

City of Prosser, WA
601 7th Street
Prosser, WA 99350

CITY COUNCIL
REGULAR MEETING AGENDA
7:00 P.M.
TUESDAY, JANUARY 28, 2014

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CITIZEN PARTICIPATION

5. MAYOR AND CITY COUNCIL REPORTS AND COMMENTS

a.) Oath of Office Officer William Spurgeon

6. CONSENT AGENDA

- a. Approve Payment of Payroll Checks Nos. 600000 through 600004 in the Amount of \$5,661.00 and Direct Deposits in the Amount of \$10,632.16 for the Period Ending January 15, 2014 *Page 4*
- b. Approve Payment of Claim Checks Nos. 71972 through 71994, in the Amount of \$103,556.46, and Electronic Payments in the Amount of \$213.33 for the Period Ending January 28, 2014..... *Page 7*
- c. Approve Payment of Claim Checks Nos. 10030 through 10086 in the Amount of \$174,642.55 and Electronic Payments in the Amount of \$8,206.74, for the Period Ending January 28, 2014..... *Page 19*
- d. Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 1 in the Amount of \$6,574.00 for the Zone 2.5 Water Supply Improvements Project and Authorize the Mayor to Sign the Documents *Page 26*
- e. Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 9 in the Amount of \$79,665.64 for the Disinfection, Filtration, and Source Improvements Project and Authorize the Mayor to Sign the Documents *Page 34*

*The first Ordinance passed will be Ordinance 14-2864
The first Resolution passed will be Resolution 14-1442*

- f. Approve USDA Outlay Report and Draw Request No. 27 in the Amount of \$6,240.50, for costs Associated with the Northwest Prosser Water and Sewer System Improvements Project (Contract Addendum No. 2) and Authorize the Mayor to Sign the Documents *Page 49*
- g. Approve the Local Agency Standard Consultant Agreement between the City of Prosser and HLA Inc., for Engineering Services on the OIE Highway Improvements Project, and Authorize the Mayor to Sign the Documents *Page 54*
- h. Approve Maintenance Contract Renewal with Abadan for Konica Minolta Bizhub 283 Copier..... *Page 80*
- i. Review and confirm the Appointments to Various Board, Commission, and Committees as Appointed by Mayor Warden..... *Page 83*
- j. Approve a Subscriber Agreement between the City of Prosser and Public Safety Testing to Provide Civil Service Testing and Recruitment Services for a Term Ending December 31, 2016..... *Page 86*
- k. Approve the November 12, 2013 Meeting Minutes *Page 92*
- l. Approve the November 26, 2013 Meeting Minutes *Page 96*
- m. Approve the December 10, 2013 Meeting Minutes..... *Page 100*

ACTION:

7. COUNCIL ACTION

- a.) **Adopt Resolution No. 14-_____ Supporting the Prosser Consolidated School District No. 116 – 219 Replacement of Expiring Maintenance and Operation Levy** *Page 104*

RECOMMENDATION: Move to adopt RESOLUTION NO. 14-_____ supporting the Prosser Consolidated School District No. 116 – 219 Replacement of Expiring Maintenance and Operation Levy at the February 11, 2014, Special Election.

- b.) **Approve Payment of Claim Check Nos. 10087 and 10088 in the Amount of \$7,266.45, for the Period Ending January 28, 2014** *Page 113*

RECOMMENDATION: Move to approve payment of claim check nos. 10087 and 10088 in the Amount of \$7,266.45, for the Period Ending January 28, 2014.

*The first Ordinance passed will be Ordinance 14-2864
The first Resolution passed will be Resolution 14-1442*

- c.) **ORDINANCE 14-_____ Correcting a Scriveners Error in Prosser Municipal Code 13.10.420..... Page 115**

RECOMMENDATION: Move to adopt ORDINANCE 14-_____ correcting a scrivener's error in Prosser Municipal Code 13.10.420.

- d.) **ORDINANCE 14-_____ Modifying Chapter 5.04 of the Prosser Municipal Code, Identifying Business Licensing Service as the Issuing Authority for City of Prosser Business Registrations and Providing for Refunds by Administration. Page 122**

RECOMMENDATION: Move to adopt ORDINANCE 14-_____ modifying chapter 5.04 of the Prosser Municipal Code, identifying Business Licensing Service as the issuing authority for City of Prosser Business Registrations and providing for refunds by Administration.

- e.) **ORDINANCE 14-_____ Creating Fund 119 the Parks Reserve Fund Page 140**

RECOMMENDATION: Move to adopt ORDINANCE 14-_____ creating Fund 119 the Parks Reserve Fund.

- f.) **Adopt Resolution No. 14-_____ Establishing Fees for the Recreation Department..... Page 144**

RECOMMENDATION: Move to adopt RESOLUTION NO. 14-_____ establishing fees for the Recreation Department.

8. DISCUSSION ITEMS

- a) **Benton County Fire District No. Governance Model**

9. ADD ON ITEMS

10. ADJOURNMENT

*The first Ordinance passed will be Ordinance 14-2864
The first Resolution passed will be Resolution 14-1442*

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of payroll check nos. 600000 through 600004 in the amount of \$5,661.00 and direct deposits in the amount of \$10,632.16 for the period ending January 15, 2014

Meeting Date:
January 28, 2014
Regular Meeting

Department:
Finance

Director:
Regina Mauras

Contact Person:
Toni Yost

Phone Number:
(509) 786-2332

Cost of Proposal:
\$16,293.16

Account Number:
Various

Amount Budgeted:
Various amounts in salaries, wages, and benefits.

Name and Fund#
Various

Reviewed by Finance Department:

R Mauras

Attachments to Agenda Packet Item:

1. Payroll Check Register

Summary Statement:

Payroll check nos. 600000 through 600004 in the amount of \$5,661.00 and direct deposits in the amount of \$10,632.16 for the period ending January 15, 2014.

Consistent with or Comparison to:

EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL

Recommended City Council Action/Suggested Motion:

Approve payment payroll check nos. 600000 through 600004 in the amount of \$5,661.00 and direct deposits in the amount of \$10,632.16 for the period ending January 15, 2014

Reviewed by Department Director:

Regina Mauras

Date: 1/14/14

Reviewed by City Attorney:

N/A

Date:

Approved by Mayor:

Paul Ward

Date: 1-24-14

Today's Date:

January 14, 2014

Revision Number/Date:

File Name and Path:

CHECK REGISTER

City Of Prosser
MCAG #: 0205

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

Time: 11:15:16 Date: 01/14/2014
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
47	01/15/2014	Payroll	1	EFT		138.52	January Draw
			001 - 524 20 10 000 - Salaries & Wages			138.52	
48	01/15/2014	Payroll	1	EFT		704.72	January Draw
			403 - 534 80 10 000 - Salaries & Wages			704.72	
49	01/15/2014	Payroll	1	EFT		1,015.85	January Draw
			001 - 514 23 10 000 - Salaries & Wages			1,015.85	
50	01/15/2014	Payroll	1	EFT		554.10	January Draw
			403 - 534 80 10 000 - Salaries & Wages			554.10	
51	01/15/2014	Payroll	1	EFT		1,617.98	January Draw
			001 - 521 20 10 001 - Salaries & Wages			1,617.98	
52	01/15/2014	Payroll	1	EFT		642.90	January Draw
			407 - 535 80 10 000 - Salaries & Wages			642.90	
57	01/15/2014	Payroll	1	EFT		554.10	January Draw
			001 - 521 20 10 001 - Salaries & Wages			554.10	
58	01/15/2014	Payroll	1	EFT		646.45	January Draw
			407 - 535 80 10 000 - Salaries & Wages			646.45	
59	01/15/2014	Payroll	1	EFT		1,371.50	January Draw
			001 - 521 20 10 001 - Salaries & Wages			1,371.50	
60	01/15/2014	Payroll	1	EFT		689.22	January Draw
			403 - 534 80 10 000 - Salaries & Wages			689.22	
62	01/15/2014	Payroll	1	EFT		1,545.63	January Draw
			001 - 514 30 10 000 - Salaries & Wages			1,545.63	
63	01/15/2014	Payroll	1	EFT		1,151.19	January Draw
			403 - 534 80 10 000 - Salaries & Wages			1,151.19	
53	01/15/2014	Payroll	1	600000		2,047.40	January Draw
			001 - 521 20 10 001 - Salaries & Wages			2,047.40	
54	01/15/2014	Payroll	1	600001		411.75	January Draw
			403 - 534 80 10 000 - Salaries & Wages			411.75	
55	01/15/2014	Payroll	1	600002		1,155.67	January Draw
			001 - 521 20 10 001 - Salaries & Wages			1,155.67	
56	01/15/2014	Payroll	1	600003		606.45	January Draw
			001 - 524 20 10 000 - Salaries & Wages			606.45	
61	01/15/2014	Payroll	1	600004		1,439.73	January Draw
			001 - 521 20 10 001 - Salaries & Wages			1,439.73	
						2,561.48	
						8,186.38	
						744.97	
						<u>11,492.83</u>	
						3,510.98	
						<u>3,510.98</u>	
						1,289.35	
						<u>1,289.35</u>	

CHECK REGISTER

City Of Prosser
MCAG #: 0205

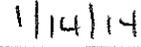
01/01/2014 To: 01/31/2014

Time: 11:15:16 Date: 01/14/2014
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
						16,293.16	Payroll: 16,293.16



Signature



Date

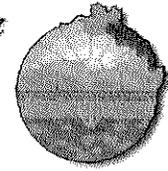
CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim check nos. 71972 through 71994, in the amount of \$103,566.46 and Electronic Payments in the amount of \$213.33 for the period ending January 28, 2014.		Meeting Date: January 28, 2014 Regular Meeting																	
Department: Finance	Director: Regina Mauras	Contact Person: Toni Yost	Phone Number: (509) 786-2332																
Cost of Proposal: \$103,779.79		Account Number: See Attached																	
Amount Budgeted: See 2013 budget for each item listed.		Name and Fund# See Attached																	
Reviewed by Finance Department: <i>R Mauras</i>																			
Attachments to Agenda Packet Item: <ol style="list-style-type: none"> 1. Accounts Payable transactions by account and department 2. Check Nos. 71972 through 71994 3. Checks for Approval 																			
Summary Statement:																			
<table border="1"> <thead> <tr> <th>Check Payments</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>71972 through 71994</td> <td>\$103,779.79</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <th>Electronic Payments</th> <th>Amount</th> </tr> <tr> <td>American West Bank</td> <td>213.33</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		Check Payments	Amount	71972 through 71994	\$103,779.79			Electronic Payments	Amount	American West Bank	213.33								
Check Payments	Amount																		
71972 through 71994	\$103,779.79																		
Electronic Payments	Amount																		
American West Bank	213.33																		
Consistent with or Comparison to: City's policy to pay bills in a timely manner.																			
Recommended City Council Action/Suggested Motion: Approve payment of claim check 71972 through 71994, in the amount of \$103,566.46 and Electronic Payments in the amount of \$213.33 for the period ending January 28, 2014.																			
Reviewed by Department Director: <i>Regina Mauras</i> Date: 1/24/14	Reviewed by City Attorney: N/A Date:	Approved by Mayor: <i>Paul Wardle</i> Date: 1-24-14																	
Today's Date: January 24, 2014	Revision Number/Date:	File Name and Path:																	

Accounts Payable
 Transactions by Account and Department

City of Prosser



601 7th St.
 Prosser, WA 99350
 (509)-786-2332

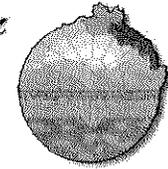
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 Batch: 231-12-2013

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
001-514-514-23-49	American West Bank	Annalysis Charge	12/31/2013	0	213.33	
				Subtotal for Dept: 514	213.33	
				Subtotal for Fund: 001	213.33	
				Report Total:	213.33	

Accounts Payable

Transactions by Account and Department

City of Prosser
 601 7th St.
 Prosser, WA 99350
 (509)-786-2332



User: elia
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 Batch: 000-00-0000

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
001-514-514-23-31	Office Depot	Memo Book, Pens, Appt Book, White Out	12/31/2013	71981	32.69	
001-514-514-23-31	Office Depot	5" Binder	12/31/2013	71981	15.61	
001-514-514-23-31	Office Depot	Sharpies, Legal Folder	12/31/2013	71981	76.09	
001-514-514-23-31	Office Depot	Clear Push Pins, Counter Fit Marker	12/31/2013	71981	5.18	
001-514-514-23-31	Office Depot	Large Clock-Council Chambers	12/31/2013	71981	86.63	
001-514-514-23-51	WA Auditor's Office	Accountability Audit	12/31/2013	71985	4,290.74	
Subtotal for Dept: 514					4,506.94	
001-521-521-20-21	Blumenthal	Men's shirt, Emblem, Badge-Cole	12/31/2013	71976	95.27	
001-521-521-20-31	Prosser Animal Clinic	Z/d K9 Ultra 25	12/31/2013	71983	184.09	
001-521-521-20-32	Bleyhl Farm Service Gas	PD Fuel Charges	12/31/2013	71975	2,731.49	
001-521-521-20-41	Public Safety Testing.com	Subscription Fees 4 Qtr	12/31/2013	71984	135.00	
001-521-521-20-41	Vista Veterinary Hospital	Medical Check Up-Bosco	12/31/2013	71990	482.81	
001-521-521-20-41	Language Line Services, Inc	Over the Phone Interpretation	12/31/2013	71991	76.73	
001-521-521-20-51	Benton Co. Prosecutor's Off	Kids Haven	12/31/2013	71972	255.11	
Subtotal for Dept: 521					3,960.50	
001-523-523-60-51	Benton Co. Sheriff	Medical Supplies Cost	12/31/2013	71973	103.08	
001-523-523-60-51	Benton Co. Sheriff	Recovery/Professio Custody Billing	12/31/2013	71973	3,656.43	
Subtotal for Dept: 523					3,759.51	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
001-571-571-22-31	Milestone Athletic Supply	Throwdown Bases with Homeplate	12/31/2013	71992	86.64	00003123
001-571-571-22-31	Milestone Athletic Supply	Power Pitch Youth Training Mound	12/31/2013	71992	509.01	00003123
Subtotal for Dept: 571					595.65	
001-576-575-20-31	Oxarc	130 Gallon Link Bulk Tank	12/31/2013	71980	530.20	
Subtotal for Dept: 576					530.20	
001-586-586-00-01	WA Patrol Budget & Fiscal	Police Background Checks	12/31/2013	71986	49.50	
Subtotal for Dept: 586					49.50	
Subtotal for Fund: 001					13,402.30	
102-542-542-30-31	Commercial Tires	4 new tires for the road grader	12/31/2013	71989	2,324.12	00003126
102-542-542-61-41	Huibregtse, Louman & Asso	2013 General Services	12/31/2013	71994	172.50	
102-542-542-64-51	WA Dept Transportation SC	Signal Maintenance- WCR & 6th St	12/31/2013	71978	1,861.22	
102-542-542-70-41	Huibregtse, Louman & Asso	2013 General Services	12/31/2013	71994	595.00	
102-542-542-90-41	Huibregtse, Louman & Asso	2013 General Services	12/31/2013	71994	2,510.00	
Subtotal for Dept: 542					7,462.84	
Subtotal for Fund: 102					7,462.84	
403-534-534-80-31	Platt Electric Company	IMT K4251 Swivel Mount	12/31/2013	71982	15.53	
403-534-534-80-31	Evergreen Financial Services	Merlot Square LLC	12/31/2013	71987	156.30	
403-534-534-80-41	Benton Franklin Dist Health	Drinking Bacteria Water	12/31/2013	71974	384.00	
403-534-534-80-41	WA Dept of Enterprise Servi	December Utility Statement	12/31/2013	71988	472.57	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
					Subtotal for Dept: 534	1,028.40
403-539-539-20-31	Evergreen Financial Services	Merlot Square LLC	12/31/2013	71987	156.30	
403-539-539-20-41	WA Dept of Enterprise Servi	December Utility Statement	12/31/2013	71988	472.57	
					Subtotal for Dept: 539	628.87
403-594-594-34-41	Huibregtse, Louman & Asso	Disinfection, Filtration and Source Imp.	12/31/2013	71994	480.00	
403-594-594-34-41	Huibregtse, Louman & Asso	Disinfection, Filtration and Source Imp.	12/31/2013	71994	19,581.54	
403-594-594-34-41	Rotschy Inc	Disinfection, Filtration and Source Impr	12/31/2013	71993	59,604.10	
					Subtotal for Dept: 594	79,665.64
					Subtotal for Fund: 403	81,322.91
407-535-535-80-31	Office Depot	Memo Book, Pens, Appt Book, White Out	12/31/2013	71981	4.42	
407-535-535-80-31	Evergreen Financial Services	Merlot Square LLC	12/31/2013	71987	156.29	
407-535-535-80-41	Cascade Analytical	Kjeldahl Total Nitrogen	12/31/2013	71977	46.29	
407-535-535-80-41	Huibregtse, Louman & Asso	2013 General Services	12/31/2013	71994	70.00	
407-535-535-80-41	WA Dept of Enterprise Servi	December Utility Statement	12/31/2013	71988	472.56	
					Subtotal for Dept: 535	749.56
					Subtotal for Fund: 407	749.56
448-537-537-80-31	Evergreen Financial Services	Merlot Square LLC	12/31/2013	71987	156.29	
448-537-537-80-41	WA Dept of Enterprise Servi	December Utility Statement	12/31/2013	71988	472.56	

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
					628.85	
				Subtotal for Dept: 537	628.85	
					628.85	
				Subtotal for Fund: 448	628.85	
					103,566.46	
				Report Total:	103,566.46	

City of Prosser
User:elia

Accounts Payable
Checks by Date - Summary By Check Date

Printed: 01/24/2014 06:32
Summary

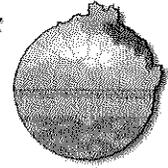
				<u>Check Amount</u>
Check No:	0	Check Date:	12/31/2013	
Vendor:	99awb	Vendor Name:	American West Bank	213.33
			Date Total:	213.33
			Report Total:	0.00 213.33

		<u>Check Amount</u>
Check No: 71972	Check Date: 01/28/2014	
Vendor: 30859	Vendor Name: Benton Co. Prosecutor's Off	255.11
Check No: 71973	Check Date: 01/28/2014	
Vendor: 30920	Vendor Name: Benton Co. Sheriff	3,759.51
Check No: 71974	Check Date: 01/28/2014	
Vendor: 30979	Vendor Name: Benton Franklin Dist Health	384.00
Check No: 71975	Check Date: 01/28/2014	
Vendor: 31141	Vendor Name: Bleyhl Farm Service Gas	2,731.49
Check No: 71976	Check Date: 01/28/2014	
Vendor: 31170	Vendor Name: Blumenthal	95.27
Check No: 71977	Check Date: 01/28/2014	
Vendor: 31550	Vendor Name: Cascade Analytical	46.29
Check No: 71978	Check Date: 01/28/2014	
Vendor: 32661	Vendor Name: WA Dept Transportation SC	1,861.22
Check No: 71980	Check Date: 01/28/2014	
Vendor: 35600	Vendor Name: Oxarc	530.20
Check No: 71981	Check Date: 01/28/2014	
Vendor: 35874	Vendor Name: Office Depot	220.62
Check No: 71982	Check Date: 01/28/2014	
Vendor: 36400	Vendor Name: Platt Electric Company	15.53
Check No: 71983	Check Date: 01/28/2014	
Vendor: 36610	Vendor Name: Prosser Animal Clinic	184.09
Check No: 71984	Check Date: 01/28/2014	
Vendor: 36771	Vendor Name: Public Safety Testing.com	135.00
Check No: 71985	Check Date: 01/28/2014	
Vendor: 38070	Vendor Name: WA Auditor's Office	4,290.74
Check No: 71986	Check Date: 01/28/2014	
Vendor: 39457	Vendor Name: WA Patrol Budget & Fiscal Srvc	49.50
Check No: 71987	Check Date: 01/28/2014	
Vendor: 40269	Vendor Name: Evergreen Financial Services	625.18
Check No: 71988	Check Date: 01/28/2014	
Vendor: 40429	Vendor Name: WA Dept of Enterprise Services	1,890.26
Check No: 71989	Check Date: 01/28/2014	
Vendor: 40433	Vendor Name: Commercial Tires	2,324.12
Check No: 71990	Check Date: 01/28/2014	
Vendor: 40623	Vendor Name: Vista Veterinary Hospital	482.81
Check No: 71991	Check Date: 01/28/2014	
Vendor: 40830	Vendor Name: Language Line Services, Inc	76.73
Check No: 71992	Check Date: 01/28/2014	
Vendor: 40832	Vendor Name: Milestone Athletic Supply	595.65
Check No: 71993	Check Date: 01/28/2014	
Vendor: 40836	Vendor Name: Rotschy Inc	59,604.10
Check No: 71994	Check Date: 01/28/2014	
Vendor: 34180	Vendor Name: Huibregtse, Louman & Assoc.	23,409.04
Date Total:		103,566.46
Report Total:		0.00 103,566.46

Accounts Payable
Checks for Approval

City of Prosser

601 7th St.
Prosser, WA 99350
(509)-786-2332

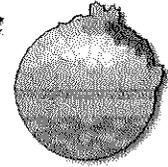


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Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
0	12/31/2013	General Fund	Miscellaneous	American West Bank	213.33
					Check Total: 213.33
					Report Total: 213.33

Accounts Payable
Checks for Approval

City of Prosser
601 7th St.
Prosser, WA 99350
(509)-786-2332



User: elia
Printed: 01/24/2014 - 6:22 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
71972	01/28/2014	General Fund	Intergov't Professional Servic	Benton Co. Prosecutor's Off	255.11
				Check Total:	255.11
71973	01/28/2014	General Fund	Intergov't Professional Servic	Benton Co. Sheriff	3,656.43
71973	01/28/2014	General Fund	Intergov't Professional Servic	Benton Co. Sheriff	103.08
				Check Total:	3,759.51
71974	01/28/2014	Water Fund	Professional Services	Benton Franklin Dist Health	384.00
				Check Total:	384.00
71975	01/28/2014	General Fund	Fuel Consumed	Bleyhl Farm Service Gas	2,731.49
				Check Total:	2,731.49
71976	01/28/2014	General Fund	Uniforms	Blumenthal	95.27
				Check Total:	95.27
71977	01/28/2014	Sewer Fund	Professional Services	Cascade Analytical	46.29
				Check Total:	46.29
71978	01/28/2014	Street Fund	Intergov't Professional Servic	WA Dept Transportation SC	1,861.22
				Check Total:	1,861.22
71980	01/28/2014	General Fund	Office & Operating Supplies	Oxarc	530.20

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount	
					Check Total:	530.20
71981	01/28/2014	General Fund	Office & Operating Supplies	Office Depot	32.69	
71981	01/28/2014	Sewer Fund	Office & Operating Supplies	Office Depot	4.42	
71981	01/28/2014	General Fund	Office & Operating Supplies	Office Depot	5.18	
71981	01/28/2014	General Fund	Office & Operating Supplies	Office Depot	15.61	
71981	01/28/2014	General Fund	Office & Operating Supplies	Office Depot	86.63	
71981	01/28/2014	General Fund	Office & Operating Supplies	Office Depot	76.09	
					Check Total:	220.62
71982	01/28/2014	Water Fund	Office & Operating Supplies	Platt Electric Company	15.53	
					Check Total:	15.53
71983	01/28/2014	General Fund	Office & Operating Supplies	Prosser Animal Clinic	184.09	
					Check Total:	184.09
71984	01/28/2014	General Fund	Professional Services	Public Safety Testing.com	135.00	
					Check Total:	135.00
71985	01/28/2014	General Fund	Intergov't Professional Servic	WA Auditor's Office	4,290.74	
					Check Total:	4,290.74
71986	01/28/2014	General Fund	Concealed Pistol Lic Disbursmt	WA Patrol Budget & Fiscal Srvc	49.50	
					Check Total:	49.50
71987	01/28/2014	Water Fund	Office & Operating Supplies	Evergreen Financial Services	156.30	
71987	01/28/2014	Water Fund	Office & Operating Supplies	Evergreen Financial Services	156.30	
71987	01/28/2014	Sewer Fund	Office & Operating Supplies	Evergreen Financial Services	156.29	
71987	01/28/2014	Garbage Fund	Office & Operating Supplies	Evergreen Financial Services	156.29	
					Check Total:	625.18
71988	01/28/2014	Water Fund	Professional Services	WA Dept of Enterprise Services	472.57	
71988	01/28/2014	Water Fund	Professional Services	WA Dept of Enterprise Services	472.57	
71988	01/28/2014	Garbage Fund	Professional Services	WA Dept of Enterprise Services	472.56	
71988	01/28/2014	Sewer Fund	Professional Services	WA Dept of Enterprise Services	472.56	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	<u>1,890.26</u>
71989	01/28/2014	Street Fund	Office & Operating Supplies	Commercial Tires	2,324.12
				Check Total:	<u>2,324.12</u>
71990	01/28/2014	General Fund	Professional Services	Vista Veterinary Hospital	482.81
				Check Total:	<u>482.81</u>
71991	01/28/2014	General Fund	Professional Services	Language Line Services, Inc	76.73
				Check Total:	<u>76.73</u>
71992	01/28/2014	General Fund	Office & Operating Supplies	Milestone Athletic Supply	86.64
71992	01/28/2014	General Fund	Office & Operating Supplies	Milestone Athletic Supply	509.01
				Check Total:	<u>595.65</u>
71993	01/28/2014	Water Fund	Professional Services	Rotschy Inc	59,604.10
				Check Total:	<u>59,604.10</u>
71994	01/28/2014	Water Fund	Professional Services	Huibregtse, Louman & Assoc.	19,581.54
71994	01/28/2014	Water Fund	Professional Services	Huibregtse, Louman & Assoc.	480.00
71994	01/28/2014	Sewer Fund	Professional Services	Huibregtse, Louman & Assoc.	70.00
71994	01/28/2014	Street Fund	Professional Services	Huibregtse, Louman & Assoc.	172.50
71994	01/28/2014	Street Fund	Professional Services	Huibregtse, Louman & Assoc.	595.00
71994	01/28/2014	Street Fund	Professional Services	Huibregtse, Louman & Assoc.	2,510.00
				Check Total:	<u>23,409.04</u>
				Report Total:	<u><u>103,566.46</u></u>

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim check nos. 10030 through 10086, in the amount of \$174,642.55 and Electronic Payments in the amount of \$8,206.74 for the period ending January 28, 2014.

Meeting Date:
January 28, 2014
Regular Meeting

Department:
Finance

Director:
Regina Mauras

Contact Person:
Toni Yost

Phone Number:
(509) 786-2332

Cost of Proposal:
\$182,849.29

Account Number:
See Attached

Amount Budgeted:
See 2014 budget for each item listed.

