

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 22, 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 September 8, 2014, As attached to the Agenda and maintained in electronic format;

B. Approve Vouchers:

Claims Vouchers – EFT's and Voucher Nos. 88600 through 88687 for September 22, 2014, in the amount of \$599,233.61;

C. Resolution No. _____ - Cintas Corporation Contract.

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

LTAC-TPA

1. Introduction of Eric Patrick of Grant J. Hunt Company;
2. Committee Recommendation Regarding Tourism Promotion;
3. Resolution No. _____ - Professional Services Contract with Grant J. Hunt Company;

4. Resolution No. _____ - Professional Services Contract with Yakima Valley Tourism.

Public Works/Community Development

1. Resolution – Yakima County Inter-local Agreement for Building Inspections;
2. Park Use Proposal for Soccer Fields;
3. Resolution No. _____ – Setting Public Hearing - Six Year Transit Development Plan.

Public Safety

Fire Protection Services Contract.

- 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

1. Letter to the Editor from Mayor Wentz Thanking Volunteers For Their Help With the Pioneer Graveyard Clean-up;
2. Letter of Resignation – City Attorney Robert Noe.

VIII. DEVELOPMENT OF NEXT AGENDA

IX. ANY OTHER BUSINESS

X. ADJOURN REGULAR MEETING.



City Council Communication

Meeting Date: September 22, 2014
From: Rod Otterness, City Manager
Topic/Issue: LTAC – TPA Committee Recommendation Regarding Tourism Promotion

SYNOPSIS: The LTAC – TPA committee is recommending contracts with two providers to provide tourism promotion services. The City's current contract with its provider is over on October 1st.

RECOMMENDATION: Approve resolutions authorizing the City Manager to sign Professional Services Contracts with Grant J. Hunt Company and Yakima Valley Tourism for Tourism Promotion Services.

LEGAL REVIEW: The City Attorney has reviewed the agreements and prepared the resolutions.

FINANCIAL REVIEW: Tourism tax revenue is dedicated for tourism promotion.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Contracts (2) for Professional Services with Grant J. Hunt Company and Yakima Valley Tourism
2. Resolutions (2) Authorizing City Manager to Sign Contracts for Professional Services with Grant J. Hunt Company and Yakima Valley Tourism

**CONTRACT FOR PROFESSIONAL SERVICES
City of Union Gap and Grant J. Hunt Company**

This Agreement is entered into by and between the City of Union Gap, Washington, hereinafter referred to as "the City," and Grant J. Hunt Company hereinafter referred to as "the Contractor."

WHEREAS, the City imposes a lodging tax pursuant to the provisions of Revised Code of Washington, Title 67, Chapter 28;

WHEREAS, the City can utilize the revenue collected through the lodging tax for the purpose or promoting tourism within the City of Union Gap;

WHEREAS, the City desires to have the Contractor perform services directed toward promoting tourism within the City pursuant to certain terms and conditions;

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered \$42,000 per year through 12 equal monthly payments.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing October 1, 2014 and ending September 30, 2015 unless sooner terminated under the provisions hereinafter specified. The Agreement may be extended for additional one year periods upon the written Agreement of the parties reached and reduced to writing 60 days prior to the termination date.
4. **Ownership and Use of Documents.** All documents, drawings, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City.
5. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
6. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part to the extent that such arises from the negligent acts or omissions of the Contractor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto.
7. **Termination.** This Agreement may at any time be terminated by either party upon giving sixty (60) days written notice of the party's intention to terminate the same.
8. **Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race,

color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

- 9. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
- 10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
- 11. **Notices.** Notices to the City shall be sent to the following address:

Rodney Otterness, City Manager
P.O. Box 3008
102 West Ahtanum Rd.
Union Gap, WA 98903

Notices to the Contractor shall be sent to the following address:

Eric Patrick, Director of Marketing
Grant J. Hunt Company
2010 West Nob Hill Blvd.
Yakima, WA 98908

- 13. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Yakima County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CITY OF UNION GAP

CONTRACTOR

City Manager

By:
Its:

Date: _____

Date: _____

Attest/Authenticated:

Karen Clifton, City Clerk



Grant J. Hunt Company

BUDGET PROPOSAL

MONTHLY RESPONSIBILITIES AND DUTIES

\$3,500.00/mo

MICRO/SHORT TERM FOCUS

- Direct and manage the marketing of the City to professional meeting planners through direct contact via telephone calls, visits and other communication
 - Each month a list of contacts with updates will be provided to the LTAC committee
 - Maintain and update database
- Conduct familiarization (fam) tours for interested groups to showcase the City's tourist attractions
 - Maintain and expand existing database
- Create a reproducible calendar of events with tourist related news to be distributed on the web, in hard copy, and to media and promotional outlets
 - Updated at least once a month, and more often as needed
 - Compare with regional calendar for development of new events
- Social media. Maintain and promote through social media. Updating current Facebook and creating a Twitter site. Provide regular updates to maintain constant communication.
 - Request permission to launch a Union Gap Twitter site the first week of October
- Website. Work with Yakima Valley Tourism (YVT) to Update and maintain the current www.stayinthegap.com website. Work with YVT on their coverage of Union Gap
- Existing events and shows
 - Includes coverage and planning for existing local Union Gap events

Includes: MACRO/LONG TERM FOCUS

- Create a strategic plan to maximize collection of lodging taxes and TPA assessments to create an annual work plan
- Facilitate development of venues and production of events designed to maximize collection of lodging taxes and TPA assessments
- Coordinate with other groups, venues, events and agencies engaging in promotion of tourism with the Yakima Valley locally, regionally and nationally including but not limited to Central Washington Agricultural Museum, State Fair Park, Yakima Valley Tourism and others
- Engage in any and all other activities that would help to stimulate tourism.

Exhibit A – City of Union Gap and Grant J. Hunt Company contract for professional services

Includes: Compliance/Administrative Focus

- Create databases to evaluate and track why persons visit the City of Union Gap, the purposes of their stays, and whether they engaged in any tourist activities while in the City.

Design and Creation of Promotional Materials **TBD**

Design charges will be separate and on a project basis.

Trade Show Coverage **\$3,500 + expenses**

Coverage at NTA in New Orleans. 6 days.

Totals:

MONTHLY RESPONSIBILITIES AND DUTIES **\$3,500.00/mo**

\$42,000.00 year

DESIGN AND CREATION **TBD**

TRADE SHOW ATTENDANCE **TBD**

Total estimated fees for year **\$42,000.00**

Opportunity Fund (unplanned activities) **\$0,000.00**

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Professional Services Contract between the City of Union Gap and Grant J. Hunt Company for Tourism Promotion services.

WHEREAS, the City imposes a lodging tax pursuant to the provisions of Revised Code of Washington, Title 67, Chapter 28;

WHEREAS, the City can utilize the revenue collected through the lodging tax for the purpose or promoting tourism within the City of Union Gap;

WHEREAS, the City desires to enter into a professional services contract with Grant J. Hunt Company to perform services directed toward promoting tourism within the City;

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

The City Manager is authorized to sign a Professional Services Contract with Grant J. Hunt Company for tourism promotion services.

PASSED this 22nd day of September, 2104.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

**CONTRACT FOR PROFESSIONAL SERVICES
City of Union Gap and Yakima Valley Tourism**

This Agreement is entered into by and between the City of Union Gap, Washington, hereinafter referred to as "the City," and Yakima Valley Tourism hereinafter referred to as "the Contractor."

