

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

CITY COUNCIL
REGULAR MEETING AGENDA
7:00 P.M.
TUESDAY, NOVEMBER 25, 2014

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CITIZEN PARTICIPATION
5. MAYOR AND CITY COUNCIL REPORTS AND COMMENTS
6. CONSENT AGENDA
 - a. Approve Payment of Claim Checks Nos. 11565 through 11605, in the Amount of \$562,616.81 and Electronic Payments in the Amount of \$176,084.21, for the Period Ending November 18, 2014..... *Page 3*
 - b. Accept Invoice for Operation of the Visitor Center and Reimbursable Tourism and Promotional Expenses for the Month of September and Authorize Payment for Those Services in the Amount of \$13,000.00 *Page 10*
 - c. Adopt RESOLUTION No. 14-_____ Approving the Local Agency Standard Consultant Agreement between the City of Prosser and Huibregtse, Louman and Associates, Inc., for Design of the Old Inland Empire Highway Improvements Project – Phase 2..... *Page 26*
 - d. Adopt RESOLUTION No. 14-_____ Approving the Local Agency Standard Consultant Agreement between the City of Prosser and Huibregtse, Louman and Associates, Inc., for Design of the 7th Street ADA Ramp Improvements Project *Page 55*
 - e. Approve Progress Bill No. 6 in the Amount of \$20,839.85 for Work Performed by HLA, Inc., Through October 31, 2014, for Preliminary Engineering and Design on the Old Inland Empire Highway Improvements Project and Authorize the Mayor to Sign the Documents *Page 84*
 - f. Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 9 in the Amount of \$8,266.00, for the Zone 2.5 Water Supply Improvements project and Authorize the Mayor to Sign the Documents *Page 89*

*The first Ordinance passed will be Ordinance 14-2915
The first Resolution passed will be Resolution 14-1468*

- g. Approve September 9, 2014 Meeting Minutes *Page 97*
- h. Approve September 23, 2014 Meeting Minutes *Page 101*

7. COUNCIL ACTION

- a.) **Consideration of ORDINANCES Increasing Water Revenue by 4% and Bulk Water by 8.7% *Page 105***

RECOMMENDATION #1: Adopt Ordinance No. 14-_____ increasing water revenue by 4% and setting rates for this purpose.

RECOMMENDATION #2: Adopt Ordinance No. 14-_____ increasing the base rate for bulk water by 8.7%.

- b.) **Consideration of ORDINANCE Increasing Sewer Revenue by 4.5% *Page 117***

RECOMMENDATION: Adopt Ordinance No. 14-_____ Increasing Sewer Revenue by 4.5%.

8. COUNCIL DISCUSSION

2015 BUDGET

- a.) **Summary of Council Discussion *Page 126***
- b.) **Adjustments Made to Proposed Budget *Page 131***

9. EXECUTIVE SESSION

10. ADD ON ITEMS

11. ADJOURNMENT

***The first Ordinance passed will be Ordinance 14-2915
The first Resolution passed will be Resolution 14-1468***

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim check nos. 11565 through 11605, in the amount of \$562,616.81 and Electronic Payments in the amount of \$176,084.21 for the period ending November 18, 2014.

Meeting Date:
November 25, 2014
Special Meeting

Department:
Finance

Director:
Regina Mauras

Contact Person:
Toni Yost

Phone Number:
(509) 786-2332

Cost of Proposal:
\$738,762.60

Account Number:
See Attached

Amount Budgeted:
See 2014 budget for each item listed.

Name and Fund#
See Attached

Reviewed by Finance Department:

Toni Yost

Attachments to Agenda Packet Item:

Check Register # 11565 through 11605

Summary Statement:

Check Payments	Amount		
11565 through 11605	\$562,616.81		
Electronic Payments	Amount		
Bank of America	\$151,237.00		
Wa Dept of Revenue	\$17,123.61		
Wa Dept of Licensing	\$36.00		
Wa Trust Bank	\$7,687.60		

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

Approve payment of check nos. 11565 through 11605, in the amount of \$562,616.81 and Electronic Payments in the amount of \$176,084.21 for the period ending November 18, 2014.