Name and Fund#
See Attached

Reviewed by Finance Department:

Regina Mauras

Attachments to Agenda Packet Item:

1. Check Register # 10030 through 10086

Summary Statement:

Check Payments	Amount
10030 through 10086	\$174,642.55
Electronic Payments	
	Amount
Wa Dept of Licensing	\$54.00
American West Bank	\$83.74
Modern Payment	\$50.70
Complete Merchant Solutions	\$764.49
Washington Trust Bank	\$7253.81

Consistent with or Comparison to:

City's policy to pay bills in a timely manner.

Recommended City Council Action/Suggested Motion:

Approve payment of claim 10030 through 10086, in the amount of \$174,642.55 and Electronic Payments in the amount of \$8,206.74 for the period ending January 28, 2014.

Reviewed by Department Director:

Regina Mauras

Date:

Reviewed by City Attorney:

N/A

Date:

Approved by Mayor:

Pat Warden

Date:

1-24-14

Today's Date:

January 23, 2014

Revision Number/Date:

File Name and Path:

CHECK REGISTER

City Of Prosser
MCAG #: 0205

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

Time: 17:00:25 Date: 01/23/2014

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
79	01/28/2014	Claims	1	EFT	American West Bank	83.74	Analysis Charge
			001 - 514 23 49 000 -		Miscellaneous	83.74	Analysis Charge
80	01/28/2014	Claims	1	EFT	Modern Payments	50.70	Electronic Payments
			403 - 534 80 49 000 -		Miscellaneous	12.67	Electronic Payments
			407 - 535 80 49 000 -		Miscellaneous	12.68	Electronic Payments
			448 - 537 80 49 000 -		Miscellaneous	12.68	Electronic Payments
			403 - 539 20 49 000 -		Miscellaneous	12.67	Electronic Payments
81	01/28/2014	Claims	1	EFT	WA Dept Licensing-CPL	54.00	Concealed Pistol License C.G.; Concealed Pistol License-D.Z, S.K
			001 - 586 00 01 000 -		Concealed Pistol Lic Disburse	18.00	Concealed Pistol License C.G.
			001 - 586 00 01 000 -		Concealed Pistol Lic Disburse	18.00	Concealed Pistol License-D.Z
			001 - 586 00 01 000 -		Concealed Pistol Lic Disburse	18.00	Concealed Pistol License-S.K.
82	01/28/2014	Claims	1	EFT	Washington Trust Bank	7,253.81	North Prosser Loan Interest
			403 - 594 34 63 403 -		Improvements Other Than Bl	7,253.81	North Prosser Loan Interest
140	01/28/2014	Claims	1	EFT	Complete Merchant Solutions	764.49	Credit Card Processing Fee
			001 - 514 30 49 000 -		Miscellaneous	19.27	Credit Card Processing Fee
			403 - 534 80 49 000 -		Miscellaneous	187.30	Credit Card Processing Fee
			407 - 535 80 49 000 -		Miscellaneous	183.40	Credit Card Processing Fee
			448 - 537 80 49 000 -		Miscellaneous	191.12	Credit Card Processing Fee
			403 - 539 20 49 000 -		Miscellaneous	183.40	Credit Card Processing Fee
83	01/28/2014	Claims	1	10030	Abadan Inc.	392.66	Annex Copy Machine Maintenance; Front Desk Copy Machine; Finance Printer Maintenance
			001 - 514 23 48 000 -		Repairs & Maintenance	308.87	Annex Copy Machine Maintenance
			001 - 514 23 48 000 -		Repairs & Maintenance	45.59	Front Desk Copy Machine
			001 - 514 23 48 000 -		Repairs & Maintenance	16.25	Finance Printer Maintenance
			403 - 534 80 48 000 -		Repairs & Maintenance	0.98	Annex Copy Machine Maintenance
			403 - 534 80 48 000 -		Repairs & Maintenance	4.48	Front Desk Copy Machine
			407 - 535 80 48 000 -		Repairs & Maintenance	0.98	Annex Copy Machine Maintenance
			407 - 535 80 48 000 -		Repairs & Maintenance	4.48	Front Desk Copy Machine
			448 - 537 80 48 000 -		Repairs & Maintenance	0.98	Annex Copy Machine Maintenance
			448 - 537 80 48 000 -		Repairs & Maintenance	4.48	Front Desk Copy Machine
			403 - 539 20 48 000 -		Repairs & Maintenance	0.98	Annex Copy Machine Maintenance
			403 - 539 20 48 000 -		Repairs & Maintenance	4.48	Front Desk Copy Machine
			102 - 542 90 48 000 -		Repairs & Maintenance	0.10	Annex Copy Machine Maintenance
			102 - 542 90 48 000 -		Repairs & Maintenance	0.01	Front Desk Copy Machine
84	01/28/2014	Claims	1	10031	Apple Inc	540.42	iPad
			001 - 518 88 35 001 -		Small Tools & Minor Equipm	540.42	iPad Air Wi-Fi 16 GB
85	01/28/2014	Claims	1	10032	Donald Aubrey	42.26	AWC Training Mileage
			001 - 511 60 43 000 -		Travel	42.26	AWC Training Mileage
86	01/28/2014	Claims	1	10033	BDI	70,187.31	Annual CPI; Garbage Billing
			448 - 537 80 41 000 -		Professional Services	9,070.83	Annual CPI
			448 - 537 80 47 000 -		Public Utility Services	61,116.48	Garbage Billing
87	01/28/2014	Claims	1	10034	Benton Clean Air Authority	350.00	Annual Class 1 Registration Fee
			407 - 535 80 49 000 -		Miscellaneous	350.00	Annual Class 1 Registration Fee
88	01/28/2014	Claims	1	10035	Benton County Solid Waste	811.29	Solid Waste Interlocal
			448 - 537 80 51 000 -		Intergov't Professional Servic	811.29	Solid Waste Interlocal
89	01/28/2014	Claims	1	10036	Benton PUD	32,290.43	Electric Bill; Electric Bill-WCR
			001 - 518 31 47 000 -		Public Utility Services	1,106.23	Electric Bill
			403 - 534 80 47 000 -		Public Utility Services	13,388.15	Electric Bill
			407 - 535 80 47 000 -		Public Utility Services	10,125.75	Electric Bill
			403 - 539 20 47 000 -		Public Utility Services	69.39	Electric Bill
			102 - 542 63 47 000 -		Public Utility Services	3,925.82	Electric Bill

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		102 - 542 63 47 000		Public Utility Services	814.76	Electric Bill-WCR
		102 - 542 90 47 000		Public Utility Services	485.77	Electric Bill
		001 - 569 21 47 000		Public Utility Services	746.88	Electric Bill
		001 - 572 50 47 000		Public Utility Services	467.01	Electric Bill
		001 - 576 20 47 000		Public Utility Services	909.06	Electric Bill
		001 - 576 80 47 000		Public Utility Services	251.61	Electric Bill
90	01/28/2014	Claims	1	10037 Bleyhl Farm Service Inc.	742.13	55 Gal Drum Chevron,
		102 - 542 90 31 000		Office & Operating Supplies	742.13	55 Gal Drum Chevron,
91	01/28/2014	Claims	1	10038 Blumenthal	476.56	Men's Jacket,; Men's Jacket: Sabalza
		001 - 521 20 21 001		Uniforms & Equipment	307.50	Men's Jacket,
		001 - 521 20 21 001		Uniforms & Equipment	169.06	Men's Jacket: Sabalza
92	01/28/2014	Claims	1	10039 Board for Vol. Firefighters	915.00	Disability Insurance And Pension
		001 - 521 20 20 001		Personnel Benefits	915.00	Disability Insurance And Pension
93	01/28/2014	Claims	1	10040 Boys & Girls Clubs	6,250.00	Boys And Girls Club
		001 - 571 22 41 001		Professional Services	6,250.00	
94	01/28/2014	Claims	1	10041 Deb Brumley	42.26	AWC Training Mileage
		001 - 511 60 43 000		Travel	42.26	AWC Training Mileage
95	01/28/2014	Claims	1	10042 Campbell & Co	305.41	Repair Failed Sequencer-Electric Furnace
		001 - 569 21 48 000		Repairs & Maintenance	305.41	Repiar Failed Sequencer-Electric Furnance
96	01/28/2014	Claims	1	10043 CenturyLink	2,490.45	Telephone Bill
		001 - 518 31 42 000		Communications	1,182.53	Telephone Bill
		403 - 534 80 42 000		Communications	370.83	Telephone Bill
		407 - 535 80 42 000		Communications	352.77	Telephone Bill
		448 - 537 80 42 000		Communications	101.01	Telephone Bill
		403 - 539 20 42 000		Communications	101.01	Telephone Bill
		102 - 542 90 42 000		Communications	261.33	Telephone Bill
		102 - 543 30 42 102		Communication	101.01	Telephone Bill
		001 - 576 20 42 000		Communications	19.96	Telephone Bill
97	01/28/2014	Claims	1	10044 Charter Communications	7.64	Basic Cable
		001 - 521 20 42 000		Communications	7.64	Basic Cable
98	01/28/2014	Claims	1	10045 Cities Insurance Assoc.	1,000.00	Deductible
		403 - 534 80 46 000		Insurance	1,000.00	Deductible Reimbursement- Seymour 37124
99	01/28/2014	Claims	1	10046 City of Kennewick	2,274.00	Bi-PIn Computer Support
		001 - 521 20 51 001		Intergov't Professional Servic	2,274.00	Bi-PIn Computer Support
100	01/28/2014	Claims	1	10047 Complete Merchant Solutions		should have been processed as an EFT
101	01/28/2014	Claims	1	10048 Cook's True Value	280.48	Supplies; Supplies; Hardware Supplies; NonToxic Dust Mask, Armor Connector; Repl T-Strike; Metric Hex Key Set; Noble; Noble; UPS Shipping; 26" Gry/Blk Tool Box; Chain; Fasteners; Garden Vinyl Hose; Po
		001 - 521 20 31 001		Office & Operating Supplies	5.09	Noble
		001 - 521 20 31 001		Office & Operating Supplies	6.71	Noble
		001 - 521 20 42 000		Communications	22.41	UPS Shipping
		403 - 534 80 31 000		Office & Operating Supplies	5.95	1" Wht Solv Ball Valve
		403 - 534 80 31 000		Office & Operating Supplies	10.59	Purple Primer, PVC Cement
		403 - 534 80 31 000		Office & Operating Supplies	7.32	Fasteners
		403 - 534 80 31 000		Office & Operating Supplies	17.32	Garden Vinyl Hose
		407 - 535 80 31 000		Office & Operating Supplies	40.59	Never Kink Hose, SGL Connector
		407 - 535 80 31 000		Office & Operating Supplies	21.65	Non Cont Voltage Sensor
		407 - 535 80 31 000		Office & Operating Supplies	9.19	Metric Hex Key Set

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		407 - 535 80 31 000 - Office & Operating Supplies			21.65	Port Shovel
		102 - 542 90 31 000 - Office & Operating Supplies			16.23	D Alk Battery
		001 - 558 60 35 000 - Small Tools & Minor Equipm			30.31	26" Gry/Blk Tool Box
		001 - 558 60 35 000 - Small Tools & Minor Equipm			42.76	Chain
		001 - 572 50 31 000 - Office & Operating Supplies			19.47	NonToxic Dust Mask, Armor Connector
		001 - 572 50 31 000 - Office & Operating Supplies			3.24	Repel T-Strike
102	01/28/2014	Claims	1	10049 Denchel's Ford Country	473.72	Battery; Brake Services
		001 - 521 20 48 001 - Repairs & Maintenance			183.51	Battery
		001 - 521 20 48 001 - Repairs & Maintenance			290.21	Brake Services
103	01/28/2014	Claims	1	10050 Diamond Traffic Products	2,953.37	Traffic Counters
		001 - 558 60 35 000 - Small Tools & Minor Equipm			2,953.37	Traffic Counter
104	01/28/2014	Claims	1	10051 Doxo	2,599.20	Paperless Statements
		403 - 534 80 41 000 - Professional Services			649.80	Paperless Statements
		407 - 535 80 41 000 - Professional Services			649.80	Paperless Statements
		448 - 537 80 41 000 - Professional Services			649.80	Paperless Statements
		403 - 539 20 41 000 - Professional Services			649.80	Paperless Statements
105	01/28/2014	Claims	1	10052 Evergreen Rural Water Of Wa	1,675.00	Annual Membership; Annual Conference; Annual Conference
		403 - 534 80 49 000 - Miscellaneous			390.00	Registration: Brad Dennis Feb 4-6 2014
		407 - 535 80 49 000 - Miscellaneous			700.00	2014 Annual Membership
		407 - 535 80 49 000 - Miscellaneous			585.00	Registration For Feb 4-6, 2014
106	01/28/2014	Claims	1	10053 Galls, an Aramark Co., LLC	117.50	Reflective Heat Transfer Chameleon Softshell
		001 - 521 20 21 001 - Uniforms & Equipment			117.50	Reflective Heat Transfer Chameleon Softshell
107	01/28/2014	Claims	1	10054 Grainger, Inc.	730.69	Inverted Marking Paint, White; Miniature Lamp; Wingman Multi-Tools; Marking Paint, White, Caution Blue; Fluorescent Liner Lamp; High Pressure Sodium Lamp
		001 - 518 31 31 000 - Office & Operating Supplies			36.56	Wingman Multi-Tools
		001 - 518 31 31 000 - Office & Operating Supplies			63.84	Fluorescent Liner Lamp
		407 - 535 80 31 000 - Office & Operating Supplies			120.86	Inverted Marking Paint, White
		407 - 535 80 31 000 - Office & Operating Supplies			14.95	Miniature Lamp
		102 - 542 90 31 000 - Office & Operating Supplies			104.49	Marking Paint, White, Caution Blue
		102 - 542 90 31 000 - Office & Operating Supplies			389.99	High Pressure Sodium Lamp
108	01/28/2014	Claims	1	10055 Harvest Valley Cleaners	8.56	Gold Patches
		001 - 521 20 21 001 - Uniforms & Equipment			8.56	Gold Patches
109	01/28/2014	Claims	1	10056 Huibregtse, Louman & Assoc.	6,574.00	Zone 2.5 Water Supply Improvements
		420 - 594 34 41 000 - Professional Services			6,574.00	Zone 2.5 Water Supply Improvements
110	01/28/2014	Claims	1	10057 ICMA Retirement Corporation	125.00	Annual Plan Fee 1st Qtr
		001 - 511 60 49 000 - Miscellaneous			62.50	Annual Plan Fee 1st Qtr
		001 - 521 20 49 001 - Miscellaneous			62.50	Annual Plan Fee 1st Qtr
111	01/28/2014	Claims	1	10058 The Janitor's Closet	502.68	Econo Wiper, Comet Cleaner, Nitrile Gloves
		001 - 518 31 31 000 - Office & Operating Supplies			502.68	Econo Wiper, Comet Cleaner, Nitrile Gloves
112	01/28/2014	Claims	1	10059 LEAF	413.33	Front Desk Copy Machine
		001 - 514 23 45 000 - Operating Rentals & Leases			354.67	Front Desk Copy Machine
		403 - 534 80 45 000 - Operating Rentals & Leases			14.64	Front Desk Copy Machine
		407 - 535 80 45 000 - Operating Rentals & Leases			14.64	Front Desk Copy Machine
		448 - 537 80 45 000 - Operating Rentals & Leases			14.64	Front Desk Copy Machine
		403 - 539 20 45 000 - Operating Rentals & Leases			14.64	Front Desk Copy Machine
		102 - 542 90 45 000 - Operating Rentals & Leases			0.10	Front Desk Copy Machine

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
113	01/28/2014	Claims	1	10060 Lourdes Occupational Health	243.00	Comprehensive Physical-Matt Shanafelt
				001 - 521 20 41 001 - Professional Services	243.00	Comprehensive Physical-Matt Shanafelt
114	01/28/2014	Claims	1	10061 Milestone Athletic Supply	372.12	Canvas Bags, Batting Tees, Throwdown Bases
				001 - 571 22 31 001 - Office & Operating Supplies	372.12	Canvas Bags, Batting Tees, Throwdown Bases
115	01/28/2014	Claims	1	10062 Moon Security	54.95	Basic Commercial Monitoring
				001 - 521 20 41 001 - Professional Services	54.95	Basic Commercial Monitoring
116	01/28/2014	Claims	1	10063 Office Depot	62.80	Wireless Keyboard
				403 - 534 80 31 000 - Office & Operating Supplies	10.46	
				407 - 535 80 31 000 - Office & Operating Supplies	10.47	
				448 - 537 80 31 000 - Office & Operating Supplies	10.47	
				403 - 539 20 31 000 - Office & Operating Supplies	10.46	
				102 - 543 30 31 102 - Office & Operating Supplies	10.47	
				001 - 576 80 31 000 - Office & Operating Supplies	10.47	
117	01/28/2014	Claims	1	10064 Outwest Pet Rescue	1,000.00	Animal Control Services
				001 - 524 20 41 000 - Professional Services	1,000.00	Animal Control Services
118	01/28/2014	Claims	1	10065 Oxarc	1,132.01	Chlorine Ton Container
				403 - 534 80 31 000 - Office & Operating Supplies	1,132.01	Chlorine Ton Container
119	01/28/2014	Claims	1	10066 Platt Electric Company	114.38	Selector-SW Opea
				407 - 535 80 31 000 - Office & Operating Supplies	114.38	CH 10250T21KB Selector-SW Opea
120	01/28/2014	Claims	1	10067 Pocket Press, Inc.	251.72	Wa Criminal Law, Traffic Law Books
				001 - 521 20 31 001 - Office & Operating Supplies	251.72	Wa Criminal Law, Traffic Law Books
121	01/28/2014	Claims	1	10068 PocketiNet Communications	398.00	Fiber : IP
				001 - 518 88 42 000 - Communications	398.00	Dedicatede 3 Mbps, Wide Area Network
122	01/28/2014	Claims	1	10069 Prosser Animal Clinic	17.75	Bosco
				001 - 521 20 31 001 - Office & Operating Supplies	17.75	K9 High Energy #35
123	01/28/2014	Claims	1	10070 Psychological Consultants	495.00	Law Enforcement Psychological Testing
				001 - 521 20 41 001 - Professional Services	495.00	Law Enforcement Psychological Testing
124	01/28/2014	Claims	1	10071 Q-Tech Auto Service Ctr	49.54	Diag Shifter Problem
				407 - 535 80 48 000 - Repairs & Maintenance	49.54	Diag Shifter Problem
125	01/28/2014	Claims	1	10072 City of Richland	28,409.00	BCES Annual Fee; 10 BCEM Annual Assessment; 1st Quarter Dispatch Services
				001 - 521 20 51 001 - Intergov't Professional Servic	1,200.00	BCES Annual Fee
				001 - 521 20 51 001 - Intergov't Professional Servic	3,894.00	10 BCEM Annual Assessment
				001 - 522 21 51 000 - Intergovmnt Professional Serv	23,315.00	1st Quarter Dispatch Services
126	01/28/2014	Claims	1	10073 Sandy's Trophies	210.36	Award
				001 - 558 60 49 000 - Miscellaneous	210.36	Award
127	01/28/2014	Claims	1	10074 Saxton Riley, PLLC	4,097.49	Administration (civil); Building; Planning; Prosser Police Dept; SMP Update; Public Works Dept; Sewer Dept; Water Dept
				001 - 512 40 41 000 - Professional Services	1,380.53	Prosser Police Dept
				001 - 515 30 41 000 - Professional Services	1,800.00	Administration (civil)
				001 - 524 20 41 000 - Professional Services	61.96	Building
				403 - 534 80 41 000 - Professional Services	33.75	Public Works Dept
				407 - 535 80 41 000 - Professional Services	15.00	Sewer Dept
				403 - 539 20 41 000 - Professional Services	3.75	Public Works Dept
				102 - 542 90 41 000 - Professional Services	3.75	Public Works Dept
				001 - 558 60 41 000 - Professional Services	585.00	Planning

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 558 60 41 000		Professional Services	45.00	SMP Update
			001 - 576 80 41 000		Professional Services	33.75	Public Works Dept
			403 - 594 34 41 403		Professional Services	135.00	Water Dept
128	01/28/2014	Claims	1	10075	South Central WA Mun Clerks	25.00	2014 Annual Membership
			001 - 514 30 49 000		Miscellaneous	25.00	2014 Annual Membership
129	01/28/2014	Claims	1	10076	The Markets, LLC	36.14	Mountain Mist Water; Super Chill Water; Super Chill Water
			403 - 534 80 31 000		Office & Operating Supplies	5.56	Mountain Mist Water
			407 - 535 80 31 000		Office & Operating Supplies	13.90	Super Chill Water
			407 - 535 80 31 000		Office & Operating Supplies	16.68	Super Chill Water
130	01/28/2014	Claims	1	10077	The Print Guys Inc.	176.21	Window Envelopes
			001 - 514 23 31 000		Office & Operating Supplies	176.21	Window Envelopes
131	01/28/2014	Claims	1	10078	Valley Pipe Co.	34.44	Sch 80 MA, Sch 80 90
			403 - 534 80 31 000		Office & Operating Supplies	34.44	Sch 80 MA, Sch 80 90
132	01/28/2014	Claims	1	10079	Valley Publishing Co., Inc.	104.01	Graph Pad; Ordinance Summary 13-2861; Ordinance Summary 14-2863; 2013/2014 Comprehensive Plan; Double Stick Tape
			001 - 514 30 41 000		Professional Services	27.00	Ordinance Summary 13-2861
			001 - 514 30 41 000		Professional Services	27.00	Ordinance Summary 14-2863
			001 - 514 30 41 000		Professional Services	42.00	2013/2014 Comprehensive Plan
			001 - 518 31 31 000		Office & Operating Supplies	3.24	Double Stick Tape
			403 - 534 80 31 000		Office & Operating Supplies	4.77	Graph Pad
133	01/28/2014	Claims	1	10080	Verizon Wireless	160.04	MiFi Card; 4 G Mobile Broadband
			001 - 518 88 42 000		Communications	40.01	IPad Wi-Fi- 16 GB
			403 - 534 80 42 000		Communications	60.01	4 G Mobile Broadband
			407 - 535 80 42 000		Communications	60.02	4 G Mobile Broadband
134	01/28/2014	Claims	1	10081	Vine Tech Equipment	11.91	Hydraulic Motor
			102 - 542 66 31 000		Office & Operating Supplies	293.18	Hydraulic Motor
			102 - 542 66 31 000		Office & Operating Supplies	-281.27	Hydraulic Motor
135	01/28/2014	Claims	1	10082	Ruth VonHoose	40.00	Animal License Refund
			001 - 322 30 00 000		Animal Licenses	-40.00	Animal License Refund
136	01/28/2014	Claims	1	10083	WA Dept Transportation SC	503.11	Liquid De-Icer/Maint Sand; Signal Maintenance- WCR & North River RD
			102 - 542 64 51 000		Intergov't Professional Servic	358.26	Signal Maintenance- WCR & North River RD
			102 - 542 66 31 000		Office & Operating Supplies	144.85	Liquid De-Icer/Maint Sand
137	01/28/2014	Claims	1	10084	WA Dept of Enterprise Services	423.10	January Newsletter
			001 - 514 30 41 000		Professional Services	253.85	January Newsletter
			403 - 534 80 41 000		Professional Services	33.85	January Newsletter
			407 - 535 80 41 000		Professional Services	33.85	January Newsletter
			448 - 537 80 41 000		Professional Services	33.85	January Newsletter
			403 - 539 20 41 000		Professional Services	33.85	January Newsletter
			102 - 542 90 41 000		Professional Services	33.85	January Newsletter
138	01/28/2014	Claims	1	10085	WA Municipal Clerks Assoc	425.00	2014 44th Annual WMCA Conference
			001 - 514 30 49 000		Miscellaneous	425.00	2014 44th Annual WMCA Conference
139	01/28/2014	Claims	1	10086	Zee Medical, Inc	224.12	Cabinet-Metal, Med Full
			001 - 521 20 31 001		Office & Operating Supplies	224.12	Cabinet-Metal, Med Full
			320 Licenses & Permits			40.00	
			511 Legislative			147.02	
			512 Judicial			1,380.53	

CHECK REGISTER

City Of Prosser
MCAG #: 0205

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

Time: 17:00:25 Date: 01/23/2014
Page: 6

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		514		Financial, Recording & Elections	1,804.45	
		515		Legal Services	1,800.00	
		518		Centralized Services	3,873.51	
		521		Law Enforcement	10,750.23	
		522		Contracted Services	23,315.00	
		524		Protective Inspections	1,061.96	
		558		Planning & Community Devel	3,866.80	
		569		Senior Center	1,052.29	
		571		Education & Recreation	6,622.12	
		572		Libraries	489.72	
		576		Park Facilities	1,224.85	
		580		Non Expeditures	54.00	
		001 General Fund			57,482.48	
		542		Streets - Maintenance	7,293.35	
		543		Streets Admin & Overhead	111.48	
		102 Street Fund			7,404.83	
		534		Water Utilities	17,374.88	
		539		Irrigation And Reclamation	1,084.43	
		594		Capital Expenditures	7,388.81	
		403 Water Fund			25,848.12	
		535		Sewer	13,522.23	
		407 Sewer Fund			13,522.23	
		594		Capital Expenditures	6,574.00	
		420 Zone 2.5 Water Supply Improv			6,574.00	
		537		Garbage & Solid Waste	72,017.63	
		448 Garbage Fund			72,017.63	
		* Transaction Has Mixed Revenue And Expense Accounts			182,849.29	
					Claims:	182,849.29

Signature

Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 1 in the amount of \$6,574.00 for the Zone 2.5 Water Supply Improvements Project and authorize the Mayor to sign the documents.		<u>Meeting Date:</u> January 28, 2014 Regular Meeting	
<u>Department:</u> Public Works	<u>Director:</u> L.J. Da Corsi	<u>Contact Person:</u> L.J. Da Corsi	<u>Phone Number:</u> (509) 786-2332
<u>Cost of Proposal:</u> Estimated Total Project Cost \$881,500.00 DWSRF Invoice Voucher Request No. 1 - \$ 6,574.00		<u>Account Number:</u>	
<u>Amount Budgeted:</u> Funding derived through an approved low-interest loan from the Drinking Water State Revolving Fund (DWSRF)		<u>Name and Fund#</u> Water Fund 420	
<u>Attachments to Agenda Packet Item:</u>			
<ol style="list-style-type: none"> 1. Public Works Board - DWSRF Project Status Report 2. WA State Department of Commerce Form 19-1A Voucher Distribution for \$6,574.00, dated 1/15/2014 3. Project Cost Breakdown Sheet, dated 1/13/2014 4. HLA Invoice Number 13109E-001 for \$6,574.00, dated 1/01/2014 5. Aerial overlay of the project 			
<u>Summary Statement:</u>			
<p>The City of Prosser applied for and received 2013 Drinking Water State Revolving Fund (DWSRF) loan monies to construct 4,000 linear feet of new 12" water transmission main from the Water Treatment Plant on SR 22 to the Painted Hills Booster Station. Included in the project is the demolition of the Booster Station and retiring of service of the Painted Hills Reservoir which will no longer be necessary upon project completion. The total amount of loan monies to be received is \$890,315.00. Estimated project cost is \$881,500.00 and the loan fee is \$8,815.00.</p>			
<u>NOTE:</u>			
<p>(On August 13, 2013, the Prosser City Council approved the contractual agreement between the City of Prosser and the Public Works Board for this project. The funds originate from the U.S. Environmental Protection Agency and are appropriated by the Public Works Board from the Drinking Water Assistance Account (DWSRF). The Board then enters into contract with the City of Prosser to disburse the funds, oversee the loan, and perform other services as defined in the Contract. The City also has contractual obligations that it must adhere to for</p>			

the life of the loan, which in this case is 24 years. The time of performance for this project is 48 months from the Contract execution date to Project Completion date. Design is currently underway and should be completed in May-June 2014. Construction is tentatively scheduled to commence November 2014 and reach completion by August 2015.)

