

**UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 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 February 24th, 2014, As attached to the Agenda and maintained in electronic format;

B. Approve Vouchers:

Payroll Vouchers – EFT's and Voucher Nos. 41103 through 41152 and 87328 through 87341 for February 28, 2014, in the amount of \$418,139.26;

Claims Vouchers – EFT's and Voucher Nos. 87342 through 87416 for March 10, 2014, in the amount of \$164,470.30.

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

City Manager

Presentation – Fred Hutchinson - Olde Yakima Letterpress Museum Grand Opening.

Finance & Administration

1. Presentation – 2013 Year End Financial Update;
2. Resolution No. _____ - Second Amendment to the Lodging Tax Contract for Scott Steinloski, Tourism Promoter;
3. Resolution No. _____ - First Amendment to the Tourism Promotion Assessment (TPA) Contract for Scott Steinloski, Tourism Promoter.

Public Works/Community Development

1. Termination Letter- WSDOT State Operating Grant Agreement GCB-1586;
2. Discussion - Fullbright Park Field Development.

City Manager

Authorization – Purchase of Property for the Pioneer Graveyard Interpretative Site.

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. COMMUNICATIONS/QUESTIONS/COMMENTS

VII. BOARDS, COMMISSION & STANDING COMMITTEE REPORTS

VIII. DEVELOPMENT OF NEXT AGENDA

IX. ADJOURN REGULAR MEETING.

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
February 24, 2014
MINUTES

<u>Call to Order</u>	Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Carney, Olson, Matson, Butler, and Murr were present. Council Member Lenz was absent.
<u>Excuse Council Member</u>	Motion by Council Member Olson second by Council Member Carney to excuse Council Member Lenz. Motion carried unanimously.
<u>Staff Present</u>	Public Works & Community Development Director Henne, Acting Public Safety Director Cobb, AP/PR Technician Bisconer, City Manager Otterness, City Attorney Noe were present.
<u>Audience Present</u>	See list.
<u>Pledge of Allegiance</u>	Mayor Wentz led the Pledge of Allegiance.
<u>Consent Agenda</u>	Motion by Council Member Butler second by Council Member Murr to approve the consent agenda as follows: Approve Regular Council Meeting Meetings, dated February 10 th , 2014, As attached to the Agenda and maintained in electronic format. Approve EFT's and Claim Voucher Nos. 87225 through 87327 in the amount of \$255,622.83 dated February 24, 2014.
<u>Items from the Audience</u>	There were none.
<u>Public Hearing</u>	
Marijuana Moratorium	Mayor Wentz opened the Public Hearing in regards to the Marijuana Moratorium. City Attorney Noe gave an update on the purpose of the Marijuana Moratorium. Adam Marcus, Ray Kempf, and Rueben Brost offered testimony regarding the moratorium. Mayor Wentz acknowledged the three items of correspondence received in regards the Marijuana Moratorium. Mayor Wentz closed the Public Hearing.

General Items

Public Works/Community Development

Resolution No. 14-17 - HLA
Task Order 2014-3 - Main Street
Revitalization Study – Ahtanum
Road to South City Limit

Motion by Council member Butler, second by Council member Murr to adopt Resolution No. 14-17 authorizing the City Manager to sign Task Order 2014-3 with Huibretgse Louman Associates, Inc. for Main Street Revitalization Study – Ahtanum Road to south City limits.
Motion carried and ordinance adopted.

Resolution No. 14-18 -
Yakima Infantil Soccer
League - Two-Year
Agreement

Motion by Council member Butler, second by Council member Murr to adopt Resolution No. 14-18 authorizing the City Manager to sign a Facility Use Agreement with the Yakima Infantil Soccer League for use of part of the Ahtanum Youth Activities Park for soccer practices and games for 2014 and 2015 League play. Motion carried and ordinance adopted.

Legal

Ordinance. 2856 -
Establishing process for
Tourism Promotion Area
board to follow when
considering applications and
making recommendations

City Attorney Noe described the method by which the Union Gap Tourism Promotion Area board will make recommendations to City Council on how to expend assessments collected which method would mirror the process for expenditures of tourism tax money if the ordinance passed. Motion by Council Member Matson second by Council Member Murr to adopt Ordinance No. 2856. Roll call was taken with Council Members Murr, Matson, Butler, and Mayor Wentz voting yea and Council Members Olson and Carney voting nay. Motion passed.

City Manager

Resolution No. 14-19 –
Educational Service Dist. 105
grant writing services
agreement for Gang Free
Initiative Program.

Motion by Council member Murr, second by Council member Carney to adopt Resolution No. 14-19 authorizing the City Manager to sign an agreement with the Educational Service District 105 (ESD 105) for grant writing services to apply for federal funding for the City's Gang Free Initiative program. Motion carried and ordinance adopted.

Items from the Audience

There were none.

City Manager Report

City Manager Otterness reported on the 2013 current expense ending fund balance which increased 63% from the 2012 ending fund balance and he commended city staff and the city council for achieving this positive result.

Communications

Notice of February 26, 2014 Main Street TASKFORCE Meeting.

Questions/Comments

There were no questions or comments.

Boards, Commission & Standing Committee

There were no reports.

None.

Reports

Mayor Wentz reminded the council that he and Council Member Olson would be absent at the next council meeting because of their attendance at the National League of Cities conference in D.C.

Development of the Next Agenda

At 7:05 Mayor Roger Wentz recessed to an Executive Session for 10 minutes to discuss Property Acquisition pursuant to RCW 42.30.110(b) Mayor Wentz, Council Members, Public Works and Community Development Director Henne, City Manager Otterness and City Attorney Noe attended.

**Recess to Executive Session
Property Acquisition
Pursuant to RCW
42.30.110(b)**

Re-convened at 7:15 p.m.

At 7:16 p.m. Mayor Wentz adjourned the February 10, 2014 regular Council Meeting

Adjournment of Meeting

Rodney Otterness, City Manager

ATTEST

Karen Clifton, City Clerk



City Council Communication

Meeting Date: March 10, 2014
From: Karen Clifton, Director of Finance & Administration
Topic/Issue: Payroll Vouchers, February 28, 2014

SYNOPSIS: Payroll Vouchers Dated February 28, 2014

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos.41103 through 41152 and 87328 through 87341 in the amount of \$418,139.26.