Reviewed by Department

Director:
Regina Mauras
Date: 11 20 14

Reviewed by City Attorney:

N/A
Date:

Approved by Mayor:

Paul W. Anderson
Date: 11-21-14

Today's Date:
November 20, 2014

Revision Number/Date:

File Name and Path:

CHECK REGISTER

City Of Prosser
MCAG #: 0205

11/19/2014 To: 11/19/2014

Time: 16:00:01 Date: 11/18/2014
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6417	11/19/2014	Claims	1	11565	United Parcel Service (ups)	61.58	UPS Shipping
			403 - 534 80 42 000 - Communications			61.58	UPS Shipping
			403 Water Fund			61.58	
						<u>61.58</u>	Claims: 61.58

[Handwritten Signature]

Signature

11/18/14

Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

11/25/2014 To: 11/25/2014

Time: 10:40:54 Date: 11/20/2014
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6435	11/25/2014	Claims	1	EFT	Bank Of America	151,237.00	Loan Payment - 96 GO Bond
					229 - 591 22 71 000 - 1996 GO Bonds	145,000.00	Loan Payment - 96 GO Bond
					229 - 592 22 83 000 - Interest On Long-Term Extern	6,237.00	Loan Payment - 96 GO Bond
6436	11/25/2014	Claims	1	EFT	DOR Electronic Payments	17,123.61	Excise Taxes
					001 - 514 30 44 000 - External Taxes	0.88	Excise Taxes
					403 - 534 80 44 000 - External Taxes	9,300.51	Excise Taxes
					407 - 535 80 44 000 - External Taxes	3,882.99	Excise Taxes
					448 - 537 80 44 000 - External Taxes	3,910.72	Excise Taxes
					001 - 571 22 44 000 - External Taxes	0.88	Excise Taxes
					001 - 576 20 44 001 - External Taxes	27.63	Excise Taxes
6437	11/25/2014	Claims	1	EFT	WA Dept Licensing-Cpl	36.00	Concealed Pistol License
					001 - 586 00 01 000 - Concealed Pistol Lic Disburse	36.00	Concealed Pistol License
6438	11/25/2014	Claims	1	EFT	Washington Trust Bank	7,687.60	North Prosser Loan Interest
					403 - 594 34 63 003 - Capital Other Improvements-1	7,687.60	North Prosser Loan Interest
6439	11/25/2014	Claims	1	11566	7 Degree Floral	89.83	Flower Arrangement For Tromel Funeral
					001 - 511 60 49 000 - Miscellaneous	89.83	Flower Arrangement For Tromel Funeral
6440	11/25/2014	Claims	1	11567	Abadan Inc	176.61	Water Copy Machine Maintenance; Front Desk Copy Machine Maintenance; Finance Printer Maintenance
					001 - 514 23 48 000 - Repairs & Maintenance	113.17	Front Desk Copy Machine Maintenance
					001 - 514 23 48 000 - Repairs & Maintenance	16.25	Finance Printer Maintenance
					403 - 534 80 48 000 - Repairs & Maintenance	35.15	Water Copy Machine Maintenance
					403 - 534 80 48 000 - Repairs & Maintenance	3.01	Front Desk Copy Machine Maintenance
					407 - 535 80 48 000 - Repairs & Maintenance	3.01	Front Desk Copy Machine Maintenance
					403 - 539 20 48 000 - Repairs & Maintenance	3.01	Front Desk Copy Machine Maintenance
					102 - 542 90 48 000 - Repairs & Maintenance	3.01	Front Desk Copy Machine Maintenance
6441	11/25/2014	Claims	1	11568	Are-Sea Carpet & Floor Service	416.00	Commercial Carpet Cleaning, Pressure Wash
					001 - 518 31 48 000 - Repairs & Maintenance	216.00	Carpet Cleaning
					001 - 518 31 48 000 - Repairs & Maintenance		Tile Scrub/Wax
					001 - 518 31 48 000 - Repairs & Maintenance	200.00	Windows & Bldg Wash
					001 - 518 31 48 000 - Repairs & Maintenance		Carpet Cleaning
					001 - 518 31 48 000 - Repairs & Maintenance		Carpet Cleaning
					001 - 518 31 48 000 - Repairs & Maintenance		Tile Scrub/Wax
					001 - 518 31 48 000 - Repairs & Maintenance		Carpet Cleaning
					001 - 572 50 48 000 - Repairs & Maintenance		Carpet Cleaning
					001 - 572 50 48 000 - Repairs & Maintenance		Tile Scrub/Wax
					001 - 572 50 48 000 - Repairs & Maintenance		Carpet Cleaning
6442	11/25/2014	Claims	1	11569	BIAS Software	1,050.00	BIAS Rally 2015 Conference- T. Yost, E. Belmares, L. Bardessono
					001 - 514 23 49 000 - Miscellaneous	700.00	BIAS Rally 2015 Conference
					403 - 534 80 49 000 - Miscellaneous	116.67	BIAS Rally 2015 Conference
					407 - 535 80 49 000 - Miscellaneous	116.67	BIAS Rally 2015 Conference
					448 - 537 80 49 000 - Miscellaneous	116.66	BIAS Rally 2015 Conference
6443	11/25/2014	Claims	1	11570	Benton Co Treas Office	6,390.04	Benton Co Dist. Court And Office Of Public Defense-Sept
					001 - 512 50 51 000 - Intergov't Professional Servic	6,390.04	Benton Co Dist. Court And Office Of Public Defense-Sept
6444	11/25/2014	Claims	1	11571	Benton Franklin Dist Health	168.00	Drinking Water Bacteria
					403 - 534 80 41 000 - Professional Services	168.00	Drinking Water Bacteria