WHEREAS, the City imposes a lodging tax pursuant to the provisions of Revised Code of Washington, Title 67, Chapter 28;

WHEREAS, the City can utilize the revenue collected through the lodging tax for the purpose or promoting tourism within the City of Union Gap;

WHEREAS, the City desires to have the Contractor perform services directed toward promoting tourism within the City pursuant to certain terms and conditions;

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered \$21,500 per year through 12 equal monthly payments.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing October 1, 2014 and ending September 30, 2015 unless sooner terminated under the provisions hereinafter specified. The Agreement may be extended for additional one year periods upon the written Agreement of the parties reached and reduced to writing 60 days prior to the termination date.
4. **Ownership and Use of Documents.** All documents, drawings, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City.
5. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
6. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part to the extent that such arises from the negligent acts or omissions of the Contractor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto.
7. **Termination.** This Agreement may at any time be terminated by either party upon giving sixty (60) days written notice of the party's intention to terminate the same.
8. **Discrimination Prohibited.** The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

9. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
11. **Notices.** Notices to the City shall be sent to the following address:

Rodney Otterness, City Manager
P.O. Box 3008
102 West Ahtanum Rd.
Union Gap, WA 98903

Notices to the Contractor shall be sent to the following address:

John A. Cooper, President & CEO
Yakima Valley Tourism
10 North 8th Street
Yakima, WA 98901

13. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Yakima County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CITY OF UNION GAP

CONTRACTOR

City Manager

By:
Its:

Date: _____

Date: _____

Attest/Authenticated:

Karen Clifton, City Clerk

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Professional Services Contract between the City of Union Gap and Yakima Valley Tourism for Tourism Promotion services.

WHEREAS, the City imposes a lodging tax pursuant to the provisions of Revised Code of Washington, Title 67, Chapter 28;

WHEREAS, the City can utilize the revenue collected through the lodging tax for the purpose or promoting tourism within the City of Union Gap;

WHEREAS, the City desires to enter into a professional services contract with Yakima Valley Tourism to perform services directed toward promoting tourism within the City;

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

The City Manager is authorized to sign a Professional Services Contract with Yakima Valley Tourism for tourism promotion services.

PASSED this 22nd day of September, 2104.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



City Council Communication

Meeting Date: September 22, 2014
From: David Spurlock; Deputy Director of Public Works & Community Development
Topic/Issue: Resolution – Yakima County Inter-local Agreement for Building Inspections

SYNOPSIS: The following agreement revises the existing agreement for building code inspection services between the parties, originally entered into on the 22nd day of July, 1980, by the County of Yakima, Washington and the City of Union Gap, Washington. The purpose of this agreement for services between the parties is to clarify the role of Yakima County to provide its services for plan checks and inspections to ensure compliance with the provisions of the International Building Code and International Fire Code on an as-needed basis.

RECOMMENDATION: Approve resolution authorizing City Manager to sign Inter-Local Agreement (ILA) with Yakima County for inspection services on an as needed basis.

LEGAL REVIEW: ILA has been reviewed by Yakima County's legal council and City attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Revised Inter-local agreement (ILA)

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign an Inter-Local Agreement with Yakima County for Building and Fire Inspections.

WHEREAS, the City of Union Gap from time to time requires building/fire plan review and inspection assistance on building and construction matters where the City's staff does not have the time or resources to handle the matters themselves;

WHEREAS, Yakima County has staff members with technical expertise available to assist the City as the need arises;

WHEREAS, the City of Union Gap wishes to enter into a contract with Yakima County for building/fire plan review and inspection assistance that it may require from time to time;

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

The City Manager is authorized to sign a Inter-Local Agreement with the Yakima County for Building/Fire plan review and inspection as needed.

PASSED this 22nd day of September 2014.

City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

AGREEMENT FOR BUILDING CODE INSPECTION BETWEEN THE CITY OF UNION GAP AND YAKIMA COUNTY

The following agreement revises the existing agreement for building code inspection services between the parties, originally entered into on the 22nd day of July, 1980, by the County of Yakima, Washington and the City of Union Gap, Washington,

WHEREAS, Union Gap has enacted the Washington State-adopted edition of the International Building Code, and the International Fire Code, with amendments hereinafter referred to as the "City Building and Fire Code"

WHEREAS, Union Gap desires to continue using the services of Yakima County, through its Department of Public Services, Division of Building and Fire Safety, to provide certain personal services; and further, Yakima County is able to provide such services, all in accordance with the provisions, terms and conditions of this revised agreement between the parties as amended herein, which is executed pursuant to the authority of Chapter 39 of the Revised Code of Washington,

NOW, THEREFORE, the parties hereby agree as follows:

1) Purpose

The purpose of this agreement for services between the party is to clarify the role of Yakima County to provide its services for plan checks and inspections to ensure compliance with the provisions of the International Building Code and Internatinoal Fire Code, recognized laws and standards, as well as investigations to determine "the cause, origin and circumstances or any fire, explosion or other hazardous condition," including reasonable administrative enforcement, and

other technical aspects required to implement the City of Union Gap's Fire Code through the County's Department of Public Services, Division of Building and Fire Safety, on behalf of the City as part of the City's responsibility to administer and enforcement the International Building and Fire Code, as amended and adopted by the City.

2) Scope of Agreement

This agreement shall be limited to the City Building and Fire Code as specified in the preamble to this contract. The County shall not be responsible for assuring compliance with any other ordinance or code of the City including zoning and subdivision ordinances. This agreement may extend to amendments or additions by the County, acting through its Director of Public Services.

3) Issuance of Fire Code Permits

The City will establish and maintain at its expense a fire safety department within the City manned by its own personnel. The City, through such department, shall receive and process applications for fire permits under the City Fire Code. The City shall review such applications for compliance with the City Fire Code and any other applicable City ordinances, including zoning and subdivision. As deemed necessary by the City, plan checks shall be referred to the County which shall perform said plan checks and return them to the City within a reasonable time. The City shall be responsible for issuing permits and collecting required fees. Permits shall be accompanied by a plot plan showing applicable zoning requirements, including setbacks, when necessary to determine compliance with fire codes.

4) Inspections

The City may request services from the County on an "as needed" basis. The County may respond on an "as available" basis. The City will be responsible for advising the County of the need for initial inspections and subsequent

periodic inspections or investigations. Plans required in order for Yakima County to perform said plan checks shall be delivered to the County Courthouse in Yakima, Washington, or made available for pick up by Yakima County representatives at City offices in Union Gap, Washington.

The County shall provide an inspector or investigator who will report to the City and perform the required inspections or investigations within a reasonable time. The County inspector/investigator shall provide a report of inspections or investigations and other action taken in regard to administration and enforcement of the City Fire Code. The City shall be responsible for entering such information on and into the appropriate permanent file. The County shall be responsible only for those inspections referred to it by the City. The City shall be solely responsible for monitoring the progress of construction covered by any permit and for assuring that permittees call for required inspections, including the initial inspection, and for referring such inspection to the County, pursuant to this section. Inspections covered by this agreement are the basic inspections legally required by the fire codes adopted by the City. In addition, the County may require of a permittee such other inspections as are authorized by those codes, as the County deems necessary to the proper administration of the City Fire Code. Special inspections which are the responsibility of the owner or permittee are not the responsibility of the County. Upon completion of all required inspections, the City shall be responsible for issuing any required certificates of occupancy. The County shall promptly inform the City of all correction notices, stop work notices, and violations which it issues or discovers in the course of inspections. The County shall attempt to enforce violations of the City Fire Code by normal administrative persuasion through its inspectors and Bureau Chief/Fire Marshal. In the administrative enforcement of the City Fire Code, the County may consult with a representative of the City as to the

appropriate action. The City shall appoint such a representative with sufficient authority to serve in that capacity.

Whenever the County deems, in its sole discretion, however, that administrative enforcement or further administrative enforcement would be useless, it shall refer the matter to the City for further actions the City deems appropriate. The City shall be solely responsible for judicial enforcement of the Fire Code. Criminal violations shall be prosecuted by the City Attorney.

5) Records and Forms.

The City shall keep and maintain accurate and complete records pertaining to the implementation of this agreement. The City shall retain all books, records, documents and other material relevant to this agreement for a period of time as required by Washington State statute. after the termination of this agreement. The County shall have full access to and the right to examine any of said materials during said period.

