

**UNION GAP CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**MONDAY, FEBRUARY 10, 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 January 27th, 2014, As attached to the Agenda and maintained in electronic format;

*B. Approve Vouchers:*

Claims Vouchers – EFT's and Voucher Nos. 87144 through 87224 for February 10, 2014, in the amount of \$238,383.95;

Payroll Vouchers – EFT's and Voucher Nos. 41083 through 41102 and 87148 through 87162 for January 30, 2014, in the amount of \$417,555.86;

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

**IV. GENERAL ITEMS**

**Public Works/Community Development**

1. Discussion - City Hall Building - Traho Architectural Report; Barbara Cline;
2. Resolution No. \_\_\_\_\_ - Yakima Transit Memorandum of Understanding;

3. Request for Action - Fire Station Re-Roof Project - Declare Project Complete and Approve Acceptance.

### **Legal**

1. Discussion – Public Facilities District;
2. Discussion – Changes to the Criminal Codes from January 27<sup>th</sup> Council Meeting;
3. Information Only – Marijuana Moritorium.

### **Council**

1. Discussion – The Lodging Tax Advisory Committee Chairman will discuss recommended policies for the Tourism Promotion Area (TPA) Fund.

### **Finance/Administration**

Ordinance No. \_\_\_\_\_ - Changing Title of the Mayor Pro-Tem to Deputy Mayor.

- 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**

2013 Development Permit Report

**VIII. BOARDS, COMMISSION & STANDING COMMITTEE REPORTS**

**IV. DEVELOPMENT OF NEXT AGENDA**

**X. ADJOURN REGULAR MEETING.**

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
*Union Gap, Washington*  
*January 27, 2013*  
**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, Matson, Butler, and Murr were present.

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

Audience Present See list.

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

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

Approve EFT's and Claim Voucher Nos. 87020 through 87090 in the amount of \$201,918.88 dated January 20, 2014.

Approve EFT's and Claim Vouchers Nos. 87091 through 87143 in the amount of \$309,345.60 dated January 27, 2014.

Motion carried unanimously.

Minutes Motion by Council Member Murr second by Council Member Olson to approve the minutes of January 13, 2014. Motion carried unanimously.

**General Items**

**Public Works/Community Development**

Ordinance No. 2843 – Amending Municipal Code; Adopting 2012 International Fire Code  
Motion by Council Member Butler second by Council Member Lenz to adopt Ordinance no. 2843 – amending the municipal code to adopt the 2012 International Fire Code. Motion carried unanimously.

Ordinance No. 2844 –

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – January 27, 2014*

Amending Municipal Code; Adopting 2012 International Building Code      Motion by Council Member Lenz second by Council Member Murr to adopt Ordinance No. 2844 amending the municipal code to adopt the 2012 International Building Code. Motion carried unanimously.

Resolution No. 14-10 – HLA Task Order 2014-1- Main Street Stormwater Improvements      Motion by Council Member Butler second by Council Member Olson to adopt Resolution No. 14-10 authorizing the City Manager to sign Task Order 2014-1 with Huibretgse Louman Associates Inc. for Main Street Stormwater Improvements – Second Street to Franklin Street. Motion carried unanimously.

Resolution No. 14-11 – HLA Task Order 2014-2- Main Street Stormwater Improvements      Motion by Council Member Olson second by Council Member Lenz to adopt Resolution No. 14-11 authorizing the City Manager to sign Task Order 2014-2 with Huibretgse Louman Associates Inc. for Main Street Stormwater Improvements – Franklin Street to Washington Street. Motion carried unanimously.

Resolution No. 14-12 – HLA Consultant Agreement – West Ahtanum Road Resurfacing      Motion by Council Member Butler second by Council Member Olson to Adopt Resolution No. 14-12 authorizing the City Manager to sign a Consultant Agreement with Huibretgse Louman Associates Inc. for West Ahtanum Road Resurfacing. Motion carried unanimously.

Appointment – Transit RFP Council Committee      Motion by Council Member Lenz second by Council Member Olson to appoint Council Members Olson, Carney, and Wentz to the Transit RFP Council Committee. Motion carried unanimously.

**Legal**

Discussion – Marijuana Moratorium      Motion by Council Member Lenz second by Council Member Olson to approve a six month marijuana moratorium. Voting on the motion – Aye: Olson, Carney, Lenz; Nay: Murr, Matson, Butler, Wentz. Motion failed.

Motion by Mayor Wentz second by Council Member Murr to approve a three month marijuana moratorium. Motion carried unanimously.

Ordinance Nos. 2845 – 2852 – Amendment to Union Gap Municipal Code      Motion by Council Member Lenz second by Council Member Murr to adopt Ordinance Nos. 2845 – 2852 with the following changes:

Ordinance No. 2847 – Municipal Code Chapter 6.04, Dogs – strike the requirement of licensing dogs that have previously been impounded; and strike the definition of “Pit bull dog”.

Ordinance No. 2846 – Municipal Code Title 5, Chapter 40 Garbage and Rubbish – change the word from “cans to containers” in section 5.04.140.

Motion carried unanimously.

**City Manager**

Discussion – Transportation Benefit District      Motion by Council Member Olson second by Council Member Carney to refer the Transportation Benefit District to committee for discussion. Motion carried unanimously.

Ordinance No. 2853 – 2014 Budget Amendment – Salary Schedules for Newly Created Positions      Motion by Council Member Lenz second by Council Member Murr to adopt Ordinance No. 2853 amending the 2014 budget to include increased salaries for newly created positions. Voting on the motion – Aye: Murr, Matson, Butler, Lenz, Wentz; Nay: Olson, Carney. Motion carried and Ordinance No. 2853 passed.

Resolution No. 14-15 – Amendment to the Legal Services Contract      Motion by Council Member Lenz second by Council Member Murr to amend the Legal Services Contract. Voting on the motion – Aye: Murr, Matson, Butler, Lenz, Wentz; Nay: Olson, Carney. Motion carried and Resolution No. 14-15 passed.

**Finance/Administration**

Ordinance No. 2854 – 2013 Budget Amendment –Year End Budget Adjustments      Motion by Council Member Murr second by Council Member Olson to adopt Ordinance No. 2854 – amending the 2013 Budget for year-end budget adjustments. Motion carried unanimously.

**Mayor**

Discussion – Council Committees      Mayor Wentz recommended that the council operate with three committees that would all meet at 6:00 p.m. on the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of each month. He further recommended that all council members sit on all committees designating the committees and chairs as follows:  
Public Works and Community Development: Co-Chairs Olson and Butler  
Public Safety: Co-Chairs Matson and Carney  
Finance and Administration: Co-Chairs Lenz and Murr  
Motion by Council Member Olson second by Council Member Carney to approve the Council Committees as proposed by the Mayor. Motion carried unanimously.

**Items from the Audience**      There were no items.

**City Manager Report**      City Manager Otterness gave an update on the Main Street Revitalization, the Y-PAC agreement allowing the Council Meetings to be viewed on the City website, Fire Protection Services, and the Gang Free Initiative.

**Communications Questions/Comments**      There were no communications.

**Boards, Commission & Standing Committee**      None reported.

**Reports**

**Development of the Next  
Agenda**

Council Member Olson requested that there be further discussion about changes to the Criminal Code ordinances.

**Recess to Executive  
Session**

**Property Acquisition  
Pursuant to RCW 42.30.110  
(b)**

At 7:00 Mayor Wentz recessed to an Executive Session for 10 minutes to discuss Property Acquisition Pursuant to RCW 42.30.110(b) Mayor Wentz, Council Members, City Manager Otterness, Public Works/Economic Development Director Henne, and City Attorney Noe attended.

Re-convened 7:10

**Adjournment of Meeting**

At 7:11 p.m. Mayor Wentz adjourned the January 27, 2014, Regular Council Meeting.

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Rodney Otterness, City Manager

ATTEST

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Karen Clifton, City Clerk



## City Council Communication

**Meeting Date:** February 10, 2014  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers, February 10, 2014

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**SYNOPSIS:** Claim Vouchers Dated February 10, 2014

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 87144 through 87224 are approved on February 10, 2014 in the amount of \$238,383.95.

**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: 02/28/2014

Time: 16:34:13 Date: 02/05/2014

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
645	02/05/2014	Claims	2	EFT	XPRESS BILL PAY	279.90	UB ONLINE PAYMENTS - 01/2014
292	01/23/2014	Claims	2	87144	BIAS SOFTWARE	478.40	2014 CONFERENCE - BISCONER & WALTMAN
295	01/27/2014	Claims	2	87145	CERTIFIABLE TRAINING	200.00	TIME, LLC - ICC PERMIT COACHING PROGRAM - A.ELY
302	01/24/2014	Claims	2	87146	ROBERT R NORTHCOTT	31,500.00	SETTLEMENT OF DISPUTED CONTRACT
303	01/24/2014	Claims	2	87147	MARISELA SCHEER	3,333.00	RELEASE OF PROPERTY TO FINDER
655	02/10/2014	Claims	2	87163	ADVANCED TRAVEL EXP. FUND	942.07	CITY ACTION DAYS - WENTZ; REIMBURSE #1079 SANTUCCI; REIMBURSE #1089 MATSON; REIMBURSE #1090 - OTTERNESS
656	02/10/2014	Claims	2	87164	BANK OF AMERICA	209.18	FC, VIRUS PROTECTION - 12/2013
657	02/10/2014	Claims	2	87165	BASIN DISPOSAL OF YAKIMA LLC	69,054.87	GA/RCY SVC - 01/2014
658	02/10/2014	Claims	2	87166	BLUMENTHAL UNIFORMS &	178.53	PD UNIFORM TIES
659	02/10/2014	Claims	2	87167	SHEILA BRYAN	51.36	Refund Utility Deposit
660	02/10/2014	Claims	2	87168	CAREY MOTORS	1,457.23	VEHICLE SERVICE-#3 LOF & WIPER BLADES; VEHICLE SERVICE #4 LOF; VEHICLE SERVICE #23-LOF, BRAKE PARTS REPAIR, OIL PAN REPLACEMENT; VEHICLE SERVICE #16 LOF
661	02/10/2014	Claims	2	87169	CASCADE FIRE EQUIPMENT	96.16	LEATHER HELMET FRONT; PD FLASHLIGHT REPAIR-STINGER LED OFF. WAY; HIGH PRESSURE HYDRO
662	02/10/2014	Claims	2	87170	CASH & CARRY	32.74	DUST MOP
663	02/10/2014	Claims	2	87171	CENTURY LINK	582.12	AG MUSEUM 12/13; CH/LIBRARY FAX-MULTIPLE 12/13; FIRE DEPT HOTLINE - JANUARY 2014; WATER TELEMETRY 01/23/2014-02/23/2014
664	02/10/2014	Claims	2	87172	CINTAS CORP #605	460.72	FIRE DEPT UNIFORM CLEANING; PD MAT SERVICE 1/17/14, 1/24/14; FIRE DEPT UNIFORM CLEANING; PD MAT SERVICE 1/31/14; FIRE DEPT UNIFORM CLEANING
665	02/10/2014	Claims	2	87173	RAFAEL CORTEZ	57.09	Refund Utility Deposit
666	02/10/2014	Claims	2	87174	JOHN CRIMIN	104.90	LEOFF 1 MEDICARE BENEFITS
667	02/10/2014	Claims	2	87175	CUMMINS NORTHWEST INC	1,519.78	E285 DOT INSP/SERVICE/COOLANT LINES REPLACED; FULL SERVICE/DOT INSPECT - BR85
668	02/10/2014	Claims	2	87176	DIVCO INC	904.85	SENIOR CENTER MOTOR, CAP REPLACEMENT; REPLACED T-STAT FOR BAY AREA HEAT
669	02/10/2014	Claims	2	87177	EMERGENCY REPORTING	203.23	FIRE/EMS REPORTING - MARCH 2014
670	02/10/2014	Claims	2	87178	FIRE RESCUE	43.00	2014 SUBSCRIPTION



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01/01/2014 To: 02/28/2014

Time: 16:34:13 Date: 02/05/2014  
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
671	02/10/2014	Claims	2	87179	FIVE K COMPUTER-INTERNET-PHONES	14.95	EMAIL WEBSITE HOSTING - FIRE (JANUARY)
672	02/10/2014	Claims	2	87180	FUTURE LINK COMMUNICATIONS	231.06	PD PHONE ISSUES-NIGHT MODE NOT WORKING
673	02/10/2014	Claims	2	87181	GAP AUTO PARTS	282.92	PD SUPPLIES-HEADLIGHTS
674	02/10/2014	Claims	2	87182	GEARJAMMER	1,744.77	PD FUEL JANUARY 1-15, 2014
675	02/10/2014	Claims	2	87183	GILLIHAN LAW OFFICE PLLC	5,700.00	PUBLIC DEFENDER - 01/2014
676	02/10/2014	Claims	2	87184	RENE ACEVEDO GUZMAN	48.50	Refund Utility Deposit
677	02/10/2014	Claims	2	87185	IN TOUCH MARKETING	7,773.62	TOURISM PROMOTER/MANAGEMENT-01/14
678	02/10/2014	Claims	2	87186	JOEL'S TIRE	312.81	VEHICLE BATTERY FOR EXPEDITION; BATTERY FOR CAR #22 & #17
679	02/10/2014	Claims	2	87187	KAYDE JOHNSON	60.87	Refund Utility Deposit
680	02/10/2014	Claims	2	87188	KAZ TROPHIES & KAZUALS	479.00	CHRISTMAS PARADE TROPHIES AND NAME PLATES; DIRECTORS AWARD; AWARD PLAQUES/PASSPORT TAGS
681	02/10/2014	Claims	2	87189	L.N. CURTIS & SONS	122.12	MAKO PURIFICATION FILTER
682	02/10/2014	Claims	2	87190	GABRIEL LEGORRETA RANGEL	47.97	Refund Utility Deposit
683	02/10/2014	Claims	2	87191	AMANDA LEIGHTY	59.14	Refund Utility Deposit Needed separate checks
684	02/10/2014	Claims	2	87192	LESLIE & CAMPBELL, INC	264.05	DRANO/ROLLERS/TAPE; PAINT SUPPLIES; EXT LATEX PAINT - BAY; BRUSHES; DUST MASKS/DUCT TAPE; STATION SUPPLIES/SMALL EQUIPMENT
685	02/10/2014	Claims	2	87193	LOWES COMPANY INC	79.09	ANTENNAS - SHOP & CITY HALL
687	02/10/2014	Claims	2	87195	MARQUI'S AUTO SALE	90.48	Refund Utility Deposit
688	02/10/2014	Claims	2	87196	NATIONAL ASSOC OF TOWN WATCH	35.00	NATIONAL NIGHT OUT MEMBERSHIP RENEWAL 2014
689	02/10/2014	Claims	2	87197	OFFICE DEPOT	22.49	PD OFFICE SUPPLIES-LAMINATING POUCHES, CD SPINDLE
690	02/10/2014	Claims	2	87198	OFFICE SOLUTIONS NORTHWEST	183.63	TAPE, INK, PARCHMENT PAPER, BINDER, PAPER CLIPS; COPY PAPER
691	02/10/2014	Claims	2	87199	RODNEY G OTTERNESS	172.91	AVIATION MUSEUM MILEAGE
692	02/10/2014	Claims	2	87200	PRINT GUYS INC	53.24	BUSINESS CARDS KAREN CLIFTON
693	02/10/2014	Claims	2	87201	REPUBLIC PUBLISHING CO	70.39	SUMMARY OF ORDINANCE #2842
694	02/10/2014	Claims	2	87202	RICOH USA INC (MAINTENANCE)	353.88	COPIER LEASE 1/11/14-02/10/14
695	02/10/2014	Claims	2	87203	SAN DIEGO POLICE EQUIPMENT CO INC	1,277.25	PD AMMUNITION 40 S&W 165 GR TMJ

## WARRANT/CHECK REGISTER

CITY OF UNION GAP  
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01/01/2014 To: 02/28/2014