CHECK REGISTER

City Of Prosser
MCAG #: 0205

11/25/2014 To: 11/25/2014

Time: 10:40:54 Date: 11/20/2014

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6445	11/25/2014	Claims	1	11572	Benton PUD	33,038.75	Electric Bill
					001 - 518 31 47 000 - Public Utility Services	1,023.73	Electric Bill
					403 - 534 80 47 000 - Public Utility Services	16,831.78	Electric Bill
					407 - 535 80 47 000 - Public Utility Services	9,436.98	Electric Bill
					403 - 539 20 47 000 - Public Utility Services	108.62	Electric Bill
					102 - 542 63 47 000 - Public Utility Services	3,555.25	Electric Bill
					102 - 542 90 47 000 - Public Utility Services	339.54	Electric Bill
					001 - 569 21 47 000 - Public Utility Services	433.24	Electric Bill
					001 - 572 50 47 000 - Public Utility Services	153.38	Electric Bill
					001 - 576 20 47 000 - Public Utility Services	810.13	Electric Bill
					001 - 576 80 47 000 - Public Utility Services	346.10	Electric Bill
6446	11/25/2014	Claims	1	11573	Bizodo Inc Seamless Docs	4,975.00	Online Document/Payment Submission Via Cit Website
					001 - 518 88 31 000 - Office & Operating Supplies	2,500.00	Online Document/Payment Submission Via Cit Website
					001 - 518 88 31 000 - Office & Operating Supplies	2,475.00	Online Document/Payment Submission Via Cit Website
6447	11/25/2014	Claims	1	11574	Bleyhl Farm Service Inc	633.39	Salt For Ice Removal
					102 - 542 66 31 000 - Office & Operating Supplies	633.39	Salt For Ice Removal
6448	11/25/2014	Claims	1	11575	Brown's Tire Co Inc	27.07	Flat Tire Repair
					403 - 534 80 31 000 - Office & Operating Supplies	6.77	Flat Tire Repair
					403 - 539 20 31 000 - Office & Operating Supplies	6.77	Flat Tire Repair
					102 - 542 90 31 000 - Office & Operating Supplies	6.77	Flat Tire Repair
					001 - 576 80 31 000 - Office & Operating Supplies	6.76	Flat Tire Repair
6449	11/25/2014	Claims	1	11576	CK Home Comfort Systems	476.52	Planned Service Check Heating/Cooling
					001 - 569 21 48 000 - Repairs & Maintenance	476.52	Planned Service Check Heating/Cooling
6450	11/25/2014	Claims	1	11577	Cascade Analytical	132.18	Kjeldahl Total Nitrogen; Kjeldahl Total Nitrogen; Kjeldahl Total Nitrogen
					407 - 535 80 41 000 - Professional Services	44.06	Kjeldahl Total Nitrogen
					407 - 535 80 41 000 - Professional Services	44.06	Kjeldahl Total Nitrogen
					407 - 535 80 41 000 - Professional Services	44.06	Kjeldahl Total Nitrogen
6451	11/25/2014	Claims	1	11578	Centurylink	2,435.29	Telephone Bill
					001 - 518 31 42 000 - Communications	1,172.87	Telephone Bill
					403 - 534 80 42 000 - Communications	328.25	Telephone Bill
					407 - 535 80 42 000 - Communications	356.42	Telephone Bill
					448 - 537 80 42 000 - Communications	96.72	Telephone Bill
					403 - 539 20 42 000 - Communications	96.72	Telephone Bill
					102 - 542 90 42 000 - Communications	261.26	Telephone Bill
					102 - 543 30 42 102 - Communication	96.72	Telephone Bill
					001 - 576 20 42 000 - Communications	26.33	Telephone Bill
6452	11/25/2014	Claims	1	11579	Cities Insurance Assoc	304,675.81	Insurance Premium -TBD; Insurance Premium
					001 - 518 31 46 000 - Insurance	79,261.78	Insurance Premium
					403 - 534 80 46 000 - Insurance	50,298.86	Insurance Premium
					407 - 535 80 46 000 - Insurance	107,752.00	Insurance Premium
					448 - 537 80 46 000 - Insurance	150.19	Insurance Premium
					403 - 539 20 46 000 - Insurance	2,823.13	Insurance Premium
					102 - 542 90 46 000 - Insurance	9,416.94	Insurance Premium
					102 - 543 30 46 000 - Insurance	9,416.94	Insurance Premium
					103 - 543 30 46 103 - Insurance	2,500.63	Insurance Premium -TBD
					001 - 569 21 46 000 - Insurance	2,623.42	Insurance Premium
					001 - 572 50 46 000 - Insurance	7,644.05	Insurance Premium