All records, books, documents, and other material maintained, prepared or issued in the implementation of this agreement shall be the property of the City which shall have the responsibility for their retention and release.

6) Protect Against Liability

The County and its designated personnel are authorized by the City as its agents to perform the services and functions authorized and contemplated by this agreement. In accepting this agreement, the City agrees to protect, defend and save harmless the County and all its agents, employees, and officials from any claim, actions or damages to persons or property which are based on or arise out of, directly or indirectly, the County's agents, employees or officials in their performance under this agreement. In case any claim or action is brought against the County for damages arising out of or based on, directly or indirectly, the performance of this Agreement by the County or City, the City will, upon notice

of such claim or commencement of such action, defend the same at their cost and expense and will fully satisfy and indemnify the county for any judgment or settlement of such claim or action if adverse to the County, including its attorney and legal fees.

7) Board of Appeals

The Board of Appeals established by any provision of the City Fire Code may exercise its authority to determine suitability of alternate materials, methods of construction, and reasonable interpretations of the International Codes which are the subject of this agreement. Such determinations shall be made, upon written application or request, by the Board of Appeals established by the City, if any, or by such board appointed by the County if there be none existing. The City hereby appoints such board as the City's Board of Appeals for the purpose of performing the functions authorized by City Fire Code.

8) Compensation.

In consideration of the duties and function performed by the County in accordance with this agreement, the City shall pay to the County fees as follows:

1. A fee equal to eighty percent (80%) of the Building or Fire Code permit fee for new construction inspection services
2. A fee equal to sixty-five percent (65%) of the Building or Fire Code permit fee for new construction plans review.
3. A fee equal to the currently adopted fee schedule for fire and life safety inspection of existing facilities.
4. A fee equal to the hourly rate for actual time, with a minimum 2-hour charge for fire investigation services.
5. A fee equal to the hourly rate for actual time, with a minimum 2-hour charge for any services requested but not specifically identified within this contract.

All fees collected by the City for each specific project requiring services by the County during the effective dates of this agreement shall be as set forth in the appropriate tables of the current adoption of Yakima County codes and ordinances. Where plans are incomplete, or changed so as to require additional plan checking, an additional plan-check fee shall be charged at a rate of the hourly fee of actual time established by the County. Remittance of said amounts shall be made by the City to the County on a monthly basis and shall be accompanied by a report from the City which lists the fees collected for the preceding month.

9) Effective Date and Termination.

This amended agreement shall commence and be effective on the ____ day of _____ and shall be terminated on December 31, 2014. This agreement shall automatically be renewed on a calendar year basis unless written notice of termination is given by either party by the preceding November 1 of any such year. Failure of either party to notify the other of such termination on or before November 1 of any year shall cause this agreement to automatically be renewed for the next ensuing calendar year.

Upon substantial breach or default of this agreement, either party may terminate it at any time by providing twenty (20) days written notice thereof. Such notice shall specify in detail the breach or default claimed.

IN WITNESS WHEREOF, the parties have signed this agreement on the day and year first above written.

CITY OF UNION GAP, WASHINGTON

By _____

ATTEST:

City Clerk-Treasurer

YAKIMA COUNTY, WASHINGTON
BY BOARD OF YAKIMA COUNTY
COMMISIONERS

ATTEST:

Clerk of the Board

Member

Member

Member



City Council Communication

Meeting Date: September 22, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Park Use Proposal for Soccer Fields

SYNOPSIS: The city has received multiple requests for development of additional soccer fields at Ahtanum Youth Activities Park. At the Public Works/Community Development Committee meeting on September 15, the Committee requested that the Park Board discuss the issue before it comes to the City Council for a decision. A Park Board meeting is scheduled for 4:00 p.m. on Wednesday, October 8 to review the matter.

RECOMMENDATION: Information only.

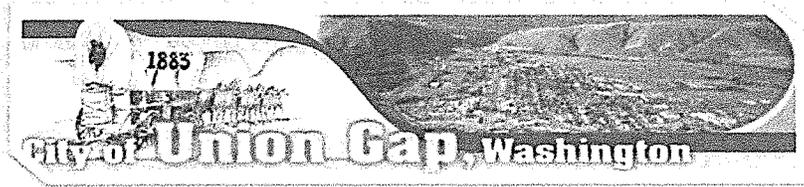
LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: September 22, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – Setting Public Hearing - Six Year Transit Development Plan

SYNOPSIS: Set Public Hearing for October 13, 2014 at 6:00 p.m. to receive public testimony on the draft amendment of the Six Year Transit Development Plan.

RECOMMENDATION: Set Public Hearing for October 13, 2014 at 6:00 p.m.

LEGAL REVIEW: City Attorney reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: Discussed at the September 8, 2014 City Council Meeting

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Resolution

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** setting a public hearing on Six Year Transit Development Plan.

WHEREAS, the City operates its own transit system within the City of Union Gap;

WHEREAS, as a result, the City is required to prepare a Six (6) Year Transit Development Plan and submit the same to the Washington State Department of Transportation (DOT);

WHEREAS, the City has developed a proposed Six Year Transit Development Plan;

WHEREAS, the City is required to conduct a public hearing concerning the Transit Development Plan;

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

A public hearing is set for Monday, October 13, 2014 at 6:00 p.m. for interested parties to appear and provide input on the proposed Six Year Transit Development Plan.

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

PASSED this 22nd day of September, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney



City Council Communication

Meeting Date: September 22, 2014
From: Gregory Cobb, Acting Public Safety Director
Topic/Issue: Fire Protection Services Contract

SYNOPSIS: Staff has modified the proposed contract for fire protection services in light of comments made at the previous council meeting.

RECOMMENDATION: Approve contract.

LEGAL REVIEW: The City Attorney has reviewed the proposed contract.

FINANCIAL REVIEW: Approving the contract with Yakima would result in savings in 2015 of \$38,228 from the 2014 budget while increasing by \$131,650 the amount placed in the fire department capital reserve account in the 2015 budget.

BACKGROUND INFORMATION: The Council had directed staff to research contract options for fire protection services. The private contract for services option was previously eliminated. The West Valley Fire Department was approached for a contract but declined to offer a proposal. The Council directed staff to have substantive discussions with the City of Yakima in reference to a contract for fire protection services.

ADDITIONAL OPTIONS: Reject the contract and increase the budget for fire protection services in 2015 significantly.

ATTACHMENTS: Proposed contract with attachments.

FIRE PROTECTION SERVICES AGREEMENT
By and Between Yakima and Union Gap

This Agreement, which hereby incorporates by reference Appendix A "Fire Protection Services Agreement Scope of Services" and Appendix B "Lease Agreement for Fire Station Facilities" and all attachments thereto, is made and entered into by and between the CITY OF YAKIMA, a municipal corporation of the State of Washington, hereinafter referred to as "Yakima" and the CITY OF UNION GAP, a municipal corporation of the State of Washington, hereinafter referred to as "Union Gap."

