waters prevented from being degraded.
- B. Water Quality and Environmental Outcomes: The following are the anticipated water quality and environmental improvements from the project.
1. Untreated stormwater from 2.98 acres of developed area within the City of Union Gap will be prevented from reaching the Yakima River.
- C. Performance Items and Deliverables: The following are the anticipated action items that will play an integral role in implementation of the project.
1. Identify existing drainage facilities on Main Street between Second Street and Franklin Street that discharge untreated stormwater directly into Spring Creek.

2. Install infiltration or treatment Best Management Practices to treat or eliminate this discharge to Spring Creek.

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Required Performance:

1. Administer and manage the project and records.
2. Submit all required requests for reimbursement and corresponding backup documentation, progress reports, 2-page Project Outcomes Summary, and recipient Final Report and performance items, in a timely manner.

Task 2 – Design Plans and Specifications

- A. The RECIPIENT will submit to the DEPARTMENT's Project Manager, a copy of the State Environmental Review Act (SEPA) Lead Agency's signed and dated SEPA determination.
- B. During the planning and design stage and prior to any ground disturbing activities, the RECIPIENT will submit to the DEPARTMENT's Project Manager one of the following:
 - a. If Cultural Resources Review (Executive Order 05-05) is complete, a copy of the letter of concurrence from the Department of Archaeology and Historic Preservation (DAHP) and correspondence from any tribes.
 - b. If Cultural Resources Review (Executive Order 05-05) is not complete, the RECIPIENT will submit a DAHP EZ-1 form to the DEPARTMENT's Project Manager to initiate review of project activities by DAHP and tribal governments.

- C. The RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT for review. At its discretion, the DEPARTMENT may request 60 percent complete design plans for review. Based on receipt of the Pre-design report or the 60 percent complete design plans, the DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The RECIPIENT agrees to respond to the DEPARTMENT's comments prior to project construction. The DEPARTMENT reserves the right to refuse payment for project elements that are inconsistent with the appropriate design criteria and grant requirements.
- D. Prior to advertising for contractor bids, the RECIPIENT will submit two hard copies and one digital copy of the final plans and specifications to the DEPARTMENT's Project Manager for review. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements. The RECIPIENT must justify significant deviations from the following:
1. The appropriate guidance manual below depends on the region that your project is conducted:
Stormwater Management Manual for Eastern Washington (SWMMEW), both can be found at:
<http://www.ecy.wa.gov/programs/wq/stormwater/tech.html>, or
Eastern WA LID Low Impact Development Guidance Manual, or
<http://www.wastormwatercenter.org/eastern-washington-lid-manual>
 2. Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
 3. Good engineering practices and generally recognized engineering standards.
 4. The project pre-design report.
- E. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal to the DEPARTMENT.
- F. The RECIPIENT will prepare and submit a projected construction schedule to the DEPARTMENT.
- G. The RECIPIENT will submit to the DEPARTMENT a current, updated construction cost estimate and updated project schedule, along with each plans and specifications submittal.
- H. The RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be legible.

Required Performance:

1. Submit a copy of the signed and dated SEPA determination to the DEPARTMENT.

2. Submit a copy of either: 1) Letter of Concurrence from DAHP; or, 2) the DAHP EZ-1 form, for DEPARTMENT coordination on compliance with Executive Order 05-05.
3. Submit a Pre-design report to the DEPARTMENT.
4. Submit final plans and specifications to the DEPARTMENT, which includes the DEPARTMENT's Bid Specification Clauses inserts found at:
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Task 3 – Construction Management

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to the DEPARTMENT before the start of construction. This plan must describe how adequate and competent construction oversight will be performed.
- C. The RECIPIENT will submit a construction schedule to the DEPARTMENT within 30 days of the start of construction. The construction schedule will be revised and/or updated whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the construction schedule to the DEPARTMENT with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, revised cash flow projections must also be submitted to the DEPARTMENT.
- D. Prior to execution, the RECIPIENT will submit eligible change orders that are a significant deviation from the DEPARTMENT reviewed plans and specifications in writing for DEPARTMENT review and approval for payment. All other change orders must be approved by the DEPARTMENT for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to the DEPARTMENT for approval.
- E. The RECIPIENT will maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance plan for the stormwater treatment and low impact development (LID) features. The operation and maintenance plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The operation and maintenance plan must also address long term activities to assure ongoing pollutant removal and flow-control capability of the project. (See *Stormwater Management Manual for Eastern Washington Appendix 5A*).
- E. Upon completion of construction, the RECIPIENT will provide to the DEPARTMENT's Project Manager a Stormwater Construction Completion Form signed by a professional engineer, indicating that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion form can be found at:
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Required Performance:

1. Submit the project construction quality assurance plan to the DEPARTMENT.
2. Submit the construction schedule to the DEPARTMENT.
3. Submit an Operations and Maintenance plan to the DEPARTMENT.
4. Submit the signed and dated Stormwater Construction Completion Form to the DEPARTMENT.

Task 4 – Construction

- A. The RECIPIENT will, in accordance with the DEPARTMENT reviewed plans and specifications, construct approved infiltration and treatment Best Management Practices.
- B. The RECIPIENT will submit to the DEPARTMENT's Project Manager a copy of the construction contract within 30 days of execution.

Required Performance:

1. Submit a copy of the bid documents (e.g. bid announcement, bid award, bid tabulations) to the DEPARTMENT.
2. Submit a copy of the construction contract to the DEPARTMENT.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Adjusted Construction Budget. The construction budget, as reflected in the agreement, will be adjusted once actual construction bids are received.

If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve, if funding is available and through formal amendment to this agreement, funding increases for up to ten percent of the engineer's original estimate.

If the low responsive responsible construction bid(s) come in lower than the engineer's estimate of construction costs, the DEPARTMENT may reduce the grant amount.

- B. Change Orders. If funding is available, the DEPARTMENT may approve, through formal amendment to this agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).
- C. Documents for Review. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.
- D. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.
- E. Use of Force Account. In the event the RECIPIENT elects to use its own forces to accomplish eligible project work, the RECIPIENT acknowledges that it has the legal

authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT must track and report the force account work submitted to the DEPARTMENT for reimbursement.

PART VII. ALL WRITINGS CONTAINED HEREIN

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement.
- Attachment I: General Project Management Requirements.
- Attachment II: General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Recipients of Ecology Grants and Loans" (Yellow Book).
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable statutes and regulations.

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereby sign this agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF UNION GAP

KELLY SUSEWIND, P.E., P.G. DATE
WATER QUALITY PROGRAM MANAGER

RODNEY OTTERNESS DATE
CITY MANAGER

Approved As To Form:
Office of the Attorney General

**ATTACHMENT I: General Project Management Requirements
for the FY 2014 Stormwater Grant Program Proviso
Funding Agreement**

A. ARCHEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to meet Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at:

<http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm> and
http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance_000.pdf.

B. EDUCATION AND OUTREACH

RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

RECIPIENT must also check the Washington Waters website http://www.ecy.wa.gov/washington_waters/index.html for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy on a CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, and media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including drawings, photographs, or printouts of the product.

RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, then the RECIPIENT must produce all public outreach materials, pamphlets, fliers, meeting notices, reports, and other educational materials in English and in the other prevalent language.

C. EQUIPMENT PURCHASE

RECIPIENT must get written, prior approval from the DEPARTMENT for any equipment purchase.

D. FUNDING RECOGNITION

RECIPIENT must inform the public about DEPARTMENT funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

E. INCREASED OVERSIGHT

If this project is selected for increased oversight, the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

F. INDIRECT RATE

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

G. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.

- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

H. PAYMENT REQUEST SUBMITTALS

Payment Request Submittals. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Reporting Eligible Costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Copies of all applicable forms must be included with an original A19-1A, and must be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>.

| Required Forms: | Where Eligible Costs Have Incurred: |
|----------------------------------|-------------------------------------|
| Form A19-1A (original signature) | Form E (ECY 060-12) |
| Form B2 (ECY 060-7) | Form F (ECY 060-13) |
| Form C2 (ECY 060-9) | Form G (ECY 060-14) |
| Form D (ECY 060-11) | Form H (F-21) |
| | Form I (ECY 060-15) |

I. POST PROJECT ASSESSMENT

RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

J. PROCUREMENT

RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

K. PROGRESS REPORTS

RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The RECIPIENT must also attach all landowner agreements signed during the respective quarter to each progress report.

Reporting Periods. Quarterly progress reports are due 15 days following the end of the quarter:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

L. REQUIRED DOCUMENT SUBMITTALS

RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion report – 1 copy.
- Electronic copy of final project completion report – 1 copy.
- Final project completion report – 1 copy.
- Educational products developed under this agreement – up to 2 copies.

- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT).
- Interlocal agreements – 1 copy for the DEPARTMENT’s Project/Financial Manager.
- Professional services procurement agreements – 1 copy to the DEPARTMENT’s Project/Financial Manager.

M. SPECIAL CONDITION FOR SNOHOMISH COUNTY AND KING COUNTY

For either Snohomish County or King County: When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein will preclude the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

N. WATER QUALITY MONITORING

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology’s *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

RECIPIENT must submit the QAPP to the DEPARTMENT’s project manager for review, comment, and must be approved before starting the environmental monitoring activities.

RECIPIENT must use an environmental laboratory accredited by the DEPARTMENT to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology’s Environmental Assessment Program’s website, available at:

<http://www.ecy.wa.gov/programs/eap/labs/search.html>

RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the “ten-year rule.” The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to the DEPARTMENT through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:

<http://www.ecy.wa.gov/eim>

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

eim_data_coordinator@ecy.wa.gov

If GIS data is collected, the DEPARTMENT's data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

ATTACHMENT II: General Terms And Conditions
Pertaining To Grant And Loan Agreements Of The Department Of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.
2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed

upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. SUSPENSION

The obligation of DEPARTMENT to make payments is contingent on the availability of funds. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, DEPARTMENT may elect to renegotiate the agreement subject to new funding limitations and conditions or terminate the agreement, in whole or part. DEPARTMENT may also elect to suspend performance of the agreement until such time as DEPARTMENT determines that the funding insufficiency is resolved in lieu of terminating the agreement. DEPARTMENT will provide written notice to RECIPIENT if funding is not available.

SS-010 Rev. 04/04



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution - WSDOT Turnback (TB5-0060) Agreement Amendment No. 1 - Valley Mall Boulevard Interchange

SYNOPSIS: The City & WSDOT entered into a Turnback Agreement on April 22, 2010. The agreement needs to be amended to modify the turnback line to reflect the actual area that is subject to the turnback.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to sign an amendment to Turnback Agreement TB5-0060 with the Washington State Department of Transportation.

LEGAL REVIEW: The City Attorney prepared the resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. WSDOT Turnback Agreement (TB5-0060) Amendment No. 1

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign an amendment to Turnback Agreement TB5-0060 with the Washington State Department of Transportation.

WHEREAS, the City of Union Gap and the Washington Department of Transportation entered into a turnback agreement on April 22, 2010 related to the SR 82 and Valley Mall Boulevard Interchange Project;

WHEREAS, the agreement needs to be amended to modify the turnback line to reflect the actual area that is subject to the turnback;

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

The City Manager is authorized to sign an amendment to Turnback Agreement TB5-0060 with the Washington State Department of Transportation.

PASSED this 13th day of January, 2014.

City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

South Central Region
2809 Rudkin Road
Union Gap, WA 98903-1648
509-577-1600 / FAX: 509-577-1603
TTY: 1-800-833-6388
www.wsdot.wa.gov

RECEIVED
DEC 31 2013

CITY OF UNION GAP

December 26, 2013

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

RE: Turnback Agreement TB5-0060, Amendment No. 1
SR 82 Valley Mall Blvd Interchange

Dear Mr. Henne:

The Washington State Department of Transportation (WSDOT) and the City of Union Gap entered into Turnback Agreement, TB5-0060 on April 22, 2010.

Since then, WSDOT has revised the Turnback Line at Station SL 25+27 to extend to the north R/W limit on sheet 4 of Exhibit A to TB 5-0060. Exhibit A Sheet 4 of 4 Sheets is hereby deleted and replaced with the attached Exhibit A-1 Sheet 4 of 4 Sheets.

This letter serves as an amendment to the original agreement.

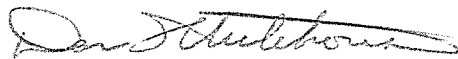
Enclosed are two original copies of this amendment package. If the City of Union Gap agrees to this change, please sign the City Acceptance, Amendment No. 1 statement below. Return one copy to WSDOT and retain the other copy for your records.

Once the City accepts this Amendment No. 1, this letter will serve to modify the October 2, 2012 written notice of transfer of all maintenance and operation of the

roadway facilities and rights of way covered by this agreement amendment, to the City of Union Gap effective as of the date of the last signature on the City Acceptance, Amendment No. 1. All maintenance, operation and reconstruction of the TB5-0060 areas in this agreement as amended become the responsibility of the City of Union Gap.

As a reminder, all funds generated by roadway property covered by this agreement must be utilized for road and street purposes. If you have any questions regarding this amendment, please contact, Jamil Anabtawi, at 509-577-1785 or by email at Anabtaj@wsdot.wa.gov.

Sincerely,



Don Whitehouse
Region Administrator

CITY ACCEPTANCE, Amendment No. 1

The City of Union Gap agrees to amend
Turnback Agreement TB5-0060 as follows:

SR 82, Valley Mall Blvd Interchange, Exhibit A, Sheet 4 of 4 Sheets is replaced by the attached Exhibit A-1, Sheet 4 of 4 Sheets. All other terms and conditions of the original agreement shall remain in full force and effect.

Sign name: _____

Title: _____

Date: _____

DW:dj
Enclosure: Exhibit A-1, Sht 4 of 4

cc: Troy Suing, ARA Planning and Program Management
Les Turnley, Selah Maintenance
Jeff Minnick, P.E. C-7858



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution - Transportation Improvement Board (TIB); Fuel Tax Grant Funds Arterial Preservation Project; 3-E-181(002)-1

SYNOPSIS: The City of Union Gap has received a \$240,000 grant from the Washington State Transportation Improvement Board (TIB) for the FY 2015 Arterial Preservation Project, Multiple Locations.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to sign an agreement between the Washington State Transportation Improvement Board and the City of Union Gap relating to Fuel Tax Grant funds for the FY 2015 Arterial Preservation Project.

LEGAL REVIEW: The City Attorney prepared the resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. TIB Agreement – Arterial Preservation Project Grant; 3-E-181(002)-1

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign an agreement between the Washington State Transportation Improvement Board and the City of Union Gap relating to Fuel Tax Grant funds for the FY 2015 Arterial Preservation Project.

WHEREAS, the City of Union Gap has received Transportation Improvement Board (TIB) funds in the amount of \$240,000 for use with the City's FY 2015 Arterial Preservation Project;

WHEREAS, in order to receive the funds for its project the City must agree to the terms set forth in the Fuel Tax Grant Agreement, State of Washington Transportation Improvement Board and City of Union Gap Agreement;

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

The City Manager is authorized to sign a Fuel Tax Grant Agreement between the State of Washington Transportation Improvement Board and the City of Union Gap related to the FY 2015 Arterial Preservation Project.

PASSED this 13th day of January, 2014.

City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



City of Union Gap
3-E-181(002)-1
FY 2015 Arterial Preservation Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Union Gap
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2015 Arterial Preservation Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Union Gap, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$240,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution - Transportation Improvement Board (TIB) – Main Street;
Second St to Franklin St; P-E-181(P01)-1

SYNOPSIS: The City of Union Gap has received a \$357,496 grant from the Washington State Transportation Improvement Board (TIB) for the Main Street Second St to Franklin St TIB Project FY 2015 Arterial Preservation Project, Multiple Locations.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to sign an agreement between the Washington State Transportation Improvement Board and the City of Union Gap relating to Fuel Tax Grant funds for the Main Street - Second Street to Franklin Street project.

LEGAL REVIEW: The City Attorney prepared the resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. TIB Agreement – Main Street Second St to Franklin Street; P-E-181(P01)-1

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign an agreement between the Washington State Transportation Improvement Board and the City of Union Gap relating to Fuel Tax Grant funds for the Main Street, Second Street to Franklin Street, project.

WHEREAS, the City of Union Gap has received Transportation Improvement Board (TIB) funds in the amount of \$357,496 for use with the Main Street, Second Street to Franklin Street, project;

WHEREAS, in order to receive the funds for its project the City must agree to the terms set forth in the Fuel Tax Grant Agreement, State of Washington Transportation Improvement Board and City of Union Gap Agreement;

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

The City Manager is authorized to sign a Fuel Tax Grant Agreement between the State of Washington Transportation Improvement Board and the City of Union Gap related to the Main Street, Second Street to Franklin Street, Project.

PASSED this 13th day of January, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



City of Union Gap
P-E-181(P01)-1
Main Street
Second St to Franklin St

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Union Gap
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Main Street, Second St to Franklin St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Union Gap, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$357,496 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

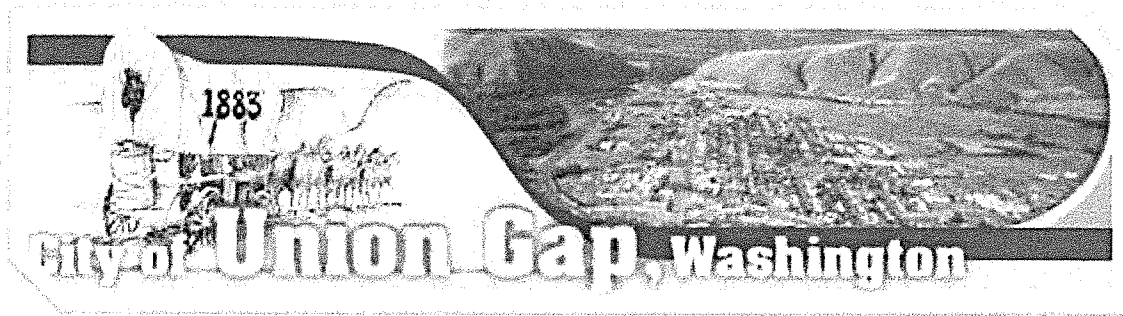
Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution - Appoint YVCOG General Membership Members & Alternates

SYNOPSIS: Annually the City appoints members and alternates to represent the community as voting members of the YVCOG General Membership.

Appointment of one (1) voting representative elected official, one (1) voting alternate elected or appointed official and one (1) Planning Commission member is requested.

RECOMMENDATION: Adopt a Resolution appointing _____ to serve on YVCOG as the City of Union Gap's elected official, _____ to serve as the alternate elected or appointed official and _____ to serve as Planning Commission Member.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: Current voting representatives are Roger Wentz (Elected Official), Dave Matson (Alternate Elected or Appointed Official), and Mike Moore (Planning Commission Member).

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. 2014 YVCOG General Membership Members and Alternates

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** appointing _____ to serve on Yakima Valley Conference of Governments (YVCOG) as the City of Union Gap's voting representative elected official and appointing _____, to serve as an alternate, and _____ to serve as Planning Commission Member.

WHEREAS, Yakima Valley Conference of Governments is a group of business owners and non-profit organizations and a elected officials from upper Yakima Valley cities, Yakima County, and State government, whose focus is to encourage economic vitality for the upper Yakima County region through transportation system improvements;

WHEREAS, the City of Union Gap, can appoint on elected official to serve as a voting member on TRANS-Action and can appoint two alternates;

WHEREAS, Roger Wentz has been serving as the City of Union Gap's appointed delegate with Dan Olson and Dennis Henne serving as alternates:

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

Section 1. The Council hereby appoints _____ to serve on TRANS-Action as the City of Union Gap's elected delegate.

Section 2. The Council hereby appoints _____, and _____ to serve as alternates.

PASSED this 13th day of January, 2014.

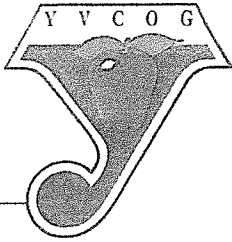
City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney




YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

311 North 4th Street, Suite 202 • Yakima, Washington 98901
509-574-1550 • FAX 574-1551
website: www.yvcog.org

MEMORANDUM

TO: YVCOG Member Jurisdictions

FROM: J. Page Scott
Executive Director 

DATE: December 3, 2013

RE: 2014 YVCOG General Membership
Member and Alternate Designation

RECEIVED
DEC 11 2013
CITY OF UNION GAP

It is time once again to appoint members and alternates to represent your community as voting members of the YVCOG General Membership. As outlined in Article IV of the YVCOG Articles of Association, and according to the YVCOG Bylaws, these appointments shall be submitted to the YVCOG Chair ten (10) days prior to the annual meeting, which will fall on Wednesday, January 15, 2014.

Members and Alternates must be chosen from elected officials. However, the legislative bodies of towns or code cities with populations under 3,000 are entitled to appoint an employee of the city empowered to vote by proxy in the event their regular representative or alternate cannot attend a meeting.

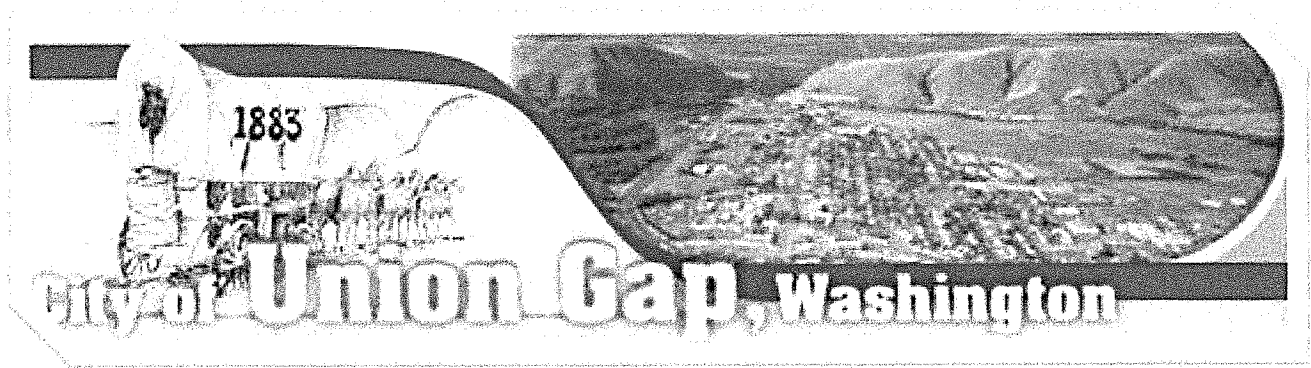
Please complete the attached form and return to our office at 311 N. 4th Street, Suite 202, Yakima, WA 98901, or FAX to 509-574-1551 no later than January 3, 2014.

Thank you.

