

**UNION GAP CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**MONDAY, JULY 14, 2014 – 6:00 P.M.**  
**102 W. AHTANUM ROAD, UNION GAP**

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

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

*A. Approval of Minutes:*

Regular Council Meeting Minutes, dated June 23, 2014, As attached to the Agenda and maintained in electronic format;

*B. Approve Vouchers:*

Claims Vouchers – EFT's and Voucher Nos. 88144 through 88230 for July 14, 2014, in the amount of \$312,087.86;

Payroll Vouchers – EFT's and Voucher Nos. 41212 through 41231 and 88101 through 88113 for July 14, 2014, in the amount of \$438,657.62.

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

**IV. GENERAL ITEMS**

**Public Works/Community Development**

1. Resolution No. - \_\_\_\_\_ Notice of Intent to Annex;
2. Request for Proposal – City Hall Asbestos Abatement;

3. Resolution No. - \_\_\_\_\_ - Authorization to Execute SIED Contract – Longfibre Road Extension Project.

**Public Safety**

Resolution No. \_\_\_\_\_ - Authorizing Acceptance of Request for Proposal for Police Department Roof.

**City Manager**

Pioneer Graveyard Interpretive Site – Approve Request for LTAC/TPA Funding.

**Finance/Administration**

Council Budget Retreat - Saturday, September 6<sup>th</sup> at 9:00am – 2:00pm.

**City Attorney**

Municipal Code – Review and Rewrite.

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

**VI. CITY MANAGER REPORT**

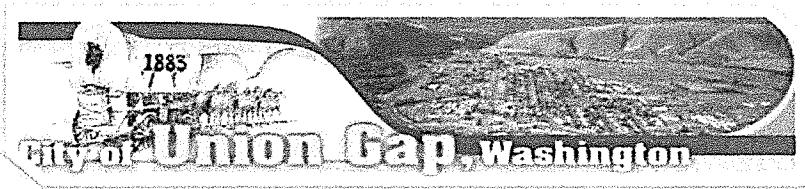
**VII. COMMUNICATIONS/QUESTIONS/COMMENTS**

**VIII. DEVELOPMENT OF NEXT AGENDA**

**IX. RECESS TO 20 – MINUTES EXECUTIVE SESSION:**

1. Litigation Pursuant to RCW 42.30.110 (i);
2. Property Acquisition Pursuant to RCW 42.30.110. (b).  
The Council intends on **taking Action** upon reconvening the meeting.

**X. ADJOURN REGULAR MEETING.**



## City Council Communication

**Meeting Date:** July 14, 2014  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Notice of Intent to Annex

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**SYNOPSIS:** Borton Fruit has brought a *Notice of Intent to Annex* to the City's attention and pursuant to RCW 35A.14.120, the City needs to set a public meeting and will at that time make a determination on whether:

- The City will accept the proposed annexation boundary;
- The petition will require the simultaneous adoption of a zoning classification;
- The City will require the assumption of all or any portion of the existing City indebtedness by the area to be annexed; and
- A Development Agreement, pursuant to RCW 36.70b.170, will be required

**RECOMMENDATION:** Set public meeting date.

**LEGAL REVIEW:** The City attorney has prepared a resolution.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

- May 29, 2014 staff met with Borton Fruit regarding proposed annexation.
- June 10, 2014 staff received annexation proposal.
- Proposed annexation area is within the City's adopted Urban Growth Area.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2) Notice of Intent from Borton Fruit

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

A **RESOLUTION** setting a public meeting on Borton & Son's Inc. (Borton Fruit's) Notice of Intent to Annex.

**WHEREAS**, Borton Fruit has brought a Notice of Intent to Annex to the City's attention pursuant to RCW 35A.14.120 (petition method);

**WHEREAS**, the City Council as, a consequence desires to hold a public meeting concerning the Notice of Intent to Annex and will at that time make a determination on whether the City will accept the proposed annexation boundary; will make a determination on whether the petition will require the simultaneous adoption of a zoning classification; will make a determination on whether the City will require the assumption of all or any portion of the existing City indebtedness by the area to be annexed, and will make a determination on whether a Development Agreement, pursuant to RCW 36.70b.170, will be required;

**WHEREAS**, following that public meeting and, if the City Council accepts of the Notice of Intent to Annex, the Petitioner will be required to then circulate for signatures a Petition for Annexation which includes:

1. The legal description of the property to be annexed.
2. A map that outlines the boundaries of the property sought to be annexed.
3. A statement that the City has required the assumption of all or any portion of existing City indebtedness and/or the adoption of a zoning classification for the area to be annexed.

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

A public meeting is scheduled for Monday, July 28, 2014 at 6:00 p.m. for the City Council to consider whether to accept the Notice of Intent to Annex and whether the provisions set forth above have been or will be addressed. If the Notice of Intent to Annex is accepted, then a Petition for Annexation will be circulated.

Notice of the public meeting shall be published in the Yakima Herald-Republic, which is the newspaper of general circulation in the City.

**PASSED** this 14th day of July, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Robert F. Noe, City Attorney



Date: June 10th, 2014  
To: Union Gap City Council &  
Mr. David Spurlock  
From: Borton & Sons, Inc. &  
Borton Packing Center, LLC  
Re: Petition to have Property Annexed into the City of Union Gap

Dear Mr. Spurlock:

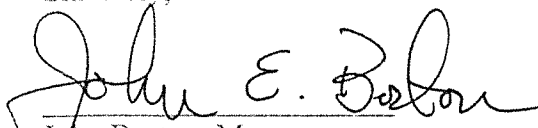
Per our recent meeting of May 29, 2014 at your office, please consider this letter a formal request to have property we own annexed into the City of Union Gap. Below is a list of the parcels owned by each of our respective companies:

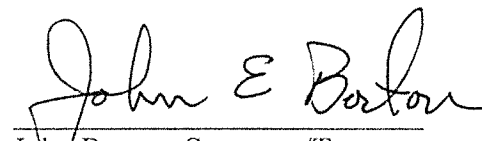
Borton & Sons, Inc.	Borton Packing Center, LLC
181202-31002	181203-41010
-32003	-43401
181203-41009	-43402
	-43404
	-43405
	-43406
	-43407
	-43408
	-43409
	-44004
	181202-33403
	-34002

Attached is a map of the area which we propose to include within the annexation area. We look forward to working with the City of Union Gap on this application as it progresses. If there is any further information you need, please contact Bill Hordan at 249-1919.

Thank you for your consideration of this request

Sincerely,

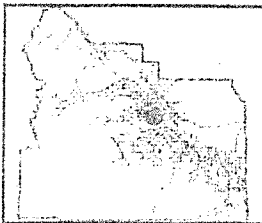
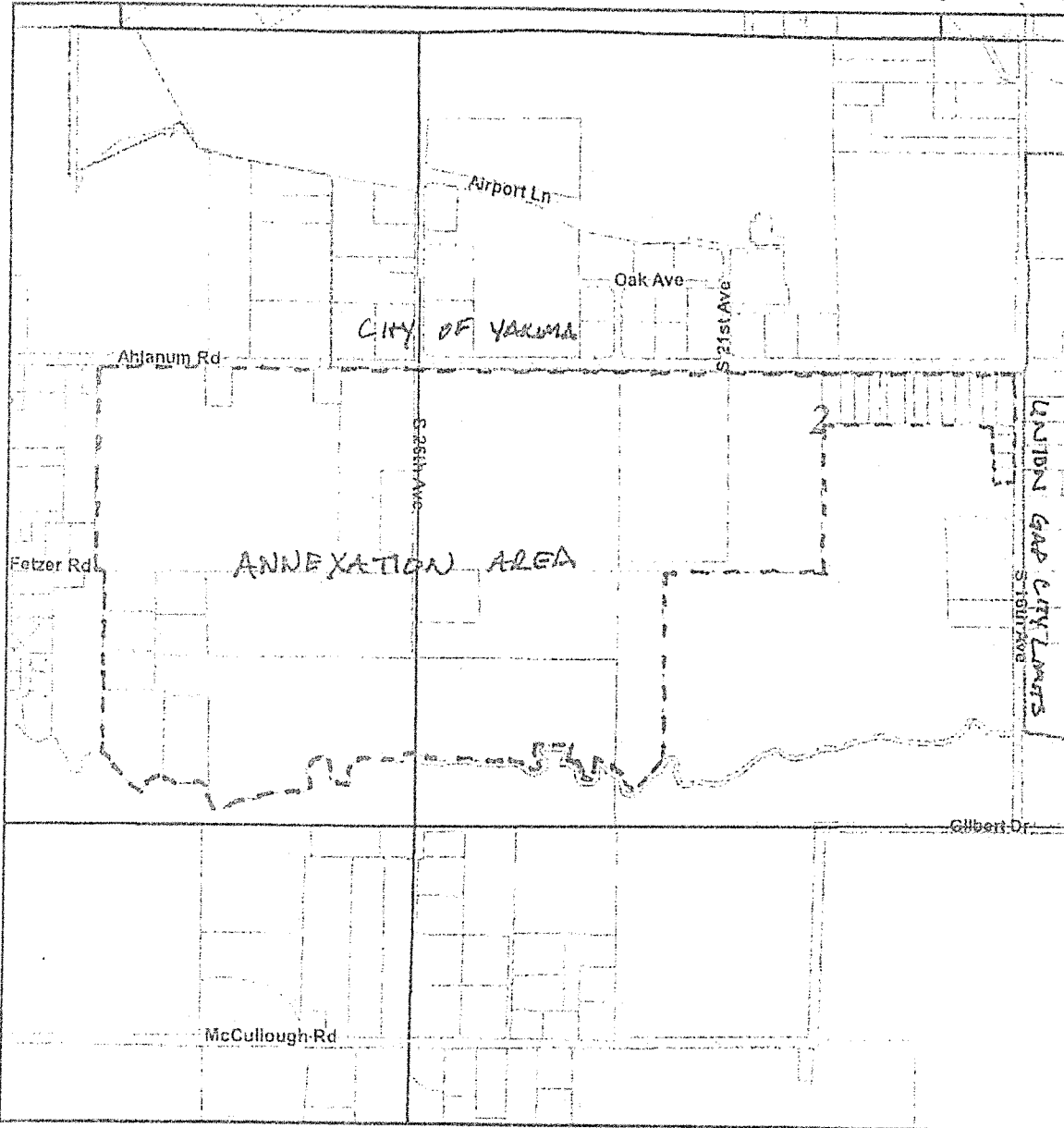
  
John Borton, Manager  
Borton Packing Center, LLC

  
John Borton, Secretary/Treasurer  
Borton & Sons, Inc.

Yakima County GIS - Washington  
Land Information Portal

(Print Map)  
(Close Map)

Yakimap.com



Map Center: Range: 18 Township: 12 Section: 2

City Limits  
Sections

WWW.YAKIMAP.COM

Yakima County GIS  
128 N 2nd Street  
Yakima, WA 98901  
(509)674-2992



One Inch = 1000 Feet

Feet 500 1000 1500

MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION

Copyright (C) Yakima County GIS  
Printed On: 6/2/2014 4:00:10 PM



## City Council Communication

**Meeting Date:** July 14, 2014  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Request for Proposal - City Hall Asbestos Abatement

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**SYNOPSIS:** At the July 07, 2014 Public Works & Community Development Council Committee, Staff was asked to determine costs for asbestos abatement of City Hall. As identified in the February 2014 "Good Faith Survey" (Tri-Valley report), thirty-five (35) samples were analyzed for asbestos content. Seven (7) of the thirty-five (35) samples came back with asbestos detected. All materials containing more than 1% asbestos must be abated prior to demolition or renovation.

**RECOMMENDATION:** Authorize staff to advertize a RFP for the abatement of materials in City Hall containing more than 1% asbestos as per the February 2014 "Good Faith Survey". This abatement is for demolition purposes of City Hall only, staff recommends contracting for professional services from an environmental company if renovation is considered.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** Funding for the advertisement will be taken from the City Hall Building Reserve Fund (116), which had a fund balance \$55,000.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A



## City Council Communication

**Meeting Date:** July 14, 2014  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Authorization to Execute SIED Contract – Longfibre Road Extension Project

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**SYNOPSIS:** The City is interested in developing a Public / Private Partnership by entering into a contract with Yakima County SIED Program. SIED funding will enable the City to extend Longfibre Road, known as the "South Union Gap Beltway" (SUG) from Ahtanum Road, south to West Pine Street.

SIED Grant \$500,000 / SIED Loan \$958,000

**RECOMMENDATION:** Adopt a Resolution authorizing the City Manager to sign SIED Contract Number YC-LR-14, between Yakima County and the City of Union Gap for the extension of Longfibre Road.

**LEGAL REVIEW:** Completed.

**FINANCIAL REVIEW:** The SIED loan repayment will require 15 annual payments of approximately \$79,000 which will begin on June 1, 2016. The current balance of the Infrastructure Reserve Fund is \$162,308.77.

**BACKGROUND INFORMATION:** Discussed at the February 18<sup>th</sup> Council Committee Meeting and the March 24<sup>th</sup> Council Meeting.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. SIED Contract Number YC-LR-14
3. SIED Program Investment Policies



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

A **RESOLUTION** authorizing the City Manager to sign a contract with the Yakima County regarding a Yakima County Development Association SIED (Supporting Investments In Economic Development) grant and loan for the Longfibre Road Extension Project.

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

**WHEREAS**, the City of Union Gap's Lonfibre Road Extension Project will promote and enhance economic development in the area;

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

**WHEREAS**, the City of Union Gap's Longfibre Road Extension Project was chosen to receive SIED funding in the total amount of \$1,458,000, \$958,000 of which is a loan and \$500 of which is a grant;

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

**CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:**

The City Manager is authorized to sign a contract with Yakima County regarding the Yakima County SIED loan/grant for the Longfibre Road Extension Project.

**PASSED** this 14th day of July, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Robert F. Noe, City Attorney

**YAKIMA COUNTY  
and  
CITY OF UNION GAP  
(Longfiber Road Extension)**

**1. PARTIES**

This Supporting Investments in Economic Diversification (hereinafter referred to as SIED) Contract is made by and between Yakima County (hereinafter referred to as **the County**) whose address is 128 North Second Street, County Courthouse, Room 102, Yakima, Washington 98901, and **the City of Union Gap** (hereinafter referred to as **the City**) whose address is P.O. Box 3008, Union Gap, Washington 98903. Notices between the parties shall be made where and as provided for on Page 7, Section 22, NOTICES.

**2. TERM**

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

**3. PURPOSE**

The purpose of this Contract is to provide for the construction of certain infrastructure improvements (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure. The Project extends Longfiber Road from Ahtanum Road to Pine Street in the vicinity of La Salle High School. The road improvement project supports a new warehouse distribution operation. The road will serve over 200 acres of industrial property.

**4. RECITALS**

- A. The Parties make this Contract based on and in recognition of certain relevant facts and circumstances including:
- B. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040.
- C. The City proposes to construct the Project with a combination of City, private, and County funds, including **\$1,458,000.00 from the SIED Fund, \$958,000.00 to be in the form of a loan, and \$500,000 to be in the form of a grant**, and thereafter to own and operate the Project for the benefit of the City and the County.

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

## 5. MUTUAL CONSIDERATION

- A. **COUNTY LOAN**—The County shall *loan* **Nine Hundred Fifty-Eight Thousand Dollars and Zero Cents (\$958,000.00)** for the Project described herein. **This loan amount shall be drawn on the SIED Fund by County warrant, payable to the City, upon the next Yakima County Auditor's warrant issue.**
- B. **REPAYMENT OF COUNTY LOAN**—The City shall *repay* the County's loan of **Nine Hundred Fifty-Eight Thousand Dollars and Zero Cents (\$958,000.00) with interest on unpaid principal, at an annual per annum rate of 2.87%**, which is the Municipal Market Data (MMD) yield for the equivalent term of the loan. The interest rate will be valid for 45 days from June 30, 2014. In the event the contract is executed after 45 days, or August 14, 2014, the parties agree to use the Municipal Market Data (MMD) yield on the date this contract is fully executed by both parties. Interest shall accrue from the date this contract is approved by the County.

**Repayment of principal and interest shall be made in fifteen annual installments. The first payment shall be due on June 1, 2016, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2030;** Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.

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

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

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

- C. **COUNTY GRANT**—The County shall *grant* **Five Hundred Thousand Dollars and Zero Cents (\$500,000.00)** to the City for the Project described herein. **This grant shall be by County warrant drawn on the SIED Fund and payable to the City within 30 days of the County’s receipt of a signed copy of the Project engineer’s certificate that 50 percent of the work on the Project has been completed and the City’s invoice for said grant.**
- D. **OWNERSHIP AND USE**—The City shall construct, own, maintain, and operate the Project as a part of its public infrastructure for economic development, available for use by manufacturing and industrial concerns proximate to the Project. The City shall also permit the use of the Project by the County and its departments on like terms with other users, at such time as the Board of Yakima County Commissioners may deem expedient. For purposes of this paragraph, ownership, maintenance, and operation of the Project or any portion thereof by another municipality, under any conveyance or dedication, which is subject to and preserves the County’s right of use, shall be deemed ownership, maintenance, and operation by the City.

## 6. RECORDS, REPORTS AND AUDITS

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

## 7. RELATIONSHIP OF PARTIES AND AGENTS

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

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

**8. SUSPENSION, TERMINATION, AND CLOSEOUT**

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

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

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

**9. COPYRIGHT RESTRICTION**

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

**10. COMPLIANCE WITH LAWS**

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

**11. TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

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

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

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

**13. AGE DISCRIMINATION ACT OF 1975 (As Amended)**

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

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

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

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

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or

carrying out of the Project shall have any personal financial interest, direct or indirect, in this Contract.

**16. HOLD HARMLESS AND INDEMNITY**

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

**17. PUBLIC LIABILITY**

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

**18. ASSIGNABILITY**

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

**19. NON-WAIVER**

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

**20. CONTRACT MODIFICATIONS**

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

**21. SEVERABILITY**

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

**22. NOTICES**

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

**TO CITY:** Dennis Henne  
Public Works Director  
P.O. Box 3008  
Union Gap, WA 98903

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

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

**23. INTEGRATION**

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

**24. GOVERNING LAW AND VENUE**

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

**25. FILING**

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

\*\*\*\*\*



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

**CITY OF UNION GAP**

**BOARD OF COUNTY COMMISSIONERS**

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

\_\_\_\_\_  
Kevin J. Bouchey, Chairman

**Approved as to Form:**

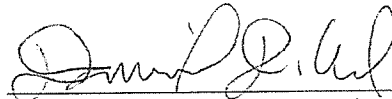
\_\_\_\_\_  
J. Rand Elliott, Commissioner

\_\_\_\_\_  
Roger F. Noe, City Attorney

\_\_\_\_\_  
Michael D. Leita, Commissioner

**Attest:**

**Approved as to Form:**



\_\_\_\_\_  
Dan Clark, Deputy Prosecuting Attorney  
WJBA#35901

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

**CONTRACT AUTHORIZATION**

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Tiera L. Girard, Clerk of the Board

\_\_\_\_\_  
Date

## Yakima County SIED Program -- Investment Policies

<b>Longfibre Road Extension – SIED Grant Application</b>		
Total Cost for Road Segment = 1,820,000		
Road Segment		1,820,000
	- Property owner contributions	350,000
	- Union Gap contribution	12,000
<b>Total</b>	<b>Total</b>	<b>1,458,000</b>
-20% match*	Match provided by property owner(s)	
<b>SIED \$ Request</b>		<b>1,458,000</b>
SIED Grant		500,000
SIED Loan		958,000
Annual payments		
10 year @ 2.44%	10 year @ 2.44%	109,121
15 year @ 2.94%	15 year @ 2.94%	79,901
<b>Benefit area:</b>		
150-160 acres @ \$5000	150 acres @ \$5000 (if they pay up front)	750,000
150-160 acres @ \$6000	150 acres @ \$6000 (pay later)	900,000

## Revenues Generated From Development/Growth

### Development Example:

TSL Thermoforming	\$2,500,000 Assessed Value = \$ 7,340
La Rock Enterprises	\$ 750,000 Assessed Value = \$ 2,154
FedEx Warehouse example	\$1,200,000 Assessed Value = \$ 3,362
Paragon Films	\$5,000,000 Assessed Value = \$14,553

*These four businesses generate approximately \$28,000 annually in property taxes.*

### Growth Example:

Current properties' assessed values range from \$32,000 to \$43,556/acre for land in the area. We would expect this value to climb as properties are sold for \$1.50 – 2.00+/sf. If properties went from \$35,000 per acre average assessed value to \$60,000 per acre within the benefit area you would realize \$25,000 in additional value for property tax purposes.

210 acres X \$25,000 added value = \$5,250,000 \* \$2.8396 (UG Property tax) = approximately \$15,000 yearly

We believe it is reasonable to generate \$300,000 to \$450,000 in new tax revenues over the next 10-15 years.

## **SIED Policies**

### **Principle One**

**Use the fund to invest in “public facilities” and for economic development purposes.**

- "Public Facilities" means bridges, roads, railroads, domestic and industrial water, sanitary sewer, storm sewer, electricity, natural gas, telecommunications, buildings or structures, and port facilities or commercial infrastructure in the state of Washington; and (ii) "economic development purposes" means those purposes which facilitate the creation or retention of businesses and jobs in a county. (RCW 82.14.370 and Yakima County Ord. #6-1999)

### **Principle Two**

**Use the fund to support economic development.**

- Projects that support tangible job creation should be the highest priority.
- Projects should stimulate private capital investment.

### **Principle Three**

**An investment philosophy should guide overall use of the funds so that the program is sustainable.**

- Establish a 40/60 cap on the grant to loan ratio for project investments unless the applicant provides a 20%+ match
- Use loans to support projects where private sector job creation, or private investment is not immediate or anticipated but will provide other benefits consistent with RCW 82.14.370.