Time: 16:34:13 Date: 02/05/2014  
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
696	02/10/2014	Claims	2	87204	SEA-WESTERN INC	1,724.42	MSA COUPLING/10 FUSION FIRE GLOVES; FUSION FIRE GLOVES (14)
697	02/10/2014	Claims	2	87205	SENSKE	108.05	1ST QTR PEST CONTROL - STA 85
698	02/10/2014	Claims	2	87206	SIRCHIE FINGER PRINT	212.88	PD SUPPLIES-EVIDENCE TAPE & METHAMPHETAMINE TEST KITS
699	02/10/2014	Claims	2	87207	SPRINT CH/FD/PW ACT #516627226	617.77	PD PHONES DEC 23-JAN 22, 14
700	02/10/2014	Claims	2	87208	T C TRANSPORTATION SERVICES	35,479.60	DIAL A RIDE/FIXED BUS ROUTE - 01/2014
701	02/10/2014	Claims	2	87209	THERMEX VALLEY HEATING	469.16	PD HEAT REPAIR-INSTALL NEW THERMOSTAT ON BOTH SIDES OF BUILDING
702	02/10/2014	Claims	2	87210	U-HAUL MOVING & STORAGE	422.85	CH STORAGE - 02/2014
703	02/10/2014	Claims	2	87211	UNION GAP WATER FUND & SEWER	276.24	107 WAHTANUM RD - JANUARY 2014; 3007 2ND ST - JANUARY 2014; PD WATER, SEWER, GARBAGE 12/21/13-01/20/14
704	02/10/2014	Claims	2	87212	UNION GAP	595.82	YVCOG MTG - MC, SD, & DO; TV & STAND-BREAK RM(CH)/EXTERNAL HARD DRIVE-FIRE
705	02/10/2014	Claims	2	87213	UNITED BUSINESS MACHINES	63.80	KYOCERA MITA/KM-3050 LEASE 2014 2/15-3/14
706	02/10/2014	Claims	2	87214	UNUM LIFE INSURANCE	137.40	LEOFF1 BENEFITS 02/2014
707	02/10/2014	Claims	2	87215	US BANK CARDMEMBER SVC	1,681.87	PAW MEMBERSHIP 2014 - CD STAFF; SAFETY GLASSES USA - ANTI-FOG SPRAY; CITY ACTION DAYS - WENTZ; DIVE RESCUE SLING/CARABINER/BLUE TANG KNIFE; BUTLER - AWC CITY ACTION DAYS REGISTRATION; OLSON-CITY ACTIO
708	02/10/2014	Claims	2	87216	VERIZON WIRELESS	800.42	PD MDT MODEMS DEC 14-JAN 13, 2014
709	02/10/2014	Claims	2	87217	VOLUNTEER FIREFIGHTERS	460.00	2014 PENSION AND DISABILITY FEES; CREDIT FROM 2012 PENSION
710	02/10/2014	Claims	2	87218	YAKIMA COUNTY PUBLIC SERVICES	72.38	CITY OF UG BRIDE INSPECTION
711	02/10/2014	Claims	2	87219	YAKIMA NETWORKING	328.09	MONTHLY LOCAL BACKUP SERVICE; CONFIGURED PASSWORDS SERVER A/RESOLVED TABLETS
712	02/10/2014	Claims	2	87220	YAKIMA WELDERS SUPPLY INC	11.03	MEDICAL O2 CYLINDER RENTAL
713	02/10/2014	Claims	2	87221	LESLIE & CAMPBELL, INC	56,312.81	REROOF-STATION 85 (RES 1064)

## WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2014 To: 02/28/2014

Time: 16:34:13 Date: 02/05/2014  
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
714	02/10/2014	Claims	2	87222	LESLIE & CAMPBELL, INC	2,963.83	5% RETENTION REROOF STATION 85
715	02/10/2014	Claims	2	87223	BANK OF AMERICA	3,533.96	AWC CITY ACTION DAYS - MC, RW, RO & DO. OLSON NLC REGISTRATION; ICC RESIDENTIAL BLDG INSP CERTIFICATION EXAM-JAN 9TH, 2014 8AM: M. ACEVEDO; TRAINING-LEVESQUE; NLC CONF & FLIGHT - WENTZ
716	02/10/2014	Claims	2	87224	US BANK CARDMEMBER SVC	942.30	MUSTANG ICE COMMANDER RESCUE SUIT; CHAINSAW CHAPS

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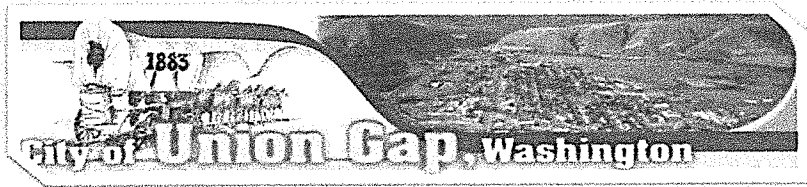
001 Current Expense Fund	64,785.47
101 Street Fund	96.50
107 Convention Center Reserve Fund	5,869.59
108 Tourism Promotion Area Fund	2,023.62
116 City Hall Building Reserve Fund	59,276.64
124 Infrastructure Reserve Fund	154.04
128 Transit System Fund	35,479.60
132 Community Events Fund	261.71
401 Water Fund	565.23
402 Garbage Fund	69,251.97
403 Sewer Fund	204.17
414 Water Deposits	415.41

Claims: 238,383.95  
 238,383.95

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:** February 10, 2014  
**From:** Karen Clifton, Director of Finance & Administration  
**Topic/Issue:** Payroll Vouchers, January 30, 2014

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

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 41083 through 41102 and 87148 through 87162 in the amount of \$417,555.86.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Payroll Voucher Roster

# WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:54:26 Date: 01/30/2014

MCAG #: 0853

01/01/2014 To: 01/31/2014

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
144	01/15/2014	Payroll	2	EFT	CHRISTOPHER P JENSEN		Deleted Payroll Entry - Lynette
145	01/15/2014	Payroll	2	EFT	CHRISTOPHER P JENSEN	2,750.00	Mid Month Draw
377	01/30/2014	Payroll	2	EFT	MISAE L ACEVEDO	2,169.06	January Payroll
378	01/30/2014	Payroll	2	EFT	BRYAN P BAUER	3,747.73	January Payroll
379	01/30/2014	Payroll	2	EFT	TERRI L BERTELSEN	2,343.11	January Payroll
380	01/30/2014	Payroll	2	EFT	LARRY BIRD	4,036.41	January Payroll
381	01/30/2014	Payroll	2	EFT	LYNETTE BISCONER	3,924.19	January Payroll
382	01/30/2014	Payroll	2	EFT	RYAN BONSEN	3,730.52	January Payroll
384	01/30/2014	Payroll	2	EFT	CRAIG G BUNTING	4,293.27	January Payroll
385	01/30/2014	Payroll	2	EFT	DAVID D BUTLER	538.65	January Payroll
386	01/30/2014	Payroll	2	EFT	MARK CARNEY	554.10	January Payroll
387	01/30/2014	Payroll	2	EFT	JEFFERY J CHARTERS	67.73	January Payroll
389	01/30/2014	Payroll	2	EFT	KAREN CLIFTON	3,771.85	January Payroll
391	01/30/2014	Payroll	2	EFT	JO COLLIER	2,383.22	January Payroll
392	01/30/2014	Payroll	2	EFT	JOSE CRUZ	136.39	January Payroll
393	01/30/2014	Payroll	2	EFT	CHRIS DAHL	3,730.05	January Payroll
394	01/30/2014	Payroll	2	EFT	ERICK MICHAEL DELP	4,249.69	January Payroll
395	01/30/2014	Payroll	2	EFT	DWIGHT M DERBY	123.14	January Payroll
397	01/30/2014	Payroll	2	EFT	RENARD T EDWARDS	3,608.90	January Payroll
398	01/30/2014	Payroll	2	EFT	ANDREA C ELY	2,298.19	January Payroll
400	01/30/2014	Payroll	2	EFT	VICTORIA M GUTIERREZ	2,137.48	January Payroll
401	01/30/2014	Payroll	2	EFT	JACOB J HEILMAN	3,787.30	January Payroll
402	01/30/2014	Payroll	2	EFT	JACK L HENDERSON	356.87	January Payroll
403	01/30/2014	Payroll	2	EFT	DENNIS HENNE	4,473.94	January Payroll
405	01/30/2014	Payroll	2	EFT	SHAWN R JAMES	4,389.39	January Payroll
406	01/30/2014	Payroll	2	EFT	CHRISTOPHER P JENSEN	2,819.54	January Payroll
407	01/30/2014	Payroll	2	EFT	CHASE KELLOGG	3,829.11	January Payroll
408	01/30/2014	Payroll	2	EFT	CHAD E LENZ	547.85	January Payroll
409	01/30/2014	Payroll	2	EFT	ALBA L LEVESQUE	3,441.04	January Payroll
410	01/30/2014	Payroll	2	EFT	JO LINDER	2,658.07	January Payroll
412	01/30/2014	Payroll	2	EFT	SHANE PATRICK MACIAS	3,159.54	January Payroll
413	01/30/2014	Payroll	2	EFT	DAVID W MATSON	552.85	January Payroll
414	01/30/2014	Payroll	2	EFT	STACE J MCKINLEY	3,458.75	January Payroll
415	01/30/2014	Payroll	2	EFT	MONTY MCNEARNEY	4,759.39	January Payroll
416	01/30/2014	Payroll	2	EFT	ROBERT MCRAE	3,391.00	January Payroll
418	01/30/2014	Payroll	2	EFT	CAROL ANN MONTGOMERY	1,480.77	January Payroll
419	01/30/2014	Payroll	2	EFT	HEATHER J MOORES	1,325.62	January Payroll
420	01/30/2014	Payroll	2	EFT	RONNIE G MORTON II	3,103.42	January Payroll
422	01/30/2014	Payroll	2	EFT	SERGIO E OCHOA	2,936.04	January Payroll
424	01/30/2014	Payroll	2	EFT	RODNEY G OTTERNESS	5,533.88	January Payroll
428	01/30/2014	Payroll	2	EFT	AMBER E RADKE	2,740.41	January Payroll
430	01/30/2014	Payroll	2	EFT	HECTOR A RIVERA	3,975.52	January Payroll
432	01/30/2014	Payroll	2	EFT	SYLVIA SANCHEZ	4,233.31	January Payroll
433	01/30/2014	Payroll	2	EFT	CURTIS J SANTUCCI	4,641.54	January Payroll
434	01/30/2014	Payroll	2	EFT	BRIANNA V SCHELHAMMER	1,979.37	January Payroll
435	01/30/2014	Payroll	2	EFT	DAVID L SPURLOCK	5,047.74	January Payroll
436	01/30/2014	Payroll	2	EFT	MICHAEL STILLWAUGH	3,515.30	January Payroll
439	01/30/2014	Payroll	2	EFT	PATRICK THOMPSON	5,213.54	January Payroll
440	01/30/2014	Payroll	2	EFT	ERIC B TURLEY	4,301.95	January Payroll
442	01/30/2014	Payroll	2	EFT	JOSEPH VANICEK	4,578.14	January Payroll
443	01/30/2014	Payroll	2	EFT	JESSE A WALRUFF	3,295.76	January Payroll
444	01/30/2014	Payroll	2	EFT	GLORIA A WALTMAN	2,521.52	January Payroll
445	01/30/2014	Payroll	2	EFT	LYDIA M WAREHIME	1,281.72	January Payroll
446	01/30/2014	Payroll	2	EFT	TERRYL D WAY	4,554.76	January Payroll
447	01/30/2014	Payroll	2	EFT	ROGER E WENTZ	511.15	January Payroll
449	01/30/2014	Payroll	2	EFT	CASEY M YEAGER	3,671.14	January Payroll

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2014 To: 01/31/2014

Time: 12:54:26 Date: 01/30/2014

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
450	01/30/2014	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	79,444.97	01/01/2014 To 01/31/2014 - Medical
451	01/30/2014	Payroll	2	EFT	INTERNAL REVENUE SERVICE	74,097.69	941 Deposit For 12/31/2013 - 12/31/2013; 941 Deposit For 01/01/2014 - 01/31/2014
452	01/30/2014	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	19,259.96	01/01/2014 To 01/31/2014 - LEOFF I; 01/01/2014 To 01/31/2014 - LEOFF II
453	01/30/2014	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	18,768.49	01/01/2014 To 01/31/2014 - PERS I; 01/01/2014 To 01/31/2014 - PERS II; 01/01/2014 To 01/31/2014 - PERS III
469	01/30/2014	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	2,575.81	LEOFF I RETIREE MEDICAL - 02/2014
1	01/01/2014	Payroll	2	41083	CASEY M YEAGER	9.96	December Correction
383	01/30/2014	Payroll	2	41084	JACOB BROWN	420.88	January Payroll
388	01/30/2014	Payroll	2	41085	TRAVIS A CHRISTOPHER	66.50	January Payroll
390	01/30/2014	Payroll	2	41086	GREGORY COBB	4,960.62	January Payroll
396	01/30/2014	Payroll	2	41087	DONALD DURKEE	3,772.93	January Payroll
399	01/30/2014	Payroll	2	41088	JOHN A FERNANDEZ	64.50	January Payroll
404	01/30/2014	Payroll	2	41089	ROBERT M HENNESSY	2,983.39	January Payroll
411	01/30/2014	Payroll	2	41090	BRIAN LINE	4,386.98	January Payroll
417	01/30/2014	Payroll	2	41091	NATHAN MILLER	302.65	January Payroll
421	01/30/2014	Payroll	2	41092	JAMES E MURR	542.65	January Payroll
423	01/30/2014	Payroll	2	41093	DAN C OLSON	552.85	January Payroll
425	01/30/2014	Payroll	2	41094	JOEL C PANATTONI	2,999.97	January Payroll
426	01/30/2014	Payroll	2	41095	RONALD PHILLIPS	3,219.34	January Payroll
427	01/30/2014	Payroll	2	41096	TYLER J QUANTRILLE	3,779.21	January Payroll
429	01/30/2014	Payroll	2	41097	PETER C RASMUSSEN	44.32	January Payroll
431	01/30/2014	Payroll	2	41098	CHRISTOPHER JOHN ROMERO	452.13	January Payroll
437	01/30/2014	Payroll	2	41099	MATTHEW W STRUNK	190.70	January Payroll
438	01/30/2014	Payroll	2	41100	ERIC A TEJEDA	6.09	January Payroll
441	01/30/2014	Payroll	2	41101	JENNY V VALLE	1,346.93	January Payroll
448	01/30/2014	Payroll	2	41102	TIMOTHY WHITEHURST	5,233.60	January Payroll
454	01/30/2014	Payroll	2	87148	ACTION COLLECTORS, INC.	612.03	01/01/2014 To 01/31/2014 - GARN
455	01/30/2014	Payroll	2	87149	AFLAC	422.74	01/01/2014 To 01/31/2014 - AFLAC; 01/01/2014 To 01/31/2014 - AFLAC Pre Tax
456	01/30/2014	Payroll	2	87150	EMPLOYEE FUND	23.00	01/01/2014 To 01/31/2014 - Employee Fund
457	01/30/2014	Payroll	2	87151	ICMA RETIREMENT TRUST#302189	14,736.04	01/01/2014 To 01/31/2014 - ICMA Retirement Trust
458	01/30/2014	Payroll	2	87152	SOLARITY CREDIT UNION	1,323.30	01/01/2014 To 01/31/2014 - IAFF Union Dues; 01/01/2014 To 01/31/2014 - FF Insurance; 01/01/2014 To 01/31/2014 - FF Employee Fund; 01/01/2014 To 01/31/2014 - FF Uniform
459	01/30/2014	Payroll	2	87153	TEAMSTERS LOCAL 760	587.00	01/01/2014 To 01/31/2014 - Teamsters Dues

## WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2014 To: 01/31/2014

Time: 12:54:26 Date: 01/30/2014  
Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
460	01/30/2014	Payroll	2	87154	TRUSTEED PLANS	603.68	01/01/2014 To 01/31/2014 - Trusteed Plans
461	01/30/2014	Payroll	2	87155	UNION GAP POLICE OFFICERS ASSN	750.00	01/01/2014 To 01/31/2014 - UGPOA Dues
462	01/30/2014	Payroll	2	87156	UNITED WAY OF YAKIMA CNTY	30.00	01/01/2014 To 01/31/2014 - United Way
463	01/30/2014	Payroll	2	87157	USABLE LIFE	89.30	01/01/2014 To 01/31/2014 - USable Life
464	01/30/2014	Payroll	2	87158	WA STATE BOARD FOR	180.00	01/01/2014 To 01/31/2014 - BVFF
465	01/30/2014	Payroll	2	87159	WA STATE COUNCIL OF CNTY	429.73	01/01/2014 To 01/31/2014 - AFCSME Dues
466	01/30/2014	Payroll	2	87160	WA STATE COUNCIL OF	150.00	01/01/2014 To 01/31/2014 - WSCOPO Dues
467	01/30/2014	Payroll	2	87161	WSCCCE TRUST	4,875.00	01/01/2014 To 01/31/2014 - WSCCE
468	01/30/2014	Payroll	2	87162	WSCFF EMPLOYEE BENEFIT TRUST	600.00	01/01/2014 To 01/31/2014 - WSCFF
						344,906.79	
						25,500.32	
						1,803.85	
						23,802.22	
						529.52	
						21,013.16	
						417,555.86	Payroll: 417,555.86

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:** February 10, 2014  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Discussion - City Hall Building - Traho Architectural Report; Barbara Cline

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**SYNOPSIS:** The City received a "Final" City Hall Building Architectural Report, provided by Traho Architects, on January 13, 2014. Barbara Cline, representing Traho Architects is presenting the Report to Council and to address / answer any questions City Council, Staff, and/or the public may have.

**RECOMMENDATION:** For Discussion Only

**LEGAL REVIEW:** N/A

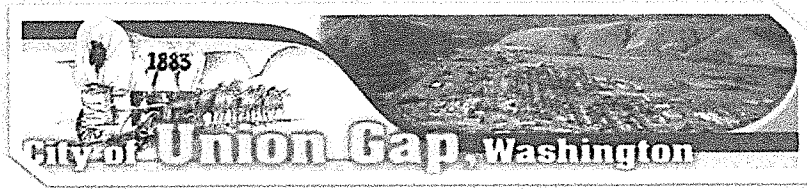
**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** "Final" City Hall Building Architectural Report provided to Council on January 14, 2014.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**





## City Council Communication

**Meeting Date:** February 10, 2014  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution - Yakima Transit Memorandum of Understanding

---

**SYNOPSIS:** Yakima Transit Memorandum Of Understanding (MOU); expanding a previous City of Yakima and the City of Union Gap, Intergovernmental Cooperative Purchasing Agreement providing flexibility for the incorporation of Union Gap Transit into Yakima Transit informational publications and mass media announcements.