WITNESSETH:

WHEREAS, in accordance with RCW 39.34.030, both parties have the authority to provide fire protection and emergency medical services within their respective corporate boundaries; and

WHEREAS, Yakima has established and maintains a fire department, and is capable, within reasonable limitations, of providing service to the geographical area of Union Gap; and

WHEREAS, the parties have heretofore contracted with one another for the provision of fire service by Yakima to Union Gap, and for the purpose of enabling Union Gap to continue to utilize Yakima's fire protection, emergency medical, emergency preparedness services capabilities, and hazardous materials response in Union Gap, and thereby continue to avoid unnecessary duplication of effort and expenditures of public funds; and

WHEREAS, the service fee established for Union Gap and the method by which future service fees will be determined, as described herein, are acknowledged by both parties to be fair and equitable; and

WHEREAS, this Agreement is specifically authorized by the Interlocal Cooperation Act set forth in chapter 39.34 of the Revised Code of Washington; now, therefore

IN CONSIDERATION of the promises and agreements herein contained, and subject to the terms and conditions hereinafter set forth, it is hereby mutually understood and agreed by the parties hereto as follows:

1. Service. Scope of service is outlined in Appendix A "Fire Protection Services Agreement Scope of Services".
2. Deployment Model and Response Performance Objectives. During the term of this agreement, Yakima shall operate a cross-staffed 3-member company from the Union Gap fire station, located at 107 W. Ahtanum Rd., which station shall be leased by Yakima from Union Gap with terms as detailed in Appendix B "Lease Agreement for Fire Station Facilities". Resource deployment within Union Gap shall be consistent with the practices currently utilized by Yakima. Response performance objectives shall be in accordance with those standards and objectives outlined in RCW 52.33.030 and City of Yakima Resolution R-2007-27. EMS resource deployment shall be based upon the Criteria-Based EMS Dispatch model currently utilized by Yakima.
3. Personnel.
 - a. Career. Upon approval of this contract for service, one (1) Union Gap career Fire Captain and six (6) Union Gap career Firefighters shall become employees of the City of Yakima and shall be compensated at their current rank in accordance with the

2013-2017 IAFF Local 469 Collective Bargaining Agreement. These seven (7) Union Gap members shall retain credit for their current years of service, sick leave, holiday and vacation accruals.

- b. Volunteer/Paid On-Call. The current cadre of Volunteer Union Gap Firefighters who are active members in good standing and "Combat-Qualified" shall be maintained and utilized for emergency and non-emergency activities based from the Union Gap fire station. Yakima shall make reasonable efforts to recruit and train new volunteers during the term of the contract.

4. Discretion Regarding Manner of Providing Service. Yakima's Fire Chief shall act as Fire Chief over personnel and equipment deployed and assigned to the Union Gap fire station with all the powers and responsibilities entrusted to him or her by law. Yakima's City Manager alone shall exercise supervisory authority over the Yakima Fire Chief. In all events, Yakima shall have the sole discretion as to the personnel and equipment that will respond to each call for service. Yakima shall have complete discretion as to the order of response to calls, and shall be the sole judge as to the most expeditious, efficient and effective manner of handling and responding to calls for service or the rendering thereof. In the event that there is a vacancy in the position of Yakima Fire Chief, the Yakima City Manager shall meet and confer with the Union Gap City Manager before filling the position with a permanent replacement; however, the final decision shall be the Yakima City Manager's, alone.

5. Assets. Union Gap shall retain ownership of the following assets:

- a. Fire station facility located at 107 W. Ahtanum Rd. which shall be leased to Yakima pursuant to the terms of Appendix B.
- b. The following fire apparatus:
 - i. 2012 E-One Typhoon Fire Engine
 - ii. 1998 E-One Freightliner Fire Engine
 - iii. 1999 Ford F450 Brush Truck

Yakima shall be financially responsible for routine maintenance and minor repairs of the fire apparatus identified above. The cost of major repairs exceeding a \$5,000 threshold - whether accomplished in-house by Yakima or outsourced, shall be the financial responsibility of Union Gap.

6. Reporting. Yakima shall provide Union Gap with the following reports regarding services provided under this Agreement:

- a. During major fires or medical emergencies, Yakima shall make contact with Union Gap's City Manager or other designated responsible official (via text or phone). Union Gap shall provide the Yakima Fire Chief with the names and phone numbers for this purpose.
- b. By the first working day following a fire or major medical emergency, Yakima shall provide Union Gap with an oral and written report confirming the time and location of the incident, the cause if known, and the general nature and extent of the loss sustained and/or injuries suffered.
- c. The Yakima Fire Chief or his/her designee shall attend one regular monthly Union Gap City Council meeting. The frequency of this attendance shall be evaluated after 6 months of service and consideration shall be given to quarterly and as-needed attendance.

- d. On a quarterly basis, Yakima shall provide Union Gap with a written report illustrating the number and type of service calls for the preceding quarter, cumulative year-to-date totals, and comparative figures for the prior year.
 - e. At the end of each six-month period (i.e., June and December), Yakima shall provide Union Gap with a written report on the results of fire and life safety inspection activities.
7. Fire Advisory Committee. A committee shall be comprised of two Union Gap City Council members, the Union Gap City Manager or his designee and one member at-large (a Union Gap resident or business owner) appointed by the Union Gap City Council. The function of this committee shall be to review the effectiveness of the services provided by Yakima and to make recommendations on specific matters. The committee shall meet on a quarterly basis, time and location TBD. Frequency of the committee meetings may be amended at the discretion of the Union Gap City Manager.
 8. Service Fee. The cost of services provided pursuant to this contract shall be \$1,183,407 annually.
 9. Payment Terms. The Service Fee shall be billed on a quarterly basis at the end of March, June, September and December. If payment is not received within forty-five (45) days of billing, a second notice will be sent by certified mail. If payment is not received within thirty (30) days of the date of the second notice, such payment shall be subject to an interest charge of ten (10) percent per annum, from the due date of the payment. If payment is ninety (90) days delinquent, service may be withheld until payments, including interest, have been made.
 10. Service Fee Increases. The cost of services provided pursuant to this contract shall increase \$2.5% to \$1,212,992 on January 1, 2016 and 2.5% to \$1,243,317 on January 1, 2017. By no later than August 1, 2017 Yakima shall provide Union Gap with notice of the Service Fee to be charged beginning January 1, 2018. Such notice shall include copies of those portions of the Yakima Budget upon which the fee calculation is based. The parties agree to meet promptly following receipt of the notice of the Service Fee by Union Gap for the purpose of reviewing the Service Fee calculation and discussing changes from the prior year.
 11. Contract Term and Renewal. The term of this Agreement shall be from November 1, 2014 through December 31, 2017. If the parties so agree in writing prior to December 31, 2017, the term of this Agreement may be extended for an additional 2 years, to December 31, 2019.
 12. Assignment. No assignment or other transfer of any right or obligation under this Agreement shall be made by either party, and any attempt to so assign or transfer such right or obligation shall be a breach of this Agreement and the assignment shall be of no effect.
 13. Hold Harmless. Union Gap shall protect, defend, indemnify and save Yakima, its officers, employees and agents harmless from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Union Gap, its officers, employees or agents.

Yakima shall protect defend, indemnify and save Union Gap, its officers, employees and agents harmless from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Yakima, its officers, employees or agents.

In the event of liability for damages arising out of bodily injury or death to persons or damage to property caused by or resulting from the concurrent negligence of both parties, each party's liability hereunder shall be only to the extent of each party's own negligence.

Yakima and Union Gap each agree that its respective obligation under this section extends to any claim, demand or cause of action brought by or on behalf of any of its employees. For this purpose, Yakima and Union Gap, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claim, demand or cause of action under the Industrial Insurance provisions of Title 51 RCW.

- 14. Remedies. Dispute Resolution - Disagreements regarding this Agreement shall first be brought to the Fire Advisory Committee for its review and recommendation. If the disagreement remains, the Fire Advisory Committee shall submit the issue to the Yakima Fire Chief.
- 15. Termination. Either party may terminate this Agreement with or without cause by providing written notice of its intent to terminate to the other party. Such written notice of intent shall initiate a separation time period of 6 months during which time the parties shall work cooperatively to allow the service to revert into two individual entities.
- 16. Effective Date. Upon execution by both parties, this Agreement shall take effect on November 1, 2014.