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 576 20 46 000 - Insurance			17,566.67	Insurance Premium
			001 - 576 80 46 000 - Insurance			15,221.20	Insurance Premium
6453	11/25/2014	Claims	1	11580	Cook's True Value	127.35	Air Effect Meadow; Noble; Fasteners; Mens Cowhide Glove; Cap Threaded; MPT PLug, PVC Thrd Union; Zink Snap Link, Eye Quick Snap
			001 - 518 31 31 000 - Office & Operating Supplies			4.65	Air Effect Meadow
			403 - 534 80 31 000 - Office & Operating Supplies			11.26	Noble
			403 - 534 80 31 000 - Office & Operating Supplies			1.78	Fasteners
			403 - 534 80 31 000 - Office & Operating Supplies			3.88	Cap Threaded
			403 - 534 80 31 000 - Office & Operating Supplies			14.25	MPT PLug, PVC Thrd Union
			407 - 535 80 31 000 - Office & Operating Supplies			21.65	Mens Cowhide Glove
			102 - 542 70 31 000 - Office & Operating Supplies			69.88	Zink Snap Link, Eye Quick Snap
6454	11/25/2014	Claims	1	11581	Denchel's Ford Country	35.99	Works Fuel Saver Package
			001 - 521 20 49 000 - Miscellaneous			35.99	Works Fuel Saver Package
6455	11/25/2014	Claims	1	11582	Grainger Inc	28.33	Shop Towel
			102 - 542 90 31 000 - Office & Operating Supplies			28.33	Shop Towel
6456	11/25/2014	Claims	1	11583	Green River Community College	42.00	2015 BAT Renewal
			403 - 534 80 49 000 - Miscellaneous			42.00	2015 BAT Renewal
6457	11/25/2014	Claims	1	11584	William & Mellony Henager	104.94	Refund inactive customer credit balance
			403 - 343 41 00 000 - Water Revenues			-116.92	
			403 - 343 90 00 000 - Irrigation Fees & Charges			11.98	
6458	11/25/2014	Claims	1	11585	Huibregtse, Louman & Assoc	100,727.98	Old Inland Empire Highway Improvements; Zone 2.5 Water Supply; 2014 General Services; Waste Water Treatment Plant; Water System Plan Update
			403 - 534 80 41 000 - Professional Services			2,349.80	2014 General Services
			403 - 534 80 41 000 - Professional Services			16,358.00	Water System Plan Update
			407 - 535 80 41 000 - Professional Services			1,179.33	2014 General Services
			102 - 542 90 41 000 - Professional Services			435.00	2014 General Services
			420 - 594 34 41 420 - Professional Services			8,266.00	Zone 2.5 Water Supply
			470 - 594 35 41 000 - Engineering			51,300.00	Waste Water Treatment Plant
			302 - 595 10 60 000 - Engineering			20,839.85	Old Inland Empire Highway Improvements
6459	11/25/2014	Claims	1	11586	Legend Data Systems	73.44	Black Lanyard
			001 - 521 20 31 000 - Office & Operating Supplies			73.44	Black Lanyard
6460	11/25/2014	Claims	1	11587	LexisNexis Risk Solutions	102.89	Monthly Subscription-October
			001 - 521 20 41 000 - Professional Services			102.89	Monthly Subscription-October
6461	11/25/2014	Claims	1	11588	North Central Laboratories	643.38	Self-Stirring Probe
			407 - 535 80 31 000 - Office & Operating Supplies			643.38	Self-Stirring Probe
6462	11/25/2014	Claims	1	11589	Outwest Pet Rescue	464.99	Animal Control Servies
			001 - 524 20 41 000 - Professional Services			464.99	Animal Control Services
6463	11/25/2014	Claims	1	11590	Arturo Perez	8.50	Parking To Pickup Repaired VacCon
			407 - 535 80 49 000 - Miscellaneous			8.50	Parking To Pickup Repaired VacCon
6464	11/25/2014	Claims	1	11591	Pollard Water	675.79	Bacterial Supplement
			407 - 535 80 31 000 - Office & Operating Supplies			675.79	Bacterial Supplement
6465	11/25/2014	Claims	1	11592	Prosser Chamber Of Commerce	13,000.00	Tourism And Promotion, VIC Operations