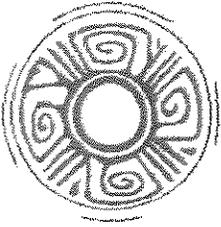
This Agenda Bill is to approve DWSRF Invoice Voucher Request No. 1 in the amount of \$6,574.00 for engineering services to date on this project and authorize the Mayor to sign the documents. This cost includes Project Administration, Design, Final Plans and Specifications.

As with standard procedures for other City utility projects funded by state and federal agencies, Council must approve the pay voucher requests before the funding agency can release any monies.

Recommended City Council Action/Suggested Motion:

Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 1 in the amount of \$6,574.00 for the Zone 2.5 Water Supply Improvements and authorize the Mayor to sign the documents.

<u>Reviewed by Department Director:</u>  Date: 1/24/14	<u>Reviewed by City Attorney:</u>  Date: 1/18/14	<u>Approved by Mayor:</u>  Date: 1-24-14
<u>Today's Date</u> January 16, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>



**Washington State
Public Works Board**

1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

DWSRF PROJECT STATUS REPORT

Submitter: Paul Warden - Mayor

Date of Submission: _____

This form must be completed each time you submit a reimbursement request. Reimbursement requests will not be processed unless accompanied by a current Project Status Report.

Client Name:	Prosser
Contract Number:	DM13-952-140
Project Name:	Zone 2.5 Water Supply Improvements
Scheduled Project Completion Date:	9/30/2017

1) Project Progress

Please describe the progress you have made to date on your project's scope of work (see Attachment A in your contract).

Design engineering, surveying and environmental compliance required for the project have started and are ongoing.

Approximately, what percentage of the project is complete?	1 %
--	-----

When do you expect the project to be completed (month/day/year)?	12/01/2015
--	------------

if the anticipated completion date is different from the one above, what factors led to the change in the completion date?

2) Disadvantaged Business Enterprises (DBEs)

Did you award any DBE contracts this Quarter? NO

Total DBE contracted out this Quarter or Reporting Period: \$ 0.00

Type of Business	Contract Total	Award Date	Indicate Type of Service * construction * supplies * services * equipment	Contractor Name	Contractor Address
Minority Owned Business					
Women Owned Business					
Small Business in Rural Area					
Small Business Enterprise (SBE)					
Historically Underutilized Business (HUB) Zone Small Business Concerns					
Labor Surplus Area Firms (LSAF)					
Other Entities Meeting EPA's DBE Rule Criteria					

3) Federal Funds Expenditures

What is your jurisdiction's fiscal year? January To: December

During the fiscal year, how much has your system expended in (all sources) federal funds? \$799,551.59

(Fiscal year is your fiscal year as determined by your organization)

Note: Borrowers that expend \$500,000 or more in federal funds (all sources) in their fiscal year must have an audit conducted in accordance with Office of Management and Budget (OMB) revised Circular A-133. The audit must be conducted within nine months of the end of the fiscal year in which the audit was "triggered." The applicable federal category for the DWSRF is CFDA 66.468.

4) Dedicated Repayment Account (Private Systems Only)

Please enter the current account balance for the repayment account: \$ 0.00



Huibregtse, Louman Associates, Inc.
 2803 River Road
 Yakima, WA 98902

City of Prosser
 601 Seventh St.
 Prosser, WA 99350

Invoice number 13109E-001
 Date 01/01/2014

Project 13109E Prosser - Zone 2.5 Water Supply Improvements

Payment is Due within 30 Days of the Date of this Invoice.

FOR:

Professional Engineering and Land Surveying Services in connection with the Zone 2.5 Water Supply Improvements project, per your request, for services performed through December 31, 2013.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design and Final Plans and Specifications	79,500.00	8.00	0.00	6,360.00	6,360.00
Total	79,500.00	8.00	0.00	6,360.00	6,360.00

Environmental Compliance

	Hours	Rate	Billed Amount
Licensed Professional Engineer	0.50	140.00	70.00
Phase subtotal			70.00

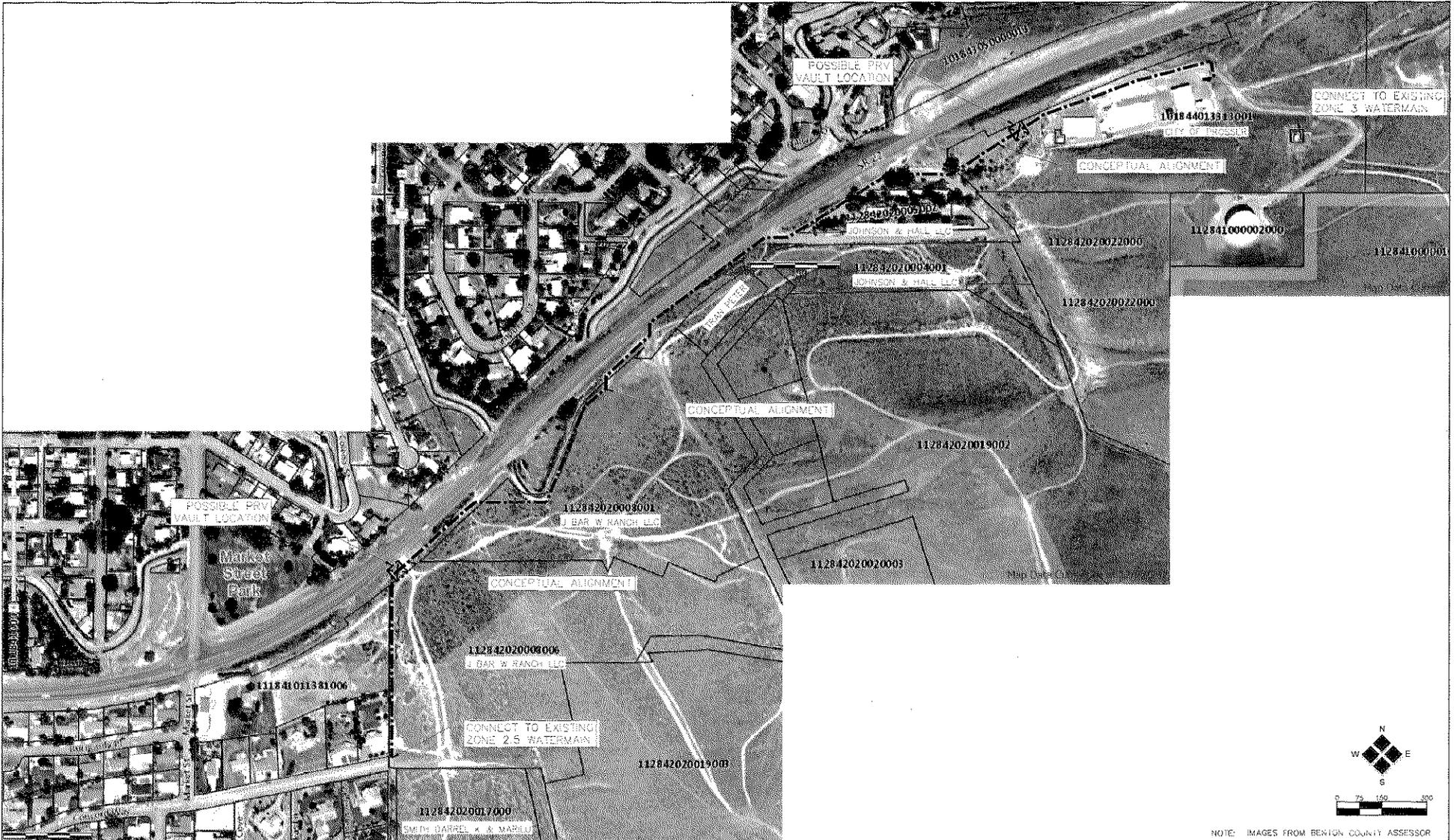
Project Administration

	Hours	Rate	Billed Amount
Senior Engineering Tech	1.50	96.00	144.00
Phase subtotal			144.00

Invoice total 6,574.00

HUIBREGTSE, LOUMAN ASSOC., INC.


 Jeffrey T. Louman, PE
 President



NOTE: IMAGES FROM BENTON COUNTY ASSESSOR

HLA
 Hultbregtse, Louman Associates, Inc.
 Civil Engineering • Land Surveying • Planning
 801 North 39th Avenue
 Yakima, WA 98902
 509.966.7000
 Fax 509.965.3800
 www.hlacivil.com

**PRELIMINARY
 SUBJECT TO REVISION**

REVISION	DATE

JOB NUMBER: 13109	DATE: 12-11-13
FILE NAME: 	
DRAWING: EXHIBIT.dwg	
PLAN: 	
PROFILE: 	
DESIGNED BY: 	DLP
ENTERED BY: 	DLP

CITY OF PROSSER		SHEET 1 OF 1
ZONE 2.5 WATER SUPPLY IMPROVEMENTS		
PRELIMINARY ALIGNMENT EXHIBIT		

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 9 in the Amount of \$79,665.64 for the Disinfection, Filtration and Source Improvements Project and Authorize the Mayor to Sign the Documents.		Meeting Date: January 28, 2014 Regular Meeting	
Department: Public Works	Director: L.J. Da Corsi	Contact Person: L.J. Da Corsi	Phone Number: (509) 786-2332
Cost of Proposal: Estimated Total Project Cost \$1,999,800.00 Amount Due - Contractor \$ 59,604.10 Amount Due Engineer \$ 20,061.54 Voucher No. 8 Amount \$ 79,665.64		Account Number: 594-34-63 Name and Fund# Water 403	
Amount Budgeted: Funding derived through an approved low-interest loan from the Washington State Department of Health - Drinking Water State Revolving Fund (DWSRF)			
Reviewed by Finance Department: <i>Regina Maurer</i>			
Attachments to Agenda Packet Item: <ol style="list-style-type: none"> 1. DWSRF Project Status Report 2. WA State Dept. of Commerce Voucher Distribution Form 19-1A for \$79,665.64 3. DWSRF Labor Standards Certification 4. HLA Invoice Number 11110E-022, 1/01/2014, for \$480.00 5. HLA Invoice Number 11110EC-005, 1/01/2014, for \$19,581.54 6. Letter from HLA to City of Prosser, dated January 8, 2014 7. Project Quantities Itemized Spreadsheet, 12/24/2013 8. Project Costs to date, 1/13/14 			
Summary Statement: <p>The City of Prosser applied for and received 2011 Drinking Water State Revolving Fund (DWSRF) loan monies to make specific improvements to the potable water system. The total amount of monies to be received is \$1,999,800. The improvements include:</p> <ul style="list-style-type: none"> • <u>Water Treatment Plant Disinfection System</u> - Construct a new system to improve safety and performance. • <u>Water Treatment Plant Green Sand Pressure Filters</u> - Add two new 0.9 MGD filters to increase capacity from 5.3 MGD to 7.1 MGD, and add new 			

feed pumps to increase efficiency and performance.

- Backup Power Supplies at Well #4-B and Well #6 - Add new power generators to each well in order to maintain water supply to the community in the event of a power failure.

This Agenda Bill is to approve DWSRF Invoice Voucher Request No. 9 in the amount of \$79,665.64 for construction work and engineering services to date on this project. These costs include Construction, Project Administration, and Professional Engineering Services. (Please Note: DWSRF has approved engineering funding of \$401,600 for this project.) Construction began on September 30, 2013 and the project is approximately 39% complete. The anticipated completion date is 10/31/14.

As with standard procedures for other City utility projects funded by state and federal agencies, Council must approve the pay voucher requests before the funding agency can release any monies.

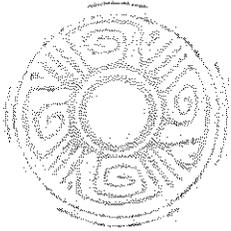
Consistent with or Comparison to:

EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL

Recommended City Council Action/Suggested Motion:

Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 9 in the Amount of \$79,665.64 for the Disinfection, Filtration and Source Improvements Project and Authorize the Mayor to Sign the Documents.

<p><u>Reviewed by Department Director:</u></p>  <p>Date: 1/24/14</p>	<p><u>Reviewed by City Attorney:</u></p>  <p>Date: 1/15/14</p>	<p><u>Approved by Mayor:</u></p>  <p>Date: 1-24-14</p>
<p><u>Today's Date:</u></p> <p>January 15, 2014</p>	<p><u>Revision Number/Date:</u></p>	<p><u>File Name and Path:</u></p>



DWSRF PROJECT STATUS REPORT

This form must be completed each time you submit a reimbursement request. Reimbursement requests will not be processed unless accompanied by a current Project Status Report.

Client Name:	CITY OF PROSSER
Contract Number:	DM11-952-030
Project Name:	DISINFECTION, FILTRATION AND SOURCE IMPROVEMENTS
Scheduled Project Completion Date:	02/16/16

1) Project Progress

Please describe the progress you have made to date on your project's scope of work (see Attachment A in your contract).

The City awarded the contract to Rotschy, Inc. Construction began on September 30, 2013 and is ongoing. Construction is anticipated to be complete by March 25, 2014. The disinfection building structure is nearly complete and generator pads are prepped at both well sites.

Approximately, what percentage of the project is complete?	39%
--	-----

When do you expect the project to be completed (month/day/year)?	10/31/14
--	----------

If the anticipated completion date is different from the one above, what factors led to the change in the completion date?



2) Disadvantaged Business Enterprises (DBEs)

Did you award any DBE contracts this Quarter? NO

Total DBE contracted out this Quarter or Reporting Period: \$0.00

Type Business	Contract Total	Award Date	Indicate Type of Service • construction • supplies • services • equipment	Contractor Name	Contractor Address
Minority Owned Business					
Women Owned Business					
Small Business in Rural Area					
Small Business Enterprise (SBE)					
Historically Underutilized Business (HUB) Zone Small Business Concerns					
Labor Surplus Area Firms (LSAF)					
Other Entities Meeting EPA's DBE Rule Criteria					

3) Federal Funds Expenditures

What is your jurisdiction's fiscal year? January to December

During the fiscal year, how much has your system expended in (all sources) federal funds? \$799,551.59 (2013)

(Fiscal year is your fiscal year as determined by your organization)

Note: Borrowers that expend \$500,000 or more in federal funds (all sources) in their fiscal year must have an audit conducted in accordance with Office of Management and Budget (OMB) revised Circular A-133. The audit must be conducted within nine months of the end of the fiscal year in which the audit was "triggered." The applicable federal category for the DWSRF is CFDA 66.468.

4) Dedicated Repayment Account (Private Systems Only)

Please enter the current account balance for the repayment account: \$0.00

Washington State Department of Commerce

PUBLIC WORKS BOARD
DRINKING WATER STATE REVOLVING FUND
LABOR STANDARDS CERTIFICATION

City of Prosser
Legal Name

DM11-952-030
Contract Number

9
Invoice Voucher Request #

CERTIFICATION

I hereby certify that all certified payrolls for the period supported by the attached invoice voucher have been reviewed to ensure that all laborers and mechanics are being paid at least the higher of the wage rates contained in the applicable federal or state wage decisions for the type of work performed.

Borrowers Signature: _____

Print Name: Paul Warden

Title: Mayor

Date: _____



Huibregtse, Louman Associates, Inc.
 2803 River Road
 Yakima, WA 98902

City of Prosser
 601 Seventh St.
 Prosser, WA 99350

Invoice number 11110E-022
 Date 01/01/2014

Project 11110E Prosser - Disinfection, Filtration
 and Source Improvements

Payment is Due within 30 Days of the Date of this Invoice.

FOR:

Professional Engineering Services in connection with the Disinfection, Filtration and Source Improvements project, per your request, for services performed December 1 through December 31, 2013.

Phase 2 - Project Administration

	Hours	Rate	Billed Amount
Senior Engineering Tech	5.00	96.00	480.00
Phase subtotal			480.00
		Invoice total	<u>480.00</u>

HUIBREGTSE, LOUMAN ASSOC., INC.

Jeffrey T. Louman, PE
 President

Contract Amount: \$10,000.00
 Total Amount Billed to Date: \$ 6,662.44
 Contract Balance Remaining: \$ 3,337.56



HLA

Huibregtse, Louman Associates, Inc.

Civil Engineering • Land Surveying • Planning

Huibregtse, Louman Associates, Inc.
2803 River Road
Yakima, WA 98902

City of Prosser
601 Seventh St.
Prosser, WA 99350

Invoice number 11110C-005
Date 01/01/2014

Project 11110C Prosser - Disinfection, Filtration
and Source Imp. - Construction Services

Payment is Due within 30 Days of the Date of this Invoice.

FOR:

Professional Engineering and Services in connection with the Disinfection, Filtration and Source Improvements project, services during construction, per your request, for services performed December 1 through December 31, 2013.

Phase 5 - Services During Construction

	Hours	Rate	Billed Amount
Licensed Principal Engineer	2.00	170.00	340.00
Licensed Professional Engineer	25.50	140.00	3,570.00
Project Engineer	30.00	115.00	3,450.00
Resident Engineer/Inspector	89.00	96.00	8,544.00
Senior Engineering Tech	7.00	96.00	672.00
Engineering Technician	14.00	67.00	938.00
	Units	Rate	Billed Amount
Vehicle Miles	604.00	0.52	314.08
	Cost Amount	Multiplier	Billed Amount
Conley Engineering, Inc.	1,638.75	1.07	1,753.46
Phase subtotal			19,581.54

Invoice total **19,581.54**

Invoice Summary

Description	Contract Amount	Total Billed	Remaining
Phase 5 - Services During Construction	195,600.00	105,504.13	90,095.87
Total	195,600.00	105,504.13	90,095.87



Jeffrey T. Louman, PE Terry D. Alapeteri, PE Stephanie J. Ray, PE
Theodore W. Poofler, PE Gene W. Soules, PE Dustin L. Posten, PE
Michael T. Battle, PE Timothy D. Fries, PLS Stephen S. Hazzard, PE
Eric T. Herzog, PLS Justin L. Bellamy, PE Michael R. Heit, PE

Civil Engineering ♦ Land Surveying ♦ Planning

January 8, 2014

City of Prosser
601 7th Street
Prosser, WA 99350

Attn: Accounts Payable

Re: City of Prosser
DISINFECTION, FILTRATION AND SOURCE IMPROVEMENTS
HLA Project No.: 11110C
Progress Estimate No.: 3

To Whom It May Concern:

Enclosed is Progress Estimate No. 3 for work performed by Rotschy, Inc., through December 24, 2013, in connection with their contract on the above referenced project. The amount due the Contractor of \$59,604.10 is net after retainage, as per the contract documents. We have received Certified Payrolls through December 14, 2013 from Rotschy, Inc. and subcontractors. We recommend this Progress Estimate be considered and approved for payment by the City of Prosser.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,

Dustin L. Posten, PE

DLP/crf

Enclosure

copy: L.J. DaCorsi, City of Prosser
Rotschy, Inc.
Steven Sziebert, HLA
Archie McPherson, HLA
Caroline Fitzsimmons
Correspondence File

Item No.	Description	Unit	Contract Quantity	Unit Price	TOTAL BID	Est 3 Qty	Quantity to Date	Earned Amount	Contract Quantity
	Testing	LS	1	\$2,000.00			0%	\$0.00	
				\$100,000.00			TOTAL	\$60,500.00	
21	Existing Building Modifications	LS	1		\$15,763.00				0.00%
	Siding	LS	1	\$4,000.00			0%	\$0.00	
	Electrical	LS	1	\$2,000.00			0%	\$0.00	
	Overhead Door	LS	1	\$6,000.00			0%	\$0.00	
	Man Door	LS	1	\$3,763.00			0%	\$0.00	
				\$15,763.00			TOTAL	\$0.00	
22	Elevated Access Platform for New Filter Units, Complete	LS	1		\$9,300.00				0.00%
	Metal Fabrication	LS	1	\$6,000.00			0%	\$0.00	
	Installation	LS	1	\$3,300.00			0%	\$0.00	
				\$9,300.00			TOTAL	\$0.00	
23	Raw Water Booster Pump and Motor	LS	1		\$50,000.00				0.00%
	Pumps and Parts - Pump Tech (Filter Bldg)	LS	1	\$44,000.00			0%	\$0.00	
	Electrician	LS	1	\$2,000.00			0%	\$0.00	
	Labor and Parts	LS	1	\$4,000.00			0%	\$0.00	
				\$50,000.00			TOTAL	\$0.00	
24	Piping, Fittings, and Valves, Complete	LS	1		\$80,000.00				0.00%
	Pipe and Valves	LS	1	\$40,000.00			0%	\$0.00	
	Labor - Pipe and Valves	LS	1	\$15,000.00			0%	\$0.00	
	Pipe Supports and Stands	LS	1	\$7,000.00			0%	\$0.00	
	Labor - Pipe Supports	LS	1	\$3,000.00			0%	\$0.00	
	Air piping	LS	1	\$4,000.00			0%	\$0.00	
	Pneumatic piping	LS	1	\$5,000.00			0%	\$0.00	
	Meters	LS	1	\$3,000.00			0%	\$0.00	
	Valve Actuators	LS	1	\$3,000.00			0%	\$0.00	
				\$80,000.00			TOTAL	\$0.00	
25	Vertical Pressure Filter Units, Complete	LS	1		\$300,000.00				0.00%
	Furnishing and installing new vertical pressure vessels	LS	1	\$229,000.00			0%	\$0.00	
	Painting	LS	1	\$7,000.00			0%	\$0.00	
	Underdrains	LS	1	\$8,000.00			0%	\$0.00	
	Inlet distributor/backwash collector	LS	1	\$5,000.00			0%	\$0.00	
	Air scour piping	LS	1	\$5,000.00			0%	\$0.00	
	Concrete, support gravel and filter media	LS	1	\$30,000.00			0%	\$0.00	

Item No.	Description	Unit	Contract Quantity	Unit Price	TOTAL BID	Est 3 Qty	Quantity to Date	Earned Amount	Contract Quantity
	Filter instrumentation	LS	1	\$6,000.00			0%	\$0.00	
	Portable confined space system	LS	1	\$5,000.00			0%	\$0.00	
	Startup and testing services	LS	1	\$5,000.00			0%	\$0.00	
				\$300,000.00			TOTAL	\$0.00	
26	Filter Building Electrical and Control System, Complete	LS	1		\$30,000.00				39.00%
	Conduit	LS	1	\$13,000.00			90%	\$11,700.00	
	Conductor	LS	1	\$9,500.00			0%	\$0.00	
	Control panels and systems	LS	1	\$4,000.00			0%	\$0.00	
	Connecting all equipment and facilities	LS	1	\$2,000.00			0%	\$0.00	
	Startup and testing services	LS	1	\$1,500.00			0%	\$0.00	
				\$30,000.00			TOTAL	\$11,700.00	
27	Well No. 4B Engine Generator, Complete	LS	1		\$105,000.00				3.81%
	Electrician	LS	1	\$14,000.00		29%	29%	\$4,000.00	
	Excavation	LS	1	\$1,500.00			0%	\$0.00	
	Generator and sub-base tank	LS	1	\$85,000.00			0%	\$0.00	
	Concrete	LS	1	\$2,000.00			0%	\$0.00	
	Labor - Installation Genset	LS	1	\$2,500.00			0%	\$0.00	
				\$105,000.00			TOTAL	\$4,000.00	
28	Well No. 6 Engine Generator and Transfer Switch, Complete	LS	1		\$124,000.00				5.65%
	Electrician	LS	1	\$20,000.00		25%	25%	\$5,000.00	
	Excavation	LS	1	\$2,000.00			100%	\$2,000.00	
	Generator and sub-base tank	LS	1	\$92,000.00			0%	\$0.00	
	Concrete	LS	1	\$2,300.00			0%	\$0.00	
	Labor - Installation Genset	LS	1	\$2,500.00			0%	\$0.00	
	Door Removal and Framing	LS	1	\$5,200.00			0%	\$0.00	
				\$124,000.00			TOTAL	\$7,000.00	
29	Additive Bid Item No. 1 - Replace Existing Raw Water Pump VFDs	LS	1		\$38,700.00				0.00%
	Furnishing and installing new wiring	LS	1	\$9,700.00			0%	\$0.00	
	VFD's	LS	1	\$25,000.00			0%	\$0.00	
	Coordination with the existing raw water pumps and filter building control system	LS	1	\$2,000.00			0%	\$0.00	
	Startup and testing services	LS	1	\$2,000.00			0%	\$0.00	
				\$38,700.00			TOTAL	\$0.00	

Item No.	Description	Unit	Contract Quantity	Unit Price	TOTAL BID	Est 3 Qty	Quantity to Date	Earned Amount	Contract Quantity
30	Additive Bid Item No. 2 - Replace Existing Raw Water Pump Motors	LS	1		\$40,900.00				0.00%
	Electrician	LS	1	\$1,300.00			0%	\$0.00	
	Labor - Remove and Replace	LS	1	\$1,600.00			0%	\$0.00	
	Pump Tech	LS	1	\$38,000.00			0%	\$0.00	
				\$40,900.00			TOTAL	\$0.00	
32	Additive Bid Item No. 4 - North Elevated Access Platform, Complete	LS	1		\$18,500.00				0.00%
	Shop drawings - design	LS	1	\$1,000.00			0%	\$0.00	
	Metal Fabrication and Rail	LS	1	\$9,500.00			0%	\$0.00	
	Grate	LS	1	\$4,000.00			0%	\$0.00	
	Installation	LS	1	\$4,000.00			0%	\$0.00	
				\$18,500.00			TOTAL	\$0.00	
The Schedule of Values is an administrative form used to calculate the percentage of completion. The actual basis of payment are the amounts shown on the Progress Estimate.									