### **Principle Four**

**Recognize and reward financial partnerships.**

- Increase funding priority if local, state or federal funds are leveraged. Private funds spent on public improvements or infrastructure will also count towards leverage. Provide 10% increase in equity funding based on 20% leverage factor.

### **Principle Five**

**Promote local initiative and sound planning.**

- Projects must be ready to proceed AND fit with local comprehensive plans and capital facilities plans.

### **Principle Seven**

**Projects without tangible job creation or private sector investment may be considered for SIED loans if funding is available.**

- Applicants must show that SIED funds are leveraged by other funding sources and that they adequately sought all potential funding sources for the project.

## **SIED Projects in Union Gap**

### **City of Union Gap/Beltway Planning Study - \$25,000 2009**

The City received \$25,000 to analyze the location and costs associated with the Union Gap Beltway, which will provide access to several hundred acres of industrial/commercial property.

### **City of Union Gap/Valley Mall Blvd #3 - \$1,000,000 2008**

The City received \$1,000,000 from the SIED program to help fund the final phase of a project that will provide access from the I-82 exit to the Yakima Air Terminal.

### **City of Union Gap – Clary Motors/Longfibre Extension - \$556,000 2006**

City of Union Gap received funds for continuation of Longfibre Road, to make water & utility improvements and to assist with traffic signal issues. This supported Clary Motors who hired 45 new employees and invested \$7 Million in facilities.

### **City of Union Gap/Ahtanum & Longfibre Road Project- \$1,000,000 2004**

City of Union Gap received \$1,000,000 for road expansion and improvement and to prepare property for Western RV.

### **City of Union Gap- Valley Mall Phase One -- \$800,000 2002**

The City of Union Gap is requesting \$800,000 to complete Phase One (S. Third Avenue) and Phase Two (S. 16<sup>th</sup> Avenue) of the road construction to help fund a \$24 million road extension project to Valley Mall Boulevard.

### **City of Union Gap - Ahtanum Ridge Industrial Park -- \$700,000 2001**

Funds awarded to make road improvements that would make 70 acres of industrial property ready for development in this \$4.7 million industrial site. Several local companies would immediately benefit from this development. The site now supports a wide variety of commercial and office buildings.



## City Council Communication

**Meeting Date:** July 14, 2014  
**From:** Gregory Cobb, Acting Public Safety Director  
**Topic / Issue:** Resolution - Authorizing Acceptance of Request for Proposal for Police Department Roof

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**SYNOPSIS:** The City Council budgeted funds for a new police department roof in the 2014 budget. The roof is leaking and should be replaced this year if the building is to be occupied for any length of time. The City Council directed staff to prepare an RFP for qualified contractors to bid. The RFP was issued and one company, Leslie Roofing submitted a bid.

**RECOMMENDATION:** Award the bid to replace the roof on the Police Department and authorize the expenditure of \$77,389.88.

**LEGAL REVIEW:** Completed

**FINANCIAL REVIEW:** Funds for a new roof are included in the 2014 budget.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. RFP from Leslie Roofing

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

**A RESOLUTION** authorizing the City Manager to sign a contract with Leslie & Campbell, Inc. to re-roof the Police Station.

**WHEREAS**, the City is in need of repairs to its Police Department's roof;

**WHEREAS**, the City issued a request for proposals (RFP) for the re-roofing project;

**WHEREAS**, after reviewing the responses received to the RFP, it is the City's desire to enter into a contract with Leslie & Campbell, Inc. in a form that captures the substantive provisions of the RFP and the response;

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

The City Manager is authorized to sign a contract with Leslie & Campbell, Inc. in a form that captures the substantive provisions of the RFP and the response thereto for re-roofing the City's Police Department.

**PASSED** this 14th day of July, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Robert F. Noe, City Attorney



**May 8, 2014  
REQUEST FOR PROPOSALS  
FOR RE-ROOFING  
POLICE STATION**

The City of Union Gap is seeking proposals from experienced and qualified firms to provide contractor services and products for roofing at Union Gap Police Station. Sealed proposals will be received by the City of Union Gap at the 107 Ahtanum Rd, Union Gap, WA 98903 until **5:00 P.M. Local Time, THURSDAY, June 19, 2014.**

The City of Union Gap will conduct a pre-proposal meeting on **TUESDAY, JUNE 3, 2014, at 10:00 a.m.** at Union Gap Police Station, 1800 Rainier Place Union Gap, Washington.

This municipality is an equal opportunity employer, businesses owned by women or minorities are strongly encouraged to submit proposals.

**THE CITY OF UNION GAP RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.**

Any deviation from the specifications must be noted on the proposal.

Please submit proposal on or before the date and time given above to: Greg Cobb, Interim Public Safety Director, City of Union Gap, P.O. Box 3008, 102 West Ahtanum Rd, Union Gap, WA 98903-0008

All proposals (5 copies) must be submitted in a Sealed Envelope marked: **"RFP —RE-ROOFING POLICE STATION."**

This document is a Request for Proposals. The lowest price proposed will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the product(s)/service, of which qualifications, experience, capacity and methodology may be overriding factors, and price may not be the determinative factor in the issuance of a contract or award. The criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. The City of Union Gap reserves the right to select, and subsequently recommend for award, the proposed products/services which best meets its required needs, quality levels and budget constraints.

With a view to obtaining the most acceptable products and services, these specifications cover the general requirements. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interest of the City.



# City of Union Gap

## POLICE DEPARTMENT

Gregory Cobb, Interim Chief of Police  
1800 Rainier Pl Union Gap, WA 98903  
PHONE 509.248.0430 FAX 509.452.5099

June 12, 2014

All potential RFP responders

RE: Addendum #1 to scope of work-Police Station Re-roof RFP

During the pre-proposal meeting on June 3, 2014, with contractors present, City representation and those contractors present identified the following issues and/or need to revise the scope of work for the proposed project. The following revisions are as follows:

1. The penthouse windows shall be framed in on the south facing wall and covered. (See no. 2).
2. Existing siding on penthouse has passed its life expectancy and shall be removed. Penthouse sheathing shall be replaced where damaged and/or new sheathing installed in locations of new framing. Penthouse shall be wrapped in an approved air barrier, then install "delta-rib" metal as siding. Color selection to be presented to City for approval.
3. Asbestos testing. A core sample of roof was taken on June 3, 2014. The City has sent core to be tested and expects results by next week.
4. Inoperable exhaust fan on eastern section of roof to be removed and disposed of. Opening in roof deck as result of removal shall be framed in and closed.
5. Original scope of work as part of RFP requested an R-30 roof. The existing roof construction consists of batt insulation under roof deck. Due to installation of foam on roof deck it is not clear what the relative slope of the roof is. Roof drains are on north side of building and rigid foam taper shall be installed to slope roof to northern roof drains with crickets as needed in place of r-30 request.
6. Existing roof top duct work shall be removed during roof replacement and replaced post installation in accordance with the International Mechanical Code and SMACNA standards.
7. Parapets are acting in conjunction with venting system for roof, therefore the TPO membrane shall not be wrapped up and over the parapet.
8. The city is requesting a 15-year manufacturer warranty. ✓

If you have any questions or need additional information, please don't hesitate to contact the City.

## Scope of Work

The Union Gap Police had a Spray Foam Polyurethane roof system installed in approximately 2007. The Spray Foam Polyurethane (SFP) application that currently exists needs to be removed down to the roof deck and replaced with a 60-mil Thermoplastic Polyolefin (TPO) roofing system.

### Main Roof Section (Approx. 3,200sqft.)

1. Remove the existing roof system down to wood decking and dispose of.
2. Remove all existing coping metal and dispose of.
3. Directly over wood decking loose lay a 6 mil. Visqueen serving as a vapor barrier.
4. Install rigid insulation. R-Value = 30.
5. Install tapered rigid insulation crickets sloping towards roof drains.
6. Overlay all insulation with a ¼" gypsum fiber Class A fire rated cover board.
7. Mechanically attach all insulation & cover board together with steel plates & screws.
8. Install a 60 mil. TPO membrane in the color of white.
9. Membrane to be fully adhered using solvent based bonding adhesive.
10. At parapet walls install fully adhered TPO membrane wrapping up and over top of parapet.
11. All pipes, curbs and other misc. penetrations to be flashed according to manufacturer specifications.
12. Install new pre finished 24ga. coping metal around perimeter of building.

### UpperRoof Section/penthouse (Approx. 600sqft.)

1. Remove the existing roof system down to wood decking and dispose of.
2. Remove all existing coping metal and dispose of.
3. Directly over wood decking loose lay a 6 mil. Visqueen serving as a vapor barrier.
4. Install rigid insulation. R-Value = 30.
5. Install tapered rigid insulation crickets sloping towards roof drains.
6. Overlay all insulation with a ¼" gypsum fiber Class A fire rated cover board.
7. Mechanically attach all insulation & cover board together with steel plates & screws.
8. Install a 60 mil. TPO membrane in the color of white.
9. Membrane to be fully adhered using solvent based bonding adhesive.
10. At parapet walls install fully adhered TPO membrane wrapping up and over top of parapet.
11. All pipes, curbs and other misc. penetrations to be flashed according to manufacturer specifications.
12. Install new pre finished 24ga. coping metal around perimeter of building.

## General Specifications



1. The proposed products/services shall meet all applicable Federal, State and Local regulations, including O.S.H.A. regulations.
2. Components and materials furnished shall be new and at least of standard quality currently used commercially, conforming to current engineering and manufacturing practices.
3. Materials shall be free from defects that adversely affect the function or appearance of the finished product.
4. Products offered under this specification shall be the manufacturer's latest current design.

**Products:**

Submit certificates from respective manufacturers attesting that insulation and all materials proposed to be utilized for this project:

- Applicable Warranties
- Certification from manufacturer that any and all products/supplies utilized for this project meet the International Building Code (IBC) and acceptable standards.

**Services:**

Contractor will furnish all labor, tools, materials, equipment, etc. necessary for the delivery and installation of roofing materials at Police Station. Contractor shall remove existing materials, as applicable. The appropriate materials and methods must be used to install the appropriate materials.

All reasonable effort to minimize disruption to the normal operation of these facilities shall be made by the contractor.

Work shall be performed at the following locations:

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

The Contractor shall be employed in the roofing field with roofing systems similar to the system being proposed by the City. The contractor will have the ability and be required to install the products in the City facility specified in this solicitation that requires the expertise of a qualified and experienced contractor. All necessary permits required by the Union Gap Building Department are the responsibility of the selected contractor.

Existing building often have light fixtures, electrical conduits, fire sprinkler system hangers, HVAC, supports, roof top units, etc. which may be attached to the structure. The Contractor shall be responsible for any disconnects, connections, or waste material incurred during installation.

If any equipment must be shut down for an extended period of time, the City shall be notified

immediately of the delay and the work shall be coordinated with the City's representative. The Contractor shall report to the City's representative when on the job and upon completion of the work performed. The City's Representative will provide access to all devices, which may be involved with the project.

Work will only be performed with the City's written authorization within the time period agreed upon between the City and the selected Contractor. Actual work will not exceed the Contractor's proposal. No additional work beyond the Contractor's proposal will be performed without the written authorization of the City.

The Contractor herein warrants that all materials furnished are new and of good quality. The Contractor further guarantees that the project is free of defective materials and workmanship for a period of one (1) year from final completion date. Upon notification of any defects within the confines of state guarantee period, the Contractor shall make all necessary repairs and replacements at no cost to the owner including work time and distance to site, and such repairs shall be accomplished with three (3) working days after notification. Additional warranty requirements, as may be required, shall be referenced elsewhere in this document.

The successful contractor will provide the City with a warranty from the final completion date for product(s) and labor. Contractor shall warrant that all services performed under this contract shall be free from defects in workmanship and all manufactured equipment supplied hereunder shall, at the time of installation to be free from defects in material and workmanship. The Contractor shall warrant that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances and professional standards.

The successful contractor will promptly correct all work rejected by the City as faulty, defective or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful contractor will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the City and the selected contractor.

All workmanship shall conform to the best current practice at the respective trades; and all equipment, materials and articles incorporated in the work under the Agreement shall be new and of the best grade of their kind for their purpose. The Contractor shall, if required, furnish evidence as to the kind and quality of the materials, equipment and/or articles used. The City shall have the right to order the work wholly or partially stopped until the objectionable work, materials, equipment and/or articles are removed, or to declare the Agreement forfeited for nonperformance or not being executed according to the intent or meaning of the Specifications or other documents used in conjunction with this Work.

The Contractor shall confine his equipment, apparatus, the storage of materials, and operations of his employees to the limit indicated by law, ordinances, permits, or directions of the City and shall not unnecessarily encumber the premises with his materials or equipment. Contractor shall store his materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his work, the work of other Contractors, or the

operation of City business. Contractor shall remove all rubbish and debris from City property and legally dispose of it.

The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work. The Contractor shall be responsible for damage to the City's premises and adjacent property that may be caused by his work. Should damage occur as a result of the Contractor's work, the Contractor is responsible for the repair and/or replacement of the damaged area at their own expense. Otherwise, the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

All work under the resulting contract will be performed in a skillful and workmanlike manner. The City may, in writing, require the successful contractor to remove any employee from work that is not working to the satisfaction of the City. The Contractor shall obtain all necessary permits required by laws and regulations, give all required notices, and pay all lawful fees in accordance with requirements for his particular work and the locality in which the project is being built. Any inspection by the City does not relieve the successful proposer from any responsibility regarding defects or other failures to meet the contract requirements.

All contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

The Contractor shall provide for the protection of the public, City employees, and the Contractor's own workers from work related hazards. Contractor shall also provide notification to the City Representative and personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

In the event the contractor unexpectedly encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other classified hazardous substances/materials which have not been rendered harmless, the contractor shall immediately stop work in the area affected and report the condition to the owner. The work in the affected area shall not thereafter be resumed except by written agreement of the owner and contractor if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other classified hazardous substances/materials which have not been rendered harmless. The work in the affected area shall be resumed in the absence of any classified hazardous substances/materials or when it or they have been rendered harmless.

The Contractor shall at all times keep the project premises and surrounding area free from the accumulation of waste materials or rubbish caused by his operations in connection with the project. Upon completion of the work, and prior to final inspection and acceptance, the Contractor shall remove all remaining waste materials, rubbish, contractor's construction

equipment, tools, machinery and surplus materials and leave the project (including but not limited to glass, hardware, fixtures, masonry, tile and marble) in a clean and usable condition satisfactory to the owner. If the Contractor fails to clean up as provided in the contract documents, the owner may perform the cleaning tasks and charge the costs to the Contractor.

The City of Union Gap reserves the right to terminate the contract without penalty upon thirty (30) days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City of Union Gap will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Union Gap' best interest and will be final. The City of Union Gap reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest. No service charge, handling fees or other penalties for cancellation will be assessed.

Contractor should make customer satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer service oriented, and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the City's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set forth by this Contract and is subject to termination for breach of contract.

The Contractor shall not allow waste material, or rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed, as requested by the City. Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this contract.

## **SELECTION CRITERIA.**

Proposals will be evaluated and ranked. The City of Union Gap reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate farther with one or more companies. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including, but not limited to the following:

### **1. Experience/Qualifications - 20%**

The Contractor shall be properly licensed to perform the work described in this request for proposal. Proposers shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City will require proof of these qualifications. Adequate financial resources to perform the contract or the ability to obtain them.

### **2. Product Designs Flexibility, Operability -30%:**

Ability to provide products as specified or approved equal. Include all available product literature and brochures. Provide guarantee/warranty information. If alternate, provide a detailed description of proposed product/ equipment and ability to meet the intended use,

need and operability of the City.

**3. Methodology— 10%**

Provide the method of approach or work plan to meet the City's needs for the scope of work specified. Include a proposed project schedule. Proposers should clearly identify all available resources within the company and those that will be subcontracted to others. Provide number of full-time/part-time employees and availability to provide the products and services described herein.

**4. Comparable Projects - 10%**

Provide a list of comparable projects that have been successfully completed by your company. List should include public sector (governmental) clients. A satisfactory record of past performance, integrity and business ethics.

**5. Cost-30%:**

Cost Proposals per Proposal Form,

**Mandatory Requirements**

These guidelines are provided to assist participating firms in formulating a thorough response. The successful firm shall ensure/understand that:

1. The contractor will work closely with City staff during all phases of the work. The successful firm will be considered a key part of the project team. A strong, positive working relationship must be maintained.
2. All licenses required for a discipline by the State of Washington shall be maintained during the course of the contract. Contractor shall be responsible for any required permits.
3. The contractor will provide a single point of contact for the duration of the contract.
4. The firm must implement and complete the work in an efficient, orderly and cost-effective manner. The City encourages innovation in streamlining the project.
5. The contractor will comply with administrative procedures related to the project such as change orders, shop drawings, contract pay requests, etc.
6. The contractor will utilize construction contract documents that have been approved by the City.
7. The contractor will meet with applicable City staff to review project status, project budget and project planning, as required.
8. The contractor must have the organizational capacity to conduct the work; the City will not pay for travel, lodging or per-diem unless specifically mandated in the requirements.

**Contract Period, Payment Terms and Performance Measures**

Payment will be remitted net 30 days following receipt and authorization of an accurate invoice that includes the following detailed project information:

Information for each discipline on each individual project:

- Itemization of all services performed
- Number of hours spent on each project
- Fees associated with these hours
- Product costs
- Balance of costs remaining

Prime Contractor shall submit to Owner an Application for Payment for each payment, together with a Contractor's Declaration Partial Conditional Waiver and a Sworn Statement declaring that they have not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, or otherwise done anything for which they will ask, demand, sue for, or claim compensation from the Owner other than as indicated on the Contractor's Declaration and shall submit receipts or other vouchers showing their payments for materials and labor, including payments to sub-contractors.

All such payments shall be subject to any deductions or reservation, which may be made in accordance with the terms of this contract. The retainage held on each payment shall be equal to 5% of the work completed to date until completion. At that time Contractor will be paid for 100% of the balance of after a notice of completion is filed and a certificate of release is received from Washington State Department of Labor and Industries. No allowance will be made for materials furnished.

With each Payment, the Contractor shall submit a fully executed Sworn Statement with the most recent Schedule of Values and a Partial Conditional Waiver. The Schedule of Values shall allocate the entire contract sum among the various portions of the work. Sworn Statements shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Pay Estimate.

The Contractor shall keep the project and the site free and clear of all liens and claims from subcontractors and suppliers.

Application for Payment shall not include requests for payment for portions of the work for which the Contractor does not intend to pay to a subcontractor or material supplier or other parties providing services for the Contractor.

The Contractor further warrants that, upon submittal of an Application for Payment, all work for which payments have been previously issued and payments received from the City, shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, subcontractors, materials suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the work. Failure of a prime Contractor to comply with prompt pay provisions may result in sanctions. Sanctions may include, but are not limited to withholding of estimates on projects where prompt payment violations are confirmed and/or withdrawal of bidding privileges.

No payment shall be considered as acceptance of the work or any portion thereof prior to final completion of the work and final payment at the expiration of the warranty period. The

Contractor's request for final payment shall be accompanied by the following documents:

- a) Contractor's Declaration
- b) Contractor's Affidavit
- c) Waivers, as required from major suppliers and subcontractors
- d) Release of surety
- e) Release from other public agencies for which permits have been obtained under this contract.
- f) Sworn Statement

After completion of the work under this contract to the satisfaction of the City of Union Gap Director of Community and Economic Development or his authorized representation, in accordance with all and singular terms and stipulations herein contained, the City shall make final payment less 5% retainage. Before final payment is made, the Contractor shall, as directed by the City, furnish a Contractor's Affidavit that they have paid all claims of every nature, and/or secure a release from the surety or sureties approving payment. Final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the Contractor of final payments aforesaid shall operate as, and shall be, a release to the City and their agents, from all claim and liability to the Contractor for anything done or furnished for, relating to, or affecting the work.

The awarded Contractor shall be required to submit authentic, accurate and itemized documentation as required by the contract for all work completed. Appropriate documentation shall be submitted with invoices to provide sufficient information should a discrepancy be discovered. Payments shall be approved by the Union Gap Director of Community and Economic Development or his designee.

## **GENERAL SPECIFICATIONS**

### **PART 1—SAFETY**

- A. All contractors and subcontractors performing services for the City are required and will comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. Proposer shall provide all barricades, traffic control devices and other safety equipment, as necessary.
- B. Contractor shall take all necessary measures to prevent damage to other areas adjacent to his work. Should damage occur as a result of the Contractor's work, the Contractor is responsible for the repair and/or replacement of the damaged area. Otherwise the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's invoice. Contractor shall also be responsible for all

costs related to the relocation of, damage to, repair of, any existing utility runs and/or improvements which are damaged as a result of contractor or subcontractor in or around the premises.

- C. All contractors shall, at the end of each workday, clean area of work and secure all equipment in a safe condition. Contractor shall store materials, supplies and equipment in a neat and orderly manner so as not to unduly interfere with the progress of work, the work of other contractors or the operation of City business. Contractor shall not unload, move, hoist and/or store material or equipment so as to interfere with normal use of facilities, roads, driveways, sidewalks or building entrances, except with prior written authorization by the City of Union Gap.
- D. Contractor is responsible for the storage and security of equipment and materials and that of their subcontractors. Location of materials and equipment storage, vehicle parking and staging areas shall be established, only after approval by the City of Union Gap.
- E. Contractor shall perform cleanup of work area on a daily basis to remove debris from that day's work. At the completion of the work, the contractor shall remove all equipment, surplus material, rubbish and debris, etc., from the premises. All surfaces involved in the work shall be cleaned and made ready for use. Contractor shall remove all rubbish and debris from City property and legally dispose of it.
- F. The Contractor shall coordinate his operations with other contractors that maybe performing work within or adjacent to the Construction Influence Area (CIA). The CIA shall include the entire construction limits as shown on the map and subsequent design drawings.
- G. The Contractor shall coordinate his work at City Fire Station with the 24/7 operations of the City of Union Gap Fire Department and 911 Communications Center, so as not to interfere with any and all emergency operations and the activities during the day and evening hour at the City Offices.