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
MCAG #: 0853

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

Time: 10:37:08 Date: 02/27/2014
Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
502	01/31/2014	Payroll	2	EFT	BRYAN P BAUER	4,039.35	Retro Pay
503	01/31/2014	Payroll	2	EFT	LARRY BIRD	1,367.28	Retro Pay
504	01/31/2014	Payroll	2	EFT	LEVI G BUTTREY	296.15	Retro Pay
506	01/31/2014	Payroll	2	EFT	VICTORIA M GUTIERREZ	379.65	Retro Pay
507	01/31/2014	Payroll	2	EFT	JACOB J HEILMAN		Deleted Payroll Entry - Lynette
509	01/31/2014	Payroll	2	EFT	SHANE PATRICK MACIAS	1,083.33	Retro Pay
510	01/31/2014	Payroll	2	EFT	RONNIE G MORTON II	887.50	Retro Pay
512	01/31/2014	Payroll	2	EFT	AMBER E RADKE	751.32	Retro Pay
513	01/31/2014	Payroll	2	EFT	BRIANNA V SCHELHAMMER	397.61	Retro Pay
515	01/31/2014	Payroll	2	EFT	CASEY M YEAGER	1,035.12	Retro Pay
516	01/31/2014	Payroll	2	EFT	JACOB J HEILMAN	1,336.25	Retro Pay
851	02/13/2014	Payroll	2	EFT	CHRISTOPHER P JENSEN	2,750.00	Mid Month Draw
1189	02/27/2014	Payroll	2	EFT	MISAEEL ACEVEDO	2,195.17	February Payroll
1190	02/27/2014	Payroll	2	EFT	BRYAN P BAUER	851.98	February Payroll
1191	02/27/2014	Payroll	2	EFT	TERRI L BERTELSEN	2,341.79	February Payroll
1192	02/27/2014	Payroll	2	EFT	LARRY BIRD	5,595.55	February Payroll
1193	02/27/2014	Payroll	2	EFT	LYNETTE BISCONER	3,750.84	February Payroll
1194	02/27/2014	Payroll	2	EFT	RYAN BONSEN	3,730.29	February Payroll
1196	02/27/2014	Payroll	2	EFT	CRAIG G BUNTING	3,396.31	February Payroll
1197	02/27/2014	Payroll	2	EFT	DAVID D BUTLER	538.65	February Payroll
1198	02/27/2014	Payroll	2	EFT	MARK CARNEY	554.10	February Payroll
1199	02/27/2014	Payroll	2	EFT	JEFFERY J CHARTERS	175.32	February Payroll
1201	02/27/2014	Payroll	2	EFT	KAREN CLIFTON	3,772.12	February Payroll
1203	02/27/2014	Payroll	2	EFT	JO COLLIER	2,383.08	February Payroll
1204	02/27/2014	Payroll	2	EFT	JOSE CRUZ	99.91	February Payroll
1205	02/27/2014	Payroll	2	EFT	CHRIS DAHL	3,539.66	February Payroll
1206	02/27/2014	Payroll	2	EFT	ERICK MICHAEL DELP	3,922.94	February Payroll
1207	02/27/2014	Payroll	2	EFT	DWIGHT M DERBY	184.29	February Payroll
1209	02/27/2014	Payroll	2	EFT	RENARD T EDWARDS	3,972.96	February Payroll
1210	02/27/2014	Payroll	2	EFT	ANDREA C ELY	2,296.28	February Payroll
1212	02/27/2014	Payroll	2	EFT	VICTORIA M GUTIERREZ	2,000.16	February Payroll
1213	02/27/2014	Payroll	2	EFT	JACOB J HEILMAN	3,789.06	February Payroll
1214	02/27/2014	Payroll	2	EFT	JACK L HENDERSON	375.78	February Payroll
1215	02/27/2014	Payroll	2	EFT	DENNIS HENNE	4,473.70	February Payroll
1217	02/27/2014	Payroll	2	EFT	SHAWN R JAMES	3,840.67	February Payroll
1218	02/27/2014	Payroll	2	EFT	CHRISTOPHER P JENSEN	2,818.91	February Payroll
1219	02/27/2014	Payroll	2	EFT	CHASE KELLOGG	3,830.87	February Payroll
1220	02/27/2014	Payroll	2	EFT	CHAD E LENZ	547.85	February Payroll
1221	02/27/2014	Payroll	2	EFT	ALBA L LEVESQUE	3,441.26	February Payroll
1222	02/27/2014	Payroll	2	EFT	JO LINDER	2,658.15	February Payroll
1224	02/27/2014	Payroll	2	EFT	SHANE PATRICK MACIAS	2,943.11	February Payroll
1225	02/27/2014	Payroll	2	EFT	DAVID W MATSON	552.85	February Payroll
1226	02/27/2014	Payroll	2	EFT	STACE J MCKINLEY	3,449.06	February Payroll
1227	02/27/2014	Payroll	2	EFT	MONTY MCNEARNEY	4,501.72	February Payroll
1228	02/27/2014	Payroll	2	EFT	ROBERT MCRAE	3,535.87	February Payroll
1230	02/27/2014	Payroll	2	EFT	CAROLANN MONTGOMERY	1,476.45	February Payroll
1231	02/27/2014	Payroll	2	EFT	HEATHER J MOORES	1,177.97	February Payroll
1232	02/27/2014	Payroll	2	EFT	RONNIE G MORTON II	2,925.70	February Payroll
1234	02/27/2014	Payroll	2	EFT	SERGIO E OCHOA	3,272.44	February Payroll
1236	02/27/2014	Payroll	2	EFT	RODNEY G OTTERNESS	5,533.25	February Payroll
1239	02/27/2014	Payroll	2	EFT	AMBER E RADKE	2,323.36	February Payroll
1241	02/27/2014	Payroll	2	EFT	HECTOR A RIVERA	4,049.25	February Payroll
1243	02/27/2014	Payroll	2	EFT	SYLVIA SANCHEZ	5,473.17	February Payroll
1244	02/27/2014	Payroll	2	EFT	CURTIS J SANTUCCI	4,010.50	February Payroll
1245	02/27/2014	Payroll	2	EFT	BRIANNA V SCHELHAMMER	1,942.93	February Payroll
1246	02/27/2014	Payroll	2	EFT	DAVID L SPURLOCK	5,053.90	February Payroll
1247	02/27/2014	Payroll	2	EFT	MICHAEL STILLWAUGH	4,650.30	February Payroll
1249	02/27/2014	Payroll	2	EFT	PATRICK THOMPSON	4,849.50	February Payroll