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF YAKIMA

By _____
Its _____
Date: _____

CITY OF UNION GAP

By _____
Its _____
Date: _____

APPROVED AS TO FORM:

Yakima City Attorney

APPROVED AS TO FORM:

Union Gap City Attorney

9-22-14

APPENDIX A
FIRE PROTECTION SERVICES AGREEMENT

SCOPE OF SERVICES

1. Within the geographical city limits of Union Gap, Yakima shall provide:
 - a. Fire Suppression
 - i. Structural
 - ii. Brush/Grass
 - iii. Vehicle and Equipment
 - iv. Other Non-Structural
 - b. Emergency Medical Services
 - i. Non-transport, emergency and non-emergency EMT-B responses in accordance with Yakima County Department of EMS protocol and established Criteria-Based EMS Dispatching Protocol
 - c. Rescue
 - i. Vehicle and Equipment
 - ii. General Rescue
 - iii. Confined Space
 - iv. Water – Moving, Still and Ice
 - v. High and Low Angle
 - d. Hazardous Materials Response
 - i. Awareness and Operations-level responses
 - ii. Technician-level responses - as agents of the Tri-County Hazardous Materials Response Team
 - e. Fire Alarm response – Residential and Commercial
 - f. Emergency Responses - Other
 - g. Non-Emergency Service Calls
 - i. Examples include, but are not limited to:
 1. Utility problems – water, electrical/power lines
 2. Smoke/CO detector problems/checks
 3. Lift assists
 4. Odor investigation
 5. Unauthorized burning
 - h. Fire and Life Safety Inspections
 - i. Commercial
 - ii. Multi-Family Occupancies (3 or more families)
 - i. Fire Investigation – Cause and Origin
 - j. Self-Contained Breathing Apparatus repair and annual flow testing
 - k. Public Education
 - l. Equipment Maintenance and Repair
 - m. 5-year fire service planning
 - n. Rating service communication and coordination
 - o. Haz-met technicians
 - p. Shift fire investigators
 - q. Technical rescue (confined space and fast water)

APPENDIX B
LEASE AGREEMENT FOR FIRE STATION FACILITIES

This Lease Agreement ("Lease") is made and effective this ____ day of _____, 2014, by and between the City of Union Gap, Washington, a municipal corporation of the State of Washington (hereinafter referred to as "Union Gap" and/or Landlord") and the City of Yakima, Washington, a municipal corporation of the State of Washington (hereinafter referred to as "Yakima" and/or "Tenant").

WHEREAS, Union Gap and Yakima have entered into a Fire Protection Services Agreement for the provision of fire services by Yakima to Union Gap;

WHEREAS, as part of that Fire Protection Services Agreement, Yakima shall operate a cross-staffed 3-member company from the Union Gap's Fire Station which occupies a portion of the premises located at 107 W. Ahtanum Road (hereinafter referred to as "Fire Station");

WHEREAS, under the Fire Protection Services Agreement Yakima will lease the Fire Station from Union Gap for its use in performing its services under the Fire protection services agreement;

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Recitals.

The recitals set forth above are hereby incorporated by reference as if fully set forth herein.

2. Term.

A. Union Gap hereby leases its Fire Station to Yakima, and Yakima hereby leases the same from Union Gap, from November 1, 2014 and ending December 31, 2017 or earlier in the event that the underlying Fire Protection Services Agreement is ended earlier. This lease does not include the 1749 square feet occupied by the finance and administration department of union gap. This lease may not be terminated except as provided for herein.

B. The Lease term cannot be extended unless agreed upon in writing by the parties.

3. Lease Payments.

Yakima shall pay Union Gap the amount of \$1.00 yearly for use of the Fire Station / Lease Area.

4. Condition of Premises.

Yakima and Union Gap have inspected the premises, are fully familiar with and know its condition, and Yakima accepts the same in its present condition without any representation of Union Gap regarding the condition thereof or the improvements thereon.

5. Property Taxes.

Union Gap shall pay all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Area, if any.

6. Insurance.

Yakima shall maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities occurring on the Leased Area with the premiums thereon fully paid on or before due date, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

7. Routine Minor Maintenance and Repairs.

Yakima agrees to keep the Leased Area and all improvements thereon in as good a condition as same are received, reasonable wear and tear excepted. Yakima shall be responsible for repair of damage, if any, necessitated by acts or failure to properly use the same by Yakima, its agents, employees or invitees within the Lease Area. All other routine minor maintenance and repairs to the heating and cooling systems, electrical circuits and fixtures, plumbing fixtures, glass, carpet, curtains and improvements in common areas and elsewhere in the building and exterior maintenance shall be the responsibility of Union Gap. Yakima shall provide prompt notice to Union Gap in the event a repair is necessary and Union Gap will make the repair within a reasonable period of time.

8. Damage and Major or Emergency Repairs.

In the event that emergency repairs are necessary (repairs that do not exceed \$5000 in value) to the Leased Area, Yakima shall immediately notify the Union Gap of the need for such repairs and Yakima shall initiate such emergency repairs and bill Union Gap for the cost of such repairs. Yakima shall comply with all applicable City regulations relating to such repairs. Where repairs will exceed \$5000 in value, the City of Union Gap shall ensure that repairs are undertaken and shall bear the costs for such repairs.

9. Liens and Waste.

Yakima shall not cause nor permit any liens of any nature to be placed against the Fire Station and Leased Area except liens placed thereon by Union Gap, and Yakima shall save Union Gap harmless from and on account of all liens and all expenses and indebtedness connected therewith, except those relating to liens placed thereon by Union Gap. Yakima shall not commit nor permit any waste or nuisance to occur upon the Leased Area.

10. Alterations and Additions.

Yakima shall not make any additions or material alterations to or upon the Lease Area without first obtaining written consent of Union Gap. In making alterations or additions, Yakima shall comply with all building code provisions, municipal ordinances and regulations, and state laws which may affect or govern such work. All such additions or alterations made by Yakima shall become and remain the property of Union Gap, provided, however, that upon the termination of this lease Yakima shall, at its expense, promptly remove such additions or alterations if so requested by Union Gap.

11. **Utilities.**

Union Gap shall pay all telephone, electrical, gas, water, sewer, and usual garbage bills.

12. **Risk of Loss.**

All personal property of any kind in or on the Leased Area shall be kept there at the risk of Yakima, and Union Gap shall not be liable and Yakima waives all claims for any loss, damage or injury either to property sustained by Yakima upon or about the Leased Area.

13. **Sublease and Assignment.**

Yakima shall not sublease all or any part of the Leased Area, or assign this Lease in whole or in part without Union Gap's consent.

14. **Default.**

If default shall at any time be made by Yakima, and if said default shall continue for thirty (30) days after written notice thereof shall have been given to Yakima in writing to Yakima by Union Gap without correction thereof then having been commenced and thereafter diligently prosecuted, Union Gap may declare the term of this Lease ended and terminated by giving Yakima written notice of such intention.

15. **Quiet Possession.**

Union Gap covenants and warrants that upon performance by Yakima of its obligations hereunder, Union Gap will keep and maintain Yakima in exclusive, quiet, peaceable, undisturbed, and uninterrupted possession of the Leased Area during the term of this Lease; subject to the reasonable needs of Union Gap to enter upon the Leased Area.

16. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:
City Manager
City of Union Gap
107 W. Ahtanum Road
Union Gap, WA 98903

If to Tenant to:
Fire Chief
City of Yakima
107 W. Ahtanum Road
Union Gap, WA 98903

Union Gap and Yakima shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

17. **Waiver.**

No waiver of any default of Union Gap or Yakima hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Union Gap or Yakima shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

18. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

19. **Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Washington.

20. **Venue.**

Venue for any action pertaining to this lease, including but not limited to any action to enforce or interpret this lease, shall lie in Yakima County, Washington.

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

CITY OF UNION GAP
LANDLORD

CITY OF YAKIMA
TENANT

Rodney Otterness, City Manager

Tony O'Rourke, City Manager

9-22-14

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
September 8, 2014
MINUTES

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

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

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

Audience Present See list.

Pledge of Allegiance Mayor Wentz led the Pledge of Allegiance.

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

Approve Regular Council Meeting Minutes dated August 25, 2014 as attached to the Agenda and maintained in electronic format.

Approve EFT's and Claim Voucher Nos. 88515 through 88599 in the amount of \$324,155.01 dated September 2, 2014.

Approve EFT's and Payroll Voucher Nos. 41252 through 41269 and 88330, and 88516 through 88528 in the amount of \$371,873.07 dated August 28, 2014.