## PART 2—MATERIALS AND DESIGN

- A. Equipment and materials provided shall be new, standard product of a manufacturer, regularly engaged in the manufacture of the product that have been performing satisfactorily. The equipment shall be supported by an authorized service organization or factory employee (of the manufacturer/supplier) that is reasonably convenient to the jobsite. Discontinued models are not acceptable. No work shall be started before all materials are in the possession of the Contractor.



### PART 3—INSTALLATION

- A. Contractor shall confine his operations to the areas to be improved and to the areas allotted him by the City for material and equipment storage.
- B. Contractor shall be responsible for the removal and legal disposal of debris or any other materials from the construction site.
- C. It shall be understood and agreed upon by the Contractor that the work herein described shall be completed in every detail, even though every item involved is not particularly mentioned. The Contractor shall be held to provide all labor and materials for the completion of work intended and described.

### PART 4—QUALITY ASSURANCE

- A. The Contractor shall maintain continuously a competent superintendent, satisfactory to the City, with authority to act for him in all matters pertaining to the work.
- B. The Contractor shall confine his operations to the areas to be improved and to the areas allotted him by the City's representative for material and equipment storage.
- C. Manufacturer's and Contractor's 1-year warranty from the date of final acceptance of the complete job, against original defects of material and workmanship or excessive wear or deterioration and defects to be made good at the Contractor's expense with no cost or obligation to the City.

### PART 5—DELIVERY, STORAGE, AND HANDLING

- A. Store and handle materials to prevent damage and deterioration. Materials damaged or defective as determined by the Director of Community and Economic Development or his authorized representative shall be replaced or repaired at no additional cost to the City.
- B. Storage of materials and equipment in conjunction with this contract is the responsibility of the Contractor. Stored materials and equipment on site shall be stored in a location as directed by the Director of Community and Economic Development or his authorized representative.

### PART 6—PROJECT CONDITIONS

- A. The contractor acknowledges that he has examined the site and the submission of a proposal shall be considered evidence that examination has been made. The contractor has carefully estimated the difficulties with the existing conditions as they relate to the total and entire satisfactory completion of the work.
- B. All work shall be completed in accordance with the specifications and standard trade

practices.

- C. The contractor shall field verify all quantities, measurements, dimensions, and existing conditions. The contractor shall review the contents of the specifications and verify discrepancies (if any) prior to submitting this proposal document. There will be no change orders based on mistaken quantity, count, measurements or dimensions.

#### PART 7—CODES AND STANDARDS

- A. The Contractor shall perform all work in accordance with applicable local, State and Federal laws, rules, regulations, zoning and building codes, as well as O.S.H.A. guidelines in effect at the time of the project and holds the City harmless against any claims arising from the violation thereof.
- B. Any permits for the installation or construction of the work included under this contract which are required by any of the legally constituted authorities having jurisdiction, shall be obtained and paid for by the Contractor, each at the proper time. Contractor shall also arrange for and pay all costs in connection with any inspections and examinations required by these authorities.
- C. In all cases where inspection of the work is required and/or where portions of the work are specified to be performed under the direction and/or inspection of the Director of Community and Economic Development or his authorized representative, the Contractor shall notify the Director of Community and Economic Development or his authorized representative at least twenty four (24) hours in advance of the time and such inspection and/or direction is required.
- D. The Contractor shall provide for the protection of the public, City employees and the Contractor's own workers from work related hazards. Contractor shall also provide notification to the City representative and personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.
- E. Quantities, when used, are estimates only and are given for the purpose of comparing proposals on a uniform basis. Quantities shall be proposed on a more or less basis. Payment will be made only for quantities actually ordered, delivered, installed and accepted, whether greater or less than the stated amounts.
- F. The Contractor warrants the items to be furnished do not infringe any patent, registered trademark or copy right and agrees to hold the City harmless in the event of any infringement or claim thereof.

#### PART 8—PROPOSERS RESPONSIBILITY

- A. It shall be the responsibility of the contractor to become familiar with the premises specified and the work to be performed according to the specifications.
- B. By submitting a proposal, the contractor acknowledges that he/she has investigated and satisfied himself/herself as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, gas, water and electric power. Any failure of the contractor to acquaint himself/herself with the available information will not relieve him/her for responsibility for properly estimating the cost of successfully performing the work. The City of Union Gap shall not be responsible for any conclusions or interpretations made by the contractor of information made available by the City of Union Gap.

#### PART 09—PREVAILING WAGES

- A. This project is a “public works” project as defined under RCW 39.04.010 and therefore shall receive no less than the prevailing rate of wage as determined by Washington State Department of Labor and Industries.
- B. Contractor shall use the latest prevailing wage rates for Yakima County dated June 13, 2013. A copy of the published rates can be obtained from the City of Union Gap. A hard copy can be mailed at proposer’s request.
- C. Contractor shall file an Intent to Pay Prevailing Wages form with the Washington State Department of Labor and Industries. The City of Union Gap will not make any payments to Contractor until said form has been approved by the Industrial Statistician of Labor and industries. The City of Union Gap will not release retainage until all employers have submitted an Affidavit form that has been certified by the Industrial Statistician.
- D. Information regarding prevailing wages and required forms are available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/>

#### PART 10—FINAL CLEANUP/RESTORATION

- A. The work shall not be considered as completed, nor will final payment be made until the area has been restored to a neat, orderly appearance acceptable to the Director of Community and Economic Development or his authorized representative. Equipment, excess material, rubbish, etc., resulting from the Contractor's operation must be removed from the site.
- B. Repair of all areas disturbed by the Contractor's operations shall be in accordance with the best modern practices, the City's standards and/or as specified at the time of requested service. Contractor shall go over the entire project and remove all construction debris and any other deleterious materials.

**REQUEST FOR PROPOSALS  
FOR RE-ROOFING AT  
POLICE STATION**

**VENDOR QUESTIONNAIRE**

The following pages include a vendor questionnaire to be completed. Each item must be completed with a response. Vendors not responding to any of the specifications or questions may be classified as unresponsive. Supplemental information may be attached to your proposal.

Date: 6-19-14

Firm Name: LESLIE & CAMPBELL INC.

Address: 506 AHTANUM RD

City/State/Zip Code: UNION GAP WA 98903

Telephone Number: 509-453-0074

Fax Number: 509-248-7887

Email Address: BRAD@LESLIEANDCAMPBELL.COM

Firm Established: 1967 Years in Business: 46

Type of Organization: (Circle One)

- a) Individual
- b) Partnership
- c) Corporation
- d) Joint Venture
- e) Other

How many years has your company been providing roofing systems?

46

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If alternate provide is proposed, please provide a detailed description of the proposed product(s). Include all available product literature and brochures, product quality, product life, and packing information.

N/A

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Please describe the warranty (guarantee) program for the proposed product(s) being recommended. If written, please enclose a copy of the warranty- (guarantee) with the proposal.

LESLIE & CAMPBELL WILL PROVIDE A 5 YR LABOR & MATERIAL GUARANTEE.  
ALSO INCLUDED WILL BE A JOHNS MANVILLE 15 YR NO DOLLAR LIMIT  
GUARANTEE

What is the expected delivery time upon receipt of order?

MATERIAL DELIVERIES TAKE APPROX. 2 WEEKS

Provide a Work Plan for the project with recommendations for the best method of replacement for the roofing. Work plan shall identify any required removal and disposal.

REMOVE AS MUCH EXISTING ROOFING THAT CAN BE COVERED BACK IN THE  
SAME DAY. INSTALL NEW ROOF SYSTEM OVER THE DEMOED ARE AND  
REPEAT THE SAME PROCESS UNTIL COMPLETE. INSTALL SHEET METAL  
FLASHING & TRIM AFTER NEW ROOF SYSTEM IS COMPLETE.

Provide a timeline for the project, including proposed start and completion dates.

AUGUST 1<sup>st</sup> 2014 THRU AUGUST 15<sup>th</sup> 2014

Provide the manufacturer's name, telephone number, model number, and a description of all proposed product(s) and their basic operating features.

Provided Yes \_\_\_ No ✓

Provide manufacturer's literature/brochures.

Provided Yes \_\_\_ No ✓

How many full-time employees? 40 How many part-time employees? 0

Provide information relative to the experience and financial capability of your company to carry out the terms of this contract:

WE HAVE COMPLETED PROJECTS RANGING FROM \$10,000 TO 2,000,000 THRU THE YEARS NEVER HAVING FINANCIAL ISSUES PERTAINING TO SUCCESSFUL COMPLETION. OUR EXPERIENCE INCLUDES 10% EMPLOYEES WITH 20+ YRS 20 EMPLOYEES WITH 10+ YRS 10 EMPLOYEES WITH 5+ YEARS

Provide list of contractor's personnel to be assigned to this project. Provide for each qualifications, experience, licenses and certifications,

THIS WILL NEED TO BE PROVIDED AT A LATER DATE.

Provide a list of subcontractors who are utilized by your company.

T&M HEATING  
STEPHEN SONS CONSTRUCTION

List five (5) comparable projects similar to that of this specification.

1. FIRE STATION #5
2. WASHINGTON FRUIT
3. EISENHOWER HIGH SCHOOL
4. UNION GAP SCHOOL
5. FACEBOOK DATA CENTER

Acknowledge that your company will provide the City with a warranty for parts and labor.

Yes  No

Comments:

MANUFACTURE INFORMATION & SUBMITTALS OF PRODUCTS USED WOULD BE PROVIDED AFTER THE PROJECT IS AWARDED.

Can you meet the City's insurance requirements? Yes  No

**REQUEST FOR PROPOSALS  
FOR RE-ROOFING AT  
POLICE STATION**

**COST PROPOSAL FORM**

Cost for all product(s) and services, as specified must include all products and materials for installation and functional operation, handling/delivery/shipping, product literature and warranty — a total and complete product package. Do not break out freight separately. All proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice. Contractor is responsible to define and itemize all products required for this project.

**BASE PROPOSAL**

Provide total not-to-exceed labor cost for this project as well as hourly rate for employees performing work under these specifications:

Labor Category	Number of Hours	Cost Per Hour	Total Labor Category Cost for this project
DEMO & INSTAL	316	66	\$ 20,856.00
SHEET METAL	23	80	\$ 1,840.00
WALL PANELS	70	80	\$ 5,600.00
DUCT WORK	NA	NA	\$ 7,675.00
FRAMING	NA	NA	\$ 5,225.00
Total For Project			\$ 41,196.00

Are there any other charges? Yes  or No

Please define:

THERE WOULD BE ADDITIONAL CHARGES IF DRAINS NEED TO BE REWORKED  
AND IF THE LOWER BUR ROOF CONTAINS ASBESTOS  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Provide total not-to-exceed materials cost for this project under these specifications:

Product Name	Manufacturer/Model#	Quantity	Unit Cost	Total Cost
COMPLETE TPO ROOF SYSTEM AS PER SPECS ADDENDUM #1	JOHNS MANVILLE	3200SF	1	\$20,995. <sup>00</sup>
SHEET METAL				\$1,800. <sup>00</sup>
WALL PANELS				\$5,600. <sup>00</sup>
Total for Product				\$30,395. <sup>00</sup>

Are there any other charges? Yes  or No

Please define:  
THERE WOULD BE ADDITIONAL CHARGES IF DRAINS NEED TO BE REWORKED  
AND IF THE LOWER BUR ROOF CONTAINS ASBESTOS

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This is a fixed-priced contract.

COST FOR MAERIALS/PRODUCTS/PARTS	\$ 30,395. <sup>00</sup>
COST FOR LABOR	\$ 41,196. <sup>00</sup>
SALES TAX	\$ 5,778. <sup>88</sup>
TOTAL PROJECT COST INCLUSIVE OF MATERIALS/PRODUCTS/PARTS/LABOR	\$ 77,389. <sup>88</sup>



List any exceptions/alternates to the specifications contained in this Request for Proposal. The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide all specified and related products/services as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Union Gap. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

SIGNATURE PAGE

Signature BOC Campbell Company Name LESLIE & CAMPBELL INC.  
Print Name BRAD CAMPBELL Company Address 50V ANTIAM RD  
Title COMMERCIAL ESTIMATOR City, State, Zip UNION GAP WA 98903  
Telephone 509-453-0074 Fax 509-248-7887  
Email BRAD@LESLIEANDCAMPBELL.COM



## City Council Communication

**Meeting Date:** July 14, 2014  
**From:** Rod Otterness, City Manager  
**Topic/Issue:** Pioneer Graveyard Interpretive Site – Approve Request for LTAC/TPA Funding

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**SYNOPSIS:** The City of Union Gap has purchased the property adjacent to Pioneer Graveyard on a contract for \$87,500 (\$28,750 already paid, \$58,625 due at closing 8-31-14). The city estimates the cost of demolishing the building to be approximately \$10,000 plus the cost of an asbestos report (approximately \$800). Unrelated to this project, WashDOT is planning to expand the fenced area of its parking lot impacting existing parking and reducing the ability of school buses or tour buses to turn around. To remedy parking and access issues a turnaround could be constructed on site at the cost of an additional \$40,000 (see attached site plan and cost estimate).

The Pioneer Graveyard is actively promoted as a visitor attraction. The visitor experience will be improved by the demolition of the existing building and construction of a turnaround and parking for visitors. The city is working with Yakima Valley Museums on interpretive signage displaying the history of the pioneers who were the first settlers of Union Gap and the Pioneer Graveyard where these pioneers are buried.

The city is researching National Historic Site designation for the Pioneer Graveyard and is working with elected officials to schedule a dedication of the interpretive site in 2015 to coincide with the 150 year anniversary of the Pioneer Graveyard next year (see attached letter).

**RECOMMENDATION:** Authorize staff to request funding from the LTAC-TPA Advisory Committee for the estimated \$109,425 cost of the project.

**LEGAL REVIEW:** N/A

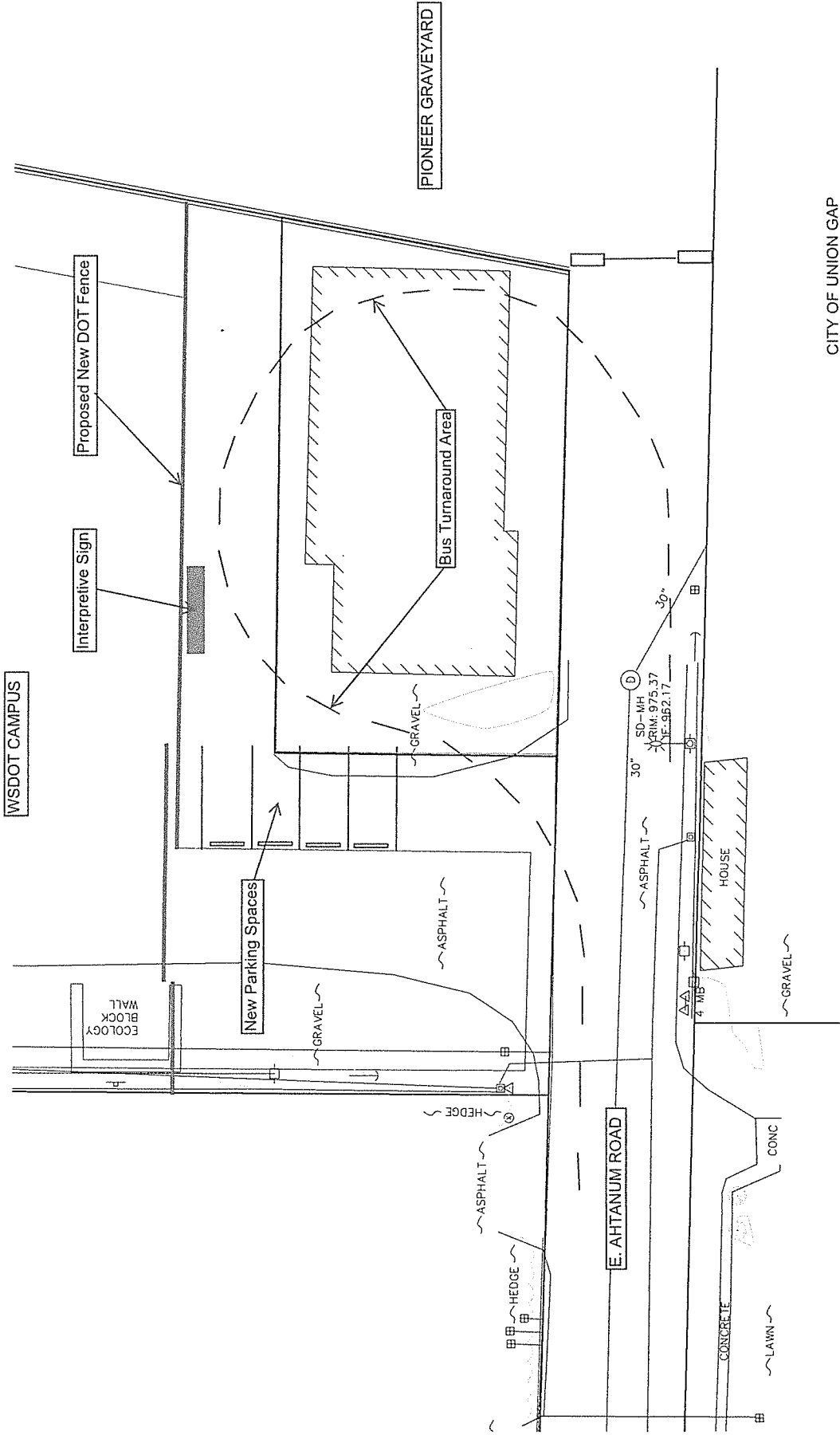
**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** Finance the project from the Current Expense Ending Fund Balance.

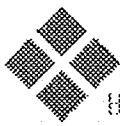
**ATTACHMENTS:**

1. Site plan
2. Cost Estimate
3. Letter



CITY OF UNION GAP

PIONEER GRAVEYARD PARKING IMPROVEMENTS



# HLA

Hobbs, Lounan Associates, Inc.

Civil Engineering • Land Surveying • Planning

UNION GAP

PIONEER COLUMBIAN PARKING

Project No. 14012 G  
 Date 7/2/2014  
 By GMS

PROJECT ESTIMATE :

ASSUME TYP. SECTION - 3" HMA 6" CSBC

- |    |  |                                |        |
|----|--|--------------------------------|--------|
| 1. | MOBILIZATION (LS)  |                                | 3,000  |
| 2. | UNCLASSIFIED EXC. INCL. HAUL (CY)                            |                                |        |
|    | $110' \times 60' \times 7.5 \div 27 = 183.3$                 | $185 \times 15^{\text{cu}} =$  | 2,775  |
| 3. | CSBC (TON)   |                                |        |
|    | $6,600 \times .5 \div 27 \times 1.83 \text{ T/CY} = 226.1$   | $240 \times 26^{\text{cu}} =$  | 6,240  |
| 4. | HMA (TON)  |                                |        |
|    | $6,600 \times .25 \div 27 \times 2.059 \text{ T/CY} = 125.8$ | $130 \times 100^{\text{cu}} =$ | 13,000 |
| 5. | CATCH BASIN (EA)   |                                |        |
|    | $1 \times 1,200 =$   |                                | 1,200  |
| 6. | DRAIN ROCK/PIPE (LS)   |                                |        |
|    | $8' \times 8' \times 4'$ INFILTRATION                        |                                |        |
|    | $8' \times 120^{\text{cu}} / \text{LF} = 960^{\text{cu}}$    |                                | 960    |
| 7. | STRIPING (LS)  |                                | 200    |
| 8. | KIOSK (LS)   |                                | 1,500  |

20,875

10% CONTINGENCY

2,090

31,765

25% PEACE

7,940

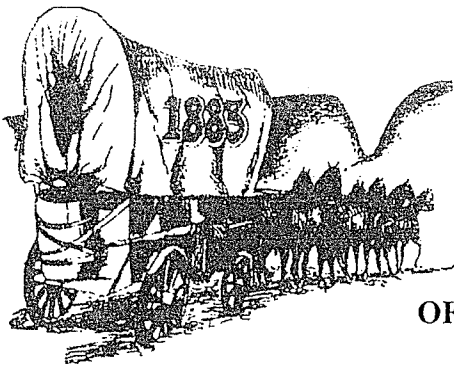
39,705

SAY \$ 40,000

**Pioneer Graveyard Interpretive Site**  
**Cost Estimate**

Purchase price remaining (\$87,500 minus \$28,875 down payment)	\$ 58,625
Demolition	10,000
Asbestos report	800
Turn-around	<u>40,000</u>
Total	\$109,425

COPY



# City of Union Gap

“The Old Town with New Ideas”

[www.ci.union-gap.wa.us](http://www.ci.union-gap.wa.us)

OFFICE OF MAYOR ROGER WENTZ

March 26, 2014

The Honorable Patty Murray  
United States Senate  
154 Russell Building  
Washington, D.C. 20510

The Honorable Maria Cantwell  
United State Senate  
311 Hart Building  
Washington, D.C. 20510

Dear Senators Murray and Cantwell:

Thank you both for taking the time to meet with us in Washington. We appreciate your continued interest and advocacy on behalf of our city.

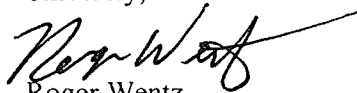
The City of Union Gap would like to invite you to the dedication of a new interpretive site for the Pioneer Graveyard in Union Gap. As you may be aware, Union Gap is among the oldest communities in the State of Washington. In 1865, under the leadership of Dr. Lewis H. Goodwin, a wagon train of pioneers left the Midwest in April and came across the country to settle in Union Gap. The first person buried in the Pioneer Graveyard was Priscilla Goodwin who traveled west with her husband but died during childbirth on December 18, 1865.