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City Of Prosser
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Time: 10:40:54 Date: 11/20/2014
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			130 - 573 90 41 000		Professional Services - Chaml	10,000.00	VIC Operations And Tourisim Promotion
			131 - 573 90 41 131		Professional Services	3,000.00	Tourisim Promotion Area
6466	11/25/2014	Claims	1	11593	Prosser Napa	163.39	Battery; Blue Def 2.5 Gal
			407 - 535 80 31 000		Office & Operating Supplies	21.64	Blue Def 2.5 Gal
			102 - 542 90 31 000		Office & Operating Supplies	141.75	Battery
6467	11/25/2014	Claims	1	11594	Prosser, City Of	86,007.17	Water Utility Taxes; Waste Water Utility Taxes; Garbage Utility Tax
			403 - 534 80 44 000		External Taxes	40,384.31	Water Utility Taxes
			407 - 535 80 44 000		External Taxes	41,775.90	Waste Water Utility Taxes
			448 - 537 80 44 000		External Taxes	3,846.96	Garbage Utility Tax
6468	11/25/2014	Claims	1	11595	Q-Tech Auto Service Ctr	953.96	Replace Clutch And Flywheel
			001 - 576 80 48 000		Repairs & Maintenance	953.96	Replace Clutch And Flywheel
6469	11/25/2014	Claims	1	11596	Rainwater Water Co	30.00	Water; Water
			407 - 535 80 31 000		Office & Operating Supplies	24.00	Water
			407 - 535 80 31 000		Office & Operating Supplies	6.00	Water
6470	11/25/2014	Claims	1	11597	Swana	450.00	Landfill Operations/Gas Basics
			102 - 542 70 49 000		Miscellaneous	225.00	Landfill Operations Basics
			001 - 576 80 49 000		Miscellaneous	225.00	Landfill Gas Basics
6471	11/25/2014	Claims	1	11598	Tolman Electric	1,271.36	Booking Room Repairs
			001 - 518 31 31 000		Office & Operating Supplies	1,271.36	Booking Room Repairs
6472	11/25/2014	Claims	1	11599	Valley Publishing Co Inc	171.00	Notice Ordinance Summary 14-TBD-12; Notice Of Ad For Bid-Zone 2.5
			103 - 543 30 41 103		Professional Service	21.00	Notice Ordinance Summary 14-TBD-12
			420 - 594 34 41 420		Professional Services	150.00	Notice Of Ad For Bid-Zone 2.5
6473	11/25/2014	Claims	1	11600	Verizon Wireless	300.15	Building Dept MiFi Card; Pool Internet Usage; 4G Mobile Broadband
			001 - 518 88 42 000		Communications	40.01	Building Dept MiFi Card
			403 - 534 80 42 000		Communications	60.02	4G Mobile Broadband
			407 - 535 80 42 000		Communications	60.03	4G Mobile Broadband
			001 - 576 20 42 000		Communications	140.09	Pool Internet Usage
6474	11/25/2014	Claims	1	11601	WA Assoc Of Public Records Off	25.00	2015 Membership Renewal
			001 - 514 30 49 000		Miscellaneous	25.00	2015 Membership Renewal
6475	11/25/2014	Claims	1	11602	WA Dept Health	778.00	Review And/or Approval Of Project Reprot-Zone 2.5
			420 - 594 34 41 420		Professional Services	778.00	Review And/or Approval Of Project Reprot-Zone 2.5
6476	11/25/2014	Claims	1	11603	WA Dept Health	210.00	Waterworks Operator Certificate Renewal; Waterworks Operator Certificate Renewal; Waterworks Operator Certificate Renewal; Waterworks Operator Certificaton; Waterworks Operator Certificaton
			403 - 534 80 49 000		Miscellaneous	42.00	Waterworks Operator Certificate Renewal
			403 - 534 80 49 000		Miscellaneous	42.00	Waterworks Operator Certificate Renewal
			403 - 534 80 49 000		Miscellaneous	42.00	Waterworks Operator Certificate Renewal
			403 - 534 80 49 000		Miscellaneous	42.00	Waterworks Operator Certificaton
			403 - 534 80 49 000		Miscellaneous	42.00	Waterworks Operator Certificaton