**RECOMMENDATION:** Approve a Resolution authorizing the City Manager to sign a Memorandum of Understanding - Intergovernmental Cooperative Purchasing Agreement between City of Yakima – Yakima Transit and City of Union Gap.

**LEGAL REVIEW:** The City Attorney Has Reviewed the Information.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** Discussed at the February 3, Council Committee Meeting

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. MOU - Intergovernmental Cooperative Purchasing Agreement between City of Yakima – Yakima Transit and City of Union Gap

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

A **RESOLUTION** authorizing the City Manager to sign a Memorandum of Understanding with Yakima Transit for dissemination of information regarding mass transportation services.

WHEREAS, the City of Yakima has developed and operates Yakima Transit, a public mass transportation system, and has the authority to contract with any other municipal corporation or political subdivision of the state for public mass transportation services;

WHEREAS, Union Gap and the City of Yakima have previously entered into an Intergovernmental Cooperative Purchasing Agreement for the cooperative purchase and provision of public services; and,

WHEREAS, the parties desire to enter into a Memorandum of Understanding providing for dissemination of information regarding mass transportation services under the authority and within the scope of the Interlocal Agreement;

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

The City Manager is authorized to sign a Memorandum of Understanding between the City of Union Gap and Yakima Transit for dissemination of information regarding mass transportation services.

**PASSED** this 10<sup>th</sup> day of February, 2014.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk/Treasurer

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

**MEMORANDUM OF UNDERSTANDING**

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

By and Between

CITY OF YAKIMA, YAKIMA TRANSIT

And

CITY OF UNION GAP

THIS MEMORANDUM OF UNDERSTANDING is executed pursuant to the Intergovernmental Cooperative Purchasing Agreement approved February 13, 1990, by and between the CITY OF YAKIMA, for the use and benefit of Yakima Transit, and the CITY OF UNION GAP, for the uses and purposes set forth herein and below.

**I. Recitals**

A. YAKIMA TRANSIT is a division of the City of Yakima, a municipal corporation of the State of Washington, with City Hall located at 129 North 2<sup>nd</sup> Street, Yakima, WA 98901.

B. Pursuant to the provisions of RCW § 39.33.050, the City of Yakima, a municipal corporation of the state of Washington, has developed and operates a public mass transportation system through Yakima Transit, and has the authority to contract with any other municipal corporation or political subdivision of the state for public mass transportation services.

C. The CITY OF UNION GAP, hereafter called to "Union Gap," is a municipal corporation of the State of Washington with City Hall located at 102 W. Ahtanum Road, Union Gap, Washington 98903.

C. Union Gap and the City of Yakima have previously entered into an Intergovernmental Cooperative Purchasing Agreement ("Interlocal Agreement") approved by City of Yakima Resolution No. D-5695 on February 13, 1990, pursuant to the authority of RCW Chapter 39.34, for the cooperative purchase and provision of public services.

D. The parties desire to enter into this Memorandum of Understanding providing for dissemination of information regarding mass transportation services under the authority and within the scope of such Interlocal Agreement.

## II. Memorandum of Understanding

### 1. Scope of Services. The scope of services shall include the following:

(a) Union Gap Bus Routes – Bus Book. Yakima Transit will include transit information regarding Union Gap's fixed-route bus routes in Yakima Transit's Bus Book. Yakima Transit will cooperate with Union Gap to develop associated artwork and layout of such information. Yakima Transit reserves the right to approve or modify such artwork, graphic representations and copy layout, and retains sole control over all content placed within Yakima Transit's Bus Book and advertising placed on Yakima Transit vehicles. Yakima Transit will provide Union Gap with sufficient advance notice of the date of issuance of any new edition of the Bus Book to provide Union Gap a reasonable opportunity to provide updated information regarding Union Gap's fixed-route transit services, and to notify Yakima Transit of the number of copies of the Bus Book edition needed by Union Gap. The City of Yakima shall retain all copyrights and ownership of Bus Book materials.

(b) Transit Media Coverage. Yakima Transit will include Union Gap Transit in Yakima Transit's media announcements and mass transit informational publications concerning transit services offered to the public. Yakima Transit reserves the right to approve, deny, modify and edit such announcements, publications and the content thereof to meet Yakima Transit's applicable standards, and to publish and issue such publications in accordance with its determined schedules.

(c) Yakima Transit Web Site and GIS Screen. Yakima Transit will include information and designation of Union Gap fixed-route bus service on Yakima Transit's website and GIS screen, or provide a link on Yakima Transit's website to Union Gap's designated transit webpage. Yakima Transit and Union Gap will cooperate to update such information as necessary or appropriate. Yakima Transit and Union Gap will also cooperate to incorporate information and data regarding Union Gap's fixed-route bus service in any applicable "trip plan" database maintained by the City of Yakima to allow customers to include fixed-route service in Union Gap when using "trip plan" software and applications. Yakima Transit reserves the sole right to control all content of its website and GIS screen.

(d) Phone Calls Regarding Union Gap Service. Yakima Transit will modify its phone tree telephone answering service to include telephone calls regarding Union Gap bus service. Phone calls received regarding Union Gap bus service will thereupon be forwarded to the person or department in Union Gap designated by Union Gap to receive and respond to such telephone inquiries.

### 2. Compensation. Compensation for such services shall be as follows:

(a) Union Gap Bus Routes – Bus Book. Union Gap will reimburse Yakima Transit for the costs of production and publication of each edition of the Bus Book issued during the term of this agreement attributed to the production and publication of information pertaining to Union Gap's transit services included within each edition of the Bus Book. The amount of reimbursement shall be calculated by determining the number of pages of the Bus Book edition dedicated to information regarding Union Gap transit services as compared to the total number of pages in such Bus Book edition. The resulting percentage of pages attributed to Union Gap transit information shall constitute the percentage of total production and publication costs to be reimbursed by Union Gap to

Yakima Transit. By way of example, if the total number of pages of the Bus Book edition is 12 pages, with 3 pages advertising Union Gap transit services, Union Gap's percentage of reimbursement of costs would be 3/12 or ¼ of the total costs of production and publication.

Yakima Transit will provide Union Gap with the requested number of copies of each edition of the Bus Book. No additional charge will be assessed for these copies as the reimbursement described above includes publication costs.

The above methodology to determine the amount of reimbursement shall be considered the standard methodology. In the event any proposed publication of any edition of the Bus Book exceeds the average number of copies per edition over the previous two years, and such increase is attributed to increased number of copies needed by Yakima Transit, but not by Union Gap, the parties shall use the standard methodology based on the average number of copies per edition over the previous two years to determine the rate of reimbursement by Union Gap. Estimated costs are shown in Appendix A.

(b) Transit Media Coverage. The parties will cooperate on a case-by-case basis to determine compensation or reimbursement of expenses. If the parties cannot agree, the cost of such media coverage and/or advertisement shall be shared at the ratio of 1/11, with Yakima Transit responsible for ten (10) parts of the whole cost and Union Gap responsible for one (1) part of the whole cost.

(c) Yakima Transit Website and GIS Screen. Yakima Transit and Union Gap do anticipate some costs for Union Gap, arising out of inclusion of Union Gap's transit service information in Yakima Transit's website and GIS screen, See Appendix A. In the event Yakima Transit anticipates expenditure of funds identified as directly resulting from inclusion or incorporation of information or data regarding Union Gap's transit service in Yakima Transit's website or GIS screen, or to enable Yakima Transit's "trip plan" database to include Union Gap's transit service data, Yakima Transit will notify Union Gap prior to expenditure. The parties will thereupon determine the amount of reimbursement payable by Union Gap to Yakima Transit for such service if such service is implemented. Union Gap reserves the right to decline such service.

(d) Phone Calls Regarding Union Gap Service. Union Gap will reimburse Yakima Transit the cost of any telephone service charges incurred by Yakima Transit attributed to provision of a phone tree answering service directing telephone calls to Union Gap for response.

3. Payment of Reimbursement. Billing and payment of reimbursements authorized by this agreement shall be processed in accordance with the payment procedures of the parties.

4. Administration. This Memorandum of Understanding shall be jointly administered by Yakima Transit and Union Gap. The administrators for each party shall be the following named officers of each agency, together with their designees:

Yakima Transit  
Ken Mehin, Transit Manager  
Yakima Transit, City of Yakima  
2301 Fruitvale Boulevard  
Yakima, Washington 98902  
(Or successor)

Union Gap  
Dennis Henne, Public Works Director  
City of Union Gap  
102 W. Ahtanum Road  
Union Gap, Washington 98903  
(Or successor)

5. Dispute Resolution. In the event of any dispute arising under the terms of this Memorandum of Understanding, the designated administrators for each party will meet as necessary and appropriate in order to resolve such dispute. If such dispute is not resolved, the parties may seek mediation of the dispute by any mediator mutually acceptable to the parties. Each party shall be responsible for their own costs and attorney's fees incurred in preparation for and during the mediation, and shall each be responsible to pay one-half of the mediator's fee.

6. Term and Termination. This Memorandum of Understanding shall continue in effect until terminated by either party as set forth below. Either party may terminate this Memorandum of Understanding upon written Notice of Termination delivered to the other party at least thirty (30) days prior to the effective date of termination.

7. Effect of Termination. Upon the effective date of termination, all obligations of each party under this Memorandum of Understanding shall terminate, EXCEPT that the obligation to pay reimbursement incurred pursuant to Section 2 above shall continue for any work performed and/or production/publication authorized prior to the effective date of termination.

8. Acquisition and Disposal of Property. The parties do not intend to acquire any real property, or any interest therein, pursuant to this Memorandum of Understanding. Personal property and intellectual property and/or property rights may be acquired. The parties agree and understand that any intellectual property or copyrights acquired pursuant to this Memorandum of Understanding shall remain the exclusive right of the City of Yakima. Upon termination of this Memorandum of Understanding, any personal property or real property acquired, or proceeds from the sale thereof, shall be disbursed to the parties in proportion to the cost contributed by each party for the acquisition of such property.

9. Entire Agreement – Amendments. This Memorandum of Understanding contains the entire agreement of the parties regarding the items set forth herein. This Memorandum of Understanding may be amended or supplemented only in writing signed by both parties.

10. Effective Date. This Memorandum of Understanding shall be effective upon the date executed by the last party to sign below.

CITY OF YAKIMA

CITY OF UNION GAP

\_\_\_\_\_  
Tony O'Rourke, City Manager

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

Date Executed: \_\_\_\_\_

Date Executed: \_\_\_\_\_

ATTEST: ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

## Appendix A

### BUS BOOK, ADVERTISING, GIS & OTHER TRANSIT-RELATED EXPENSES

**Bus Book** - Yakima Transit prints the bus book four times annually (once per season). This includes an estimated 500 bus books per printing for distribution in Union Gap. It estimated that Union Gap will utilize four total pages in the bus book for Transit operation information (bus route & scheduling). A 40-page bus book printed at 25,000 copies costs on average \$7,347.35. Union Gap's estimated bus book expenses would be  $\$7,347.35 / 11 + \$612.28 \times 4$  editions = \$2,671.77 annually. Costs for the Bus Book also vary based on the quantity ordered for each edition. These charges are just for the printing costs. There is an additional \$30 per hour to setup the route in the bus book and for changes going forward. Estimated bus book setup is around \$360.

By adding Union Gap into Yakima Transit's bus book, Yakima Transit will receive phone calls related to Union Gap's Transit service. Yakima Transit intends to forward those calls to a number designated by Union Gap. It is hard to determine what the call volume will be.

**Transit Advertising** - Yakima Transit's estimated advertising on radio, TV and print is \$50,000 for 2014. The estimated cost to include Union Gap's transit information in Yakima Transit's advertising is estimated based on a per route share basis of 1/11 (or 9.09%) of cost = \$4,545.46. In an effort to encourage ridership in 2014, Yakima Transit is planning to expand their advertising program beyond the \$50,000 that was initially budgeted. Union Gap may choose to participate or not participate in expanded advertising efforts and associated costs would be passed on accordingly.

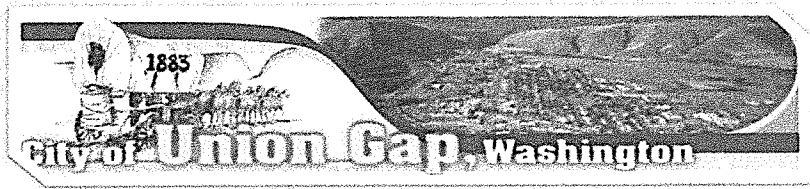
Total Estimate 2014:

Bus Book	\$2,671.77
Advertising	<u>\$4,545.46</u>
	\$7,217.23

**GIS & Related It Services** - To add Union Gap's Bus route to iBus, the estimated cost will be \$600 (8 hours at \$75 per hour). This is the schedule only. Route changes/updates are charged at \$75 per hour.

To show real-time bus location (bus positioning only), Union Gap would be required to install modems and pay for a monthly cellular service (approx. \$40 per vehicle per month). City of Yakima maintenance and data charges (separate from cellular services) for GIS real-time services are \$157 per year per modem. Yakima Transit has older modems available at \$200ea.

The modems mentioned above would be good only for showing the location of the bus on the system. A more expensive modem is required for on-board WiFi for mobile computing or bus announcements.



## City Council Communication

**Meeting Date:** February 10, 2014  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Request for Action - Fire Station Re-Roof Project - Declare Project Complete and Approve Acceptance

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**SYNOPSIS:** On August 12, 2013 the Fire Station Re-Roof Project was awarded to Leslie & Campbell Inc. in the amount of \$59,276.64. The work, performed by Leslie & Campbell Inc. has been completed satisfactorily and is now ready for final acceptance. The City is recommending Council accept this project as complete.

**RECOMMENDATION:** Consider motion to accept the Fire Station Re-Roof Project as complete and authorize release of retainage in the amount of \$2,963.83 after all conditions have been met.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** The check for retainage is included in the claims run for this meeting.

**BACKGROUND INFORMATION:**

June 28, 2013	Request for Proposals was advertised in the Yakima Herald Republic
July 16, 2013	Pre-proposal meeting held with potential responders
August 12, 2013	Council authorized City Manager to sign agreement with Leslie & Campbell Inc.
October 3, 2013	Contractor obtained proper permits
October 11, 2013	Work began
November 6, 2013	Work completed

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**





## City Council Communication

**Meeting Date:** February 10, 2014  
**From:** Robert Noe, City Attorney  
**Topic/Issue:** Discussion - Public Facilities Districts

---

**SYNOPSIS:** Public facilities districts (PFDs) are municipal corporations that can be formed under statutory authority. PFDs have taxing authority and are taxing districts under the State's constitution.

PFDs can be created by a city to perform specific statutory functions. RCW 35.57.010. PFDs can also be created by a county or jointly by a number of contiguous cities or by a combination of such cities and counties.

PFDs are limited by statute to certain purposes. City formed PFDs may only develop and operate "regional centers". Regional centers are defined to include "convention, conference, or special events center, or any combination of facilities, and related parking facilities, serving a regional population constructed, improved, or rehabilitated after July 25, 1999, at a cost of at least \$10,000,000, including debt service." RCW 35.57.020(1). PFDs created under RCW 36.100 applicable to counties can have a broader purpose. County PFDs are authorized to develop and operate sports facilities, entertainment facilities and convention facilities in addition to "regional centers" as defined above, together with contiguous parking facilities. In other words, County PFDs can develop and operate sports, convention and entertainment facilities that do not meet the \$10 million threshold and other specific requirements for regional centers.

A PFD may charge fees for the use of its facilities, levy an admissions tax not exceeding 5 percent, and impose a vehicle parking tax not exceeding 10 percent. In addition to these revenue sources, state law allows PFDs to impose two different types of sales and use taxes. Public facilities districts may impose local sales and use tax of up to 0.033 percent to finance regional centers and with voter approval and PFDs may also impose a local sales and use tax up to 0.2 percent to finance, design, construct, remodel, maintain, or operate public facilities. Nonvoted sales tax under RCW 82.1 4.390 can only be used for qualifying regional centers, regardless of whether the tax is collected by a City PFD or a County PFD. Certain PFDs also have access to a state sales tax credit which is available to fund regional centers as defined in RCW 35.57.020.

PFDs may engage in any of the following: acquire, construct, own, remodel, maintain, equip, re-equip, repair, finance, and operate one or more regional centers (in the case of County PFDs, this authority is broadened to include sports facilities, entertainment facilities and convention facilities that don't meet the regional center definition); buy or lease property; enter into interlocal agreements under RCW 39.34; impose charges and fees for the use of its facilities; and, accept gifts, grants, and donations.

PFDs must identify, in its annual budget, proposed expenditures for promotional activities and to adopt rules governing promotional hosting. In 2012 RCW 35.57 was amended in response to Wenatchee Public Facilities District default on its bond. The statute requires an independent financial feasibility review to be performed prior to any of the following: the formation of a PFD, the issuance of any indebtedness by a PFD, or the long-term lease, purchase, or development of a facility.