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve the USDA Outlay Report and Draw Request No. 27 in an amount of \$6,240.50 for costs associated with the Northwest Prosser Water and Sewer System Improvements Project (Contract Addendum No. 2) and authorize the Mayor to sign the documents.		Meeting Date: January 28, 2014 Regular Meeting	
Department: Public Works	Director: L.J. Da Corsi	Contact Person: L.J. Da Corsi	Phone Number: (509) 786-2332
Cost of Proposal: \$6,240.50		Account Number:	
Amount Budgeted: Based on USDA funding		Name and Fund# Water 403	
Reviewed by Finance Department: <i>Regina Maurad</i>			
Attachments to Agenda Packet Item: <ol style="list-style-type: none"> 1. Letter from HLA to Mayor Warden, Re: USDA Draw Request No. 27, and dated January 15, 2014 2. Outlay Report and Request for Reimbursement Draw Request Number 27 3. HLA Invoice Number 10024E-030, 1/01/2014 for \$4,262.50 4. HLA Invoice Number 10024C-037, 1/01/2014 for \$1,978.00 			
Summary Statement: <p>The billed costs or disbursements as shown on the form are in accordance with the terms of the project and the reimbursement amount of \$6,240.50 represents the Federal share due the city of Prosser for the Northwest Prosser Water and Sewer Systems Improvements and Reservoir Projects as per Contract Addendum No. 2. This project is approximately 90% complete.</p> <p>Contract Addendum No. 2 was approved by the City Council September 11, 2012, for the addition of the telemetry system upgrade to the domestic water system and later incorporated as part of the Northwest Prosser Water and Sewer System Improvements Project.</p> <p>By a motion and approval, the Council grants the Mayor the authority to sign the documents and by doing so signifies Owner's approval of the USDA Outlay Report and Request for Reimbursement - Number 27, Northwest Prosser Water and Sewer Systems Improvements and Reservoir Projects, for \$6,240.50 from USDA Rural Development.</p>			



Jeffrey T. Louman, PE Terry D. Alapeteri, PE Stephanie J. Ray, PE
Theodore W. Pooler, PE Gene W. Soules, PE Dustin L. Posten, PE
Michael T. Battle, PE Timothy D. Fries, PLS Stephen S. Hazzard, PE
Eric T. Herzog, PLS Justin L. Bellamy, PE Michael R. Heit, PE

Civil Engineering ♦ Land Surveying ♦ Planning

January 15, 2014

City of Prosser
601 Seventh St.
Prosser, WA 99350

Attn: Mayor Paul Warden

Re: City of Prosser
NORTHWEST PROSSER WATER
AND SEWER SYSTEM IMPROVEMENTS
HLA Project No.: 10024
USDA Draw Request No. 27

Dear Mayor Warden:

Enclosed, please find two (2) copies each of USDA Outlay Report Draw Request Number 27 for the amount of \$6,240.50, which includes HLA costs associated with Contract Addendum No. 2 (10024T), for your review and approval.

Please keep the copies marked for the City, and return all remaining original executed copies to HLA for processing to USDA Rural Development. Upon USDA approval, USDA will return one executed set for your retention. USDA will create a letter to accompany this Outlay Report and send both items to Washington Trust Bank for processing the payment to the City of Prosser.

Please advise if we may answer any questions or provide additional information.

Very truly yours,

Justin L. Bellamy, PE

JLB/crf

Enclosures

Copy: L.J. DaCorsi, City of Prosser
Steve Sziebert, HLA
Caroline Fitzsimmons, HLA
Correspondence File

OUT LAY REPORT AND REQUEST FOR REIMBURSEMENT								
Draw Request Number:	Prosser			NW Prosser		USDA Rural Development	Balance Remaining	%
	Initial Budget	Current Budget	Previous PAID to Date	Payment Requested 27	Paid to Date			
27								
Misc. Self Less								
Administrative & Legal	7,500.00	7,300.00	2,295.43		2,295.43		5,004.57	31.44%
Board Counsel								0.00%
Interim Interest	90,000.00	90,000.00					90,000.00	0.00%
Land Acquisition - Appraisal	85,000.00	85,000.00	80,000.00		80,000.00		5,000.00	94.12%
Computer and Software	7,370.04	7,370.04	7,370.04		7,370.04			100.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
Engineering/Architectural								
Basic Services	242,000.00	426,250.00	404,937.50	4,262.50	409,200.00		17,050.00	96.00%
Inspection Services	408,600.00	448,693.53	434,725.87	1,978.00	436,703.87		11,989.66	97.33%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
Construction w/ sales tax								
Schedule A Water System Imp	564,505.09	679,499.13	670,140.57		670,140.57		9,358.56	98.62%
								0.00%
Booster Pump & PRV Sta	654,541.88	654,541.88	632,546.70		632,546.70		21,995.18	96.64%
1.2 MG Standpipe Reservoir	1,279,365.07	1,279,365.07	1,273,460.36		1,273,460.36		5,904.71	99.54%
Telemetry System Improvements	113,384.46	86,698.36	70,969.05		70,969.05		15,729.31	81.86%
								0.00%
								0.00%
Contingency	477,933.46	160,281.99					165,281.99	0.00%
Contingency as a Percent of Total	12.16%	4.21%						
Total	3,930,000.00	3,930,000.00	3,576,445.52	6,240.50	3,582,686.02		347,313.98	91.16%
PROJECT FUNDING BREAKDOWN								
Applicant contribution	423,000.00	423,000.00	423,000.00		423,000.00			100.00%
Other Funders 2								0.00%
Other Funders 3								0.00%
Other Funders 4								0.00%
Other Funders 5								0.00%
Other Funders 6								0.00%
Other Funders 7								0.00%
Other Funders 8								0.00%
Other Funders 9								0.00%
USDA RD Loan	3,507,000.00	3,507,000.00	3,153,445.52	6,240.50	3,159,686.02		347,313.98	90.10%
USDA RD Grant								0.00%
Total	3,930,000.00	3,930,000.00	3,576,445.52	6,240.50	3,582,686.02		347,313.98	91.16%
FUNDS - DIFFERENCE								
Date of Outlay Report 1/15/2014								
APPROVAL AND SIGNATURE SECTION								
OWNER'S APPROVAL:								
Mayor: _____ DATE: _____			OWNER CERTIFICATION: I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.					
ENGINEER/ARCHITECT APPROVAL: Justin L. Bellamy, PE 1/16/14			Invoices will be approved by the borrower and their engineer, as appropriate, and submitted to the processing office for concurrence. The review and acceptance of project costs, including construction pay estimates, by USDA Rural Development does not attest to the correctness of the amounts, the quantities shown or that the work has been performed under the terms of the agreements or contracts.					
USDA RURAL DEVELOPMENT CONCURRENCE:								
Marti Canatsey, RD Specialist Name DATE: _____			Notes:					



Huibregtse, Louman Associates, Inc.
 801 North 39th Avenue
 Yakima, WA 98902

City of Prosser
 601 Seventh Street
 Prosser, WA 99350

Invoice number 10024E-030
 Date 01/01/2014

Project **10024E Prosser - North Prosser
 Water System Improvements**

Payment is Due within 30 Days of the Date of this Invoice.

FOR:

Professional Engineering Services in connection with design and final plans, specifications and estimate for the North Prosser Water System Improvements project, per your request, for services performed December 1 through December 31, 2013.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase 1 - Design and Final Plans, Specifications and Estimate (Per Addendum No. 2)	426,250.00	96.00	404,937.50	409,200.00	4,262.50
Total	426,250.00	96.00	404,937.50	409,200.00	4,262.50

Invoice total \$4,262.50

HUIBREGTSE, LOUMAN ASSOC. INC.

Jeffrey T. Louman, PE
 President



Huibregtse, Louman Associates, Inc.
 2803 River Road
 Yakima, WA 98902

City of Prosser
 601 Seventh St.
 Prosser, WA 99350

Invoice number 10024C-037
 Date 01/01/2014

Project 10024C Prosser - North Prosser Water
 System Improvements - Construction
 Services

Payment is Due within 30 Days of the Date of this Invoice.

FOR:

Professional Engineering Services in connection with the North Prosser Water System Improvements project, services during construction, per your request, for services performed December 1 through December 31, 2013.

Telemetry System Improvements

	Hours	Rate	Billed Amount
Licensed Principal Engineer	1.00	170.00	170.00
Licensed Professional Engineer	7.50	140.00	1,050.00
Senior Engineering Tech	6.50	96.00	624.00
Engineering Technician	2.00	67.00	134.00
Phase subtotal			1,978.00

Invoice total 1,978.00

HUIBREGTSE, LOUMAN ASSOC., INC.

Jeffrey T. Louman, PE
 President

Contract Amount: \$448,693.53
 Total Amount Billed to Date: \$436,703.87
 Contract Balance Remaining: \$ 11,989.66

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve the Local Agency Standard Consultant Agreement between the City of Prosser and HLA Inc. for engineering services on the OIE Highway Improvements Project and authorize the Mayor to sign the document.	Meeting Date: January 28, 2014 Regular Meeting
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Department: Public Works	Director: L.J. Da Corsi	Contact Person: L.J. Da Corsi	Phone Number: (509) 786-2332
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Cost of Proposal: \$284,700.00	Account Number:						
Amount Budgeted: <table border="0"> <tr> <td>\$247,113</td> <td>STP-Rural</td> </tr> <tr> <td><u>38,565</u></td> <td>City Share</td> </tr> <tr> <td>\$285,678</td> <td></td> </tr> </table>	\$247,113	STP-Rural	<u>38,565</u>	City Share	\$285,678		Name and Fund# OIE Improvements Fund 302
\$247,113	STP-Rural						
<u>38,565</u>	City Share						
\$285,678							

Reviewed by Finance Department:
Regina Maurer

- Attachments to Agenda Packet Item:**
1. Local Agency Standard Consultant Agreement - No. 1309E, DOT Form 140-089 EF
 2. Exhibit A-1 - Scope of Work
 3. Exhibit D-1 - Payment (Lump Sum)
 4. Exhibit E-1 - Consultant Fee Determination - Summary Sheet (Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)
 5. Exhibit F - Hübregtse, Louman Associates, Inc. Statement of Direct Labor, Fringe Benefits, and General Overhead For the Year Ended December 31, 2011
 6. Exhibit H - Title V1 Assurances
 7. Exhibit I - Payment Upon Termination of Agreement By the Agency Other Than for Fault of the Consultant
 8. Exhibit J - Alleged Consultant Design Error Procedures
 9. Exhibit K - Consultant Claim Procedures
 10. Exhibit M-1(a) - Certification of Consultant
 11. Exhibit M-1(b) - Certification of Agency Official
 12. Exhibit M-2 - Certification, Regarding Debarment, Suspension and Other Responsibility Matters-Primary Covered Transactions
 13. Exhibit M-3 - Certification Regarding the Restrictions of The Use of Federal Funds for Lobbying

Summary Statement:

The City of Prosser is eligible to receive \$247,113 from the federal STP (Surface Transportation Program) Rural fund for the preliminary engineering and design of the Old Inland Empire Highway Improvements Project. The City's obligation in this engineering phase is approximately \$37,567. Total engineering and design cost is approximately \$284,700.

This project has been listed on the City's STIP (Six Year Transportation Improvement Program) for several years and as of 2012 was placed as the number one priority. The road is functionally classified which is the reason the funds were able to be applied only to this project. (NOTE: Federal transportation project related funds can only be used on functionally classified roads. Prosser has very few of these types of roads but is working on applying for classification on streets that may meet the classification criteria.)

The project, aside from the engineering, consists of reconstructing and widening the roadway, new curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt and pavement markings. The area of the improvement project begins on OIE Highway at Wine Country Road and continues west 0.760 miles to the Prosser City limits. Construction cost for the project is estimated to be \$2,392,000.

The WSDOT (Washington State Department of Transportation) oversees disbursement of the funds and specific contractual obligations, such as this agreement. This Local Agency Standard Consultant Agreement is required by the WSDOT in order to move forward with the engineering and design phase. This agreement is between the City of Prosser and HLA, Inc., the engineering consultant on the project for the City. As per federal funding and project eligibility regulations, the City was required to advertise and call for engineering Statements of Qualifications to select an engineer for this project. This process was carried out and on November 26, 2013, at the Regular Council Meeting the Prosser City Council approved and accepted HLA, Inc. as the City's engineer for this project.

On September 24, 2013, at the Regular Council Meeting the Prosser City Council adopted Ordinance No. 13-2835. Two key elements in this ordinance are:

- establishment of Fund Number 302 , OIE Improvements Fund
- the amount of \$285,678 be appropriated for expenditure to Fund Number 302

Although the City is not in a position to immediately construct this project, the premise and immediacy behind the design/engineering phase is to assure we have a project "shovel-ready" in the event funding becomes available in the very near future.

Consistent with or Comparison to:

EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL

Recommended City Council Action/Suggested Motion:

Approve the Local Agency Standard Consultant Agreement between the City of Prosser and HLA Inc. for engineering services on the OIE Highway Improvements Project and authorize the Mayor to sign the document.

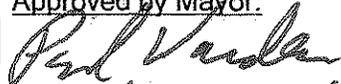
Reviewed by Department Director:


Date: 1/24/14

Reviewed by City Attorney:


Date: 1/23/14

Approved by Mayor:


Date: 1-24-14

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Huibregtse, Louman Associates, Inc. 801 North 39th Avenue Yakima, WA 98902 509-966-7000	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		
Agreement Number 13093E	Project Title And Work Description Old Inland Empire Highway Improvements Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.	
Federal Aid Number STPUS-B030(001)		
Agreement Type (Choose one) <input checked="" type="checkbox"/> Lump Sum Lump Sum Amount \$ <u>284,700.00</u> <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____ <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	Federal ID Number or Social Security Number 91-1237188
	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date June 30, 2015
	Total Amount Authorized \$	<u>284,700.00</u>
	Management Reserve Fund \$	_____
	Maximum Amount Payable \$	<u>284,700.00</u>

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input checked="" type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input type="checkbox"/> Exhibit G Subcontracted Work | <input type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____ City of Prosser _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By  By _____

Consultant Huibregtse, Louman Associates, Inc. Agency City of Prosser

**Exhibit A-1
Scope of Work**

Project No. 13093E

- A. Provide assistance for required documentation and correspondence for funding, environmental (incl. providing Section 106 report), design review, and estimates to funding and regulatory agencies.
- B. Perform field investigations necessary to design the identified improvements.
- C. Prepare preliminary design, present 60% and 90% design plans to City prior to final plans.
- D. Attend public meetings and/or City Council meetings regarding the project.
- E. On the basis of approved preliminary plans, prepare final design Plans, Specifications and Engineer's Estimate of Costs for City review and approval.
- E. Furnish forty (40) copies of Plans and Specifications for bidding.
- F. Answer and supply such information as is requested by prospective bidders, and prepare addenda.
- G. Attend bid opening and participate in the bid opening and bid evaluation process.
- H. Prepare bid tabulation and review bidder's qualifications.
- I. Make recommendation to the City of construction contract award to the lowest responsible bidder.

Documents To Be Furnished By The Consultant

- A. Required documents of WSDOT for federally funded projects.
- B. Documents required for all environmental permitting required by the project.
- C. 60% plans, 90% plans and specs, and final plans and specs. for City, County, and State.
- D. Forty (40) copies of plans and specifications for bidding.
- E. Engineer's estimate and bid opening tabulation.
- F. Permits by regulatory agencies.
- G. Recommendation of contract award letter.

Exhibit D-1 Payment (Lump Sum)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31. The estimate in support of the lump sum amount is attached hereto as Exhibit "D" and by this reference made part of this AGREEMENT.

- A. Lump Sum Agreement: Payment for all consulting services for this PROJECT shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.
 - I. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of costs on a monthly basis. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rate, and present duties of those employees performing work on the PROJECT at the time of the interview.

- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims. The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1
Consultant Fee Determination - Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: Old Inland Empire Highway Improvements

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	=	<u>Cost</u>
Principal Engineer	80.0	X	60.00	\$		4,800.00
Professional Engineer	600.0	X	42.50			25,500.00
Project Engineer	600.0	X	28.50			17,100.00
Principal Prof. Surveyor	30.0	X	50.00			1,500.00
Professional Surveyor	60.0	X	30.00			1,800.00
Surveyor	240.0	X	29.60			7,104.00
CAD Technician	1,200.0	X	31.70			38,040.00
Senior Engineering Tech	30.0	X	25.30			759.00
Word Processing Tech	40.0	X	21.50			860.00

Total DSC = \$ 97,463.00

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 147.17 % x \$ 97,463.00 143,436.30

Fixed Fee (FF):

FF Rate x DSC of 35 % x \$ 97,463.00 34,112.05

Reimbursables:

Itemized 9,688.65

Subconsultant Costs (See Exhibit G):

Grand Total 284,700.00

Prepared By: Terry D. Alapeteri, PE

Date: November 21, 2013

Exhibit F

**Huibregtse, Louman Associates, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 31, 2011**

Description	% of Direct Labor
Direct Labor	
INDIRECT COSTS	
Fringe Benefits	
Vacation, Sick and Holiday	10.75%
Incentive Compensation	22.32%
Retirement Plans	15.35%
Employee Group Insurance	13.89%
Payroll Taxes	13.08%
Other Employee Benefits	0.65%
Total Fringe Benefits	76.05%
General Overhead	
Indirect Labor	27.87%
Accounting Fees	0.64%
Automobile	2.55%
Bank Charges and Processing Fees	0.00%
Computer hardware/software	0.13%
Depreciation and Amortization	2.59%
Dues and Professional Licenses	0.77%
Insurance	6.19%
Leased Equipment	0.66%
Meals Expense	0.25%
Office Supplies and Postage	2.50%
Printing and Reproduction	0.06%
Professional Services	1.62%
Rent and Utilities	13.52%
Repairs and Maintenance	3.91%
Seminars and Prof Education	0.40%
Supplies	0.73%
Taxes and Licenses	7.52%
Telecommunications	1.53%
Travel	0.34%
Direct Costs Recovery	-2.66%
Total General Overhead	71.12%
Total Indirect Costs	147.17%
Overhead Rate	147.17%

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim (s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. 13093E

Local Agency _____

I hereby certify that I am Jeffrey T. Louman and duly authorized representative of the firm of Huibregtse, Louman Associates, Inc. whose address is 801 North 39th Avenue, Yakima, WA 98902 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

1/15/14
Date

Jeffrey T. Louman
Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Prosser, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B) of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Huibregtse, Louman Associates, Inc.

1/15/14
(Date)

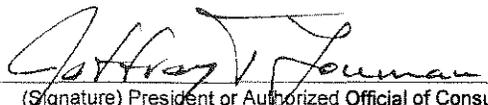

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

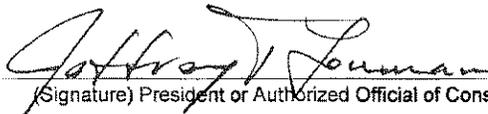
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

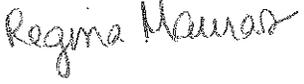
Consultant (Firm): Huibregtse, Louman Associates, Inc.

1/15/14
(Date)


(Signature) President or Authorized Official of Consultant

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Approve Maintenance Contract Renewal with Abadan for Konica Minolta Bizhub 283 Copier.		<u>Meeting Date:</u> January 28, 2014 Regular Meeting	
<u>Department:</u> Finance	<u>Director:</u> Toni Yost	<u>Contact Person:</u> Toni Yost	<u>Phone Number:</u> (509) 786-8215
<u>Cost of Proposal:</u> Approximately \$500 Annually		<u>Account Number:</u> 001-514-23-48	
<u>Amount Budgeted:</u> Approximately \$500 Annually		<u>Name and Fund#</u> 001 General Fund	
<u>Reviewed by Finance Department:</u> 			
<u>Attachments to Agenda Packet Item:</u> 1. Maintenance Contract Renewal with Abadan for Konica Minolta Bizhub 283			
<u>Summary Statement:</u> The maintenance contract for the Konica Minolta Bizhub 283 copier expires annually in accordance with the terms and conditions of the agreement. The contract is set to expire and therefore needs to be renewed for another 12 month term.			
<u>Consistent with or Comparison to:</u> EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<u>Recommended City Council Action/Suggested Motion:</u> Move to approve the maintenance renewal contract with Abadan for Konica Minolta Bizhub 283 copier.			
<u>Reviewed by Department Director:</u> 	<u>Reviewed by City Attorney:</u> 	<u>Approved by Mayor:</u> 	
Date: 1/24/14	Date: 1/15/14	Date: 1-24-14	
<u>Today's Date:</u> January 13, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>	



Clearly the best...

THIS IS NOT AN INVOICE
Please sign, make copy
and return original

RECEIVED
JAN 09 2014
CITY OF PROSSER

MAINTENANCE CONTRACT

New Renewal Revision

CITY OF PROSSER
601 7TH STREET
PROSSER WA 99350

Installation Date: 02/27/2013

Contract Effective: 02/26/2014

Equipment Location: _____

Fax#: _____

E-Mail #: _____

Contact: _____

For an annual, quarterly or monthly base charge plus overage charges, if any, our factory trained personnel will render service calls during regular business hours on the equipment listed below for a period of 12 months in accordance with the terms and conditions set forth on this page.

Model Number	Serial Number	Beginning Meter	BILLING:		
			ANNUAL	QUARTERLY	MONTHLY
			Copy Allowance	Base Charge (in advance)	Charge Per Copy (in arrears) Overages All Copies
BH283	A1UF011003328		2000	\$ 19.80	.0099

This agreement covers service calls during normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. Includes parts, labor, developer, staples, toner and all other consumable supply items unless specifically listed.

Please see terms and conditions set forth on the reverse side of this agreement.

SERVICE E-MAIL servicecall@abadantc.com

METER READ E-MAIL meters@abadantc.com

Approved by Abadan:

Customer Acceptance:

Service Manager

Authorized Signature

Date

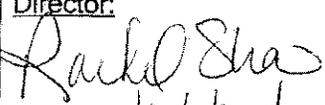
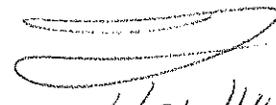
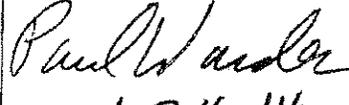
Date

Abadan agrees to perform the maintenance service with respect to equipment in accordance with the following terms and conditions:

1. Only authorized Abadan personnel may make modifications to this Agreement. Any such changes will be preceded by a 30 days written notice to the customer.
2. This Agreement is subject to acceptance only by an authorized representative of Abadan. The Customer hereby waives notice of acceptance.
3. The equipment must be in good condition on the commencement date of this Agreement. Abadan will charge for parts and labor required to bring the equipment up to Abadan standards unless covered under any applicable warranties or a continuous maintenance Agreement; this will be in addition to the price set forth on the reverse side of this Agreement.
4. This Agreement will renew automatically for successive annual terms unless the Customer notifies Abadan in writing thirty (30) days prior to anniversary date. Abadan retains the right to increase rates each annual renewal period without notice to the Customer.
5. The Customer agrees to provide Space, power, Network connections and other requirements as specified by the manufacturer for ideal operation of equipment.
6. Customer acknowledges that manufacturer's limit parts production on aged equipment. In the event that a part cannot be obtained to repair the equipment, this Agreement shall become null and void.
7. This Agreement does not include: delivery, moving, or installation charges of the equipment or any major modifications to the equipment.
8. During the term hereof, Abadan will repair or replace in accordance with the terms and conditions of this Agreement and any part of the Equipment, which becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned, or used; all part removed due to replacement will become the property of Abadan. Maintenance service provided by Abadan under this Agreement does not include the following:
 - A. Repairs resulting from misuse (including without limitation improper voltage or use of supplies that do not conform to the manufacturer's specifications).
 - B. Repairs made necessary by service performed by persons other than Abadan.
 - C. Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the equipment.
 - D. Consumable supplies such as paper, staples, drum cartridges, developer, toner, or masters (unless otherwise noted on the reverse side of this maintenance Agreement).
 - E. Repairs and or service calls resulting from attachments not purchased from Abadan.
 - F. Any software, system support or related connectivity, unless specified in writing.
9. Abadan's regular service hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays.
10. This Agreement extends only to the original Customer and is non-transferable. If the equipment is moved beyond Abadan's service zones this Agreement shall be deemed terminated.
11. Customer agrees to pay invoices promptly. Should the Customer be delinquent for more than thirty (30) days, Abadan at its option may cancel this Agreement without notice. Customer agrees to pay a finance charge of 1-1/2% per month on any past due balance. Further, Customer agrees to pay all costs of collection including reasonable attorney's fees, whether suit be brought or not, incurred by Abadan in collecting any past due balance or recovering any equipment.
12. Customer will provide to Abadan true and accurate copy counter (meter) readings at monthly/quarterly/annual intervals in any reasonable manner requested by Abadan for the purpose of maintenance billing. All copies in excess of the amount included in the base charge of the Agreement are subject to excess copy charges.
13. Customer agrees that in the event Abadan does not receive current monthly/quarterly/annual copy counts, the Customer will receive a billing for the base amount and/or an estimated bill based on previous usage history. The next sequential billing will be adjusted for actual copies run for the previous and current billing periods.
14. If the Customer makes an alteration, attaches a device, or utilizes a supply item that, in Abadan's judgment, increases the cost of service, Abadan will either propose an additional service charge or request the equipment be returned to its standard configuration or purpose and that use of the supply item be discontinued. If, within five (5) days of such proposal or request, the Customer does not remedy the problem or agree in writing to do so immediately, the Customer shall be in default of its obligation to Abadan and Abadan may withhold maintenance service from the equipment. If Abadan believes that an alternation, attachment, or supply item affects the safety of Abadan personnel or equipment users, Abadan shall notify the Customer of the problem and may withhold maintenance until the problem is remedied.
15. If the Customer requests that the Agreement be terminated prior to the end of the Agreement term the Customer will be give no refund or credit on early termination of the Agreement. In order to request early termination the customer is required to submit a thirty (30) day written notice of their intention to terminate the Agreement. Upon receipt of the written notice Abadan will send out a final invoice to the customer and contract will be terminated upon receipt of the final payment.
16. Disclaimer of Implied Warranties and Limitations of Liability:
 - A. Abadan disclaims the implied warranty of fitness for particular purpose following the expiration of any express warranty pertaining to equipment. Abadan disclaims the implied warranty of merchantability.
 - B. Abadan shall not be liable for indirect, incidental, or consequential damages, such as loss of use, revenues, or profit.