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

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

Time: 10:37:08 Date: 02/27/2014
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1250	02/27/2014	Payroll	2	EFT	ERIC B TURLEY	3,982.69	February Payroll
1252	02/27/2014	Payroll	2	EFT	JOSEPH VANICEK	4,319.93	February Payroll
1253	02/27/2014	Payroll	2	EFT	JESSE A WALRUFF	3,292.91	February Payroll
1254	02/27/2014	Payroll	2	EFT	GLORIA A WALTMAN	2,521.45	February Payroll
1255	02/27/2014	Payroll	2	EFT	LYDIA M WAREHIME	1,155.26	February Payroll
1256	02/27/2014	Payroll	2	EFT	TERRYL D WAY	4,393.97	February Payroll
1257	02/27/2014	Payroll	2	EFT	ROGER E WENTZ	511.15	February Payroll
1259	02/27/2014	Payroll	2	EFT	CASEY M YEAGER	2,937.39	February Payroll
1265	02/27/2014	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	82,020.78	LEOFF 1 RETIREE MEDICAL BENEFITS-03/2014; 02/01/2014 To 02/28/2014 - Medical
1266	02/27/2014	Payroll	2	EFT	INTERNAL REVENUE SERVICE	66,150.66	941 Deposit For 02/01/2014 - 02/28/2014
1267	02/27/2014	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	18,617.45	02/01/2014 To 02/28/2014 - LEOFF I; 02/01/2014 To 02/28/2014 - LEOFF II
1268	02/27/2014	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	18,131.03	02/01/2014 To 02/28/2014 - PERS I; 02/01/2014 To 02/28/2014 - PERS II; 02/01/2014 To 02/28/2014 - PERS III
505	01/31/2014	Payroll	2	41103	RYAN M EVERS	207.35	Retro Pay
508	01/31/2014	Payroll	2	41104	BRIAN LINE	1,352.92	Retro Pay
511	01/31/2014	Payroll	2	41105	TYLER J QUANTRILLE	1,261.82	Retro Pay
514	01/31/2014	Payroll	2	41106	TIMOTHY WHITEHURST	1,597.01	Retro Pay
1195	02/27/2014	Payroll	2	41107	JACOB BROWN	203.83	February Payroll
1200	02/27/2014	Payroll	2	41108	TRAVIS A CHRISTOPHER	176.42	February Payroll
1202	02/27/2014	Payroll	2	41109	GREGORY COBB	4,915.41	February Payroll
1208	02/27/2014	Payroll	2	41110	DONALD DURKEE	3,681.11	February Payroll
1211	02/27/2014	Payroll	2	41111	JOHN A FERNANDEZ	86.66	February Payroll
1216	02/27/2014	Payroll	2	41112	ROBERT M HENNESSY	2,876.53	February Payroll
1223	02/27/2014	Payroll	2	41113	BRIAN LINE	4,010.74	February Payroll
1229	02/27/2014	Payroll	2	41114	NATHAN MILLER	411.34	February Payroll
1233	02/27/2014	Payroll	2	41143	JAMES E MURR	542.65	February Payroll
1235	02/27/2014	Payroll	2	41144	DAN C OLSON	552.85	February Payroll
1237	02/27/2014	Payroll	2	41145	RONALD PHILLIPS	4,209.64	February Payroll
1238	02/27/2014	Payroll	2	41146	TYLER J QUANTRILLE	4,330.93	February Payroll
1240	02/27/2014	Payroll	2	41147	PETER C RASMUSSEN	44.32	February Payroll
1242	02/27/2014	Payroll	2	41148	CHRISTOPHER JOHN ROMERO	183.39	February Payroll
1248	02/27/2014	Payroll	2	41149	MATTHEW W STRUNK	230.59	February Payroll
1251	02/27/2014	Payroll	2	41150	JENNY V VALLE		Deleted Payroll Entry - Lynette
1258	02/27/2014	Payroll	2	41151	TIMOTHY WHITEHURST	5,727.70	February Payroll
1289	02/27/2014	Payroll	2	41152	JENNY V VALLE	1,344.85	February Payroll
1269	02/27/2014	Payroll	2	87328	AFLAC	458.62	02/01/2014 To 02/28/2014 - AFLAC; 02/01/2014 To 02/28/2014 - AFLAC Pre Tax
1270	02/27/2014	Payroll	2	87329	EMPLOYEE FUND	23.00	02/01/2014 To 02/28/2014 - Employee Fund
1271	02/27/2014	Payroll	2	87330	ICMA RETIREMENT TRUST#302189	14,590.13	02/01/2014 To 02/28/2014 - ICMA Retirement Trust

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

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

Time: 10:37:08 Date: 02/27/2014
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1272	02/27/2014	Payroll	2	87331	SOLARITY CREDIT UNION	1,323.30	02/01/2014 To 02/28/2014 - IAFF Union Dues; 02/01/2014 To 02/28/2014 - FF Insurance; 02/01/2014 To 02/28/2014 - FF Employee Fund; 02/01/2014 To 02/28/2014 - FF Uniform
1273	02/27/2014	Payroll	2	87332	TEAMSTERS LOCAL 760	572.00	02/01/2014 To 02/28/2014 - Teamsters Dues
1274	02/27/2014	Payroll	2	87333	TRUSTEED PLANS	603.68	02/01/2014 To 02/28/2014 - Trusteed Plans
1275	02/27/2014	Payroll	2	87334	UNION GAP POLICE OFFICERS ASSN	750.00	02/01/2014 To 02/28/2014 - UGPOA Dues
1276	02/27/2014	Payroll	2	87335	UNITED WAY OF YAKIMA CNTY	30.00	02/01/2014 To 02/28/2014 - United Way
1277	02/27/2014	Payroll	2	87336	USABLE LIFE	95.00	02/01/2014 To 02/28/2014 - USable Life
1278	02/27/2014	Payroll	2	87337	WA STATE COUNCIL OF CNTY	429.73	02/01/2014 To 02/28/2014 - AFCSME Dues
1279	02/27/2014	Payroll	2	87338	WA STATE COUNCIL OF	150.00	02/01/2014 To 02/28/2014 - WSCOPO Dues
1280	02/27/2014	Payroll	2	87339	WSCCCE TRUST	4,796.50	02/01/2014 To 02/28/2014 - WSCCCE
1281	02/27/2014	Payroll	2	87340	WSCFF EMPLOYEE BENEFIT TRUST	600.00	02/01/2014 To 02/28/2014 - WSCFF
1291	02/27/2014	Payroll	2	87341	ACTION COLLECTORS, INC.	612.03	02/01/2014 To 02/28/2014 - GARN
						342,765.13	
001 Current Expense Fund						29,790.22	
101 Street Fund						1,802.16	
128 Transit System Fund						22,339.68	
401 Water Fund						533.84	
402 Garbage Fund						20,908.23	
403 Sewer Fund							
						418,139.26	Payroll: 418,139.26

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: March 10, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers, March 10, 2014

SYNOPSIS: Claim Vouchers Dated March 10, 2014

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 87342 through 87416 are approved on March 10, 2014 in the amount of \$164,470.30.