The City of Union Gap is part of an existing PFD known as the Yakima Regional Public Facilities District. The PFD was formed through an interlocal agreement between the cities of Yakima, Union Gap, and Selah in 2001. A copy of Interlocal Agreement is attached hereto as **Attachment "A"**. Since the formation the PFD has identified two projects determined to be regional centers (the Yakima Convention Center and the Capitol Theater). The PFD issued indebtedness in the form of bonds for both projects. The bonds exist for a time certain and are due to mature as provided for in the City of Yakima's Comprehensive Annual Financial Report (CAFR) concerning general obligation bonds attached hereto as **Attachment "B"**. Under the terms of the Interlocal Agreement (Attachment A) the Yakima Regional Public Facilities District shall continue in existence so long as any bond debt remains outstanding (see Attachment B), unless Yakima takes measures to dissolve it sooner.

In the event the City of Union Gap wishes to form a PFD prior to dissolution of the Yakima Regional Public Facilities District, there does not appear to be any statutory prohibition against a city being part of or forming more than one PFD.

**RECOMMENDATION:** Information Only.

**LEGAL REVIEW:** The City Attorney has reviewed this issue

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:** 1. Interlocal Agreement forming Yakima Regional PFD (Attachment "A")  
2. An excerpt from Yakima's Comprehensive Annual Financial Report (Attachment "B").

**Public Facilities District**  
**Interlocal Agreement forming Yakima Regional PFD**

**Attachment A**

ORIGINAL  
COPY

INTERLOCAL COOPERATION AGREEMENT  
TO FORM A PUBLIC FACILITIES DISTRICT

By and Among

THE CITY OF YAKIMA

THE CITY OF SELAH

and

THE CITY OF UNION GAP

This INTERLOCAL COOPERATION AGREEMENT TO FORM A PUBLIC FACILITIES DISTRICT (the "Agreement") is executed by and among the CITY OF YAKIMA, WASHINGTON ("Yakima"), the CITY OF SELAH, WASHINGTON ("Selah") and the CITY OF UNION GAP, WASHINGTON ("Union Gap") (Yakima, Selah and Union Gap are collectively referred to herein as "the Parties") for the purposes of establishing a multi-city public facilities district to assist in the financing, development and operation of, regional convention center facilities; stimulating economic development by creating jobs, realizing additional sales tax and lodging tax revenues and attracting commercial business and tourism; and providing facilities for community events including public meetings and performing arts events. The Parties enter into this Agreement effective as of the date of execution by all three Parties, for the purposes and under the terms contained herein.

WHEREAS, Yakima currently owns and operates the Yakima Convention Center (the "Convention Center"), providing first-class meeting, ballroom and other event facilities;

WHEREAS, the Parties desire to expand the Convention Center, at an estimated cost of over \$10,000,000 (the "Project");

WHEREAS, Chap. 35.57 RCW (the "Act") authorizes one or more contiguous cities located in a county with a population of less than one million to create a public facilities district (a "PFD") to acquire, remodel, finance, and operate one or more "regional centers";

WHEREAS, "regional centers" are defined to include, among other things, existing convention centers to be improved at a cost of at least ten million dollars including debt service;

WHEREAS, PFDs have access to several new revenue sources, including a state sales and use tax credit (the "Sales Tax"), which operates to shift 0.033% of the retail sales and use taxes generated within the PFD boundaries to the PFD;

WHEREAS, in order to complete the Project and access the Sales Tax, the Parties wish to create a PFD solely for the purpose of acquiring, constructing, owning, remodeling, maintaining, equipping, re-equipping, repairing, financing and operating regional centers, as defined in the Act (the "District");

WHEREAS, the Act requires a 33% local match of the net present value of the Sales Tax to be collected by the District in order for the District to impose the Sales Tax and, accordingly, Yakima will transfer a leasehold interest in the Convention Center and the underlying site to the District in satisfaction of this match requirement (the value of the Convention Center and the underlying site is approximately \$11,800,000);

WHEREAS, the value of leasehold interest is estimated to significantly exceed the net present value of 33% of the projected Sales Taxes of the District (approximately \$2.4 million);

WHEREAS, pursuant to the Design, Development, Construction, Financing and Operating Agreement between Yakima and the District, the District will sublease the Convention Center and the underlying site to Yakima, and Yakima will design, develop, construct, operate

and maintain the property in return for certain rights, including the right to retain all revenues of the Convention Center;

WHEREAS, subject to certain limitations set forth herein, Yakima intends to issue bonds and apply bond proceeds to finance the Project, in consideration for the District's pledge of Sales Tax receipts to Yakima to pay debt service on the bonds and other Regional Center costs;

WHEREAS, the Parties are authorized and empowered to enter into this Agreement pursuant to Chap. 39.34 RCW;

NOW THEREFORE, in consideration of mutual promises and covenants herein, the Parties agree:

Section 1. Definitions. Except for the terms defined in this section, and unless the context indicates otherwise, for the purposes of this Agreement and the Related Documents, the Parties shall use the definitions found in Chap. 35.57 RCW as they may be amended.

*Additional Bonds* means Completion Bonds or Refunding Bonds issued by Yakima.

*Additional Revenue* means all revenue received by the District (or by Yakima on behalf of the District), including gifts, grants, donations, Admission Charges, Admission Taxes, Parking Charges, Parking Taxes, Voted Sales Taxes and any other revenue received by the District and derived from the District's operation of the facilities, including investment income; *but excluding* Sales Tax Revenue and amounts received from Yakima pursuant to Section III(C) of the Development Agreement (including investment earning thereon).

*Administrative Costs* means the costs of the District incurred in administering the District and the Development Agreement. Administrative Costs shall be specified in the District's annual budget submitted to Yakima for approval and to Selah and Union Gap for review and comment.

*Admissions Charge* means any charge imposed by the District (or by Yakima on behalf of the District) for admission to its facilities, including charges for season tickets or subscriptions; cover charges, or charges for use of seats and tables, and other similar accommodations; charges for food and refreshment if free entertainment, recreation, or amusement is provided; charges for rental or use of equipment or facilities for purposes of recreation or amusement; and automobile parking charges if the amount of the charge is determined according to the number of passengers in the automobile.

*Admission Tax* means any tax imposed by the District pursuant to RCW 35.57.100 to be paid by any person who pays an Admissions Charge.

*Agreement* means this interlocal agreement.

*Bond Counsel* means a firm of lawyers nationally recognized and accepted as bond counsel and so employed by Yakima.

**Bond Ordinance** means the ordinance of the Yakima Council authorizing the issuance of the Bonds and any amendments and supplements.

**Bonds** means the bonds, notes or other evidences of indebtedness issued pursuant to and under authority of the Bond Ordinance to provide for the financing or refinancing of the Project. Yakima reserves the right not to issue the Bonds if, at the time the Bonds are to be sold, the total interest cost on the Bonds exceeds 5.55%.

**Board** means the governing body vested with the management of the affairs of the District.

**Bylaws** means the rules adopted for the regulation or management of the affairs of the District approved by this Agreement and all subsequent amendments.

**Charter** means the articles of organization of the District approved by this Agreement and all subsequent amendments.

**Code** means the Internal Revenue Code of 1986, as amended, and all applicable regulations and rulings thereunder.

**Completion Bonds** means additional bonds of Yakima issued to pay Costs of the Project.

**Costs of the Project** means all capital costs that are paid or incurred by Yakima in connection with the design, development and construction of the Project, including, but not limited to all or a portion of the interest on Bonds during the period of construction of such improvements, and for a period of time thereafter; amounts required to meet any reserve requirement for the Bonds; the cost of paying or reimbursing Yakima or any fund thereof for expenses, including planning, permitting and design expenses, incident and properly allocable to the Project; and all other items of expense incident and properly allocable to designing, developing and constructing the Project, financing the Project and placing the Project in operation.

**Debt Service** means the amount to be paid on the next succeeding Payment Date to pay the principal of, premium, if any, and interest on Bonds and any Additional Bonds coming due on such Payment Date.

**Debt Service Fund** means the special fund(s) or account(s) established by Yakima pursuant to the Bond Ordinance or a Supplemental Bond Ordinance for the purpose of paying the principal of, premium, if any, and interest on Bonds and/or any Additional Bonds.

**Debt Service Reserve Fund** means the Debt Service Reserve Fund (or Account), if any, established by Yakima under the Bond Ordinance or Supplemental Bond Ordinance, which secures the Bonds and/or any Additional Bonds.

***Development Agreement*** means the Design, Development, Construction, Financing and Operating Agreement by and between Yakima and the District.

***District*** means the public facilities district created pursuant to Section 1.

***Favorable Opinion of Bond Counsel*** means, with respect to any action, a written legal opinion of Bond Counsel addressed to Yakima, to the effect that such action is permitted under the laws of the State and under applicable ordinances of the Yakima Council, including the Bond Ordinance and any Supplemental Bond Ordinance, and will not impair the exclusion of interest on a Bond or any other bonds of Yakima from gross income for federal income tax purposes under the Code (subject to the inclusion of any exceptions contained in the opinion delivered upon original issuance of such bond).

***Lease Agreement*** means the Lease Agreement by and between Yakima and the District providing for the transfer of a leasehold interest in the Convention Center and the underlying site to the District in satisfaction of the match required under RCW 82.14.390.

***Lodging Taxes*** means lodging taxes received by Yakima pursuant to Chap. 67 RCW.

***Net Proceeds***, when used with reference to the Bonds, means the principal amount of such Bonds, plus original issue premium, if any, and less original issue discount, if any, and less the proceeds of the Bonds used to pay costs of issuance or deposited in the Debt Service Reserve Fund.

***Operating Manual*** means the Operating Standards Manual for the expanded Convention Center.

***Outstanding***, when used as of any particular time with reference to Bonds or Additional Bonds, means all Bonds or Additional Bonds authenticated and delivered by Yakima under the Bond Ordinance or any Supplemental Bond Ordinance except (1) Bonds or Additional Bonds theretofore cancelled by Yakima or surrendered to Yakima for cancellation; (2) Bonds or Additional Bonds with respect to which all liability of Yakima shall have been discharged in accordance with the Bond Ordinance or Supplemental Bond Ordinance, as applicable, and (3) Bonds or Additional Bonds for the transfer or exchange of, or in lieu of, or in substitution for which other Bonds or Additional Bonds shall have been authenticated and delivered by Yakima pursuant to the Bond Ordinance or Supplemental Bond Ordinance, as applicable.

***Parking Charge*** means "vehicle parking charges" as defined in RCW 35.57.110.

***Parking Tax*** means a tax on any vehicle parking charge imposed at any parking facility that is owned or leased by the District pursuant to RCW 35.57.110.

***Payment Date*** means the dates specified in the Bond Ordinance, or any Supplemental Bond Ordinance, as dates for the payment of interest on, principal of or premium, if any, with respect to the Bonds or any Additional Bonds.



***PFD Revenue Reserve Fund*** means the PFD Revenue Reserve Fund (or Account), if any, established by Yakima under the Bond Ordinance or Supplemental Bond Ordinance. The amount of revenue consisting of the District's Sales Tax Revenue received by Yakima that shall be maintained in the PFD Revenue Reserve Fund shall be determined at the time that the Bonds are issued.

***Predevelopment Costs*** means the cost of all planning, legal, architectural, engineering and other services incurred by Yakima in connection with the Project until the date of issuance of the Bonds.

***Project*** means the design, construction, and operation of the additions to the Convention Center, as described in the Project Documents.

***Project Documents*** means all design documents (including drawings describing the structural, mechanical, acoustical, lighting, and electrical systems of the Project, detailed site plans, preliminary specifications, and schematic design documents), construction documents (including all drawings and specifications necessary to completely describe the Project in detail to a contractor for the purposes of bidding and construction, schedules, plans and specifications, and the construction contract) and Project budgets (setting forth the construction contract cost, taxes, all contingencies, fees and allowances).

***Related Documents*** mean the Charter, the Lease Agreement, the Bylaws and the Development Agreement.

***Refunding Bonds*** means bonds, notes or other evidence of indebtedness of Yakima the proceeds of which will be used to refund Bonds.

***Sales Tax*** means the nonvoted sales and use tax to be imposed by the District in accordance with RCW 82.14.390 at a rate not to exceed 0.033% of the selling price in the case of a sales tax or value of the article used in the case of a use tax, which tax shall be deducted from the amount of tax otherwise required to be collected or paid over to the State's Department of Revenue and shall expire when the Bonds and any Additional Bonds are retired, or, in any event, not more than 25 years after the Sales Tax is first collected.

***Sales Tax Revenue*** means all Sales Taxes received by the District.

***Selah*** means the City of Selah, Washington, a municipal corporation of the State, as now or hereafter constituted.

***State*** means the State of Washington.

***Supplemental Bond Ordinance*** means any ordinance adopted by the Yakima Council amending or supplementing the Bond Ordinance, including any ordinance adopted by the Yakima Council in connection with the issuance of Additional Bonds.

*Union Gap* means the City of Union Gap, Washington, a municipal corporation of the State, as now or hereafter constituted.

*Voted Sales Tax* means any sales and use tax imposed by the District pursuant to RCW 82.14.048 and approved by the voters.

*Yakima* means the City of Yakima, a municipal corporation of the State, as now or hereafter constituted.

*Yakima City Manager* means the City Manager of Yakima, or any successor to the office.

*Yakima Council* means the City Council of Yakima, or any successor thereto as provided by law.

Section 2. Formation of the District. Pursuant to RCW 35.57.010(1), the Parties hereby create a public facilities district. The District shall be a municipal corporation, an independent taxing authority and a taxing district, with the powers and limitations as set forth in its Charter and this Agreement. The District shall be coextensive with the boundaries of the Parties, as the same may be amended from time to time.

Section 3. Name. The name of the District shall be the Yakima Regional Public Facilities District.

Section 4. Purpose. The District shall acquire (by purchase, lease or otherwise), construct, own, remodel, maintain, equip, reequip, repair, finance, and/or operate (either directly or by contract) one or more Regional Centers, as defined in RCW 35.57.020. Specifically, the District shall acquire a leasehold interest in the Convention Center, and finance the Project and related parking facilities in accordance with the Development Agreement.

Section 5. General Powers. Except as limited by State law, this Agreement and the Charter, the District shall have and may exercise all lawful powers necessary or convenient to affect the purposes for which the District is organized and to perform authorized corporate functions.

Section 6. Specific Powers. Without limitation, the District shall have the following specific powers:

- (a) to acquire (by purchase, lease or otherwise), construct, own, remodel, maintain, equip, reequip, repair, finance, and operate (either directly or by contract) the Convention Center, the Project, related parking facilities and any other Regional Center, subject to the limitations set forth in Section 7;
- (b) to accept and expend gifts, grants, and donations;
- (c) to impose the following charges, fees, and taxes authorized in RCW 35.57.040:

- (i) Admission Charges, Parking Charges and any other fees or charges for the use of any of its facilities, subject to the limitations set forth in Section 7;
  - (ii) Admission Taxes, subject to the limitations set forth in Section 7;
  - (iii) Parking Taxes, subject to the limitations set forth in Section 7;
  - (iv) Voted Sales Taxes, subject to the limitations set forth in Section 7;
  - (v) Sales Taxes at a rate not to exceed the limit set forth in RCW 82.14.390 to be collected from those persons who are taxable by the State under Chaps. 82.08 and 82.12 RCW upon the occurrence of any taxable event within the District;
- (d) to use Sales Tax Revenue, Additional Revenue and other receipts for its purposes;
- (e) to contract with a public or private entity (including but not limited to Yakima) for the construction, financing, operation and/or management of the Project, related parking or for any other Regional Center owned or operated by the District, subject to Section 18;
- (f) to use the supplemental alternative public works contracting procedures set forth in Chap. 39.10 RCW;
- (g) to acquire and transfer real and personal property by lease, sublease, purchase, or sale, subject to the limitations set forth in Section 7; and
- (h) to issue general obligation bonds (subject to statutory debt limits) or revenue bonds.

Section 7. Limitations on Powers.