JPS:tdh
Enclosure

MEMBER JURISDICTIONS

Grandview • Granger • Harrah • Mabton • Moxee • Naches • Selah
Sunnyside • Tieton • Toppenish • Union Gap • Wapato • Yakima • Yakima County • Zillah



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Dennis Henne, Director of Public Works & Community Development
Topic / Issue: Resolution - Appoint TRANS-Action Voting Delegate & Alternates

SYNOPSIS: TRANS-Action is a group of elected officials, local business owners, non-profit organizations, upper valley cities, Yakima County and state officials. The main focus is encouraging economic vitality for the Upper Yakima County Region through transportation system improvements.

TRANS-Action members provide education, outreach and technical support locally, and in Olympia and Washington D.C., meeting with our local and state legislators to education them on our priority transportation projects. Appointment of one (1) voting elected official delegate & two (2) alternates to the TRANS-Action Committee is requested.

RECOMMENDATION: Adopt a Resolution appointing _____ to serve on TRANS-Action as the City of Union Gap's elected delegate and appointing _____, and _____ to serve as alternates.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: Current Voting Delegate is Dennis Henne and Alternate is shared by Roger Wentz & Dan Olson.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Resolution

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** appointing _____ to serve on TRANS-Action as the City of Union Gap's elected delegate and appointing _____, and _____ to serve as alternates.

WHEREAS, TRANS-Action is a group of business owners and non-profit organizations and a elected officials from upper Yakima Valley cities, Yakima County, and State government, whose focus is to encourage economic vitality for the upper Yakima County region through transportation system improvements;

WHEREAS, the City of Union Gap, can appoint on elected official to serve as a voting member on TRANS-Action and can appoint two alternates;

WHEREAS, Roger Wentz has been serving as the City of Union Gap's appointed delegate with Dan Olson and Dennis Henne serving as alternates:

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

Section 1. The Council hereby appoints _____ to serve on TRANS-Action as the City of Union Gap's elected delegate.

Section 2. The Council hereby appoints _____, and _____ to serve as alternates.

PASSED this 13th day of January, 2014.

City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution - Hearing Examiner Professional Services Contract

SYNOPSIS: The City's Municipal Code provides that certain land use appeals and hearings be conducted before a Hearing Examiner; the City has been using the services of Gary Cuillier and wishes to continue using his services.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to sign a Professional Services Contract for Hearing Examiner with Gary Cuillier.

LEGAL REVIEW: The City Attorney prepared the resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Hearing Examiner Professional Services Contract

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Professional Services Contract for Hearing Examiner with Gary Cuillier.

WHEREAS, the City's Municipal Code provides that certain land use appeals and hearings be conducted before a Hearing Examiner;

WHEREAS, the City has been using the services of Gary Cuillier as its Hearing Examiner and desires to continue to use his services;

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

The City Manager is authorized to sign a Professional Services Contract with Gary Cuillier for Hearing Examiner services.

PASSED this 13th day of January, 2014.

City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

CITY OF UNION GAP
HEARING EXAMINER PROFESSIONAL SERVICES CONTRACT
FOR
JANUARY 1, 2014 – DECEMBER 31, 2014

PARTIES:

The parties to this contract are CITY OF UNION GAP, ("City" herein), and Gary Cuillier, ("Cuillier" or "Hearing Examiner" herein).

RECITALS:

1. The City has adopted a Hearing Examiner system for certain land use matters.

2. Cuillier has experience in land use matters, having appeared before the local hearing examiner, and has represented and advised local municipalities concerning land use matters.

AGREEMENT:

1. **Engagement of Hearing Examiner.** The City hereby hires Cuillier, and Cuillier agrees to serve, as Hearing Examiner for the purposes set forth herein.

2. **Character and Extent of Services.** When requested in writing by the Mayor (or his designee), or the City Council or as designated by ordinance or resolution, the Hearing Examiner shall preside over and conduct public hearings or meetings concerning land use matters, or such other proceedings as may be designated by the City.

3. **Liaison.** The Mayor, or his designee, shall serve as the City's liaison with the Hearing Examiner.

4. **Additional Duties.** The Examiner shall be primarily responsible for assigning cases in the event a Pro Tem is utilized, and shall coordinate with any Pro Tems in order to insure consistency of analysis in decision making. Assignments shall particularly consider actual or apparent conflicts of interest and the need for timely decisions. The Examiner and City Planner or Mayor shall mutually consult on all assignments of cases of Pro Tems.

Coordination with the Pro Tem and Planning Staff shall include access to existing files maintained by the Examiner. The Examiner shall select Pro Tems as may be necessary, subject to approval of the selection by the Mayor or City Manager.

5. Independent Contract. The relationship of the Hearing Examiner to the City shall be that of an independent contractor rendering professional services. The Hearing Examiner shall have no authority to execute contracts or to make commitments on behalf of the City, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal or agent between the City and the Hearing Examiner.

6. Professional Fees. The Examiner shall be paid by the City for professional services rendered under this contract at the rate of One Hundred Forty Dollars (\$140.00) per hour. Such payment shall be full compensation for services rendered, including all labor, materials, supplies, equipment, and necessary incidentals, except that the City shall provide at its expense Hearing Examiner stationery and reproduction services.

The hourly rate annual minimum shall be renegotiated in the fourth quarter of each year for the subsequent calendar year. This initial rate shall control for calendar years 2012 through 2013.

7. Itemized Statements. By the 10th day of each month the Hearing Examiner will provide monthly-itemized statements to the City reflecting services rendered for administrative matters, and for each matter processed by the Hearing Examiner.

8. Payment Schedule. The City will process for payment by the 10th day of each month all statements received for work done from the 1st day of the prior month. All statements not paid within 30 days of the date of billing shall be subject to service charges of one and one-half percent per month from the date of the statement.

9. Facilities to be Furnished by Hearing Examiner. The Hearing Examiner shall furnish and maintain an office, equipment, library, and clerical staff suitable and adequate for performing the services to be rendered pursuant to this contract. The City shall be responsible for providing, at its expense, hearing rooms, recording equipment, court reporters, and related supplies.

The City at its discretion may make available computer related equipment for use by the Examiner, including but not limited to potential connection with the City's computer network.

10. Ownership of Documents. The record developed before the Hearing Examiner, including proposed findings and conclusions, is the property of the City. The Hearing Examiner's work product, consisting of notes, research, and preliminary drafts, is the property of the Hearing Examiner.

11. Right to Terminate Contract. The contract may be terminated by the City for cause, in the event that the City Council determines that the Hearing Examiner is not giving due consideration to proper procedure or is not conducting hearings in a prudent manner, giving due regard to the appearance of fairness doctrine, laws regarding conflicts of interest, and all laws, procedures, and regulations dealing with the subject matter under consideration.

12. No Personal Liability. The Hearing Examiner is relieved from any personal liability whatsoever from any injury to persons or property as a result of his acts or omissions in good faith discharge of his responsibilities under this contract. If the Hearing Examiner is sued for any acts or omissions occurring in discharge of his responsibilities, the City shall defend and provide legal representation of the Hearing Examiner until final disposition of the proceedings. The City shall reimburse the Hearing Examiner for any costs he incurs in defending against alleged liability for the acts or omissions of the Hearing Examiner in the performance of his duties herein. This defense and indemnity agreement does not preclude personal liability in the event of bad faith or malicious performance by the Hearing Examiner of his duties herein.

13. Non-Assignment. This contract is personal to the Hearing Examiner and is not assignable by the Hearing Examiner to any other individual.

14. Amendment. This Professional Services Contract can only be amended or revised by the written agreement of all parties.

15. Interest of Public Officials. No member of the City Council and no officer, employee, or agent of the City shall have any personal financial interest, direct or indirect, in this contract; the Hearing Examiner shall take appropriate steps to assure compliance.

16. Interest of Hearing Examiner. The Hearing Examiner covenants that he presently has no interest and shall not acquire an interest, direct or indirect, in any property, which is the subject of a proceeding before the Hearing Examiner, which would conflict in any manner or degree with the performance of his services hereunder.

17. Term. This contract shall commence January 1, 2014 and shall terminate December 31, 2014.

EXECUTED this ____ day of _____, 2014.

CITY OF UNION GAP

Rod Otterness, City Manager

ATTEST:

APPROVED AS TO FORM:

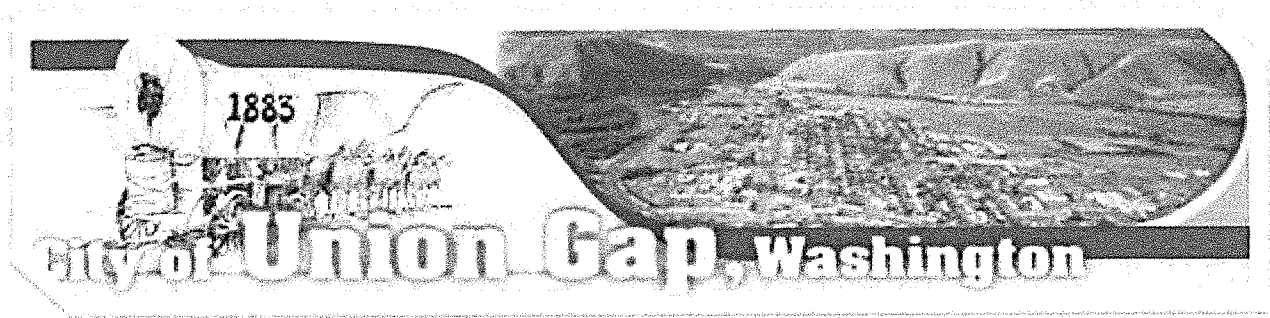
Karen Clifton, Clerk/Treasurer
City Clerk

Robert F. Noe
City Attorney

EXECUTED this ____ day of _____, 2014.

HEARING EXAMINER

By: _____
Gary Cuillier



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Main Street Revitalization Project - Update

SYNOPSIS: Staff will give an update regarding the Main Street Revitalization Project.

RECOMMENDATION: This is an update only; no action is required.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: City Mayor
Topic / Issue: Council Committees - Discussion

SYNOPSIS: With the Conclusion of the election and seating of a new Council it is necessary to discuss how the Council Committees will be set up for 2014. Council needs to decide the number of committees; the chairs of those committees; and the times and dates that the committees will meet.

RECOMMENDATION: Discuss the Council Committees due to reorganization of the city departments.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: City Mayor
Topic/Issue: Resolution – Martin Luther King, Jr. Week

SYNOPSIS: Proclaiming January 19th through January 25th, 2014 as Martin Luther King, Jr. Week.

RECOMMENDATION: Read the resolution and proclaim the week of January 19th through January 25th, 2014 as Martin Luther King, Jr. Week.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: See attached documents and Proclamation.

ADDITIONAL OPTIONS:

ATTACHMENTS:

1. Resolution
2. Letter from the Martin Luther King, Jr. Planning Committee

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

A RESOLUTION proclaiming the week of January 19 through January 25, 2014 as Martin Luther King Jr. Week.

WHEREAS, the Reverend Dr. Martin Luther King, Jr. challenged our Nation to recognize that our individual liberty relies upon our common equality. In communities marred by division and injustice, the movement he built from the ground up forced open doors to negotiation. The strength of his leadership was matched only by the power of his words, which still call on us to perfect those sacred ideals enshrined in our founding documents;

WHEREAS, though we have made great strides since the turbulent era of Dr. King's movement, his work and our journey remain unfinished. Only when our children are free to pursue their full measure of success – unhindered by the color of their skin, their gender, the faith in their heart, the people they love, or the fortune of their birth – will we have reached our destination;

WHEREAS, recognizing that our Nation has yet to reach Dr. King's Promised Land is not an admission of defeat, but a continued call to action. In these challenging times, too many Americans face limited opportunities, but our capacity to support each other remains limitless. Today, let us ask ourselves what Dr. King believed to be life's most urgent and persistent question: "What am I doing for others?"

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

The City of Union Gap does hereby proclaim the week of January 19 through January 25, 2014 as *Martin Luther King, Jr. Week*. And urges all citizens to join in acknowledging those people involved in honoring the life of Martin Luther King, Jr. and the principles for which he fought and died.

PASSED this 13th day of January, 2014.

City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



December 12, 2014

The Honorable Rod Otterness, City Manager
City of Union Gap
PO Box 3008
Union Gap, WA 98903-0008

Dear City Manager Rod Otterness:

January 15th marks the anniversary of Dr. Martin Luther King's 85th birthday. The Martin Luther King, Jr. Planning Committee is asking elected officials throughout the County to remember this day in remembrance of his works in the areas of civil rights and social justice. Please join us in honoring Dr. King by proclaiming January 19 through January 25, 2014 as Martin Luther King, Jr. Week.

If you have any questions, please call Steve Mitchell, Committee Chair, at 509-248-6751.

Thank you.

Martin Luther King Planning Committee

Enclosure: 1



CITY COUNCIL COMMUNICATION

Meeting Date: January 13, 2014
From: Rod Otterness, City Manager
Topic / Issue: Ordinance No. 2842 – Position Descriptions for Department Directors

SYNOPSIS: The City Council passed Ordinance No. 2838 on November 12, 2013 restructuring departments of the city and creating the Public Works and Community Development Department, Finance and Administration Department, and Public Safety Department and created the positions of Director of Public Works and Community Development, Director of Finance and Administration, and Acting Public Safety Director. Draft position descriptions for these positions are attached along with draft position description for the position of Deputy Director of Public Works and Community Development which it is necessary to create as part of the restructuring. The restructuring of departments by the City Council will result in direct cost savings of approximately \$969,513 over the 5 year period 2014-2018.

RECOMMENDATION: The attached position descriptions for previously created positions should be approved and the position of Deputy Director of Public Works and Community Development should be created and the attached position description for that position should be approved.

LEGAL REVIEW: Completed.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: This Ordinance was tabled at the December 9, 2013 Council Meeting.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Ordinance No. 2842
2. Previously approved Ordinance No. 2838
3. Position Descriptions
4. Letter from City Manager

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. 2842

AN ORDINANCE establishing the job descriptions for the previously created positions of Public Works and Community Development Director, Finance and Administrative Services Director, and Public Safety Director; establishing the position of Deputy Director of Public Works and Community Development and the job description for that position.

WHEREAS, by Ordinance No. 2838, which the City Council passed on November 12, 2013, the City Council restructured and merged the City's Public Works Department and Community Development Department, the City's Finance Department and Administrative Services Department, and the City's Police Department and Fire Department into three new departments as follows:

1. Public Works and Community Development Department
2. Finance and Administration Department
3. Public Safety Department

WHEREAS, by the same Ordinance the City Council created the positions of Director of Public Works and Community Development, Director of Finance and Administration, and Acting Public Safety Director;

WHEREAS, as part of the department restructuring the position of Deputy Director of Public Works and Community Development also needs to be created and a job description established for that position;

WHEREAS, it is the desire of the City Council to now establish the job descriptions and duties for the positions of Director of Public Works and Community Development, Director of Finance and Administration, and Acting Public Safety Director and it is the City Council's desire to now create the position of Deputy Director of Public Works and Community Development and to establish the job description and duties for that position;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP DO ORDAIN as follows:

Section 1. Job Descriptions for the Position of Director of Public Works and Community Development Director of Finance and Administration, and Acting Public Safety Director.

A. Director of Public Works and Community Development. The job description for this position is appended hereto and by this reference incorporated herein and made a part of this Ordinance as if fully set forth.

B. Director of Finance and Administration. The job description for this position is appended hereto and by this reference incorporated herein and made a part of this Ordinance as if fully set forth.

C. Acting Public Safety Director. The job description for this position is appended hereto and by this reference incorporated herein and made a part of this Ordinance as if fully set forth.

Section 2. Deputy Director of Public Works and Community Development position created.

The position of Deputy Director of Public Works and Community Development is hereby created.

Section 3. Job Description – Deputy Director of Public Works and Community Development.

The job description for the position of Deputy Director of Public Works and Community Development is appended hereto and by this reference incorporated herein and made a part of this Ordinance as if fully set forth.

Section 4. Positions are Non-Union and FLSA Exempt. All four positions for which job descriptions are established under this Ordinance are non-Union, Fair Labor Standards Exempt positions.

Section 5. Salaries. The persons who presently occupy the four positions for which job descriptions are established under this Ordinance shall maintain their current salary levels. The salary levels for these positions will be established through the passage of a separate ordinance addressing the same.

Section 6. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ORDAINED this 13th day of January, 2014.

City Mayor

ATTEST:

Karen Clifton, Director of Finance & Administration

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. 2838

AN ORDINANCE authorizing restructuring of City Departments and approving Department Head appointments.

WHEREAS, the City is struggling with a budget deficit of \$377,815 in its preliminary 2014 budget;

WHEREAS, as a result of the budget deficit and for purposes of other efficiencies a restructuring of City departments is necessary;

WHEREAS, in order to address these issues City administration is recommending that the Public Works and Community Development Departments be combined, that the Finance and Administration Departments be combined, and that the Police and Fire Departments be combined;

WHEREAS, on a provisional basis the City Manager has appointed department heads to these combined departments pending City Council approval of the restructure;

WHEREAS, City Administration is, therefore, requesting that the restructuring of the departments be authorized and that Karen Clifton be confirmed in her appointment as Director of Finance and Administration, including the statutory duties of the Clerk, Dennis Henne be confirmed in his appointment as Director of Public Works and Community Development and Greg Cobb be confirmed in his appointment as Acting Public Safety Director;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP DO ORDAIN as follows:

Section 1. Restructuring Authorized-- Newly Created Departments.

The restructuring of City Departments is authorized. City Departments are combined and the newly created departments for the City Union Gap shall be as follows:

1. Public Works and Community Development Department
2. Finance and Administration Department
3. Public Safety Department

Section 2. Newly Created Department Director Positions

For the Departments created under Section 1 of this ordinance Department Director positions are created as follows:

1. Public Works and Community Development Director
2. Finance and Administration Director

3. Public Safety Director

Section 3. Confirmation of Appointments.

The City Manager may fill the Director positions created under Section 2 of this Ordinance as he deems fit. Though not required, the City Council does hereby confirm the provisional appointments the City Manager has made as follows: Karen Clifton as Director of Finance and Administration, Dennis Henne as Director of Public Works and Community Development and Greg Cobb as Acting Public Safety Director.

Section 4. Department Staffing and Operations.

Consistent with the City Manager's statutory authority, role, and duties, the staffing and operation of the newly created departments shall be left to City Manager's discretion. In the event it is necessary to set salaries, create positions, or amend the City's budget as part of the restructuring, the City Manager will work through the City Council as appropriate or where necessary.

ORDAINED this 12th day of November, 2013.

Mayor Roger Wentz

ATTEST:

City Clerk

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

CITY OF UNION GAP POSITION DESCRIPTION

DRAFT

Title: Director of Public Works and Community Development
Department: Public Works and Community Development
Revision Date: December 5, 2013
FLSA: Exempt

GENERAL PURPOSE:

Performs complex supervisory, administrative and professional work in planning, organizing, directing, and supervising the Public Works and Community Development Department.

Performs administrative direction and supervision in the development, operation, maintenance, administration, and coordination of Street and Traffic Engineering, Maintenance, Refuse Collection, Water, Sewer, Stormwater, Parks and Recreation, Public Transit facilities and other public works and community development projects and programs.

Performs administrative direction and supervision in administering and enforcing building and related codes.

Performs administrative direction and supervision in the current and long range planning programs of the City related to the development and implementation of land use and related municipal plans and policies.

Performs administrative direction and supervision in the planning, developing, and implementation of community and economic development projects and programs; coordinates with business and development interests; provides assistance in the implementation and promotion of program events; acts as liaison with City departments and officials involved in departmental programs and projects; assists in representing the City on community and economic development boards and committees and on other issues as assigned.

SUPERVISION RECEIVED:

The work performed is characterized by the exercise of independent judgment in the development of short and long-range plans, rules, regulation and policies in conformance with general policies as set forth by the City Manager and City Council.

SUPERVISION EXERCISED:

Supervises Deputy Director of Public Works and Community Development, Division Directors, Public Works Working Foreman, Working Parks Foreman, Maintenance Workers, building inspectors, code enforcement staff, support staff, and other part-time or temporary staff, as assigned.

Exercises supervision over clerical, administrative, maintenance and professional staff as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Plans, organizes, directs, and evaluates major programs and activities of the department; prepares and recommends short and long-range plans; approves programs developed by subordinate personnel.

Provides planning and land use advice to staff, supervisors and other officials; makes private and public presentations to supervisors, boards, commissions, civic groups and the general public.

Communicates official programs, policies and procedures to staff and the general public.

Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned areas to assure sound fiscal control; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Prepares and documents budget requests, reviews preliminary annual budget requests submitted by staff, adjusts budget items as necessary to conform to anticipated needs and activities, for presentation to the Director of Finance and Administration, City Manager and City Council.

Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.

Oversees the development and implementation of growth management, land use, economic development, utility, housing, transportation, park and open space, facilities, solid waste or other plans and codes to meet the City's needs and any inter-governmental agreements or requirements.

Oversees the development or update of the City Transportation Improvement Program (T.I.P.), Comprehensive Sewer Plan, Comprehensive Water Plan, the Capital Improvement Program, and other plans involving the municipal infrastructure.

Evaluates environmental information and recommends mitigation measures to reduce adverse impacts of development.

Oversees grant applications and plans; researches availability of private and grant funding; prepares grant proposals, reports on grant activities, grant amendments and extensions; monitors grant performance and expenditure of funds.

Negotiates, coordinates and manages department appropriate contracts.

Attends professional development workshops and conferences to keep abreast of trends and developments in the field of municipal planning, construction and economic development.

Coordinates and facilitates public and private efforts to retain and expand existing businesses; entice and recruit development projects to the City; coordinate City resources in completing joint projects with other economic development associations.

Analyzes and assists in prioritizing potential community and economic development projects/opportunities and assists in implementing those projects.

Provides financial impact analyses of potential projects and partnerships that involve or require City participation.

Oversees the review of private project development plans for compliance with codes, regulations, and standards, adequacy of applications for permits and compliance with approved plans.

Oversees the preparation of engineering plans and specifications, bidding, competency of contractors and vendors and the selection criteria for public contracts.

Oversees project management for the construction of municipal public works projects.

Coordinates the preparation of, review, and updates the sanitary sewer, water, storm drainage, and street system maps, data base, and comprehensive plans.

Maintains regular contact with consulting engineers, construction project engineers, City, County, State and Federal agencies, professional and technical groups and the general public regarding department activities and services.

Monitors inter-governmental actions affecting public works and community development.

Responds to public or other inquiries relative to department policies and procedures. Evaluates issues and options regarding municipal public works and community development.

Resolves complex and sensitive customer service issues, personally, by telephone, or in writing as necessary. Maintains records and documents of customer service issues and resolutions.

Adjusts errors and complaints.