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Review and confirm the appointments to various Boards, Commissions, and Committees as appointed by Mayor Warden.		Meeting Date: January 28, 2014 Regular Meeting	
Department: City Clerk	Director: Rachel Shaw	Contact Person: Rachel Shaw	Phone Number: (509) 786-8218
Cost of Proposal: n/a		Account Number: n/a	
Amount Budgeted: n/a		Name and Fund# n/a	
Reviewed by Finance Department: N/A			
Attachments to Agenda Packet Item: 1. City of Prosser Boards, Commissions, and Committee Appointment Listing			
Summary Statement: Some of the current Boards, Commissions, and Committee terms will be expiring soon. It is necessary to appoint or in some cases re-appoint members accordingly. Attached are the appointments made by Mayor Warden to be confirmed by City Council.			
Consistent with or Comparison to: EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion: Review and confirm the appointments to various Boards, Commissions, and Committees as appointed by Mayor Warden or the City Council.			
Reviewed by Department Director:  Date: 1/24/2014	Reviewed by City Attorney:  Date: 1/24/14	Approved by Mayor:  Date: 1-24-14	
Today's Date: January 24, 2014	Revision Number/Date:	File Name and Path:	

City Boards, Commissions & Committees

Name	Committee	Length of Term	Day/Time	Meeting Location	Meeting Location Address	Beginning of Current Term	Term Expiration	Date of Appointment or Reappointment
Steve Becken	Ben Franklin Transit Board	2 year term	2nd Thursday, 7:00 pm	Three Rivers Transit	7109 W Okanogan Pl.	1/1/2013	1/1/2015	1/8/2013
Randy Taylor (Mayor Pro-tem - Alternate)	Ben Franklin Transit Board	2 year term	2nd Thursday, 7:00 pm		Kennewick	1/1/2013	1/1/2015	1/8/2013
Paul Warden	Benton County Law & Justice Committee		2nd Tuesday, 12:00 pm			1/1/2008	upon resignation	1/8/2008
Thomas Groom	Benton County Mosquito Control Board	2 year term				1/1/2013	12/31/2014	12/11/2012
Steve Becken	Benton Franklin Community Action Council		4th Thursday, 5:30 pm	BF Action Office	720 W Court St, Pasco	1/8/2008	upon resignation	1/8/2008
Randy Taylor	Benton Franklin Council of Governments		3rd Friday, 11:30 am			1/8/2008	upon resignation	1/8/2008
Paul Warden (Alternate)	Benton Franklin Council of Governments		3rd Friday, 11:30 am			1/1/2008	upon resignation	1/3/2008
Bob Elder	Benton Franklin Solid Waste Advisory Council		Quarterly, 6 p.m.	WSU Ext, County Annex	5600 E W Canal Dr, Kennewick	1/1/2012	1/1/2014	1/14/2014
Tammy McKeirnan	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	5/8/2012	1/1/2017	1/14/2014
Mike Kelley	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	1/1/2011	1/1/2017	1/14/2014
Bill Riley	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	1/1/2012	1/1/2015	2/14/2012
Idalia Aguilar	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	1/1/2012	1/1/2015	8/27/2012
Gary Krebs	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	1/1/2013	1/1/2016	11/26/2013
Eric Stagg	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	1/1/2013	1/1/2016	5/10/2011
Dan Baldwin	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	1/1/2013	1/1/2016	6/22/2010
TBD	Board of Health		4th Thursday, 7:00 pm	BFHD Office	412 W Clark St., Pasco			
Don Aubrey	Budget & Finance Committee		2nd & 4th Tuesday, 5:30pm	City Hall	601 7th St. Prosser	1/1/2014		1/28/2014
Randy Taylor	Budget & Finance Committee		2nd & 4th Tuesday, 5:30pm	City Hall	601 7th St. Prosser	1/1/2013		1/8/2008
Steve Becken	Budget & Finance Committee		2nd & 4th Tuesday, 5:30pm	City Hall	601 7th St. Prosser	1/1/2013		1/8/2008
Don Aubrey	Chamber Board		2nd Friday, 7am	Chamber Conference Room	1230 Bennett Prosser	1/1/2014	12/31/2014	1/28/2014
Wyatt Cone	Civil Service Commission	6 year term	2nd Thursday, 10:30 am	City Hall	601 7th St. Prosser	1/1/2012	12/31/2015	3/13/2012
Dan Baldwin	Civil Service Commission	6 year term	2nd Thursday, 10:30 am	City Hall	601 7th St. Prosser	1/1/2012	12/31/2016	1/8/2013
Glenda Schmidt	Civil Service Commission	6 year term	2nd Thursday, 10:30 am	City Hall	601 7th St. Prosser	1/1/2012	12/31/2017	3/13/2012
Morgan Everett	Council Policy and Procedures Committee		As Needed	City Hall	601 7th St. Prosser	1/1/2008		
Randy Taylor	Council Policy and Procedures Committee		As Needed	City Hall	601 7th St. Prosser	1/1/2008		
TBD	Council Policy and Procedures Committee		As Needed	City Hall	601 7th St. Prosser	1/1/2008		
TBD	County Seat Task Force Committee		As Needed					
TBD	County Seat Task Force Committee		As Needed					
TBD	Depot, Inc.		As Needed					
TBD	Downtown Revitalization Committee		3rd Monday, noon	Depot Conference Room	1230 Bennett, Prosser			
Steve Becken	Farmer's Market Liason		4th Monday, 7:00 pm			1/8/2008		1/8/2008

City Boards, Commissions & Committees

Name	Committee	Length of Term	Day/Time	Meeting Location	Meeting Location Address	Beginning of Current Term		Date of Appointment or Reappointment
						Term	Term Expiration	
TBD	Flood Hazard Management Citizens Advisory Committee		As Needed					
Steve Becken	Good Roads Committee		3rd Wednesday, 6:00 pm			1/8/2008		1/8/2008
Paul Warden	Good Roads Committee (Alternate)		3rd Wednesday, 6:00 pm			1/8/2008		1/8/2008
TBD	Benton Franklin Housing Continuum of Care		2nd Wednesday, 3:30 pm	BF Action Office	720 W Court St, Pasco			
Becky Yeaman	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2014	12/31/2014	1/14/2014
Fred Lamb	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2014	12/31/2014	1/14/2014
Tom Denlea	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2014	12/31/2014	1/14/2014
Marilyn Dalstra	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2014	12/31/2014	1/14/2014
Morgan Everett	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2014	12/31/2014	1/14/2014
Rob Steelman	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2014	12/31/2014	1/14/2014
Deb Augustavo	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2014	12/31/2014	1/14/2014
Bob Elder	LEOFF Board	2 year term	1st Wednesday, 2:00 pm	County Commissioner's	620 Market, Prosser	1/1/2014	12/31/2016	1/28/2014
TBD	MidColumbia Library Board (Appointed by the County)	7 years	3rd Monday, 7:00 pm	MidColumbia Library -	405 S. Dayton, Kennewick,			
Deb Brumley	PLDA		1st Thursday, 5:30 pm	Depot Conference Room	1230 Bennett	1/1/2014	12/31/2014	1/28/2014
Paul Warden (alternate)	PEDA		1st Thursday, 5:30 pm	Depot Conference Room	1230 Bennett	1/1/2014	12/31/2014	1/28/2014
Glenda Schmidt, Chair	Planning Commission Position No. 1	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/30/2011	6/30/2014	3/22/2011
Trevor Day	Planning Commission Position No. 2	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/26/2012	6/30/2015	11/26/2013
David Sullivan	Planning Commission Position No. 3	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/30/2013	6/30/2016	7/9/2013
Dorothy Evans	Planning Commission Position No. 4	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/26/2012	6/30/2015	6/26/2012
Jeremy Lym	Planning Commission Position No. 5	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/30/2013	6/30/2016	7/9/2013
Samuel Fitch	Planning Commission Position No. 6	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/30/2013	6/30/2016	7/9/2013
Devina Riojas	Planning Commission Position No. 7	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/30/2011	6/30/2014	3/12/2013
Bob Elder	Regional Fire Authority Board			Fire Department		1/10/2012		1/1/2012
Morgan Everett	Regional Fire Authority Board			Fire Department		3/24/2009		3/24/2009
Randy Taylor	Regional Fire Authority Board			Fire Department				
Randy Taylor	RTPO (Regional Transportation)		2nd Thursday, 7:00 am					
TBD	School District Facilities Committee		As Needed					
Paul Warden	Sign Committee		As Needed			1/8/2008		1/8/2008
Scott Hamilton	Yakima Sub-Basin Recovery Board	1 year term	Quarterly, 2 p.m.	1110 West Lincoln Ave. Yakima	1110 West Lincoln Ave. Yakima	1/1/2014	12/31/2014	1/14/2014
Steve Zetz	Benton and Franklin Counties Steering Committee		Annually	Dept of Human Services	7207 West Deschutes Ave Kennewick			

Last Modified: 1/24/2014

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Approve a Subscriber Agreement between the City of Prosser and Public Safety Testing to provide civil service testing and recruitment services for a term ending December 31, 2016.		<u>Meeting Date:</u> January 28, 2014 Regular Meeting	
<u>Department:</u> Administration	<u>Director:</u> Regina Mauras	<u>Contact Person:</u> Toni Yost	<u>Phone Number:</u> (509) 786-8215
<u>Cost of Proposal:</u> \$540 annually (\$1,620 for the term of the agreement)		<u>Account Number:</u> 521-20-41	
<u>Amount Budgeted:</u> \$540 annually		<u>Name and Fund#</u> (001) General Fund	
<u>Reviewed by Finance Department:</u> <i>Regina Mauras</i>			
<u>Attachments to Agenda Packet Item:</u> 1. Subscriber Agreement			
<u>Summary Statement:</u> For several years Public Safety Testing has provided civil service testing for a variety of civil service professions. Currently the City of Prosser participates in tests for entry level officers. The attached agreement allows the City to utilize Public Safety Testing's recruitment and testing programs and services.			
<u>Consistent with or Comparison to:</u> EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<u>Recommended City Council Action/Suggested Motion:</u> Approve a Subscriber Agreement between the City of Prosser and Public Safety Testing to provide civil service testing and recruitment services for a term ending December 31, 2016 in an amount not to exceed \$1,620.			
<u>Reviewed by Department Director:</u> <i>Regina Mauras</i>	<u>Reviewed by City Attorney:</u> 	<u>Approved by Mayor:</u> 	
Date: <i>1/24/2013</i>	Date: <i>1/21/14</i>	Date: <i>1-24-14</i>	
<u>Today's Date:</u> December 16, 2013	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>	



SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the City of Prosser, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

SUBSCRIBER: City of Prosser, WA

POSITIONS: Law Enforcement Officer (entry-level)
(check all that apply) Law Enforcement Officer (lateral/experienced)

COMMENCEMENT DATE: January 1, 2014

TERM & FEES: Law enforcement & Corrections Officer written
(check one) & physical ability testing:

One year subscription @ \$540

Three year subscription at \$540 annually

EXPIRATION DATE: December 31, 201_____

1. Description of Basic Services. This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:

- 1.1 Advertising and recruiting assistance, application processing, and administration of pre-employment written examinations and physical ability tests for those positions noted on Page One (1) of this Agreement.
- 1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list, and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%.
- 1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

- 1.4 Term & Fees. The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.
- 1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.

2. Additional Services. In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.
3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:
 - 3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.
 - 3.2 The written and physical agility scores of any applicant shall be valid for 15 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.
 - 3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.
 - 3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable application fee from any and all applicants.
 - 3.5 The Subscriber is encouraged to and may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
 - 3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.
 - 3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
4. Testing Standard and Warranty of Fitness for Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and 41.12 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that

the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. Any and all written materials, and the standards for physical fitness testing utilized, shall comply with all applicable copyrights and laws. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.

5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.

6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:

6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:

6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;

6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;

6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.

6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).

6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.

7. Termination. This Agreement terminates on the date noted on page one (1) of this Agreement. The Contractor and the Subscriber may withdraw from this Agreement at any time for any reason with 90 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.

7.1 If the Subscriber elects to terminate this Agreement prior to the termination date specified in section 7, Subscriber shall pay the Contractor an early termination fee. The purpose of this early termination fee is to cover the direct and indirect costs of refunding and or rescheduling applicants that had signed up to test for the Subscriber. The early termination fee is one-third (33%) of the annual subscriber fee as noted in Section 1.4 of this Agreement. The early termination fee is in addition to any other fees agreed to by this Agreement.

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 201_____.

CITY OF PROSSER, WA

PUBLIC SAFETY TESTING, INC.

By: _____

By:  _____

Print: _____

Print: Jon F. Walters, Jr.

Its: _____

Its: President

Contact: _____

Jon Walters

Address: _____

20818 – 44th Ave. W., Suite 160

City/State: _____

Lynnwood, WA 98036

Telephone: _____

425.776.9615

CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 12, 2013

CALL TO ORDER

Mayor Warden called the Regular Meeting of the Prosser City Council to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

Council Members Rainer, Everett, Taylor, Troemel, and Becken were present. Council Members Elder and Hamilton requested an excused absence.

Others in attendance were Finance Director Mauras, Finance Manager Yost, and City Attorney Saxton.

CITIZEN PARTICIPATION (None)

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Member Becken reminded all in attendance about the Winter Farmer's Market.

Council Member Troemel inquired about trucks on Market Street.

Mayor Warden provided Council with an update on Council Member Hamilton's recovery.

Pancreatic Cancer Proclamation

Mayor Warden read aloud a proclamation declaring the month of November 2013 as "Pancreatic Cancer Awareness Month."

CONSENT AGENDA

A motion was made by Council Member Taylor, seconded by Council Member Becken to approve Consent Agenda Items "A – F". Motion passed 5 YES, 0 NO, 2 ABSENT (Elder, Hamilton).

- a. Approve Payment of Payroll Check Nos. 502718 through 502726 in the Amount of \$21,453.49, and Direct Deposits in the Amount of \$97,584.76, for the Period Ending October 31, 2013
- b. Approve Payment of Claim Checks Nos. 71615 through 71627 and 71629 through 71720, in the Amount of \$440,437.60, and Electronic Payments in the Amount of \$51,716.02, for the Ending Period November 12, 2013

- c. Approve Payment of Washington Trust Bank Claim Check Nos. 1041 in the Amount of \$4,114.25 for the Ending Period November 12, 2013
- d. Accept Invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the Month of October and Authorize Payment for Those Services in the Amount of \$2,500
- e. Approve Payment of Claim Check No. 71628 in the Amount of \$2,414.85 for the Ending Period November 12, 2013
- f. Approve Progress Estimate No. 1 in an Amount of \$28,526.11, for Total Energy Management for the Telemetry Upgrades Project (Contract Addendum No. 2) and authorize the Mayor to Sign the Documents
- g. Approve Task Order No. 2013-1 between the City of Prosser and Huiibregtse Louman Associates, Inc., for the Zone 2.5 Water Supply Improvements and authorize the Mayor to Sign the Documents
- h. Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 5 in the Amount of \$4,384.35 for the Potable Water System Improvements Project and Authorize the Mayor to Sign the Documents
- i. Approve the October 8, 2013 Meeting Minutes

COUNCIL ACTION

ORDINANCE NO. 13-2850 INCREASING SALARIES FOR NON-UNION EMPLOYEES BY A COST OF LIVING ALLOWANCE IN THE AMOUNT OF 2% EFFECTIVE JANUARY 1, 2014

A motion was made by Council Member Taylor, seconded by Council Member Everett to adopt Ordinance No. 13-2850 increasing salaries for non-union employees by a Cost of Living Allowance in the amount of 2% effective January 1, 2014. Motion passed 5 YES, 0 NO, 2 ABSENT (Elder, Hamilton).

ORDINANCE NO. 13-2851 SETTING AD VALOREM TAXES FOR THE CITY OF PROSSER FOR FISCAL YEAR 2014 AND ADOPT ORDINANCE 13-2852 SETTING ANNUAL PROPERTY TAX LEVY FOR FISCAL YEAR 2014

A motion was made by Council Member Rainer, seconded by Council Member Everett to adopt Ordinance No. 13-2851 setting ad valorem taxes for the City of Prosser for Fiscal Year 2014 and authorizing an increase in the amount of 1%. Motion passed 5 YES, 0 NO, 2 ABSENT (Elder, Hamilton).

A motion was made by Council Member Everett, seconded by Council Member Rainer to adopt Ordinance No. 13-2852 setting the annual property tax levy for the City of Prosser for Fiscal Year 2014 and authorizing an increase in the amount of 1%. Motion passed 5 YES, 0 NO, 2 ABSENT (Elder, Hamilton).

ORDINANCE NO. 13-2853 INCREASING WATER REVENUE BY 4% AND ADOPT ORDINANCE NO. 13-2854 INCREASING THE RATES FOR BULK WATER BY 9.1%

The Council reviewed and discussed the proposed rates. The pros and cons for different rate structures were also discussed. A motion was made by Council Member Taylor, seconded by Council Member Everett to adopt Ordinance No. 13-2853 increasing water revenue by 4% and setting rates for this purpose. Motion passed 5 YES, 0 NO, 2 ABSENT (Elder, Hamilton).

A motion was made by Council Member Everett, seconded by Council Member Taylor to adopt Ordinance No. 13-2854 increasing the rates for bulk water by 9.1%. Motion passed 5 YES, 0 NO, 2 ABSENT (Elder, Hamilton).

ORDINANCE NO. 13-2855 INCREASING SEWER REVENUE BY 2%

A motion was made by Council Member Taylor, seconded by Council Member Becken to adopt Ordinance No. 13-2855 increasing sewer revenue by 2% and setting rates for this purpose. Motion passed 5 YES, 0 NO, 2 ABSENT (Elder, Hamilton).

ORDINANCE NO. 13-2856 INCREASING GARBAGE RATES BY 1.5%

A motion was made by Council Member Taylor, seconded by Council Member Becken to adopt Ordinance No. 13-2856 increasing garbage rates by 1.5% and setting rates for this purpose. Motion passed 5 YES, 0 NO, 2 ABSENT (Elder, Hamilton).

INTERIM ORDINANCE NO. 13-2857 ADOPTING A MORATORIUM ON THE ESTABLISHMENT OF MEDICAL CANNABIS DISPENSARIES AND COLLECTIVE GARDENS; DEFINING “MEDICAL CANNABIS DISPENSARIES” AND “COLLECTIVE GARDENS;” PROVIDING FOR A PUBLIC HEARING; DECLARING AN EMERGENCY; AND ESTABLISHING AN EFFECTIVE DATE

A motion was made by Council Member Everett, seconded by Council Member Rainer to adopt Interim Ordinance No. 13-2857 adopting a Moratorium on the establishment of medical cannabis dispensaries and collective gardens; defining “Medical Cannabis Dispensaries” and “Collective Gardens;” providing for a Public Hearing; declaring an emergency; and establishing an effective date. Motion passed 5 YES, 0 NO, 2 ABSENT (Elder, Hamilton).

PUBLIC HEARING

2014 FINAL BUDGET

At 7:24 p.m., Mayor Warden recessed the Regular meeting of the Prosser City Council to conduct a Public Hearing regarding the 2014 Final Budget. Mayor Warden called for public comments. With no comments being offered, the Public Hearing was closed and the Regular meeting reconvened at 7:27 p.m.

DISCUSSION ITEMS

2014 Preliminary Budget

Finance Director Mauras discussed the 2014 proposed budget amendments and provided Council an overview of the General Fund including the wage schedule.

There was discussion regarding different life insurance options presented. Council Members Everett and Rainer stated they would like life insurance removed completely from the budget.

Council directed staff to have all of the final changes integrated into the final budget format before the next City Council meeting.

Finance Director Mauras stated staff would incorporate all of Council's recommendations and bring the budget document back into its final form for Council's consideration.

ADJOURNMENT

There being no further business before the City Council at this time, the Regular Meeting of the Prosser City Council was adjourned at 8:00 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

**CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 26, 2013**

CALL TO ORDER

Mayor Warden called the Regular Meeting of the Prosser City Council to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Prosser Heights Elementary “Kids that Care” Adrianna Ferris and Vanessa Munoz.

ROLL CALL

Council Members Rainer, Elder, Everett, Troemel, and Becken were present. Council Members Taylor and Hamilton requested an excused absence.

Others in attendance were City Clerk Shaw, Finance Director Mauras, Finance Manager Yost, City Attorney Saxton, and Police Chief Giles.

CITIZEN PARTICIPATION (None)

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Member Everett reported on the Fire District’s most recent Board meeting.

Council Member Troemel reported he recently attended the National Boy Scouts of America event at the Mormon Church.

Council Member Becken stated Benton County Solid Waste is preparing for the spring Hazardous Waste Removal Clean Up event. The City of West Richland will not host the event this year and if Prosser was interested in hosting the event, the cost would be approximately \$1,200. Benton County Solid Waste would need a response from the City within thirty days.

Council Member Becken stated the County had a meeting on November 18, 2013, regarding the District Court’s current billing policy for people who do not pay their fines and inquired as why there was not a City representative at the meeting.

Mayor Warden stated he was aware of the meeting and had been following the coverage provided by County Prosecutor Andy Miller. It was his intent to coordinate having either City Attorney Saxton or Finance Director Mauras attend the meeting however he did not communicate that in time to attend. Mayor Warden also said he would like to draft a letter to the County on behalf of the City expressing the City’s position on the matter. Council directed Mayor Warden to draft and submit the letter to the County accordingly.

CONSENT AGENDA

A motion was made by Council Member Becken, seconded by Council Member Rainer to approve Consent Agenda Items "A – N". Motion passed 5 YES, 0 NO, 2 ABSENT (Elder, Hamilton).

- a. Approve Payment of Payroll Check Nos. 502727 through 502743 in the Amount of \$21,900.09, and Direct Deposits in the Amount of \$25,630.85, for the Period Ending November 15, 2013
- b. Approve Payment of Claim Checks Nos. 71721 through 71771, in the Amount of \$278,987.11, and Electronic Payments in the Amount of \$70,057.66, for the Ending Period November 26, 2013
- c. Approve Payment of Washington Trust Bank Claim Check No. 1040 in the Amount of \$5,470.05, for the Ending Period October 8, 2013
- d. Approve Payment of Washington Trust Bank Claim Check No. 1042 in the Amount of \$8,065.82 for the Ending Period November 26, 2013
- e. Approve Payment Claim Check No. 71772 in the Amount of \$80.00 for the Ending Period November 26, 2013
- f. Accept Invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the Month of November and Authorize Payment for Those Services in the Amount of \$2,500
- g. Approve Progress Estimate No. 1 in an Amount of \$217,987.64, for Work Performed by Rotschy, Inc., Through October 12, 2013, on the Disinfection, Filtration and Source Improvements Project and authorize the Mayor to Sign the Documents
- h. Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 7 in the Amount of \$264, 489.67, for the Disinfection, Filtration and Source Improvements Project and Authorize the Mayor to Sign the Documents
- i. Approve and Accept HLA (Huibregtse Louman Associates, Inc.), as the City's Engineer for Old Empire Highway Improvements Project
- j. Approve an Agreement with Springbrook Software, to Cancel Maintenance Services and Authorize the Mayor to Sign the Document and Authorize the Mayor to Sign the Documents
- k. Adopt Resolution 13-1437 Approving Amendment No. 1 to Grant Agreement G121200039 with the Washington State Department of

Ecology for the Shoreline Master Program and Authorize the Mayor to Sign the Amendment

- l. Review and Confirm Rob Steelman to the Hotel Motel Committee and the Tourism Promotion Area Committee as Appointed by Mayor Warden
- m. Review and Confirm Gary Krebs to the Board of Adjustment as Appointed by Mayor Warden
- n. Review and Confirm Trevor Day to the Planning Commission as Appointed by Mayor Warden

COUNCIL ACTION

ADOPT SECOND NOTE EXTENSION AGREEMENT WITH WASHINGTON TRUST BANK ADDRESSING THE MATURITY DATE OF INTERIM FINANCING LOAN FOR THE NORTH PROSSER WATER SYSTEM IMPROVEMENT PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT

A motion was made by Council Member Everett, seconded by Council Member Rainer to adopt Second Note Extension Agreement with Washington Trust Bank addressing the maturity date of Interim Financing Loan for the North Prosser Water System Improvement Project and authorize the Mayor to sign the amendment. Motion passed 5 YES, 0 NO, 2 ABSENT (Taylor, Hamilton).

ORDINANCE 13-2858 REVISING THE EFFECTIVE DATE OF THE GARBAGE RATES AUTHORIZED BY ORDINANCE NO. 13-2856

A motion was made by Council Member Rainer, seconded by Council Member Becken to adopt Ordinance No. 13-2858 revising the effective date of the garbage rates authorized by Ordinance No. 13-2856. Motion passed 5 YES, 0 NO, 2 ABSENT (Taylor, Hamilton).

ORDINANCE 13-2859 ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2014, AT THE FUND LEVEL AND AUTHORIZE POSITIONS AND SALARIES

A motion was made by Council Member Rainer, seconded by Council Member Elder to adopt Ordinance No. 13-2859 adopting the Budget for the fiscal year ending December 31, 2014, at the fund level and authorize positions and salaries. Motion passed 4 YES, 1 NO (Everett), 2 ABSENT (Taylor, Hamilton).

Mayor Warden inquired if the Council wanted to cancel the upcoming Work Session due to lack of items. The Council confirmed the cancellation of the Work Session on December 3, 2013.

ADJOURNMENT

There being no further business before the City Council at this time, the Regular Meeting of the Prosser City Council was adjourned at 8:49 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

**CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL REGULAR MEETING
TUESDAY, DECEMBER 10, 2013**

CALL TO ORDER

Mayor Warden called the Regular Meeting of the Prosser City Council to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Boys and Girls Club Member of the Month for October Wyatt Ohler and Members of the Month for November Zach Castilleja and Kaylyn Sanders.

ROLL CALL

Council Members Rainer, Elder, Everett, Taylor, Troemel, and Becken were present. Council Member Hamilton requested an excused absence.

Others in attendance were City Clerk Shaw, Finance Director Mauras, Finance Manager Yost, Public Works Director DaCorsi, City Attorney Saxton, and Police Chief Giles.

CITIZEN PARTICIPATION (None)

MAYOR AND COUNCIL REPORTS AND COMMENTS

Mayor Warden read aloud proclamations honoring the service of Council Members Jason Rainer and Ernest Troemel.

Mayor Warden inquired if the Council wanted to cancel the upcoming Regular City Council meeting scheduled for December 24, 2013, due to lack of items. The Council confirmed the cancellation of the December 24, 2013 City Council meeting.

Council Member Troemel thanked Mayor Warden, City Council and the staff for allowing him to serve the community.

Council Member Everett reported the Fire District issued a letter of withdrawal from the Interlocal Agreement with the City of Prosser.