- (a) *No Power of Eminent Domain.* The District shall not have the power of eminent domain.
- (b) *Additional Regional Centers – Yakima Approval.* The District’s power to acquire, construct, own, remodel, maintain, equip, reequip, repair, finance, and operate (either directly or by contract) any Regional Center other than the Convention Center, the Project and related parking facilities is subject to the approval of Yakima;

- (c) *Convention Center Expansion Project – Yakima Approval.*
- (i) *Yakima Approval of Parking Taxes and Admission Taxes.* In consideration for Yakima’s agreement to issue the Bonds and apply Net Proceeds to pay Predevelopment Costs (to the extent that such costs are not to be paid from Sales Tax Revenue) and Costs of the Project under the terms of the Development Agreement, the District’s power to impose Admission Taxes and Parking Taxes shall be subject to the approval of the Yakima Council.
- (ii) *Yakima Approval of Admission Charges and Parking Charges.* In consideration for Yakima’s agreement to apply Lodging Taxes to pay a portion of the costs of operating and maintaining the Convention Center and the Project under the terms of the Development Agreement, the District’s power to impose charges and fees, including all Admission Charges and Parking Charges, shall be subject to the approval of the Yakima Council.
- (iii) *Yakima Approval of Gambling Activity and Public Display of Artwork.* In consideration of Yakima’s agreement to issue the Bonds and apply Net Proceeds to pay Predevelopment Costs (to the extent that such costs are not to be paid from Sales Tax Revenue) and Costs of the Project under the terms of the Development Agreement, and in consideration for Yakima’s agreement to apply Lodging Taxes to pay a portion of the costs of operating and maintaining the Convention Center and the Project under the terms of the Development Agreement, the following activities shall be subject to the approval of the Yakima Council:
- a. any gambling activity under the authority of the District at the Convention Center; and
- b. any public display of artwork under the authority of the District at the Convention Center.
- (iv) *Annual Budget Approval and Approval of Property Transfers.* In consideration for Yakima’s agreement to issue the Bonds and apply Net Proceeds to pay Predevelopment Costs (to the extent that such costs are not to be paid from Sales Tax Revenue) and Costs of the Project under the terms of the Development Agreement and in consideration of Yakima’s agreement to apply Lodging Taxes to pay a portion of the costs of operating and maintaining the Convention Center under the terms of the Development Agreement, the District’s annual budget, including Administrative Costs, shall be subject to the approval of the Yakima Council. The District shall forward its proposed annual budget to the Parties (for review and comment by Selah and Union Gap and for approval by the Yakima Council) no later than September 1 of the year

prior to the budget year. The District shall also forward any amendment to its approved annual budget to Yakima for approval and to Selah and Union Gap for review and comment. In addition, any acquisition or transfer of real and personal property with a value over \$100,000 by lease, sublease, purchase, or sale by the District shall be subject to approval by the Yakima Council.

(d) *Party Approval of Voted Sales Tax.* Prior to placing on the ballot any Voted Sales Tax, the District shall forward the draft proposed ballot language to each of the Parties. The District's power to impose the Voted Sales Tax is subject to the approval of each of the Parties.

(e) *No Political Activity.* No funds, assets or property of the District shall be used for any political activity, except as set forth in the Charter.

(f) *No Private Inurement.* The District shall not operate in a manner that creates any private inurement, except that the District may compensate employees; reimburse employees, Board members, volunteers and agents for reasonable expenses; defend and indemnify Board members or employees acting in good faith on behalf of the District and within the scope of their duties; hold harmless Board members or employees acting in good faith on behalf of the District and within the scope of their duties and provide liability insurance for employees, Board members, volunteers or other agents.

Section 8. Charter. The Charter is hereby approved in the form set forth as Exhibit A. The Charter shall be deemed issued upon execution of this Agreement by all of the Parties. The Charter shall be issued in duplicate originals, each bearing the Yakima seal attested by the City Clerk of Yakima. One original shall be filed with Yakima; duplicate originals shall be provided to the District and to the City Clerks of Selah and Union Gap. The Charter shall be amended only with the approval of each of the Parties.

Section 9. Effect of Issuance of Charter. The District shall commence its existence effective upon issuance of the Charter by Yakima pursuant to Section 8 (that is, upon execution of this Agreement by all of the Parties). Except as against the State or the Parties in a proceeding to cancel or revoke the Charter, delivery of a duplicate original Charter shall conclusively establish that the District has been established in compliance with the procedures of this Agreement.

Section 10. Board of Directors. A board consisting of seven directors (the "Board"), as described in the Charter, is hereby established to govern the affairs of the District. The directors shall be appointed and serve their terms as provided in the Charter. All corporate powers of the District shall be exercised by or under the authority of the Board; and the business, property and affairs of the District shall be managed under the direction of the Board, except as may be otherwise provided for by law, this Agreement, or in the Charter.

Section 11. Board Removal. As set forth in the Charter, if it is determined for any reason that any or all of the Board members should be removed from office, the City Council for

the City that originally appointed the Board member to be removed may by ordinance remove that Board member from office. The term of any Board member removed pursuant to this section shall expire when the removal ordinance takes effect. Vacancies created under this section shall be filled in the manner provided in the Charter.

Section 12. Organizational Meeting. Upon issuance of the Charter, the Yakima City Manager or his designee shall call an organizational meeting of the initial Board within 30 days, giving at least three days' advance written notice to each Board Member, unless waived in writing. At such meeting, the Board shall organize itself, may appoint officers, and shall select the District's place of business.

Section 13. Bylaws.

(a) The initial Bylaws of the District are hereby approved in the form set forth at Exhibit B. The power to alter, amend, or repeal the Bylaws or adopt new ones shall be vested in the Board, except as otherwise provided in this Agreement or in the Charter. The Bylaws shall be consistent with the Charter.

(b) As necessary and appropriate in the discretion of the Yakima Council, the Yakima Council may amend the Bylaws by ordinance adopted at or after a public meeting held with notice to the District, Selah and Union Gap. Amendments to the Bylaws adopted by the Yakima Council may not be further amended by the District for one year except with Yakima Council approval.

Section 14. Dissolution.

So long as the Bonds are Outstanding, if the Yakima Council makes an affirmative finding that dissolution is warranted for any reason, the existence of the District may be terminated by ordinance of the Yakima Council adopted at or after a public meeting, held with notice to the City of Selah, the City of Union Gap, the District and the Board and affording a reasonable opportunity to be heard and present testimony. At such time as the Bonds are no longer Outstanding, if all three of the Parties make an affirmative finding that dissolution is warranted for any reason, the existence of the District may be terminated by ordinance of the City Council of all three Parties adopted at or after a public meeting, held with notice to the other Parties, the District and the Board and affording a reasonable opportunity to be heard and present testimony. In either event, dissolution shall be accomplished as provided in the Charter, and shall not take effect until proper provision has been made for disposition of all District assets.

At such time as the Bonds are no longer Outstanding, one or two of the Parties may withdraw from this Agreement, by ordinance of the City Council of such Party or Parties, adopted at or after a public meeting, held with notice to the other Parties, the District and the Board and affording a reasonable opportunity to be heard and present testimony. In such event, the District shall not be dissolved but shall continue its existence in all respects, except that the boundaries of the District shall be deemed revised to exclude the territory of the withdrawing Party(ies).

Upon satisfactory completion of dissolution proceedings, the City Clerk of Yakima shall indicate such dissolution by inscription of "Charter cancelled" on the Charter of the District on file with the City and, when available, on the duplicate originals of the District, Selah and Union Gap, and the existence of the District shall cease. The City Clerk of Yakima shall give notice thereof pursuant to State law and to other persons requested by the District in its dissolution statement.

The Parties hereby acknowledge that the District's assets and property will largely be derived from Yakima. Specifically, Yakima will transfer a leasehold interest in the Convention Center and the underlying site to the District, will issue bonds to pay Predevelopment Costs (to the extent that such costs are not to be paid from Sales Tax Revenue) and Costs of the Project, will construct the Project, and will apply Lodging Taxes to pay a portion of the cost of operating and maintaining the Convention Center and the Project. Accordingly, upon dissolution of the District and the winding up of its affairs, all of the District interest in the Convention Center, the site, the Project, and all assets or property of the District that are proceeds of the foregoing shall vest in Yakima unless the Yakima Council or a trustee or court has provided for the transfer of the District's interest in the Convention Center, the site, the Project, and proceeds of the District to a qualified entity or entities that will fulfill the purposes for which the District was chartered.

At such time as the District acquires any other Regional Center, the Parties shall enter into a plan providing for the disposition of such Regional Center and related assets upon dissolution of the District. If Selah or Union Gap fail to enter into such a plan, then upon dissolution of the District and the winding up of its affairs, title to such Regional Center and all assets or property of the District that are proceeds of the foregoing shall vest in Yakima unless the Yakima Council or a trustee or court has provided for the transfer of the such Regional Center and proceeds of the District to a qualified entity or entities that will fulfill the purposes for which the District was chartered.

Section 15. Indemnification. The City of Yakima shall indemnify and hold harmless the Cities of Union Gap and Selah from any liability arising from a challenge to the formation of the Yakima Regional Public Facilities District under RCW 35.57.010.

Section 16. Ancillary Authority. The Yakima City Manager is granted all such power and authority as reasonably necessary or convenient to enable him or her to administer this Agreement efficiently and to perform the duties imposed in this Agreement and the Related Documents.

Section 17. Term of Agreement. This Agreement shall automatically terminate on the date on which District is dissolved pursuant to Section 14. Termination shall not relieve any Party of responsibility for meeting financial and other obligations outstanding at the time of termination.

Section 18. Transfer of the Convention Center to the District. Yakima hereby agrees to enter into the Lease Agreement. The Parties agree that the transfer of a leasehold interest in the Convention Center and the underlying site to the District pursuant to the Lease Agreement shall constitute a donation from the City to the District to be used for the construction, improvement or rehabilitation of a Regional Center as defined in RCW 82.14.390. The value of the Convention Center and the underlying site is approximately \$11,800,000. The Parties agree that the value of the leasehold interest in the Convention Center and the underlying site to be transferred pursuant to the Lease Agreement is substantially more than the net present value of 33% of total Sales Taxes to be received by the District (approximately \$2.4 million).

Section 19. Management Agreements. Any management contract entered into by the District or Yakima for the operation or management of the Convention Center and the Project shall be consistent with the Development Agreement. Prior to executing any management contract (with the exception of the Development Agreement), the District or Yakima, as applicable, shall have received a Favorable Opinion of Bond Counsel regarding the terms of the management contract.

Section 20. Limitation of Liability. The District is a separate legal entity. All liabilities incurred by the District shall be satisfied exclusively from the assets, credit, and properties of the District, and no creditor or other person shall have any right of action against or recourse to the Parties, their assets, credit, or services, on account of any debts, obligations, liabilities or acts or omissions of the District.

Section 21. Non-Waiver. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Agreement.

Section 22. No Third-Party Beneficiary. This Agreement is entered into for the benefit of the residents of the Parties to facilitate the completion of the Project, stimulate economic development by creating jobs, realize additional sales and lodging tax revenues, attract commercial business and tourism, and provide facilities for convention, special events, community events including public meetings and performing arts events. This Agreement is not entered into with the intent that it shall benefit any party not signing this Agreement, and no other person or entity shall be entitled to be treated as a third-party beneficiary of this Agreement; provided that any owner of the Bonds or Additional Bonds shall be a third-party beneficiary for the purposes of enforcing payments to be made by the District to Yakima in amounts sufficient for Yakima to pay Debt Service.

Section 23. The City of Yakima intends to contribute lodging taxes to pay a portion of the cost of operating and maintaining the Convention Center, in an amount, if any, determined annually by the Yakima City Council. As between the Cities, as set forth in the Development Agreement, the City of Yakima will also be solely responsible to contribute revenues in the case of a Sales Tax shortfall. The Cities of Union Gap and Selah shall have no financial responsibility to the District in the event of a Sales Tax shortfall.



*MR. ROY*  
*4/21*

Section 28. Counterparts. This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the City of Yakima, the City of Selah and the City of Union Gap.

Contract No. 2001-70  
Ordinance No. 2001-28

THE CITY OF YAKIMA, WASHINGTON

By: *Richard A. Zais, Jr.*  
Richard A. Zais, Jr.  
City Manager

THE CITY OF SELAH, WASHINGTON

By: *Robert Jones*  
Robert Jones  
Mayor

THE CITY OF UNION GAP,  
WASHINGTON

By: *Aubrey C. Reeves, Jr. Mayor*  
Aubrey C. Reeves, Jr.  
Mayor

EXHIBIT A

CHARTER

EXHIBIT B

BYLAWS

RESOLUTION NO. 2007-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE YAKIMA REGIONAL PUBLIC FACILITIES  
DISTRICT, YAKIMA COUNTY, WASHINGTON,  
IMPOSING AN ADDITIONAL 0.025% RETAIL SALES  
AND USE TAX.

ADOPTED: October 25, 2007

RESOLUTION NO. 2007-001

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RESOLUTION NO. 2007-001

A RESOLUTION

OF THE BOARD OF DIRECTORS OF THE YAKIMA  
REGIONAL PUBLIC FACILITIES DISTRICT, YAKIMA  
COUNTY, WASHINGTON, IMPOSING AN  
ADDITIONAL 0.025% RETAIL SALES AND USE TAX.

WHEREAS, the Yakima Regional Public Facilities District (the "District") is a public facilities district formed by the Cities of Yakima, Selah and Union Gap pursuant to Chap. 35.57 RCW (the "Act") prior to August 1, 2001;

WHEREAS, under the Act, the District is authorized to acquire, construct, own, remodel, maintain, equip, reequip, repair, finance, and operate one or more "regional centers";

WHEREAS, pursuant to RCW 82.14.485, in a county with a population under three hundred thousand, the governing body of a public facilities district, which is created before August 1, 2001, under chapter 35.57 RCW, in which the total population in the public facilities district is greater than ninety thousand and less than one hundred thousand that commences improvement or rehabilitation of an existing regional center, to be used for community events, and artistic, musical, theatrical, or other cultural exhibitions, presentations, or performances and having two thousand or fewer permanent seats, before January 1, 2009 may impose an additional sales and use tax (the "Sales Tax") not to exceed 0.025 percent of the selling price in the case of a sales tax or value of the article used in the case of a use tax;

WHEREAS, Yakima County has a population of 234,200, the District has a population of 95,575, and the District intends to commence improvements to the Capitol Theatre at an estimated cost of over \$10,000,000 (the "Project"), stimulating economic development, creating jobs, attracting commercial business and tourism, and providing facilities for community events and artistic, musical, theatrical or other cultural exhibitions, presentations or performances and having two thousand or fewer permanent seats;

WHEREAS, pursuant to RCW 82.14.485, construction on the improvements to the Project are planned to commence prior to January 1, 2009;

WHEREAS, the tax will be deducted from the amount of tax otherwise required to be collected or paid over to the State, operating to shift a share of the sales and use tax revenues to the District;

WHEREAS, moneys collected must be matched with a one-third local match from public or private sources including, but not limited to, in-kind contributions used in all phases of the development or improvement of the regional center or land that is donated and used for the siting of the Project;

WHEREAS, the City of Yakima intends to make contributions to the Project, including issuing bonds to finance a significant portion of the Project, and providing funding for debt service on behalf of District in the event of a Sales Tax shortfall;

WHEREAS, the tax will expire when bonds issued for the construction of the Project are retired, but not more than twenty-five years after the tax is first collected;

WHEREAS, it is deemed necessary and advisable that the District now impose a 0.025% sales and use tax in accordance with RCW 82.14.485 for this purpose; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF YAKIMA REGIONAL PUBLIC FACILITIES DISTRICT, as follows:

Section 1. Findings. The District hereby finds as follows:

- (1) the District was created prior to August 1, 2001 under chapter 35.57 RCW;
- (2) the population of Yakima County is 234,200;
- (3) the population of the District is 95,575;
- (4) the District will commence improvement or rehabilitation of an existing regional center, to be used for community events, and artistic, musical, theatrical, or other cultural exhibitions, presentations, or performances and having two thousand or fewer permanent seats, before January 1, 2009;
- (5) the Capitol Theatre is an existing regional center that, as improved and rehabilitated, will serve a regional population, including at least the populations of the Cities of Yakima, Selah and Union Gap;
- (6) the cost of the Project will be at least \$10,000,000, including debt service;
- (7) local government supports this project and intends to make a number of contributions to the Project – including the issuance of City of Yakima bonds to finance a significant portion of the Project;
- (8) the value of these contributions is expected to exceed \$10,000,000;
- (9) the Capitol Theatre, as improved and rehabilitated, should therefore be conclusively presumed to be a regional performing arts center serving a regional population;

Section 2. Imposition of Retail Sales Tax. Pursuant to RCW 82.14.485, the District hereby levies a tax on each retail sale within the official boundaries of this District of 0.025% of the selling price. Such tax shall be in addition to the District's existing sales tax of 0.033% of the selling price.

Section 3. Imposition of Use Tax. Pursuant to RCW 82.14.485, the District hereby levies a tax or excise for the privilege of using within this District as a consumer the articles set forth in RCW 82.12.020, to be collected from every person within the official boundaries of this District. Such tax shall be in addition to the District's existing use tax of 0.033% of the value of the article used. The tax shall be levied and collected in an amount equal to the value of the article used by the taxpayer multiplied by the rate in effect for the retail sales tax under Section 2.

Section 4. Taxable Events. The taxes imposed pursuant to Sections 2 and 3 shall be in addition to other taxes authorized by law, and shall be collected from those persons who are taxable by the State of Washington under Chaps. 82.08 and 82.12 RCW, respectively, upon the occurrence of any taxable event within the official boundaries of this District.

Section 5.     Duration of the Tax. The taxes imposed pursuant to Sections 2 and 3 shall be in effect from January 2, 2008 until the earlier of (1) the date on which the bonds issued by the City of Yakima to finance or refinance the Project are fully retired, and (2) the date that is 25 years after the date of first collection.

Section 6.     Consistency with State Tax. The taxes imposed herein shall comply with all applicable rules, regulations, laws, and court decisions regarding sales and use excise taxes as imposed by the State of Washington under Chapters 82.08 and 82.12 RCW and applicable regulations. The provisions of those chapters, to the extent they are not inconsistent with this resolution, shall apply as though fully set forth herein.

Section 7.     Collection of the Tax. The Secretary of the Board of Directors of the District shall transmit a copy of this resolution to the State Department of Revenue. The District shall contract with the State Department of Revenue for the administration and collection of the taxes imposed herein. The Chair and/or Secretary of the Board of Directors of the District is hereby authorized to negotiate and execute such agreement on such terms as he or she deems to be in the best interests of the District.