Reviews public complaints regarding Public Works and Community Development service or operation. Investigates complaints and initiates corrective action as necessary.

Coordinates activities of the Public Works and Community Development Department with those of other City Departments, governmental agencies, and private utility companies.

Supervises development of short and long range plans; rules, regulations and policies in conformance with general policies established by the City Manager and City Council.

Administers personnel policies in compliance with appropriate Collective Bargaining Agreements.

Meets with City Council regularly and with citizen advisory and interest groups, other governmental and professional groups as necessary.

Maintains harmony among workers and resolves grievances.

Performs related work as required.

Assists in the training of city personnel in public works systems and techniques;

Assists City staff in the enforcement of local ordinances and in interpreting city codes and master plans.

Other duties as assigned by the City Manager and City Council.

DESIRED MINIMUM QUALIFICATIONS:

Education and Experience:

- A. Graduation from an accredited four-year college or university with a degree in public works and community development related subjects, public administration or a closely related field; and

- B. Minimum of six years previous public works and community development experience including at least two years in public utilities; or
- C. Any equivalent combination of education and experience, with additional education substituting on a year for year basis for the required experience.

Necessary Knowledge, Skills and Abilities:

- A. Considerable knowledge of civil engineering principles, practices and methods as applicable to a municipal setting; thorough knowledge of applicable city policies, laws, and regulations affecting department activities.
- B. Considerable knowledge of zoning laws and comprehensive plans including their formation, process of adoption, and enforcement; extensive knowledge of planning programs and processes; working knowledge of personal computers and GIS applications.
- C. General knowledge of International Building Code, plumbing code, mechanical codes, general construction codes and a general knowledge of carpentry; cement work or plumbing, and skill in applying knowledge of model code, zoning and land use applications.
- D. Ability to communicate effectively, orally and in writing, with employees, consultants, other governmental agency representatives, city officials and the general public; ability to conduct necessary engineering research and compile comprehensive reports.

SPECIAL REQUIREMENTS:

- A. Must possess a valid Washington State driver's license or have the ability to obtain one prior to employment; and
- B. At a minimum, Washington State Certified Waterworks Operator Certification II (WDM II)

TOOLS AND EQUIPMENT USED:

Motor vehicle; phone; radio; copy machine and telemeter.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites, or public works facilities. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and smell.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet to moderate.

SELECTION GUIDELINES:

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the positions.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

City of Union Gap
Position Description

Title: **Director of Finance and Administration**

Revision Date: 12/05/2013

FLSA: Exempt

Union: Non-represented

Reports To: City Manager

Summary

This position develops plans, administers and directs services provided by the Finance and Administration Department of the City including Utility Billing, Payroll, Budget, Human Resources; Risk Management, Information Technology, and Records Management.

Essential Job Functions

- Serves as the City Treasurer for the City.
- Administers the issuance of municipal licenses.
- Oversees bank deposits, reconciliation of daily cash, coding of receipts and maintenance of records.
- Oversees financial processes such as utility billing, payroll, accounts payable, and accounts receivable.
- Oversees the maintenance of auxiliary cash controls for balancing, reconciliation of bank deposits and other accounting activities.
- Oversees journal entries and other appropriate accounting records in the reconciliation of the general ledger.
- Prepares periodic financial, statistical or operations reports that accurately reflect the financial activities of the City.
- Coordinates and assists the City Manager in the preparation of the City's annual budget and Annual State Reports.
- Assures that the assigned areas of responsibilities are performed within budget; perform cost control activities; monitor revenues and expenditures in assigned

area to assure sound fiscal control; assure effective and efficient use of budgeted funds, personnel, materials, facilities and time.

- Supervises staff that is assigned.
- Serves as the City Clerk for the City by overseeing the City Clerk functions and activities such as taking minutes and preparing agendas for the City Council.
- Acts as the custodian of records and of the official City seal.
- Directs staff on the day to day records management responsibilities.
- Responds to requests for public information.
- Coordinates community outreach activities by arranging facilitating meetings and events.
- Administers the City's employee benefits and wellness programs.
- Assists with development and maintenance of job descriptions.
- Coordinates the City's commercial drivers license (CDL) and drug and alcohol testing programs; monitor testing procedures; maintain confidential medical and test records.
- Responsible for the Civil Service processes and systems.
- Assists the City Manager and WCIA to administer the City's risk management program and respond to claims.
- Manages the City's contract with its information technology service provider.
- Maintains an inventory and coordinates replacement of information technology equipment.

Education and Experience

The position requires a minimum of five years of professional experience in an administrative and/or management position. The education level desired includes the equivalent to a Bachelors degree with major course work in public or business administration. Certification as Municipal City Clerk is highly desirable. Must be or have the ability to obtain Notary Public within 2 months

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit; use hands to manipulate, handle and feel objects, tools or controls; reach with hands and arms; climb or balance; talk or hear. The employee is frequently required to stand and walk.

The employee is occasionally required to stoop, kneel, crouch, crawl and lift objects that are no heavier than 20-25 lbs.

CITY OF UNION GAP
POSITION DESCRIPTION

DRAFT

Title: Acting Public Safety Director
Department: Public Safety
Revision Date: December 5th, 2013
FLSA Status: Exempt

GENERAL PURPOSE:

Performs a variety of complex administrative, supervisory, and professional work in planning, coordinating, and directing the activities of the Public Safety Department.

SUPERVISION RECEIVED:

Works under the general guidance and direction of the City Manager and City Council.

SUPERVISION EXERCISED:

Exercises supervision over all Public Safety Department staff directly or through subordinate supervisors.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Plans, coordinates, supervises and evaluates Public Safety Department operations.

Develops and establishes policies and procedures for the department. Plans and implements department programs for the City in order to carry out the policies and goals of the City; reviews department performance and effectiveness, formulates programs or polices to alleviate deficiencies.

Supervises and coordinates the preparation and presentation of an annual budget for law enforcement and fire protection services; directs the implementation of the department's budget; plans for and reviews specifications for new and replacement of equipment.

Responds to scenes and directs activities at emergency incidents as required.

Controls the expenditures of departmental appropriations.

Overseas the training and development of department personnel.

Participates in labor contract discussions and negotiations; handles grievances, maintains Departmental discipline, conduct and general behavior of assigned personnel.

CITY OF UNION GAP POSITION DESCRIPTION

Prepares and submits periodic and annual reports to the City Manager and City Council regarding the department's activities and prepares a variety of other reports.

Plans operations with respect to equipment and personnel; supervises the implementation of such plans.

Assigns personnel and equipment to such duties as required.

Meets with elected or appointed officials, other public safety officials, community and business representatives, and the public on the many aspect of the department's activities.

Ensures that laws and ordinances are enforced and that the public peace and safety is maintained.

Attends conferences and meetings to keep abreast of current trends in the field of Public Safety and represents the department in a variety of local, county, state and other meetings.

Analyzes and recommends improvements to equipment and facilities as needed.

Coordinates Emergency Management programs for the City.

Performs other duties as assigned in order to meet the goals and objectives of the department and the City.

DESIRED QUALIFICATIONS:

- I. Education and Experience:
 - a. Graduation from high school or GED equivalent.
 - b. Ten (10) years of full time experience in Police or Fire service work, three(3) years of which must have been an equivalent to a police or fire lieutenant or higher; and have completed the Washington State Basic Law Enforcement Academy or the Washington State Basic Fire Training Academy or their equivalent.
- II. Necessary Knowledge and Abilities:
 - a. Thorough knowledge of National Incident Management System and the incident command system. Considerable knowledge of applicable laws, ordinances, and Department(s) rules and regulations.
 - b. Ability to train and supervise subordinate personnel; ability to perform work requiring good physical condition; ability to communicate effectively orally and in writing; ability to establish and maintain effective working relationships with subordinates, peers and supervisors; ability to exercise sound judgment in

**CITY OF UNION GAP
POSITION DESCRIPTION**

evaluating situations and in making decisions under stressful and emergency conditions; ability to effectively give and receive verbal and written instructions.

SPECIAL REQUIRMENTS:

Must be twenty-one (21) years of age or older at the time of employment.

Must possess, or be able to obtain by the time of hire a valid Washington State driver's license without record of suspension or revocation in any state.

Ability to meet department physical standards;

Must be able to obtain law enforcement certification;

Must be able to pass a background investigation and polygraph test with no felony convictions or disqualifying criminal history;

Ability to meet minimum department medical, physical and psychological standards.

TOOLS AND EQUIPMENT USED:

Emergency vehicles, mobile and portable radios, pagers and cell phones, first aid equipment, personal computer including word processing software, copier, scanner, shredder, telephone and other office equipment as needed.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; handle, or feel objects, tools, or controls; reach with hands and arms; clime or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee may occasionally lift and/or move up to 150 lbs. The employee may occasionally climb ladders up to fifty (50) in height.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

CITY OF UNION GAP POSITION DESCRIPTION

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing duties of this job, the employee frequently works in office, vehicle and outdoor settings, in all weather conditions, including temperature extremes, during day and night hours. Work is often performed in emergency and stressful situations. The employee may work near moving mechanical parts and in high, precarious places and is exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk or electrical shock, and vibration. The employee may occasionally work in or near confined areas with limited visibility.

The noise level in the work environment is usually quiet in the office, moderate to loud around apparatus and equipment, and during certain emergency operations.

SELECTION GUIDELINES:

Formal application, review of education and experience, assessment center examination and oral interview may be used to determine the best candidate. Reference check and background investigation; medical examination; drug screening; psychological testing; polygraph test and job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements or duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

DRAFT

**CITY OF UNION GAP
POSITION DESCRIPTION**

Title: Deputy Director of Public Works and Community Development
Department: Public Works and Community Development
Revision Date: December 5, 2013
FLSA: Exempt

GENERAL PURPOSE:

Assists Director of Public Works and Community Development in planning, organizing, directing and supervising the Public Works and Community Development Department.

Supervises staff in the Public Works and Community Development Department in the absence of and under the direction of the Director.

Performs a variety of routine and complex administrative, supervisory and technical work in administering and enforcing building, construction and related codes.

Performs a variety of supervisory, administrative, technical and professional work in the current and long range planning programs of the City related to the development and implementation of land use and related municipal plans and policies.

Lead in the planning, developing, and completing of the community and economic development projects and programs; coordinate with business and development interests; provides assistance in the implementation and promotion of program events; acts as liaison with City departments and officials involved in departmental programs and projects; assists in representing the City on community and economic development boards and committees and on other issues as assigned.

Performs a variety of support of municipal planning processes. Duties include researching various public records; preparing charts, graphs, maps and other reference documents; preparing reports; assisting customers; and providing technical support.

Plans, and evaluates design, construction, and maintenance of public facilities and improvements including those completed by city personnel and those assigned to outside consultants or contractors.

Performs administrative and supervision in the development, operation, maintenance, administration, and coordination of Street and Traffic Engineering, Maintenance, Refuse Collection, Water, Sewer, Stormwater, Parks and Recreation, Public Transit facilities and other public works projects and programs.

Performs with considerable independence under the direction of the Director of Public Works and Community Development and requires frequent contact with the City Manager, City Council, boards and commissions, other City departments and the general public.

Keeps the Director of Public Works and Community Development and City Manager advised of critical issues, decisions and actions.

SUPERVISION RECEIVED:

Works under the general supervision of the Director of Public Works and Community Development.

SUPERVISION EXERCISED:

Exercises supervision over clerical, administrative, maintenance, building inspectors, code enforcement staff, support staff, professional staff and other part-time or temporary staff, as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Provides professional planning and land use advice to staff, supervisors and other officials; makes private and public presentations to supervisors, boards, commissions, civic groups and the general public.

Provides technical building code and advice to supervisors; makes presentations to supervisors, boards, commissions, civic groups and the general public.

Communicates official programs, policies and procedures to staff and the general public.

Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned areas to assure sound fiscal control; prepares and submits annual budget requests to supervisor, assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Ensures the development and implementation of growth management, land use, economic development, utility, housing, transportation, park and open space, facilities, solid waste or other plans and codes meet the city's needs and any inter-governmental agreements or requirements.

Evaluates land use proposals to insure compliance with applicable City, State or Federal laws. Approves shoreline development permits, sign permits, short subdivision plats, boundary line adjustment, and land development proposals within scope of authority and responsibility.

Ensures the maintenance of accurate and complete records of department activities and of records relating to licenses, permit, maps, blueprints, overlay, and sketches pertinent to urban planning and development programs and projects.

Provides staff support to the Planning Commission as needed.

Responds to local citizens inquiring about city planning and zoning regulations and ordinances; resolves disputes between codes and applicants, as required.

Evaluates environmental information and recommends mitigation measures to reduce adverse impacts of development.

Serves when needed as a member of a planning task for comprised of City, County or State groups.

Prepares grant applications and plans; researches availability of private and grant funding; prepares grant proposals, reports on grant activities, grant amendments and extensions; monitors grant performance and expenditure of funds.

Develops and maintains database of information for planning purpose.

Assists in the supervision and implementation of the development, operation, maintenance, administration, and coordination of public works and community development planning documents and programs.

Issues written and oral instruction; assigns duties and examines work for exactness, neatness and conformance to policies and procedures.

Prepares a variety of studies, reports and related information for decision-making purposes.

Explains, interprets, and provides guidance regarding all applicable codes to architects, engineers, contractors, developers and other interested parties.

Reviews current trends and developments in the field of construction, and prepares revisions to codes, ordinances and local regulations. Supervises the examination of building plans of all types to determine compliance with code requirements and related regulations.

Researches problems and complaints regarding commercial and residential buildings, building construction and code compliance. Responds to complex and sensitive building issues.

Administers the permitting function, including application, fee assessment and collection, permit issuance, inspection, and occupancy.

Coordinates plan reviews, inspections, and enforcement action.

Attends professional development workshops and conferences to keep abreast of trends and developments in the field of municipal planning, construction and economic development.

Performs the duties of a plans examiner or inspector, as needed.

Reviews plans for compliance before building permits are issued; interprets codes for builders, architects, developers, and property owners as questions arise; answers questions about new products, materials, and construction methods as they relate to compliance with codes.

Coordinates and facilitates public and private efforts to retain and expand existing business and entice and recruit development projects to the City; coordinates City resources in completing joint projects with community and economic development associations.

Provides financial impact analyses of potential projects and partnerships that involve or require City participation.

Assists in the development and implementation of economic revitalization strategies for the City and neighborhood business districts.

Receives inquiries and makes responses regarding utility connections, drainage and other public improvements.

Prepares and presents new policies, ordinances and reports for the Planning Commission; Attends city council sessions as needed, and upon request, participates in meetings and conferences with other city boards, commissions, committees, administrative officers, and staff personnel.

Administers contracts with outside consulting services as required; advertises for, interviews and selects consultants; negotiates work programs for subsequent contracts.

Responds to and resolves citizen inquiries and complaints.

Oversees the Title VI Program Non-Discrimination Agreement, ensures non-discrimination in all of the City's programs and activities, assures Title VI activities and/or studies conducted that provided data are tracked and filed. Completes annual reports and monitors complaints relative to Title VI activities.

Assists City staff in the enforcement of local ordinances and in interpreting City codes and master plans;

Assists in designs for parks, landscapes and other municipal projects.

Other duties as assigned by the Director of Public Works and Community Development and the City Manager.

MINIMUM QUALIFICATIONS:

Education and Experience:

- A. Graduation from an accredited four year college or university with a degree in land-use planning, landscape architecture or a closely related field; and
- B. Four (4) years experience in municipal planning; or
- C. Any equivalent combination of education and experience, with additional education substituting on a year for year basis for the required experience.

Necessary Knowledge, Skills:

- A. Thorough knowledge of zoning laws and comprehensive plans including their formation, process of adoption, and enforcement; extensive knowledge of planning programs and processes; working knowledge of personal computers and GIS applications.
- B. Thorough knowledge of International Building Code, plumbing code, mechanical codes, general construction codes and a general knowledge of carpentry; cement work or plumbing, and skill in applying knowledge of model code, zoning and land use applications.
- C. Considerable knowledge of civil engineering principles, practices and methods as applicable to a municipal setting; thorough knowledge of applicable city policies, laws, and regulations affecting department activities.
- D. Ability to establish effective working relationships with contractors, developers, architects, engineers, owners, employees, and general public; ability to read and understand complicated blueprints; ability to communicate effectively orally and in writing.

SPECIAL REQUIREMENTS:

- A. Must possess a valid Washington State driver's license or have the ability to obtain one prior to employment; and
- B. One, or more, I.C.C. certifications.

TOOLS AND EQUIPMENT USED:

Motor vehicle; phone; radio; copy machine and telemeter.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites, or public works facilities. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and smell.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

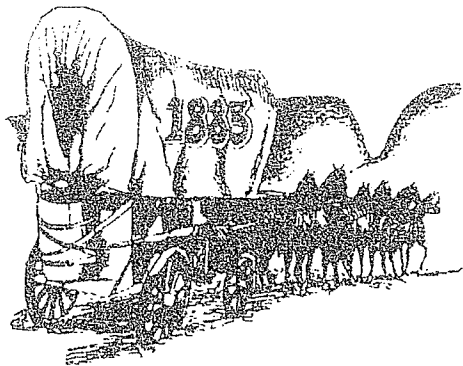
The noise level in the work environment is usually quiet to moderate.

SELECTION GUIDELINES:

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the positions.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



City of Union Gap

"The Old Town with New Ideas"

www.ci.union-gap.wa.us

OFFICE OF CITY MANAGER

Hand-delivered

November 1, 2013

Mr. Dave Spurlock
Acting Deputy Director
Public Works and Community Development Department

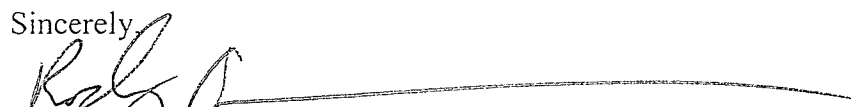
Dear Dave:

This letter serves to inform you of your promotion to the position of Acting Deputy Director of the Public Works and Community Development Department. As you know, the City is combining the Community and Economic Development Department and the Public Works Department and Dennis Henne is being appointed Director of the new combined department.

The City recognizes your value to the City as a knowledgeable and committed employee and Dennis has strongly recommended your promotion to this new position of Deputy Director of the new Public Works and Community Development Department. Based upon his recommendation, I am appointing you the Acting Deputy Director effective immediately pending the City Council approval of this new position. Your current salary and benefits will continue for the time being until a new job description and salary recommendation can be made by the Department Director.

Congratulations on your promotion! I look forward to continuing to work with you on the many exciting projects that are ahead.

Sincerely,


Rodney Otterness
City Manager

CITY OF UNION GAP
Public Works Department

M E M O

❖ *Dennis Henne, Director*
❖ *Jo Linder, Administrative Secretary*

DATE: January 7, 2014
TO: Mayor & City Council
FROM: ^{PH/LC} Dennis Henne, Director of Public Works & Community Development
RE: Final Traho Architects, Phase 1 - Information Space and Site Plan

Provided for your review is the Final Traho Architects, Phase 1; Information Space and Site Plan.

Unfortunately, Barbara Cline from Traho Architects is unavailable to attend any Council meetings during the month of January. However, Barbara will present the Plan to the full Council, and public, at the February 10, 2014 regular Council Meeting and will answer any questions you may have.

This plan will be available for public review on the City's website; if you have any questions prior to the February 10th meeting, please feel free to contact me.

CITY OF UNION GAP

**PROJECT MANAGEMENT SERVICES
FOR CITY OF UNION GAP FACILITIES**

**PHASE 1—INFORMATION SPACE
AND
SITE PLAN**

December 31, 2013

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TRAHO
ARCHITECTS, P.S.



December 31, 2013

City of Union Gap
Project Management Services for City of Union Gap Facilities
Phase 1- Information Space and Site Plan

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December 31, 2013

City of Union Gap Facilities

Phase 1 – Information Space and Site Plan

Executive Summary

A. Intent

The intent of the Phase 1 report is to assist the City in understanding various factors that may impact the decision making process relative to the future of the existing but essentially un-occupied former City Hall facility.

Numerous considerations are included in the report relative to what image the city wants to present with its public facilities; the condition of the existing City Hall roof and mechanical and plumbing systems and finish materials; floor plan efficiency; and concurrency with the July 2009 Capital Facilities Element within the City of Union Gap Comprehensive Plan.

Four budget scenarios were developed - demolition, substantial remodel, minor remodel, and new construction - based on assumptions as to the scope of work for each. The budget options are a preliminary step in establishing an order of magnitude for hard construction costs, not inclusive of related "soft" costs such as furniture, fixtures equipment, hazardous materials/air quality reports, etc.

B. Needs Analysis

The City provided needs analysis of spaces/functions per Department. Square foot areas derived from this analysis formed the basis for assessing the City Hall facility's ability to house the following uses: Administrative Services, Finance, City Manager, City Council, Public Works, Community and Economic Development as well as Shared Spaces that support all of them.

The needs analysis resulted in a total area needed for the above uses at 10,250 square feet gross, including 2,400 square feet gross for the City Council. The existing City Hall building has a square foot area of approximately 8,494 square feet gross (8,669 minus approximately 175 for the well house). The building is thus about 1,756 square feet short of needed space; further, it is to be noted that the available configuration of rooms will not directly match the configuration of rooms noted within the needs analysis.

If the existing City Hall building is renovated and re-occupied, accommodation for the difference in needed area and actual area will require resolution. Areas assigned to each Department could be reviewed for possible consolidation, as well as limiting the size of the City Council Chambers under the assumption that anything other than small meetings could be held elsewhere, off site.

If the existing City Hall building is demolished and the half of the current City Hall block to the east of the alley were to be the site of new construction, this site is of adequate size to accommodate a new building for the above uses, including its parking, based on assumptions noted within the Phase 1 report.

Note: The Police and Fire Departments are referred to within the report but not as potential candidates for re-occupancy of City Hall nor co-location on the current City Hall block to the east of the alley. Possible

co-location of Police and/or Fire Departments on a campus adjacent to the uses noted above was outside the scope of this report as was discussion of the Union Gap Library.