Items from the Audience There were none.

General Items

Contract for Fire Protection Services. Acting Public Safety Director Cobb introduced Yakima Fire Chief Bob Stewart who described the scope of services to be provided pursuant to a proposed Fire Protection Services Agreement between Yakima and Union Gap. Council members offered suggestions for revisions to the draft agreement. Motion by Council Member Lenz second by Council Member Murr to refer the matter to the Public Safety Committee for further discussion. Motion carried unanimously.

Main Street Revitalization Task Force Recommendation Public Works/Community Development Director Henne introduced Jeff Louman of HLA Engineering and Colie Hough-Beck of HBB Landscape Architecture for a presentation on behalf of the Main Street Revitalization Task Force. Motion by Council Member Butler second by Council Member Olson to adopt the recommendations of the Main Street

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – September 8, 2014

Revitalization Task Force. Motion carried unanimously.

Transit Development Plan
Including Bus Shelters on
Main Street

Public Works/Community Development Director Henne introduced Justin Bergener and Betsy Dunbar of Medstar Cabulance Inc. who presented the draft Transit Development Plan.

Joint Transportation
Committee Tour

Public Works/Community Development Director Henne advised the Council of a meeting with the Joint Transportation Committee on September 18. Council Members Carney, Matson, and Olson expressed interest in attending.

Items from the Audience

Ray Kemp inquired on the status of the removal of tires at Fullbright Park. Mayor Wentz replied that they are scheduled to be removed in November. Ron Simmons requested that council and staff reconsider the posted speed limit for a portion of Valley Mall Blvd which he believed is too low.

City Manager Report

City Manager Otterness thanked Scott Steinloski for his five years of service as tourism promoter. He stated that the LTAC-TPA committee will bring forward a recommendation on a new tourism promoter at a later meeting. He stated that the city has taken possession of the property at 117 Ahtanum Road next to the Pioneer Graveyard and a service project to improve the grounds of the graveyard has been scheduled for September 13 by the Yakima Third Ward and Yakima Second Ward Church of Latter Day Saints.

Communications

None

Development of next agenda

Park use proposal for soccer fields

Other Business

None

Adjournment of Meeting

At 7:51 p.m. Mayor Wentz adjourned the September 8, 2014 regular Council Meeting.

Rodney Otterness, City Manager

ATTEST

Karen Clifton, City Clerk



City Council Communication

Meeting Date: September 22, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers, September 22, 2014

SYNOPSIS: Claim Vouchers Dated September 22, 2014

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 88600 through 88687 in the amount of \$599,233.61.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Claim Voucher Roster

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 09/30/2014

Time: 14:00:27 Date: 09/16/2014

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5436	09/03/2014	Claims	2	EFT	CHASE PAYMENTECH	491.97	UB ONLINE CREDIT CARD PAYMENTS - 08/2014
5509	09/11/2014	Claims	2	EFT	WA STATE DEPT OF REVENUE	4,133.28	EXCISE TAX CORRECTIONS
5510	09/26/2014	Claims	2	EFT	WA STATE DEPT OF REVENUE	9,058.94	EXCISE TAX - 08/2014
5482	09/09/2014	Claims	2	88600	MEDSTAR	41,032.75	DIAL A RIDE/FIXED BUS ROUTE - 08/2014
5531	09/16/2014	Claims	2	88601	YAKIMA CO TREASURER	10,399.67	PROPERTY PURCHASE
5570	09/22/2014	Claims	2	88602	ACTNOW INC	897.60	FD SEC. TEMP WK ENDING -8/30/14
5571	09/22/2014	Claims	2	88603	AM SAN	28.21	AIR FRESHNER & LINERS
5572	09/22/2014	Claims	2	88604	AMERIGAS	87.77	PROPANE
5573	09/22/2014	Claims	2	88605	BOY SCOUTS OF AMERICA	150.00	SHELTER/STAGE RESERVATION - 06/23 - 06/28/2014
5574	09/22/2014	Claims	2	88606	BURROWS TRACTOR COMPANY	6.76	KEY WAY
5575	09/22/2014	Claims	2	88607	CAREY MOTORS	2,686.37	VEHICLE SERVICE #2-LOF & RECALL PERFORMED; VEHICLE SERVICE #7-BREAK REPLACEMENT, WIPER BLADE REPLACEMENT, DRIVER WINDOW SWITCH; VEHICLE SERVICE #18-LOF, REPLACEMENT OF LOWER ARM CONTROLS, BRAKE SHOE K
5576	09/22/2014	Claims	2	88608	CASCADE ANALYTICAL INC	788.19	WATER/ WASTEWATER SAMPLING
5577	09/22/2014	Claims	2	88609	CASCADE BRIDGE LLC	347,547.14	ESTIMATE NO. 3. WORK PERFORMED ON 12TH AVE BRIDGE THROUGH 08/31/2014
5578	09/22/2014	Claims	2	88610	CASCADE FIRE EQUIPMENT	201.25	HYDRANT WRENCHES
5579	09/22/2014	Claims	2	88611	CASCADE NATURAL GAS CORP	57.75	PD NATURAL GAS 8/5/14-9/3/14; 4401 1/2 & 4401 MAIN ST # 2-08/14; CH/COMM DEV-08/2014
5580	09/22/2014	Claims	2	88612	CASCADE VALLEY LUBE	31.77	BASIC SERVICE
5581	09/22/2014	Claims	2	88613	CDW GOVERNMENT INC	191.07	SECTOR PAPER
5582	09/22/2014	Claims	2	88614	CENTRAL WA AG MUSEUM	860.00	AG MUSEUM COORDINATOR - HINDERLIDER
5583	09/22/2014	Claims	2	88615	CENTURY LINK	459.61	PRI TRUNKS LEGAL-08/2014; WA TELEMTRY, SHOP FAX-8/14
5584	09/22/2014	Claims	2	88616	CHARTER COMMUNICATIONS	306.98	CH INTERNET-9/2014
5585	09/22/2014	Claims	2	88617	CINTAS CORP #605	628.01	PD MAT SVC; FIRE DEPT UNIFORM CLEANING; SR CTR MOP&MAT SERVICE; CH MAT SERVICE; PD MAT SERVICE-7/18/14, 08/01/14, 08/15/14, 08/29/14
5586	09/22/2014	Claims	2	88618	CLASSIC PRINTING	772.16	UB ENVELOPES; UB STATEMENTS - 08/2014
5587	09/22/2014	Claims	2	88619	CO-ENERGY	74.66	FAM MULTIPLEX RED #2
5588	09/22/2014	Claims	2	88620	COLUMBIA READY-MIX INC	391.25	HMA CL 3/8 PG 64-22