Section 8.     Distribution of Tax Proceeds and Limiting the Use Thereof. The District treasurer shall deposit the proceeds of the taxes imposed herein and received from the Department of Revenue in the District's Sales Tax Revenue Fund. The Sales Tax Revenue Fund shall be used by the District solely for the purposes set forth in RCW 35.57.020.

Section 9.     General Authorization. The Chair of the Board of Directors of the District, and each of the other appropriate officers, agents and representatives of the District are each hereby authorized and directed to take such steps, to do such other acts and things, and to execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable in order to carry out the terms and provisions of, and complete the transactions contemplated by this resolution.

Section 10.    Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 11.    Severability. If any provision of this resolution or its application to any person or circumstance is held invalid, the remainder of the resolution or the application of the provision to other persons or circumstances is not affected.

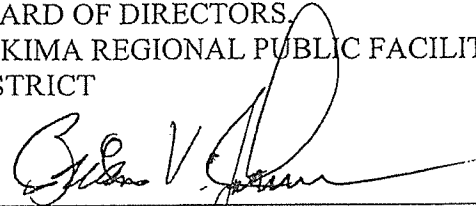


Section 12. Effective Date. This resolution shall be effective immediately.

ADOPTED this 25 day of October, 2007.

BOARD OF DIRECTORS  
YAKIMA REGIONAL PUBLIC FACILITIES  
DISTRICT

By:



---

Chair

ATTEST:

Approved by a vote of the Directors:

     Ayes;   2   Nays

---

Secretary

CERTIFICATE

I, the undersigned, Secretary of the Board of Directors of Yakima Regional Public Facilities District (herein called the "Board") and keeper of the records of the District, DO HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 20071001 of the District (herein called the "Resolution"), as finally passed at a meeting of the Board held on the 25<sup>th</sup> day of October, 2007, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that quorum of the Board was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the adoption of said Resolution; that all other requirements and proceedings incident to the proper adoption of said Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 25<sup>th</sup> day of October, 2007.

Bob Deman  
Secretary of the Board

**Public Facilities District**

**Excerpt from Yakima's Comprehensive Annual Financial Report**

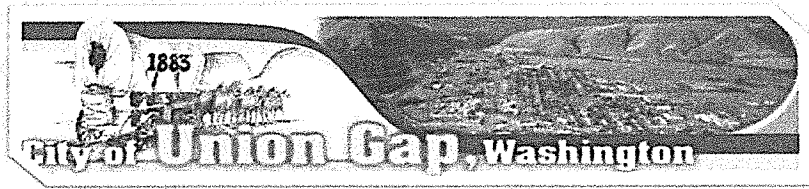
**Attachment B**

**GENERAL OBLIGATION BONDS**

	<b>Date of Final Maturity</b>	<b>Interest Rate</b>	<b>Original Issue</b>	<b>Outstanding 12/31/10</b>	<b>Average Annual Debt Service</b>
Special Property Tax Levy					
2004 Fire Improvement Bonds Ref 1995	12/01/14	2.0% - 3.5%	\$2,300,000	\$1,080,000	\$294,063
Regular Property Tax Levy					
2005 Parks Capital Projects	12/01/15	4.0% - 4.5%	755,000	415,000	94,285
2008 Fire Ladder Truck	12/01/21	3.25% - 4.0%	760,000	655,000	74,074
Total Regular Property Tax Levy			<u>1,515,000</u>	<u>1,070,000</u>	
Regular Property Tax Levy/Real Excise Tax					
2007 River Road Street Project Bond	05/01/17	4.0%-5.0%	1,765,000	1,315,000	220,361
2007 Fire Station West Valley Rehab Bond	05/01/22	4.0%-5.0%	815,000	690,000	73,284
2007 Downtown Revitalization Project Bond	05/01/22	4.0%-4.5%	1,490,000	1,260,000	133,706
2008 Third Ave/Mead Walnut St Project Bond	12/01/19	3.25% - 4.0%	2,190,000	1,810,000	240,565
Total Regular Property Tax Levy/Real Excise Tax			<u>6,260,000</u>	<u>5,075,000</u>	
Motel/Hotel Tax					
2004 Conv Center Expansion Bonds Ref 1996	11/01/19	2.0% - 4.2%	4,175,000	3,125,000	418,224
Public Facilities District(State Sales Tax Credit)					
2002 Conv Center Addition - not refunded	06/01/12	3.0%-5.0%	6,735,000	460,000	239,969
2007 Conv Center Addition Refunding 2002	05/01/26	4.0%_5.0%	4,910,000	4,880,000	427,391
2009 Capitol Theatre Expansion	12/01/32	3.0% - 6.6%	7,035,000	6,680,000	551,204
Total Public Facilities District			<u>18,680,000</u>	<u>12,020,000</u>	
Business Licenses & Real Estate Excise Tax					
2003 Sundome Expansion	12/01/23	2.34%-4.72%	1,430,528	1,055,686	148,441
Utility Tax					
2003 Criminal Justice/I-82 Bonds ref 1994	12/01/13	4.35%-5.25%	4,155,000	1,455,000	515,025
			<u>\$38,515,536</u>	<u>\$24,880,686</u>	

**REVENUE BONDS**

Water / Wastewater / Irrigation revenue bonds consist of serial and term bonds, to be retired through the fiscal year ending December 31, 2034. The principal and interest for the water / wastewater parity revenue bonds are provided by the results of operations. Principal and interest on Irrigation System Bonds are provided by capital rates.



## City Council Communication

**Meeting Date:** February 10, 2014  
**From:** Robert Noe, City Attorney  
**Topic/Issue:** Discussion – Changes to the Criminal Codes from January 27<sup>th</sup> Council Meeting

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**SYNOPSIS:** At the January 27, 2014 regular Council Meeting the Council adopted eight ordinances amending to the Union Gap Municipal Code, Chapter 1.01. The Council adopted these ordinances with the stipulation that certain changes would be made and that the Council would be given another opportunity to discuss them at this Council meeting.

**RECOMMENDATION:** For Discussion.

**LEGAL REVIEW:** The changes requested by Council have been made.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Eight Ordinances amending the Municipal Code, Chapter 1.01

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. 2845**

AN ORDINANCE amending sections of Union Gap Municipal Code Title 4, Chapter 48, Fireworks.

WHEREAS, the City Attorney's office working in conjunction with the Yakima County District Court, which provides Municipal Court services to the City of Union Gap under contract, has identified certain areas of the Union Gap Municipal Code that require clarification;

WHEREAS, Union Gap Municipal Code Title 4, Chapter 48 currently prohibits certain conduct but is not clear concerning the penalty provision for non-compliance or for a violation;

WHEREAS, it is recommended that the Code be amended to make clear the penalty provisions;

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

**Section 1. Title 4, Chapter 48 Amended.** Certain section of Union Gap Municipal Code 4.48 Fireworks are amended as follows (sections not set forth herein shall remain as codified and shall not be subject to amendment):

4.48.020 – Unlawful sale and discharge of fireworks. ~~prohibited.~~

It shall be unlawful for any person to sell, offer to sell, expose for sale, possess with intent to sell, use or discharge any fireworks within the city.

4.48.030 - Permit required for public display of fireworks – Unlawful public display.

It is unlawful for any person to hold, conduct or engage in any public display for fireworks within the city without first having obtained and being in possession of a valid permit under the provisions of this chapter.

4.48.110 - Penalty for violations.

Any person violating or failing to comply with the provisions of this chapter is guilty of a misdemeanor, and upon conviction thereof shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine as provided therefore. ~~In addition, violations of this chapter shall constitute a civil infraction with a civil penalty of two hundred fifty dollars per~~

~~occurrence. Infractions shall be initiated, and may be appealed, under the infraction rules for courts of limited jurisdiction for the Union Gap Municipal Court.~~

**Section 2. Effective Date.**

This amending Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

**ORDAINED** this 27<sup>th</sup> day of January, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. 2846**

AN ORDINANCE amending sections of Union Gap Municipal Code Title 5, Chapter 4, Garbage and Rubbish.

WHEREAS, the City Attorney's office working in conjunction with the Yakima County District Court, which provides Municipal Court services to the City of Union Gap under contract, has identified certain areas of the Union Gap Municipal Code that require clarification;

WHEREAS, Union Gap Municipal Code Title 5 Chapter 4 currently prohibits certain conduct but is not clear concerning the penalty provision for non-compliance or for a violation;

WHEREAS, it is recommended that the Code be amended to make clear the penalty provisions;

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

**Section 1. Title 5 Amended.** The following sections of Title 5, Chapter 4, Garbage and Rubbish, of the Union Gap Municipal Court are amended as follows:

5.04.020 - Scattering on premises and streets prohibited.

It is unlawful for any person, firm or corporation to throw, place or scatter any rubbish, ashes or garbage over or upon any premises, street or alley, either public or private, or adjacent thereto, and either with or without the intent to later remove or burn, or to suffer or permit from accumulation of such rubbish and garbage any premises owned, occupied or controlled by such person, firm or corporation, to become or remain offensive, unsanitary, unsightly, or unsafe to public health or a hazardous fire. **A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

5.04.140 - Tampering with containers prohibited.

It is unlawful for any person other than the person in possession, charge or control of any premises, authorized employees of the town, or contract garbage collectors, to remove or lift the covering of any garbage cans containers or to tamper with or remove any articles or material whatsoever from the cans containers. **A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an**



**amount not more than one thousand dollars or both such imprisonment and fine.**

Section 2. New Section 5.40.225 added.

There is hereby added a new section 5.40.225 entitled "Penalties" as follows:

**5.40.225 Penalties.**

**Violation of this chapter shall be misdemeanor crimes where specified which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine. If no specific penalty provision applies violations of this chapter shall be civil non-traffic infraction with a penalty of two hundred fifty dollars.**

**Section 3. Effective Date.**

This amending Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

**ORDAINED** this 27<sup>th</sup> day of January, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**CITY OF UNION GAP, WASHINGTON  
ORDINANCE NO. 2847**

AN ORDINANCE amending sections of Union Gap Municipal Code Chapter 6.04, Dogs.

WHEREAS, the City Attorney's office working in conjunction with the Yakima County District Court, which provides Municipal Court services to the City of Union Gap under contract, has identified certain areas of the Union Gap Municipal Code that require clarification;

WHEREAS, Union Gap Municipal Code Chapter 6.04 currently prohibits certain conduct but is not clear concerning the penalty provision for non-compliance or for a violation;

WHEREAS, the City Attorney's office has also identified areas of the Chapter requiring clarification from an enforcement perspective;

WHEREAS, it is recommended that the Code be amended to make clear the penalty provisions;

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

**Section 1. Chapter 6.04 Amended.** Union Gap Municipal Code Title 6, Chapter 4, Dogs is amended as follows:

6.04.010 - Definitions.

As used in this chapter, unless the context otherwise indicates the following words shall have the meanings as given:

"At large" means off the premises of the owner and not under the control of the owner or a member of his immediate family, either by leash, cord, chain or otherwise.

"Dog" means both male and female.

"Owner" means any person or persons, firm, association or corporation owning, keeping or harboring a dog.

~~"Pit bull dog" means any dog over the age of six months known by the owner to be a pit bull terrier. "Pit bull terrier" means any American pit bull terrier, Staffordshire bull terrier, American bulldog or American Staffordshire terrier breed of dog or any mixed breed of dog which contains as an element of its breeding the breed of American pit bull terrier, Staffordshire bull terrier, or American Staffordshire~~

~~terrier so as to identifiable as partially of the breed American pit bull terrier, Staffordshire bull terrier, or American Staffordshire terrier.~~

**“Potentially Dangerous Dog” means any dog that has previously been observed to have displayed to maraud or exhibit vicious tendencies by charging and menacing other animals or persons or any dog that has attempted to bite any other animal or persons.**

6.04.020 - Declared a nuisance if at large.

All dogs running at large in the city are public nuisances, detrimental to property and to the health, peace and welfare of the people of the town, and it shall be the duty of the police department or other person designated by the mayor to impound such dog or dogs, subject to the licensing and impoundment provisions of this chapter.

6.04.030 - Marauding or vicious animal.

Any dog or other animal found to be at large within the city limits, that ~~marauds or~~ exhibits a ~~habitual~~ vicious tendency ~~or has by past record been known to have unlawfully bitten any person~~, or roams at will in a manner likely to be detrimental to the health and welfare of the public, shall be declared a public nuisance, and the chief of police or other person designated by the mayor shall have the authority to impound such animal, subject to the licensing and impoundment provisions of this chapter. **A dog previously identified as potentially dangerous found to be at large within city limits is declared a public nuisance and the chief of police or designee shall have the authority to impound such potentially dangerous dog, subject to the licensing and impoundment provisions of this chapter.** The chief of police shall also have authority to petition municipal court for an order to destroy such animal if considered necessary to preserve the public safety.

6.04.35 - Leash required.

- (a) It is unlawful for the owner or custodian of any dog to cause, permit or allow such dog to roam, run, stray or to be away from the premises of such owner or custodian and to be on any public place, or on any public property, or the private property of another, without invite or permission, in the City of Union Gap, unless such dog, while away from such premises, is controlled by a leash or chain not more than eight feet in length, such control to be exercised by such owner or custodian or other competent and authorized person.
- (b) It is unlawful for the owner or custodian of a potentially dangerous dog, as defined in this chapter, to cause, permit or allow such dog to be off the premises of such custodian or owner unless such dog is (i) under the direct control of an adult person by means of a leash or chain not more than six feet in length and (ii) the dog is muzzled.

- (c) Violation. A violation of the provisions of section, 6.04.035, is a civil infraction with a penalty in the amount of ~~one hundred~~ two hundred fifty dollars (~~\$100.00~~250.00).

6.04.040 - Injured or diseased animals.

Any dog, or other animal, found to be suffering from serious injury or disease at the time it is impounded, shall be humanely destroyed by the officials at the Yakima County humane shelter.

**6.04.045- Dog that bites other animals or persons.**

**It is unlawful for the owner or custodian of any dog to cause, permit, allow or fail to prevent such dog from biting another animal or person when such dog is at any public place, or on any public property, or the private property of another, without invite or permission, in the City of Union Gap. In the event the owner's or custodian's dog is on private property following invitation or permission, or where the dog is on the private property of the owner or custodian of the dog, the owner or custodian must take measures to ensure that the dog does not bite other animals or persons that may be present. Where another animal or person enters upon the private property of the owner or custodian of a dog without invitation or permission of the owner or custodian, the owner or custodian is not liable under this provision if his or her dog bites under such circumstances.**

**A dog that bites another animal or person in violation of this provision shall thereafter be considered a dangerous dog and subject to the dangerous dog provisions under this chapter.**

6.04.050 - Howling and barking.

It is unlawful for any person or business in the city to keep or harbor any dog or other animal which, by frequent or habitual howling, yelping, barking or making of other noises, annoys or disturbs neighbors.

6.04.055 - Maximum number of dogs and/or cats permitted within the city.

Unless a property and its premises has been properly licensed as a kennel pursuant to the city's zoning code and business licensing provisions, the maximum number of dogs, or cats, or a combination of both, is four per property within the city. "Property," as used in this section, means each individual legal lot within the city.

6.04.060 - Violation—Penalty.

- A.** Unless another penalty is prescribed, violations of this chapter shall be a civil infraction with a civil penalty of two hundred fifty dollars (\$250.00), together with court costs and any relevant impoundment and licensing fees. Additionally, the police department or other enforcement personnel

may impound the animal at the owner's cost, subject to the licensing and impoundment provisions of this chapter.

- B.** For a second offense or violation of the same nature involving the same animal owner and the same animal, the violator shall be guilty of a criminal misdemeanor with a maximum of up to ninety (90) days in jail and/or up to a one thousand dollar (\$1,000.00) fine.

6.04.070 - Jumping and barking at pedestrians.

It is unlawful for any person to keep or harbor any dog or animal that frequently or habitually snarls and growls at or snaps or jumps upon or threatens persons lawfully upon public sidewalks, streets, alleys or public places of the city.

6.04.080 - Owner to remove feces—Penalty.

It is unlawful for the owner or keeper of any animal to:

- (a) Leave any public property or private property of another without first removing any feces deposited by his or her animal. "To leave" means to leave the immediate area where the feces were deposited.
- (b) Fail to have in his or her possession the equipment necessary to remove his or her animal's feces when accompanied by said animal on public property or on a public easement.
- (c) Violation of this section is a civil infraction with a fine of ~~one hundred two~~ **hundred fifty** dollars (~~\$100.00~~**250.00**).

6.04.90 - Statutory provisions relating to dangerous dogs.

(a) Statutes Adopted by Reference. The following statutes relating to dangerous dogs are adopted by reference and apply to this section:

(1) RCW 16.08.070, entitled "Dangerous dogs-definitions";

(2) RCW 16.08.090, entitled "Dangerous dogs-requirements for restraint-potentially dangerous dogs-dogs not declared dangerous."

(b) Dangerous Dogs—Certificate of Registration Required—Prerequisites.

(1) It is unlawful for an owner to have a dangerous dog in the city without a certificate of registration issued under RCW 16.08.080. This section and RCW 16.09.090 and 16.08.100 shall not apply to police dogs as defined in RCW 4.24.410.