C. Considerations

a. Existing City Hall facility

The existing City Hall facility has experienced an accumulation of many years of additions and alterations without a coordinated plan, as well as years of deferred maintenance. Outstanding deficiencies include:

- Flooring level changes and the lack of accessible restrooms have disallowed barrier-free (ADA) compliance;
- A relatively recent spray foam roof application appears to have created issues with roof ventilation or condensation;
- The roof exhibits varying heights of level roofs; flashings and roof vents are blocked or in need of repair;
- Mechanical, plumbing, lighting and window systems are inefficient and old;
- Finish materials are beyond their life expectancy;
- Multiple access points into the building create security issues;
- Department needs are not reflected in the current floor plan configuration;
- If remodeled for re-occupancy, the building would be utilized as possible but would not be as efficient as new construction. The reuse of the existing floor plan would continue inefficiencies as the building is not all useable area as configured. There would be further loss of useable area due to the need to install several ramps for ADA access;
- The presence of existing concrete and concrete masonry unit bearing walls creates constraints to changing the location of existing interior walls;
- The lack of fire rated separations and fire rated construction means that any room uses in the building if re-occupied would be limited to a maximum occupancy of 49 (unless mitigated by updated construction and exit access);
- Previous, limited scope studies have looked at mold and air quality issues; a comprehensive attic investigation with selective demolition is needed to finally resolve the extent before either possible demolition or remodeling was to occur;
- Due to carbon monoxide entering into occupied spaces, the former main entry off Ahtanum Road would not continue in this use.

b. Building Code review

The building was voluntarily vacated but not condemned by the City of Union Gap building official, which impacts (and simplifies) the type of building code and fire/life safety review that would be conducted if the building were to be re-occupied for essentially the same uses as previously. The building is capable of being re-occupied given the caveat that deficiencies noted in the paragraph a. above are addressed.

D. Budget Options

a. Demolish Existing building (Refer to Section 4 in this report, sub paragraph C.)

Prevailing wage rates will apply to this option because public funding will be involved, as is typical with each of the four options included in this report. Hazardous materials consulting fee and mitigation will be required, also as typical with each of the four options. The total budget based on the assumptions noted in the report is \$254,219 based on implementation in 2014.

b. Substantial remodel of existing building (Refer to Section 4 in this report, sub paragraph D.)

ADA access; complete renovation of restrooms; cleaning and upgrading of the HVAC equipment and ducting; new lighting, windows, paint, acoustical ceiling tile and finishes; construction of a new, unheated roof structure over the roof's lowest areas; and limited re-work of the interior floor plan is included in this option. An air quality report would be conducted. Comprehensive attic investigation would be completed to expose the structure until there is no more evidence of mold, water intrusion or condensation damage. The total budget based on the assumptions noted in the report is \$1,059,272 based on implementation in 2014.

c. Minor remodel of existing building (Refer to Section 4 in this report, sub paragraph E.)

ADA access; complete renovation of restrooms; cleaning of the HVAC equipment and ducting; cleaning of the building; new paint and finishes; construction of a new, unheated roof structure over the roof's lowest areas; and adaptation of Department functions to occupy the existing floor plan with minimal changes is included in this option. An air quality report would be conducted. Comprehensive attic investigation would be completed to expose the structure until there is no more evidence of mold, water intrusion or condensation damage. The total budget based on the assumptions noted in the report is \$675,189 based on implementation in 2014.

d. New construction (Refer to Section 4 in this report, sub paragraph F.)

An area of 10,250 gross square feet was assumed for new construction, which is larger by 1,756 square feet than the gross area of the existing building. This area was extrapolated from the needs analysis in paragraph B. above. for the uses to be included in a new City Hall building; and as new construction, floor plan efficiencies would be planned for since all of the square footage would have an assigned use. Other basic assumptions include that the building would be fire sprinklered in order to meet square foot area increase within Type VB non-rated commercial construction; all applicable codes would be met including the Washington State Energy Code and Washington State Amendments to the International Building Code relative to Chapter 11 Accessibility (ADA); and that the facility would be build on a site with the full range of municipal utilities available.

As noted in the Section 2. City Hall Considerations of this report, the budget options for new construction, substantial remodel and minor remodel are specific to the facility itself and do not include related site work such as curbs, gutters, sidewalks, irrigation and landscaping. The total budget based on the assumptions as note in the report for new construction is \$2,461,901 based on the mid-point of construction in 2015.

E. Conclusion

Once a budget option has been selected as the preferred direction for the future of City Hall facilities, policy level decisions, as well as further detailed analysis and confirmation of the assumptions made in the Phase 1 report, will be necessary to establish a scope of work that is ultimately acceptable to the City of Union Gap.

December 31, 2013

City of Union Gap Facilities

Phase 1- Information Space and Site Plan

1. Background

The City of Union Gap entered into a contract with Traho Architects, P.S. on July 11, 2013 for the Phase 1 – Information Space and Site Plan to initiate the first step of a phased Project Management Services scope of work. The intent of the Phase 1 report is to assist the City in understanding various factors that may impact the decision making process relative to the future of the existing but essentially un-occupied former City Hall facility.

It is important to note that this Phase 1 work contains many assumptions extrapolated from several sources, including helpful input from City staff; needs analysis from each City Department; the Capital Facilities Element of the Union Gap Comprehensive Plan; industry standards; and cost estimating, mechanical engineer, and trade professional experience. More detailed analysis will be needed when a project is formally initiated and a team of Owner and Architect/Engineer representatives is assembled to confirm assumptions and project requirements.

In a similar vein, the assumptions included in this report for budget options are intended as a preliminary step to establish an order of magnitude of project scope. Confirmation of the many assumptions in the budget options will be necessary to establish a scope of work that is ultimately acceptable to the City of Union Gap.

Statements contained in this report apply to existing conditions when analysis was performed and are intended for the project parameters indicated. Traho Architects, P. S. does not certify the use of segregated portions of this report.

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City of Union Gap Facilities

Phase 1 – Information Space and Site Plan

2. City Hall Considerations

A. General

A number of general considerations relative to the decision as to demolish, remodel or build new follow.

1. The existing building has multiple floor levels; if altered to resolve ADA access, valuable floor area that would be otherwise in use, will be deleted. The floor levels generally follow the slope of the site to the south.
2. Multiple access points into the building create security issues; if reoccupied, the public and staff access should be reviewed.
3. What image does the City want to present with public facilities?
4. Floor plan efficiency will likely be sacrificed if the existing building is reoccupied, because Department needs have evolved over time, which are not reflected in the current configuration.
5. Plans for the location of City Departments should be integrated into the City's planning for downtown improvements.
6. The existing building is an accumulation of many years of additions and alterations without a coordinated plan; and has experienced years of deferred maintenance. For example, there is more than one layer of ceiling above the existing ceiling tiles in some of the spaces, most of which remain. Finishes and light fixtures are past their life span. Many of the soffit vents have been painted over, thus compromising the flow of air through the roof structure. The extent of interior bearing walls is not known but the presence of existing CMU and concrete bearing walls creates constraints to changing the location of existing interior walls. The existing staff lounge/lunch room was not comfortable and was undersized, and consequently not frequently utilized. There is inconsistency in appearance of the finish materials, including the ceiling tiles, in various parts of both public and staff areas.
7. The building is assumed to be considered Type VB, non-rated construction, as there is no evidence of fire rated separations nor fire rated construction.
8. Various after hours/evening meetings are held at City Hall, such as Council meetings, City planning commission, park board. Altered floor plan configurations within a remodeled building should provide restrooms that are ADA compliant and can be secured from access to other areas of the building.

9. While not included in the Section 4. herein, Budget Assumptions for City Hall Options discussion of this report, it is to be noted that curbs, gutters, sidewalks, ADA accessibility, etc., would be triggered by SEPA review, as required by any new development within the City of Union Gap.

10. Secured/fenced parking for staff use should be considered in planning for the future of City Hall functions, as well as the location of staff parking areas adjacent to the point of staff exit from the building.

11. The timeline for execution of a project will vary whether remodeling or new construction is selected.

12. Staff satisfaction and retention may be a consideration in project planning.

13. The needs analysis of each Department resulted in a total gross SF area needed for Office Departments at 10,250 SF gross. (Refer to 3. Summary of Areas per Department for Facility and Parking Use, paragraph I.) The existing City Hall building has a gross SF area of approximately 8,669 SF minus approximately 175 SF for the well house. If the existing City Hall is renovated and re-occupied, accommodation for the difference in needed area and actual area will require resolution; one option would be to limit the size of the City Council Chambers, under the assumption that large meetings could be held off site.

B. Roofing

1. Traho visually reviewed aspects of the existing roof and discussed this type of roofing with an industry professional. The following observations are neither exhaustive nor conclusive but are intended to provide a basis of ideas for further consideration.

a. Total spray foam thickness. Spray foam roof systems (SFRS) reportedly perform best with a minimum of 1 ½" inches of thickness, with 2" inches preferable. Checking the existing thickness of the City of Union Gap City Hall SFRS in four different areas indicated an average of ¾" inch. Given the specifics of an existing roof prior to an SFRS application, a shallow thickness could allow the dew point to be reached within the structure, thus potentially causing condensation issues. Additionally, although the foam and coatings are somewhat permeable, they would likely slow down any vapor transmission that was occurring prior to the SFRS installation, therefore leaving more moisture within the structure to possibly condensate if the dew point is reached.

b. Crickets. A positive feature of SFRS being applied to an existing flat roof system is the ability to fill in low spots or ponding water areas plus the ability to direct water toward drains or gutters. There are areas on the City of Union Gap City Hall SFRS that would benefit from this type of treatment.

c. Drains. Attention must be paid to roof drains when an SFRS system is applied to an existing roof. The ring is to be removed and the base/bowl is cleaned prior to the application of the foam. Then the foam is held back and only the coatings are applied into the bowl. Several drains on the City of Union Gap SFRS would benefit from this type of repair.

d. Masking. Typically, all adjacent surfaces, HVAC equipment and penetrations etc. will be protected from over spray during the application of the foam roof system. There are several areas on the City of Union Gap City Hall SFRS that could have benefited from this practice.

Spray foam is an inert product that will not deteriorate in a roof situation if protected from the sun's UV, or repaired if there is bird or other penetration damage. The protective coating needs to be rejuvenated based on the type of coating that was used and the total amount of dry mils installed. The City of Union Gap City Hall SFRS appears to have Acrylic Coating applied over the foam. The Acrylic Coating typically needs to be recoated every 5-7 years.

The low center roof areas ("bathtub") would have been a concern prior to the application of SFRS, to confirm the location of attic or conditioned spaces below them. If an attic is present, there should be determination as to where the ventilation is coming from. A thorough investigation of the air flow- or not- throughout the attic space would need to be done to provide any additional recommendations for these areas.

We recommend as a minimum, recoating the roof if the building is remodeled, including repair and re-sizing of the roof drains, review and repair of the ventilation and leading edges, and the provision of new crickets; the recoating is reflected in the budget assumptions for the minor remodel option.

We recommend as an upgrade option that could be warranted, to tear off the existing spray foam roof, repair and re-size the roof drains, install new flashing at the leading edges, and install a new, full 2" spray foam roof, if the building is remodeled. This is reflected with a budget line item in the substantial remodel option.

2. Initial review of the interior of the building does not indicate the evidence of roof leaking other than in the area noted in the Mechanical, Copy and Storage rooms. Some evidence of former condensation from an iron roof drain located between the Meeting room and Executive Assistant is apparent above the ceiling tile. Haz mat/air quality evaluations will be completed prior to any roofing or construction if the building is remodeled; reference Section 4. C.13. and E.5. herein. These evaluations will address water intrusion. This would start with removing all the layers of sub ceilings in the Storage, Mechanical and Copy rooms and exposing the structure until there is no more evidence of mold or water intrusion or condensation damage. A more accurate scope of work can be defined at that time for the remediation of damage. There is a cost implication for this work that will need to be verified upon project initiation.

3. The roof exhibits varying heights of level roof, with scuppers from upper roof areas draining onto adjacent lower roofs. The flashings and roof vents have not been reviewed or verified (much of them have been covered by the spray foam roof application) and this review should be done if the building is remodeled.

4. Two roof drains above the Break room run down an interior wall, under the slab, and to an alley catch basin. These were routed out in the recent past and now drain water. A roof drain above the Executive Assistant daylights onto the Meeting room roof, runs down an exterior wall, and goes into a planter; it reportedly backs up on occasion, until percolating into the ground.

C. Mechanical/HVAC

1. If the building is to undergo a minor remodel, its energy performance will not meet current expectations for the performance of the envelope because most of the windows are metal with no thermal break; there is likely minimal or no insulation in many of the exterior walls; the wood structural posts at the east wall have no thermal break; there is likely no insulation in the roof structure in much of the roof, other than the existing, non-warranted 1/2" sprayed on foam coating. The Meeting room was reportedly a former non-enclosed entry that was eventually framed in; it appears to be uninsulated.

2. Some aspects of the building's energy performance could be addressed as part of a substantial remodel.

3. The HVAC system is out of date and pieced together, with each building having its own roof top HVAC; the systems are discontinuous for the most part, between the various additions. It has not been maintained nor cleaned on a regular basis. Roof top units appear to be in the range of 12 to 15 years old other than the somewhat newer 5 to 10 year old Trane unit located above the Mechanical room.

4. Several months of gas and power utility bills were reviewed for the last months during which the building was fully occupied. Based on review of these bills, an approximated 49,000 BTU/SF/year energy use was extrapolated. A typical office building of its era would fall in the range of 40 to 70,000 BTU/SF/year. This energy use is distributed approximately 45% gas and 55% electric, for a total \$0.90/SF/year energy cost, which is considered to be in an anticipated range. It is possible that the building may have limited envelope insulation combined with ventilation that has been covered up over the years so that it no longer functions adequately; these are off-setting factors which should be more closely evaluated if the building is renovated.

D. Plumbing Fixture Count for Remodel of Existing Building

1. The occupancy load of the total approximate 8,669 SF gross of the existing building can be determined from IBC 2012 Table 1004.1.2 as follows:

- The former Library, now utilized as the City Council Chamber, occupies an area of approximately 1,900 SF net. The room as configured is posted with a maximum occupant load of 49 due to exiting requirements. However, if the exiting were altered, per Table 1004.1.2, Assembly without fixed seats, Unconcentrated (tables and chairs), the occupant load of this room at 15 net SF per person would be 127 occupants.

- The remaining area of the building is 8,669 SF – 175 SF for the well house – 1,900 SF for the Council Chamber = 6,594 SF. Per Table 1004.1.2, Business areas at 100 SF gross per person, the occupant load would be 66 occupants.

- The total occupant load of the existing building is 127 occupants + 66 occupants = 193 occupants, assuming full occupancy during regular business hours.

2. Per the Washington State Amendments to the 2012 IBC Table 2902.1 Plumbing Fixtures, the City Council Assembly (classification A-3 Lecture Halls) requires 1 water closet per 125 males and 1 per 65 females. Assuming $127/2 = 64$ males and 64 females, 1 water closet is required for each male and female.

3. Per the Table 2902.2 noted above, the office uses at City Hall (classification Business) requires 1 water closet per 25 for the first 50 males and 1 water closet per 25 for the first 50 females. Assuming $66/2 = 33$ males and 33 females, 2 water closets are required for each male and females.

4. The total water closets required for Assembly and Office use is 3 water closets for males and 3 for females. The existing building has 4 water closets/urinals for males and 3 water closets for females; however, since the restrooms do not meet ADA accessibility, they will have to be reconfigured to meet accessibility requirements. Further analysis may determine a need for restrooms to be provided that are secured for evening only use, and/or restrooms that are separated for public/staff use, thus influencing their location and the total number of fixtures provided.

E. Capital Facilities Element – Concurrency

The July 2009 Capital Facilities Element within the Union Gap Comprehensive Plan is referenced within this report. It includes a forecast of the future need for capital facilities and may be valuable to the reader of this report.

It also includes a section on Concurrency and Financing Public Facilities, with reference to Goal 12 of the Growth Management Act. Beginning on sheet 4: CF-24, the statement is made "In Union Gap, concurrency applies to transportation, water, sewer, and police and fire facilities and services. The concept of concurrency is particularly important in a community that is anticipating the potential development of undeveloped areas within its jurisdiction, as is the case in Union Gap." Because the police and fire departments are not directly included in the scope of this report, which focuses on City Hall

office functions, a limited discussion of issues specific to these two departments follows as a starting point for future discussion as to the needs of these departments.

F. Considerations Specific to Fire and Police Departments

1. Fire Department

The current FD location, separate from the block on which the former City Hall is located, has temporarily housed City Hall administrative offices for the past approximately two years. These offices are anticipated to be relocated once a decision is reached relative to demolition, substantial/ minor remodel of the existing City Hall building, or new construction. In the case of Union Gap, the fire department is a combination volunteer-career department, which factor directly influences its facilities and discussion as to whether it will remain so in the future. Since fire departments combine both administrative and fire station functions and have very specific needs for access, security, response time criteria, fire insurance rating classification, etc., it is recommended that the fire department undergo an evaluation particular to its current and future facilities.

2. Police Department

The current PD is located off site. Although the population of Union Gap was 6,047 in 2010, due to the numbers of people who shop within its jurisdiction, the PD serves a day time population of approximately 30,000- which influences its facility and site needs. Police departments have specific needs for access, security, decontamination, response times, etc., which must be reviewed should the police department consider co-locating with City Hall office uses. It is recommended that the police department undergo an evaluation particular to its current and future facilities.

G. Options and Related Budgets

Refer to 4. Budget Assumptions for City Hall Options.

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City of Union Gap Facilities

Phase 1- Information Space and Site Plan

3. Summary of Needs Analysis per Department for Facility and Parking Use

A. General Notes:

1. Net square feet (SF) area as noted below were derived primarily from Department responses; Architect's assumptions and design industry standards have been utilized in the absence of these responses.
2. An additive factor for halls, restrooms, mechanical/electrical rooms, janitorial, wall thickness is applied to the net square feet assigned to each Department, to arrive at gross square feet. The factor applies is 30% - typical for all Departments.
3. The 30% additive factor as shown below is based on general industry experience, as a beginning point to establish an order of magnitude gross square feet area for the proposed uses. The areas shown for each use will require more detailed review when schematic design is initiated.
4. There are no net areas indicated for future staff in the subtotal of net areas for each Department below.
5. The future of the existing well house in addition to issues concerning the use of this water right will be considered in future planning City facilities. The well house is currently attached to and located at the south perimeter of the former City Hall building. It has a distinct roof elevation relative to two adjacent City Hall roof areas, both at different heights.

B. Needs Analysis for Shared Spaces for Administrative Services, Finance, City Manager, City Council, Public Works, Community and Economic Development Departments

1. Vestibule: 80 SF
2. Lobby and Reception; assumes 15 waiting customers, front counter, seated assistance for two Clerk Receptionists, (wall) space for required postings and racks for handouts: 1,000 SF
3. Conference Room to Seat 12: 448 SF
4. Two Conference Rooms, each to Seat 8; 2 x 225 SF = 450 SF
5. Copy/Mail/Fax/Office Supplies: 400 SF
6. Safe plus secure storage for sensitive records and computer software: assume 300 SF
7. Server: 500 SF
8. Two Lobby Breakout Rooms, each to seat 4, to accommodate assisting of customers by other staff than Clerk Receptionists; 2 x 120 SF = 240 SF
9. Staff Break/Lunch Room to seat 10: 400 SF
10. Subtotal Net Area: 3,818 SF net
11. Additive factor: 1,146 SF
12. **Total gross area of Shared Spaces: 4,964 SF gross**

C. Needs Analysis for City Council Chamber

Per the Capital Facilities Element, Recommendation on the Proposed Building Program on 4: CF-21 notes "Overall Square Footage of City Hall.... including.... Council Chambers with an overall size of 2,400 sq. ft. supporting an occupant load of 120 persons." Hence, **total gross area for the City Council Chambers: 2,400 SF gross**

D. Needs Analysis for Administrative Services

General Notes: Staff and net SF areas as noted below were derived from Department responses unless indicated as assumed. Typical for all Departments.

1. Current staff: 4; 5 year projection no added staff; 10 year projection 1 added staff
2. Administrative Services Director: 168 SF
3. Two Clerk Receptionists: 168 SF
4. Executive Assistant (also supports Finance and City Manager): (Vacant): 110 SF
5. Storage area for file cabinets: 750 SF or larger
6. Replacement for offsite storage: 210 SF current; offsite storage needs will be considered at a later step in facility evaluation
7. Subtotal net area: 1,406 SF net
8. Additive factor: 422 SF
9. **Total gross area for Administrative Services: 1,828 SF gross**

E. Needs Analysis for Finance

1. Current staff: 3; 5 year projection 1 added staff; 10 year projection no added staff
2. Four offices: 560 SF
3. Archived financial records: 225 SF
4. Subtotal net area: 785 SF net
5. Additive factor: 236 SF
6. **Total gross area for Finance Department: 1,021 SF gross**

F. Needs Analysis for City Manager

1. Current staff: 1; 5 year projection no added staff; 10 year projection no added staff
2. City Manager: 420 SF
3. Subtotal net area: 420 SF net
4. Additive factor: 126 SF
5. **Total gross area for City Manager: 546 SF gross**

G. Needs Analysis for Community and Economic Development

1. Current staff: 4; 5 year projection 1 added staff; 10 year projection no added staff
2. CED Director: 144 SF
3. Administrative Secretary/Permit Tech: 200 SF
4. Building Inspector/Code Enforcement: 100 SF

5. Plan review room/library: 120 SF
6. File storage: Assume 240 SF
7. (Offsite) storage and future scanner: 400 SF
8. Subtotal net area: 1,204 SF net
9. Additive factor: 362 SF
10. **Total gross area for CED: 1,566 SF gross**

H. Needs Analysis for Public Works

1. Current staff: 3; 5 year projection I added staff; 10 year projection no added staff
2. PW Director: Assume 150 SF
3. PW Foreman: desk at maintenance shop
4. Administrative Secretary: Assume 100 SF
5. Subtotal net area: 250 SF net
6. Additive factor: 75 SF
7. **Total gross area for Public Works: 325 SF gross**

I. Total SF Gross Area of Office Departments

1. The gross area of the various Office Departments is summarized:
 - Shared Spaces: 4,964 SF gross
 - Administrative Services: 1,828 SF gross
 - Finance: 1,021 SF gross
 - City Manager: 546 SF gross
 - Community and Economic Development: 1,566 SF gross
 - Public Works: 325 SF gross
2. **Total gross SF area of Office Departments: 10,250 SF gross**

J. Parking for City Hall Office and City Council Uses

1. The current City zoning ordinance requires 1 space per 300 SF gross area of office use. The gross area of the various office Departments per the needs analysis is 10,250 SF.

2. **Total parking required for Office Departments: 10,250 SF/300 = 35 parking spaces.**

3. If the assumption is made to assign **500 SF per parking space, 35 spaces x 500 SF = 17,500 SF gross area is needed to park 35 cars to accommodate the office uses.** Note: Parking areas are more or less efficient dependent on a variety of factors such as site dimensions, numbers of ingress/egress points, 90 degree vs. angled parking, location of secured parking spots, etc. A site specific evaluation is recommended in order to develop a more accurate determination of the area needed to park cars for Union Gap's office uses.