Last week, the City Council authorized an expenditure of nearly \$100,000 to purchase a building adjacent to the graveyard which we will demolish later this year to establish as an interpretive site with parking for visitors and historic plaques displaying the history of the pioneers who settled here and who were buried in the graveyard. We plan to develop the site in time for a dedication to be scheduled next year, 150 years after the first burial in the graveyard.

Unfortunately, it was all too common for women to die during childbirth in the mid-19<sup>th</sup> century, especially when travelling as pioneers across the country to settle the west with their families. In the case of Priscilla Goodwin her death occurred even though her husband was a doctor.

In dedicating the site next year, we should also celebrate the advances in medicine that make the death of women during childbirth a rare occurrence today. If you feel it appropriate and your schedules permit, we could even schedule the dedication of the interpretive site for Mother's Day, May 10, 2015, to celebrate advances in obstetric medical care even as we acknowledge the sacrifice of the pioneer women like Priscilla who sometimes died during childbirth. In any event, whether the dedication is scheduled that day, or any other Sunday next year, we hope that with this much advance notice that you might consult with each other and find a date that works for both of you and we would schedule the dedication on that date. Thank you in advance for your consideration of our request.

Sincerely,

  
Roger Wentz  
Mayor



## City Council Communication

**Meeting Date:** July 14, 2014  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Council Budget Retreat – Saturday, September 6<sup>th</sup> at 9:00am – 2:00pm

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**SYNOPSIS:** At the Council Committee meeting on July 7<sup>th</sup> the Council showed interest in having a Council Budget Retreat during the 2015 Budget process.

**RECOMMENDATION:** Discuss the having a Council Retreat on Saturday, September 6<sup>th</sup> at 9:00am to 2:00 pm.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A



## City Council Communication

**Meeting Date:** July 14, 2014  
**From:** Robert Noe, City Attorney  
**Topic/Issue:** Municipal Code – review and re-write.

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**SYNOPSIS:** The City's Municipal Code is in need of revision and updating. In 2013 the City contracted with Municode (the codifier of the Union Gap Municipal Code) to review the code for inconsistencies. Municode provided its recommended changes to the City. Proposed changes to Title 1 of the Municipal Code were drafted and the City Council considered those changes and has adopted an ordinance implementing those changes to Title 1.

For the City Council's consideration now are proposed changes to Title 2. Title 2 encompasses all aspects of the administration of the City. Because of the change in form of government, the contract for municipal court services, and because of the restructuring of departments within the City, the changes to Title 2 are significant and many. The draft before the Council attempts to address those issues. You will see, however, that certain chapters of Title 2, including Chapter 2.56, "City Clerk / Finance Director", Chapter 2.58 "Public Works", and Chapter 2.68 "Development Coordinator" are still under consideration due to the departmental changes.

**RECOMMENDATION:** City Council review of the changes made (deletions in strikeout and additions in underscore), discuss and determine which portions of Title 2 may be ready for adoption or whether additional study and analysis needs to be completed.

**LEGAL REVIEW:** The City Attorney drafted the ordinance.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** Some potential options are as follows: 1. City Council could direct that certain chapters of Title 2 can be adopted now and direct staff to bring back an ordinance that accomplishes that. 2. The City Council could take the matter under advisement and engage in



additional study and analysis. 3. The City Council could send the draft to committee for further work, in particular with respect to Chapters 2.56, 2.58, and 2.68. 4. The City Council could direct staff to make remaining changes to Title 2 and return the ordinance with the complete revisions to Title 2 for the City Council's consideration.

**ATTACHMENTS:** Title 2 Modifications

## **Chapter 2.04, CITY COUNCIL**

### **2.04.010 Meetings.**

The city council shall hold regular meetings beginning at the hour of ~~seven~~ **six** o'clock p.m. and continuing no later than nine o'clock p.m. on the second and fourth Mondays of each month. The city council shall hold ~~study session~~ **committee of the whole** meetings beginning at the hour of six o'clock p.m. on the second and fourth Mondays of each month, at city hall: provided; that whenever the day falls on a legal holiday the regular meeting and ~~study session~~ **committee of the whole** shall be held on the next Tuesday following the Monday at the same hour.

### **2.04.020 Actions as final and conclusive.**

An action of the council on all matters shall be final and conclusive unless, within fifteen days from the date of the council's action, an applicant or an aggrieved party makes an application to the superior court of Yakima County for a writ of certiorari, a writ of prohibition, or a writ of mandamus. If other limitation periods are set forth in these ordinances concerning specific council actions, those specific limitation periods shall apply, but only in those limited circumstances.

### **2.04.030 City council salary.**

The compensation for the city council is set at six hundred dollars (\$600.00) per month. City council members also shall be reimbursed for travel at the current rate established by the Internal Revenue Service for travel, if a council member is required to use his or her own vehicle consistent with city policies on vehicle use.

## **Chapter 2.05, MUNICIPAL COURT**

### **2.05.010 Created.**

There is created a municipal court to be known and designated as "The Municipal Court of the City of Union Gap," which court shall have jurisdiction and shall exercise all powers by RCW 3.50 declared to be vested in the municipal court, together with such other powers and jurisdiction as are generally conferred upon such court in this state either by common law or express statute.

### **2.05.020 Jurisdiction.**

The municipal court shall have exclusive original jurisdiction over traffic infractions arising under city ordinances and exclusive original criminal jurisdiction of all violations of city ordinances duly adopted by the city, and shall have original jurisdiction of all other actions brought to enforce or recover license penalties or forfeitures declared or given by such ordinances or by state statutes. The municipal court shall also have the jurisdiction as conferred by statute. The municipal court is empowered to forfeit cash bail or bail bonds and issue execution thereon; and in general to hear and determine all causes, civil and criminal, including traffic

infractions, arising under such ordinances and to pronounce judgment in accordance therewith.

#### 2.05.030 Judges--Appointment.

~~Within thirty days after the effective date of the ordinance codified in this chapter, t~~**The mayor City Manager** shall appoint a municipal judge or judges for a term of four years. Appointments shall be made on or before December 1st of the year preceding the year in which the term commences. The council shall have the power to confirm the appointment of municipal judge. The person(s) appointed municipal judge shall be a citizen of the U.S.A. and of Washington State, and shall meet all other qualifications required by law. **In the event that the City has entered into a contract with Yakima County District Court for municipal court services, the presiding judge shall determine which judges will serve as judges for the municipal court, subject to the general approval of the City Council through resolution.**

#### 2.05.040 Judges--Salary--Employees.

Salaries of the municipal court judge shall be fixed by ordinance. All employees of the municipal court shall be deemed employees of the city, and shall be appointed by and serve at the pleasure of the court. **In the event that the City has entered into a contract with Yakima County District Court for municipal court services, the salaries of the judges will be established through the County and employees for the Court shall be employees of the District Court.**

#### 2.05.050 Judges--Pro tem appointment.

The **mayor City Manager** shall in writing appoint judges pro tem who shall act in the absence or disability of the regular judge or subsequent to the filing of an affidavit of prejudice. The judges pro tem shall be qualified to hold the position of judges as provided by RCW 3.50. The judges pro tem shall receive such compensation as shall be fixed by ordinance. The term of the appointment shall be specified in writing, ~~but in any event shall not extend beyond the term of the appointing mayor.~~ **In the event that the City has entered into a contract with Yakima County District Court for municipal court services, the judges pro tem shall be selected by the presiding judge for the District Court.**

#### 2.05.060 Judges--Vacancy.

Any vacancy in the municipal court due to a death, disability or resignation of a municipal judge shall be filled by the **mayor City Manager** for the remainder of the unexpired term. The appointment shall be subject to confirmation by the city council. **In the event that the City has entered into a contract with Yakima County District Court for municipal court services, the position shall be filed for the remainder of the unexpired term by the presiding judge for the District Court.**

#### 2.05.070 Judges--Removal from office.

A municipal judge shall be removed only upon conviction of misconduct or malfeasance in office, or because of physical or mental disability rendering the judge incapable of performing the duties of office. **In the event that the City has entered into a contract with Yakima County District Court for municipal court services, a judge shall be removed in accordance with such laws that are applicable to district court judges.**

#### 2.05.080 Judges--Oath--Bond.

Every judge before entering upon the duties of the office shall take and subscribe to the following oath or affirmation:

"I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Washington, and that I will faithfully discharge the duties of the office of Judge of The Municipal Court of the City of Union Gap according to the best of my ability."

The oath shall be filed in the office of the county auditor.

(b) The judge shall also give such bonds to the state and city of the faithful performance of the judge's duties as may be by law or ordinance directed.

**(c) In the event that the City has entered into a contract with Yakima County District Court for municipal court services, judges serving as municipal judges shall take such oaths that are customary and applicable to district court judges.**

#### 2.05.090 Sessions held when.

The municipal court shall be open and shall hold such regular and special sessions as may be prescribed by the city council; provided, that the municipal court shall not be open on nonjudicial days. **In the event that the City has entered into a contract with Yakima County District Court for municipal court services, municipal court shall be held according to a schedule set by the presiding judge working in conjunction with the City to meet necessary legal requirements and the City's needs.**

#### 2.05.100 District court procedure applies.

Pleadings, practice and procedure in cases not governed by statutes or rules specifically applicable to municipal courts shall, insofar as applicable, be governed by the statutes and rules now existing or hereafter adopted governing pleadings, practice and procedure applicable to district courts.

#### 2.05.110 Start of sessions.

~~The municipal court created pursuant to this chapter shall open for regular and special sessions no earlier than January 1, 1994 as required by RCW 3.50.060. The city administrator, city attorney and mayor shall immediately begin actions reasonable and necessary for the municipal court to open for sessions as scheduled.~~

### **2.05.120 Fees.**

The following fees are established for cases filed in the city municipal court:

Breath test: \$125.00 or in a greater amount as may be specified by statute

Court costs: 55.00 or in an a greater amount as may be established by the court from time to time

Jury demand (civil): 100.00 or in a greater amount that may be established by statute or the court from time to time

Jury cancellation fee: 500.00 or in a greater amount as may be established by the court  
(within 48 hours of trial)

Public defender  
(minimum): 80.00 or in a greater amount as may be established by the court

Probation fee (per  
Month/minimum): 55.00

Warrant fee: 100.00

Witness fee: .28  
(mileage plus hourly rate)

Jail room and board  
(per day): 50.00

Conditional release  
(per month): 25.00

Day detention (per  
day): 20.00

Work crew (per day): 30.00

### **2.05.130 Juror fees.**

Persons who serve as jurors in the Union Gap municipal court shall receive for each day's attendance ten dollars, together with a mileage reimbursement at the rate determined under RCW 43.03.060.

## **Chapter 2.06, POLICE DEPARTMENT**

### **2.06.010 Police department established.**

There is established and created a police department for the city.

#### **2.06.020 Police chief--Appointment and removal.**

The police department shall have a police chief or public safety director who shall be appointed and removed at the pleasure of the mayor City Manager. In addition to statutory eligibility requirements, the police chief or public safety director shall be appointed on the basis of his or her qualifications with special reference to education, actual experience in and knowledge of accepted practice in respect to the duties of the office and the field of municipal police operations. The appointment of a police chief or public safety director shall be confirmed by a majority vote of the council.

#### **2.06.030 Police chief / Public Safety Director--Civil service exclusion.**

Pursuant to RCW 41.12.050, the position of police chief or public safety director is excluded from civil service for city police.

#### **2.06.040 Duties.**

The police chief or public safety director shall manage the police department, under the direction of the city administrator manager. It is the duty of the police chief/public safety director, and police department, under the police chief's or public safety director's direction, to enforce all ordinances duly enacted and passed by the city council, and to do all things necessary for the prosecution of offenders of the ordinances in a court of competent jurisdiction. The police chief or public safety director shall attend all meetings of the city council.

#### **2.06.050 No private cause of action.**

This chapter is not intended nor shall it create any private cause of action upon the failure of any duty set forth herein.  
(Ord. 1295 § 1 (part), 1989)

#### **2.06.060 Title restricted.**

This title is not intended to amend the terms of any final agreement between the city and any bargaining unit representing employees of the city.

### **Chapter 2.08, VOLUNTEER FIRE DEPARTMENT**

#### **2.08.010 Dispatching equipment and personnel out of town limits.**

The mayor City Manager acting by and through the chief of the volunteer fire department or public safety director, is authorized to dispatch and use the fire apparatus and equipment of the town, together with the volunteer fire department personnel operating the same, outside of the corporate limits of the town city for the purpose of rendering assistance to neighboring communities and areas in the

event of a threatening conflagration or other dire emergency. Under no circumstances shall such fire apparatus and equipment be dispatched outside of the **town city** to such an extent as to deplete existing available equipment or leave the **town city** without adequate fire protection.

#### **2.08.020 Mutual aid agreements.**

The ~~mayor and the town clerk are~~ **City Manager is** authorized and directed to execute on behalf of the **town city** such mutual aid agreements with adjoining communities or areas maintaining and operating fire apparatus and equipment or with the Central Washington Firemen's Association as may be necessary or desirable to effectuate the orderly dispatch of the ~~town city~~ fire apparatus and equipment outside of the **town city** and the reciprocal dispatching of other apparatus and equipment into the **town city**.

#### **2.08.030 Charging of costs of extinguishing illegal fires.**

In the event the fire department is requested by the Yakima County Clean Air Authority, the state of Washington Department of Ecology, or other lawfully constituted governmental agency to extinguish a fire that is burning in violation of official rules or regulations, the city may charge the costs reasonably incurred in extinguishing the fire to the owner of the property where the fire was located, or the person responsible for starting the fire in violation of said rules or regulations.

#### **2.08.040 Paid fire department employees may not volunteer.**

No salaried or wage-earning employee of the Union Gap fire department may volunteer time or otherwise act as a volunteer for the Union Gap fire department.

### **Chapter 2.12, CIVIL SERVICE**

#### **2.12.010 Commission created--Organization.**

There is created a civil service commission for all full-paid firefighters, except any fire chief **or public safety director** appointed after July, 1987; and for all full-paid employees of the police department of the city, except that the position of police chief **or public safety director** is exempt under RCW 41.12.050, which commission shall be composed of three members appointed by the **mayor City Manager**. The members of the commission shall serve without compensation. No person shall be appointed to the commission who is not a citizen of the United States, a resident of the city for at least three years immediately preceding his appointment, and an elector of the county wherein he resides. The term of office of the commissioners shall be six years, except that the first three members of the commission shall be appointed for different terms, as follows: one to serve for a period of two years, one to serve for a period of four years, and one to serve for a period of six years. Any member of the commission may be removed from office for incompetency, incompatibility, or dereliction of duty, or malfeasance in office, or

other good cause; provided, that no member of the commission shall be removed until charges have been preferred, in writing, due notice, and a full hearing had. The members of the commission shall devote due time and attention to the performance of the duties hereinafter specified and imposed upon them. Two members of the commission shall constitute a quorum and the votes of any two members concurring shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the commission. Confirmation of the appointment of commissioners by any legislative body shall not be required. At the time of appointment not more than two commissioners shall be adherents of the same political party.

#### **2.12.020 Rules and regulations.**

The civil service commission is authorized to promulgate rules and regulations which substantially accomplish the purposes of RCW Chapters 41.08 and 41.12.

### **Chapter 2.14, POLICE RESERVE UNIT**

#### **2.14.010 Department established.**

There is created a police reserve unit to consist of such members as may be appointed from time to time by the chief of police **or public safety director**, subject to the approval of the **mayor City Manager**.

#### **2.14.20 Authority and duties.**

(a) Commissioned members of the police reserve unit shall have arrest authority only while on official duty for the city and shall exercise those powers only as ordered or directed by the chief of police **/ public safety director** or regular officers of the police department.

(b) The duties of the members of the police reserve unit shall be to assist the police department as may be determined by the chief of police **/ public safety director**.

#### **2.14.030 Organization.**

(a) The police reserve unit shall be organized and administered by the chief of police **/ public safety director**, or by an officer or designee appointed to that function. Ranks of reserve officers shall be designated and appointments made thereto as the chief of police **/ public safety director** deems necessary and advisable.

(b) The chief of police **/ public safety director** is empowered to establish rules, regulations, service and training requirements to direct the activity of the reserve unit.

#### **2.14.40 Membership and appointment.**



(a) Membership to the police reserve unit shall be open to all qualified persons regardless of race, sex, religious beliefs or ethnic origin. Interested and eligible persons shall file an application with the police department and such applicants must meet the qualifications and requirements set forth by applicable federal, state or city ordinance and requirements established by the chief of police / **public safety director** and acceptable police practices.

(b) No person shall be appointed as a member who has ever been convicted of a felony or any crime involving moral turpitude, and no person shall be appointed as a member unless he/she is of good moral character and otherwise demonstrates attributes necessary to perform the duties of a reserve police officer, all as determined by the chief of police / **public safety director**.

(c) Members of the police reserve unit are not considered to be regular full-time or regular part-time employees of the city and shall not be subject to or have any rights under the Union Gap civil service commission nor state statute concerning the discipline, tenure, and rights of police officers.

#### **2.14.050 Tenure.**

(a) Reserve unit members shall serve at the discretion and approval of the chief of police / **public safety director**. Appointments and revocation of appointments to membership, promotions of rank, or duty assignment shall be made solely at the discretion of the chief of police / **public safety director**, subject to the approval of the **mayor City Manager**.

(b) Revocation of appointment shall also revoke any vested commission to arrest as a peace officer and any member so revoked will immediately surrender to the chief of police / **public safety director** or his designee, any issued police badges, insignia, identification, firearms or any other property owned by the city. Failure to surrender such property of the city upon request shall be considered a theft of property under the applicable state or municipal law.

#### **2.14.060 Status of members.**

(a) No reserve officer shall be compensated for his/her duties as such, nor shall membership in the reserve unit entitle any member to any relief or police benefits under any plan administered under state statute.

(b) The city shall provide general liability and false arrest insurance for and in behalf of members of the reserve unit while such member is in official service of the city.

(c) The city shall provide for benefits available under workmen's compensation laws of the state for injury sustained by any member while such member is in official service of the city.

(d) Status transfer. The chief of police / **public safety director**, with the approval of the **mayor City Manager**, city council and the civil service commission, may transfer any reserve police officer from the noncompensated reserve status to a compensated temporary appointment in the event of an emergency situation regarding the need to fill a vacant position within the ranks of the police department. In doing so, all of the requirements of the applicable civil service rules and regulations must be met, and no appointment or series of appointments shall be made to circumvent or set aside the purpose or lawful applications of the civil service statutes or training requirements as set forth by the state.

#### **2.14.070 Equipment and supply.**

(a) The city may, at its discretion, furnish all or part of the uniform and equipment required for police duty and training of reserve members.

(b) The city shall furnish the required badges or shield, insignia, official identification, as well as general office supplies, report forms, and police department vehicle usage in the line of duty.

(c) The city shall replace any personal item of any member that is damaged or destroyed during the course of official service to the city; provided, that such item has been approved for use in the police service by the chief of police.

#### **2.14.080 Training.**

(a) No person shall be appointed as a commissioned member of the police reserve unit until the basic training requirements as specified by the Washington Law Enforcement Standards Committee and the State Training Commission have been completed; and until the Union Gap police department standards are satisfied.

(b) Failure of any member to maintain the required training shall mean an automatic suspension from the reserve unit until such time that the said requirements are met.

### **Chapter 2.16, PLANNING COMMISSION**

#### **2.16.010 Created--Members.**

Pursuant to the authority conferred by RCW Chapter 35.63, there is created a city planning commission, consisting of five members who shall be appointed by the **mayor City Manager** and confirmed by the city council.

#### **2.16.020 Term of office.**

The term of office of the five members appointed by the **mayor City Manager** shall be six years, ~~but of the first five appointed, the term of two shall end on the second day of January, 1950, and the terms of each of the three others shall expire in rotation on the second day of January of each succeeding year. The terms of the first five members appointed shall be~~

~~fixed and designated by the mayor at the time of such appointment. The terms of the five members shall be staggered such that two member will have their terms end simultaneously while the remaining three members will have terms that end simultaneously one year later.~~

#### **2.16.030 Vacancies.**

Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired terms. Members may be removed, after public hearing, by the **mayor City Manager**, with the approval of the **town city** council, for inefficiency, neglect of duty or malfeasance in office. The members shall be selected without respect to political affiliations and they shall serve without compensation.

#### **2.16.040 Powers and duties.**

The planning commission shall have all of the powers and perform each and all of the duties specified by RCW 35.63, together with any other duties or authority which may hereafter be conferred upon them by the laws of the State of Washington, the performance of such duties and the exercise of such authority to be subject to each and all the limitations expressed in such legislative enactment or enactments.

#### **2.16.050 Council--Commission relationship.**

The **town city** council may refer to the planning commission, for its recommendation and report, any ordinance, resolution of other proposal relating to any of the matters and subjects referred to in RCW 35.63, and the commission shall promptly report to the council thereon, making such recommendations and giving such counsel as it may deem proper in the premises.

#### **2.16.060 Recommendations and reports.**

All plats or plans of subdivisions of land within the town or proposed additions, as well as dedications of streets and alleys, offered to the town council for acceptance shall first be submitted to the planning commission for its recommendation and report, which report shall be made to the council within thirty days after submission, or at such earlier date as the council shall direct.

#### **2.16.070 Secretary designated.**

The planning commission may designate one of its members to act as secretary without salary, or if requested by the commission the **mayor City Manager** shall designate a member of the paid staff of the city to serve as such secretary, who shall serve without additional compensation.

#### **2.16.080 Quorum.**

A majority of the membership of the planning commission shall constitute a quorum for the transaction of business. Any action taken by a majority of those present when those present constitute a quorum, at any regular or special meeting of the planning commission, shall be deemed and taken as the action of the commission.

**2.16.090 Report to city council.**

The planning commission, at or before its first regular meeting in February of each year, shall make a full report in writing to the **town city** council of its transactions and expenditures, if any, for the preceding year, with such general recommendations as to matters covered by its prescribed duties and authority as to it may seem proper.