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: 03/31/2014

Time: 13:15:16 Date: 03/05/2014
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1379	03/06/2014	Claims	2	EFT	XPRESS BILL PAY	270.25	UB ONLINE PAYMENTS - 02/2014
1420	03/05/2014	Claims	2	87342	UNITED STATES POSTMASTER	542.91	CH NEWSLETTER; 03/2014
1421	03/10/2014	Claims	2	87343	ADVANCED TRAVEL EXP. FUND	709.78	REIMBURSE #1088 BUTLER; BIAS TRAINING - WALTMAN
1422	03/10/2014	Claims	2	87344	BANK OF AMERICA	46.74	FC - 02/2014
1423	03/10/2014	Claims	2	87345	BANK OF NEW YORK MELLON	300.00	ADMIN FEES - 11/13 - 11/14
1424	03/10/2014	Claims	2	87346	LARRY BIRD	75.00	BOOT REPAIR
1425	03/10/2014	Claims	2	87347	BLUMENTHAL UNIFORMS &	79.48	PD UNIFORMS-UGPD PINS SILVER AND GOLD; UNIFORM CLASS A CREDIT; UNIFORM CLASS A CREDIT-BONSEN; UNIFORM-TIES/COLLAR BRASS SHIPPING AND HANDLING CHARGES
1426	03/10/2014	Claims	2	87348	RYAN BONSEN	72.22	EVIDENCE TRANSFERING
1427	03/10/2014	Claims	2	87349	CAREY MOTORS	426.04	VEHICLE SERVICE #12-LOF & FUEL FILTER REPLACEMENT; VEHICLE SERVICE #5-REPLACE FENDER LINER, ALIGNMENT, LOF. #17-LOF, REPLACE AIR FILTER
1428	03/10/2014	Claims	2	87350	CASCADE FIRE EQUIPMENT	209.91	FIREFIGHTER BADGES
1429	03/10/2014	Claims	2	87351	CASCADE INDUSTRIAL & HYD LLC	36.35	QUICK COUPLER, MALE/FEMALE #2007 WATER
1430	03/10/2014	Claims	2	87352	CENTURY LINK - LD	9.55	CH LD- MULTIPLE 02/14
1431	03/10/2014	Claims	2	87353	CENTURY LINK	1,292.00	CH/LIBRARY FAX- MULTIPLE 02/14; FIRE DEPT HOT LINE - FEBRUARY 2014; AG MUSEUM 01/14; CH T1- MULTIPLE- 02/14; LEGAL- 02/14; WATER TELEMTRY 02/23- 03/23/2014
1432	03/10/2014	Claims	2	87354	CINTAS CORP #605	1,119.05	FIRE DEPT UNIFORM CLEANING; SR CTR MOP & MAT SVC; PD MAT SERVICE 2/14/14, 2/21/14; FIRE DEPT UNIFORM CLEANING; FIRE DEPT UNIFORM CLEANING; CH MOP & MAT SVC, SR CTR MOP & MAT SVC NOV- DEC 2013
1433	03/10/2014	Claims	2	87355	CITY OF UNION GAP	256.75	SEPA CHECKLIST, MAIN STREET APPLICATION
1434	03/10/2014	Claims	2	87356	COMMUNICATIONS ASSN	2,885.28	COMMUNICATIONS USER FEES - 2014
1435	03/10/2014	Claims	2	87357	RICHARD CORKINS	150.00	CLEANING AND DEPOSIT REFUND BARN 02/01/2014
1436	03/10/2014	Claims	2	87358	JOHN CRIMIN	104.90	LEOFF 1 MEDICARE - 03/2014
1437	03/10/2014	Claims	2	87359	DB SECURE SHRED	70.14	CH SHRED 01/14
1438	03/10/2014	Claims	2	87360	ELITE TOWING & RECOVERY LLC	77.04	PD TOWING-FEB 21, 14; PD TOWING 2/25/14
1439	03/10/2014	Claims	2	87361	EMERGENCY REPORTING	203.23	FIRE/EMS REPORTING - APRIL 2014

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 03/31/2014

Time: 13:15:16 Date: 03/05/2014
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1440	03/10/2014	Claims	2	87362	FOWLER COMPANY HD	767.98	QUICK JOINT BALL-TAP FOR 3RD ST, TRAFFIC REPAIR KIT FOR M&H FIRE HYD COMPLETE
1441	03/10/2014	Claims	2	87363	FUTURE LINK COMMUNICATIONS	154.04	SYSTEM DOWN
1442	03/10/2014	Claims	2	87364	GAP AUTO PARTS	460.07	KWIK CONNECT BLADES-#1011 SHOP
1443	03/10/2014	Claims	2	87365	GE CAPITAL	400.51	KYOCERA TASKALFA LEASE 03/14
1444	03/10/2014	Claims	2	87366	GEARJAMMER	1,677.51	PD FUEL FEB 1-15, 2014
1445	03/10/2014	Claims	2	87367	GENE WEINMANN CONSULTING	87.50	CDBG REHAB MANAGEMENT- 02/14
1446	03/10/2014	Claims	2	87368	GILLIHAN LAW OFFICE PLLC	5,700.00	PUBLIC DEFENDER - 02/2014
1447	03/10/2014	Claims	2	87369	GRAINGER	181.66	BOTTLE W/ HANDLE/DETERGENT-WAST EWATER
1448	03/10/2014	Claims	2	87370	IN TOUCH MARKETING	14,143.18	TOURISM PROMOTER/TPA MANAGEMENT - 02/2013
1449	03/10/2014	Claims	2	87371	INDEPENDENT WATER SERVICE INC	16.76	CH WATER & COOLER RENT FEB- MAR 2014
1450	03/10/2014	Claims	2	87372	INTEGRA TELECOM OF WASHINGTON INC	1,951.33	CH-01/14; COURT-01/14
1451	03/10/2014	Claims	2	87373	JANITORS CLOSET	94.58	MULTIFOLD TOWEL
1452	03/10/2014	Claims	2	87374	KELLER SUPPLY CO	189.03	ACTIVITY BLDG LN DECK MIX FCT L/NOZZLE, SWING SPT DBL JOINT-PARKS
1453	03/10/2014	Claims	2	87375	LEGAL COURIERS INC	30.00	COURIER SVC - 03/14
1454	03/10/2014	Claims	2	87376	ABELARDO LOPEZ	150.00	CLEANING/ DAMAGE DEPOSIT ACTIVITIES 02/16/2014
1455	03/10/2014	Claims	2	87377	LOWES COMPANY INC	36.96	USB PORT/STENCIL; MISC STATION ITEMS; STATION ITEMS (FOR LIGHT FIXTURES); RETURN LIGHT; STATION LIGHT/LYSOL; RETURN MISC ITEMS
1456	03/10/2014	Claims	2	87378	MOTOROLA SOLUTIONS, INC	121.07	RADIO BATTERY
1457	03/10/2014	Claims	2	87379	NATIONAL SAFETY INC	166.46	COMPRESSED GAS
1458	03/10/2014	Claims	2	87380	ROBERT F NOE	500.00	CITY ATTORNEY - 02/2014
1459	03/10/2014	Claims	2	87381	O&D EWING CONSTRUCTION LLC	3,567.30	PD REPLACE 2 DOORS & INSTALL SAFETY GLASS IN FRONT OFFICE
1460	03/10/2014	Claims	2	87382	OFFICE DEPOT	5.91	EASEL PAD
1461	03/10/2014	Claims	2	87383	OFFICE DEPOT	167.88	INK CTGS, FLAGS & STORAGE BOXES; HDMI CABLE; ENVELOPES, TAPE