4. Per item C. above – **City Council parking is needed on occasion to accommodate 120 people.** If the assumption is made that on average one car brings two people to a Council meeting, then 60 parking spaces would be utilized. Since City Council use of parking occurs other than regular business hours, as

long as the Council meetings are in the evening, some of the parking needs for Council meetings can be met by the parking provided in the office use parking spaces. Dependent on which option is selected- demo, substantial/minor remodel, or new construction, parking for City Council should be reviewed.

K. Area of Existing City Hall Building and the Block between Ahtanum Street, Franklin Street, 1st and 2nd Streets

1. The east half of the block is 100' x 375' = 37,500 SF
2. The west half of the block is (10' x 375' = 37,500 SF) minus (Lot 3105 @ 50' x 100' = 5,000 SF and the south half of part of parcel 3103 to its north @ 25' x 100' = 2,500 SF, totaling 7,500 SF) = 30,000 SF
3. Total area of the east and west halves of the block: 67,500 SF
4. The alley between the east and west half of the block is 30' x 375' = 11,250 SF. A main sewer line is located in the alley, flowing from north to south. A building may not be placed on top of a main sewer line; however, a parking area may be.
5. The existing area of the City Hall building, including the well house, is approximately 8,669 SF gross.

L. Area Needed for City Hall Office Departments plus Parking

1. Total gross area of Office Departments = 10, 250 Sf gross
2. Total gross area needed to park 35 cars for Office Departments use = 17,500 SF
3. Assume total gross area for site improvements such as sidewalks and landscaping, given the use of the east half of the current City Hall block @ 37,500 SF = 10' x 100 lineal feet along Ahtanum Street + 10' x 100 lineal feet along Franklin Street + 10' x 375 lineal feet along 1st Street = 5,750 SF gross for site improvements.
4. The total of lines 1, 2 and 3 above is 33,500 SF gross, which is 4,000 SF under the 37,500 SF area of the east half of the current City Hall block.

M. Needs Analysis for the Fire Department

1. Current staff 26; 5 year projection 2 added staff; 10 year projection 3 added staff
2. Current area 6,500 to 7,500 SF gross within four different structures plus use of an adjacent house for physical fitness.
3. Projected SF per Department responses: "The current facility was not designed to house career full time members or the apparatus or equipment that the department has. The facility has been a subject of L And I evaluations and is in current need of upgrades or replacement.... The total square footage

necessary to meet the requirements of the various codes and standards is approximately 21,000 to 27,000 (gross) square feet and may be more based on configuration of the apparatus bay."

Furthermore, when taken on a room by room basis from the list provided by the Department responses and with areas assigned to each room based on fire station projects designed by various architects, the area of the Fire Department equals approximately 20,000 SF gross plus two large sheds. Thus, an order of magnitude **total gross area for the Fire Department of 20,000 to 27,000 SF gross is assumed.**

4. Per the Department Responses, to the question as to whether there could be a shared reception area with other Departments, "...No, unless there is a discussion about integration of the fire department operation into either a public safety building or city hall which has not been discussed. "

5. Secured parking is needed. Per the City zoning ordinance, 1 space is required per 200 SF gross area; **the FD would be required to park approximately 35 cars. Currently, the FD parks outside, on site 21 total vehicles – 12 staff, 3 public and 6 pieces of equipment.** The security of FD and fire fighter vehicles is specific to FD protocol, which will influence further consideration of FD parking needs.

6. It is assumed the FD will not co-locate with City Hall office uses. Parking for the FD is not included in item J. above.

N. Needs Analysis for the Police Department

1. Current staff: 25; 5 year projection no added staff; 10 year projection 3 added staff

2. Current area is noted in the Capital Facilities Element 4: CF-21 at roughly 3,830 SF. The Department Responses indicate that double the current area is needed; thus, an order of magnitude **total gross area for the Police Department of 7,600 SF gross is assumed.**

3. The Police Department Responses indicate that there can be no sharing of rooms with other City Departments, including no shared reception area.

4. Secured parking is needed for staff vehicles and for site control during the transfer of detainees from a police vehicle into the building. The current City zoning ordinance requires 1 parking space per 200 SF gross area of building; **at 3,830 SF gross for the current PD location, 19 spaces would be required. Currently, the PD parks 4 public and 10 pieces of police vehicles/equipment.**

5. If the assumption is made to assign 500 SF per parking space, **19 spaces x 500 SF = 9,500 SF gross area is needed to park 19 cars.** Note: parking areas are more or less efficient dependent on a variety of factors such as site dimensions, number of ingress/egress points, 90 degree vs. angled parking, location of secured spots, etc. A site specific evaluation is recommended in order to develop a more accurate determination of the area needed to park cars for Union Gap's PD uses.

Further evaluation of PD parking needs is recommended, including the means by which secured transfer of detainees occurs. Factors specific to Department protocol will influence the provision of parking, including the possibility of shared secured parking with other City Departments

6. For the purposes of item J. above, parking for the PD is not included. If the PD were to co-locate with City Hall office uses, the provision of parking spaces must accommodate the specific needs of both PD and office uses on one, campus site.

7. Assuming co-location of office Departments and the Police Department on one site, a total of 35 (office) + 19 (PD) = 54 spaces is required on one site. If the assumption is made to assign 500 SF per parking space, 54 spaces x 500 SF = 27,000 SF gross area is needed to park 54 cars. Note: parking areas are more or less efficient dependent upon a variety of factors such as site dimensions, number of ingress/egress points, 90 degree vs. angled parking, location of secured parking spots, etc. A site specific evaluation is recommended.

December 31, 2013

City of Union Gap Facilities

Phase 1- Information Space and Site Plan

4. Budget Assumptions for City Hall Options

A. Existing building: a few notes

Refer to 2. City Hall Considerations for an outline of pertinent issues.

Refer to the Capital Facilities Element of the City of Union Gap Comprehensive Plan, July 2009, for a more detailed description of the history of use of the City Hall facility.

It is to be noted that the building was vacated, not condemned, which impacts the type of building code and fire/life safety review that would be conducted if the building were to be re-occupied for essentially the same uses as previously. These uses are 2012 International Building Code (IBC) Assembly Group A (generally, occupant load 50 or more) and Business Group B. If the floor plan is reconfigured so that any of the rooms will be occupied by 50 or more people, exiting per Table 1004.1.2 will need to be reviewed, among other reviews.

The City may wish to consider developing a public education program for the fact that the building can be safely occupied, if so determined. Consider ongoing monitoring of the building if this becomes applicable.

Alterations to street frontage and parking improvements are not listed in the assumptions for each option, as the extent of this work is not known.

Budget for "soft" costs such as furniture, fixtures and equipment (FF&E), i.e., moveable items (also including interior and exterior window coverings, computers, security systems, signage)- other than security systems as noted in Option C below- are not included in the budget assumptions, as extent of this work is not known.

B. Budget Options

Four options were considered in this report for the future of City Hall facilities: demolish the existing building; substantially renovate the existing building for Office Departments not including the Police and Fire Departments; complete a minor renovation of the existing building for Office Departments not including the Police and Fire Departments; and new construction for the Office Departments and Police Department. Assumptions for each option follow; refer to the Appendix for the cost breakdown of each option.

C. Budget Option: Demolish existing building

1. Building is approximately 8,669 SF gross, including the approximately 175 SF Well House No. 2. The City Water Department will take control of the well house. A placeholder budget for demo of this area will be included.
2. Exterior is primarily brick with some areas of lap siding and Marblecrete. Assume wood framing throughout, including exposed glu lams in the library, with the exception of CMU walls, assumed to be 20% of the total of interior walls. Slab on grade with an area in the storage room that has a concrete pit approximately 4' deep by 8' by 8'. The Copy room has a wood floor framed above the slab. Several floor levels occur per the redlined floor plan, attached.
3. Haz mat report consulting fee (assume \$5,000) and mitigation (assume \$5/SF) will be required.
4. Leave site clean, with non-structural fill level to existing grade, which slopes to the south, and no remnants of foundation left on site.
5. Prevailing wage rates apply.
6. Assume some impact to adjacent sidewalks and parking areas right around the building, as a result of demo.
7. Assume typical municipal utilities will be discovered and capped off.
8. Typical ACP ceilings throughout, with some hard ceilings in areas such as in the Break Room above the ACP and in the Storage room. Multiple levels of ACP, hard lid and acoustical ceiling tile fixed to the hard lid, are evident in the building.
9. Some interior casework exists, such as the dais platform in the Council/Court, and in the Library and Admin Secretary/Receptionist area, and Development Coordinator office.
10. Plumbing fixtures exist in the restrooms.
11. The roof is comprised of several varying heights of more or less flat roof, with consequent discontinuous flashings and exposed, likely uninsulated ductwork at the southwest. There is more than one roof top unit, and other than the unit with exposed ductwork, the ducts are in interstitial space between the roof deck and suspended ceilings or under the slab in the Library. Some rooms have electric baseboard heating, such as the Public Works Secretary and Director, Former City Clerk and Unknown (office).

D. Budget Option: Substantial remodel of existing building

1. Assume various HVAC cost ranges per mechanical engineer Routh Consulting's attached email description of potential renovations. Clean all mechanical equipment and ductwork and interstitial spaces, primarily at ceilings but also at floors. There are numerous layers of various materials throughout the building.
2. Assume new interior ADA access to mitigate the various floor levels. 1 to 12 slope ramps with handrails will require the use of otherwise useable floor space. At the two steps at the restrooms near the Library and the two steps near the Court entrance, the floor plan may have to be reconfigured.
3. Assume some level of electrical upgrades to accommodate current Department needs and floor plan alterations. Assume all new interior lighting (using other than the current typical T12 fluorescent fixtures). Assume new exterior lighting as necessitated by alterations to ingress/egress locations for public and staff.

4. Build new, sloped, unheated roof structure over approximately 900 SF of "bathtub", at the lowest roof areas, to keep rain/snow away from this location, which appears to be the source of the water intrusion into the Storage room, with its possibly localized, mold.
5. Provide and install new security systems as dictated by reassignment of room uses and altered patterns of separation between staff and public spaces.
6. Provide and install new finishes- flooring, new paint, new ACP throughout.
7. Provide and install new windows. Most existing windows, other than the fixed insulated, stopped-in units at the Library, are older insulated metal units with no thermal break.
8. Assume cuts into the floor system to accommodate new restrooms (dependent on the new occupant load to the building) and/or alterations in existing restrooms to accommodate ADA access.
9. Demolition of an assumed 25% of non and load bearing interior walls to accommodate a reconfigured floor plan.
10. Complete gut and redo of restrooms. Provide new restrooms as needed based on the new occupant load.
11. Rehang the interior doors that have been taken off the hinges.
12. Prep and paint exterior: doors, lap siding, soffits, flashings (unless these are replaced during roofing repair), glu lams, miscellaneous wood trim, lap siding at the walls at the one section of highest roof
13. Haz mat report consulting fee (assume \$5,000) and mitigation (assume \$5/SF) will be required. An air quality report will also be required (assume \$8 to 10,000). Both the haz mat and air quality reports should be conducted by an environmental engineering firm who is completely independent of the previous process and reports at City Hall, qualified to substantiate their conclusions. Such firms are available in the Seattle area.
14. We recommend an attic investigation prior to any roofing or construction if the building is remodeled. This would start with removing all the layers of sub ceilings in the Storage, Mechanical and Copy rooms and exposing the structure until there is no more evidence of mold or water intrusion or condensation damage. A more accurate scope of work can be defined at that time for the remediation of damage. There is a cost implication for this work that will need to be verified upon project initiation.

E. Option: Minor remodel of existing building

1. Develop a new public entry, at Library or Court Entrance, so that air quality issues associated with the former main public entry along Ahtanum Road, can be mitigated/eliminated and to take advantage of the essentially level or already accessible entry. Develop a floor plan that utilizes this exterior door for exit only or infrequent entry by staff.
2. Assume new interior ADA access to mitigate the various floor levels. 1 to 12 slope ramps with handrails will require the use of otherwise useable floor space. At the two steps at the restrooms near the Library and the two steps near the Court entrance, the floor plan may have to be reconfigured.
3. Complete gut and redo of restrooms; bring at least one men's and one women's restroom up to ADA compliance. Note that the walls surrounding the restrooms adjacent to the former Library are CMU.
4. Adapt Department functions to occupy existing floor plan with minimal changes. Review off-site storage needs associated with this approach.

5. Haz mat report consulting fee (assume \$5,000) and mitigation (assume \$5/SF) will be required. An air quality report will also be required (assume \$8 to 10,000). Both the haz mat and air quality reports should be conducted by an environmental engineering firm who is completely independent of the previous process and reports, qualified to substantiate their conclusions. Such firms are available in the Seattle area.
6. Clean all mechanical equipment and ductwork and interstitial spaces, primarily at ceilings but also at floors. There are numerous layers of various ceiling materials throughout the building.
7. Clean the entire building including windows and light fixtures, and wash the walls; rehang the interior doors that have been taken off the hinges.
8. Provide and install new finishes- flooring, new paint, new ACP.
9. Update signage to reflect the locations of various Departments, both interior and exterior.
10. Build new, sloped, unheated roof structure over approximately 900 SF of "bathtub", at the lowest roof areas, to keep rain/snow away from this location, which appears to be the source of the water intrusion into the Storage room, with its possibly localized, mold.
11. Review and repair as needed, roof drains and soffit ventilation.
12. Prep and paint exterior: doors, lap siding, soffits, flashings (unless replaced during roofing repair), glu lams, miscellaneous wood trim, lap siding at the walls at the one section of highest roof.
13. We recommend an attic investigation prior to any roofing or construction if the building is remodeled. This would start with removing all the layers of sub ceilings in the Storage, Mechanical and Copy rooms and exposing the structure until there is no more evidence of mold or water intrusion or condensation damage. A more accurate scope of work can be defined at that time for the remediation of damage. There is a cost implication for this work that will need to be verified upon project initiation.
14. Begin deliberation as to the life span intended for re-occupation of this facility.

F. New construction

15. Build a new facility, after consideration of which Departments are to be co-located within one building and/or on one site.
16. In order to review this new construction option as a more direct "apples to apples" comparison with the substantial and minor remodel options C and D above, assume an area of 10,250 SF gross (not including future expansion) per the needs analysis in the "Summary of Staff and Square Foot Areas per Department for Facility and Parking Use" for office Departments.
17. Assume 12,000 SF gross per the Capital Facilities Element recommendation on sheet 4: CF-21, as the area needed to accommodate future expansion.
18. Assume a separate budget for the Police Department's 7,600 SF as noted in the needs analysis.
19. Assume typical Type VB, fire sprinklered (the assumption is made that sprinklers will be required to get the SF area increases needed within this type of construction) commercial construction for public buildings of average quality and conforming to all applicable codes such as the Washington State Energy Code and Washington State Amendments to the IBC, Chapter 11 Accessibility, etc.

20. Assume the facility is built on a site with the full range of municipal utilities available to the property line.

City of Union Gap Facilities

Phase 1- Information Space and Site Plan

APPENDIX

A. Google Aerial Site/Roof Plan

B. City Hall Concept Floor Plan

C. City Hall Concept Roof Plan

D. Budget Options

E. Summary Sheets of Needs Analysis by Department

F. Ordinance 2623 adopting the July 2009 Union Gap Comprehensive Plan; sheets 4: CF-19 through 23 of the Capital Facilities Element, included within the Comprehensive Plan

City of Union Gap Facilities

Phase 1- Information Space and Site Plan

APPENDIX A.

Google Aerial Site/Roof Plan follows.



City of Union Gap Facilities

Phase 1- Information Space and Site Plan

APPENDIX B.

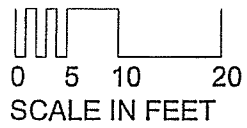
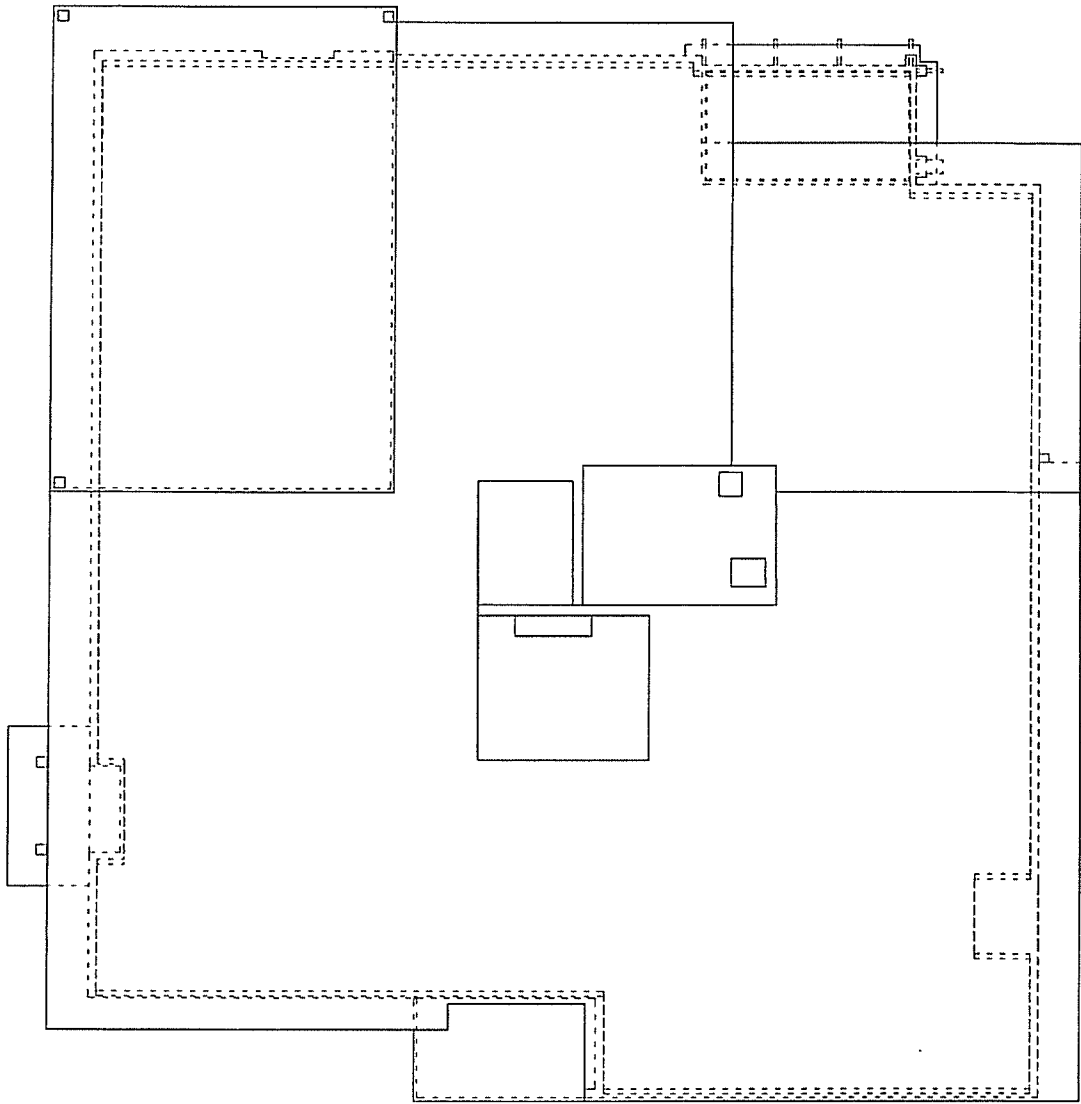
A Concept Floor Plan of the existing City Hall facility follows. This plan was developed from information obtained from a number of sources and is included as a reference document for orientation purposes only. Formal as-built drawings will be needed if the facility is to undergo a substantial or minor remodel project.

City of Union Gap Facilities

Phase 1- Information Space and Site Plan

APPENDIX C.

A Concept Roof Plan of the existing City Hall facility follows. This plan was extrapolated from the Concept Floor Plan and on site observations. It is included as a reference document for orientation purposes only. Formal as-built drawings will be needed if the facility is to undergo a substantial or minor remodel project.



CONCEPT ROOF PLAN

ROOF AREAS
 GROSS: 10,005 sf
 WELL HOUSE: 175 SF
 SOFFIT: 1,336 SF

Union Gap City Hall
 102 West Ahtanum Road
 Union Gap, Washington



City of Union Gap Facilities

Phase 1- Information Space and Site Plan

APPENDIX D.

Note: Four budget options follow- Demolition, Substantial/Major Remodel, Minor Remodel, New Construction for Office Departments. Numerous assumptions have been made, which will require confirmation when a project is initiated and an Owner/Architect/Engineer project team is assembled.