(2) The animal control authority of the city or county in which an owner has a dangerous dog shall issue a certificate of registration to the owner of such animal if the owner presents to the animal control unit sufficient evidence of:

(A) A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous dog;

(B) A surety bond issued by a surety insurer qualified under Chapter 48.28 RCW in a form acceptable to the animal control authority in the sum of at least **two hundred** fifty thousand dollars (\$250,000.00), payable to any person injured by the vicious dog; or

(C) A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under Title 48 RCW in the amount of at least fifty thousand dollars (\$50,000.00), insuring the owner for any personal injuries inflicted by the dangerous dog.

(3)(A) If an owner has the dangerous dog in an incorporated area that is serviced by both a city and a county animal control authority, the owner shall obtain a certificate of registration from the city authority;

(B) The annual fee for a dangerous dog certificate of registration shall be twenty-five dollars (\$25.00).

(c) Dangerous Dogs—Confiscation—Conditions—Penalties for Owners of Dogs that Attack.

(1) RCW 16.08.100 is adopted by reference. Violation is a gross misdemeanor.

(2) **Where a dog is impounded pursuant to the provisions of section 6.04.030, the chief of police or the animal control officer has authority to petition the Union Gap municipal court for an order to destroy any previously identified potentially dangerous dog or dangerous dog confiscated under this section. Notice of Impoundment must be provided under section 6.04.120 of this Chapter and an opportunity to contest the petition to destroy the dog must be afforded the owner of the dog.**

6.04.100- Neglect, abuse and cruelty to animals.

(a) The following statutes are adopted by reference:

(1) RCW 16.52.015, entitled "Enforcement-Law enforcement agencies and animal care and control agencies";

(2) RCW 16.52.011 entitled "Definitions-Principles of liability";

(3) RCW 16.52.080 entitled "Transporting or confining in unsafe manner-Penalty";

(4) RCW 16.52.117 entitled "Animal fighting-Owners, trainers, spectators-Exceptions";

(5) RCW 16.52.207 entitled "Animal Cruelty in the second degree";

(b) Any person convicted of any misdemeanor under RCW 16.52.080 shall be punished by a fine of not exceeding one ~~hundred and fifty thousand~~ thousand dollars (~~\$150.00~~1000.00), or by imprisonment in jail not exceeding ~~sixty 90~~ (690) days, or both such fine and imprisonment, and shall pay the costs of the prosecution.

(c)(1) The sentence imposed for a misdemeanor or gross misdemeanor violation of RCW 16.52 may be deferred or suspended in accordance with RCW 3.66.067 and 3.66.068, however, the probationary period shall be two years.

(2) In case of multiple misdemeanor or gross misdemeanor convictions under RCW 16.52, the sentences shall be consecutive, however the probationary period shall remain two years.

(3) In addition to the penalties imposed by the court, the court shall order the forfeiture of all animals held by law enforcement or animal care and control authorities under the provisions of this chapter if any one of the animals involved dies as a result of a violation of RCW 16.52 or if the defendant has a prior conviction under RCW 16.52. In other cases the court may enter an order requiring the owner to forfeit the animal if the court deems the animal's treatment to have been severe and likely to reoccur. If forfeiture is ordered, the owner shall be prohibited from owning or caring for any similar animals for a period of two years. The court may delay its decision on forfeiture under this subsection until the end of the probationary period.

(4) In addition to fines and court costs, the defendant, only if convicted or in agreement, shall be liable for reasonable costs incurred pursuant to RCW 16.52 by law enforcement agencies, animal care and control agencies, or authorized private or public entities involved with the care of the animals. Reasonable costs include expenses of the investigation, and the animal's care, euthanization or adoption.

(5) If convicted, the defendant shall also pay a civil penalty of one thousand dollars (\$1,000.00) to the city to prevent cruelty to animals. These funds shall be used to prosecute offenses under this chapter and to care for forfeited animals pending trial.

(6) As a condition of the sentence imposed under RCW 16.52, the court may also order the defendant to participate in an available animal cruelty prevention or education program or obtain available psychological counseling to treat mental health problems contributing to the violation's commission. The defendant shall bear the costs of the program or treatment.

#### 6.04.110- Licensing.

~~(a) License Required. All dogs previously impounded for any reason, within the city limits must be licensed by the city except:~~

~~(1) Dogs whose owners are nonresidents temporarily within the city;~~

~~(2) Dogs brought into the city for the purpose of participating in shows, exhibits, or competitions;~~

~~(3) Dogs who are specially trained to assist visually impaired, hearing impaired, or otherwise physically disabled persons if the dog is in training or is actually serving as a guide or service dog as defined in Chapter 70.84 RCW, are required to be licensed; however, they are exempt from licensing fees;~~

~~(4) Dogs kept and intended for sale by licensed pet stores.~~

#### ~~(b a)~~ Tags, Fees, Violation and Redemption.

(1) Tags. The police department or other animal control agency designated by the city council shall issue animal licenses consisting of a metal tag with a number corresponding to the number of the application to the applicant. The applicant is required to cause the tag to be attached or fixed to the animal. The tag is not transferable. Absence of the license tag on a dog's collar shall be prima facie evidence that said dog has not been legally licensed.

(2) Fees. The following fees shall be paid for licenses required under this chapter:

(A) Spayed or neutered dogs with a veterinarian's certificate or a signed affidavit (lifetime tags issued): ten dollars (\$10.00); provided, however, the fee for lifetime tags may be waived by the city if an owner of a dog has their animal spayed or neutered during spay/neuter promotional days designated by the animal control authority.

(B) Unspayed or unneutered dogs (annual): thirty dollars (\$30.00).

(C) Licenses shall be valid from January 1st to the following December 31st. For other than first time owners of a specific dog, licenses purchased after April 30th of any year shall be subject to an additional fee of fifteen dollars (\$15.00) for each license.

(3) Violation. Any person who violates this section shall be guilty of a civil infraction **and shall pay with** a monetary fine **of two hundred and fifty** dollars and the dog shall be subject to **confiscation as follows: first offense, twenty five dollars (\$25.00); second offense, two hundred fifty dollars (\$250.00) and confiscation of the dog. Any owner who fails to respond to a notice of civil infraction as promised, or to appear at a requested hearing, shall be guilty of a misdemeanor and may, upon conviction, be punished by a fine not to**



~~exceed one thousand dollars (\$1,000.00) and confinement not to exceed ninety (90) days together with confiscation of the dog.~~ Any person who receives two infractions for violations of this section within one year and who subsequently violates this section shall be guilty of a misdemeanor and may, upon conviction, be punished by a fine not to exceed ~~two~~ one thousand ~~five hundred~~ dollars (~~\$2,500.00~~1000.00) and confinement not to exceed ninety (90) days, together with confiscation of the dog.

(4) Redemption. Prior to redemption or release from any animal shelter, any dog must be licensed by the city, and a computer chip shall be installed in the dog which enables future identification of the dog. All shelter, licensing, chip, and associated fees shall be paid prior to release of the dog.

6.04.120– Impoundment - Destruction.

(a) All sick or injured animals shall be impounded when not in the owner's possession and may be humanely destroyed at any time after impounding at the discretion of the animal shelter.

(b) All other impounded animals shall be kept for not less than seventy-two (72) hours. Animals not claimed by their owners within seventy-two (72) hours shall be humanely disposed of, sold, or adopted out by the animal shelter. **If a potentially dangerous dog or dangerous dog has been impounded and there is a petition for its destruction, if an owner does not contest the petition for destruction within seventy-two (72) hours, the owner will be deemed to consent to the destruction and has waived his or her right to contest the destruction and the dog shall be humanely disposed of.**

(c) Notice of impoundment shall be given by the animal shelter in substantially the following manner:

(1) If the animal is wearing a license tag or identicode, or if the identity of the owner is known to or can be readily determined, then as soon as reasonably practicable after impoundment the owner shall be notified by telephone or otherwise of the impoundment and of the redemption procedure provided herein.

(2) If the owner is known but cannot otherwise be notified, then a notice shall be sent by certified mail in substantially the following form:

NOTICE OF IMPOUNDING

DATE \_\_\_\_\_

TO WHOM IT MAY CONCERN: I have this day impounded in the animal shelter at \_\_\_\_\_ Street, an animal described as follows:

Sex \_\_\_\_\_ Color \_\_\_\_\_

Breed \_\_\_\_\_ Approximate age: \_\_\_\_\_ Other identification \_\_\_\_\_

Name of owner: \_\_\_\_\_

Notice is hereby given that unless said animal is claimed and redeemed on or before \_\_\_\_\_ o'clock on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the same will be sold or destroyed.

**If this box is checked your dog was impounded because it is a potentially dangerous dog or dangerous dog pursuant to section 6.04.030 of the Union Gap Municipal Code and a petition has been made by the Chief of Police, or his or her designee, requesting destruction of the dog. If you wish to contest the request for destruction of your dog, you must file in writing a request for a hearing with the Union Gap Municipal Court within seventy-two (72) hours. At the hearing the Municipal Court judge will consider the facts and circumstances involving the impound of your dog and will render a decision on whether the dog should be destroyed or returned to you.**

\_\_\_\_\_  
Police or Animal Control Officer

(3) If the owner is unknown and cannot be readily determined, notice of impoundment shall be posted at the animal shelter, police department, and city hall in substantially the form above.

(d) All impounded animals may be sold, adopted out, or destroyed, in the sole discretion of the animal shelter, when seventy-two (72) hours have elapsed after giving the notice described herein.

**(e) Owners of dogs impounded are responsible for all costs associated with the impound of the animal. In the event a dog is to be redeemed after impound for any reason, the owner must pay all of such costs prior to the dog being returned to the owner.**

(f) The animal shelter shall collect impoundment and licensing fees prior to release of any animal.

## **Section 2. Effective Date.**

This amending Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

**ORDAINED** this 27<sup>th</sup> day of January, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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Karen Clifton, City Clerk

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Robert F. Noe, City Attorney

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. 2848**

AN ORDINANCE amending sections of Union Gap Municipal Code Title 8, Public Peace, Safety and Morals.

WHEREAS, the City Attorney's office working in conjunction with the Yakima County District Court, which provides Municipal Court services to the City of Union Gap under contract, has identified certain areas of the Union Gap Municipal Code that require clarification;

WHEREAS, Union Gap Municipal Code Title 8 currently prohibits certain conduct but is not clear concerning the penalty provision for non-compliance or for a violation;

WHEREAS, it is recommended that the Code be amended to make clear the penalty provisions;

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

**Section 1. Title 8 Amended.** The following sections of Title 8, Public Peace, Safety and Morals are amended as follows:

Chapter 8.6, Crimes relating to Persons, section 8.06.070 - Fighting in a public place.

No person shall fight, or encourage others to fight in any public place in the city. **A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

Chapter 8.10, Crimes Relating to Public Morals, section 8.10.060 - Urinating in public.

A person is guilty of urinating in public if that person urinates in any place open to public view. Urinating in public is a misdemeanor ~~punishable by a fine of seventy-five dollars (\$75.00).~~ **crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

Chapter 8.10, Crimes Relating to Public Morals, section 8.10.070 – Lewd conduct – Lewd assault.

(a) Definitions. For purposes of this section, the following definitions shall apply:

(1) "Expressive dance" means any dance which, when considering the context of the entire performance, constitutes an expression of theme, story or ideas, but excluding any dance such as, but not limited to, common barroom-type topless dancing which, when considered in the context of the entire performance is presented primarily as a means of displaying nudity as a sales device or for other exploitation without substantial expression of theme, story or ideas.

(2) "Lewd act" means:

- (A) Touching, caressing or fondling the genitals;
- (B) Exposure of any portion of one's own pubic hair, anus, cleft of the buttocks, genitals, or portion of female breast or breasts below the top of the areola;
- (C) Masturbation;
- (D) Sexual intercourse or simulated sexual intercourse;
- (E) Urination or defecation other than in a toilet or urinal in a restroom.

Provided, however, that the foregoing definition shall not apply to any:

- (i) "Expressive dance" as defined in above;
- (ii) Play, opera, musical or other similar work;
- (iii) Class, seminar or lecture conducted for a bonafide scientific purpose;
- (iv) Nudity within a locker room or other similar facility used for changing clothing in connection with athletic or exercise activities.

(3) "Public place" means:

- (A) Any place open to the public, including public restrooms;
- (B) Any place easily visible from a public thoroughfare or from the property of another; and
- (C) Any vehicle which is itself located in a public place as defined in this section, such that activities inside the vehicle may be observed by a member of the public.

(4) "Lewd assault" means the uninvited touching, or uninvited attempt to touch another person's genitals, pubic area, or buttocks, or the female breast, coupled with an apparent present ability to complete the act, and which is not a first, second, or third degree assault.

(5) "To expose" means:

- (A) To be uncovered; or
- (B) To be covered with a material that is nonopaque, such that the portion of the body prohibited from exposure is substantially visible.

(b) Lewd Conduct Prohibited. No person shall intentionally perform any lewd act (1) in a public place, or (2) in any place under such circumstances as to make it difficult for an unwilling member of the public to avoid exposure.

(c) Lewd Assault Prohibited. No person shall intentionally commit a lewd assault.

(d) Revocation of Business Licenses. If the owner, manager or operator of any premises open to the public intentionally permits any lewd act to occur in public on the premises, such permission shall constitute cause for the revocation of any business license granted or issued by the city for such premises. Revocation shall be accomplished pursuant to applicable city ordinances governing revocation proceedings.

**(e) Lewd Conduct and Lewd Assault Misdemeanor Crimes. A person committing the offense of Lewd Conduct or Lewd Assault is guilty of a gross misdemeanor crime which shall be punished by imprisonment of not more than three hundred and sixty-five days, or by a fine in an amount not more than five thousand dollars or both such imprisonment and fine.**

Chapter 8.12, Miscellaneous Crimes, sections are as follows:

8.12.010 - Conducting business without license.

No person shall carry on or conduct any business, trade or occupation, within the city limits, for which a license is required without the license fee having been paid therefor. **A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

8.12.020 - Fire plugs—Tampering.

No person shall open, close, change or interfere with any fire plug or hydrant in the city without proper authority to do so. **A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

8.12.030 - Property, interference with intent to annoy.

No person, for the purpose of annoyance or mischief, shall place in any doorway or any sidewalk, street or alley in the city, any box, barrel or other obstruction or thing, or shall remove, carry away, destroy, cut, deface, mark or write upon, or in any manner injure any window, fence, gate, bridge, dwelling house, engine house, building, awning, railing or any other property, public or private, not his own. **A violation under this provision is a misdemeanor crime which shall be**

**punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

8.12.050 - Unsanitary premises.

No person shall erect or construct or keep, use or maintain within the town any pen, stable, lot, or place or premises in which cattle, horses or fowls may be confined or kept in such manner as to be nauseous, foul or offensive, or from any cause be an annoyance to the neighborhood, because of being improperly cared for. **A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

8.12.060 - Insecure or unsafe premises.

No person shall erect or construct within the town, or shall permit to stand or remain any insecure or unsafe building, stack, wall, chimney, awning, sign or other structure which from its situation, mode of construction or otherwise, is dangerous to person or property. **A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

8.12.070 - Dangerous pits and openings.

No person shall keep open any cellar door, pit or vault or other subterranean openings on any highway or sidewalk, or shall suffer the same to be left or kept open, or to be kept in an insecure condition, so that passersby will be in danger of falling into such cellar, pit or vault or other subterraneous opening, or, by any act or omission shall suffer any sidewalk upon, in front of or around the premises occupied by him to become and continue in a condition dangerous to life or limb. **A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

8.12.080 - Street—Allowing water to flow upon.

No person shall flow or cause to flow, or permit water to flow from any ditch or lot owned or controlled by said person upon any public street or alley or any other public grounds in the city. **A violation under this provision shall be civil non-traffic infraction with a penalty of two hundred fifty dollars.**

8.12.090 - Street signs—Injury or removal.

No person shall remove, deface, injure or destroy any street or traffic sign, or any sign erected or placed in or adjacent to any street, indicating the name of such street. **A violation under this provision is a misdemeanor crime which shall**

**be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

8.12.110 - Poison—Laying out.

It is unlawful for any person to lay out or expose any kind of poison, or to leave exposed any poisoned food or drink for man, animal or fowl, or any substance or fluid whatever whereon or wherein there is or shall be deposited or mingled, any kind of poison or poisonous or deadly substance or fluid whatsoever, on the premises of another, or in any unenclosed space, or to aid or abet any person in so doing. **A violation under this provision is a gross misdemeanor crime which shall be punished by imprisonment of not more than 365 days, or by a fine in an amount not more than five thousand dollars or both such imprisonment and fine.**

8.12.140 - Unlawful possession of tools and devices.

It is unlawful for any person to make, or mend, or cause to be made or mended, or have in his possession, in the day or nighttime, any engine, tool, machine, device or implement, adapted, designed, or commonly used to trip, cheat, defraud, or operate without the use of money, vending machines, pinball machines or other coin-operated machines, under circumstances evidencing an intent to use or employ, or allow the same to be used or employed, in such operation, or knowing that the same is intended to be so used. The possession thereof except by a mechanic, artificer or tradesman, at and in his established shop or place of business, open to public view, shall be prima facie evidence that such possession was had with intent to use or employ or allow the same to be used or employed in the tripping, cheating, defrauding, or operating such coin-operated devices without the use of money or coins. **A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

8.12.150 - Motor vehicle on playground or parkway.