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1462	03/10/2014	Claims	2	87384	OFFICE SOLUTIONS NORTHWEST	512.69	LEGAL & LETTER FILE FOLDERS, BINDER CLIPS, PENS, TABS FOR FINANCE DIRECTOR; COMPRESSED GAS DUSTER, BLDG/PLAN-FILE FOLDERS, BLUE 100/BX STRAIGHT CUT LEGAL; COPY PAPER; CORRECTION TAPE; MAILING LABELS,;
1463	03/10/2014	Claims	2	87385	PROTECTION ONE	67.16	ALARM MONITORING-02/14
1464	03/10/2014	Claims	2	87386	REPUBLIC PUBLISHING CO	1,786.29	SUMMARY OF ORDINANCES PASSED JANUARY 27, 2014 # 2843-2854; NOTICE OF PUBLIC HEARING MEDICAL AND RECREATIONAL MARIJUANA MORATORIUM; DETERMINATION OF NON-SIGNIFIGANCE; REQUEST FOR PROPOSALS FOR TRANSIT
1465	03/10/2014	Claims	2	87387	RICOH USA INC (MAINTENANCE)	235.75	PD COPIER MAINTENANCE 1/11/14-02/10/14
1466	03/10/2014	Claims	2	87388	RICOH USA, INC (LEASE)	353.88	PD COPIER LEASE 02/11/14-03/10/14
1467	03/10/2014	Claims	2	87389	HECTOR RIVERA	175.00	DOWN PAYMENT REFUND BARN 06142014
1468	03/10/2014	Claims	2	87390	SEA-WESTERN INC	46.47	QUICK ADJUST
1469	03/10/2014	Claims	2	87391	SHOPKO	22.68	CHLORINE/BRUSH
1470	03/10/2014	Claims	2	87392	SPENCER FLUID POWER	105.56	COUPLING & LABOR-#2011
1471	03/10/2014	Claims	2	87393	SPRINT CH/FD/PW ACT #516627226	334.31	RESCUE 85 -JANUARY 2014; FIRE DEPT - JANUARY 2014; PARKS - 01/2014; PW - 01/2014
1472	03/10/2014	Claims	2	87394	MELODY STEIN	150.00	CLEANING/ DAMAGE DEPOSIT BARN 02/22/2014
1473	03/10/2014	Claims	2	87395	SUNFAIR CHEVROLET	104.60	(S) CABLE-#1008 WATER
1474	03/10/2014	Claims	2	87396	T C TRANSPORTATION SERVICES	33,422.58	DIAL A RIDE/FIXED BUS ROUTE-02/2014
1475	03/10/2014	Claims	2	87397	U-HAUL MOVING & STORAGE	422.85	CH STORAGE - 03/2014
1476	03/10/2014	Claims	2	87398	UNION GAP WATER FUND & SEWER	450.34	107 W AHTANUM RD - FEBRUARY 2014; 3007 2ND ST - FEBRUARY 2014; 3106 1ST ST, 3103 2ND ST, 102 W AHTANUM RD
1477	03/10/2014	Claims	2	87399	UNION GAP	321.29	BLOOD PRESSURE MONITOR; DIRECTOR MTG LUNCH; KLISE - NUISANCE ABATEMENT
1478	03/10/2014	Claims	2	87400	UNITED BUSINESS MACHINES	63.80	KYOCERA MITA/KM-3050 LEASE 03/15/14-04/14/14
1479	03/10/2014	Claims	2	87401	UNITED PARCEL SERVICE	25.09	CH SHIPPING 01/17/2014
1480	03/10/2014	Claims	2	87402	UNUM LIFE INSURANCE	137.40	LEOFF1 BENEFITS 03/2014

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 03/31/2014

Time: 13:15:16 Date: 03/05/2014
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1481	03/10/2014	Claims	2	87403	US BANK CARDMEMBER SVC	562.00	PHONE CHARGER; RUBBERIZED PHONE BELT CLIP-COBB, SCHOOL SAFETY MEETING; FIRE CHIEF MEETING; YVLEA MEETING; MONROE CALCULATOR; YAKIMA/UG JOINT INTENT; WCIA BOARD MEETING - OTTERNES; DIRECTORS LUNCH MEE
1482	03/10/2014	Claims	2	87404	VALLEY MARINE	70.09	CABLE FOR FLINK SANDER-PREMIER II CABLE 13
1483	03/10/2014	Claims	2	87405	VERIZON WIRELESS	952.60	PD MDT MODEMS-JAN 14-FEB 13
1484	03/10/2014	Claims	2	87406	WA ASSOC OF BUILDING OFFICIALS	700.00	WABO 2014 ANNUAL EDUCATION INSTITUTE MAR. 24-27, 2014 - M. ACEVEDO TRAINING
1485	03/10/2014	Claims	2	87407	WA STATE DEP OF LICENSING	222.00	CONCEALED PISTOL LICENSES - 01/2014
1486	03/10/2014	Claims	2	87408	WA STATE DEPT OF TRANSPORTATION	1,656.14	SIGNAL MAINTENANCE, REPAIR AND ADDITIONS
1487	03/10/2014	Claims	2	87409	WASHINGTON FIRE CHIEFS	175.00	TRUCK COMPANY OPS REGISTRATION- S. MACIAS
1488	03/10/2014	Claims	2	87410	SANDY WEHNES	73.08	OVERPAYMENT REFUND
1489	03/10/2014	Claims	2	87411	YAKIMA CITY TREASURER	50,844.77	WASTEWATER- 01/14
1490	03/10/2014	Claims	2	87412	YAKIMA CO DISTRICT COURT	28,815.42	COURT AGREEMENT MARCH 2014
1491	03/10/2014	Claims	2	87413	YAKIMA COUNTY TREASURER	139.02	2014 HORTICULTURAL ASSESSMENT; 2014 STORMWATER ASSESSMENT; 2014 MOSQUITO ASSESSMENT; 2014 DRAINAGE ASSESSMENT
1492	03/10/2014	Claims	2	87414	YAKIMA NETWORKING	1,710.25	EXEC EMAIL, PRINT DRIVER & MONITOR FIN, SOFTWARE INSTALL PW; INSTALL PARALLEL CARD IN PC; SET UP AND TECH SUPPORT FOR W/S/G, FIN PCS; LEG TABLETS, EXEC EMAIL, CALENDER BLD/PLA, W/S/G BIAS; ANTI VIRUS
1493	03/10/2014	Claims	2	87415	FIVE K COMPUTER-INTERNET-PHONES	29.90	WEBSITE HOSTING (FIRE) - FEB AND MARCH 2014
1494	03/10/2014	Claims	2	87416	LOWES COMPANY INC	275.94	SUPPLIES, REPAIRS & MAINTENANCE PW
						58,101.22	
001 Current Expense Fund						58,101.22	
101 Street Fund						2,744.65	
107 Convention Center Reserve Fund						5,869.59	
108 Tourism Promotion Area Fund						8,393.18	
114 Seniors Activity Fund						58.37	

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2014 To: 03/31/2014

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Trans Date	Type	Acct #	War #	Claimant	Amount	Memo
				123 Criminal Justice Fund	121.07	
				124 Infrastructure Reserve Fund	256.75	
				128 Transit System Fund	34,193.36	
				170 Housing Rehabilitation Fund	87.50	
				401 Water Fund	1,402.84	
				402 Garbage Fund	807.60	
				403 Sewer Fund	52,061.09	
				414 Water Deposits	73.08	
				431 1998 & 2003 W/S Bond Redemption Fund	300.00	
						Claims: 164,470.30
					164,470.30	

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: March 10, 2014
From: Rod Otterness, City Manager
Topic/Issue: Presentation – Fred Hutchinson - Olde Yakima Letterpress Museum Grand Opening

SYNOPSIS: Fred Hutchinson, Curator of the Olde Yakima Letterpress Museum, 2002 Landon Avenue, Union Gap will invite the City Council and public to the grand opening of the museum to be held at 10:00 a.m. on Saturday, March 22, 2014.

RECOMMENDATION: N/A

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Olde Yakima Letterpress Museum Grand Opening Brochure



DIRECTIONS AND LODGING

Guesthouse Inn

1010 East A Street • Yakima, WA 98901
Rachel, Manager - 509-451-8101 or 800-952-8100
Low rates - ask for Oldie Yakima Letterpress Museum Group Rate

The Seasons Performance Hall

101 North Naches Avenue • Yakima, WA 98901

Depart 182 E US97 S

At exit 33B, take ramp right for Yakima Ave toward Terrace Plaza
Turn right onto E Terrace Heights Way/E Yakima Ave
Turn right onto N Naches Ave

The Seasons will be on the right

If you reach E Marsh Luther King Jr Blvd, you've gone too far.