**Union Gap City Hall
Option B - Demolition**

Project name Union Gap City Hall - Demo

Architect Trahe Architects

Labor rate table Fed Yakima 2012 02

Equipment rate table BCCD2013

Job size 8905 sf

Report format
Sorted by 'Bid Item/Group phase'
'Detail' summary
Print item notes
Print sort level notes

| Item | Description | Takeoff Qty | Unit | Amount | Subcontract | Equipment | Other | Unit Cost | Total |
|-------------------------------------|--|-------------|------|--------|-------------|-----------|-------|--------------|---------|
| B Demolish Existing Building | | | | | | | | | |
| 02-41-16.00 | Structure Demolition | | | | | | | | |
| 0010 | Building Demo, Excavator 1 1/2cy | 89,050.00 | cf | 8,793 | - | 10,291 | - | 0.214 /cf | 19,084 |
| 0100 | SOG Demolition, 4", Unreinforced, 1 1/2cy exc. x | 9,385.00 | sf | 4,634 | - | 5,423 | - | 1.072 /sf | 10,057 |
| 1020 | Footing & Fdn Demolition, Max 3ft, 2cy exc. x | 600.00 | lf | 1,185 | - | 1,893 | - | 5.13 /lf | 3,078 |
| | Structure Demolition | | | 14,612 | | 17,608 | | | 32,219 |
| | 295.95 Labor hours | | | | | | | | |
| | 147.98 Equipment hours | | | | | | | | |
| 02-41-19.00 | Selective Structure Demolition | | | | | | | | |
| 0100 | Selective demolition, dump charges, debris, includes tipping fees only | 461.00 | ton | - | 34,575 | - | - | 75.00 /ton | 34,575 |
| 0100 | Selective demolition, dump charges, concrete, includes tipping fees only | 562.00 | ton | - | 22,480 | - | - | 40.00 /ton | 22,480 |
| 0100 | Load out demo, 1 1/2cy excavator, x | 1,203.00 | cy | 4,950 | - | 5,793 | - | 8.93 /cy | 10,742 |
| | Selective Structure Demolition | | | 4,950 | | 5,793 | | | 67,797 |
| | 100.25 Labor hours | | | | | | | | |
| | 50.13 Equipment hours | | | | | | | | |
| 02-82-13.00 | Asbestos Abatement | | | | | | | | |
| | Asbestos Abatement | 8,905.00 | sf | - | 44,525 | - | - | 5.00 /sf | 44,525 |
| | Asbestos Abatement | | | | 44,525 | | | | 44,525 |
| 22-05-00.00 | Common Work Results For Plumbing | | | | | | | | |
| | Water Disconnect | 1.00 | ls | - | 1,500 | - | - | 1,500.00 /ls | 1,500 |
| | Sewer Disconnect | 1.00 | ls | - | 500 | - | - | 500.00 /ls | 500 |
| | Gas Disconnect | 1.00 | ls | - | 700 | - | - | 700.00 /ls | 700 |
| | Common Work Results For Plumbing | | | | 2,700 | | | | 2,700 |
| 25-05-00.00 | Common Work Results For Electrical | | | | | | | | |
| | Electrical Disconnect | 1.00 | ls | - | 1,000 | - | - | 1,000.00 /ls | 1,000 |
| | Common Work Results For Electrical | | | | 1,000 | | | | 1,000 |
| 31-22-00.00 | Grading | | | | | | | | |
| 0012 | Fine grading, finish grading, small area, to be paved with grader | 1,000.00 | sy | 987 | - | 734 | - | 1.722 /sy | 1,722 |
| | Grading | | | 987 | | 734 | | | 1,722 |
| | 20.00 Labor hours | | | | | | | | |
| | 10.00 Equipment hours | | | | | | | | |
| 31-23-16.00 | Excavation | | | | | | | | |
| 0006 | Hauling, 20cy, 1hr/hr, debris | 1,154.00 | lcy | 2,300 | - | 4,680 | - | 6.05 /lcy | 6,980 |
| 0006 | Hauling, 20cy, 1hr/hr, conc | 281.00 | lcy | 560 | - | 1,142 | - | 6.05 /lcy | 1,702 |
| | Excavation | | | 2,860 | | 5,822 | | | 8,682 |
| | 71.75 Labor hours | | | | | | | | |
| | 143.50 Equipment hours | | | | | | | | |
| 31-23-23.00 | Fill | | | | | | | | |
| 1600 | Backfill, bulk, Cleanup | 396.00 | ecy | 2,093 | - | 4,932 | - | 37.74 /ecy | 14,945 |
| | Fill | | | 2,093 | | 4,932 | | | 14,945 |
| | 39.60 Labor hours | | | | | | | | |
| | 49.50 Equipment hours | | | | | | | | |
| B Demolish Existing Building | | | | | | | | | |
| | | 25,501 | | 64,975 | 46,225 | 34,900 | 0 | 19.50 /sf | 173,601 |

Estimate Totals

| Description | Amount | Totals | Hours | Rate | Cost Basis | Cost per Unit | Percent of Total |
|------------------------|--------|--------|-------|------|------------|---------------|------------------|
| 8,905.00 sf | | | | | | | |
| 527.55 Labor hours | | | | | | | |
| 401.10 Equipment hours | | | | | | | |

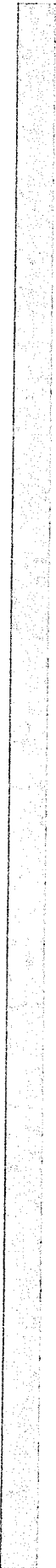
Standard Estimate Report
Union Gap Cty Hall - Demo

Estimate Totals

| | | | | | |
|---------------------|----------------|-------------|-------------------|--------|--------|
| Labor | 25,501 | 527,550 hrs | 2,864 /sf | 10.03% | 68.29% |
| Material | 64,975 | | 7,296 /sf | 25.56% | |
| Subcontract | 48,225 | | 5,415 /sf | 18.97% | |
| Equipment | 34,900 | 401,100 hrs | 3,919 /sf | 13.73% | |
| Other | 173,601 | | 19,495 /sf | | |
| | <u>173,601</u> | | | | |
| Contingency | 17,360 | 10.000 % | 1,949 /sf | 6.83% | |
| | <u>17,360</u> | | 21,444 /sf | 6.03 | 75.12% |
| Field OH | 15,277 | 8.000 % | 1,716 /sf | 6.01% | |
| | <u>15,277</u> | | 23,160 /sf | 6.01 | 81.13% |
| Prime Margin | 20,624 | 10.000 % | 2,316 /sf | 0.11% | |
| | <u>20,624</u> | | 25,476 /sf | 0.11 | 89.24% |
| B&O Tax | 1,066 | 0.470 % | 0.120 /sf | 0.42% | |
| Gen. Liability Ins. | 2,034 | 0.800 % | 0.228 /sf | 0.80% | |
| | <u>3,100</u> | | 25,624 /sf | 1.22 | 90.46% |
| Bond Fee - Rate | 5,200 | 3.000 % | 0.585 /sf | 2.05% | |
| | <u>5,200</u> | | 26,409 /sf | 2.05 | 92.51% |
| Sales Tax Project | 19,049 | 8.100 % | 2,139 /sf | 7.48% | |
| Total | 254,219 | | 28,648 /sf | | |

**Union Gap City Hall
Option C - Major Remodel**

Project name Union Gap City Hall-Major
Architect Traho Architects
Labor rate table Fed Yakima 2012 02
Equipment rate table BCCD2013
Job size 8995 sf
Report format Sorted by 'Bid Item/SubBid Item/Group phase'
'Detail' summary
Print item notes
Print sort level notes



| Item | Description | Takeoff Qty | Labor | | Material | | Subcontract | | Equipment | | Other | | Unit Cost | | Total | Amount |
|-------------|---|--------------|--------|---|----------|---|-------------|---|-----------|---|--------|---|-----------|--------------|-------|--------|
| | | | Amount | | Amount | | Amount | | Amount | | Amount | | Amount | | | |
| 04-21-13.00 | Brick Masonry | | | | | | | | | | | | | | | |
| | New Entry Walls, Brick Veneer on Metal Stud | 400.00 sf | | | | | | | | | | | | 75.00 /sf | | 30,000 |
| | Paint Exterior | 8,905.00 sf | | | | | | | | | | | | 1.25 /sf | | 11,131 |
| | Brick Masonry | | | | | | | | | | | | | | | 41,131 |
| 08-13-13.00 | Aluminum-Framed Stone/roofs | | | | | | | | | | | | | | | |
| | Alum Ext. Doors | 2.00 ea | | | | | | | | | | | | 4,000.00 /ea | | 8,000 |
| | Aluminum-Framed Stone/roofs | | | | | | | | | | | | | | | 8,000 |
| 08-51-13.00 | Aluminum Windows | | | | | | | | | | | | | | | |
| | Exterior Alum Windows, 20% Wall | 820.00 sf | | | | | | | | | | | | 15.00 /sf | | 12,300 |
| | Aluminum Windows | | | | | | | | | | | | | | | 12,300 |
| C1010 | B2010 Exterior Walls | | 0 | 0 | 0 | 0 | 61,431 | 0 | 0 | 0 | 0 | 0 | 0 | | | 61,431 |
| | Partitions | | | | | | | | | | | | | | | |
| 08-13-13.00 | Hollow Metal Doors | | | | | | | | | | | | | | | |
| | Rehang Existing | 35.00 ea | | | | | 7,000 | | | | | | | 200.00 /ea | | 7,000 |
| | Hollow Metal Doors | | | | | | 7,000 | | | | | | | | | 7,000 |
| 09-21-16.00 | Gypsum Board Assemblies | | | | | | | | | | | | | | | |
| | Int, partitions, GWB on MU Stud | 2,000.00 sf | | | | | 40,000 | | | | | | | 20.00 /sf | | 40,000 |
| | Gypsum Board Assemblies | | | | | | 40,000 | | | | | | | | | 40,000 |
| 12-35-00.00 | Specialty Casework | | | | | | | | | | | | | | | |
| | 5000 Casework, plastic Laminate | 60.00 lf | | | | | 18,000 | | | | | | | 300.00 /lf | | 18,000 |
| | Specialty Casework | | | | | | 18,000 | | | | | | | | | 18,000 |
| C3010 | C1010 Partitions | | 0 | 0 | 0 | 0 | 66,000 | 0 | 0 | 0 | 0 | 0 | 0 | | | 66,000 |
| | Wall Finishes | | | | | | | | | | | | | | | |
| 09-31-23.00 | Interior Painting | | | | | | | | | | | | | | | |
| | Wall Finishes, 60% vinyl, 40% paint | 10,800.00 sf | | | | | 32,400 | | | | | | | 3.00 /sf | | 32,400 |
| | Interior Painting | | | | | | 32,400 | | | | | | | | | 32,400 |
| C3020 | C3010 Wall Finishes | | 0 | 0 | 0 | 0 | 32,400 | 0 | 0 | 0 | 0 | 0 | 0 | | | 32,400 |
| | Floor Finishes | | | | | | | | | | | | | | | |
| 09-66-00.00 | Carpeting | | | | | | | | | | | | | | | |
| | Flooring, 60% carpet, 30% VCT, 10% CT | 8,905.00 sf | | | | | 77,919 | | | | | | | 8.75 /sf | | 77,919 |
| | Carpeting | | | | | | 77,919 | | | | | | | | | 77,919 |
| C3030 | C3020 Floor Finishes | | 0 | 0 | 0 | 0 | 77,919 | 0 | 0 | 0 | 0 | 0 | 0 | | | 77,919 |
| | Ceiling Finishes | | | | | | | | | | | | | | | |
| 09-51-23.00 | Acoustical Tile Ceilings | | | | | | | | | | | | | | | |
| | ACT Suspended Ceilings 90% | 8,005.00 sf | | | | | 26,016 | | | | | | | 3.25 /sf | | 26,016 |
| | Special Suspended Ceilings 10% | 900.00 sf | | | | | 9,000 | | | | | | | 10.00 /sf | | 9,000 |
| | Acoustical Tile Ceilings | | | | | | 35,016 | | | | | | | | | 35,016 |
| C3030 | C3030 Ceiling Finishes | | 0 | 0 | 0 | 0 | 35,016 | 0 | 0 | 0 | 0 | 0 | 0 | | | 35,016 |
| D2010 | Plumbing | | | | | | | | | | | | | | | |
| 22-05-00.00 | 0010 Common Work Results For Plumbing | | | | | | | | | | | | | | | |
| | Plumbing Sub, New Restrooms | 600.00 sf | | | | | 12,000 | | | | | | | 20.00 /sf | | 12,000 |

| Item | Description | Takeoff Qty | Labor | Material | Subcontract | Name | Equipment | Other | Unit Cost | Total | Amount |
|-------------|---|-------------|--------|----------|-------------|------|-----------|--------|-----------|---------|---------|
| | | | Amount | Amount | Amount | | Amount | Amount | | | |
| D3010 | Common Work Results For Plumbing | | 0 | 0 | 12,000 | | 0 | 0 | 0 | 12,000 | 12,000 |
| | D2010 Plumbing | | | | | | | | | | |
| | HVAC | | | | | | | | | | |
| 22-05-00.00 | Common Work Results For Plumbing | | | | | | | | | | |
| | 0020 HVAC Clean Existing | 8,905.00 sf | - | - | 124,670 | | - | - | 14.00 /sf | 124,670 | 124,670 |
| | Common Work Results For Plumbing | | | | 124,670 | | | | | 124,670 | 124,670 |
| E2010 | D3010 HVAC | | 0 | 0 | 124,670 | | 0 | 0 | 0 | 124,670 | 124,670 |
| | Fixed Furnishings | | | | | | | | | | |
| 26-05-00.00 | Common Work Results For Electrical | | | | | | | | | | |
| | 0010 Electrical Sub, Rebuild & Upgrade | 8,905.00 sf | - | - | 44,525 | | - | - | 5.00 /sf | 44,525 | 44,525 |
| | Common Work Results For Electrical | | | | 44,525 | | | | | 44,525 | 44,525 |
| G2030 | E2010 Fixed Furnishings | | 0 | 0 | 44,525 | | 0 | 0 | 0 | 44,525 | 44,525 |
| | Pedestrian Paving | | | | | | | | | | |
| 32-13-00.00 | Rigid Paving | | | | | | | | | | |
| | 0020 Concrete paving Sidewalks | 200.00 sf | 0 | 0 | 1,600 | | 0 | - | 8.00 /sf | 1,600 | 1,600 |
| | Rigid Paving | | | | 1,600 | | | | | 1,600 | 1,600 |
| | G2030 Pedestrian Paving | | 0 | 0 | 1,600 | | 0 | 0 | 0 | 1,600 | 1,600 |
| | C Substantial Remodel of Existing Building | | 0 | 0 | 708,356 | | 0 | 0 | 0 | 708,356 | 723,356 |

Estimate Totals

| Description | Amount | Totals | Hours | Rate | Cost Basis | Cost per Unit | Percent of Total |
|---------------------|---------|-----------|-------|------|------------|---------------|------------------|
| Material | 708,356 | | | | | 79.546 /sf | 66.87% |
| Subcontract | 15,000 | | | | | 1,684 /sf | 1.42% |
| Equipment | 723,356 | 723,356 | | | | 81,230 /sf | 60.29% |
| Other | | | | | | | |
| Contingency | 72,330 | | | | T | 8,123 /sf | 6.83% |
| Field OH | 63,655 | | | | T | 7,148 /sf | 6.01% |
| Prime Merain | 63,655 | 859,347 | | | T | 96,502 /sf | 81.13% |
| B&O Tax | 4,443 | | | | T | 6,650 /sf | 8.11% |
| Gen. Liability Ins. | 8,474 | | | | T | 106,152 /sf | 89.24% |
| Bond Fac - Rate | 12,917 | 958,199 | | | T | 0,489 /sf | 0.42% |
| Sales Tax Project | 21,701 | 979,900 | | | T | 0,952 /sf | 0.80% |
| Sales Tax Project | 79,372 | 1,059,272 | | | C | 107,602 /sf | 90.46% |
| Total | | | | | T | 110,039 /sf | 2.05% |
| | | | | | T | 8,913 /sf | 7.49% |
| | | | | | | 118,952 /sf | |

**Union Gap City Hall
Option D - Minor Remodel**

Project name Union Gap City Hall-Minor

Architect Traho Architects

Labor rate table Fed Yakima 2012.02

Equipment rate table BCCD2013

Job elzo 8905 sf

Report format Sorted by 'Bid Item/SubBid Item/Group phase'
'Detail' summary
Print item notes
Print sort level notes

| Item | Description | Takeoff Qty | Unit | Amount | Material | Subcontract | Equipment | Other | Unit Cost | Total | Amount |
|-------------|---|-------------|------|--------|----------|-------------|-----------|-------|--------------|--------|--------|
| 04-21-13.00 | Brick Masonry | | | | | | | | | | |
| | New Entry Walls, Brick Veneer on Metal Stud | 400.00 | sf | - | - | 30,000 | - | - | 75.00 /sf | 30,000 | |
| | Paint Exterior | 9,905.00 | sf | - | - | 11,131 | - | - | 1.25 /sf | 11,131 | |
| | Brick Masonry | | | | | 41,131 | | | | 41,131 | |
| 08-13-13.00 | Aluminum-Framed Storefronts | | | | | | | | | | |
| | Alum Exl Doors | 2.00 | ea | - | - | 8,000 | - | - | 4,000.00 /ea | 8,000 | |
| | Aluminum-Framed Storefronts | | | | | 8,000 | | | | 8,000 | |
| B2010 | Exterior Walls | | | 0 | 0 | 49,131 | 0 | 0 | | 49,131 | |
| C1010 | Partitions | | | | | | | | | | |
| 08-13-13.00 | Hollow Metal Doors | | | | | | | | | | |
| | Rehang Existing | 35.00 | ea | - | - | 7,000 | - | - | 200.00 /ea | 7,000 | |
| | Hollow Metal Doors | | | | | 7,000 | | | | 7,000 | |
| 12-35-00.00 | Specialty Casework | | | | | | | | | | |
| | Casework, plastic Laminate | 30.00 | ll | 0 | 0 | 9,000 | - | - | 300.00 /ll | 9,000 | |
| | Specialty Casework | | | | | 9,000 | | | | 9,000 | |
| C1010 | Partitions | | | 0 | 0 | 16,000 | 0 | 0 | | 16,000 | |
| C3010 | Wall Finishes | | | | | | | | | | |
| 09-91-23.00 | Interior Painting | | | | | | | | | | |
| | Wall Finishes, 60% vinyl, 40% paint | 10,800.00 | sf | - | - | 32,400 | - | - | 3.00 /sf | 32,400 | |
| | Interior Painting | | | | | 32,400 | | | | 32,400 | |
| C3010 | Wall Finishes | | | 0 | 0 | 32,400 | 0 | 0 | | 32,400 | |
| C3020 | Floor Finishes | | | | | | | | | | |
| 09-68-00.00 | Carpeting | | | | | | | | | | |
| | Flooring, 60% carpet, 30% VCT, 10% CT | 6,905.00 | sf | - | - | 77,919 | - | - | 8.75 /sf | 77,919 | |
| | Carpeting | | | | | 77,919 | | | | 77,919 | |
| C3020 | Floor Finishes | | | 0 | 0 | 77,919 | 0 | 0 | | 77,919 | |
| C3030 | Ceiling Finishes | | | | | | | | | | |
| 09-51-23.00 | Acoustical Tile Ceilings | | | | | | | | | | |
| | ACT Suspended Ceilings 80% | 8,905.00 | sf | - | - | 28,941 | - | - | 3.25 /sf | 28,941 | |
| | Acoustical Tile Ceilings | | | | | 28,941 | | | | 28,941 | |
| C3030 | Ceiling Finishes | | | 0 | 0 | 28,941 | 0 | 0 | | 28,941 | |
| D2010 | Plumbing | | | | | | | | | | |
| 22-05-00.00 | Common Work Results For Plumbing | | | | | | | | | | |
| | Plumbing Sub, New Restrooms | 600.00 | sf | - | - | 9,000 | - | - | 15.00 /sf | 9,000 | |
| | Common Work Results For Plumbing | | | | | 9,000 | | | | 9,000 | |
| D2010 | Plumbing | | | 0 | 0 | 9,000 | 0 | 0 | | 9,000 | |
| D3010 | HVAC | | | | | | | | | | |
| 22-05-00.00 | Common Work Results For Plumbing | | | | | | | | | | |
| | HVAC Clean Existing | 8,905.00 | sf | - | - | 6,679 | - | - | 0.75 /sf | 6,679 | |

Standard Estimate Report
Union Gap Cty Hall-Minor

| Item | Description | Takeoff Qty | Labor Amount | Material Amount | Subcontract Amount | Equipment Amount | Other Amount | Unit Cost | Total Amount |
|---|--------------------------------|-------------|--------------|-----------------|--------------------|------------------|---------------|-----------|----------------|
| <i>Common Work Results For Plumbing</i> | | | | | | | | | |
| D3010 HVAC | Fixed Furnishings | | 0 | 0 | 6,679 | 0 | 0 | 0 | 6,679 |
| <i>Common Work Results For Electrical</i> | | | | | | | | | |
| 26-05-00.00 | 0010 Electrical Sub. Rebuild | 8,905.00 sf | - | - | 8,905 | - | - | 1.00 /sf | 8,905 |
| <i>Common Work Results For Electrical</i> | | | | | | | | | |
| E2010 | 0010 Fixed Furnishings | | 0 | 0 | 8,905 | 0 | 0 | 0 | 8,905 |
| <i>Common Work Results For Paving</i> | | | | | | | | | |
| 22-13-00.00 | 0020 Concrete paving Sidewalks | 200.00 sf | 0 | 0 | 1,600 | 0 | - | 8.00 /sf | 1,600 |
| <i>Common Work Results For Paving</i> | | | | | | | | | |
| G2030 | 0020 Pedestrian Paving | | 0 | 0 | 1,600 | 0 | 0 | 0 | 1,600 |
| D Minor Remodel of Existing Building | | | 0 | 0 | 426,455 | 0 | 15,000 | | 441,455 |

Estimate Totals

| Description | Amount | Totals | Hours | Rate | Cost Basis | Cost per Unit | Percent of Total |
|--------------------|---------------|----------------|-------|----------------|-------------------|---------------|------------------|
| Labor | 426,455 | 441,455 | | | 47,889 /sf | 63.16% | |
| Material | 15,000 | | | | 1,664 /sf | 2.22% | |
| Subcontract | 441,455 | | | | 49,574 /sf | 66.30% | |
| Equipment | | | | | | | |
| Other | | | | | | | |
| Continuancy | 56,210 | | | | 7,436 /sf | 9.81% | |
| | 66,210 | 507,673 | | 15.000 % | 57,010 /sf | 75.19% | |
| Field OH | 40,634 | | | | 4,561 /sf | 6.02% | |
| | 40,634 | 548,207 | | 8.000 % | 61,571 /sf | 81.20% | |
| Prime Merain | 54,029 | | | | 6,157 /sf | 8.12% | |
| | 54,029 | 603,116 | | 10.000 % | 67,728 /sf | 89.33% | |
| B&O Tax | 2,835 | | | | 0.318 /sf | 0.42% | |
| Gen. Liabiliv Ins. | 5,402 | | | | 0.607 /sf | 0.80% | |
| | 8,237 | 611,353 | | 0.800 % | 68,653 /sf | 90.55% | |
| Bond Fee - Ratio | 13,264 | | | | 1,487 /sf | 1.96% | |
| | 13,264 | 624,617 | | 3.000 % | 70,140 /sf | 92.51% | |
| Sales Tax Project | 50,502 | | | | 5,681 /sf | 7.48% | |
| Total | 50,502 | 675,169 | | 8.100 % | 75,821 /sf | | |