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 09/30/2014

Time: 14:00:27 Date: 09/16/2014

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5589	09/22/2014	Claims	2	88621	COMPLETE BATTERY SOLUTIONS LLC	27.99	2 BATTERIES
5590	09/22/2014	Claims	2	88622	CULLIGAN YAKIMA, WA	27.03	WATER SERVICE-09/14
5591	09/22/2014	Claims	2	88623	DB SECURE SHRED	46.76	CH SHRED - 8/2014
5592	09/22/2014	Claims	2	88624	LINDA DECOTEAU	22.14	Refund Utility Deposit
5593	09/22/2014	Claims	2	88625	BRIAN EGGBRECHT	92.21	Refund Utility Deposit
5594	09/22/2014	Claims	2	88626	F&M CONSTRUCTION	114.93	OVERPAYMENT REFUND
5595	09/22/2014	Claims	2	88627	FASTENERS	172.03	PW SUPPLIES
5596	09/22/2014	Claims	2	88628	FINANCIAL CONSULTANTS INTERNATIONAL, Inc	14,481.28	PD EQUIPMENT FOR SUV & FORD PI SEDAN #2
5597	09/22/2014	Claims	2	88629	FIRESTONE TIRE & SERVICE CTRS	555.43	VEHICLE REPAIR #18-NEW TIRES
5598	09/22/2014	Claims	2	88630	FIVE K COMPUTER-INTERNET-PHONES	14.95	CI.UNION-GAP.WA.US
5599	09/22/2014	Claims	2	88631	FOWLER COMPANY HD	1,577.32	PW SUPPLIES
5600	09/22/2014	Claims	2	88632	FRANK USED CARS JAKE	52.59	FREIGHT FOR TURF TIRES FOR PARK MOWER
5601	09/22/2014	Claims	2	88633	GAP AUTO PARTS	133.61	BATTERY
5602	09/22/2014	Claims	2	88634	GILLILAND LAW FIRM PLLC	170.00	CONFLICT ATTORNEY - 08/2014
5603	09/22/2014	Claims	2	88635	GERALD GRACE	17.95	Refund Utility Deposit
5604	09/22/2014	Claims	2	88636	HUMANE SOCIETY OF	2,520.00	PD ANIMAL CONTROL SERVICES AUGUST 2014
5605	09/22/2014	Claims	2	88637	INT'L PUBLIC MGMT ASSOC. FOR HR	840.00	ENTRY LEVEL POLICE TEST & ANSWER SHEET 2014
5606	09/22/2014	Claims	2	88638	JESUS JIMENEZ	150.00	AB RESERVATION - 08/30/2014
5607	09/22/2014	Claims	2	88639	JOHN DEERE FINANCIAL	183.92	HOSE & BLK LOGGER
5608	09/22/2014	Claims	2	88640	CHELSEA KENNEDY	150.00	BARN RESERVATION 09/06/2014
5609	09/22/2014	Claims	2	88641	KIMA TV	500.00	ANTIQUA FARM EQUIPMENT CLUB EXPO
5610	09/22/2014	Claims	2	88642	LEGAL COURIERS INC	30.00	LEGAL COURIER SVC - 09/2014
5611	09/22/2014	Claims	2	88643	LEXISNEXIS	153.50	ONLINE SVC - 07/2014
5612	09/22/2014	Claims	2	88644	LONG CO INC GS	227.01	GENESIS
5613	09/22/2014	Claims	2	88645	ROGELIO LOPEZ	150.00	AB RESERVATION 08/23/2014
5614	09/22/2014	Claims	2	88646	LOWES COMPANY INC	68.14	STATION SUPPLIES-LOWES(2X4 STUD); STATION SUPPLIES; E285 TOOL BAG & STATION LIGHTS
5615	09/22/2014	Claims	2	88647	LOWES COMPANY INC	340.52	TIRE AID; DUCT TAPE, METAL HLD YRD; DURACELL; MOPHEAD, BATTERIES, GLAD FORCEFLEX, RAGS, GLADE, CLOROX, FLASHLIGHTS, LYSOL WIPES
5616	09/22/2014	Claims	2	88648	LOWES COMPANY INC	0.75	PD FACILITY SUPPLIES-DRANO, COMMAND HOOK, SPRAY PAINT, DRYWALL, PRODUCT RETURN
5617	09/22/2014	Claims	2	88649	MCPHERSON LAW GROUP	2,375.00	CONFLICT ATTORNEY
5618	09/22/2014	Claims	2	88650	SIMONA MELO	150.00	BARN RESERVATION - 08/30/2014
5619	09/22/2014	Claims	2	88651	MONROE	41.33	CALC. RIBBON & TAPE

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 09/30/2014

Time: 14:00:27 Date: 09/16/2014

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5620	09/22/2014	Claims	2	88652	NATIONAL BARRICADE CO	208.50	PW SUPPLIES
5621	09/22/2014	Claims	2	88653	NEOFUNDS BY NEOPOST	550.00	POSTAGE - 09/2014
5622	09/22/2014	Claims	2	88654	ROBERT F NOE	15,887.50	PARALEGAL COVERAGE 06/14 - 07/14; CITY ATTORNEY - 09/2014
5623	09/22/2014	Claims	2	88655	OLD TIME SPRAY SERVICE	80.93	PD BUG SPRAY SERVICE SEPT 1, 2014
5624	09/22/2014	Claims	2	88656	OXARC INC	11.80	CHLORINE, ANHYDROUS HELIUM, HIGH PRESSURE, COMPLIANCE CHARGE
5625	09/22/2014	Claims	2	88657	PACIFIC POWER	28,266.61	3007 2ND ST-AUG 2014; 107 W AHTANUM-AUG 2014; PW UTILITIES-08/14; PD POWER JUL 30-AUGUST 28, 2014; LIFT STATION-08/14; LIFT STATION-08/14; WELLS-08/14; CH-8/2014
5626	09/22/2014	Claims	2	88658	PEPSI COLA - YAKIMA	110.60	PD WATER DELIVERY AND RENTAL AUGUST 2014
5627	09/22/2014	Claims	2	88659	PETTY CASH	21.91	MISC RCTS - 08 - 09/2014
5628	09/22/2014	Claims	2	88660	PRINT GUYS INC	1,829.52	CH NEWSLETTER - FALL 2014
5629	09/22/2014	Claims	2	88661	PROTECTION ONE	68.95	ALARM MONITORING-8/2014
5630	09/22/2014	Claims	2	88662	AMBER E RADKE	24.98	EMPLOYEE CEREMONY SUPPLIES
5631	09/22/2014	Claims	2	88663	REPUBLIC PUBLISHING CO	45.25	NTC OF PUBLIC HEARING-2015 BUDGET
5632	09/22/2014	Claims	2	88664	ROYCE ENTERPRISES LLC	94.00	PROCESS SERVER - 06/2014
5633	09/22/2014	Claims	2	88665	GAYLE SALI	150.00	BARN RESERVATION 8/23/2014
5634	09/22/2014	Claims	2	88666	EMILY SANCHEZ	11.23	Refund Utility Deposit
5635	09/22/2014	Claims	2	88667	SPLASH EXPRESS AUTO SERVICES LLC	6.53	CAR WASH 8/2014
5636	09/22/2014	Claims	2	88668	SPRINT ACCT #929468397	81.98	PARKS/ SR CTR-08/14
5637	09/22/2014	Claims	2	88669	SPRINT CH/FD/PW ACT #516627226	1,068.77	PW UPGRADE REFUND; PD PHONES JULY 23-AUGUST 22, 2014; FD CELLS-8/14; R 85 CELL-8/14; BUILDING/ PLANNING-08/14; PARKS-08/14; PW-08/14
5638	09/22/2014	Claims	2	88670	STAR RENTALS	277.99	PW SUPPLIES
5639	09/22/2014	Claims	2	88671	DIANA SUTTERLICT	43.22	Refund Utility Deposit
5640	09/22/2014	Claims	2	88672	UNION GAP WATER FUND & SEWER	8,119.82	PD WATER, SEWER, GARBAGE 07/21/14-08/20/14; PW UTILITIES-08/14
5641	09/22/2014	Claims	2	88673	UNION GAP	258.70	DEPOSIT CORRECTION; CH NEWSLETTER - FALL 2014; BUDGET WORKSHOP SUPPLIES
5642	09/22/2014	Claims	2	88674	UNITED STATES POSTMASTER	780.00	UB STATEMENTS - 09/2014