Olbe Yakima Letterpress Museum

2001 London Avenue • Union Gap, WA 98903

Merge onto 190 E toward 182/Spothane/Yakima

Take exit 110 to merge onto 182 E/US97 S toward Yakima
Take exit 34 for WA-24 E/Abel Hill Blvd toward Moscow
Keep right at the fork, follow signs for TVCC

Turn right onto E Nosh Hill Blvd

Turn left onto S 118th St

Turn right onto E Washington Ave

Turn left onto London Ave

The Museum will be on the right

I AM TYPE

Of my earliest ancestry neither history nor relic remain. With the golden vision of the ingenious Gutenberg, who first applied the principle of casting in metal, the profound art of printing with movable types was born. Cold, rigid, implacable I may be, yet the first impress of my face brought the Divine Word to countless thousands. I bring into the light of day the precious stores of knowledge and wisdom long hidden in the grave of ignorance. I am the leaven army that conquers the world. I am type.

◆ Frederic W. Cloude 1865-1947

Ben Franklin Live!

with Christopher Lowell, internationally recognized actor/historian

Friday, March 21, 2014 - 6:30 PM
The Seasons Performance Hall
161 North Nubia Avenue • Yakima, Washington 99021

Adult: \$12.00
Senior: \$8.00
Scout/Student: \$6.00

GROUP RATE: 12 Adult Tickets or 20 Scout/Student Tickets \$100.00

TICKETS AT THE DOOR AVAILABLE SEATING - \$12.00

Adult Day Memory and Eagle Scout - Complimentary with ID or in uniform

Access to benefits

OLIVE YAKIMA LETTERPRESS MUSEUM • Union Gap, Washington

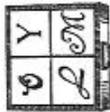
• 509-621-1101 for profit organization and Washington State Public Charity

Grand Opening Olbe Yakima Letterpress Museum

2002 Landon Avenue
Union Gap, Washington 98903

Saturday, March 22 - 10:00 a.m.
Free Admission

Ben Franklin will be on hand for
conversation and photos



Ruth Bishop and Fred Hutchinson, Co-Founders
together with the Board of Directors of

Olbe Yakima Letterpress Museum

Cordially invite You To Join Us
for fun filled and educational opportunities
in Celebration of our Grand Opening

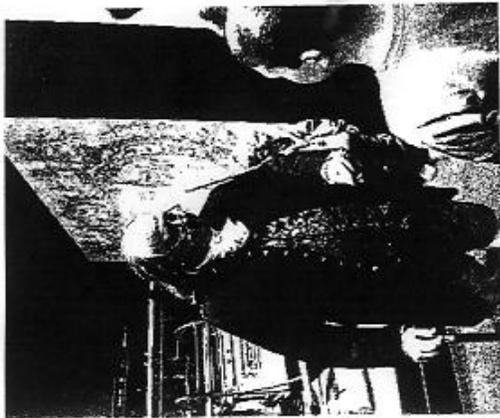
Friday, March 21, 2014 - 6:30 p.m.

Join for an unforgettable event as
Christopher Lowell presents Ben Franklin as a role model
for life-long learning, ethics and achievement

Saturday, March 22, 2014 - 10:00 a.m.

Museum Grand Opening
with hands on opportunity
to set movable type
and operate early 1900s equipment

Interested in becoming a
Volunteer or Board Member?
Contact Us!



For group tickets and more information contact
Fred Hutchinson, Curator or Ruth Bishop, Co-Founder
at (509) 719-9779 or fpitiley@jpa.net
Individual tickets also available at
www.brownpaperickets.com



City Council Communication

Meeting Date: March 10, 2014
From: Karen Clifton, Director of Finance & Administration
Topic/Issue: Presentation – 2013 Year End Financial Update

SYNOPSIS: Presentation of the 2013 Year End Financial Update (4th Quarter)

RECOMMENDATION: Information and Discussion Only

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: March 10, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Resolution - Second Amendment to the Lodging Tax Contract for Scott Steinloski, Tourism Promoter

SYNOPSIS: The 2014 Budget includes an increase in the contract between the City and Scott Steinloski for Tourism Promoting through the Lodging Tax revenue. Therefore an amendment must be made to the contract reflecting this change.

RECOMMENDATION: Approve a Resolution Authorizing the City Manager to Sign a second amendment to the Lodging Tax Contract with Scott Steinloski which reflects the increased contract fees.

LEGAL REVIEW: The Attorney Prepared the Resolution and amendment.

FINANCIAL REVIEW: The 2014 Lodging Tax Budget includes an increase for Contract Fees in the amount of \$6,000; increasing the fee from \$63,000 to \$69,000 annually.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Second Amendment to the Lodging Tax Contract

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a second amendment to the Professional Services Contact (Tourism Promoter and Coordinator) with Scott Steinloski.

WHEREAS, the City of Union Gap using Lodging Tax entered into a contract with Scott Steinloski to promote tourism within the City;

WHEREAS, the City of Union Gap wishes to amend the compensation provision of the Professional Services Contact (Tourism Promoter and Coordinator) with Scott Steinloski to reflect an increase;

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

The City Manager is authorized to sign a second amendment to Professional Services Contact (Tourism Promoter and Coordinator) with Scott Steinloski.

PASSED this 10th day of March, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Robert F. Noe, City Attorney

**SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT (TOURISM
PROMOTER AND COORDINATOR)**

The parties, CITY OF UNION GAP ("City") and Scott Steinloski ("Contractor") agree to amend the existing Professional Services Contract (Tourism Promoter and Coordinator) between the parties as follows:

Section 3.A. "Compensation" is amended to read:

- A. Compensation. City shall compensate Contractor for the service provided under the contract at the rate of \$5,750.00 per month. Contractor will provide the City with an invoice for services detailing Contractor's time spent at the conclusion of each calendar month.

Agreed this 10th day of March, 2014

Agreed this 10th day of March, 2014

CITY OF UNION GAP

CONTRACTOR

Rodney Otterness, City Manager

Scott Steinloski, Contractor

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: March 10, 2014
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Resolution - First Amendment to Tourism Promotion Assessment (TPA)
Contract for Scott Steinloski, Tourism Promoter

SYNOPSIS: The 2014 Budget includes an increase in the contract between the City and Scott Steinloski for Tourism Promoting through the Tourism Promotion Assessment (TPA) revenues. Therefore an amendment needs to be done to the contract reflecting these changes.

RECOMMENDATION: Approve a Resolution Authorizing the City Manager to Sign a first amendment to the TPA Contract with Scott Steinloski reflecting these changes.

LEGAL REVIEW: The Attorney Prepared the Resolution and amendment.

FINANCIAL REVIEW: The 2014 TPA Budget includes an increase for Contract Fees in the amount of \$1,000; increasing the fee from \$5,000 to \$6,000 annually.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. First Amendment to the TPA Contract

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

A RESOLUTION authorizing the City Manager to sign an amendment to the Tourism Promotion Area - Management Agreement with Scott Steinloski.

WHEREAS, the City of Union Gap created a Tourism Promotion Area (TPA) pursuant to RCW 35.101;

WHEREAS, the City of Union Gap entered into a contract with Scott Steinloski to administer the activities and programs of the Union Gap Tourism Promotion Area; and,

WHEREAS, the City of Union Gap wishes to amend the compensation provision of the Tourism Promotion Area - Management Agreement with Scott Steinloski to reflect an increase;

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

The City Manager is authorized to sign an amendment to Tourism Promotion Area - Management Agreement with Scott Steinloski.