**Chapter 2.17, OFFICE OF THE HEARING EXAMINER**

**2.17.010 Creation of office.**

Pursuant to RCW Chapters 35A.63 and 58.17 the office of hearing examiner is herein created. The office of hearing examiner shall not be a municipal department, or a part thereof, of the city of Union Gap and shall be administered and supervised solely by the examiner. For the purpose of this chapter, the terms "hearing examiner" and "examiner" shall have the same meaning unless stated otherwise.

**2.17.020 Appointment.**

The hearing examiner, or any deputy examiners, shall be appointed by the **mayor City Manager**. The examiner shall be employed on a contract basis. An examiner pro-tempore may be appointed in the absence of the examiner or for reasons prohibiting the participation of the examiner in hearing a matter at hand.

**2.17.030 Qualifications.**

Examiners shall be appointed solely with regard to their qualifications for the duties of their office and have such training and experience as will qualify him or her to conduct administrative or quasi-judicial hearings or regulatory enactments and to discharge other delegated functions as required by the city. The examiner shall hold no other elected or appointed office or position with this city.

**2.17.040 Removal.**

An examiner may be removed from office for cause, as specified in the contract, by the **mayor City Manager**.

**2.17.050 Freedom from improper influence.**

No person, including city elected or appointed officials, shall attempt to influence an examiner in any matter pending before the examiner, except at a public hearing duly called for such purpose, or to interfere with an examiner in the performance of the duties of the examiner in any other way; provided, that this section shall not

prohibit the city attorney from rendering legal services to the examiner and the city officials may provide information to the examiner, when such information is requested by the examiner and the action is disclosed for the record during the public hearing.

**2.17.060 Conflict of interest.**

No examiner shall conduct or participate in any hearing, decision or recommendation in which the examiner has a direct or indirect financial or family interest, or any matter wherein the examiner has had substantive ex-parte pre-hearing contacts with proponents or opponents wherein the issues were discussed.

**2.17.070 Rules.**

The examiner shall prescribe rules for the scheduling and conduct of hearings and other procedural actions related to the duties of the office of hearing examiner. Such rules shall provide for rebuttal, and may authorize the examiner to limit the time allowed to parties testifying on an equal basis, and time limits on rebuttal. Cross-examination of witnesses may be allowed at the discretion of the examiner.

**2.17.080 Powers and duties.**

The examiner shall have the authority to conduct public hearings, receive and examine available information, prepare evidentiary records of hearing proceedings, as follows:

- (a) In the case of applications for long subdivision pursuant to UGMC Title 16 and site-specific rezones pursuant to UGMC Title 17, the examiner shall conduct an open record public hearing and issue a recommendation to the city council; or
- (b) In the case of applications for variance, class 3 review and appeals of the decision of the administrator of Title 17, the examiner shall conduct an open record public hearing and render a decision, which is final unless an appeal is submitted to the city council; or
- (c) In the case of decisions of the SEPA responsible official pursuant to UGMC Chapter 2.52, the examiner shall conduct an open record public hearing and render a decision. This decision is subject to judicial review.

**2.17.090 Decisions and recommendations.**

The examiner shall issue a decision and/or recommendation supported by written findings of fact within ten working days of the conclusion of any public hearing pursuant to RCW 35A.63.170.

**2.17.100 Report to and meeting with the planning commission and city council.**

The examiner shall report in writing and meet with the planning commission and city council at least annually for the purpose of reviewing the administration of land

use policies and regulatory ordinance, and any amendments to ordinances of other policies or procedures which would improve the performance of the examiner process. Such report shall include a summary of the examiner's decisions since the last report.

## **Chapter 2.18, STREET UTILITY**

### **2.18.010 Creation of street utility authority.**

There is hereby created and established a street utility, a separate enterprise and facility. The utility is authorized to own, construct, maintain, operate and preserve all city streets as now exist and as may be added to in the future by the addition of other existing or construction of new streets. In addition to its authority over streets, the utility is authorized to own, construct, maintain, operate and preserve street lighting, traffic control devices, sidewalks, curbs, gutters, parking facilities and drainage facilities.

### **2.18.020 Governing body and management of street utility.**

The city council shall be the governing body of the street utility. Management of the utility shall be provided by the **director of public works and community development director** or his or her designee.

### **2.18.030 Ownership of street facilities.**

Title and all other incidents of ownership of the following assets are hereby vested in the utility: All properties, interests, and physical and intangible rights of every nature, owned or held by the city, however acquired, insofar as they relate to:

- (a) Streets and alleys;
- (b) Street lighting;
- (c) Traffic control devices;
- (d) Sidewalks;
- (e) Curbs;
- (f) Gutters;
- (g) Parking facilities; and
- (h) Drainage facilities.

### **2.18.040 System of charges.**

There is hereby imposed a system of monthly charges on residential properties and businesses located within the boundaries of the city. The charges are necessary to assist in the funding of the construction, maintenance, operation, and preservation of facilities under the jurisdiction of the street utility.

(a) Residential Properties. There shall be a monthly charge of two dollars per month per housing unit imposed upon each owner or occupant of residential property, unless such property is exempt under subsection (c) of this section.

(b) Businesses. There shall be a monthly charge imposed on each business of two

dollars per month per full-time equivalent permanent employee employed by that business, unless the business is exempt under subsection (c) of this section.

(c) Exempt Properties. The owners of the following properties are exempt from the charges imposed by this section:

- (1) Properties exempt from the property tax under RCW 84.36.010;
- (2) Properties exempt from the leasehold tax under Chapter 89.29A RCW; and
- (3) Properties used for nonprofit or sectarian purposes, which if the property were owned by such organization would be exempt from the property tax under Chapter 84.36 RCW.

#### **2.18.050 Credit against utility charges.**

Any business required to pay a commuter or employer tax for transportation purposes under RCW 81.100.030 or RCW 81.104.150 is granted a credit against the utility charges imposed by this chapter. The credit shall be for the full amount of the tax paid, but in no event for an amount more than the utility charge.

#### **2.18.060 Billing and collection.**

Street utility fees, as imposed by Section 2.18.040, shall be computed on a monthly basis. The amount billed shall be included as a separate charge listed on the utility bill. The city clerk / treasurer or his or her designee, is authorized to administer the billing and collection of street utility fees. In the event a property does not have utility service but is subject to charges imposed by this chapter, a new account shall be established and that property shall be billed separately for the street utility charges. The city clerk / treasurer is directed to compile a list of all residential housing unit owners or occupiers and of all businesses, as is necessary for determining utility charge liability under this chapter. The city clerk / treasurer is further directed to develop any rules and regulations which are consistent with this chapter and which are necessary for its proper administration.

#### **2.18.070 Use of street utility funds.**

The proceeds from the charges imposed by Section 2.18.040 shall be used for transportation purposes only including but not limited to:

- (a) Operation and preservation of streets and other transportation improvements;
- (b) New construction, reconstruction, and expansion of city streets and other transportation improvements;
- (c) Development and implementation of public transportation and high-capacity transit improvements and programs; and
- (d) Planning, design, and acquisition of right-of-way and sites for such purposes. Use of the proceeds from street utility charges shall be consistent with the requirements of RCW 82.80.

### **2.18.080 Use of other proceeds by street utility.**

The street utility may finance the construction, operation, maintenance and preservation of streets and related facilities through local improvement districts and utility local improvement districts, or with the proceeds of general obligation or revenue bonds, or any combination thereof. In addition, the utility, through appropriation by the city council, may use funds from general taxation, money received from the federal, state or other local governments, and other funds made available to it.

### **2.18.090 Definition.**

For purposes of this chapter, the following definitions apply:

~~"City" means the city of Union Gap, Washington, a municipal corporation.~~

"Full-time equivalent" refers to the calculation made to determine the number of employees, both part and full-time, employed by a particular business. The sum of this calculation is stated in a manner that treats part-time employees, in the aggregate, as a whole or a fraction of a full-time employee. Thus, a business which employs one full-time employee and one half-time employee employs the full-time equivalent of 1.5 employees. The city may use the business license and application as evidence of the number of such employees.

"Housing unit" means a building or portion thereof designed as a residence or the living quarters of one or more persons living together, or of one family.

"Permanent employee" refers to a person who is employed full or part-time in a regular, nonseasonal position, for a period of at least six months during a calendar year. The city may use the business license and application as evidence of the number of such employees.

"Residential property" or "residential properties" means any parcel of land upon which is constructed a structure designed to provide a housing unit to one or more persons or families.

"Utility" means the city street utility, a utility authorized to own, maintain, operate and preserve all city streets and related facilities.

### **2.18.100 Penalties--Lien--Enforcement.**

(a) Criminal. Any knowing violation of the provisions of this chapter shall be a misdemeanor and any person found guilty thereof shall be punished by a fine not to exceed **five one** thousand dollars or by imprisonment in jail not to exceed ninety days or by both such fine and imprisonment.



(b) Lien. The charges imposed by Section 2.18.040 are charges against the property and the use thereof. The charges become liens against the property which may be enforced in the same manner as sewerage liens are enforced under RCW Chapter 35.67. The street utility lien shall be effective for a total not to exceed one year's delinquent charge without the necessity of any writing or recording of the lien with the county auditor. The street utility lien shall be superior to all other liens and encumbrances except general taxes and local and special assessments.

## **Chapter 2.20, SOCIAL SECURITY**

### **2.20.010 Authorization.**

The ~~mayor and clerk~~ **City Manager and City Clerk / Treasurer** are hereby authorized and directed to forthwith apply to the commissioners of the employment security department of the state for the extension of the old age and survivors insurance system established by Title II of the Federal Social Security Act, as amended, to cover all employees of the ~~town~~ **City**.

### **2.20.020 Effective date of participation.**

The effective date of the participation of the eligible employees of the ~~town~~ **city** in the old age and survivors insurance system shall be January 1, 1954, and participation shall continue until terminated by federal or state law, rule or regulation.

### **2.20.030 Budget provision.**

Provisions will be made in all budgets for the payment to the state of the prorated share of the cost of the system.

### **2.20.040 Duties of city clerk / treasurer.**

The city clerk / treasurer is hereby authorized and directed to comply with all of the federal and state laws, rules and regulations applicable to all participants in the old age and survivors insurance system and to make all reports required under the laws, rules and regulations.

### **2.20.050 City Clerk / Treasurer to pay appropriate sums.**

The City Clerk / treasurer is hereby authorized and directed to pay to the state of Washington all sums allocated at the prorated share of the town in the contributions required under Title II of the Federal Social Security Act, as amended, and under RCW 41.48.

## **Chapter 2.24, EMPLOYEE RETIREMENT SYSTEM**

The ~~town~~ **city** does hereby authorize and approve the membership and participation of its eligible employees in the state employees' retirement system pursuant to RCW 41.40. ~~410~~ **062**, and authorizes the expenditure of the necessary funds to cover its proportionate share for participation in the system.

~~2.24.020 Transmitting of Ordinance 384.~~<sup>-12</sup>

~~The clerk is hereby ordered and directed to transmit a certified copy of Ordinance 384 to the retirement board of the system as evidence of such authorization and approval.~~

**2.24.030 Participation date.**

Participation membership in the state employees' retirement system shall commence on May 1, 1966.

**Chapter 2.26, HOLIDAYS**

(a) Unless otherwise determined by the city ~~administrator~~ **manager**, city hall shall be open to conduct regular city business weekdays from eight a.m. to five p.m., provided that the city shall recognize the following holidays:

1. First day of January;
2. Third Monday in January;
3. Third Monday in February;
4. Last Monday in May;
5. Fourth of July;
6. First Monday of September;
7. Eleventh of November;
8. Thanksgiving Day;
9. Day after Thanksgiving;
10. Christmas Day.

(b) If one of the holidays above mentioned falls on a Saturday, the preceding Friday will be observed as the holiday. If one of the holidays above mentioned falls on a Sunday, the following Monday will be observed as the holiday.

**Chapter 2.36, SALARIES AND COMPENSATION**

**2.36.010 Wages and salary.**

The city council may determine by resolution the wages and/or salary to be paid to city employees.

**2.36.100 Base rate pay for volunteer firemen--Funds available for department compensation.**

(a) The volunteer members shall be reimbursed on a point system at the rate of six dollars (\$6.00) per point. The following table sets forth the method of accumulation of points. The volunteer members shall be paid on a monthly basis.

Certifications.

Volunteer fire officer (Lieutenant)--Four points per month.

Emergency medical technician--Four points per month.

Apparatus operator--Four points per month.

Training/Drills.

Training session or drills--Two points per training session/drill.

Emergency Alarms.

Emergency fire/EMS alarms--Two hours or less--Two points per alarm.

Emergency fire/EMS alarms--over two hours--One point for each hour.

Duty Shift.

On duty shift at the fire station including drill/alarms will accumulate eight points per shift, inclusive of drill and alarms.

**2.36.120 Longevity plan for full-time, non-union employees.** <sup>13</sup>

Effective January 1, 1992, full-time, non-union city employees shall be paid longevity based on the following scale:

- (a) After 5 years 1.5%
- (b) After 10 years 3.0%
- (c) After 15 years 4.5%
- (d) After 20 years 6.0%

**Chapter 2.40, LOCAL IMPROVEMENT BONDS**

**2.40.010 Form.**

All local improvement district bonds issued in pursuance of the provisions of the ordinances of the town creating and establishing local improvement districts shall be in substantially the following form:

State of Washington  
County of Yakima  
**Town City** of Union Gap

District No. \_\_\_\_\_

LOCAL IMPROVEMENT BOND

N.B. The laws of the State of Washington under which this bond is issued contain the following section:

Neither the holder nor owner of any bond, interest coupon, or warrant issued against a local improvement fund shall have any claim therefor against the city or town by which it is issued, except for payment from the special assessments made for the improvement for which the bond or warrant was issued and except also for payment from the local improvement guaranty fund of the city or town as to bonds issued after the creation of a local improvement guaranty fund of that city or town. The city or town shall not be liable to the holder or owner of any bond, interest coupon, or warrant for any loss to the local improvement guaranty fund occurring in

the lawful operation thereof. A copy of the foregoing part of this section shall be plainly written, printed or engraved on each bond.

The **town city** of Union Gap, a municipal corporation of the State of Washington, hereby promises to pay to bearer, \_\_\_\_\_ lawful money of the United States, with interest thereon at the rate of \_\_\_\_\_ percent per annum, payable annually out of the fund established by Ordinance No. \_\_\_\_\_, of said **Town City** and known as "Local Improvement Fund, District No. \_\_\_\_\_," and not otherwise, both principal and interest payable at the office of the **Town City Clerk / Treasurer** of said **Town City**. A coupon is hereto attached for each installment of interest to accrue hereon and said interest shall be paid only on presentation and surrender of such coupons to the **Town City Clerk / Treasurer**.

The **Town City** Council of said **town city**, as the agent of said Local Improvement District No. \_\_\_\_\_, established by Ordinance No. \_\_\_\_\_, has caused this bond to be issued in the name of said **town city** as the bond of said district, and this bond, or the proceeds thereof, to be applied in part payment of so much of the cost and expense of the improvement made in said district under said Ordinance No. \_\_\_\_\_ as is levied and assessed against the property included in said Local Improvement District and benefited by said improvements, and said "Local Improvement Fund, District No. \_\_\_\_\_" has been established by ordinance for said purpose, and the holder of this bond shall look to said fund, and to the said "Local Improvement Guaranty Fund," and not otherwise, for the payment of the principal and interest of this bond. The bondholders' remedy, in case of non-payment, shall be confined to the enforcement of the special assessments made for the improvement and to the guaranty fund.

This bond is one of a series of \_\_\_\_\_ bonds aggregating in all the principal sum of \_\_\_\_\_ Dollars, issued for said Local Improvement District, all of which bonds are subject to the same terms and conditions as herein expressed. This bond is payable on or before the \_\_\_\_\_ day of \_\_\_\_\_, **19-20**, but is subject to call by the **Town City Clerk / Treasurer** for prior redemption on any interest date, and when such call is made this bond will be paid on the day the next interest coupon thereon shall become due after said call and upon said day interest upon this bond shall cease and each and every coupon representing interest not accrued upon said day shall be void.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the levying of said special taxes or assessments and the issuing of said bonds have been properly done, happened and performed in regular due form, as required by law, and that said bonds have not been issued in amount in excess of the cost of said improvement.

IN WITNESS WHEREOF, the **Town City** of Union Gap has caused these presents to be signed by its Mayor and attested by its **Town City Clerk / Treasurer** and sealed with its corporate seal this \_\_\_\_\_ day of \_\_\_\_\_, in the Year of Our Lord **One Two** Thousand **Nine Hundred** and \_\_\_\_\_.

THE **TOWN CITY** OF UNION GAP

Attest \_\_\_\_\_ By \_\_\_\_\_  
**Town City Clerk / Treasurer** Mayor

There shall be attached to each bond such number of coupons, not exceeding twelve, as shall be required to represent the interest thereon payable annually, for the term of said bonds, which coupons shall be in substantially the following form:

No. \_\_\_\_\_ INTEREST  
COUPON; \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, THE **TOWN CITY** OF UNION GAP promises to pay to the bearer, at the office of the **Finance Director City Clerk / Treasurer** \_\_\_\_\_ DOLLARS, being one year's interest due that day on Bond No. \_\_\_\_\_ of the bonds of "Local Improvement Fund, District No. \_\_\_\_\_, and not otherwise; provided that this coupon is subject to all the terms and conditions contained in the bond to which it is annexed.

THE **TOWN CITY** OF UNION GAP

Attest: \_\_\_\_\_ Mayor of the **Town City** of  
Union Gap, Wash.

**Town City Clerk / Treasurer** of the **Town City**  
of Union Gap, Washington.

**Chapter 2.44, BONDS**

**2.44.010 Blanket bond.**

The city shall purchase a blanket bond to cover all city officers and employees in an amount to be established from time to time by ordinance.

**2.44.015 Faithful performance of duty bond.**

~~For 1991, and until modified by further ordinance of the council, a~~All officers and employees of the city shall be covered by "faithful performance of duty" bond in the sum of two hundred fifty thousand dollars per loss and "forgery" for one hundred thousand dollars per occurrence.

**2.44.020 Approval.**

The bonds must be approved by the town council and must be conditioned for the faithful performance of the duties of the respective officers.

**2.44.030 Filing.**

All such bonds when approved shall be filed with the ~~town city~~ clerk / ~~treasurer~~, except the bond of the ~~city town~~ clerk / ~~treasurer~~, which shall be filed with the ~~mayor~~ City Manager.

#### Chapter 2.48, CITY ADMINISTRATOR MANAGER

##### 2.48.010 Position created.

~~There is created the office of city administrator manager, which office shall be filled by appointment of the mayor, subject to confirmation by a majority of the entire city council. The city administrator shall be subject to removal by the mayor, subject to concurrence by a majority of the entire city council. The terms of employment of the city administrator may be specified by a contract executed by the mayor with the approval of a majority of the entire city council. No provisions of the contract may be contrary to the requirements of state law or city ordinance. and consistent with statute, RCW 35A.13.010, the city council shall appoint a person whose title shall be "city manager" who shall be the chief executive officer and head of the administrative branch of city government. The city manager shall be responsible to the council for the proper administration of all affairs of the city.~~

##### 2.48.020 Scope of authority.

~~The city administrator shall be the administrative and liaison officer for the city under the direction and authority of the mayor.~~

##### 2.48.030 Qualifications.

~~The city council shall, by resolution, set the minimum qualifications that an individual must meet before that individual may be considered for appointment to the position of city administrator city manager will have the qualifications as specified by statute, RCW 35A.13.050, as follows:~~

##### City manager — Qualifications.

The city manager need not be a resident at the time of his or her appointment, but shall reside in the code city after his or her appointment unless such residence is waived by the council. He or she shall be chosen by the council solely on the basis of his or her executive and administrative qualifications with special reference to his or her actual experience in, or his or her knowledge of, accepted practice in respect to the duties of his or her office. No person elected to membership on the council shall be eligible for appointment as city manager until one year has elapsed following the expiration of the term for which he or she was elected.

2.48.040 Duties and powers.

The city ~~administrator~~ manager shall have ~~the following specific duties, powers and responsibilities, in addition to others provided by this chapter or otherwise:~~

~~(a) Under the direction and authority of the mayor, supervise, administer and coordinate the activities of the various city offices, departments, commissions and boards in carrying out the ordinances and policies of the council; and administer and supervise the carrying out of the decisions, regulations and policies of the various city departments, commissions and boards;~~

~~(b) Report to the mayor and council concerning the status of all assignments, duties and functions of the various city offices, departments, commissions and boards; (c) In cooperation with the city treasurer, keep the mayor and council advised of the financial condition of the city and its future needs, and assist in the preparation and submission of a preliminary budget to the mayor and council;~~

~~(d) Serve as personnel officer for the city, including, without necessary limitation, the hiring and discharging, subject to the approval of the mayor, of all city employees, except those employees and officers required by law to be appointed by the mayor;~~

~~(e) Supervise all purchasing by the various city offices, departments, commissions and boards;~~

~~(f) Supervise all expenditures by the various city offices, departments, commissions and boards, for the purpose of keeping the same within the limitations of the annual budget of the city;~~

~~(g) Assist the mayor and council in conducting the city's business in all matters and perform other duties as the mayor and council may direct;~~

~~(h) Attend all meetings of the city council and such other meetings as may be suggested by the mayor; and~~

~~(i) Recommend for adoption by the mayor and council measures the city administrator may believe necessary. all powers and duties provided under statute, RCW 35A.13.080, as follows:~~

City manager — Powers and duties.