Union Gap City Hall
Option E- New Construction

Project name Union Gap City Hall - New

Architect Trahe Architects

Labor rate table Fed Yakima 2012 02

Equipment rate table BCCD2013

Job size 0905 sf

Report format Sorted by 'Bid Item/SubBid Item/Group phase'
'Detail' summary
Print Item notes
Print sort level notes

| Item | Description | Takeoff Qty | Labor Amount | Material Amount | Subcontract Amount | Equipment Amount | Other Amount | Unit Cost | Total Amount |
|------------------------------------|---|--------------|--------------|-----------------|--------------------|------------------|--------------|--------------|--------------|
| E New Construction | | | | | | | | | |
| A1010 Standard Foundations | | | | | | | | | |
| 03-30-00.00 | Cast-In-Place Concrete | 410.00 lf | - | - | 73,800 | - | - | 180.00 /lf | 73,800 |
| | Standard Foundation | 10,250.00 sf | - | - | 60,938 | - | - | 5.95 /sf | 60,938 |
| | Slab On Grade | 10,250.00 sf | - | - | 11,788 | - | - | 1.15 /sf | 11,788 |
| | Foundation Earthwork | | | | 146,575 | | | | 146,575 |
| | Cast-In-Place Concrete | | | | | | | | |
| A1010 Standard Foundations | | | | | | | | | |
| | | | 0 | 0 | 146,575 | 0 | 0 | 0 | 146,575 |
| B1020 Roof Construction | | | | | | | | | |
| Wood Framing | | | | | | | | | |
| 05-11-00.00 | Roof Structure, wood Truss, Peaked | 10,250.00 sf | - | - | 99,938 | - | - | 9.75 /sf | 99,938 |
| | Roofing, Metal | 10,250.00 sf | - | - | 56,938 | - | - | 5.75 /sf | 56,938 |
| | Roofing, Halchos, Platforms | 2.00 ea | - | - | 2,000 | - | - | 1,000.00 /ea | 2,000 |
| | Soffits, 400lf x 3lf | 1,200.00 sf | - | - | 24,000 | - | - | 20.00 /sf | 24,000 |
| | Wood Framing | | | | 184,875 | | | | 184,875 |
| B1020 Roof Construction | | | | | | | | | |
| | | | 0 | 0 | 184,875 | 0 | 0 | 0 | 184,875 |
| B2010 Exterior Walls | | | | | | | | | |
| Brick Masonry | | | | | | | | | |
| 04-21-13.00 | Brick Veneer on Metal Stud | 4,100.00 sf | - | - | 135,300 | - | - | 33.00 /sf | 135,300 |
| | Brick Masonry | | | | 135,300 | | | | 135,300 |
| Aluminum-Framed Storefronts | | | | | | | | | |
| 08-43-13.00 | Alum Ext. Doors | 6.00 ea | - | - | 24,000 | - | - | 4,000.00 /ea | 24,000 |
| | Aluminum-Framed Storefronts | | | | 24,000 | | | | 24,000 |
| Aluminum Windows | | | | | | | | | |
| 08-51-13.00 | Exterior Alum Windows, 20% Wall | 820.00 sf | - | - | 4,305 | - | - | 5.25 /sf | 4,305 |
| | Aluminum Windows | | | | 4,305 | | | | 4,305 |
| B2010 Exterior Walls | | | | | | | | | |
| | | | 0 | 0 | 183,605 | 0 | 0 | 0 | 183,605 |
| C1010 Partitions | | | | | | | | | |
| Hollow Metal Doors | | | | | | | | | |
| 08-13-13.00 | Hollow Metal, 200s/ldr | 50.00 ea | - | - | 75,000 | - | - | 1,500.00 /ea | 75,000 |
| | Hollow Metal Doors | | | | 75,000 | | | | 75,000 |
| Gypsum Board Assemblies | | | | | | | | | |
| 09-21-16.00 | Int. Partitions, GWB on MU Stud, 20s/lf | 5,130.00 sf | - | - | 31,805 | - | - | 6.20 /sf | 31,805 |
| | Gypsum Board Assemblies | | | | 31,805 | | | | 31,805 |
| Toilet Compartments | | | | | | | | | |
| 10-21-13.00 | Toilet Partitions | 10,250.00 sf | - | - | 7,688 | - | - | 0.75 /sf | 7,688 |
| | Toilet Compartments | | | | 7,688 | | | | 7,688 |
| Specialty Casework | | | | | | | | | |
| 12-35-00.00 | 5000 Casework, plastic Laminato | 300.00 lf | 0 | 0 | 90,000 | - | - | 300.00 /lf | 90,000 |
| | Specialty Casework | | | | 90,000 | | | | 90,000 |
| C1010 Partitions | | | | | | | | | |
| | | | 0 | 0 | 204,494 | 0 | 0 | 0 | 204,494 |
| C3010 Wall Finishes | | | | | | | | | |

| Item | Description | Takeoff Qty | Labor Amount | Material Amount | Subcontract Amount | Equipment Amount | Other Amount | Unit Cost | Amount |
|-------------|--|--------------|--------------|-----------------|--------------------|------------------|--------------|-----------|---------|
| 09-91-23.00 | Interior Painting Wall Finishes, 60% vinyl, 40% paint | 14,360.00 sf | - | - | 43,080 | - | - | 3.00 /sf | 43,080 |
| | Interior Painting | | | | 43,080 | | | | 43,080 |
| C3010 | Wall Finishes | | 0 | 0 | 43,080 | 0 | 0 | | 43,080 |
| C3020 | Floor Finishes | | | | | | | | |
| 09-68-00.00 | Carpeting Flooring, 60% carpet, 30% VCT, 10% CT | 10,250.00 sf | - | - | 89,688 | - | - | 8.75 /sf | 89,688 |
| | Carpeting | | | | 89,688 | | | | 89,688 |
| C3030 | Floor Finishes | | 0 | 0 | 89,688 | 0 | 0 | | 89,688 |
| C3030 | Ceiling Finishes | | | | | | | | |
| 09-51-23.00 | Acoustical Tile Ceilings ACT Suspended Ceilings 90% | 9,225.00 sf | - | - | 29,981 | - | - | 3.25 /sf | 29,981 |
| | Special Suspended Ceilings 10% | 1,025.00 sf | - | - | 10,250 | - | - | 10.00 /sf | 10,250 |
| | Acoustical Tile Ceilings | | | | 40,231 | | | | 40,231 |
| C3030 | Ceiling Finishes | | 0 | 0 | 40,231 | 0 | 0 | | 40,231 |
| D2010 | Plumbing | | | | | | | | |
| 22-05-00.00 | Common Work Results For Plumbing Plumbing Sub. x | 10,250.00 sf | - | - | 102,500 | - | - | 10.00 /sf | 102,500 |
| | Common Work Results For Plumbing | | | | 102,500 | | | | 102,500 |
| D2010 | Plumbing | | 0 | 0 | 102,500 | 0 | 0 | | 102,500 |
| D3010 | HVAC | | | | | | | | |
| 22-05-00.00 | Common Work Results For Plumbing HVAC Sub. x | 10,250.00 sf | - | - | 225,500 | - | - | 22.00 /sf | 225,500 |
| | Common Work Results For Plumbing | | | | 225,500 | | | | 225,500 |
| D3010 | HVAC | | 0 | 0 | 225,500 | 0 | 0 | | 225,500 |
| D4010 | Sprinklers | | | | | | | | |
| 22-05-00.00 | Common Work Results For Plumbing Fire Sub. x | 10,250.00 sf | - | - | 36,388 | - | - | 3.55 /sf | 36,388 |
| | Common Work Results For Plumbing | | | | 36,388 | | | | 36,388 |
| D4010 | Sprinklers | | 0 | 0 | 36,388 | 0 | 0 | | 36,388 |
| E2010 | Fixed Furnishings | | | | | | | | |
| 26-05-00.00 | Common Work Results For Electrical Electrical Sub. x | 10,250.00 sf | - | - | 256,250 | - | - | 25.00 /sf | 256,250 |
| | Common Work Results For Electrical | | | | 256,250 | | | | 256,250 |
| E2010 | Fixed Furnishings | | 0 | 0 | 256,250 | 0 | 0 | | 256,250 |
| G1030 | Site Earthwork | | | | | | | | |
| 31-23-16.00 | Excavation Mass Site Work | 10,250.00 sf | - | - | 30,750 | - | - | 3.00 /sf | 30,750 |

| Item | Description | Takeoff Qty | Labor Amount | Material Amount | Subcontract Amount | Equipment Amount | Other Amount | Unit Cost | Total Amount |
|-------------|--|--------------|--------------|-----------------|--------------------|------------------|--------------|---------------|--------------|
| | Excavation | | | | 30,750 | | | | 30,750 |
| G2020 | G1030 Site Earthwork | | 0 | 0 | 30,750 | 0 | 0 | 0 | 30,750 |
| | Parking Lots | | | | | | | | |
| 32-12-16.00 | Asphalt Paving Parking Lots | 10,250.00 sf | - | - | 71,750 | - | - | 7.00 /sf | 71,750 |
| | Asphalt Paving | | | | 71,750 | | | | 71,750 |
| G2020 | G2020 Parking Lots | | 0 | 0 | 71,750 | 0 | 0 | 0 | 71,750 |
| | Pedestrian Paving | | | | | | | | |
| 32-13-00.00 | Rigid Paving Concrete paving Sidewalks | 2,000.00 sf | 0 | 0 | 16,000 | 0 | - | 8.00 /sf | 16,000 |
| | Rigid Paving | | | | 16,000 | | | | 16,000 |
| G2030 | G2030 Pedestrian Paving | | 0 | 0 | 16,000 | 0 | 0 | 0 | 16,000 |
| G3010 | Water Supply | | | | | | | | |
| 33-11-13.00 | Public Water Utility Distribution Piping Water Supply | 1.00 ls | - | - | 10,000 | - | - | 10,000.00 /ls | 10,000 |
| | Public Water Utility Distribution Piping | | | | 10,000 | | | | 10,000 |
| G3020 | G3010 Water Supply | | 0 | 0 | 10,000 | 0 | 0 | 0 | 10,000 |
| | Sewer | | | | | | | | |
| 33-31-00.00 | Sanitary Utility Sewerage Piping Sewer Hook Up | 1.00 ls | - | - | 2,500 | - | - | 2,500.00 /ls | 2,500 |
| | Sanitary Utility Sewerage Piping | | | | 2,500 | | | | 2,500 |
| G3020 | G3020 Sewer | | 0 | 0 | 2,500 | 0 | 0 | 0 | 2,500 |
| G3030 | Storm Sewer | | | | | | | | |
| 33-41-13.00 | Public Storm Utility Drainage Piping Storm Sewer | 1.00 ls | - | - | 25,000 | - | - | 25,000.00 /ls | 25,000 |
| | Public Storm Utility Drainage Piping | | | | 25,000 | | | | 25,000 |
| G3030 | G3030 Storm Sewer | | 0 | 0 | 25,000 | 0 | 0 | 0 | 25,000 |
| | Gas Supply | | | | | | | | |
| 33-51-00.00 | Natural-Gas Distribution Gas Supply | 1.00 ls | - | - | 2,000 | - | - | 2,000.00 /ls | 2,000 |
| | Natural-Gas Distribution | | | | 2,000 | | | | 2,000 |
| G3060 | G3060 Gas Supply | | 0 | 0 | 2,000 | 0 | 0 | 0 | 2,000 |
| G4020 | Site Lighting | | | | | | | | |
| 33-71-13.00 | Electrical Underground Ducts And Manholes Site Electrical | 1.00 ls | - | - | 30,000 | - | - | 30,000.00 /ls | 30,000 |
| | Electrical Underground Ducts And Manholes | | | | 30,000 | | | | 30,000 |
| G4020 | G4020 Site Lighting | | 0 | 0 | 30,000 | 0 | 0 | 0 | 30,000 |

City of Union Gap Facilities

Phase 1- Information Space and Site Plan

APPENDIX E.

Note: The following Summary Sheets of Needs Analysis by Department were prepared by the City of Union Gap and are herein included verbatim.

City of Union Gap

1. **Name of the Department**
Response: Administrative Services Department
2. **Name of the Department Head**
Response: Sylvia Sanchez
3. **Phone, email, fax for Department Head**
Response: 509-249-9203 (office) 509-406-0981 (cell) 509-452-xxxx (fax)
ugclerk@cityofuniongap.com
4. **Current Address**
Response: 107 W. Ahtanum Road, Union Gap WA 98903
5. **Current Staff**
Response: Administrative Services Director
Executive Assistant (currently vacant)
Clerk/Receptionist
Clerk Receptionist
6. **1 to 5 year staff projection**
Response: No anticipated changes from current staffing in response #5
7. **10 year staff projection**
Response: Same as current staff indicated in item #5 plus an IT person
8. **List of rooms needed for this department**
Response: Department Director Office
Front counter and lobby area
Large file storage area in close proximity to Department Director
Server Room
Work area for office machines and storage of office supplies
Public display area for handouts, history, and required public postings
9. **Public access required**
Response: Yes with the exception of the Department Director which is required to be secured separately from other offices due to confidential records management.

10. **Adjacency requirements**

Response: As indicated in #8 above large storage area, server room, and work area.

11. **Square footage now assigned**

Response: Department Director Area is 168 square feet
Clerk Receptionist area is 168 square feet
Off Site Storage is 100 square feet and way too small (white house)
Secondary offsite storage is 100 square feet (public works yard)

12. **Added Square footage needed**

Response: The Department Director Office is fine as long as square footage for storage will accommodate the six file cabinets currently in the office.

The Lobby area is small and congested and was not designed with City Hall in mind. The lobby should be approximately 1,000 square feet or more and the design should allow for seated assistance for both Clerk Receptionists and their customers. The lobby area should have the ability to allow up to 15 waiting customers and the ability to have the required postings, racks for handout materials, etc. The lobby should have at least two break out small rooms approximately 100 square feet to accommodate assisting of customers by other staff than the Clerk Receptionists.

The work area is currently undersized. It needs to be determined the size of equipment, storage and the ability to work and walk around others in the same space.

The storage area for file cabinets should be approximately 750 square feet and larger may be necessary. This room should also be fire proofed because it stores the City records related to Legislative actions, personnel files, etc, etc.

The server room should be 500 square feet and allow for easy access by authorized personnel with enough working space around equipment. Evan says that the space is required to be conditioned for air – cold and warm.

If the Executive Assistant position that is currently vacant is filled then that office will need to be approximately 110 square feet. The position is also designed to support the City Manager and the City Treasurer.

13. **Special features of security needed for this department**

Response: The Department Director, file storage area and the server room must be secured and be keyed separately than the rest of the City Offices for security purposes.

14. **Data Features needed**

Response: Phone/data and TV for monitoring news worthy events and emergency management. Might consider a TV in the lobby area for extended waits.

15. **Special acoustical privacy needs**

Response: The Department Director needs more sound proofing due to the nature of confidential conversations and actions dealing with personnel matters, Legislative and Executive actions, etc.

16. **Rooms needed by the department can be shared by other departments**

Response: The work area for office equipment is shared between all of City Hall.

17. **Which functions require walled in rooms**

Response: The Department Director, the Executive Assistant, the file storage area, the server room and the work area should be shielded from public view. The lobby area will not require walled in areas and should be an inviting atmosphere for our customers.

18. **Which functions can located with office partitions? What height of partition?**

Response: None of the areas

19. **Is secured and/or separated parking needed for this department.**

Response: Employee parking area will be fine but you might consider designated parking stalls for department directors closer to the building due to late hours and the need to cart office materials to and from the office on a regular basis.

20. **Is exterior storage space needed.**

Response: No

21. **Can this Department share a reception area with other Departments.**

Response: Yes and it currently provides all the support for other departments. I think we need to decide if that is how we are going to continue to operate or are we going to have designated areas for each department.

22. **Other comments**

Response: I hope that we are able to walk through the office and other areas to make sure that we have considered all needs.

August 5, 2013

Department Information

1. NAME OF DEPARTMENT - Finance
2. Name of Head of Department - Karen Clifton
3. Phone, email, fax for Head of Dept. - Phone: (509)249-9216, Email: ugtreasurer@cityofuniongap.com, Fax: (509)249-9216
4. Current address - 107 W. Athanum Road, Union Gap, WA 98903
5. Current Staff - 3
6. 1 to 5 year staff projection - 4
7. 10 year staff projection - 4
8. List of rooms needed for this Department (other than Mechanical/Electrical/Janitor/Restrooms- unless no-public restrooms are needed) – 4 (plus a front counter area shared with Admin. Services Dept. for customer payments; service-ins; customer questions, etc.)
9. Public access required - Yes
10. Adjacency requirements - Administrative Services/Clerk Department
11. SF now assigned - 400 for offices
12. Added SF needed - 504 for offices
13. Special features of security needed for this Department - We need to have a safe that holds money; Tills; Checks; etc. as well as a secure room to put this safe and store other valuable assets like sensitive records; computer software; etc.
14. Data features needed – Standard Network and printer and email access.
15. Special acoustical privacy needs - Normal
16. Rooms needed by the Dept. can be shared by other Departments - Secure Room for safe, front counter, copy/mail/fax/server room, and front counter area to be shared with the Admin. Services/Clerk Dept.

17. Which functions required walled in rooms - Treasurer's Office, AP/PR office, secure room, copy/fax/mail/server room.

18. Which functions can be located in office partitions? What height of partition? – Utility Clerk and Accounts Payable office, with 6 foot partitions.

19. Is secured and/or separated parking needed for this Department? – No

20. Is exterior storage space needed? – Yes for archived financial records

21. Can this Department share a reception area with other Departments? – Yes

22. Other comments

August 5, 2013

Department Information

1. NAME OF DEPARTMENT – City Manager
2. Name of Head of Department – Rod Otterness
3. Phone, email, fax for Head of Dept. – Phone: (509) 248-0432
Email: rotterness@cityofuniongap.com
Fax: (509) 457-9607
4. Current address -107 W. Athanum Road, Union Gap, WA 98903
5. Current Staff - 1
6. 1 to 5 year staff projection - 1
7. 10 year staff projection - 1
8. List of rooms needed for this Department (other than Mechanical/Electrical/Janitor/Restrooms- unless no-public restrooms are needed) – Adjacent to meeting room
9. Public access required - Yes
10. Adjacency requirements – Reception, copy/printer/fax, restrooms
11. SF now assigned -
12. Added SF needed - Standard, for up to 3 visitors
13. Special features of security needed for this Department – None
14. Data features needed – Telephone, computer, internet
15. Special acoustical privacy needs – Telephone conversation with speaker phone, privacy when the door is closed, porthole on door
16. Rooms needed by the Dept. can be shared by other Departments – Meeting room
17. Which functions required walled in rooms – Single office required

18. Which functions can be located in office partitions? What height of partition? – Single office, no partition.

19. Is secured and/or separated parking needed for this Department? – No

20. Is exterior storage space needed? – No

21. Can this Department share a reception area with other Departments? – Preferred, shared reception

22. Other comments

City of Union Gap

1. **Name of the Department**
Community and Economic Development
2. **Name of the Department Head**
David L. Spurlock
3. **Phone, email, fax for Department Head**
509.575.3638(office) 509.728.7893 (cell) ucplanner@cityofuniongap.com
4. **Current Address**
3106 S. 1st Street Union Gap WA 98903
5. **Current Staff**
Director
Administrative Secretary/Permit Technician
Building Inspector/Code Enforcement Officer
Graffiti/Litter Technician (Vacant)
6. **1 to 5 year staff projection**
Director
Administrative Secretary/Permit Technician
Building Inspector
Code Enforcement Officer
Graffiti/Litter Technician
7. **10 year staff projection**
Director
Administrative Secretary/Permit Technician
Building Inspector
Code Enforcement Officer
Planner
8. **List of rooms needed for this department**
Offices for each staff
Front counter/permit intake area
File room
Print room (copier, printer, plotter)
Plan review room/library

Conference room

9. **Public access required**

Yes
10. **Adjacency requirements**

Front counter area/reception for plan intake and review.
11. **Square footage now assigned**

Department Director Area, Aprox. 144 sf
Administrative Secretary/Permit Tech, Aprox. 200 sf
Building Inspector/Code Enforcement, Aprox. 100 sf
Plan Review room/Library, Aprox. 120 sf
File Storage, Aprox. 144 sf
Offsite storage, Aprox 400sf
Total space occupied with offices, print area, storage, kitchen/break area and accessory use(not including offsite storage) = approx.. 1,200 sf
12. **Added Square footage needed**

Currently the director's office is undersized to hold any meetings beyond a total of three people. File storage is undersized for the amount of permit and plan storage needed. No room for any growth in department.
13. **Special features of security needed for this department**

Panic button, alarm system, protection for front counter. Angry/irate customers related to code enforcement. Sometimes dangerous.
14. **Data Features needed**

Phone/data, large server storage for files and GIS data..
15. **Special acoustical privacy needs**

Director, code enforcement office, and conference areas need acoustical privacy due to nature of discussions and meetings.
16. **Rooms needed by the department can be shared by other departments**

Print areas, conference room, break area
17. **Which functions require walled in rooms**

Director's office, code enforcement, conference and file storage.
18. **Which functions can located with office partitions? What height of partition?**

None of the areas

19. **Is secured and/or separated parking needed for this department.**

Employees work late hours attending meetings, secured parking would be desirable.

20. **Is exterior storage space needed.**

No

21. **Can this Department share a reception area with other Departments.**

Yes

22. **Other comments**

None

August 5, 2013

Department Information

1. NAME OF DEPARTMENT – Public Works Department
2. Name of Head of Department – Dennis Henne
3. Phone, email, fax for Head of Dept. – Phone: (509) 225-3524
Email: ugpwdirector@cityofuniongap.com
Fax: (509) 248-6494
4. Current address -3106 S. 1st Street, Union Gap, WA 98903
5. Current Staff – 1 Director, 1 Public Works Foreman, 1 Administrative Secretary
6. 1 to 5 year staff projection – 1 year: 3, 5 year: 4
7. 10 year staff projection - 4
8. List of rooms needed for this Department (other than Mechanical/Electrical/Janitor/Restrooms- unless no-public restrooms are needed) – 3 Offices, 1 Archive Room, 1 Conference Room
9. Public access required - Yes
10. Adjacency requirements – CED
11. SF now assigned - 250 SF
12. Added SF needed - 300 SF, Total 550 SF
13. Special features of security needed for this Department – N/A
14. Data features needed – N/A
15. Special acoustical privacy needs – Conference Room and PWD Office–Privacy
16. Rooms needed by the Dept. can be shared by other Departments – Conference Room/CED (Lunch, break room, restroom, copy room, mail room)
17. Which functions required walled in rooms – 3 offices, 1 Conference Room

18. Which functions can be located in office partitions? What height of partition? –
1 Archive room, 6'

19. Is secured and/or separated parking needed for this Department? – No

20. Is exterior storage space needed? – No

21. Can this Department share a reception area with other Departments? – Yes

22. Other comments: Public traffic for this department and CED consist of contractors and general public asking quick questions, one to two small conference pod rooms close to reception area would allow for quick meeting while limiting the disruptions to the rest of the reception area.