PASSED this 10th day of March, 2014.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, Clerk

Robert F. Noe, City Attorney

AMENDMENT TO TOURISM PROMOTION AREA – MANAGEMENT AGREEMENT

The parties, CITY OF UNION GAP ("City") and Scott Steinloski ("Contractor") agree to amend the existing TOURISM PROMOTION AREA – MANAGEMENT AGREEMENT between the parties as follows:

Section 3 "Compensation" is amended to read:

Contractor shall receive \$500.00 per month as and for consideration for the management services provided under this Agreement. Contractor shall be compensated from funds generated through the Tourism Promotion Area assessment.

Agreed this 10th day of March, 2014

Agreed this 10th day of March, 2014

CITY OF UNION GAP

CONTRACTOR

Rodney Otterness, City Manager

Scott Steinloski, Contractor

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: March 10, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Termination Letter- WSDOT State Operating Grant Agreement GCB-1586

SYNOPSIS: Discussed at the March 3, 2014 Public Works and Community Development - Council Committee meeting: Interest in terminating WSDOT State Operating Grant Agreement GCB-1586.

RECOMMENDATION: Authorize staff to terminate WSDOT State Operating Grant Agreement GCB-1586.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: March 10, 2014
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Discussion - Fullbright Park Field Development

SYNOPSIS: Discuss potential use for Fullbright Park, dry field.

RECOMMENDATION: Discussion

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: March 10, 2014
From: Rod Otterness, City Manager
Topic/Issue: Authorization – Purchase of Property for the Pioneer Graveyard Interpretative Site

SYNOPSIS: The City of Union Gap owns the Pioneer Graveyard and actively promotes the site as a visitor attraction. The visitor experience would be improved were the city to establish an interpretative site with information plaques displaying the history of the pioneers who were the first settlers of Union Gap and the Pioneer Graveyard where these pioneers are buried.

The graveyard entrance is adjacent to 117 E. Ahtanum which is a commercial building presently serving as an automobile restoration/repair shop. Were the city to create an interpretative site it would enhance the visitor experience to the graveyard. Staff recommends acquiring the property at 117 E. Ahtanum and demolishing the building as part of developing an interpretative site. The property owner has been approached about purchase and is willing to sell it to the city. The cost of the purchase is \$87,500. Demolition costs are estimated to be approximately \$10,000 plus the cost of an asbestos report and the cost on any asbestos abatement identified by the asbestos report.

The first person buried in the Pioneer Graveyard was Priscilla Goodwin, who left her home in the Midwest on April 3, 1865 and traveled west with her husband to settle in Union Gap. She died during childbirth on December 18, 1865. Purchase of the property at 117 E. Ahtanum at this time would allow for the development of the interpretative site to coincide with the 150 year anniversary of the Pioneer Graveyard in 2015.

RECOMMENDATION: Authorize purchase pursuant to attached purchase agreement

LEGAL REVIEW: Completed

FINANCIAL REVIEW: The Current Expense Ending Fund Balance for 2013 is \$1,19138.44; this would be an appropriate expenditure from that remaining balance.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Purchase Agreement

**ALMON COMMERCIAL REAL ESTATE
COMMERCIAL PROPERTY PURCHASE AND SALE AGREEMENT
(WITH EARNEST MONEY RECEIPT PROVISIONS)**

Union Gap, Washington

City of Union Gap ("Buyer") has delivered the sum of \$28,875.00 in the form of a check which shall be non refundable, payable within 4 days of mutual acceptance, payable to the owner's, here in receipted for, in part payment for the purchase price for the following real property located in the City of Union Gap, County of Yakima, Washington, commonly known as 117 East Ahtanum Rd., Union Gap, WA. 98903 and being Yakima County Assessor's Parcel Number 191205-24004 ("Property"). Seller, AJ Ventures 1, LLC ("Seller"), agrees to sell and convey, and Buyer agrees to purchase according to this Agreement the Property legally described as follows:

That portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of
Section 5, Township 12 North, Range 19 E.W.M., Described
as follows:

Beginning at a point 30 feet North and 785 feet East of the Southwest corner of said subdivision; thence north 50 feet; thence East and parallel with the South line of said subdivision to the Westerly line of that tract commonly known as the "Union Gap Cemetery" which was conveyed to the City of Union Gap by deed dated September 6, 1938, and recorded under Auditor's File Number 825360; thence South 9° 45' West along the Westerly line of said cemetery to a point 30 feet North of the South Line of said subdivision; thence West and parallel with the South line of said subdivision; thence West and parallel with the South Line of said subdivision to the point of beginning.
Records of Yakima County, Washington.

Situated in Yakima County, Washington.

Parcel No. 191205-24004

(If the legal description of the real estate is omitted, incomplete, or inaccurate at the time of signing, this Agreement shall not be invalidated. The Closing Agent is authorized to insert or attach the correct legal description.)

1. **PURCHASE PRICE.** The total purchase price shall be Eighty Seven Thousand Five Hundred DOLLARS (\$87,500.00).

2. **METHOD OF PAYMENT.** The purchase price shall be paid as follows: Cash at

Revision Date: 6/17/10

1

Form 367-10

Closing, including non refundable earnest money receipted for.

3. **CONDITION OF TITLE.** The status of Seller's title will be shown in a Preliminary Commitment for a X Standard ___ Extended Owner's Coverage Title Insurance Policy ("Preliminary Commitment") issued by Valley Title Guarantee, Title Insurance Company, which Preliminary Commitment will be ordered by Seller, or Seller's broker within five (5) days following mutual acceptance. Seller shall pay the cost for a standard policy. If Buyer chooses an extended owner's policy, Buyer shall pay the difference in cost between the standard owner's policy and the extended owner's policy. In addition, Buyer shall pay the estimated cost of any survey required for an extended owner's policy. Said Preliminary Commitment shall have attached photocopies of all documents shown as encumbrances to Seller's title.

Title is to be free of all encumbrances or defects, except those approved by Buyer, as set forth herein, and the following shall not be deemed encumbrances or defects: tenants in possession pursuant to written leases; rights reserved in federal patents or state deeds; building or use restrictions general to the area, other than government platting and subdivision requirements; easements not inconsistent with Buyer's intended use; and reserved oil and/or mining rights ("Permitted Exceptions"). Buyer shall be considered to have accepted the condition of title unless Buyer provides notice of specific written objections within ten (10) business days following Buyer's receipt of a Preliminary Title Commitment. Encumbrances to be discharged by Seller shall be paid from Seller's funds at Closing.

If Seller is not able to provide insurable title in accordance with Buyer's written objections prior to closing and Buyer does not waive any exceptions to coverage that are not part of the Permitted Exceptions, this Agreement shall terminate.

4. **TITLE INSURANCE.** Promptly following Closing, Seller will provide to Buyer at Seller's expense a policy of Title Insurance pursuant to the Preliminary Commitment, insuring title to the Property subject only to the Permitted Exceptions. Seller will provide a copy of title insurance with the Purchase and Sale which shall be approved by the signing of the Purchase and Sale.

5. **CONTINGENCIES.** Only the checked contingencies shall apply:

X **Other:** Notification that the seller is a licensed Real Estate broker in the State of Washington.