The powers and duties of the city manager shall be:

(1) To have general supervision over the administrative affairs of the code city;

(2) To appoint and remove at any time all department heads, officers, and employees of the code city, except members of the council, and subject to the provisions of any applicable law, rule, or regulation relating to civil service: PROVIDED, That the council may provide for the appointment by the mayor, subject to confirmation by the council, of a city planning commission, and other advisory citizens' committees, commissions, and boards advisory to the city council: PROVIDED FURTHER, That if the municipal judge of the code city is appointed, such appointment shall be made by the city manager subject to confirmation by the council, for a four year term. The council may cause an audit to be made of any department or office of the code city government and may select the persons to make it, without the advice or consent of the city manager;

(3) To attend all meetings of the council at which his or her attendance may be required by that body;

(4) To see that all laws and ordinances are faithfully executed, subject to the authority which the council may grant the mayor to maintain law and order in times of emergency;

(5) To recommend for adoption by the council such measures as he or she may deem necessary or expedient;

(6) To prepare and submit to the council such reports as may be required by that body or as he or she may deem it advisable to submit;

(7) To keep the council fully advised of the financial condition of the code city and its future needs;

(8) To prepare and submit to the council a proposed budget for the fiscal year, as required by chapter 35A.33 RCW, and to be responsible for its administration upon adoption;

(9) To perform such other duties as the council may determine by ordinance or resolution.

#### 2.48.050 Salary.

The salary of the city ~~administrator~~ manager shall be that as established in the annual budget of the city or in the budget as may be amended from time to time.



## Chapter 2.49, MAYOR PRO TEM / DEPUTY MAYOR

### 2.49.005 - Mayor Pro Tem / Deputy Mayor

The Mayor Pro Tem for the City of Union Gap shall be referred to as the Deputy Mayor.

#### 2.49.010 – Election / Authority.

~~In the event of a local, state, or national emergency requiring immediate action(s) by the mayor and the mayor is unavailable or unable by reason of illness, proximity, or other reasons, to take such necessary action(s), then the mayor pro tem is authorized to take actions which he or she in good faith believes necessary and which the mayor would have been authorized to take had the mayor been able or available. The authority granted to the mayor pro tem shall cease as soon as the mayor becomes able or available. Consistent with state law applicable to Council Manager forms of government, in particular RCW 35A.13.035, biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor. In the event of the extended excused absence or disability of a councilmember, the remaining members by majority vote may appoint a councilmember pro tempore to serve during the absence or disability.~~

#### ~~2.49.020 – Election.~~

~~During its first meeting of the calendar year, the council shall elect one of its members to serve as mayor pro tem.~~

## Chapter 2.50, CITY ATTORNEY

### 2.50.010 City Attorney.

There is created the position of **full-time** city attorney for the city of Union Gap. **Consistent with RCW 35A.13.090, pursuant to the recommendation of the city manager, the council shall make provision for obtaining legal counsel for the city, either by appointment of a city attorney on a full time or part time basis, or by any reasonable contractual arrangement for such professional services.**

## Chapter 2.52, STATE ENVIRONMENTAL POLICY ACT GUIDELINES

[NO RECOMMENDED CHANGES AT THIS TIME]

## **Chapter 2.56, CITY CLERK/FINANCE DIRECTOR**

### **2.56.010 City clerk.**

The position of "city clerk/finance director" is changed to the position of "city clerk." The city clerk shall coordinate, prepare and maintain the records and files of the city.

### **2.56.020 Finance director.**

(a) General Purpose of Finance Director. Responsible for safeguarding the city's financial assets and resources. Under the direction of the mayor and city administrator, finance director plans, implements, and directs the programs and activities of the city's finance department, including general accounting, billing, revenue collection and disbursement, purchasing, payroll, budget development and administration, financial reporting, investment management, risk management, records management, and the investment activities of the city. He or she oversees the management and budget of the information systems division. The director develops, administers, and evaluates the finance department goals and objectives, programs, and procedures in accordance with the overall policies established by the mayor, city council, city administrator, and state and federal laws and regulations.

(b) Classification Summary, Illustrative Examples of Essential Duties and Responsibilities.

(1) The finance director performs administrative, managerial, and supervisory work as director of the finance department. This is a "hands-on" position. The finance director is expected to actively participate in the planning and preparation of the city's annual operating budget; makes revenue estimates; compiles expenditure requests from all city departments, and balances the preliminary budget. Researches, compiles, and analyzes financial data in order to assist city administration in long and short-range financial planning and economic development. He or she develops and implements financial policies, procedures, and controls that conform to generally accepted accounting principles (GAAP) and the government accounting standards board (GASB). Administers the city's accounting and computerized reporting systems; prepares budget amendments; and is responsible for the preparation of the city's annual financial report. Assists the accounting deputy treasurer and accounting staff in completing day-to-day operations as needed.

(2) The director assists in Annual State Audit. Attends city council meetings and ensures maintenance of financial records per federal, state, and local requirements. Administers the city's loss control program, determines type and level of insurance coverage, assists in the resolution or settlement of insurance coverage, and assists in the resolution or settlement of insurance claims against the city. Audits the city's expenditures to assure compliance with all federal, state, and local requirements. The director is a member of the city's executive management team.

(3) The finance director plans, performs, assigns, directs, and evaluates the activities of department employees; develops and implements policies, procedures, and internal controls for the effective functioning of the department in accordance with governmental accounting practices and procedures; provides "hands-on" assistance to other members of the department in the completion of day-to-day work activities as needed.

(4) The director recommends investment policies and procedures and is responsible for cash management and investments; reviews and approves daily investment program; serves as auditing officer and city treasurer.

(5) The director prepares revenue estimates for the forthcoming year and compiles expenditure requests from departments; separates and balances revenues and expenditure requests by funds and interacts with department directors to balance the budget consistent with city council adopted goals and objectives; analyses revenues and expenditures and alerts the mayor and city administrator of major potential problems and recommends solutions to the problems.

(6) The finance director is responsible for the preparation of the city's comprehensive annual financial report; participates in the annual audit; prepares and presents quarterly financial reports with recommendations; prepares and presents monthly financial status reports to management and to the council; prepares special reports and rate analyses and recommendations as required.

(7) The director provides management and budgetary supervision for the information systems division, who plans and participates in the selection, acquisition, installation, and operation of the citywide area network and related hardware and software.

(8) The finance director directs the maintenance of the computerized accounting system according to state BARS and GASB requirements; ensures proper controls and accountability for all accounts and funds; establishes proper and efficient routing and control of documents, data, and forms. He or she attends city council meetings to receive and provide information as appropriate.

(9) The director prepares long-range financial forecasts for planning purposes; interprets changes in laws impacting city finances; provides sound financial advice to city officials.

(10) As the city's risk manager, the finance director establishes and monitors appropriate loss control programs and training; purchases and administers all insurance programs; coordinates the investigation and settlement of damage claims against the city.

(11) The director attends work on a regular and dependable basis.

(12) The finance director interacts in a professional and respectful manner with city staff, mayor, council and the public.

(c) Other Job Functions. The finance director performs other tasks as assigned.

(d) Minimum Qualifications. Associates degree from an accredited college or university in financial management, accounting, business, or public administration required; bachelor's degree or master's degree in accounting, business, public administration or related field preferred; five years of progressively responsible management level experience in public sector accounting, preferably municipal government accounting; two years of experience in computerized accounting and financial software. Experience should include governmental budgeting, auditing, financial reporting, purchasing, billing, revenue collection and investment management.

(e) Selection Factors. Applicants should describe their previous experience and training for each of the following selection factors. These factors will be the basis for selecting the most qualified applicants to be interviewed. Candidates selected for employment must satisfactorily demonstrate possession of these factors during a prescribed probationary period, and afterwards, for continued employment.

(1) Knowledge of:

(A) The theory and practice of modern governmental accounting, auditing, reporting, and financial management;

(B) The current literature, trends, and developments relating to governmental accounting or financial management;

(C) Computerized accounting and reporting systems; internal financial control practices and procedures;

(D) Cost and revenue analysis;

(E) Management and supervisory practices and procedures, including management by objectives;

(F) Risk management fundamentals;

(G) Personnel management and labor relations;

(H) Principles and practices of management and supervision;

(I) Desktop-based database and spreadsheet programs.

(2) Ability to:

(A) Plan, organize, direct, and coordinate the work of subordinate supervisors and employees;

(B) Develop and implement long and short-term plans and goals for a finance department;

(C) Develop and implement modern auditing and accounting methods, procedures, and records;

(D) Prepare and analyze financial reports and statements;

(E) Establish and maintain effective working relationships with subordinates, other department heads, the city council, the city administrator and the general public;

(F) Provide quality services in a cost-effective manner and to recommend improved methods of performing the work;

(G) Physically perform the essential functions of the job;

(H) Possession of a valid driver's license and safe driving record.

(f) Selection Process. Publication of the finance director job opening is required within the local community, surrounding region, and through widely distributed municipal job search sites and publications. The announcements are to include a clear description of the qualifications necessary for the purpose of selecting the most qualified individual.

(g) Tools and Equipment Used. Personal computer, including word processing, database and spreadsheet program; and ten (10) key calculator, telephone, copy machine, and fax machine.

(h) Work Environment. The work environment characteristics described in this chapter 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. Work is performed primarily in an office environment while sitting at a desk or computer terminal for extended periods of time. However, some travel to a variety of locations to perform work and/or attend meetings is required. Sufficient powers of observation are required to analyze and review financial and statistical records and to observe the work of subordinate employees. Physical exertion may be required to lift office supplies.

The duties listed in this chapter 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 position.

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

(i) FLSA Class and Compensation. Exempt. Annual compensation range is between forty-eight thousand dollars (\$48,000.00) and fifty-five thousand dollars (\$55,000.00), together with the city's standard benefit package.

## **Chapter 2.58, PUBLIC WORKS DIRECTOR**

### **2.58.010 Public works director.**

The head of the public works department, formerly known as "public works superintendent," shall hereafter be known as "public works director." All references in this code to "public works superintendent" shall mean "public works director."

## **Chapter 2.59, WORKING FOREMAN OF PARKS OPERATIONS**

### **2.59.010 Working foreman of parks operations.**

The position of working foreman of parks operations is created.

### **2.59.020 Position.**

Purpose of Position. The working foreman of parks operations provides responsible and complex administration support to the public works director; assists in supervisory/lead duties and performs job planning activities; responds to citizen or business inquiries and represents public works services; perform city park duties; operates equipment needed for operations, maintenance and repair jobs associated with city parks and facilities; and performs all other duties as may be required by the public works director. The working foreman of parks operations position is an operational classification with union representation and is distinguished from a management level classification by the higher level decisions made at the management level.

## **Chapter 2.60, FIRE CHIEF**

### **2.60.010 Office created--Appointment and removal.**

There is created the office of fire chief / **public safety director**, which office shall be filled by appointment by the **mayor City Manager with confirmation by the city council.** ~~The fire chief shall be subject to removal by the mayor city with concurrence of a majority of the council and shall serve at the pleasure of the mayor and council.~~

### **2.60.020 Duties.**

The fire chief / **public safety director** shall have the following specific duties, powers, and responsibilities:

(a) Under the direction of and authority of the ~~mayor and city administrator~~ **City Manager** he or she shall supervise, administer, and coordinate the activities of the city fire department and shall carry out the ordinances, fire codes, building codes, and policies of the council of the city.

(b) The chief / **public safety director** shall regularly report to the ~~mayor~~ **City Manager** and council concerning the status of the city fire department.

(b) The chief / **public safety director** shall prepare and submit a preliminary budget for the fire department to the city clerk/treasurer each year.

#### **2.60.030 Qualifications.**

The fire chief / **public safety director** need not reside within the city limits; however, the fire chief / **public safety director** must establish residence in such a location that they can physically respond to city emergency calls within twenty (20) minutes from the residence. The fire chief / **public safety director** shall be appointed by the ~~mayor~~ **City Manager**, solely on the basis of their education, experience and ability with special reference to their education, and actual experience in fire prevention and general administration of the fire department.

#### **2.60.040 Salary.**

The fire chief's / **public safety director's** ~~salary shall be negotiated annually as of January 1st of each year. shall be that as established in the annual budget of the city or in the budget as may be amended from time to time.~~

### ~~Chapter 2.61, DEPUTY FIRE CHIEF~~

#### ~~2.61.010 Position created--Appointment.~~

~~There is created the position of deputy fire chief and which position shall be filled by the appointment by the mayor and which duties shall be performed under the direction of the fire chief.~~

### **Chapter 2.62, FIREFIGHTER**

#### **2.62.010 Firefighter I--Position established.**

There is established the position of Firefighter I.

#### **2.62.020 Firefighter I--Duties.**

The Firefighter I shall perform the following duties: fire suppression; emergency medical aid (requires EMT certification within one year); fire and life safety code

enforcement; vehicle, equipment, and facilities maintenance; fire prevention and public education; training prefire planning; assistance in daily office duties, i.e., answering phone, issuing burn permits, inquiries, other records and reporting as required. The Firefighter I may be assigned other duties as needed by the fire chief / **public safety director**. The Firefighter I will be required to participate in evening, weekly drills with volunteers.

#### **2.62.030 Firefighter I--Compensation.**

Because the Firefighter I will necessarily be used in emergency situations, the salary is based on a monthly rate and not hourly.

### **Chapter 2.64, HAZARDOUS MATERIALS INCIDENT COMMAND AGENCY**

#### **2.64.010 Designated.**

The governing body of the city designates the Washington State Patrol as the hazardous materials incident command agency for all hazardous materials incidents within the corporate limits of the city.

### **Chapter 2.68, DEVELOPMENT COORDINATOR**

#### **2.68.010 Office created--Appointment.**

There is created the office of development coordinator, which office shall be filled by appointment by the **mayor City Manager**. The development coordinator shall serve at the pleasure of the ~~city administrator and mayor~~ **City Manager** and will be immediately responsible to the city administrator.

#### **2.68.020 Duties.**

The development coordinator shall have the following specific duties, powers and responsibilities:

(a) Under the direction of and authority of the city administrator he shall perform extensive research, data analysis and graphic compilation for short-term and long-range planning projects. He shall utilize management techniques such as time lines, flow charts, PERT and critical path techniques to accomplish assignments. He shall interpret and prepare data for planning studies, reports and recommendations pertaining to land use control and environmental impact studies. He shall develop and implement policies to accomplish planning studies, review zoning ordinances and evaluate related programs. He shall inspect residential and commercial buildings in the process of construction, alteration or repair. He shall enforce related plumbing and mechanical codes. He shall perform any other duties as assigned by the ~~city administrator~~ **City Manager**;



(b) He shall regularly report to the ~~city administrator~~ **City Manager** concerning the status of various projects;

(c) He shall prepare and submit a preliminary budget for the protective inspection and planning departments to the ~~clerk/finance director~~ **city clerk/ treasurer** each year.

**2.68.030 Qualifications.**

The development coordinator shall be appointed by the ~~mayer~~ **City Manager** solely on the basis of his education, experience and ability with special reference to his education and actual experience in building and planning.

**2.68.040 Salary.**

The person appointed to the position of development coordinator will serve a six-month probationary period. Salary for this ~~position will be negotiated January 1st of each year.~~ **shall be that as established in the annual budget of the city or in the budget as may be amended from time to time.**

**Chapter 2.72, CLAIMS FOR DAMAGES\***

**2.72.010 Claims for damages.**

All claims for damages against the city shall be presented to and filed with the city council within the applicable period of limitations within which an action must be commenced. No ordinance or resolution shall be passed allowing such claim or any part thereof, or appropriating any money or other property to pay or satisfy the same or any part thereof, until the claim has first been referred to the proper department or committee, nor until such department or committee has made its report to the council thereon pursuant to such reference. **All claims for damages must be presented on the standard tort claim form that is maintained by the city clerk / treasurers office. The standard tort claim form must, at a minimum, require the following information:**

**(a) Information required:**

**(i) The claimant's name, date of birth, and contact information;**

**(ii) A description of the conduct and the circumstances that brought about the injury or damage;**

**(iii) A description of the injury or damage;**

**(iv) A statement of the time and place that the injury or damage occurred;**

**(v) A listing of the names of all persons involved and contact information, if known;**

**(vi) A statement of the amount of damages claimed; and**

**(vii) A statement of the actual residence of the claimant at the time of presenting the claim and at the time the claim arose.**

**(b) The standard tort claim form must be signed either:**

**(i) By the claimant, verifying the claim;**

**(ii) Pursuant to a written power of attorney, by the attorney in fact for the claimant;**

**(iii) By an attorney admitted to practice in Washington state on the claimant's behalf; or**

**(iv) By a court-approved guardian or guardian ad litem on behalf of the claimant.”**

~~All claims for damages arising out of tortious conduct must locate and describe the conduct and circumstances which brought about the injury or damage, describe the injury or damage, state the time and place the injury or damage occurred, state the names of all persons involved, if known, and shall contain the amount of damages claimed, together with a statement of the actual residence of the claimant at the time of presenting and filing the claim and for a period of six months immediately prior to the time the claim arose. If the claimant is incapacitated from verifying, presenting and filing the claim in the time prescribed or if the claimant is a minor, or is a nonresident of the state absent therefrom during the time within which the claim is required to be filed, the claim may be verified, presented and filed on behalf of the claimant by any relative, attorney or agent representing the claimant.~~ No action shall be commenced against the city for damages arising out of tortious conduct until sixty days has elapsed after the claim has first been presented to and filed with the city council.

Chapter 2.76, PROBATION DEPARTMENT

2.76.010 Created.

~~There is created a probation department for the city. The probation department shall supervise persons granted probation by the municipal court. The department shall enforce those conditions set forth by the municipal judge.~~

2.76.020 Fee.

~~Persons granted probation shall pay a monthly fee of fifty five dollars (\$55.00) unless such fee is waived or reduced by the probation officer subject to approval by the municipal court judge.~~

#### ~~2.76.030 Probation officers--Staff--Appointment.~~

~~The mayor shall appoint one or more probation officers. In addition, the mayor shall appoint such additional support staff as may be necessary for the efficient functioning of the department.~~

#### ~~2.76.040 Probation officers--Staff--Salaries.~~

~~Salaries of the probation officers and staff shall be fixed by ordinance. All employees of the probation department shall be deemed employees of the city, and shall be appointed by and serve at the pleasure of the mayor.~~

#### ~~2.76.050 Probation officers--Power.~~

~~Probation officers shall have the power to arrest persons in violation of the terms of probation.~~

#### ~~2.76.060 Probation department account established.~~

~~The treasurer shall establish a new account to be known as the probation department account. All monthly fees paid into the probation department shall be recorded under said account and shall go to the general fund.~~

## **Chapter 2.80, AUTHORIZED TRAVEL**

### **2.80.010 City administrator authorized to issue charge cards.**

The ~~city administrator~~ **City Manager** may issue charge cards to employees and officers for the purposes of covering expenses incident to authorized travel and other authorized purchases. For purposes of this chapter, authorized travel shall include travel both within and outside the city of Union Gap. The issuance and use of any such charge card shall comply with RCW 42.24.115 and with Chapter 30 of Washington Laws 1995 as now exist or as may be amended.

### **2.80.020 Mileage reimbursement.**

(a) City Employees. All travel away from the city must be approved in advance by the ~~mayor or city administrator~~ **City Manager**. The use of a city vehicle rather than a personal car is encouraged, if one is available. If transportation is provided by the city, but the employee chooses to use their own vehicle, no reimbursement for mileage will be made. To encourage ride sharing, when two or more persons from the city attend the same meeting or function, transportation shall be planned to avoid needless duplication of vehicles. If a city employee is

approved to use a personal vehicle for official travel, the employee shall be reimbursed at the current mileage rate as established by the U.S. Internal Revenue Service upon presentation of a duly certified claim voucher showing the actual mileage traveled and the dates of travel.

(b) City Council Members. City council members are encouraged to use city vehicles for travel while on official city business. It is recognized, however, that city council members require flexibility in determining whether to use a city vehicle or whether to use the council member's own personal vehicles for travel. If a city council member uses his or her personal vehicle for official travel, the council member shall be reimbursed at the current rate as established by the U.S. Internal Revenue Service upon presentation of a duly certified claim voucher showing the actual mileage traveled while on official city business and the dates of travel.

## **Chapter 2.84, CODE ENFORCEMENT OFFICER**

### **2.84.010 Position created.**

There is hereby created the position of code enforcement officer, which may be either a single full-time or part-time position or may be any combination of full-time and part-time employees. The position will be within the city's building and planning department and shall be supervised by and under the direction of the ~~city's development coordinator and mayor.~~ **Public Works and Community Development Director and City Manager.**

### **2.84.020 Authority/job description.**

The code enforcement officer's authority shall include the following:

- (1) Periodically patrols or inspects an assigned area to monitor for violations of municipal codes;
- (2) Responds to complaints of potential code violations relating to signing, building occupancy, nuisances, housing conditions, construction, dumping, recycling, clearing, grading, filling, polluting, or other code-related matters;
- (3) Conducts field investigations of potential violations; gathers evidence; questions or interrogates complainants, witnesses and suspects; compares facts to code requirements; makes findings; and issues warnings, correction notices, or citations;
- (4) Meets with owners, tenants, contractors, developers, businesses, etc., to review and explain code requirements and violations or potential violations; secures code compliance;
- (5) Drafts and distributes a variety of correspondence, memoranda, notices and reports relating to code enforcement issues and actions;

- (6) Provides information to persons who request information or assistance in code enforcement related matters;
- (7) Maintains a variety of logs and records related to inspection and enforcement activities; prepares recommendations for amendments and additions to codes or regulations which relate to the position;
- (8) Coordinates efforts with the police, planning, building and related departments, the city/prosecuting attorney, and other staff or agencies, as needed;
- (9) Works with police and prosecutors to obtain written or tape-recorded statements, depositions or admissions, as needed;
- (10) Reviews cases being prepared for trial with emphasis on the evidentiary and legal issues crucial to successful prosecution. Prepares detailed reports of activities and investigations made; consults with prosecutors and prepares case reports for court action; testifies in court;
- (11) Assists in obtaining, enhancing, preparing or presenting exhibits or other evidence in court as required;
- (12) Enforces building-related codes, International Building Code, International Housing Code, International Abatement of Dangerous Building Code, or any other such code adopted by the City of Union Gap, and municipal codes such as sprinkling, nuisance, clearing, grading, filling and zoning, etc. Issues correction notices, citations and stop orders for noncompliance and failure to have a building permit;
- (13) Performs on-site inspections of footings, foundations, framing, plumbing, mechanical systems, etc.;
- (14) Examines general framing and structure of buildings to insure that corners are tied in place, that trusses are tied down and set at proper distances, that floor joists are set at right distances and proper spans, and that bridging is put up and in place, and that the general quality and grade of lumber used in construction is standard, etc.;
- (15) Maintains records of building and inspection activity, and completes related reports. Issues certificates and permits as appropriate under the direction of the building official;
- (16) Such other duties as determined and assigned by the development coordinator and mayor, **Public Work and Community Development Director and City Manager.**

## **Chapter 2.88, EMERGENCY MANAGEMENT**

### **2.88.010 Comprehensive emergency management plan.**

(a) The comprehensive emergency management plan is published under the authority of the following local state regulations: Agreement for Yakima Office of Emergency Management, April 3, 1984; Revised Code of Washington (RCW 38.52); Washington Administration Code (WAC) Title 118.