No person shall push, tow, operate or drive a motor vehicle upon the designated playgrounds or parks within the city. **A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

8.12.160 - Livestock in playground or parkways.

No person shall lead, ride, picket or otherwise cause a horse or other livestock to enter or remain on any designated playground or parkway within the city. **A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an**



amount not more than one thousand dollars or both such imprisonment and fine.

~~8.12.170 - Fortunetelling.~~

~~No person shall ask or receive any compensation, gratuity or reward for practicing fortunetelling, palmistry, phrenology, astrology or clairvoyance and kindred subjects.~~

8.12.180 - Soliciting for attorney.

No person shall solicit business for any attorney in, at or around any court or hospital, or at or near the scene of an accident or collision. A violation under this provision shall be civil non-traffic infraction with a penalty of two hundred fifty dollars.

8.12.190 - Abandoned refrigeration equipment.

Any person violating any of the provisions in RCW Chapter 9.03, within the city, shall be guilty of a misdemeanor, which shall be punished by imprisonment of not more than 90 days, or be a fine in an amount not more than one thousand dollars or both such imprisonment and fine.

8.12.220- Loitering for the purpose of engaging in drug-related activity.

- (a) It is unlawful for any person to loiter in or near any thoroughfare, place open to the public or near any public or private place in a manner and under circumstances manifesting the purpose to engage in drug-related activity contrary to any of the provisions of Chapters 69.41, 69.50 or 69.52 of the Revised Code of Washington.
- (b) No arrest shall be made for a violation of this section unless the arresting officer first affords such person an opportunity to explain such conduct, and no person shall be convicted of violating this section if it is believed by the trier of fact at trial that the explanation given was true and disclosed a lawful purpose.
- (c) Included among the circumstances which may be considered in determining whether such purpose is manifested, but not limited thereto, are:
  - (1) Such person is a known, unlawful drug user, possessor, or seller;
  - (2) It is known that such person has been convicted in any court within this state within a period of two years of any violation involving the use, possession or sale of any of the substances referred to in Chapters 69.41, 69.50 and 69.52 of the Revised Code of Washington, or, within two years, such person has been convicted or any violation of any of the provision of said chapters of the Revised Code of Washington;
  - (3) The area involved is by public repute known to be an area of unlawful drug use and trafficking;

(4) The premises involved are known to have been reported to law enforcement as a place suspected of drug activity pursuant to Chapter 69.52 of the Revised Code of Washington;

(5) Any vehicle involved is known to be registered to a known unlawful drug user, possessor, or seller or for which there is an outstanding warrant for a crime involving drug-related activity;

(6) Such person behaves in such a manner as to raise a reasonable suspicion that he or she is about to engage in or is then engaged in an unlawful drug-related activity;

(7) Such person takes flight upon the appearance of a police officer;

(8) Such person manifestly endeavors to conceal himself or herself or any object that reasonably could be involved in an unlawful drug-related activity;

(9) Such person refuses to identify himself or herself upon the request of an identified police officer.

**A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

8.12.230 - Controlled substances.

The following statutes of the state of Washington, including any future amendments and additions thereto, and repeals thereof are adopted by reference:

RCW

69.50.101 Definitions

69.50.102 Drug paraphernalia—Definitions

69.50.204(c)(14) Schedule I—Marijuana

69.50.309 Containers

69.50.401 Prohibited acts: A - penalties

69.50.412 Prohibited acts: E - penalties

69.50.425 Misdemeanor violations—Minimum imprisonment

69.50.505 Seizure and forfeiture

69.50.506 Burden of proof

69.50.509 Search and seizure of controlled substances

**69.50.4014 Possession of forty grams or less of marihuana — Penalty.**

## **Section 2. Effective Date.**

This amending Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

**ORDAINED** this 27<sup>th</sup> day of January, 2014.

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Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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Karen Clifton, City Clerk

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Robert F. Noe, City Attorney

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. 2849**

**AN ORDINANCE** amending section 9.32.050 of the Union Gap Municipal Code relating to Arterial Highways and truck routes.

**WHEREAS**, the City Attorney's office working in conjunction with the Yakima County District Court, which provides Municipal Court services to the City of Union Gap under contract, has identified certain areas of the Union Gap Municipal Code that require clarification;

**WHEREAS**, Union Gap Municipal Code section 9.32.050 currently prohibits certain conduct but is not clear concerning the penalty provision for non-compliance or for a violation;

**WHEREAS**, it is recommended that the Code be amended to make clear the penalty provisions;

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

**Section 1. Section 9.32.050 Amended.** Section 9.32.050 of the Union Gap Municipal Code is amended to read as follows:

9.32.050 – **Violation of Truck Routes;** Exceptions to Section 9.32.040.

All commercial vehicles, trailers, semi-trailers and combination of vehicles shall travel through or in the town only upon the routes designated in Section 9.32.040. Provided, however, that the police chief, the fire chief, and the public works director, are each hereby given the authority, in case of emergency or necessity, to grant permission to deviate from such routes, and provided further that vehicles proceeding to freight terminals or depots or vehicles making deliveries or being driven to designations off such routes for storage or repair, may deviate from such routes by only the street intersections leading directly to such designations, and such vehicles shall return to the routes from such designations by the most direct way.

The director of streets is hereby directed to erect appropriate signs to designate such truck routes and to mark the course thereof.

The owner and the operator of any vehicle driven over or upon the streets of the town in violation of the terms of this chapter shall each be guilty of a misdemeanor, **which shall be punished by imprisonment of not more than 90 days, or be a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

**Section 2. Effective Date.**

This amending Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

**ORDAINED** this 27<sup>th</sup> day of January, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. 2850**

AN ORDINANCE amending sections of Union Gap Municipal Code Title 11, Street and Sidewalks.

WHEREAS, the City Attorney's office working in conjunction with the Yakima County District Court, which provides Municipal Court services to the City of Union Gap under contract, has identified certain areas of the Union Gap Municipal Code that require clarification;

WHEREAS, Union Gap Municipal Code Title 11 currently prohibits certain conduct but is not clear concerning the penalty provision for non-compliance or for a violation;

WHEREAS, it is recommended that the Code be amended to make clear the penalty provisions;

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

**Section 1. Title 11 Amended.** The following sections of Title 11, Street and Sidewalks, of the Union Gap Municipal Court are amended as follows:

Chapter 11.08, Sidewalk Obstructions, section 11.08.010 - Snow and ice obstructions.

No person shall cause snow or ice to be placed in any public street, alley, sidewalk or public way; provided, that this section shall not apply to Union Gap town employees performing the regular course of their duties. Violation of this section shall be a civil non-traffic infraction with a penalty of ~~one hundred~~ two hundred fifty dollars.

Chapter 11.12, Street Intersections, section 11.12.010 - View obstruction—Prohibited.

It is unlawful to install, set out or maintain, or to allow the installation, setting out or maintenance of, or to permit any sign, hedge, trees, shrubbery, natural growth or other obstruction to view on property at any corner formed by intersecting streets when the obstruction is higher than three feet above the level of the center of the adjacent intersection within the area bounded by the centerlines of the adjacent intersecting streets, extending from such point of intersection to points extending along the centerlines eighty feet from the point of intersection and a straight line connecting the latter points. A violation under this provision is a misdemeanor crime which shall be punished by imprisonment of not more than ninety

**days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

Chapter 11.16, Right of Way or Property Paving, section 11.16.040 - Violation—Penalty.

Any violation of this chapter is a misdemeanor and is punishable by up to ~~two hundred fifty~~ one **thousand** dollars fine and/or ninety days in jail.

Chapter 11.24, Businesses on Rights-of-Way, section 11.24.010 - Prohibited.

(a) No owner, manager or employee of any business shall use any city or public property or right-of-way or sidewalk for purposes of advertising or conducting business or displaying or storing inventory, equipment or other business property. Each applicant for a business license shall sign a statement, on such form as may be furnished by the city, indicating an understanding of and willingness to comply with this section. Failure or refusal to sign the statement will be grounds for denial of the license.

(b) The city shall notify person(s) violating this section to remove all illegally situated property immediately.

(c) In the event the person(s) violating this section does not comply with directives of the city, the city may remove all property remaining on the city or public property or right-of-way or sidewalk and dispose of such property in any practical manner. The person(s) with dominion and control over the property shall be responsible to pay the cost of removing such property.

(d) In addition to any other cost or remedy available to the city, the failure or refusal to comply with this section shall constitute a civil **non-traffic** infraction. The civil penalty shall be two hundred fifty dollars per violation. Each day shall constitute a violation.

Chapter 11.28, Personal Property in Right of Way, section 11.28.050 - Violation—Penalty.

In addition to any other cost, the failure or refusal to remove personal property from the city right-of-way in accordance with this chapter shall be a ~~civil infraction.~~ **a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine. The civil penalty shall be two hundred fifty dollars per violation. Each day shall constitute a violation.**

**Section 2. Effective Date.**

This amending Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

**ORDAINED** this 27<sup>th</sup> day of January, 2014.

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Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

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Karen Clifton, City Clerk

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Robert F. Noe, City Attorney



**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. 2851**

AN ORDINANCE amending sections of Union Gap Municipal Code Title 14, chapter 28, Flood Hazard Protection.

WHEREAS, the City Attorney's office working in conjunction with the Yakima County District Court, which provides Municipal Court services to the City of Union Gap under contract, has identified certain areas of the Union Gap Municipal Code that require clarification;

WHEREAS, Union Gap Municipal Code Title 14 currently requires certain conduct but is not clear concerning the penalty provision for non-compliance or for a violation;

WHEREAS, it is recommended that the Code be amended to make clear the penalty provisions;

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

**Section 1. Title 14, Chapter 28 Amended.** The following section of Title 14, Chapter 28, Flood Hazard Protection, is amended as follows:

14.28.040 - Compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. **A violation of this chapter is a misdemeanor crime which shall be punished by imprisonment of not more than ninety days, or by a fine in an amount not more than one thousand dollars or both such imprisonment and fine.**

**Section 2. Effective Date.**

This amending Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

ORDAINED this 27<sup>th</sup> day of January, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. 2852**

AN ORDINANCE amending section 16.50.011 of the Union Gap Municipal Code relating to Subdivision and compliance.

WHEREAS, the City Attorney's office working in conjunction with the Yakima County District Court, which provides Municipal Court services to the City of Union Gap under contract, has identified certain areas of the Union Gap Municipal Code that require clarification;

WHEREAS, Union Gap Municipal Code section 16.50.010 currently prohibits certain conduct but is not clear concerning the penalty provision for non-compliance or for a violation;

WHEREAS, it is recommended that the Code be amended to make clear the penalty provisions;

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

**Section 1. Section 16.50.010 Amended.** Section 16.50.010 of the Union Gap Municipal Code is amended to read as follows:

16.50.010- Violations—Penalty.

- A. Noncompliance or violation of this title or RCW Chapter 58.17 is grounds for the denial of a development permit, including a building, plumbing and or mechanical permit, access/approach permit and any permit for the physical development or change to a parcel.
- B. No person, firm, corporation, association or agent thereof shall sell, offer for sale, transfer, or lease, either by deed or contract, any land subject to the requirements of short plat approval until a short plat has been approved and filed. Any person who violates any of the short plat provisions of this title shall be guilty of a **gross** misdemeanor ~~and shall be punished by a fine of not more than two hundred fifty dollars (\$250.00) for each violation. Each day such violation continues shall be considered a separate offense, which shall be punished by imprisonment of not more than 365 days, or be a fine in an amount not more than five thousand dollars or both such imprisonment and fine.~~
- C. No person shall sell, offer for sale, lease or transfer any land subject to the requirements of plat approval until a plat has been approved or filed. Any person who violates the plat provisions of this title shall, pursuant to RCW

58.17.300, be guilty of a gross misdemeanor, which shall be punished by imprisonment of not more than 365 days, or be a fine in an amount not more than five thousand dollars or both such imprisonment and fine; and each sale, offer for sale, lease or transfer of each separate lot, tract or parcel of land in violation of any provision of this title shall be deemed a separate and distinct offense.

**Section 2. Effective Date.**

This amending Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

**ORDAINED** this 27<sup>th</sup> day of January, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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



## City Council Communication

**Meeting Date:** February 10, 2014  
**From:** Robert Noe, City Attorney  
**Topic/Issue:** Information Only - Marijuana Moratorium

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**SYNOPSIS:** At the January 27, 2014 regular Council Meeting the Council voted to establish a three month moratorium on the filing of applications for development permits and licensing for the production, processing, or dispensing of marijuana or marijuana products within the City limits. The Public Hearing about the moratorium has been set for Monday, February 24, 2014 during the regular Council Meeting.

**RECOMMENDATION:** Information only.

**LEGAL REVIEW:** This issue has been reviewed by the City Attorney

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** This public hearing has will be advertised on February 9<sup>th</sup> and February 12<sup>th</sup>, which satisfies the state requirements.

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:** Notice of Public Hearing

**CITY OF UNION GAP  
NOTICE OF PUBLIC HEARING  
MEDICAL AND RECREATIONAL MARIJUAN MORATORIUM**

NOTICE IS HEREBY GIVEN that the Union Gap City Council will hold a public hearing on Monday, February 24, 2014 in the Union Gap City Council Chambers, at the hour of 6:00 p.m. or as soon thereafter as the matter may be heard by the City Council. The purpose of the hearing is to receive and consider public testimony in the matter of a establishing a three month moratorium on the filing of applications for development permits and licensing for the production, processing, or dispensing of cannabis or cannabis products within the City limits

NOTICE OF SAID HEARING IS HEREBY GIVEN as follows:

**DATE: MONDAY, February 24, 2014**  
**TIME: Between 6:00 P.M and 8:30 P.M.**  
**PLACE: CITY OF UNION GAP COUNCIL CHAMBERS**  
**102 W. Ahtanum Road (The former Library)**  
**Union Gap, WA 98903**

The purpose of the public hearing is to hear testimony and deliberate on the proposal. Testimony and factual material concerning the proposal may be presented to the City Council by an affected person or agency at this time or written testimony may be submitted to the City of Union Gap before the hearing date. If you have any questions contact Karen Clifton at 509.248.0432, or submit written materials to Karen Clifton, City of Union Gap, 102 West Ahtanum Road, P.O. Box 3008, Union Gap, WA, 98903.

**PUBLISH:**  
**Sunday, February 9, 2014**  
**Wednesday, February 12, 2014**



## City Council Communication

**Meeting Date:** February 10, 2014

**From:** Dan Olson, Council Member; LTAC Committee Chairman

**Topic/Issue:** Discussion – Lodging Tax Advisory Committee Recommendation to use the same policies and requirements for the Tourism Promotion Assessment fund as the Lodging Tax Fund

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**SYNOPSIS:** At their January 21, 2014 meeting the Lodging Tax Advisory Committee (LTAC) committee voted to recommend using the policies that apply to the Lodging Tax Fund to the Tourism Promotion Assessment (TPA) Fund.

**RECOMMENDATION:** Discuss the LTAC recommendation to use the current policies and requirements that apply to the Lodging Tax Fund to the TPA Fund.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** The City has not adopted policies for the TPA Fund other than those applied by the State.

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:**



## City Council Communication

**Meeting Date:** February 10, 2014  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Ordinance - Changing Title from Mayor Pro Tem to Deputy Mayor

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**SYNOPSIS:** The Finance and Administration Committee has requested that the City's Municipal Code be modified to show that the Mayor Pro Tempore will be referred to as the Deputy Mayor for the City of Union Gap. RCW 35A.13 refers to the Mayor Pro Tempore as either the Mayor Pro Tem or Deputy Mayor so the change suggested is acceptable. The Chapter relating to the Mayor Pro Tem is found in Title 2. Global changes to Title 2 of the Municipal Code are necessary in addition to this ordinance affecting Chapter 2.49. Those changes will be brought to the City Council's attention at a future Council meeting.

**RECOMMENDATION:** Pass an Ordinance amending Chapter 2.49 of the Municipal Code changing the title of Mayor Pro Tem to Deputy Mayor.

**LEGAL REVIEW:** The City Attorney has reviewed this issue.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS:**

**ATTACHMENTS:** Ordinance

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

AN ORDINANCE amending Chapter 2.49 of the Union Gap Municipal Code, Mayor Pro Tem.

WHEREAS, the City Council has requested that the City's Code be amended to reflect that the mayor pro tem will be referred to as the Deputy Mayor;

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

**Section 1. Chapter 2.49 Amended.** Union Gap Municipal Code Chapter 2.49, Mayor Pro Tem, is amended as follows:

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.~~

**Section 2. Effective Date.**

This amending Ordinance shall take effect and be in force five (5) days after final passage by the City Council and publication.

**ORDAINED** this 10th day of February, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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



## City Council Communication

**Meeting Date:** February 10, 2014  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** 2013 Development Permit Report

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**SYNOPSIS:** Attached are the Development Permit Summaries for 2012 & 2013.

2012	2013
223 permits	260 permits
\$121,275 Total Fees	\$155,968 Total Fees

**RECOMMENDATION:** For your information.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Development Permit Report Summaries - 2012 & 2013