X **Building Removal:** At closing, buyer to escrow funds for the removal of the building by seller. City to approve bid selection of contractor for building removal which is subject to asbestos removal in the event asbestos is found. Test shall be performed prior to closing and the cost included for the test and removal if needed. The City shall have the right to remove the building if they so choose by notification to seller prior to closing.

6. **Condition of Property:** Unless otherwise specified herein to the contrary, then Buyer acknowledges that Buyer has satisfied itself as to the condition of the Property. Upon Closing, Buyer agrees to accept the Property in an "As-Is" condition. Seller acknowledges that Buyer's agreement to accept the Property "As-Is" shall not excuse Seller from disclosing any defects that Seller is aware of or should have knowledge of concerning the condition of the Property. Buyer shall fully satisfy itself that the condition of the Property is suitable for Buyer's intended use. Buyer acknowledges that Seller and/or Seller's agents have made no representations or warranties of any nature, express or implied, concerning any defects, conditions or circumstances which may exist on the Property or which may be discovered by Buyer. Buyer has knowledge of the Americans with Disabilities Act (ADA) and acknowledges that Buyer must satisfy itself as to the Property's compliance.

7. **CONVEYANCE BY STATUTORY WARRANTY DEED.** At Closing, fee title to the Property shall be conveyed to Buyer by Statutory Warranty Deed, subject only to the Permitted Exceptions.

8. **SELLER'S WARRANTIES.** Seller makes the following warranties and representations:

(a) Seller has the right, power and authority to execute and enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with its terms, conditions and provisions. Seller warrants and represents that its signatures as appearing in this Agreement and all related documents are those of the vested title holder for the Property. Seller's performance in this transaction shall not conflict with or constitute a default under the terms and conditions of any agreement to which Seller is bound or is a party, or any order or regulation of any governmental body having jurisdiction over Seller or the Property.

(b) To Seller's knowledge, there is no legal action of any kind or nature affecting the Property, which will in any way detrimentally affect Buyer completing the purchase of the Property.

(c) To Seller's knowledge, there are no pending or contemplated assessments or similar charges which will affect the Property.

(d) Seller represents that there are no hazardous or toxic materials stored or located on the Property to the best of Seller's knowledge.

9. **ASSIGNMENT OF RENTS.** None

10. **PERSONAL PROPERTY.** All fixtures and equipment in or attached to the real property are included in the sale of the premises which have not been removed prior to the closing. The fixtures and equipment remaining are warranted to be free from liens.

11. **RISK OF LOSS.** Risk of loss or damage by fire or other casualty to property or any part

thereof prior to Closing shall be assumed by Seller. If such loss or damage occurs prior to Closing, Buyer may elect to continue with closing and Seller shall assign to Buyer all rights under any insurance under any casualty policy, Seller shall grant permission to bring such action in Seller's name or terminate this Agreement, and the earnest money shall be returned to Buyer.

12. CLOSING AGENT. This transaction shall be closed by Valley Title Guarantee ("Closing Agent").

13. CLOSING COSTS AND PRORATIONS. Seller and Buyer shall each pay one-half (1/2) of the Closing Agent's escrow fees. Seller shall pay the real estate excise tax. Unpaid property taxes for the year of closing, assessments which are paid in installments, and utilities constituting liens against the Property, shall be prorated as of the date of Closing. Buyer shall pay all recording fees.

14. CLOSING DATE - POSSESSION. This transaction shall be closed when the building has been vacated on or before August 31, 2014 ("Closing"). Closing shall be the date on which all documents are recorded and funds are available for disbursement. Buyer shall be entitled to possession on Closing.

15. DEFAULT REMEDIES. If either Seller or Buyer defaults under this Agreement, the other party may seek specific performance of this Agreement, damages or any other remedy available at law or equity. If Buyer defaults, Seller may claim the earnest money as liquidated damages or choose to recover actual damages.

As an alternative in the event of Buyer's default, Seller and Buyer may elect to limit Seller's remedy to retaining earnest money by initialing the following provision:

In the event Buyer fails, without legal excuse, to complete the purchase of the Property, the earnest money deposit made by Buyer shall be forfeited to Seller as the sole and exclusive remedy available to Seller for such failure.

SELLER: _____ BUYER: _____

Any unpaid loan and sale costs, including the credit report, appraisal fee, and title report cancellation fee, may be paid from the earnest money.

16. UTILITY LIENS: Pursuant to RCW 60.80, Buyer and Seller ___ do request do not request (if neither box is checked, then "do request" applies) the escrow/closing agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges affecting the Property. Seller represents that the Property is served by the following utilities operated by the state, county, city or other agencies which have lien rights against the Property. The parties authorize the Listing Broker or the Selling Broker to insert, over their signatures, the name and addresses of the following utility providers: N/A

17. **ATTORNEYS' FEES.** If any suit or other proceeding is instituted by Seller, Buyer, Listing Broker or Selling Broker arising out of or pertaining to this Agreement or the Property, including, but not limited to, filing suit or requesting an arbitration, mediation or other alternative dispute resolution process (collectively, "Proceedings") and appeals and collateral actions relative to such suit or Proceeding the substantially prevailing party as determined by the court or in the Proceeding shall be entitled to recover his reasonable attorneys' fees and all costs and expenses incurred relative to such suit or Proceeding from the substantially non-prevailing party, in addition to such other available relief.

18. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

19. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed according to the laws of the State of Washington. Jurisdiction and venue of any suits arising out of or related to this Agreement shall be exclusively in the state and federal courts of the county in which the Property, or some part of it, is located.

20. **ENTIRE AGREEMENT.** There are no verbal or other agreements which modify or affect this Agreement, and Buyer and Seller acknowledge that this Agreement constitutes the full and complete understanding between Buyer and Seller.

21. **NON-MERGER.** All warranties, representations, obligations contained in or arising out of this Agreement, as well as the terms and provisions of this Agreement shall not merge in, but shall survive, the closing of the transaction.

22. **WRITTEN NOTICES.** All notices required by this Agreement shall be considered properly delivered (1) when personally delivered, or (2) when transmitted by facsimile showing date and time of transmittal, or (3) on the second (2nd) day following mailing postage prepaid, certified mail, return receipt requested. Notices to the Seller shall be sent either directly to the Seller or the Listing Broker's office. Notices to the Buyer shall be sent either directly to the Buyer or the Selling Broker's office. The Listing salesperson and the Selling salesperson shall have delivered notice to the principal upon one phone call or delivering to the principal's last known address.

23. **AGENCY DISCLOSURE.** At the signing of this Agreement, the Listing Broker, None.

24. **REAL ESTATE COMMISSION.** None.

25. **ADDENDA.** The following addenda are attached and incorporated by this reference: N/A

26. **FAXES AND COUNTERPARTS.** Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm

facsimile transmitted signatures by signing an original document. This agreement may be signed in counterparts.

27. **LIMITATION ON SELLER'S TIME FOR ACCEPTANCE.** Buyer shall have until 5:00 PM on February 27, 2014, to accept this Agreement by delivering a signed copy to the Seller.

SELLER:

By: 
Member: AJ Ventures 1, LLC

Date: 2/26, 2014

BUYER:

By: _____
It's authorized Representative

Date: _____, 2014

Almon Commercial Real Estate
218 E. A Street
Yakima WA. 98901

By: 
(broker name)

Date: _____, 2014