(b) The city's comprehensive emergency management plan, including the National Incident Management System, which deals with coordination and reporting emergencies, are both hereby adopted by reference, including subsequent amendment by controlling authorities. The comprehensive emergency management plan and NIMS, together, provide a basis for coordinating emergency operations throughout every level of government and private industry within the city.

#### **2.88.020 Line of succession.**

(a) Line of Succession of Elected Officials for Appointment as Acting Mayor. The line of succession for elected officials is as follows:

Mayor;

Mayor pro-tem / **deputy mayor**;

Councilmembers by seniority unless advocated in writing or by unavailability for any reason;

Senior or seniority shall mean number of years served on the city council. In the event of exact seniority by two or more members, the members shall mutually determine who shall act as mayor. In the event that a consensus cannot be rapidly determined, there shall be a coin flip.

(b) Staff Official Appointed Acting Mayor. In the event that the entire council is unavailable, too injured, or is deceased, the line of succession is as follows:

City **administrator** Manager;

Fire chief / **Public Safety Director**;

Police chief / **Public Safety Director**;

Public works **and community development** director.

(c) Powers and Duties of the Acting Mayor. Every provision of law in relation to the powers and duties of the mayor, and in relation to acts and duties to be performed by other towards him or her extends to the person performing for the time being the duties of mayor.

(d) Reconstitution of ~~Town~~ **City** Government. Immediately upon the conclusion of the emergency/disaster event, all council positions will be filled according to law.

#### **2.88.030 State of emergency--Powers of the mayor pursuant to a proclamation.**

(a) The mayor may, after finding that a public disorder, disaster, emergency or riot exists within the city of Union Gap or any part thereof which affects life, health, property, or public peace, proclaim a state of emergency.

(b) The mayor, after proclaiming a state of emergency and prior to terminating such, may, in the area described by the proclamation, issue an order prohibiting:

(1) Any person being on the public streets, or in the public parks, or at any other public place during the hours declared by the mayor to be a period of curfew;

(2) Any number of persons, as designed by the mayor, from assembling or gathering on the public streets, parks, or other open areas of the city, either public or private;

(3) The manufacture, transfer, use, possession or transportation of a molotov cocktail or any other device, instrument or object designed to explode or produce unconfined combustion;

(4) The transporting, possession or use of gasoline, kerosene, or combustible, flammable, or explosive liquids or materials in a glass or uncapped container of any kind, except in connection with normal operation of motor vehicles, normal home use or legitimate commercial use;

(5) The sale, purchase or dispensing of alcoholic beverages;

(6) The sale, purchase or dispensing of other commodities or goods, as he reasonably believes should be prohibited or controlled to help preserve and maintain life, health, property or the public peace;

(7) The use of certain streets, highways or public ways by the public; and

(8) Such other activities as she or he reasonably believes should be prohibited to help preserve and maintain life, health, property or the public peace.

(c) In imposing the restrictions provided for in this ordinance, the mayor imposes them for such times, upon such conditions, with such exceptions and in such areas of the city she or he from time to time deems necessary.

(d) Any person willfully violating any provision of an order issued by the mayor under this section shall be guilty of a gross misdemeanor.

**2.88.040 State of emergency--Disorderly conduct after emergency proclaimed--  
Penalty.**

After the proclamation of a state of emergency every person who:

(a) Willfully causes public inconvenience, annoyance, or alarm, or recklessly creates a risk thereof, by: Engaging in fighting or in violent, tumultuous or threatening behavior; Making an unreasonable noise or an offensively coarse utterance, gesture, or display, or addressing abusive language to any person present; Dispersing any lawful procession or meeting of persons, not being a peace officer of

this state and without lawful authority; Creating a hazardous or physically offensive condition which serves no legitimate purpose; or

(b) Engages with at least one other person in a course of conduct, as defined in subsection A of this section, which is likely to cause substantial harm or serious inconvenience, annoyance, or alarm, and refuses or knowingly fails to obey an order to disperse made by a peace officer, shall be guilty of disorderly conduct and be punished by imprisonment for not more than one year or fined not more than **one five** thousand dollars (~~\$1,5~~000.00) or by both fine and imprisonment.

**2.88.050 State of emergency--Refusing to leave public way or property when ordered--Penalty.**

Any person upon any public way or any public property, within the area described in the state of emergency, who is directed by a public official or peace officer to leave the public way or public property and refuses to do so, shall be guilty of a misdemeanor.

**Chapter 2.110,  
PUBLIC CORPORATIONS**

**[Not addressed at this time. I believe the entire chapter should be deleted since Union Gap is not a charter city and is operating as a non-charter municipal code city pursuant to state law]**



**CONSENT**

**AGENDA**

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
*Union Gap, Washington*  
*June 23, 2014*  
**MINUTES**

Call to Order

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

Council Members Present

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

Staff Present

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

Audience Present

See list.

Pledge of Allegiance

Ray Kemp led the Pledge of Allegiance.

Consent Agenda

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

Approve Regular Council Meeting Minutes dated June 9, 2014 as attached to the Agenda and maintained in electronic format.

Approve EFT's and Claim Voucher Nos. 88021 through 88100 in the amount of \$603,894.89 dated June 23, 2014.

Excused absent member

Motion by Council Member Lenz second by Council Member Carney to excuse Mayor Wentz. Motion carried unanimously.

Items from the Audience

There were none.

Public Hearing

Six-Year Transportation Improvement Program Amendment

Public Works/Community Development Director Henne explained the need to amend the Six-Year Transportation Improvement Plan. John Hodkinson addressed the council and questioned why the amendment does not include utility improvements. Henne stated that utility improvements cannot be included in a street improvement grant request but that it is important to coordinate street projects with utility work. Deputy Mayor Matson closed the public hearing at 6:31 p.m.

General Items

City Manager

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – June 23, 2014*

- 2014 Old Town Days                      Ag Museum President Nick Schultz reported that the 2014 Old Town Days was very successful. He stated the attendance was the highest of the 14 years he has been involved and thanked the Council and staff for their help.
- Received Union Gap Lions Club Skatepark Donation                      Union Gap Lions Club President Patsy Roy presented a \$100 donation for the skatepark from the Union Gap Lions Club.
- Adopt-A-Park Program                      Motion by Deputy Mayor Matson second by Council member Murr to approve the Union Gap Adopt-A-Park Program. Motion carried unanimously.
- Public Works/Community Development
- Resolution No. 14-30 – Stormwater Interlocal Agreement                      Motion by Council Member Olson second by Council Member Murr to adopt Resolution No. 14-30 approving Stormwater Interlocal Agreement with Yakima County, Selah, and Sunnyside. Motion carried unanimously.
- Resolution No. 14-31 – Huibregtse, Louman Associates, Inc. Civic Campus Study Services                      Motion by Council Member Olson second by Council Member Lenz to adopt Resolution No. 14-29 approving Huibregtse, Louman Associates, Inc. task order to perform a Civic Campus study. Motion carried unanimously.
- Resolution No. 14-32 – Adopting the Six Year Transportation Improvement Plan Amendment                      Motion by Council Member Olson, second by Council Member Butler to adopt Resolution No. 14-32 adopting the Six Year Transportation Improvement Plan Amendment. Motion carried unanimously.
- Main Street Revitalization Update                      Jeff Louman with Huibregtse, Louman Associates Inc. gave an update on the Main Street Revitalization Project.
- Items from the Audience
- Ray Kemp expressed a concern about tires at Fullbright Park. City Attorney Noe stated that the city is scheduling a meeting to discuss the removal of the tires.
- Authorized contractor estimate for city hall renovation
- John Hodkinson suggested that the city get a free estimate from a contractor he knows to renovate the building at 102 W. Ahtanum Road. Council Member Olson stated he knew of a contractor that would provide a free estimate, as well. Motion by Council Member Carney second by Council Member Olson to get estimates from Clark Construction and McKinstry to renovate 102 W. Ahtanum Rd. Voting on the motion – ayes: Butler, Carney, Matson, Murr, Olson; nays: Lenz; absent: Wentz. Motion carried.
- City Manager Report
- City Manager Otterness thanked the Ag Museum and President Nick Schultz for their work on the 2014 Old Town Days. He also thanked Julie Schilling for her help with the Main Street Revitalization Task Force Open House.

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – June 23, 2014*

Communications Council member Olson gave an report on his and Council Member Carney’s attendance at the recent AWC. Conference.

YVCOG Complete Streets Program Deputy Director of Public Works/Community Development Spurlock recommended the council initiate a Complete Streets program through YVCOG. Motion by Council Member Carney second by Council Member Olson to participate in the Complete Streets Program. Motion Carried unanimously.

Development of Next Agenda There were none.

Adjournment of Meeting At 8:23 p.m. Deputy Mayor Matson adjourned the June 23, 2014 regular Council Meeting.

\_\_\_\_\_  
Rodney Otterness, City Manager

ATTEST

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



## City Council Communication

**Meeting Date:** July 14, 2014  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers, July 14, 2014

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**SYNOPSIS:** Claim Vouchers Dated July 14, 2014

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 88114 through 88230 are approved in the amount of \$312,087.86.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Claim Voucher Roster

## WARRANT/CHECK REGISTER

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4023	03/07/2014	Claims	2	EFT	CHASE PAYMENTECH	484.55	ONLINE CC BILLING-03/2014
4037	03/03/2014	Claims	2	EFT	US BANK CARDMEMBER SVC	331.19	ONLINE CC BILLING-03/2014
4038	03/13/2014	Claims	2	EFT	US BANK - CHECKING	275.09	ANALYSIS FEE-03/2014
4072	04/14/2014	Claims	2	EFT	US BANK - CHECKING	290.31	ANALYSIS CHARGE-04/2014
4073	04/07/2014	Claims	2	EFT	CHASE PAYMENTECH		ONLINE CC FEE-04/2014 - Voided
4080	04/01/2014	Claims	2	EFT	US BANK CARDMEMBER SVC	355.82	ONLINE CC FEE-03/2014
4149	05/01/2014	Claims	2	EFT	BANK OF NEW YORK MELLON	5,557.50	UNIWAT-98-05/2014
4150	05/01/2014	Claims	2	EFT	BANK OF AMERICA	324.50	CREDIT CARD FEE-05/2014
4151	05/01/2014	Claims	2	EFT	XPRESS BILL PAY	317.30	UB ONLINE BILLING-05/2014
4152	05/14/2014	Claims	2	EFT	US BANK - CHECKING	83.07	ANALYSIS FEE-05/2014
4005	06/26/2014	Claims	2	88114	ROBERT F NOE	11,500.00	CITY ATTORNEY - 06/2014
4006	06/26/2014	Claims	2	88115	UNITED STATES POSTMASTER	955.00	UB POSTAGE - 06/2014
4155	07/14/2014	Claims	2	88116	A-LINE PAVING	40.32	Refund Utility Deposit
4156	07/14/2014	Claims	2	88117	ABBOTTS PRINTING	541.35	OTD POSTERS & BROCHURES
4157	07/14/2014	Claims	2	88118	ABC FIRE CONTROL INC 2009	38.38	ANNUAL FIRE EXT INSPECTION
4158	07/14/2014	Claims	2	88119	ACTNOW INC	4,106.52	FD TEMP - 05/25 - 05/31/2014; FIRE DEPT TEMP 06/02 - 06/12/2014; TEMP FD SECRETARY - 06/16 - 06/26/2014
4159	07/14/2014	Claims	2	88120	AM SAN	66.35	NITRILE GLOVES-RADKE & SCHELHAMMER
4160	07/14/2014	Claims	2	88121	ANDERSON ROCK & DEMOLITION PITS	614.37	DEMO/ CONCRETE, FINANCE CHARGE
4161	07/14/2014	Claims	2	88122	BASIN DISPOSAL OF YAKIMA LLC	76,176.24	GA/RCY-06/2014
4162	07/14/2014	Claims	2	88123	LYNETTE BISCONER	25.96	POSTAGE DUE
4163	07/14/2014	Claims	2	88124	BLUMENTHAL UNIFORMS &	212.04	YEARLY PATROL BOOTS-WAY & EDWARDS; PD CREDIT-PATCH SAMPLE-NAME INSIG; SERVICE BAR FOR UNIFORMS
4164	07/14/2014	Claims	2	88125	MICHAEL BOGART	61.17	DEPOSIT REFUND
4165	07/14/2014	Claims	2	88126	BRATWEAR	52.70	REMOVE AND REPLACE PATCHES AND NAME ON PATROL UNIFORM-VANICEK
4166	07/14/2014	Claims	2	88127	RACHEL BRIGGS	45.32	Refund Utility Deposit
4167	07/14/2014	Claims	2	88128	BURROWS TRACTOR COMPANY	243.46	SPRAY GUN; ECHO BLADE; SPRING
4168	07/14/2014	Claims	2	88129	CANON FINACIAL SERVICES	313.66	PD COPIER 6/1/14-6/30/14
4169	07/14/2014	Claims	2	88130	CAREY MOTORS	489.41	VEHICLE SERVICE #17-LOF & FILTER; VEHICLE SERVICE #5 BRAKE REPLACEMENT, TURN ROTORS, TRANSMISSION OUTPUT SHAFT REPLACEMENT; VEHICLE REPAIR #13-REMOVE NAIL & REPAIR TIRE
4170	07/14/2014	Claims	2	88131	CLARISSA CARRASCO	99.08	Refund Utility Deposit

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4171	07/14/2014	Claims	2	88132	CASCADE ANALYTICAL INC	1,415.68	WATER/ WASTEWATER SAMPLING
4172	07/14/2014	Claims	2	88133	CASCADE FIRE EQUIPMENT	36.58	FLASHLIGHT REPAIR
4173	07/14/2014	Claims	2	88134	CASCADE NATURAL GAS CORP	69.40	107 WAHTANUM-5/14
4174	07/14/2014	Claims	2	88135	CASCADE VALLEY LUBE	36.09	OIL AND OIL FILTER
4175	07/14/2014	Claims	2	88136	CASH & CARRY	116.89	GLASS CLEANER; PEANUTS, CRACKERS, CHIPS, RICE KRISPIES, CORNUTS, COOKIES
4176	07/14/2014	Claims	2	88137	CENTRAL WA AG MUSEUM	4,570.00	OTD CIVIL WAR LIVING HISTORY PRESENTATION; AG MUSEUM COORDINATOR - 06/2014
4177	07/14/2014	Claims	2	88138	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	MARKETING & SALES - 06/2014; MARKETING & SALES - 07/2014
4178	07/14/2014	Claims	2	88139	CENTURY LINK	826.10	PD PHONES 5/1/14-5/31/14; FD HOTLINE-6/14; LEGAL - 06/14; CH T1 - 06/2014; CH FAX - 05/2014
4179	07/14/2014	Claims	2	88140	CHARTER COMMUNICATIONS	323.51	CH CABLE SVC; CH INTERNET - 07/2014
4180	07/14/2014	Claims	2	88141	CINTAS CORP #605	914.35	FIRE DEPARTMENT UNIFORM CLEANING; FIRE DEPT UNIFORM CLEANING; FIRE DEPT UNIFORM CLEANING; FIRE DEPT UNIFORM CLEANING; PD MAT SERVICE 6/6/14 & 6/20/14; CH MAT SVC; FIRE DEPT UNIFORM CLEANING; CH MAT SV
4181	07/14/2014	Claims	2	88142	CLASSIC CAR WASH	71.50	PD CAR WASHES MAY 2014
4182	07/14/2014	Claims	2	88143	CLIFF'S SEPTIC SERVICE	48.39	PORTABLE RENTAL 5/31/14
4183	07/14/2014	Claims	2	88144	COLUMBIA FORD	89,347.50	NEW PD VEHICLE-2014 FORD SEDAN; NEW PD VEHICLES-P2M POLICE SEDAN & K&A POLICE UTILITY
4184	07/14/2014	Claims	2	88145	CRAFT WAREHOUSE	644.12	SUMMER YOUTH PROGRAM MATERIAL AND SUPPLIES; GLUE, STENCILS, CANVAS; GLUE, BRUSH SETS, LIQUID TEMP, JEWELRY SETS; STICKERS, PAINT, VISORS
4185	07/14/2014	Claims	2	88146	JOHN CRIMIN	104.90	LEOFF 1 RETIREE MEDICARE - 07/2014
4186	07/14/2014	Claims	2	88147	DB SECURE SHRED	46.76	SHRED SVC - 06/2014
4187	07/14/2014	Claims	2	88148	DEX WEST	251.16	PARK AD- 06/14
4188	07/14/2014	Claims	2	88149	DIVCO INC	399.97	HVAC MAINT - 07/14 - 09/14
4189	07/14/2014	Claims	2	88150	EDGE CONSTRUCTION SUPPLY	103.52	KRYLON WHITE & GREEN
4190	07/14/2014	Claims	2	88151	EMERGENCY REPORTING	227.01	FIRE/ERS REPORTING AUG-2014
4191	07/14/2014	Claims	2	88152	FEI INC	13.36	NOZZLE SPRAY GUN

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4192	07/14/2014	Claims	2	88153	FINANCIAL MANAGEMENT DIVISION	12.20	2014 INCIDENT RESPONSE POCKET GUIDE HANDBOOK(REMAINING BALANCE)
4193	07/14/2014	Claims	2	88154	FIRESTONE TIRE & SERVICE CTRS	551.57	VEHICLE SERVICE #16-NEW TIRE INSTALLATION
4194	07/14/2014	Claims	2	88155	FOWLER COMPANY HD	3,484.62	OLD LOWES METER SUPPLIES; METER SUPPLIES CO2 SHELL; OLD LOWES METER SUPPLIES; PSM PLUG
4195	07/14/2014	Claims	2	88156	FRANK USED CARS JAKE	196.55	TIRES
4196	07/14/2014	Claims	2	88157	GAP AUTO PARTS	13.04	LAMP, ELECT CLEANER
4197	07/14/2014	Claims	2	88158	GEARJAMMER	2,116.23	PD FUEL JUNE 1-15, 2014
4198	07/14/2014	Claims	2	88159	GENE WEINMANN CONSULTING	249.64	HOUSING REHAB CONSULTANT - 06/2014
4199	07/14/2014	Claims	2	88160	GILLIHAN LAW OFFICE PLLC	5,700.00	PUBLIC DEFENDER - 06/2014
4200	07/14/2014	Claims	2	88161	GILLILAND LAW FIRM PLLC	560.00	CONFLICT ATTORNEY; CONFLICT ATTORNEY; CONFLICT ATTORNEY; CONFLICT ATTORNEY
4201	07/14/2014	Claims	2	88162	DIMITRI A. E. GLENN	32.07	SUMMER YOUTH POOL SUPPLIES
4202	07/14/2014	Claims	2	88163	HAPPY DAY LAUNDROMAT	59.23	OVERPAYMENT REFUND
4203	07/14/2014	Claims	2	88164	HD SUPPLY WATERWORKS LTD	36.51	WATER METER SUPPLIES
4204	07/14/2014	Claims	2	88165	HUMANE SOCIETY OF	2,520.00	PD ANIMAL CONTROL SERVICES JUNE 2014
4205	07/14/2014	Claims	2	88166	IN TOUCH MARKETING	10,111.87	TOURISM PROMOTER/MANAGEMENT - 07/2014
4206	07/14/2014	Claims	2	88167	INDEPENDENT WATER SERVICE INC	11.36	CH WATER & COOLER RENT - 05/2014
4207	07/14/2014	Claims	2	88168	INTEGRA TELECOM	675.57	FIRE STA 85 FAX-MAY 2014; YOUTH PARK SENIOR CTR-06/14; PD PHONES 6/3/14-7/2/14
4208	07/14/2014	Claims	2	88169	INTERNATIONAL PAPER	255.48	Refund Utility Deposit
4209	07/14/2014	Claims	2	88170	JANITORS CLOSET	32.25	OASIS MF TOWEL
4210	07/14/2014	Claims	2	88171	JOEL'S TIRE	14.61	FLAT TIRE REPAIR-VEHICLE #2
4211	07/14/2014	Claims	2	88172	KAZ TROPHIES & KAZUALS	225.55	PASSPORT TAGS; RETIREMENT PLAQUE-MCNEARNEY, OFFICER OF THE YEAR PLAQUE-TURLEY, PATROL STUDENTS MEDALS; NAME PLATES & OTD RIBBONS
4212	07/14/2014	Claims	2	88173	KELLER SUPPLY CO	15.39	TUBE CAP; PUTTY, SEALANT; FAUCET CONNECTION
4213	07/14/2014	Claims	2	88174	LASERTECH NORTHWEST	105.89	BLACK TONER FOR OKI
4214	07/14/2014	Claims	2	88175	LEGAL COURIERS INC	30.00	COURIER SVC - 07/2014
4215	07/14/2014	Claims	2	88176	LIFE-ASSIST INC	210.64	MEDICAL SUPPLIES
4216	07/14/2014	Claims	2	88177	LIGHTNING GRAPHICS	131.46	EMS FIELD REPORTS
4217	07/14/2014	Claims	2	88178	FRANCISCA LOPEZ RAMIREZ	75.00	DEPOSIT REFUND