Council Member Rainer expressed his gratitude to Mayor Warden, City Council and the staff for allowing him to serve.

ADD-ON ITEMS

There were three Add-On Items for Council consideration. Mayor Warden stated the add-on item regarding Change Order No. 2 for the Telemetry Upgrades Project could not be considered until the Council approved Change Order No. 1 which was listed on the Consent Agenda.

ORDINANCE NO. 13-2860 RELATING TO LOCAL IMPROVEMENT DISTRICT NO. 10-23, FIXING THE INTEREST RATE ON ASSESSMENT PAYMENTS

Finance Manager Yost provided Council with an explanation on the interest rate for the assessment payments. A motion was made by Council Member Taylor, seconded by Council Member Everett to adopt Ordinance No. 13-2860 relating to Local Improvement District No. 10-23, fixing the interest rate on assessment payments. Motion passed 6 YES, 0 NO, 1 ABSENT (Hamilton).

FIRE BOARD APPOINTMENT

Due to Council Member Rainer's upcoming vacancy on the Fire Board, it was necessary to appoint a replacement prior to year end. Mayor Warden appointed Council Member Taylor to the Fire Board. A motion was made Council Member Everett, seconded by Council Member Becken to confirm Mayor Warden's appointment of Council Member Taylor to the Fire Board effective January 1, 2014. Motion passed 6 YES, 0 NO, 1 ABSENT (Hamilton).

CONSENT AGENDA

Council Member Taylor removed Item "K" from the Consent Agenda. A motion was made by Council Member Everett, seconded by Council Member Rainer to approve Consent Agenda Items "A – J, L – O". Motion passed 6 YES, 0 NO, 1 ABSENT (Hamilton).

- a. Approve Payment of Payroll Check Nos. 502744 through 502752 in the Amount of \$21,677.30, and Direct Deposits in the Amount of \$106,376.66, for the Period Ending December 10, 2013
- b. Approve Payment of Claim Checks Nos. 71773 through 71785 and 71787 through 71840, in the Amount of \$801,034.20, and Electronic Payments in the Amount of \$212,066.06, for the Ending Period November 26, 2013
- c. Approve Payment of Claim Check No. 71786 in the Amount of \$933.90 for the Ending Period December 10, 2013
- d. Accept Monthly Report by Prosser Economic Development Association for the Month of October 2013 and Authorize Payment for those Services in the Amount of \$2,166.66 and Authorize Payment in the Amount of \$1,333.34 for Grant Writer Services
- e. Accept Monthly Report by Prosser Economic Development Association for the Month of November 2013 and Authorize Payment for those Services in the Amount of \$2,166.66 and Authorize Payment in the Amount of \$1,333.34 for Grant Writer Services
- f. Approval of the October 2013 Financial Statement
- g. Approve Progress Estimate No. 2 in an Amount of \$42,442.94, for Total Energy Management for the Telemetry Upgrades Project (Contract Addendum No. 2) and Authorize the Mayor to Sign the Documents

- h. Approve Change Order No. 1 for the Telemetry Upgrades Project (Contract Addendum No. 2) and Authorize the Mayor to Sign the Documents
- i. Approve the USDA Outlay Report and Draw Request No. 25 in an Amount of \$43,163.61, for Costs Associated with the Northwest Prosser Water and Sewer System Improvements Project (Contract Addendum No. 2) and Authorize the Mayor to Sign the Documents
- j. Adopt Resolution 13-1438 Surplusing City of Prosser Property
- l. Approve Space Lease Agreement Between the City of Prosser and Senior Life Resources Northwest, Inc. (Mid-Columbia Meals on Wheels)
- m. Approve the October 22, 2013 Regular Meeting Minutes
- n. Approve the October 29, 2013 Special Meeting Minutes
- o. Approve the November 5, 2013 Work Session Meeting Minutes

Council Member Taylor explained it is his preference to hear from the Chamber of Commerce representatives to explain the budget increase request outlined in the proposed 2014 Chamber contract prior to approval.

- k. Approve Contract for Tourist Information and Promotion Services Beginning January 1, 2014 and ending December 31, 2014

Mayor Warden stated staff would contact the Executive Director of the Chamber to request representatives provide a briefing on the contract at the January 7, 2014 Work Session.

ADD-ON ITEM

APPROVE CHANGE ORDER NO. 2 FOR THE TELEMETRY UPGRADES PROJECT (CONTRACT ADDENDUM NO. 2) AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENTS

A motion was made by Council Member Taylor, seconded by Council Member Becken to approve Change Order No. 2 for the Telemetry Upgrades Project (Contract Addendum No. 2) and authorize the Mayor to sign the documents. Motion passed 6 YES, 0 NO, 1 ABSENT (Hamilton).

COUNCIL ACTION

ACCEPT A GIFT FROM THE FARMER'S MARKET ORGANIZATION FOR PROVIDING INSULATION TO THE CITY PARK CONCESSION BUILDINGS

A motion was made by Council Member Taylor, seconded by Council Member Rainer to accept a gift from the Farmer's Market organization for providing insulation to the City Park concession buildings. Motion passed 6 YES, 0 NO, 1 ABSENT (Hamilton).

APPROVE HLA (HUIBREGTSE LOUMAN ASSOCIATES, INC.) AS THE CITY OF PROSSER'S CONSULTING CITY ENGINEER FOR MUNICIPAL ENGINEERING SERVICES FOR 2014 AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT

A motion was made by Council Member Becken, seconded by Council Member Everett to approve HLA (Huibregtse Louman Associates, Inc.) as the City of Prosser's consulting City Engineer for Municipal Engineering Services for 2014 and authorize the Mayor to sign the contract. Motion passed 6 YES, 0 NO, 1 ABSENT (Hamilton).

PUBLIC HEARING

SIX-MONTH MORATORIUM ON MEDICAL CANNABIS DISPENSARIES AND GARDENS

At 7:28 p.m., Mayor Warden recessed the Regular meeting of the Prosser City Council to conduct a Public Hearing regarding six-month moratorium on medical cannabis dispensaries and gardens. Mayor Warden called for public comments. With no comments being offered, the Public Hearing was closed and the Regular meeting reconvened at 7:29 p.m.

DISCUSSION ITEMS

Six-Month Moratorium on Medical Cannabis Dispensaries and Gardens

City Attorney Saxton explained to Council the process for enacting the Moratorium.

COUNCIL ACTION

APPROVE SIX-MONTH MORATORIUM ON MEDICAL CANNABIS DISPENSARIES AND GARDENS

A motion was made by Council Member Taylor, seconded by Council Member Elder to approve the six-month Moratorium on Medical Cannabis Dispensaries and Gardens. Motion passed 6 YES, 0 NO, 1 ABSENT (Hamilton).

ADJOURNMENT

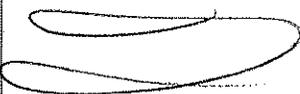
There being no further business before the City Council at this time, the Regular Meeting of the Prosser City Council was adjourned at 7:33 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

CITY OF PROSSER, WASHINGTON
AGENDA BILL

<u>Agenda Title:</u> Resolution No. 14-_____ Supporting the Prosser Consolidated School District Replacement Maintenance & Operation Levy at the February 11, 2014, Special Election.		<u>Meeting Date:</u> January 28, 2014 Regular Meeting	
<u>Department:</u> Administration	<u>Director:</u> Paul Warden	<u>Contact Person:</u> Paul Warden	<u>Phone Number:</u> (509) 786-2332
<u>Cost of Proposal:</u> \$0		<u>Account Number:</u> 	
<u>Amount Budgeted:</u> N/A		<u>Name and Fund#:</u> 	
<u>Reviewed by Finance Department:</u> <div style="text-align: center;"><i>R. Howard</i></div>			
<u>Attachments to Agenda Packet Item:</u> 1) Proposed Resolution No. 14-_____ 2) Prosser Consolidated School District No. 116 - 219 Replacement of Expiring Maintenance and Operation Levy Resolution No. 09-13			
<u>Summary Statement:</u> Per RCW 42.17A.555, the Council may support or oppose various ballot issues.			
<u>Consistent with or Comparison to:</u> EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<u>Recommended City Council Action/Suggested Motion:</u> Move to adopt Resolution No. 14-_____ Supporting the Prosser Consolidated School District Replacement Maintenance & Operation Levy at the February 11, 2014, Special Election.			
<u>Reviewed by Department Director:</u> <div style="text-align: center;"><i>Paul Warden</i></div>	<u>Reviewed by City Attorney:</u> <div style="text-align: center;"></div>	<u>Approved by Mayor:</u> <div style="text-align: center;"><i>Paul Warden</i></div>	
Date: <i>1-24-14</i>	Date: <i>1/24/14</i>	Date: <i>1-24-14</i>	

**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 14-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER STATING THE CITY COUNCIL'S SUPPORT OF THE PROSSER CONSOLIDATED SCHOOL DISTRICT NO. 116 – 219 REPLACEMENT MAINTENANCE & OPERATION LEVY AT THE FEBRUARY 11, 2014, SPECIAL ELECTION.

WHEREAS, Prosser Consolidated School District No. 116 – 219 will have the following Replacement Maintenance and Operation Levy to the voters of the School District at the Special Election on February 11, 2014, with the following official ballot title:

**Prosser Consolidated School District No. 116-219
Proposition No. 14-4
Replacement of Expiring Maintenance and Operation Levy**

The Board of Directors of Prosser Consolidated School District No. 116-219 adopted Resolution No. 09-13, concerning a proposition to finance maintenance and operation expenses. This proposition would authorize the District to meet the educational needs of its students by levying the following excess taxes, in place of an expiring levy, on all taxable property within the District, for support of the District's General Fund educational maintenance and operation expenses:

Collection Year	Approximate Levy Rate/\$1,000 Assessed Value	Levy Amount
2015	\$3.00	\$3,883,146
2016	\$3.00	\$3,999,640
2017	\$3.00	\$4,119,630
2018	\$3.00	\$4,243,219

all as provided in Resolution No. 09-13. Should this proposition be approved?

Yes [] No []; and

WHEREAS, the Replacement Maintenance & Operation (M&O) Levy provides approximately 13 percent of the District's total budget, with levy passage providing an estimated additional \$1.9 million in State matching money; and

WHEREAS, M & O Levy money is used for education, activities, transportation, support, required training and testing, maintenance, utilities, insurance, etc, not for school construction; and

WHEREAS, this Replacement M&O Levy replaces the existing levy, approved by the voters in 2012, which will expire after calendar year 2014; and

WHEREAS, the estimated tax rate is \$3.00, per \$1,000 of assessed value, assuming a three percent increase in assessed value per year. If assessed property values increase more than three percent, the rate and resulting tax will be less than anticipated; and

WHEREAS, the State provides for basic education, but not such unfunded mandates as child abuse reporting; vision, hearing and scoliosis screening; kitchen food safety; building equipment safety inspections; pre-employment background investigations; and WA State audit fees; and

WHEREAS, as provided in RCW 42.17A.555, the City Council of the City of Prosser desires to show its support of the Prosser Consolidated School District No. 116 – 219 Replacement Maintenance & Operation Levy at the February 11, 2014 Special Election;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Prosser as follows:

1. That the City Council, after calling for public comment at a duly noticed public meeting, hereby supports the Prosser Consolidated School District No. 116 – 219 Replacement Maintenance & Operation Levy.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this _____, day of January, 2014.

MAYOR PAUL WARDEN

ATTEST:

Rachel Shaw, City Clerk

APPROVED AS TO FORM:



Howard Saxton, City Attorney

RECEIVED

DEC 20 2013

PROSSER CONSOLIDATED SCHOOL DISTRICT NO. 116-219 Benton County Auditor
BENTON AND KLICKITAT COUNTIES, WASHINGTON Prosser Office

REPLACEMENT OF EXPIRING MAINTENANCE AND OPERATION LEVY

1:51pm
skmcr

RESOLUTION NO. 09-13

A RESOLUTION of the Board of Directors of Prosser Consolidated School District No. 116-219, Benton and Klickitat Counties, Washington, providing for the submission to the voters of the District at a special election to be held therein on February 11, 2014, of a proposition authorizing a tax levy to be made annually for four years commencing in 2014 for collection in 2015 on all of the taxable property within the District of \$3,883,146, the estimated dollar rate of tax levy required to produce such an amount being \$3.00 per \$1,000 of assessed value (such assessed value representing 100% of true and fair value unless specifically provided otherwise by law), in 2015 for collection in 2016 of \$3,999,640, the estimated dollar rate of tax levy required to produce such an amount being \$3.00 per \$1,000 of assessed value, in 2016 for collection in 2017 of \$4,119,630, the estimated dollar rate of tax levy required to produce such an amount being \$3.00 per \$1,000 of assessed value, and in 2017 for collection in 2018 of \$4,243,219, the estimated dollar rate of tax levy required to produce such an amount being \$3.00 per \$1,000 of assessed value, all in excess of the maximum tax levy specified by law for school districts without voter approval, for the District's General Fund, the proceeds of such levies to be used to pay part of the general expenses of maintenance and operation, all as more particularly set forth herein; designating the District's Business Manager and special counsel to receive notice of the ballot title from the Auditor of Benton County, Washington; and providing for other matters properly related thereto, all as more particularly set forth herein.

ADOPTED: DECEMBER 17, 2013

This document prepared by:

FOSTER PEPPER PLLC
West 422 Riverside Avenue, Suite 1310
Spokane, Washington 99201
(509) 777-1602

PROSSER CONSOLIDATED SCHOOL DISTRICT NO. 116-219
BENTON AND KLICKITAT COUNTIES, WASHINGTON

RESOLUTION NO. 09-13

A RESOLUTION of the Board of Directors of Prosser Consolidated School District No. 116-219, Benton and Klickitat Counties, Washington, providing for the submission to the voters of the District at a special election to be held therein on February 11, 2014, of a proposition authorizing a tax levy to be made annually for four years commencing in 2014 for collection in 2015 on all of the taxable property within the District of \$3,883,146, the estimated dollar rate of tax levy required to produce such an amount being \$3.00 per \$1,000 of assessed value (such assessed value representing 100% of true and fair value unless specifically provided otherwise by law), in 2015 for collection in 2016 of \$3,999,640, the estimated dollar rate of tax levy required to produce such an amount being \$3.00 per \$1,000 of assessed value, in 2016 for collection in 2017 of \$4,119,630, the estimated dollar rate of tax levy required to produce such an amount being \$3.00 per \$1,000 of assessed value, and in 2017 for collection in 2018 of \$4,243,219, the estimated dollar rate of tax levy required to produce such an amount being \$3.00 per \$1,000 of assessed value, all in excess of the maximum tax levy specified by law for school districts without voter approval, for the District's General Fund, the proceeds of such levies to be used to pay part of the general expenses of maintenance and operation, all as more particularly set forth herein; designating the District's Business Manager and special counsel to receive notice of the ballot title from the Auditor of Benton County, Washington; and providing for other matters properly related thereto, all as more particularly set forth herein.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF PROSSER CONSOLIDATED SCHOOL DISTRICT NO. 116-219, BENTON AND KLICKITAT COUNTIES, WASHINGTON, as follows:

Section 1. Findings and Determinations. The Board of Directors (the "Board") of Prosser Consolidated School District No. 116-219, Benton and Klickitat Counties, Washington (the "District"), hereby makes the following findings and determinations:

(a) Calendar year 2014 is the last year of collection of the District's current two-year General Fund maintenance and operation tax levy, which was authorized pursuant to Resolution No. 08-11, adopted by the Board on December 6, 2011, and a special election held and conducted within the District on February 14, 2012.

(b) With the expiration of the District's current two-year General Fund maintenance and operation tax levy, it appears certain that the money which will be available for the General Fund for the school years 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019 will be insufficient to permit the District to meet the educational needs of its students, operate its educational programs and pay general expenses of educational maintenance and operation support thereof, all as more particularly set forth in Section 3 of this resolution, during such school years,

and that it is necessary that a replacement excess tax levy of \$3,883,146 be made in 2014 for collection in 2015, \$3,999,640 be made in 2015 for collection in 2016, \$4,119,630 be made in 2016 for collection in 2017, and \$4,243,219 be made in 2017 for collection in 2018, for the District's General Fund to provide the money required to meet those expenses.

(c) The District's proposed four-year General Fund maintenance and operation tax levy authorized in this resolution provides for approximately the same purpose as the District's expiring two-year General Fund maintenance and operation tax levy.

(d) The District is authorized pursuant to Article VII, Section 2(a) of the Washington Constitution and Revised Code of Washington ("RCW") 84.52.053 to submit to the District's voters at a special election, for their approval or rejection, the proposition of whether the District shall levy excess property taxes for support of the District's maintenance and operation expenses.

Section 2. Calling of Election. The Auditor of Benton County, Washington, as *ex officio* Supervisor of Elections (the "Auditor"), and the proper officer of the county to which the District belongs pursuant to chapter 28A.323 RCW, is requested to call and conduct a special election in the District in the manner provided by law to be held therein on February 11, 2014, for the purpose of submitting to the District's voters, for their approval or rejection, the proposition of whether a replacement General Fund maintenance and operation tax levy shall be made annually for four years commencing in 2014 for collection in 2015 on all of the taxable property within the District of \$3,883,146, the estimated dollar rate of tax levy required to produce such an amount being \$3.00 per \$1,000 of assessed value (such assessed value representing 100% of true and fair value unless specifically provided otherwise by law), in 2015 for collection in 2016 of \$3,999,640, the estimated dollar rate of tax levy required to produce such an amount being \$3.00 per \$1,000 of assessed value, in 2016 for collection in 2017 of \$4,119,630, the estimated dollar rate of tax levy required to produce such an amount being \$3.00 per \$1,000 of assessed value, and in 2017 for collection in 2018 of \$4,243,219, the estimated dollar rate of tax levy required to produce such an amount being \$3.00 per \$1,000 of assessed value, all in excess of the maximum tax levy specified by law for school districts without voter approval. The exact tax levy rate may be adjusted based upon the actual assessed value of the taxable property within the District at the time of the levy.

Section 3. Use of Levy Proceeds. If the proposition authorized by this resolution is approved by the requisite number of voters, the District will be authorized to levy excess property taxes and use the proceeds of such levies to meet the educational needs of its students, operate its educational programs and pay general expenses of educational maintenance and operation support thereof during the school years 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019, all as may be authorized by law and deemed necessary by the Board. Pending the receipt of those taxes, the District may issue short-term obligations pursuant to chapter 39.50 RCW or contract indebtedness pursuant to RCW 28A.530.080. Upon receipt, the District may use those taxes to repay such short-term obligations or indebtedness, all as may be authorized by law and deemed necessary and advisable by the Board.

Section 4. Form of Ballot Title. Pursuant to RCW 29A.36.071, the Benton County Prosecuting Attorney, as the county prosecuting attorney of the county within which the majority area of the District is located, is requested to prepare the concise description of the aforesaid proposition for the ballot title in substantially the following form:

PROPOSITION 1

PROSSER CONSOLIDATED SCHOOL DISTRICT NO. 116-219

REPLACEMENT OF EXPIRING MAINTENANCE AND OPERATION LEVY

The Board of Directors of Prosser Consolidated School District No. 116-219 adopted Resolution No. 09-13, concerning a proposition to finance maintenance and operation expenses. This proposition would authorize the District to meet the educational needs of its students by levying the following excess taxes, in place of an expiring levy, on all taxable property within the District, for support of the District's General Fund educational maintenance and operation expenses:

<u>Collection Year</u>	<u>Approximate Levy Rate/\$1,000 Assessed Value</u>	<u>Levy Amount</u>
2015	\$3.00	\$3,883,146
2016	\$3.00	\$3,999,640
2017	\$3.00	\$4,119,630
2018	\$3.00	\$4,243,219

all as provided in Resolution No. 09-13. Should this proposition be approved?

LEVY ... YES

LEVY ... NO

Section 5. Authorization to Deliver Resolution to Auditor and Perform Other Necessary Duties. The Secretary to the Board (the "Secretary") or his designee is directed to: (a) present a certified copy of this resolution to the Auditor no later than December 27, 2013; and (b) perform such other duties as are necessary or required by law to submit to the District's voters at the aforesaid special election, for their approval or rejection, the proposition of whether the District shall levy excess property taxes for support of the District's maintenance and operation expenses. All actions of the District or its staff or officers taken prior to the effective date of this resolution and consistent with the objectives and terms of this resolution are ratified and confirmed.

Section 6. Notices Relating to Ballot Title. For purposes of receiving notice of the exact language of the ballot title required by RCW 29A.36.080, the Board hereby designates the District's (a) Business Manager (Craig Reynolds), telephone: 509.786.3323; fax: 509.786.2062; email: craig.reynolds@prosserschools.org; and (b) special counsel, Foster Pepper PLLC (Jim McNeill), telephone: 509.777.1602; fax 800.533.2284; email: mcnej@foster.com, as the individuals to whom the Auditor shall provide such notice. The Secretary is authorized to approve

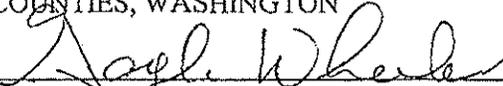
changes to the ballot title, if any, deemed necessary by the Auditor or the Benton County Prosecuting Attorney.

Section 7. Severability. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, or of the levy or collection of excess property taxes authorized herein.

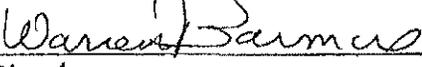
Section 8. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Directors of Prosser Consolidated School District No. 116-219, Benton and Klickitat Counties, Washington, at a regular open public meeting thereof, held this 17th day of December, 2013, the following Directors being present and voting in favor of the resolution.

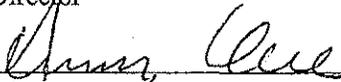
PROSSER CONSOLIDATED SCHOOL DISTRICT
NO. 116-219, BENTON AND KLICKITAT
COUNTIES, WASHINGTON



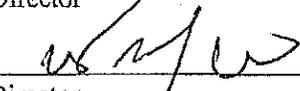
President and Director



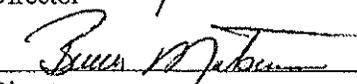
Director



Director



Director



Director

ATTEST: 

RAY E. TOLCACHER
Secretary to the Board of Directors

CERTIFICATION

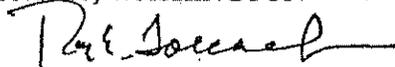
I, RAY E. TOLCACHER, Secretary to the Board of Directors of Prosser Consolidated School District No. 116-219, Benton and Klickitat Counties, Washington (the "District"), hereby certify as follows:

1. The foregoing Resolution No. 09-13 (the "Resolution") is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board of Directors of the District (the "Board") held at the regular meeting place thereof on December 17, 2013, as that Resolution appears on the minute book of the District, and the Resolution is now in full force and effect; and

2. A quorum of the members of the Board was present throughout the meeting and a sufficient number of members of the Board present voted in the proper manner for the adoption of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of December, 2013.

PROSSER CONSOLIDATED SCHOOL DISTRICT
NO. 116-219, BENTON AND KLICKITAT
COUNTIES, WASHINGTON



RAY E. TOLCACHER
Secretary to the Board of Directors

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim
Check no. 10087 and 10088 in the amount
of \$7,266.45 for the period ending January
28, 2014.

Meeting Date:
January 14, 2014
Regular Meeting

Department:
Finance

Director:
Regina Mauras

Contact Person:
Toni Yost

Phone Number:
(509) 786-2332

Cost of Proposal:
\$7,266.45

Account Number:
See Attached

Amount Budgeted:
See 2014 budget for each item listed.

Name and Fund#
See Attached

Reviewed by Finance Department:

Regina Mauras

Attachments to Agenda Packet Item:

1. Check Register # 10087 and 10088

Summary Statement:

Approve payment of claim check no. 10087 and 10088 in the amount of \$7,266.45 for the period ending January 28, 2014.

Consistent with or Comparison to:

City's policy to pay bills in a timely manner.

Recommended City Council Action/Suggested Motion:

Approve payment of claim Approve payment of claim check no. 10087 and 10088 in the amount of \$7,266.45 for the period ending January 28, 2014.

Reviewed by Department Director:

Regina Mauras

Date: 1/24/14

Reviewed by City Attorney:

N/A

Date:

Revision Number/Date:

Approved by Mayor:

Paul W. ...