City of Union Gap – Fire Department

1. **Name of the Department**
Response: Fire & Rescue Department
2. **Name of the Department Head**
Response: Christopher P. Jensen, Fire Chief
3. **Phone, email, fax for Department Head**
Response: 509-728-1914 (cell) or 509-452-6706 (office); 509-457-9607 (fax)
4. **Current Address**
Response: 107 W. Ahtanum Road, Union Gap WA 98903
5. **Current Staff**
Response: Fire Chief (40-hour work week)
Administrative Secretary (40-Hour work week)
Captain – Three (56-hour work week)
Firefighter – Six (56-hour work week)
Volunteers – 15 (coverage 12 and 24 hour shifts)
6. **1 to 5 year staff projection**
Response: 2014 – Battalion Chief (40-hour work week)
Fire Prevention Officer (40-hour work week – may start part time)
7. **10 year staff projection**
Response: Possibly adding one Fire Fighter per shift for a total of three additional
8. **List of rooms needed for this department**
Response: Fire Chief Office
Battalion Chief Office
Fire Prevention Officer Office
Administrative Secretary office or part of the lobby area
Intern study room
Lobby and reception area
Conference rooms x two
Records storage room
Large Training room (can also act as emergency operations center)
Break out room (conference room) in the training room as an EOC area
Exercise room
Medical Supply room
Small tool and equipment room and workshop
HIPPA Medical Treatment room
Copy and work center area
Restroom public
Washer extractor and decontamination room
Oxygen and cascade air system room
Turnout room for storage of assigned equipment
Equipment supply storage area/room

Hose Dryer room
Server room
Evidence room for fire investigations
Fire apparatus bay (6-bays single stacked or 4 single two double stacked)
Six dorm rooms for on duty staff
Locker room or bedrooms big enough to house lockers – three per room
Large storage room in proximity to dorm
Large kitchen area with dining and the ability to house three refrigerators
Large day room
Pantry area
Mechanical room
Fire sprinkler riser room
Crew bathrooms with showers
Janitor room
Exterior large open are for training purposes

9. **Public access required**

Response: Yes for front reception area and must include family access areas meeting the requirements

10. **Adjacency requirements**

Response: We currently have two large outdoor sheds but beyond that the Fire Department is a standalone operation. Adjacency requirements will need to be discussed when creating a floor plan for efficiencies of operation.

11. **Square footage now assigned**

Response: Currently the department houses approximately 6500-7500 square feet within four different structures. The current facility was not designed to house career full time members or the apparatus or equipment that the department currently has. The facility has been a subject of L and I evaluations and is in current need of upgrades or replacement.

12. **Added Square footage needed**

Response: The total square footage necessary to meet the requirements of the various codes and standards is approximately 21,000 to 27,000 square feet and may be more based on configuration of the apparatus bay.

13. **Special features of security needed for this department**

Response: The department needs gated access to all areas with the exception of the public parking area. The department also has door codes locks and will have special access needs to certain offices, evidence room, and specialty areas.

14. **Data Features needed**

Response: Phone/data and TV for monitoring news worthy events and emergency management in Chiefs office. Phone and data throughout. Also the training room will need TV, audio visual equipment as well as the day room for firefighters. The department would also like a station alerting system

15. **Special acoustical privacy needs**
- Response: The Fire Chief will require sound proofed walls due to the nature of confidential conversations and actions dealing with personnel matters, Legislative and Executive actions, etc. The dorms will also need increased sound efficiency for sound reduction
16. **Rooms needed by the department can be shared by other departments**
- Response: Fire Station has been a standalone operation
17. **Which functions require walled in rooms**
- Response: The description of the room above is self explanatory but most need walls and special requirements based on the room types and the operations being performed.
18. **Which functions can located with office partitions? What height of partition?**
- Response: None of the areas
19. **Is secured and/or separated parking needed for this department.**
- Response: Employee parking areas need to be secured as well as the grounds themselves with the exception of the public access areas and parking.
20. **Is exterior storage space needed.**
- Response: Yes – we currently have two large sheds and we need a large training area for fire apparatus and fire and emergency operation training.
21. **Can this Department share a reception area with other Departments.**
- Response: No – unless there is a discussion about integration of the fire department operation into either a public safety building or city hall which has not been discussed.
22. **Other comments**
- Response: Compliance with WAC 296-305 and the various other codes and standards for fire stations in the State of Washington should be adhered to in this process including station alerting, exhaust extraction, bio and decontamination areas, mechanical areas and the necessary work areas. A lengthy discussion will need to be had on the apparatus placement and needs of the apparatus bay is necessary for long term determinations of housing apparatus properly.



UNION GAP POLICE DEPARTMENT
MEMORANDUM

TO: David Spurlock, Community and Economic Development Director
FROM: Gregory Cobb, Interim Chief of Police
DATE: August 5th, 2013
SUBJECT: Department Information

The following list is answers to the questions needed by Traho Architects.

1. Union Gap Police Department
2. Gregory Cobb
3. 248-0430, fax 452-5099, gcoobb@ci.yakima.wa.us
4. 1800 Rainier Pl Union Gap, WA 98903
5. 16 Commissioned Officers, 3 Civilian Support Staff and 6 Reserve Officers
6. Same as above
7. 18 Commissioned Officers, 4 Civilian Support Staff and 6 Reserve Officers
8. Department rooms / offices
 - a. Operations
 - i. Patrol Room with four stations for CPU and large table for evidence packaging, table for drug testing, mail boxes, radio and flashlight charging area, room for supplies.
 - ii. (2) Hardened / Secured holding cell w/ camera
 - iii. (1) Secured interview room w/ audio and video recording
 - iv. Rest room for suspects
 - v. (4) Patrol Sergeant Offices
 - vi. Large conference room- enough for 25 people
 - vii. Male and Female locker rooms w/ shower & toilet
 - viii. Evidence Room (three times current size)
 - ix. Evidence Room Technician office
 - b. Administration
 - i. Reception Clerk
 - ii. Records Clerk Office w/ records storage room
 - iii. Administrative Secretary- Office
 - iv. Chief Of Police-Office
 - v. Admin Sergeant-Office
 - vi. Detectives Office
 - vii. Supply / Copy / Work Room



UNION GAP POLICE DEPARTMENT
MEMORANDUM

- viii. Bathroom
- ix. Interview room w/ audio & video recording
- x. Small conference room (6 to 8 people)
- c. Other
 - i. Break room / Kitchen
 - ii. Lobby with public restrooms
- 9. Yes
- 10. No adjacency requirements
- 11. ?????
- 12. Double what we currently have
- 13. Security- department wide
 - a. Reception area needs to be secured. Pass through window and security door to enter into secured area.
 - b. Proximity card for all employee entrances and secured interior doors.
 - c. Secured parking for department vehicles
- 14. Fiber Optic Cable
- 15. Yes- in the recorded interview rooms
- 16. None
- 17. Most- except patrol room and detectives office (they can share with 6 foot patricians)
- 18. See 17
- 19. Yes
- 20. No
- 21. No
- 22.

City of Union Gap Facilities

Phase 1- Information Space and Site Plan

APPENDIX F.

Ordinance No. 2623 adopting the July 2009 Union Gap Comprehensive Plan is herein included. It is followed by sheets 4: CF-19 through 23 of the Capital Facilities Element, included within the Comprehensive Plan. The Capital Facilities Element is referenced within this report and thus, attached.

*CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. 2623*

AN ORDINANCE relating to land use planning; adopting a revised comprehensive plan as required by the Washington State Growth Management Act; and repealing the Union Gap Comprehensive Plan as adopted by Ordinance No. 2084 and its amendments as adopted by Ordinance No. 2553; and providing for the revival of the Union Gap Comprehensive Plan and amendments thereto if the new plan is invalidated.

WHEREAS, RCW Chapter 36.70.A et seq, the 1990 Washington State Growth Management Act (GMA), requires Yakima County and all cities within Yakima County to adopt a comprehensive plan consistent with the Growth Management Act; and,

WHEREAS, the Union Gap Comprehensive Plan was adopted by the Union Gap City Council in March of 1999 by Ordinance No. 2084 and has been amended by subsequent ordinances; and,

WHEREAS, RCW Chapter 36.70 A requires periodic updating of the comprehensive plan to maintain consistency with state law and to reflect changing circumstances in the community; and,

WHEREAS, the Union Gap Planning Commission has prepared proposed updates to the comprehensive plan. These updates have been developed and reviewed through a series of open public study sessions; and,

WHEREAS, the Union Gap Planning Commission has conducted duly advertised public hearings regarding the proposed comprehensive plan amendments. During the course of the public hearings all persons present were provided an opportunity to speak for and against the propose ordinance, offer comments and suggest amendments. All written testimony submitted at or before the hearing was considered; and,

WHEREAS, the Union Gap City Council finds that the proposed comprehensive plan furthers the public health safety and welfare by encouraging the following:

1. Development in urban areas with adequate public facilities; and,
2. Reduction of sprawl by encouraging appropriate development within designated urban areas; and,
3. Efficient regionally coordinated transportation systems; and,
4. The availability of affordable housing by promoting a variety of housing types and densities and the preservation and rehabilitation of existing housing stock; and,
5. Economic development consistent with adopted plans that promote the retention and expansion of existing businesses and the recruitment of new businesses; and,
6. The preservation of property rights; and,
7. A coordinated system of permit processing that is timely, fair and predictable; and,
8. Protection of the environment including and water quality, and the availability of water; and,
9. Public facilities and services necessary to support development and maintain the level of service as established in the plan; and,
10. The preservation of structures and sites within the city of historic significance; and

WHEREAS, environmental review has been conducted and a determination of non-significance issued; and,

WHEREAS, the Union Gap City Council finds that the proposed comprehensive plan amendments meet the present and future needs of the community; and,

WHEREAS, the Union Gap City Council finds that the proposed comprehensive plan amendments fulfill the mandates of RCW 36.70 A;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP DO ORDAIN as follows:

Section 1: The Union Gap City Council hereby adopts the Whereas provisions set forth above as its Findings by this reference.

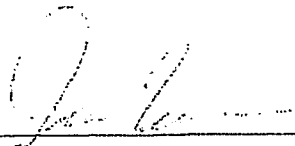
Section 2: The Union Gap City Council hereby adopts the Revised Comprehensive Plan presented in attached Exhibit A.

Section 3: The 1999 Union Gap Comprehensive Plan as adopted by Ordinance No. 2084 and amended by Ordinance No. 2553 is hereby repealed.

Section 4: SEVERABILITY. In the event that the Revised comprehensive Plan, or any portion thereof, is invalidated by the eastern Washington Growth Management Hearings Board, or any other body or court with authority and jurisdiction, the 1999 Union Gap Comprehensive Plan as adopted by Ordinance No. 2084 subsequent amendments or the relevant portions thereof shall be revived and shall be in effect until a new comprehensive plan or relevant portions are adopted.

Section 5: Effective date: This ordinance shall be in full force and effect five days after publication.

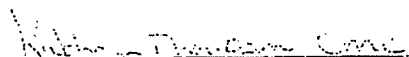
ORDAINED this 27th day of July 2009.



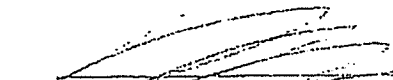
Jim Lemon
Mayor

ATTEST:

APPROVED AS TO FORM:



Kathryn Thompson, CMC
City Clerk



Robert P. Noe
City Attorney

systems (fire hydrants), communications and the age, condition and capabilities of fire apparatus to name a few.

According to the Fire Chief, the Rating Bureau would likely raise the rating of the City since an analysis indicates the age, condition and capabilities of the apparatus has not been updated on a regular and planned basis and the fire inspection program was not continued from the last rating period. A higher rating may result in higher fire insurance rates for property owner and businesses.

The Mayor, Council and Fire Chief are exploring ways to maintain and improve the fire insurance rating through Grant requests, working more closely with neighboring fire agencies, restarting the fire inspection program and planning and funding the apparatus/ equipment replacement account.

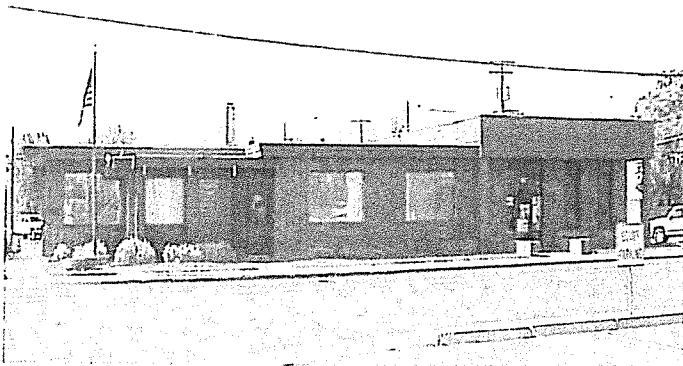
CITY BUILDINGS

(Park Buildings Addressed Under Parks Section)

City Hall

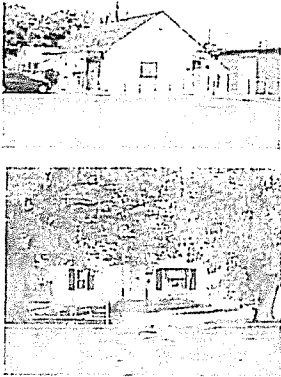
102 W. Ahtanum Road

Facility Description: The existing building is approximately 9,100 sq. ft. in size and located on a site roughly 6/10ths of an acre in size. Surrounding City Hall is off-street parking for roughly 70-vehicles and street side parking for 8 additional vehicles. An additional lot shared with Fire Station 85 has parking for 28 vehicles. Approximately 5,300 sq. ft. of the building is devoted to City administrative offices, the Council Chambers/Courtroom is 1,400 sq. ft. in size and the Library is roughly 2,400 sq. ft. in size. Original portions of the structure date back to 1953.



The building was substantially enlarged and remodeled in 1968. In 1987 and again in 1996 various portions of the building were remodeled to adapt it to changing needs. Specialized elements of the building include a walk-in safe with concrete floors, walls, and a roof. The City has been seeking to acquire all lands in the one block area of City Hall. The City owns all parcels except 3 but has an offer of purchase on 2 out of the 3 remaining lots.

Auxiliary Buildings



Two hastily converted houses adjacent to City Hall provide auxiliary office, meeting and storage space. These structures are in fair condition and will be retained only until new facilities are constructed. Until then maintenance will be on an as needed basis.

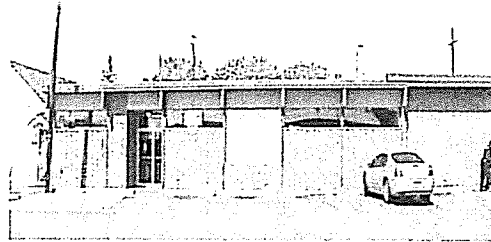
Analysis: Union Gap City Hall is aging, undersized, and obsolete. It lacks adequate office area, file storage, and meeting rooms. By today's standards there is an excessive amount of space that is devoted to hallways and passageways. The building was designed and constructed well before enactment of the Americans With Disabilities Act (ADA). The structure has two floor levels separated by approximately 14-inches which creates a barrier between critical functions. Accommodations have been made to provide for critical routes of travel between these two levels but these accommodations are cumbersome and barely adequate. Further accommodations are considered technically infeasible as they would require modifications to bearing walls and expansion of the building. The Council Chambers can comfortably accommodate an occupant load of 45-persons. Occasionally there is a need to accommodate up to 70-persons.

The arrangement of the space, the location of load bearing walls and the change in floor levels makes continued adaptation and expansion of this building for administrative functions of the City infeasible. Acquisition of all remaining lots on the City Hall block is a priority. Once this acquisition is complete the City can plan and design a new City Hall facility.

Library 3104 1st Street

Facility Description: The 2,400 sq. ft. library wing area was constructed in 1965. It consists of a small office and working area with the balance devoted to public areas and library stacks. Restroom facilities are shared with the City Hall.

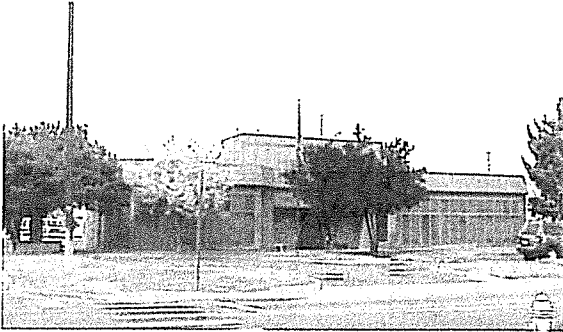
Analysis: In the past two decades information technology has significantly changed the scope and variety of library services. Dedicated computer stations have replaced the card catalog, internet access is commonly provided and space is needed for automated self checkout stations. This equipment competes with public space and library stacks. In addition a larger working area is needed for library staff, together with an isolated meeting room for special programs such as children's story hour. The restroom facilities are not large enough to be adapted for ADA accessibility plus they are located on a slab that is approximately 14-inches higher than the floor of the library. Construction of a properly designed ramp to provide accessibility is not technically feasible. In summary the library has outgrown the existing space and the space is functionally obsolete.



Police Headquarters

1800 Rainier Place

Facility Description: This facility was purchased by the City in 1995. It was originally constructed as a branch bank in 1977 but was subsequently used as offices for a variety of businesses prior to purchase by the City. The building is located on an approximately ½ acre site with parking for 34-vehicles. It is roughly 3,800 sq. ft. in size and in fair to good condition. All office space is located on the ground floor. Restroom facilities are located off of the lobby of the



building and shared with the public. There are no shower or decontamination facilities in the building.

Analysis: Since acquisition of the building police department staffing has increased by approximately 50-percent. The department now lacks adequate space for administrative, supervisory, and clerical personnel as well as support space for officers. In recent years the workforce of the department has changed with the employment of female officers. The building lacks adequate locker and changing room space to accommodate the department's increased size and diversity. The building also lacks security measurers such as high strength doors, bullet resistant glass, and hardened walls to adequately segregate the public space from staff areas. The department now uses less than lethal weapons such as mace and pepper spray. Following the deployment of these weapons it is necessary to isolate and decontaminate equipment and clothing. Special facilities are needed for this task. The department needs isolated and secure interview rooms, and restrooms that are isolated from and not shared with the public together with shower facilities.

Recommendation:

City Hall/Library/Police Building

The functions of City Hall including the Police Department should be consolidated into one building or campus for administrative efficiency. The first priority is the acquisition of the remainder of the lots on the block in which the existing City Hall facilities and Library are located.

Proposed Building Program:

- Overall Square footage of City Hall 12,000 sq. ft., including 8,000 sq. ft of administrative office space, and Council Chambers with an overall size of 2,400 sq. ft. supporting an occupant load of 120 persons.
- Overall square footage of Library 5,000 sq. ft.
- A separate police building or ground floor wing with an area of roughly 6,000 sq. ft.

Planning level cost estimates for the land and buildings are as follows:

Land

| | |
|--|---------------|
| Property Acquisition: | \$ 350,000.00 |
| Demolition of Existing Homes: | \$ 30,000.00 |
| Demolition of Existing City Buildings: | \$ 100,000.00 |

Phase Total: \$ 480,000 .00

New Construction

City Hall/Council Chambers: \$1,920,000.00 (\$160.00/sq. ft.)
Library: \$ 600,000.00 (\$120.00/sq. ft.)
Police Station: \$ 840,000.00 (\$140.00/sq. ft.)
Pavement/Landscaping: \$ 100,000.00

Phase Total: \$3,460,000.00

GRAND TOTAL \$3,940,000.00

Funding Sources: Sale of surplus properties, Real Estate Excise Tax (REET) Fund, and General Fund Infrastructure Reserve Fund.

Fire Department

Fire Station 85



The existing building is approximately 6,000 square feet in size and is located on a site approximately 2/3rd of an acre in size. It consists of a 4-bay apparatus room together with a fire hose drying tower, approximately 1,500 square feet of administrative offices, and a training and sleeper area roughly 2,250 square feet in size. The training, apparatus room and sleeper area were constructed in 1968, while the administrative offices were added in 1996.

Auxiliary Structure. North of the station the City has purchased a house, which has been converted into a weight and exercise facility. The structure is in at best fair condition and the size of the space is barely adequate for this purpose.



Fire Station 86

The Fire Department currently leases a fire station owned by Yakima County Fire District 11. This district exists only as a taxing entity and contracts to the City of Union Gap for fire services. This station is not normally staffed and is used for equipment storage and as an auxiliary meeting and training facility.



Analysis: Both buildings are in good structural condition but are considered functionally obsolete and undersized. The current level of fire department staffing does not allow for simultaneous operations. If Union Gap is to continue with a separate and autonomous fire department, a new consolidated facility is needed. The facility should be located more central to the city limits as they currently exist on a site roughly 5-acres in size to accommodate a full range of training.

Proposed Building Program:

The overall building size should be approximately 15,500 sq. ft. and consist of the following:

| <u>Function</u> | <u>Square Feet</u> | <u>Cost</u> |
|-----------------------------|--------------------|-----------------------|
| Apparatus Bay: | 6,000 | \$ 600,000.00 |
| Administrative Offices: | 4,500 | \$ 585,000.00 |
| Training Classroom: | 2,500 | \$ 300,000.00 |
| Training Facility: | On Site | \$ 250,000.00 |
| Sleeping Quarters: | 2,500 | \$ 300,000.00 |
| Building Total | 15,500 | \$2,035,000.00 |
| Land | 5 acres | \$1,000,000.00 |
| Site Improvements | | \$ 200,000.00 |
| Land & Site Work | | \$1,200,000.00 |
| GRAND TOTAL | | \$3,235,000.00 |

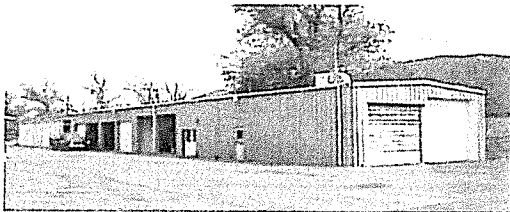
Funding Sources: GO Bond, Sale of existing properties, and transfer from Fire District No. 11.

Public Works Complex

4401 Main Street

Facility Description:

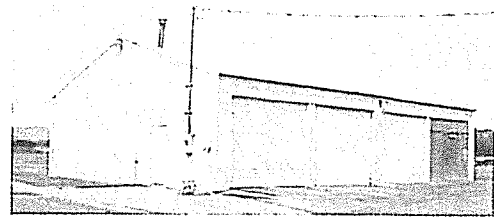
The public works shops are located on a site roughly 8-acres in size. There are two principal buildings supporting the public works activities and several smaller accessory buildings. The site and buildings mostly support the sewer, water, and road departments.



This first building has an overall area of roughly 6,560 sq. ft. and measures 32-feet in depth and 205 feet in length. The original portion of the building was constructed in 1969, with a substantial addition in 1986.

The building has an area for equipment and vehicle maintenance together with material, equipment, and

vehicular storage. The second building has an overall area of 2,240 sq. ft. and measures 40-feet in depth and 56-feet in width. This building has an office for the working foreman together with a break/meeting room plus vehicular and equipment storage. Heated indoor storage is essential for many pieces of equipment. Some of the equipment includes water tanks, valves, and piping subject



to freeze damage. During winter weather sanding trucks must be stored in a heated space to maintain operational readiness otherwise the fine sand/gravel becomes moisture laden and freezes solid. Roughly 5-acres of the site is devoted to outdoor storage for sand, gravel, sewer and water pipe, valves and miscellaneous equipment.

Analysis:

Location. The shop facilities are located in a flood prone area and within the 100-year floodplain of the Yakima River as defined by the Federal Emergency Management Agency. In 1996 the facility