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4218	07/14/2014	Claims	2	88179	LOWES COMPANY INC	30.28	ST. 85 EQUIPMENT; B-85 STARTER HANDLE; ANNEX-TOILET SEAT
4219	07/14/2014	Claims	2	88180	LOWES COMPANY INC	117.34	HOMEREMPLUS GERM; TRASH BAGS; HOSE; TRASH BAGS; BRASS PIP CAP
4220	07/14/2014	Claims	2	88181	LOWES COMPANY INC	58.64	PD SUPPLIES-WEED BE GONE, CAR WASH SOLUTION
4221	07/14/2014	Claims	2	88182	MORTON'S SUPPLY	21.53	LIQUID-FILLED PRESSURE, FEMALE SWIVEL
4222	07/14/2014	Claims	2	88183	OFFICE DEPOT	287.44	PD SUPPLIES-WIRELESS KEYBOARDS, BUBBLE ENVELOPES, MEMORY CARD, BATTERIES, CD SPINDLE; PD OFFICE SUPPLIES-CUPS, DIVIDERS, PAPER, MARKERS, PENS
4223	07/14/2014	Claims	2	88184	OFFICE DEPOT	461.49	TONER; 8GB USB DRIVE, FOLDERS, INK; CLIP BOARDS & STAPLES; COIN WRAPPERS
4224	07/14/2014	Claims	2	88185	OFFICE SOLUTIONS NORTHWEST	294.44	FOAM CUPS; INK CTG'S; ENVELOPE OPENERS, FOLDERS, TAPE & PHONE REST
4225	07/14/2014	Claims	2	88186	OLD TIME SPRAY SERVICE	162.21	PD TREE & SHRUB SPRAY/BASE OF BUILDING 5/3/14, 6/21/14
4226	07/14/2014	Claims	2	88187	ONE CALL CONCEPTS INC	55.44	UTILITY LOCATES - 06/2014
4227	07/14/2014	Claims	2	88188	PACIFIC POWER	1,580.24	PD UTILITIES APRIL 30-MAY 30, 2014; 3007 2ND ST-JUNE 2014; 107 W AHTANUM-JUNE 2014; AG MUSEUM - 06/2014; CH - 06/2014
4228	07/14/2014	Claims	2	88189	PEPSI COLA - YAKIMA	146.10	PD WATER DELIVERY AND RENTAL JUNE 2014
4229	07/14/2014	Claims	2	88190	PRINT GUYS INC	1,483.81	2014 CONSUMER CONFIDENCE REPORT
4230	07/14/2014	Claims	2	88191	PROTECTION ONE	67.17	ALARM MONITORING - 07/2014
4231	07/14/2014	Claims	2	88192	REPUBLIC PUBLISHING CO	237.36	NTC OF PUBLIC HEARING - 6 YR TRANSP IMPROV. PROGRAM; SUMMARY OF ORD #2861
4232	07/14/2014	Claims	2	88193	RICOH USA INC (MAINTENANCE)	172.94	PD COPIER MAINTENANCE 5/11/14-6/10/14
4233	07/14/2014	Claims	2	88194	RICOH USA, INC (LEASE)	353.88	PD COPIER LEASE 06/10/14-07/10/14
4234	07/14/2014	Claims	2	88195	THOMAS RUSHING	91.31	Refund Utility Deposit
4235	07/14/2014	Claims	2	88196	SAN DIEGO POLICE EQUIPMENT CO INC	953.41	PD AMMO-12GA SLUG (250/CS); PD AMMUNITION 40 S&W 165 GR
4236	07/14/2014	Claims	2	88197	SENSKE	129.67	PEST CONTROL-STATION 85
4237	07/14/2014	Claims	2	88198	SPLASH EXPRESS AUTO SERVICES LLC	10.15	CAR WASH - 05/2014
4238	07/14/2014	Claims	2	88199	SPRINT CH/FD/PW ACT #516627226	607.76	PD PHONES MAY 23-JUNE 22, 2014

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4239	07/14/2014	Claims	2	88200	T C TRANSPORTATION SERVICES	35,534.48	DIAL A RIDE/FIXED BUS ROUTE - 06/2014
4240	07/14/2014	Claims	2	88201	THE PIN CENTER	715.00	CITY LAPEL PINS
4241	07/14/2014	Claims	2	88202	TRI-VALLEY CONSTRUCTION INC	64.86	PD ASBESTOS ANALYSIS 6/17/14
4242	07/14/2014	Claims	2	88203	U-HAUL MOVING & STORAGE	422.85	CH STORAGE - 07/2014
4243	07/14/2014	Claims	2	88204	UNION GAP WATER FUND & SEWER	920.87	107 W AHTANUM ROAD-JUNE 2014; 3007 2ND STREET- JUNE 2014; PD WATER, SEWER, GARBAGE 5/21/14-6/20/14; CH - 06/2014
4244	07/14/2014	Claims	2	88205	UNION GAP	141.75	PD VEHICLE LICENSING
4245	07/14/2014	Claims	2	88206	UNITED BUSINESS MACHINES	63.80	KYOCERA KM-3050 - 07/2014
4246	07/14/2014	Claims	2	88207	UNITED PARCEL SERVICE	27.76	PD SHIPPING 5/27/14
4247	07/14/2014	Claims	2	88208	UNUM LIFE INSURANCE	137.40	LEOFF 1 DISABILITY - 07/2014
4248	07/14/2014	Claims	2	88209	US BANK CARDMEMBER SVC	6,471.09	SHIPPING FOR RETURN OF RICOH COPIERS; (LN CURTIS) REDBACK STATION BOOTS - QUANTRILLE; UNIFORM CLOTHING ALLOWANCE 2014-MCKINLEY; EVOC CONE CRAYONS; NEW AMERICAN FLAG FOR PD; LN CURTIS - PROSERIES RESCU
4249	07/14/2014	Claims	2	88210	US CELLULAR	50.73	TOURISM PROMOTER CELL - 07/2014
4250	07/14/2014	Claims	2	88211	VALLEY MEDI-CENTER	42.50	MCCLELLAN
4251	07/14/2014	Claims	2	88212	VERIZON WIRELESS	922.34	PD MDT MODEMS MAY 14-JUNE 13, 2014
4252	07/14/2014	Claims	2	88213	WA CITIES INS. AUTHORITY	50.00	LIABILITY TRAINING 2014-D. SPURLOCK, NO-SHOW
4253	07/14/2014	Claims	2	88214	WA STATE DEPT OF TRANS.	722.34	INSTALL PAVEMENT MARKINGS
4254	07/14/2014	Claims	2	88215	WA STATE DEPT OF TRANSPORTATION	3,125.83	SIGNAL MAINT, REPAIR & ADDITIONS; MANUFACTURE AND SHIPPING OF SIGNS
4255	07/14/2014	Claims	2	88216	WA STATE PATROL	1,098.00	BACKGROUND CHECKS - 05/2014; ACCESS USER FEE APRIL-JUNE 2014
4256	07/14/2014	Claims	2	88217	WA STATE TACTICAAL OFFICERS ASSOC	200.00	REGIONAL TACTICAL CONFERENCE & VENDOR SHOW-BONSEN
4257	07/14/2014	Claims	2	88218	WAPATO POLICE DEPT	195.80	JAIL PRESCRIPTION BILLING JUNE 2014
4258	07/14/2014	Claims	2	88219	YAKIMA AIR COMPRESSOR	10.23	HOSE ADAPTER, WASHER PLUG, BUSHING BRASS
4259	07/14/2014	Claims	2	88220	YAKIMA CITY TREASURER	11,268.59	2014 3RD QTR DISPATCH/MOBILE/COMM SERV-FIRE

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4260	07/14/2014	Claims	2	88221	YAKIMA CO DEPT OF CORRECTIONS	6,323.12	JAIL BILLING MAY 2014
4261	07/14/2014	Claims	2	88222	YAKIMA COOPERATIVE ASSN	103.01	JANITOR FUEL - 05/2014
4262	07/14/2014	Claims	2	88223	YAKIMA COUNTY AUDITOR	360.00	UB LIENS - 06/2014
4263	07/14/2014	Claims	2	88224	YAKIMA COUNTY DEVELOPMENT ASSN	1,300.00	NEW VISION PLEDGE
4264	07/14/2014	Claims	2	88225	YAKIMA COUNTY PUBLIC SERVICES	259.62	12TH AVE BRIDE INSPECTION
4265	07/14/2014	Claims	2	88226	YAKIMA NETWORKING	436.40	SET UP EMAIL FOR TEMP; NETWORK ISSUE W/ FF PRINTER; SERVER MONITORING, MONTHLY BACKUP & ANTI VIRUS SERVICE - 06/2014
4266	07/14/2014	Claims	2	88227	YAKIMA REAL ESTATE SERVICES	86.46	Refund Utility Deposit
4267	07/14/2014	Claims	2	88228	YAKIMA WELDERS SUPPLY INC	11.03	O2 CYLINDER RENTAL
4268	07/14/2014	Claims	2	88229	DIANA REYES	150.00	DEPOSIT REFUND
4269	07/14/2014	Claims	2	88230	US BANK CARDMEMBER SVC	455.21	CARNEY AWC CATCH THE OPEN GOV.; OLSON AWC CATCH THE OPEN GOV.

000	7.91
001 Current Expense Fund	69,717.84
101 Street Fund	4,668.75
107 Convention Center Reserve Fund	14,022.53
108 Tourism Promotion Area Fund	4,074.77
115 Police Vehicle Reserve Fund	89,489.25
128 Transit System Fund	35,540.49
130 Community Policing Fund	864.40
170 Housing Rehabilitation Fund	249.64
401 Water Fund	7,202.19
402 Garbage Fund	77,413.71
403 Sewer Fund	2,524.74
414 Water Deposits	754.14
431 1998 & 2003 W/S Bond Redemption Fund	5,557.50
	312,087.86
Claims:	312,087.86

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:** June 14, 2014  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Payroll Vouchers, June 30, 2014

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**SYNOPSIS:** Payroll Vouchers Dated June 30, 2014

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos.41212 through 41231 and 88101 through 88113 in the amount of \$438,657.62.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Payroll Voucher Roster

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3905	06/30/2014	Payroll	2	EFT	BRYAN P BAUER	4,233.11	June Payroll
3906	06/30/2014	Payroll	2	EFT	TERRI L BERTELSEN	2,591.98	June Payroll
3907	06/30/2014	Payroll	2	EFT	LARRY BIRD	4,718.34	June Payroll
3908	06/30/2014	Payroll	2	EFT	LYNETTE BISCONER	3,711.91	June Payroll
3909	06/30/2014	Payroll	2	EFT	RYAN BONSEN	4,558.01	June Payroll
3911	06/30/2014	Payroll	2	EFT	KYLE R BUCHANAN	3,852.11	June Payroll
3912	06/30/2014	Payroll	2	EFT	CRAIG G BUNTING	3,203.28	June Payroll
3913	06/30/2014	Payroll	2	EFT	DAVID D BUTLER	538.65	June Payroll
3914	06/30/2014	Payroll	2	EFT	LEVI G BUTTREY	352.28	June Payroll
3915	06/30/2014	Payroll	2	EFT	MARK CARNEY	554.10	June Payroll
3916	06/30/2014	Payroll	2	EFT	JEFFERY J CHARTERS	252.89	June Payroll
3918	06/30/2014	Payroll	2	EFT	KAREN CLIFTON	3,770.59	June Payroll
3920	06/30/2014	Payroll	2	EFT	JO COLLIER	2,383.52	June Payroll
3921	06/30/2014	Payroll	2	EFT	JOSE CRUZ	99.91	June Payroll
3922	06/30/2014	Payroll	2	EFT	CHRIS DAHL	3,386.55	June Payroll
3923	06/30/2014	Payroll	2	EFT	ERICK MICHAEL DELP	4,042.92	June Payroll
3924	06/30/2014	Payroll	2	EFT	DWIGHT M DERBY	31.25	June Payroll
3926	06/30/2014	Payroll	2	EFT	RENARD T EDWARDS	4,091.27	June Payroll
3929	06/30/2014	Payroll	2	EFT	VICTORIA M GUTIERREZ	2,129.63	June Payroll
3930	06/30/2014	Payroll	2	EFT	JACOB J HEILMAN	5,196.80	June Payroll
3931	06/30/2014	Payroll	2	EFT	JACK L HENDERSON	181.85	June Payroll
3932	06/30/2014	Payroll	2	EFT	DENNIS HENNE	4,531.44	June Payroll
3934	06/30/2014	Payroll	2	EFT	SHAWN R JAMES	3,957.23	June Payroll
3936	06/30/2014	Payroll	2	EFT	CHASE KELLOGG	3,944.26	June Payroll
3937	06/30/2014	Payroll	2	EFT	CHAD E LENZ	547.85	June Payroll
3938	06/30/2014	Payroll	2	EFT	ALBA L LEVESQUE	3,916.12	June Payroll
3939	06/30/2014	Payroll	2	EFT	JO LINDER	2,655.70	June Payroll
3940	06/30/2014	Payroll	2	EFT	SHANE PATRICK MACIAS	4,068.65	June Payroll
3941	06/30/2014	Payroll	2	EFT	DAVID W MATSON	552.85	June Payroll
3942	06/30/2014	Payroll	2	EFT	STACE J MCKINLEY	3,851.97	June Payroll
3943	06/30/2014	Payroll	2	EFT	ROBERT MCRAE	3,385.22	June Payroll
3945	06/30/2014	Payroll	2	EFT	CAROL ANN MONTGOMERY	1,473.66	June Payroll
3946	06/30/2014	Payroll	2	EFT	HEATHER J MOORES	1,035.03	June Payroll
3947	06/30/2014	Payroll	2	EFT	RONNIE G MORTON II	4,014.55	June Payroll
3949	06/30/2014	Payroll	2	EFT	SERGIO E OCHOA	2,816.19	June Payroll
3951	06/30/2014	Payroll	2	EFT	RODNEY G OTTERNESS	5,792.74	June Payroll
3954	06/30/2014	Payroll	2	EFT	AMBER E RADKE	2,322.69	June Payroll
3955	06/30/2014	Payroll	2	EFT	HECTOR A RIVERA	4,073.11	June Payroll
3957	06/30/2014	Payroll	2	EFT	CURTIS J SANTUCCI	4,563.06	June Payroll
3958	06/30/2014	Payroll	2	EFT	BRIANNA V SCHELHAMMER	2,072.44	June Payroll
3960	06/30/2014	Payroll	2	EFT	DAVID L SPURLOCK	5,020.61	June Payroll
3961	06/30/2014	Payroll	2	EFT	MICHAEL STILLWAUGH	3,712.11	June Payroll
3963	06/30/2014	Payroll	2	EFT	RAYMOND V SUAREZ	2,540.42	June Payroll
3964	06/30/2014	Payroll	2	EFT	PATRICK THOMPSON	4,523.55	June Payroll
3965	06/30/2014	Payroll	2	EFT	ERIC B TURLEY	4,082.75	June Payroll
3967	06/30/2014	Payroll	2	EFT	JOSEPH VANICEK	4,472.76	June Payroll
3968	06/30/2014	Payroll	2	EFT	JESSE A WALRUFF	3,798.44	June Payroll
3969	06/30/2014	Payroll	2	EFT	GLORIA A WALTMAN	2,520.72	June Payroll
3970	06/30/2014	Payroll	2	EFT	LYDIA M WAREHIME	1,281.72	June Payroll
3971	06/30/2014	Payroll	2	EFT	TERRYL D WAY	4,562.01	June Payroll
3973	06/30/2014	Payroll	2	EFT	ROGER E WENTZ	511.15	June Payroll
3975	06/30/2014	Payroll	2	EFT	CASEY M YEAGER	4,054.08	June Payroll
3977	06/30/2014	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	75,493.96	LEOFF 1 RETIREE MEDICAL - 07/2014; 06/01/2014 To 06/30/2014 - Medical

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3978	06/30/2014	Payroll	2	EFT	INTERNAL REVENUE SERVICE	64,617.82	941 Deposit For 06/01/2014 - 06/30/2014
3979	06/30/2014	Payroll	2	EFT	WA STATE DEPT OF L&I	25,504.25	2ND Quarter 04/01/2014 - 06/30/2014
3980	06/30/2014	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	17,980.83	06/01/2014 To 06/30/2014 - LEOFF I; 06/01/2014 To 06/30/2014 - LEOFF II
3981	06/30/2014	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	17,441.25	06/01/2014 To 06/30/2014 - PERS I; 06/01/2014 To 06/30/2014 - PERS II; 06/01/2014 To 06/30/2014 - PERS III
4024	06/30/2014	Payroll	2	EFT	INTERNAL REVENUE SERVICE	32.94	941 Deposit For 06/01/2014 - 06/30/2014
4025	06/30/2014	Payroll	2	EFT	WA STATE DEPT OF L&I	25,525.23	2ND Quarter 04/01/2014 - 06/30/2014
3910	06/30/2014	Payroll	2	41212	JACOB BROWN	110.98	June Payroll
3917	06/30/2014	Payroll	2	41213	TRAVIS A CHRISTOPHER	132.98	June Payroll
3919	06/30/2014	Payroll	2	41214	GREGORY COBB	5,056.99	June Payroll
3925	06/30/2014	Payroll	2	41215	DONALD DURKEE	3,433.92	June Payroll
3927	06/30/2014	Payroll	2	41216	PATRICIA ERMEY	1,000.01	June Payroll
3928	06/30/2014	Payroll	2	41217	JOHN A FERNANDEZ	31.25	June Payroll
3933	06/30/2014	Payroll	2	41218	ROBERT M HENNESSY	2,864.20	June Payroll
3935	06/30/2014	Payroll	2	41219	TRENT C JONES	732.94	June Payroll
3944	06/30/2014	Payroll	2	41220	NATHAN MILLER	213.70	June Payroll
3948	06/30/2014	Payroll	2	41221	JAMES E MURR	542.65	June Payroll
3950	06/30/2014	Payroll	2	41222	DAN C OLSON	552.85	June Payroll
3952	06/30/2014	Payroll	2	41223	RONALD PHILLIPS	3,411.78	June Payroll
3953	06/30/2014	Payroll	2	41224	TYLER J QUANTRILLE	4,506.22	June Payroll
3956	06/30/2014	Payroll	2	41225	CHRISTOPHER JOHN ROMERO	399.49	June Payroll
3959	06/30/2014	Payroll	2	41226	ROBERT M SLACK	934.09	June Payroll
3962	06/30/2014	Payroll	2	41227	MATTHEW W STRUNK	354.11	June Payroll
3966	06/30/2014	Payroll	2	41228	JENNY V VALLE	2,264.06	June Payroll
3972	06/30/2014	Payroll	2	41229	TONI A WEBB	1,170.47	June Payroll
3974	06/30/2014	Payroll	2	41230	TIMOTHY WHITEHURST	6,472.19	June Payroll
4022	06/30/2014	Payroll	2	41231	SUSAN LOWRY	194.30	June Payroll
3982	06/30/2014	Payroll	2	88101	AFLAC	351.24	06/01/2014 To 06/30/2014 - AFLAC; 06/01/2014 To 06/30/2014 - AFLAC Pre Tax
3983	06/30/2014	Payroll	2	88102	EMPLOYEE FUND	22.00	06/01/2014 To 06/30/2014 - Employee Fund
3984	06/30/2014	Payroll	2	88103	ICMA RETIREMENT TRUST#302189	13,914.82	06/01/2014 To 06/30/2014 - ICMA Retirement Trust
3985	06/30/2014	Payroll	2	88104	SOLARITY CREDIT UNION	1,336.44	06/01/2014 To 06/30/2014 - IAFF Union Dues; 06/01/2014 To 06/30/2014 - FF Insurance; 06/01/2014 To 06/30/2014 - FF Employee Fund; 06/01/2014 To 06/30/2014 - FF Uniform
3986	06/30/2014	Payroll	2	88105	TEAMSTERS LOCAL 760	508.00	06/01/2014 To 06/30/2014 - Teamsters Dues
3987	06/30/2014	Payroll	2	88106	UNION GAP POLICE OFFICERS ASSN	700.00	06/01/2014 To 06/30/2014 - UGPOA Dues

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3988	06/30/2014	Payroll	2	88107	UNITED WAY OF YAKIMA CNTY	30.00	06/01/2014 To 06/30/2014 - United Way
3989	06/30/2014	Payroll	2	88108	USABLE LIFE	81.70	06/01/2014 To 06/30/2014 - USAbLe Life
3990	06/30/2014	Payroll	2	88109	WA STATE COUNCIL OF CNTY	477.13	06/01/2014 To 06/30/2014 - AFCSME Dues
3991	06/30/2014	Payroll	2	88110	WA STATE COUNCIL OF	140.00	06/01/2014 To 06/30/2014 - WSCOPO Dues
3992	06/30/2014	Payroll	2	88111	WESTERN STATES POLICE MEDICAL TRUST	742.95	06/01/2014 To 06/30/2014 - FOP
3993	06/30/2014	Payroll	2	88112	WSCCCE TRUST	4,316.85	06/01/2014 To 06/30/2014 - WSCCE
3994	06/30/2014	Payroll	2	88113	WSCFF EMPLOYEE BENEFIT TRUST	525.00	06/01/2014 To 06/30/2014 - WSCFF
						112.77	
000						355,024.43	
001 Current Expense Fund						29,161.99	
101 Street Fund						451.54	
107 Convention Center Reserve Fund						2,263.87	
128 Transit System Fund						26,650.74	
401 Water Fund						724.12	
402 Garbage Fund						24,268.16	
403 Sewer Fund						<u>438,657.62</u>	
						438,657.62	Payroll: 438,657.62

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