Date: 1-24-14

Today's Date:

January 23, 2014

File Name and Path:

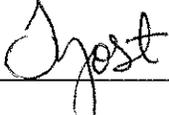
CHECK REGISTER

City Of Prosser
MCAG #: 0205

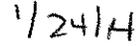
01/01/2014 To: 01/31/2014

Time: 17:13:01 Date: 01/23/2014
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
141	01/28/2014	Claims	1	10087	Gerald Sherman	446.65	LEOFF 1 Reimbursement
142	01/28/2014	Claims	1	10088	Transamerica Life Insurance Co	6,819.80	LEOFF1 Longterm Care; Longterm Care Insurance
117 Employee Benefits Security						7,266.45	
						<u>7,266.45</u>	Claims: 7,266.45
						7,266.45	



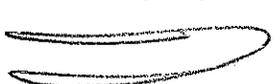
Signature



Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Adopt Ordinance 14-_____ correcting a scrivener's error in Prosser Municipal Code 13.10.420		<u>Meeting Date:</u> January 28, 2014 Regular Meeting	
<u>Department:</u> Finance	<u>Director:</u> Regina Mauras	<u>Contact Person:</u> Toni Yost	<u>Phone Number:</u> (509) 786-8225
<u>Cost of Proposal:</u> \$0		<u>Account Number:</u> none	
<u>Amount Budgeted:</u> \$0		<u>Name and Fund#:</u> none	
<u>Reviewed by Finance Department:</u> 			
<u>Attachments to Agenda Packet Item:</u> 1. Proposed Ordinance 14-			
<u>Summary Statement:</u> The City contracts with Code Publishing to codify the adopted ordinances which need to be integrated into the City's Municipal Code. Representatives from Code Publishing brought to our attention a citation in PMC 13.10.420 which was incorrect and needed to be resolved. The proposed ordinance resolves this error.			
<u>Consistent with or Comparison to:</u> EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<u>Recommended City Council Action/Suggested Motion:</u> Adopt Ordinance 14-_____ correcting a scrivener's error in Prosser Municipal Code 13.10.420			
<u>Reviewed by Department Director:</u> Regina Mauras Date: 1/24/14	<u>Reviewed by City Attorney:</u>  Date: 1/18/14	<u>Approved by Mayor:</u>  Date: 1-24-14	
<u>Today's Date:</u> January 16, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>	

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE CORRECTING A SCRIVENERS ERROR IN PROSSER MUNICIPAL CODE SECTION 13.10.420 BY AMENDING PROSSER MUNICIPAL CODE SECTION 13.10.420 AND BY AMENDING SECTION FIVE OF ORDINANCE NUMBER 13-2855 AND BY AMENDING THOSE PORTIONS OF THE FOLLOWING ORDINANCES THAT ENACTED PMC 13.32.010 (RECODIFIED AS 13.10.420): SECTION 43 OF ORDINANCE 2752 AND AMENDING THE FOLLOWING ORDINANCES: SECTION 5 OF ORDINANCE 2750, SECTION 1 OF ORDINANCE 2680, SECTION 1 OF ORDINANCE 2639, SECTION 1 OF ORDINANCE 2432, SECTION 1 OF ORDINANCE 2404, SECTION 1 OF ORDINANCE 2362, SECTION 1 OF ORDINANCE 2293, SECTION 1 OF ORDINANCE 2174, SECTION 1 OF ORDINANCE 2165, SECTION 1 OF ORDINANCE 2140, SECTION 1 OF ORDINANCE 2128, SECTION 1 OF ORDINANCE 2107, SECTION 1 OF ORDINANCE 2063, SECTION 1 OF ORDINANCE 2045, SECTION 1 OF ORDINANCE 1987, SECTION 1 OF ORDINANCE 1967, SECTION 1 OF ORDINANCE 1834, SECTION 1 OF ORDINANCE 1566, SECTION 1 OF ORDINANCE 1481, SECTION 1 OF ORDINANCE 1461, SECTION 1 OF ORDINANCE 1456, SECTION 1 OF ORDINANCE 1363, SECTION 1 OF ORDINANCE 1349, SECTION 1 OF ORDINANCE 1315, SECTION 1 OF ORDINANCE 1259, SECTION 1 OF ORDINANCE 1253, SECTION 1 OF ORDINANCE 1162, SECTION 1 OF ORDINANCE 1110, SECTION 1 OF ORDINANCE 1078, SECTION 1 OF ORDINANCE 1030, SECTION 1 OF ORDINANCE 975, SECTION 1 OF ORDINANCE 892, SECTION 1 OF ORDINANCE 847, SECTION 1 OF ORDINANCE 780, SECTIONS 2 AND 3 OF ORDINANCE 768, SECTION 1 OF ORDINANCE 739, AND SECTION 601 OF ARTICLE 6 OF ORDINANCE 609. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Prosser Municipal Code Section 13.10.420 and Section 5 of Ordinance Number 13-2855, and those portions of the following Ordinances that enacted 13.32.010: Section 5 of Ordinance Number 2750, Section 1 of Ordinance 2680, Section 1 of Ordinance 2639, Section 1 of Ordinance 2432, Section 1 of Ordinance 2404, Section 1 of Ordinance 2362, Section 1 of Ordinance 2293, Section 1 of Ordinance 2174, Section 1 of Ordinance 2165, Section 1 of Ordinance 2140, Section 1 of Ordinance 2128, Section 1 of Ordinance 2107, Section 1 of Ordinance 2063, Section 1 of Ordinance 2045, Section 1 of Ordinance 1987, Section 1 of Ordinance 1967, Section 1 of Ordinance 1834, Section 1 of Ordinance 1566, Section 1 of Ordinance 1481, Section 1 of Ordinance 1461, Section 1 of Ordinance 1456, Section 1 of Ordinance 1363, Section 1 of Ordinance 1349, Section 1 of Ordinance 1315, Section 1 of Ordinance 1259, Section 1 of Ordinance 1253, Section 1 of Ordinance 1162, Section 1 of Ordinance 1110, Section 1 of Ordinance 1078, Section 1 of Ordinance 1030,

Section 1 of Ordinance 975, Section 1 of Ordinance 892, Section 1 of Ordinance 847, Section 1 of Ordinance 780, Sections 2 and 3 of Ordinance 768, Section 1 of Ordinance 739, Section 601 of Article 6 of Ordinance 609; are all hereby amended to read as follows:

13.10.420 Schedule of Sewer Rates.

A. For purposes of this section, the following definitions shall apply:

1. "Residential user" is defined as a residential dwelling unit, which dwelling unit has its own water meter.

2. "Commercial user" is defined as any user which is not a residential user or an industrial user.

3. "Industrial user" is defined as any sewer user who has entered into a separate sewer contract with the city of Prosser.

B. The monthly charges for public sewer service for a residential user shall be as follows:

1. Each residential user shall pay a base charge of \$32.57 which includes the first 400 cubic feet of water consumption.

2. In addition to the base charge, each residential user shall pay \$2.44 per each 100 cubic feet of water consumption over and above the first 400 cubic feet of water consumption. This amount shall be based upon the average water consumption of the previous billing months of December, January and February. This average water consumption shall be used for billing purposes for each billing period from April 1st of one year to April 1st of the following year.

3. Any residential user who does not establish an average monthly consumption during the billing months of December, January and February because of absence, non-ownership or other such similar reason shall pay the sum of \$42.56 each month until such time as the residential user establishes the average water consumption as set forth in subsection (B)(2) of this section

C. The monthly charges for public sewer service for a commercial user shall be as follows:

1. Each commercial user shall pay a base charge determined by the size of water meter as follows:

Meter Size (In Inches)	Monthly Base Charge
5/8 and 3/4	\$38.21
1	\$76.39
1-1/2	\$114.57

2	\$229.18
3	\$343.75
4	\$458.33
6	\$763.88

2. In addition to the base charge, each commercial user shall pay \$2.44 per each 100 cubic feet of water consumption over and above the first 400 cubic feet of water consumption each month. This amount shall be based upon the water consumption of the previous month, unless said amount is computed in accordance with subsection (C)(3) or subsection (C)(4) of this section, or unless a new account with no prior month usage, in which case usage shall be based on usage by a comparable commercial user.

3. Commercial users who have outside use of potable water for irrigation purposes may elect to base the water consumption charge on the average monthly usage for the six-month period commencing in October of the year in which the application is approved and ending March of the following year. If the commercial user's property has access to irrigation water, then the commercial user shall use irrigation water for outside use of water and may not exercise the election available in this section. In order to qualify for this election, the following requirements must be met:

a. For the election to be effective in the ensuing year, applications must be filed with and approved by the finance director between December 1st and December 31st of the year preceding the effective year; and

b. The applicant must be using outside potable water for irrigation purposes. This requirement is subject to verification by city staff; and

c. The applicant must have water usage during the entire six-month period of October through March; and

d. The average monthly usage, as determined in accordance with subsections (C)(3)(a), (b) and (c) of this section, shall only apply to the irrigation season months of April through September immediately following the month of March used in the average determination. A new average monthly usage shall be determined for each ensuing year, provided application is made as required.

4. Commercial users who have the use of potable water to fill an outdoor swimming pool which is not less than 50,000 gallons may file an application with the City to deduct the amount of water used to fill the swimming pool from the total water used to calculate the monthly usage calculated in subsection (C)(3) in this section rounded down to the nearest 100 cubic feet. The applicant must provide proof how he or she calculated the amount water used to fill the swimming pool in cubic feet. In order to qualify for this election, the following requirements must be met:

a. For the election to be effective in the ensuing year, applications must be filed with and approved by the finance director between December 1st and December 31st of the year preceding the effective year; and

b. The applicant must be using outside potable water to fill a swimming pool, which is not less than 50,000 gallons. This requirement is subject to verification by city staff; and

c. The average monthly usage, as determined in accordance with subsections (C)(3)(a), (b) and (c) of this section, shall only apply to the months when the pool is in use. A new average monthly usage shall be determined for each ensuing year, provided application is made as required.

d. For the election to be effective in the ensuing year, applications must be filed with and approved by the finance director between December 1st and December 31st of the year preceding the effective year; and

D. Elderly, low-income and disabled, low-income residential users meeting the conditions of Section 13.10.380(A)(2) shall pay fifty percent of the base rate, plus usage.

E. Where sewer charges of industrial users or commercial users cannot be determined under subsections (C) or (F) of this section because of the inability to meter water to determine domestic sewage use for commercial users or the inability to measure sewage discharge by the city flow meter and test the strength of the wastewater for industrial users, then a determination of use of the domestic sewage shall be made as follows:

1. Monthly, the business or industry shall report to the city the average number of full-time equivalent employees they employed in the preceding month. The city shall make a determination of sewer use using equivalent residential units (ERUs) discharge tables as published by the Department of Ecology, criteria for sewage works design. Industrial users and all commercial users who do not have metered water shall be charged at the rate of \$3.03 per employee. The minimum monthly charge shall be no less than \$42.56 per month.

F. The monthly charges for public sewer service for an industrial user shall be as follows:

1. User Fees. Monthly charges for the discharge of industrial wastewater shall be based on the volume and strength of wastewater discharged. Monthly charges will be based on the total volume of wastewater discharged during the month as measured by the city flow meter, and the strength of the wastewater, expressed as pounds of BOD per month, pounds of TSS per month and pounds of ammonia per month as determined through testing of the wastewater by the city. Rates for volume and strength of industrial wastewater discharged shall be as follows:

\$3.0815 per 1,000 gallons of wastewater discharged;
\$0.3146 per pound of BOD discharged;
\$0.4049 per pound of TSS discharged; and
\$11.6049 per pound of ammonia (NH ₃) discharged.

2. Sewer Availability Fees. In addition to the user fees charged for volume and strength of the wastewater discharged, each industrial wastewater user who is allocated a portion of the capacity of the city's wastewater treatment facility shall be charged a monthly sewer availability fee for the entire duration the industrial wastewater user is allowed to discharge to the city's wastewater treatment facility allocated to the industrial wastewater user, calculated as follows, and rounded to the nearest \$25 dollars:

Sewer availability fee = (allocated flow capacity x \$4.8359) + (allocated BOD capacity x \$0.6538) + (allocated TSS capacity x \$0.6720) + (allocated ammonia capacity x \$0.8749),

Where,

Allocated flow capacity = average annual flow capacity, in units of one thousand gallons per day, allocated to the industrial wastewater user by the city;

Allocated BOD capacity = average annual BOD capacity, in units of pounds per day, allocated to the industrial wastewater user by the city;

Allocated TSS capacity = average annual TSS capacity, in units of pounds per day, allocated to the industrial wastewater user by the city; and

Allocated ammonia capacity = average annual ammonia (NH₃) capacity, in units of pounds per day, allocated to the industrial wastewater user by the city.

Section 2. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, sentence, clause, or phrase be held unconstitutional or invalid.

Section 3. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title, whichever occurs later.

PASSED by the City Council and **APPROVED** by the Mayor this _____ day of _____ 2014.

Attest:

Mayor Paul Warden

Rachel Shaw, City Clerk

~~APPROVED AS TO FORM:~~

Howard Saxton, City Attorney

Publication Date: _____

SUMMARY OF ORDINANCE NO. 14-_____

of the City of Prosser, Washington

On the ____ day of _____, 2014, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE CORRECTING A SCRIVENERS ERROR IN PROSSER MUNICIPAL CODE SECTION 13.10.420 BY AMENDING PROSSER MUNICIPAL CODE SECTION 13.10.420 AND BY AMENDING SECTION FIVE OF ORDINANCE NUMBER 13-2855 AND BY AMENDING THOSE PORTIONS OF THE FOLLOWING ORDINANCES THAT ENACTED PMC 13.32.010 (RECODIFIED AS 13.10.420): SECTION 43 OF ORDINANCE 2752 AND AMENDING THE FOLLOWING ORDINANCES: SECTION 5 OF ORDINANCE 2750, SECTION 1 OF ORDINANCE 2680, SECTION 1 OF ORDINANCE 2639, SECTION 1 OF ORDINANCE 2432, SECTION 1 OF ORDINANCE 2404, SECTION 1 OF ORDINANCE 2362, SECTION 1 OF ORDINANCE 2293, SECTION 1 OF ORDINANCE 2174, SECTION 1 OF ORDINANCE 2165, SECTION 1 OF ORDINANCE 2140, SECTION 1 OF ORDINANCE 2128, SECTION 1 OF ORDINANCE 2107, SECTION 1 OF ORDINANCE 2063, SECTION 1 OF ORDINANCE 2045, SECTION 1 OF ORDINANCE 1987, SECTION 1 OF ORDINANCE 1967, SECTION 1 OF ORDINANCE 1834, SECTION 1 OF ORDINANCE 1566, SECTION 1 OF ORDINANCE 1481, SECTION 1 OF ORDINANCE 1461, SECTION 1 OF ORDINANCE 1456, SECTION 1 OF ORDINANCE 1363, SECTION 1 OF ORDINANCE 1349, SECTION 1 OF ORDINANCE 1315, SECTION 1 OF ORDINANCE 1259, SECTION 1 OF ORDINANCE 1253, SECTION 1 OF ORDINANCE 1162, SECTION 1 OF ORDINANCE 1110, SECTION 1 OF ORDINANCE 1078, SECTION 1 OF ORDINANCE 1030, SECTION 1 OF ORDINANCE 975, SECTION 1 OF ORDINANCE 892, SECTION 1 OF ORDINANCE 847, SECTION 1 OF ORDINANCE 780, SECTIONS 2 AND 3 OF ORDINANCE 768, SECTION 1 OF ORDINANCE 739, AND SECTION 601 OF ARTICLE 6 OF ORDINANCE 609. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2014

CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Adopt Ordinance 14-_____ modifying chapter 5.04 of the Prosser Municipal Code, identifying Business Licensing Service as the issuing authority for City of Prosser Business Registrations and providing for refunds by Administration.		Meeting Date: January 28, 2014 Regular Meeting	
Department: City Clerk	Director: Rachel Shaw	Contact Person: Kendall Murphey	Phone Number: (509) 786-8218
Cost of Proposal: \$0 Amount Budgeted: \$0		Account Number: N/A Name and Fund# N/A	
Reviewed by Finance Department: <i>Regina Maurer</i>			
Attachments to Agenda Packet Item: 1. Proposed Ordinance 14-_____ 2. Ordinance No. 08-2609 3. Draft Administrative Policy for Business Registration Refunds			
Summary Statement: In the 2008, Council adopted Ordinance No. 08-2609 identifying the Department of Licensing Master Licensing Service as the issuing authority for business registrations. This authority was transferred to the Washington State Department of Revenue Business Licensing Service (BLS). The modifications made by the proposed Ordinance reflect this transfer of authority as approved by City Council's acceptance of an Interagency Agreement with BLS in 2012. The modifications also provide administrative authority to provide refunds for business registrations fees.			
Recommended City Council Action/Suggested Motion: Adopt Ordinance 14-_____ modifying chapter 5.04 of the Prosser Municipal Code, identifying Business Licensing Service as the issuing authority for City of Prosser Business Registrations and providing for refunds by administration.			
Reviewed by Department Director: <i>Rachel Shaw</i> Date: 1/24/2014	Reviewed by City Attorney:  Date: 1/17/14	Approved by Mayor: <i>Paul Warden</i> Date: 1-24-14	
Today's Date: January 16, 2014	Revision Number/Date:	File Name and Path:	

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE AMENDING SECTIONS 3, 4, 10, 11, 12, AND 13 OF ORDINANCE NUMBER 08-2609 AND PROSSER MUNICIPAL CODE SECTIONS 5.04.005, 5.04.010, 5.04.070, 5.04.080, 5.04.090, AND 5.04.100 TO CHANGE A REFERENCE IN THE CHAPTER FROM "MASTER LICENSE SERVICE" TO "BUSINESS LICENSING SERVICE." THE ORDINANCE ALSO PROVIDES ADMINISTRATION WITH THE AUTHORITY TO ESTABLISH A REFUND FEE FOR BUSINESS REGISTRATIONS. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, the State Department of Revenue now issues State Business Licenses; and

WHEREAS, the City formerly contracted with the State Department of Licensing to process the City's business registrations, but the City now contracts with the State Department of Revenue to process City business registrations; and

WHEREAS, the State Department of Licensing called its joint-license issuance program the "Master License Service" but the State Department of Revenue now calls that same program the "Business Licensing Service;" and

WHEREAS, the City's Code still references the Master License Service and still references the Department of Licensing as the issuing authority; and

WHEREAS, since the inception of the joint-license issuance program, there has been an increased need to issue registration refunds due to application errors, but there has been no fee established to process such refunds;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 3 of Ordinance 08-2609 and Prosser Municipal Code Section 5.04.005 are hereby amended to read as follows:

5.04.005 Definitions.

In construing the provisions of this chapter, except when otherwise declared, apparent, or clearly appearing from the context of the passage or section, the following definitions shall be applied:

A. Business. The word "business" includes all activities, occupations, trades, pursuits, or professions located and/or engaged in within the City, with the object of gain, benefit, or advantage to the person, or to another person or class of persons directly or indirectly.

B. City. The word "City" means the City of Prosser.

C. Engaging in Business. The term "engaging in business" means commencing, conducting or continuing in any business, and also other exercise of corporate or franchise powers, as well as liquidating a business when the liquidators hold themselves out to the public as conducting such business.

D. Person. The word "person" means any individual, firm, partnership, limited liability company, corporation, association, receiver, assignee, trustee in bankruptcy, trust, estate, joint venture, club, joint stock company, business trust, society, or any group of individuals acting as a unit.

E. Registrant. The word "registrant" shall include any person who engages in business or who is required to have a business registration, or who performs any act for which a registration fee is imposed by this chapter.

F. Business Licensing Service. The phrase "Business Licensing Service" shall mean that section of the State Department of Revenue authorized to provide such service pursuant to RCW Chapter 19.02 as now codified or as hereafter amended.

Section 2. Section 4 of Ordinance Number 08-2609 and Prosser Municipal Code Section 5.04.010 are hereby amended to read as follows:

5.04.010 Registration and fee payment required.

It is unlawful for any person to do, transact, exercise, engage in, or carry on, either directly or indirectly, within the limits of the City of Prosser any business for which a registration is required or a registration fee provided without first procuring such registration and paying such fee. All such registrations shall be renewed annually, shall be effective for one year or prorated fraction thereof, and shall expire on the date established by the Business Licensing Service.

Section 3. Section 10 of Ordinance Number 08-2609 and Prosser Municipal Code Section 5.04.070 are hereby amended to read as follows:

5.04.070 Basic registration fee.

The annual basic registration fee shall be in the amount as provided for in the City's Fee Schedule adopted by Resolution of the City Council. The registration fee is a basic fee for the privilege of doing and conducting business within the City limits of the City of Prosser. Any other section of this chapter or any other ordinance of the City requiring a license or tax for conducting a specific and named activity shall be in addition to this basic registration fee. There shall be no set-off or credit given for this basic registration fee unless such ordinance or section of an ordinance so allows. The mayor, or his or her designee, is authorized to establish a refund fee for the basic registration fee. Such fee may be charged to users requesting a refund. Such fee may be from a minimum of two dollars to the full amount of the fee. When an applicant has conducted business within the City after paying the basic registration fee, the mayor, or his or her designee, shall not refund any portion of that basic registration fee.

Section 4. Section 11 of Ordinance Number 08-2609 and Prosser Municipal Code Section 5.04.080 are hereby amended to read as follows:

5.04.080 Procedure for obtaining registration.

A. Any person who conducts business, either directly or indirectly, within the City, unless otherwise exempt, shall apply for a business registration by submitting a Business License Application with the Business Licensing Service, in cooperation with the City Clerk before conducting any business within the City. The application for a business registration shall include, but not be limited to, the following information and shall be accompanied by the required basic registration fee as defined in Section 5.04.070, and the Business Licensing Service handling fee:

1. The name of the applicant, the applicant's address and telephone number,
2. The name of the business and a complete list of all names by which the business conducts business in the City or by which the business is otherwise known or referred to.
3. The physical location, address, and telephone number of the place where the business will be conducted.
4. A description of the activities, purposes, and nature of the business.
5. The mailing address of the business.
6. The names and telephone numbers of persons to contact in the case of an emergency.

B. The City Clerk will verify proper zoning before issuing the business registration. A business which does not meet the proper zoning requirements will not be issued a business registration until the business complies with the proper zoning requirements.

C. The business registration will be issued upon approval of the completed business registration application and payment of the basic registration and Business Licensing Service fees. Copies of all approved business registrations will be forwarded to the City building department, the police department, public utilities department, and to Prosser Fire District 3.

Section 5. Section 12 of Ordinance Number 08-2609 and Prosser Municipal Code Section 5.04.090 are hereby amended to read as follows:

5.04.090 Business registration renewal.

All business registrations must be renewed by the expiration date established by the Business Licensing Service. Renewals are filed with the Business Licensing Service. All renewals must be accompanied by payment of the registration fee, and the Business Licensing Service handling fee. A renewal filed after the expiration date must also include payment of the Business Licensing Service late fee. Failure to renew the City registration may result in cancellation of the registration. A cancelled registration may require filing of a Business Licensing Service Application before continuing to conduct business in the City.

Section 6. Section 13 of Ordinance Number 08-2609 and Prosser Municipal Code Section 5.04.100 are hereby amended to read as follows:

5.04.100 Issuing official.

The City Clerk, in cooperation with the Business Licensing Service shall be the official of the City charged with the duty of issuing the registrations required under this chapter.

Section 7. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, sentence, clause, or phrase be held unconstitutional or invalid.

Section 8. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

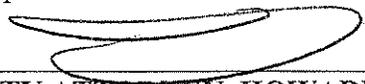
PASSED by the City Council and **APPROVED** by the Mayor, this ____ day of _____, 2014.

MAYOR PAUL WARDEN

ATTEST:

CITY CLERK, RACHEL SHAW

Approved as to form:



CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 13-_____

of the City of Prosser, Washington

On the ____ day of _____, 2014, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE AMENDING SECTIONS 3, 4, 10, 11, 12, AND 13 OF ORDINANCE NUMBER 08-2609 AND PROSSER MUNICIPAL CODE SECTIONS 5.04.005, 5.04.010, 5.04.070, 5.04.080, 5.04.090, AND 5.04.100 TO CHANGE A REFERENCE IN THE CHAPTER FROM "MASTER LICENSE SERVICE" TO "BUSINESS LICENSING SERVICE." THE ORDINANCE ALSO PROVIDES ADMINISTRATION WITH THE AUTHORITY TO ESTABLISH A REFUND FEE FOR BUSINESS REGISTRATIONS. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2014

CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 08-2609

AN ORDINANCE REPEALING CHAPTER 5.04 OF THE PROSSER MUNICIPAL CODE AND ORDINANCES NUMBERED 1926, 1997, 2286, 2342, 2422, 2526, 2561, 2562, AND THEN RE-ENACTING THE CHAPTER WITH CHANGES WHICH PROVIDE FOR REGISTRATIONS TO BE PAID FOR AND OBTAINED THROUGH THE MASTER LICENSE SERVICE ALTHOUGH THE CITY CLERK WILL REMAIN THE ISSUING AUTHORITY; THE ORDINANCE ALSO ADDS AN EXCEPTION FOR CERTAIN PERSONAL SERVICE CONTRACTORS WHO DO BUSINESS WITHIN THE CITY SOLELY FOR THE CITY AND WHOSE FEES ARE UNDER \$5,000 PER YEAR; THE ORDINANCE ALSO MAKES A VIOLATION OF THE ORDINANCE A CIVIL INFRACTION WHICH SHALL BE FINED AND ADMINISTERED PURSUANT TO PROSSER MUNICIPAL CODE CHAPTER 6.50. THE ORDINANCE ALSO PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE.

THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Prosser Municipal Code (PMC) Chapter 5.04 and Ordinances numbered 1926, 1997, 2286, 2342, 2422, 2526, 2561, 2562, are hereby repealed in their entirety. The repeal of PMC Chapter 5.04 and Ordinances numbered 1926, 1997, 2286, 2342, 2422, 2526, 2561, 2562, shall not entitle any person to a refund of registration or other fees paid under such code or ordinances.

Section 2. A new chapter of the Prosser Municipal Code is hereby enacted to be known as "Business Registration Regulations and Fees". The enactment of this Chapter provides the City with the information necessary to track sales and use taxes in the City and a means to identify emergency contact persons for businesses operating in the City. The use of the Master License Service to process business registrations implements the Washington State Legislature's goal of providing a "one stop shop" for businesses registering in the State pursuant to RCW Chapter 19.02.

Section 3. Section 5.04.005 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.005 Definitions.

In construing the provisions of this chapter, except when otherwise declared, apparent, or clearly appearing from the context of the passage or section, the following definitions shall be applied:

A. Business. The word "business" includes all activities, occupations, trades, pursuits, or professions located and/or engaged in within the City, with the object of gain, benefit, or advantage to the person, or to another person or class of persons directly or indirectly.

B. City. The word "City" means the City of Prosser.

C. Engaging in Business. The term "engaging in business" means commencing, conducting or continuing in any business, and also other exercise of corporate or franchise powers, as well as liquidating a business when the liquidators hold themselves out to the public as conducting such business.

D. Person. The word "person" means any individual, firm, partnership, limited liability company, corporation, association, receiver, assignee, trustee in bankruptcy, trust, estate, joint venture, club, joint stock company, business trust, society, or any group of individuals acting as a unit.

E. Registrant. The word "registrant" shall include any person who engages in business or who is required to have a business registration, or who performs any act for which a registration fee is imposed by this chapter.

F. Master License Service. The phrase "Master License Service" shall mean that section of the State Department of Licensing authorized to provide such service pursuant to RCW Chapter 19.02 as now codified or as hereafter amended.

Section 4. Section 5.04.010 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.010 Registration and fee payment required.

It is unlawful for any person to do, transact, exercise, engage in, or carry on, either directly or indirectly, within the limits of the City of Prosser any business for which a registration is required or a registration fee provided without first procuring such registration and paying such fee. All such registrations shall be renewed annually, shall be effective for one year or prorated fraction thereof, and shall expire on the date established by the Master License Service.

Section 5. Section 5.04.015 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.015 Registration of business location and posting of license.

All registrants shall post the license displaying the City registration in their physical place of business. A business must register each physical location at which it conducts business in the City and a separate license displaying the City registration is required for each physical location. Multiple businesses operating at the same physical location must each register for business separately, and post a separate license displaying the City registration. Businesses located outside the City must carry a copy of the license displaying the City registration while conducting business inside the City.

Section 6. Section 5.04.030 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.030 Person subject to fee.

There is levied upon and shall be collected from every person who engages in business in the City, an annual registration fee for the privilege of engaging in business within the City limits of the City.

Section 7. Section 5.04.040 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.040 Business located outside City limits.

Unless otherwise exempt, this chapter applies to a business located outside of the City that engages in any business inside the City.

Section 8. Section 5.04.005 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.050 Exemptions.