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 09/30/2014

Time: 14:00:27 Date: 09/16/2014

Page: 4

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5643	09/22/2014	Claims	2	88675	US BANK CARDMEMBER SVC	1,397.71	PATROL VORTEX SCOPES; BOOK-SPANISH ON THE JOB FOR LE; BUDGET WORKSHOP SUPPLIES; BACKGROUND CHECK - CAVANAUGH; FOOD FOR INMATE WORKER-POP & CHICKEN BOWL; (2) 2012 WA ST ENERGY CODE BOOK, BASIC CODE ENF
5644	09/22/2014	Claims	2	88676	US LINEN & UNIFORM	393.00	PW SERVICES-08/14
5645	09/22/2014	Claims	2	88677	VERIZON WIRELESS	84.76	CITY ADMINISTRATOR - 08/2014
5646	09/22/2014	Claims	2	88678	WA STATE PATROL	16.50	BACKGROUND CHECKS - 08/2014
5647	09/22/2014	Claims	2	88679	WACE	240.00	2014 FALL CONFERENCE- J. CAVANAUGH
5648	09/22/2014	Claims	2	88680	WAPATO POLICE DEPT	25,132.38	JAIL PRESCRIPTIONS AUGUST 2014; JAIL BILLING JULY 2014
5649	09/22/2014	Claims	2	88681	WONDRACK DIST INC	7,136.67	PW FUEL-07/14; PW FUEL-08/31
5650	09/22/2014	Claims	2	88682	YAKIMA BINDERY	53.55	PIONEER GRAVEYARD POSTER MOUNT
5651	09/22/2014	Claims	2	88683	YAKIMA CITY TREASURER	59,240.37	WASTEWATER/PRO-RATA SHARE - 08/2014
5652	09/22/2014	Claims	2	88684	YAKIMA CO COMMUNITY SERVICE	323.01	LIQUOR TAX - 2ND QTR
5653	09/22/2014	Claims	2	88685	YAKIMA COOPERATIVE ASSN	113.90	JANITOR FUEL - 8/2014
5654	09/22/2014	Claims	2	88686	YAKIMA NETWORKING	422.39	SERVER MONITORING/BACKUP/ANTI VIRUS SVC - 09/2014; COMPUTER SUPPORT - 09/02/2014
5655	09/22/2014	Claims	2	88687	YAKIMA WELDERS SUPPLY INC	11.03	O2 CYLINDER RENTAL
001 Current Expense Fund						70,647.27	
101 Street Fund						17,473.63	
107 Convention Center Reserve Fund						1,360.00	
121 Street Development Reserve Fund						357,946.81	
123 Criminal Justice Fund						14,481.28	
128 Transit System Fund						41,207.27	
401 Water Fund						21,523.61	
402 Garbage Fund						5,973.44	
403 Sewer Fund						68,505.55	
414 Water Deposits						186.75	
635 Petty Cash						-72.00	
* Transaction Has Mixed Revenue And Expense Accounts						599,233.61	Claims: 599,233.61



City Council Communication

Meeting Date: September 22, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Resolution – Cintas Corporation Contract

SYNOPSIS: The City uses Cintas Corporation for mop and mat rentals for City facilities and would like to renew our contract with them for these services.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign a contract with Cintas Corporation for mop and mat rental for City facilities.

LEGAL REVIEW: The City Attorney prepared the resolution.

FINANCIAL REVIEW: The new contract is for 5 years with a modest increase in price.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Contract

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Contract with Cintas Corporation for mop and mat rental for City facilities.

WHEREAS, the City wishes to enter into a contract with Cintas Corporation for rental of mops and mats for use in City facilities;

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

The City Manager is authorized to provide sign a contract with Contract with Cintas Corporation for mop and mat rental for City facilities.

PASSED this 22nd day of September, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

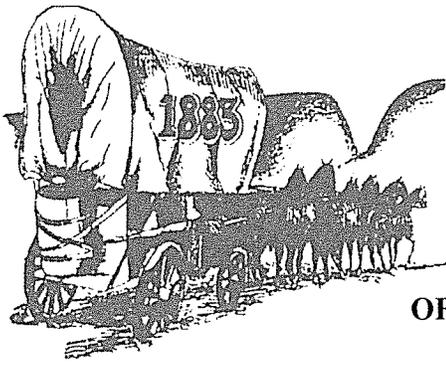
Robert F. Noe, City Attorney



FACILITY SERVICES RENTAL SERVICE AGREEMENT

1. The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of facility services rental services during the term of this agreement, all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.
2. All items will be cleaned and maintained by Company. All items that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. The weekly rental charge for any item can be terminated, but only after all items issued to Customer, or the value of same, have been returned to Company. All items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If items are lost or destroyed by any means, Customer will pay for said items at the then current replacement values.
4. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
5. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, 60 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. If the Customer receives discount pricing due to bundling of products/services, Customer acknowledges that discount is subject to Customer continuing the bundling of the product/services. Should Customer discontinue bundling, pricing may be increased to the non discounted pricing.
6. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any claims arising from defective products.
7. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
8. Additional products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than for documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all Facility Services Products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.
9. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
10. Customer certifies that Company is in no way infringing upon any existing contract between Customer and another service provider.

COMMUNICATIONS/QUESTIONS/COMMENTS



City of Union Gap

“The Old Town with New Ideas”

www.ci.union-gap.wa.us

OFFICE OF MAYOR ROGER WENTZ

Via e-mail only: opinion@yakimaherald.com

September 17, 2014

Editor
Yakima Herald Republic
P.O. Box 9668
Yakima, WA 98909

To the editor:

On behalf of the City of Union Gap, I want to thank all of the volunteers from the Second and Third Ward Churches of Latter Day Saints for the hard work they put into cleaning up Pioneer Graveyard on Saturday, September 13. 126 volunteers donated a total of 612 hours to tree and brush removal, repair of headstones, and general clean up at the Pioneer Graveyard on East Ahtanum Road in Union Gap.

The graveyard turns 150 years old next year and it was starting to show its age. Thanks to the volunteers, the graveyard now looks better than any time since poor Mrs. Priscilla Goodwin was the first person buried there in 1865 after she died during childbirth. The city has purchased property adjacent to the graveyard and all the old cars have been removed. The dilapidated building that hides the graveyard will be gone soon as well to make room for visitor parking and interpretative signage. Please stop by the Pioneer Graveyard and see all the improvements that these volunteers' hard work made possible. We have not yet scheduled the 150th anniversary commemoration of the graveyard which will be held sometime next year, but we hope all of these volunteers will come as our guests of honor.

Thank you again to these 126 public-spirited volunteers who donated a beautiful Saturday in September to this worthwhile project.

Sincerely,

Roger Wentz
Mayor



ROBERT F. NOE, PLLC
4109 TIETON DR.
YAKIMA, WA 98908
(509) 910-7372
FAX: (509) 972-3400

ROBERT F. NOE
ATTORNEY AT LAW
Bob.noelaw@gmail.com

September 16, 2014

Rodney Otterness, City Manager
City Council, City of Union Gap, Washington
Department Heads
P.O. Box 3008
Union Gap, WA 98903

Hand-delivered (to Rodney Otterness) and sent via e-mail to other recipients.

Re: Resignation – Notice of Termination of Contract

Dear Rod, Members of City Council, and Department Heads:

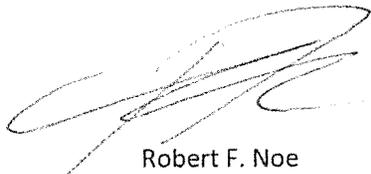
This letter follows the conversation I had with Rod yesterday. Please accept this as my letter of resignation from the position of City Attorney and my notice to the City that the contract it has with me for City Attorney services will be terminated 60 days from today's date.

I have been provided with another career opportunity that I have chosen to pursue. The choice to do so was not an easy one as I have served the City of Union Gap for over 8 years now as City Attorney. Not only do I consider the City, its Manager, Council Members, Department Heads and staff as clients, but I consider you all to be my friends as well and I have enjoyed the working relationships that I have had with all of you.

Although I am pursuing a different career path, I will still reside in the area. I will be available to assist the City in any matter concerning transition to new legal services. As you know, my firm provides prosecution services to the City as well as the civil City Attorney services I provided. The City's prosecutor can continue to seamlessly provide those services to the City if it so desires. The City is also free to explore other options for providing those services as well.

The City of Union Gap is poised to make great things happen and under the direction of Rod and the City Council I see that the City is doing many positive things for its residents. I wish you all the best in the future. Thanks again for the opportunity to serve you over the past 8 years.

Sincerely,



Robert F. Noe