The provisions of this chapter shall not apply to the following, except as otherwise provided in this section:

- A. Any fraternal or social corporation or organization, the purpose of which is charitable or nonprofit.
- B. Any religious organization or church or other religious assemblage.
- C. Any person who is exempt from paying the registration fee by the laws of the United States of America or by the State of Washington.
- D. Any municipal corporation or political subdivision of the United States of America or the State of Washington.
- E. Any charitable or fund-raising organization; provided, however, the fund-raising organization has a charitable or nonprofit purpose.
- F. Suppliers who do not have a place of business in the City and who are engaged solely in wholesale selling to licensed retailers.
- G. Vendors in a bazaar or community fair for which a business registration has been given to the sponsor thereof. The sponsor's business registration shall be effective the first day a vendor is present at the bazaar or community event and shall terminate three days later. A business, which already has a business registration, shall be required to obtain a business registration specifically to cover vendors in a bazaar or community event.
- H. Lessors/lessees of real property.

I. Artisans who produce their own art or craft work and are invited to exhibit and sell their art and craft work as part of a community event sponsored by a charitable or nonprofit organization in the City.

J. Vendors of prepared foods who are invited to sell their products as part of a community event sponsored by a charitable or nonprofit organization in the City.

K. Any person who performs personal services pursuant to a personal services contract with the City of Prosser for an amount of less than \$5,000 per year.

Section 9. Section 5.04.060 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.060 Applicability of other ordinances.

The provisions of Section 5.04.050, dealing with exemptions from the provisions of this chapter, shall not allow any of the exempt organizations, or persons, to conduct business or activities which would subject it to the requirements of any other ordinance of the City relating to taxes, fees or licenses, particularly, although not so limited thereto, gambling, amusement devices, or any other tax or license fee required to be purchased or paid for carrying on that particular activity.

Section 10. Section 5.04.070 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.070 Basic registration fee.

The annual basic registration fee shall be in the amount as provided for in the City's Fee Schedule adopted by Resolution of the City Council. The registration fee is a basic fee for the privilege of doing and conducting business within the City limits of the City of Prosser. Any other section of this chapter or any other ordinance of the City requiring a license or tax for conducting a specific and named activity shall be in addition to this basic registration fee. There shall be no set-off or credit given for this basic registration fee unless such ordinance or section of an ordinance so allows.

Section 11. Section 5.04.080 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.080 Procedure for obtaining registration.

A. Any person who conducts business, either directly or indirectly, within the City, unless otherwise exempt, shall apply for a business registration by submitting a Master Business Application with the Master License Service, in cooperation with the City Clerk before conducting any business within the City. The application for a business registration shall include, but not be limited to, the following information and shall be accompanied by the required basic registration fee as defined in Section 5.04.070, and the Master License Service handling fee:

1. The name of the applicant, the applicant's address and telephone number,
2. The name of the business and a complete list of all names by which the business conducts business in the City or by which the business is otherwise known or referred to.
3. The physical location, address, and telephone number of the place where the business will be conducted.
4. A description of the activities, purposes, and nature of the business.
5. The mailing address of the business.
6. The names and telephone numbers of persons to contact in the case of an emergency.

B. The City Clerk will verify proper zoning before issuing the business registration. A business which does not meet the proper zoning requirements will not be issued a business registration until the business complies with the proper zoning requirements.

C. The business registration will be issued upon approval of the completed business registration application and payment of the basic registration and Master License Service fees. Copies of all approved business registrations will be forwarded to the City building department, the police department, public utilities department, and to Prosser Fire District 3.

Section 12. Section 5.04.090 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.090 Business registration renewal.

All business registrations must be renewed by the expiration date established by the Master License Service. Renewals are filed with the Master License Service. All renewals must be accompanied by payment of the registration fee, and the Master License Service handling fee. A renewal filed after the expiration date must also include payment of the Master License Service late fee. Failure to renew the City registration may result in cancellation of the registration. A cancelled registration may require filing of a Master Business Application before continuing to conduct business in the City.

Section 13. Section 5.04.100 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.100 Issuing official.

The City Clerk, in cooperation with the Master License Service shall be the official of the City charged with the duty of issuing the registrations required under this chapter.

Section 14. Section 5.04.110 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.110 Business registration nontransferable.

No business registration issued within the City limits shall be transferable. Only the persons to whom the registration is issued shall be eligible to operate on that registration.

Section 15. Section 5.04.120 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.120 Right to refuse registration.

A. The issuing official may, if it is deemed in the best interest of the City, refuse to issue a registration to any person, and the person so refused shall not engage in any business for which a registration as required has been refused.

B. Upon refusal to grant a registration, the aggrieved party shall have the right to appeal the decision to the City Council. The appeal shall be received, in written form, by the City Clerk within ten days of the date of refusal to register the business. The City Council must then review the application and the reasons for the refusal to register within thirty days from the date of the receipt of the notice of appeal.

C. Upon a hearing of the facts, the City Council shall then have the right to either uphold the refusal or accept the application for registration upon payment of the basic registration fee and any other tax or license imposed upon the business. The Council must make its decision within thirty days of the date of their review at a City Council meeting.

D. The parties shall be bound by the decision of the Council, subject to the right of appeal to the superior court of the State of Washington, County of Benton; the court having jurisdiction over these matters.

Section 16. Section 5.04.130 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.130 Excise tax returns—State of Washington Department of Revenue.

All persons, firms and corporations who perform labor, services and construction, or who sell goods or any other items deemed taxable by the State of Washington Department of Revenue within the City (as provided in Rule II, WAC 458-20-145), shall report the City of Prosser "Location Code Number 0303" on their excise tax returns to the State of Washington, Department of Revenue. On any violation hereof the amount of the local sales and use taxes due the City shall be paid to the City by the violator, together with a penalty of one hundred percent in addition to all other penalties, fines

and remedies provided in the chapter.

Section 17. Section 5.04.140 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.140 Compliance with other laws.

The issuance of a business registration shall not relieve the applicant from the requirement to comply with all other applicable laws of the State of Washington, laws of the United States, and City ordinances, including, but not limited to, zoning, building code, fire code, IRS regulations, and other tax and license regulations.

Section 18. Section 5.04.150 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.150 Examinations of business premises.

City officials shall have the authority to investigate and examine all places of business registered or subject to registration under this chapter at any reasonable time for the purpose of determining whether such place of business is complying with the provisions of this chapter. In addition, all places of business are subject to inspection for compliance with building codes and fire codes.

Section 19. Section 5.04.160 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.160 Proof of registration.

Every person required to register under this chapter, or their agent, shall provide proof of business registration upon request of any Prosser police officer or other City official. Failure to provide such proof shall be punished as provided in Prosser Municipal Code Section 5.04.170 as now codified or hereafter amended.

Section 20. Section 5.04.170 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.170 Penalties.

A. It is unlawful for any person to willfully make any false or misleading statement to the City Clerk for the purpose of determining the amount of any registration fee to be paid by any such person, or to fail or refuse to comply with any of the provisions of this chapter to be complied with, or to fail or refuse to pay before the same shall be delinquent any registration fee or penalty required to be paid by any such person.

B. Nothing contained in this chapter shall be taken or construed as vesting any right in any registration as a contract obligation on the part of the City as to the amount of the

fee required. Other or additional taxes or fees and the fees provided for in this chapter may be increased or decreased and additional or other fees provided for and levied in any and all instances at any time by the City.

C. The citation of any person for violation of any of the provisions of this chapter shall not operate to relieve such person from paying any fee or penalty thereupon for which such person shall be liable, nor shall the payment of any such fee be a bar to or prevent citation and prosecution in the district court of Benton County of any citation for the violation of any of the provisions of this chapter.

D. Except as otherwise provided in this chapter, any violation of this chapter shall constitute a civil infraction. Civil infractions shall be written in conformance with the procedures provided for in Chapter 6.50 of title 6 to the Prosser Municipal Code. Each day any person shall conduct any business within the City in violation of this chapter shall constitute a separate civil infraction. The amount of the fine for each citation shall be as provided for in Chapter 6.50 of the Prosser Municipal Code.

Section 21. Section 5.04.175 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.175 Additional penalties—Contractors—Building permits.

A. No contractor may commence work on any project requiring a building permit unless the property owner or his agents or assigns has obtained a building permit from the City of Prosser which permit includes the scope of work to be performed by the contractor.

B. The provisions of this section shall prevail over any conflicting provisions contained in Chapters 15.04, 15.05 and 15.06 of this code. The penalty provided in this section shall be an addition to the penalty provided for in Section 5.04.170.

C. The penalties provided for in this section shall be in addition to any other penalty provided for in this Chapter and in the Prosser Municipal Code. The first violation of this section shall result in the City's Finance Department sending the contractor a warning letter containing a copy of this section. The second violation of this section shall result in the revocation of the contractor's registration to do business in the City of Prosser for a period of one year. Third and subsequent violations of this section shall result in the revocation of the contractor's registration to do business in the City of Prosser for a period of one year without any right to early reinstatement. The City shall mail notice to the contractor that the contractor's business registration has been revoked. Such notice shall be effective three days after the date of mailing. For a contractor's second violation of this section, the contractor may reinstate the contractor's business registration by the payment of a two-hundred-fifty-dollar reissue fee. Such reissue fee shall be paid by means of a cashier's check. The business registration shall remain revoked until the finance department of the City has both received the two-hundred-fifty-dollar check and has reissued the contractor's business registration.

D. The contractor may appeal the revocation to the City Administrator by filing notice of such appeal with the City Clerk of the City of Prosser on or before ten business days after the effective date of the notice of the revocation. The City Administrator shall hold a hearing regarding the contractor's appeal at a time and place determined by the City Administrator. The City Administrator shall mail notice to the contractor stating the time and place of the hearing on or before fifteen business days prior to the hearing. This notice shall be effective on the date it is placed in the mail. After the hearing, the City Administrator shall issue a written decision on the appeal which decision shall be effective on the date it is mailed to the contractor. The contractor may appeal the decision of the City Administrator to the City Council by filing a notice of appeal with the City Clerk within twenty business days from the effective date of the City administrator's decision. The notice of appeal shall contain a statement which sets forth all of the alleged errors made by the City administrator at the hearing. The City Council shall hear the appeal within twenty business days after the notice of appeal was filed by the contractor. Notice of the time and date of the City Council's hearing shall be sent to the contractor not less than ten business days before the hearing. Notice shall be effective upon mailing. The decision of the City Council shall be final.

E. The term "contractor," for the purposes of this section, shall be defined as any person, company, corporation, limited liability company, partnership or other legal entity which performs services the provision of which requires a business registration in accordance with this title.

Section 22. Section 5.04.180 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.180 Additional remedies.

A. In addition to the penalties provided for in this chapter and as separate and distinct remedies, the City may sue in any court of competent jurisdiction to obtain a judgment and enforce collection thereof by execution for any registration fee due under this chapter.

B. The City may seek an injunction prohibiting a person from engaging in any unregistered business.

C. In any action or suit authorized by this section, the City, if it prevails, shall recover reasonable attorneys' fee to be set by the court, in addition to its costs and disbursements.

Section 23. Section 5.04.9000 of the Prosser Municipal Code is hereby enacted to read as follows:

5.04.900 Severability.

The provisions of this chapter are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this chapter or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this chapter shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

Section 24. The provisions of this Ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this Ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this Ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

Section 25. This ordinance shall become effective five days after adoption and publication as provided for by law.

PASSED by the City Council and **APPROVED** by the Mayor this 12th day of August, 2008.



Mayor Paul Warden

ATTEST:



Sherry Biggs, City Clerk

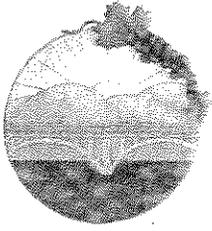


APPROVED AS TO FORM:



Howard Saxton, City Attorney

Publication Date: August 20, 2008



**Administrative Policy and Procedure
City of Prosser, Washington**

POLICY (XXX)

*Fuel Card
Telework
REC FEES
Business Reg Fees
PAC Closure*

SUBJECT: Business Registration Refunds		
	Policy No. XX	Pages: 2
Effective Date: November 18, 2013		
Developed By: Kendall Murphey	Department Head Approval:	City Administrator Approval:

OVERVIEW

1. PURPOSE.

The purpose of this section is to provide administrative rules to regulate refunds for business registrations.

2. ORGANIZATIONS AFFECTED.

This policy applies to the Finance and Clerk Departments.

3. REFERENCES.

Prosser Municipal Title 5 Business Licenses and Regulations

4. DEFINITIONS

4.1 PMC Section

5. RESPONSIBILITIES

5.1 Authority. The City Clerk, in cooperation with the Department of Revenue Business Licensing Service, is the issuing official for business registrations.

6. STATEMENTS OF POLICY AND PROCEDURES

6.1 Refunds Approved. The following are deemed acceptable circumstances in which a refund for a business registration would be allowable. Refund requests may be made by applicant or by the Clerks Department upon review of application. All refunds are assessed a \$10.00 processing fee. Refund checks are issued and mailed upon the approval of the City of Prosser City Council.

6.1.1 Exempt Businesses and Organizations. Businesses exempt from registration requirements pursuant to PMC 5.04.050 Exemptions.

6.1.2 Not Located in City Limits. Businesses that are not engaging in business within the City limits of Prosser and where application for registration was made in error.

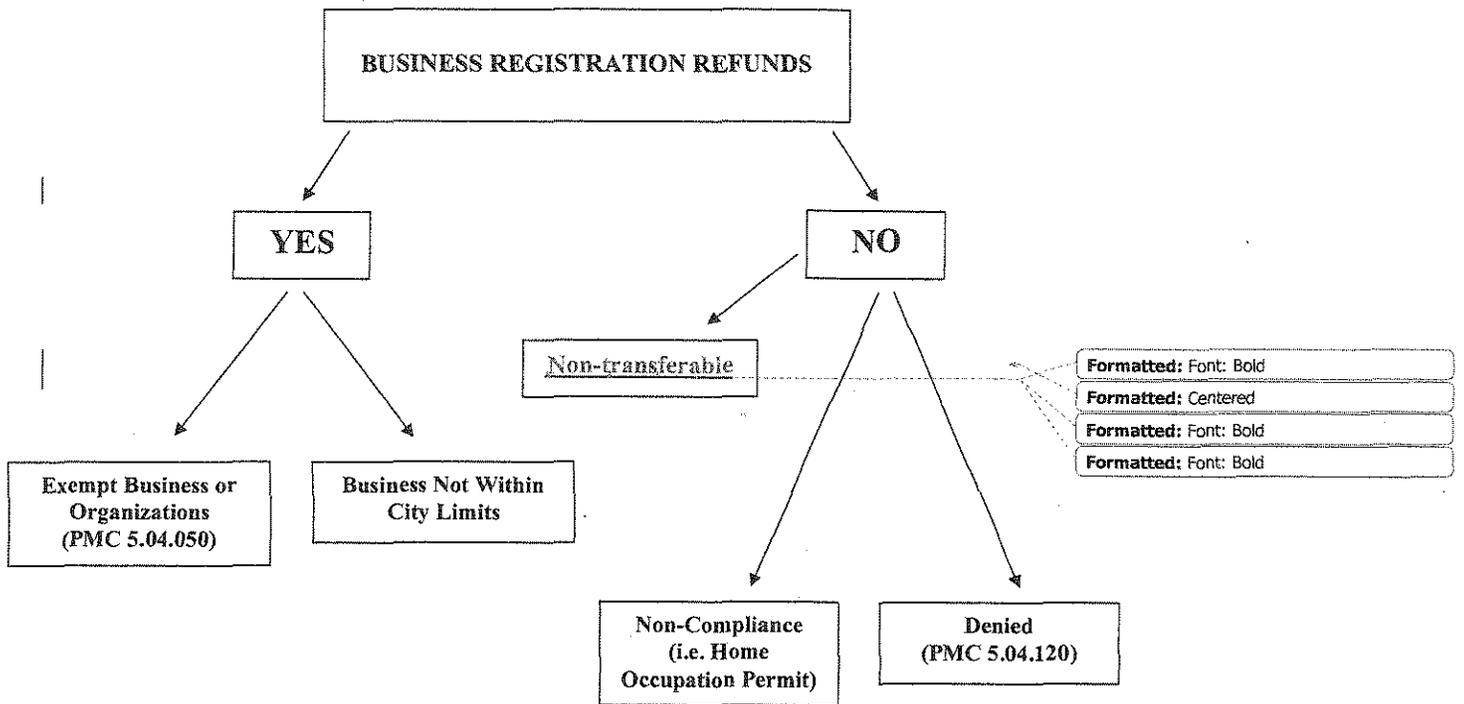
6.2 Refunds Not Approved. Requests for refunds will not be approved when the following conditions are found upon review of application.

6.2.1 Business application is denied per PMC 5.04.120 Right to refuse registration.

6.2.2 Non-compliance with requirements of PMC 18.75.060 regarding Home Occupations for business location addresses within residential zones.

6.2.3 Registrations will not be refunded or prorated for businesses that terminate their applications.

6.3 Non-Transferrable. Business Registrations are non-transferrable per PMC 5.04.110.



CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Adopt Ordinance 14-_____ creating fund 119 the Parks Reserve Fund.		<u>Meeting Date:</u> January 28, 2014 Regular Meeting	
<u>Department:</u> Finance	<u>Director:</u> Regina Mauras	<u>Contact Person:</u> Toni Yost	<u>Phone Number:</u> (509) 786-8225
<u>Cost of Proposal:</u> \$0		<u>Account Number:</u> none	
<u>Amount Budgeted:</u> \$0		<u>Name and Fund#</u> (311) Well 4B Construction Fund	
<u>Reviewed by Finance Department:</u> 			
<u>Attachments to Agenda Packet Item:</u> 1. Proposed Ordinance 14-_____			
<u>Summary Statement:</u> In the 2014 Adopted Budget the Council requested that a Parks Reserve Fund be established. The Ordinance attached, creates this fund and establishes its purpose.			
<u>Consistent with or Comparison to:</u> EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<u>Recommended City Council Action/Suggested Motion:</u> Adopt Ordinance 14-_____ creating fund 119 the Parks Reserve Fund.			
<u>Reviewed by Department Director:</u>	<u>Reviewed by City Attorney:</u> 	<u>Approved by Mayor:</u> 	
<u>Date:</u>	<u>Date:</u> 1/21/14	<u>Date:</u> 1-24-14	
<u>Today's Date:</u> January 16, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>	

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE ESTABLISHING A PARKS RESERVE FUND FOR THE PURPOSE OF RESERVING FUNDS FOR PARK AND PARK FACILITY IMPROVEMENTS AND DENOTING SUCH FUND AS FUND NUMBER 119. THE ORDINANCE FURTHER DELCARES ALL PORTIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER ANS SETS FORTH ITS EFFECTIVE DATE AND PROVIDING FOR PUBLICATION BY SUMMARY.

WHEREAS, the City does not currently have a Parks Reserve for the accounting of funds intended for park or park facility improvements, and

WHEREAS, the City Council has determined that it desired to create a fund in which funds may be accounted for the park or park facility improvements,

WHEREAS, in Ordinance 13-2859 adopting the 2014 Budget the City Council approved a budget for the Parks Reserve Fund but it is necessary to formally create the fund and assign it a fund number.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Fund No. 119, the "Parks Reserve Fund" is hereby established. The purpose of such fund shall be to account for funds intended for park or park facility improvements. The City Council may appropriate such amounts and set forth such expenditure as it deems appropriate in the City's Annual Budget.

Section 2. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and APPROVED by the Mayor, this _____ day of _____, 2014.

MAYOR PAUL WARDEN

ATTEST:

CITY CLERK, RACHEL SHAW

Approved as to form:



CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 14-_____

of the City of Prosser, Washington

On the ____ day of _____, 2014, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE ESTABLISHING A PARKS RESERVE FUND FOR THE PURPOSE OF RESERVING FUNDS FOR PARK AND PARK FACILITY IMPROVEMENTS AND DENOTING SUCH FUND AS FUND NUMBER 119. THE ORDINANCE FURTHER DELCARES ALL PORTIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER ANS SETS FORTH ITS EFFECTIVE DATE AND PROVIDING FOR PUBLICATION BY SUMMARY.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2014.

CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Adopt Resolution No.14- _____ Establishing Fees for the Recreation Department.		<u>Meeting Date:</u> January 28, 2014 Regular Meeting	
<u>Department:</u> Administration	<u>Director:</u> Paul Warden	<u>Contact Person:</u> Paul Warden	<u>Phone Number:</u> (509) 786-8216
<u>Cost of Proposal:</u> \$31,778 anticipated revenue for 2014		<u>Account Number:</u> 001-347-30-00 001-347-60-00	
<u>Amount Budgeted:</u> Included in 2014 Adopted Budget		<u>Name and Fund#</u> General Fund (001)	
<u>Reviewed by Finance Department:</u> <i>Regina Hanson</i>			
<u>Attachments to Agenda Packet Item:</u> 1. 2014 Proposed Recreation and Aquatic Center Fees 2. Resolution 13- _____			
<u>Summary Statement:</u> At the January 14 th meeting of the City Council it was requested that this item be tabled and brought before Council at a future meeting for additional review and discussion. During the 2014 budget development process Council considered and informally approved of proposed recreation rate increases. The attached resolution will implement these rate increases.			
<u>Consistent with or Comparison to:</u> EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<u>Recommended City Council Action/Suggested Motion:</u> Adopt Resolution No.14- _____ Establishing Fees for the Recreation Department.			
<u>Reviewed by Department Director:</u> <i>Paul Warden</i> Date: <i>1-24-14</i>	<u>Reviewed by City Attorney:</u>  Date: <i>1/21/14</i>	<u>Approved by Mayor:</u> <i>Paul Warden</i> Date: <i>1-24-14</i>	
<u>Today's Date:</u> December 4, 2013	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>	

2014 Proposed Recreation and Aquatic Center Fees

Recreation Program	2013 Rate	2014 Rate	Anticipated Impact
Swim Lessons	\$30	\$30	\$3,030 (add an 5 th session)
Youth Individual Swim Pass	\$75	\$85	\$210
Adult Individual Swim Pass	\$100	\$110	\$50
Group Swim Pass	\$175	\$195	\$1,980
Additional Group Pass	\$30	\$30	\$0
Members			
Replacement Card	\$3	\$4	\$19
Swim Team	\$25	\$25	\$0
Return Pass Discount	(\$3)	(\$4)	(\$119)
Youth Punch Card	\$30	\$40	\$590
Adult Punch Card	\$45	\$55	\$270
Youth Daily Admission	\$3	\$4	\$8,708
Adult Daily Admission	\$4	\$5	\$5,083
Senior Daily Admission	\$3	\$4	\$164
Group Daily Admission	\$12	\$15	\$9,828
BBQ Rental	\$5 per hour or \$25 all day	\$5 per hour or \$25 all day	\$0
Life Jacket Rental	\$0	\$0	\$0
Pool Rental	\$150 per hour	\$150 per hour	\$0
Party Rental	\$150 for under 26 and \$200 for 26 or more	\$150 for under 26 and \$200 for 26 or more	\$0
Pavilion Rental	\$40 for 4 hours or \$75 for all day	\$75 for all day	\$1,120
Summer Baseball	\$10	\$15	\$845
TOTAL			\$31,778

**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 14-**

**A RESOLUTION OF THE PROSSER, WASHINGTON CITY COUNCIL
TO ESTABLISH FEES FOR THE RECREATION DEPARTMENT
PURSUANT TO THE AUTHORITY OF CHAPTER 20.20 OF THE
PROSSER MUNICIPAL CODE WHICH PROVIDES THAT
RECREATION FEES SHALL BE ESTABLISHED PURSUANT TO
RESOLUTION OF THE CITY COUNCIL AND PROVIDING FOR THE
EFFECTIVE DATE OF THE RESOLUTION.**

WHEREAS, the City Council of the City of Prosser has determined that it is in the best interest of the City of Prosser to move toward providing a single, efficient, and convenient listing of all fees and charges for permits, licenses, services, applications and filing fees; and

WHEREAS, such a listing will better facilitate the updating and uniform review of all such fees and charges, and

WHEREAS, the City Council has provided for recreation fees to be set by Resolution, and

WHEREAS, the City Council desires to replace all previously established Recreation fees,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON THAT THE FOLLOWING FEES AND CHARGES REPLACE ALL PREVIOUSLY ESTABLISHED RECREATION FEES AND CHARGES AND SUCH FEES AND ARE HEREBY ESTABLISHED:

Swim Lessons	\$ 30
Daily Admission	
Three years and under	Free with paying adult
Ages 4 to 17	\$ 4
Ages 18 & up	\$ 5
Senior (65+)	\$ 4
Group (up to 5 people)	\$ 15
Punch Card (15 individual visits)	
Three years and under	Free with paying adult
Ages 4 to 17	\$ 40
Ages 18 & up	\$ 55
Senior (65+)	\$ 40

Season Swim Passes	
Individual	
Three years and under	Free with paying adult
Ages 4 to 17	\$ 85
Ages 18 & up	\$ 110
Senior (65+)	\$ 85
Group (up to 5 people)	\$ 195
Additional people up to 8	\$ 30 each additional person
Swim team members	\$ 25 each team member <u>OR</u> Season pass.
Pavilion Rental (includes 1 grill & 10 chairs)	
All Day	\$ 75
Party Rate (includes pavilion, grill, admission & chairs all day)	
25 or fewer individuals (10 chairs)	\$ 150
26-50 (2 pavilions & 20 chairs)	\$ 200
Picnic Table & Grill Rental	\$ 5 per hour
	\$ 25 all day
Life jacket deposit	\$ 5, refundable upon return of jacket with no damages, on the same day of rental
Pool Rental Cost per HOUR (3 guards for each pool or 6 for both pools)	
Recreation pool up to 50 participants	\$ 150 per hour
Lap pool up to 50 participants	\$ 150 per hour
Both pools up to 100 participants	\$ 250 per hour
Each additional 25 participants	\$ 50 per hour
Replacement Season Swim Pass	\$ 4
Season pass discount if using previous pass care	\$ 4 up to \$20 max
Youth Baseball and Softball registration	\$ 15
Company Sponsorship	\$ 200 for full team
Adult Programs	Calculated rate which attempts to recover cost
Late Registration Assessment	\$ 10

BE IT FURTHER RESOLVED, THAT THE MAYOR, OR HIS DESIGNEE, IS AUTHORIZED TO ESTABLISH FEES FOR ADULT PROGRAMS IN AN EFFORT TO ATTEMPT TO RECOVER THE CITY'S DIRECT COST FOR PROVIDING THE PROGRAM.

BE IT FURTHER RESOLVED THAT THE CITY CLERK SHALL ADD THE ABOVE FEES TO THE CITY'S EXISTING FEE SCHEDULE.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL BE EFFECTIVE UPON PASSAGE.

ADOPTED by the City Council of the City of Prosser and APPROVED by the Mayor of the City of Prosser this ____ day of _____ 2014.

MAYOR PAUL WARDEN

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:



HOWARD SAXTON, CITY ATTORNEY