CHECK REGISTER

City Of Prosser
MCAG #: 0205

11/25/2014 To: 11/25/2014

Time: 10:40:54 Date: 11/20/2014
Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6477	11/25/2014	Claims	1	11604	WA Dept Of Enterprise Services	1,461.71	November Newsletter; Window Security Envelopes; 9# CRM Prosser
					001 - 514 30 41 000 - Professional Services	278.16	November Newsletter
					403 - 534 80 41 000 - Professional Services	37.08	November Newsletter
					403 - 534 80 41 000 - Professional Services	136.49	Window Security Envelopes
					403 - 534 80 41 000 - Professional Services	113.05	9# CRM Prosser
					407 - 535 80 41 000 - Professional Services	37.08	November Newsletter
					407 - 535 80 41 000 - Professional Services	136.49	Window Security Envelopes
					407 - 535 80 41 000 - Professional Services	113.05	9# CRM Prosser
					448 - 537 80 41 000 - Professional Services	37.08	November Newsletter
					448 - 537 80 41 000 - Professional Services	136.49	Window Security Envelopes
					448 - 537 80 41 000 - Professional Services	113.04	9# CRM Prosser
					403 - 539 20 41 000 - Professional Services	37.08	November Newsletter
					403 - 539 20 41 000 - Professional Services	136.49	Window Security Envelopes
					403 - 539 20 41 000 - Professional Services	113.05	9# CRM Prosser
					102 - 542 90 41 000 - Professional Services	37.08	November Newsletter
6478	11/25/2014	Claims	1	11605	WA Municipal Clerks Assoc	75.00	2014 WMCA Membership Application
					001 - 514 30 49 000 - Miscellaneous	75.00	2014 WMCA Membership Application
					001 General Fund	143,222.40	
					102 Street Fund	24,666.86	
					103 Transportation Benefit Distric	2,521.63	
					130 Hotel/Motel Tax Fund	10,000.00	
					131 Tourism Promotion Area Fund	3,000.00	
					229 1996 GO Bond - Fire Station	151,237.00	
					302 OIE Improvement Project Fund	20,839.85	
					403 Water Fund	147,928.33	
					407 Sewer Fund	166,383.09	
					420 Zone 2.5 Water Supply Improv	9,194.00	
					448 Garbage Fund	8,407.86	
					470 Waste Water Treatment Plant Improvement	51,300.00	
					* Transaction Has Mixed Revenue And Expense Accounts	738,701.02	Claims: 738,701.02

Sjost

Signature

11/20/14

Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Accept invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the month of September and authorize payment for those services in the amount of \$13,000.00.	Meeting Date: November 25, 2014 Regular Meeting
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Department: Finance	Director: Regina Mauras	Contact Person: Toni Yost	Phone Number: (509) 786-2332
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Cost of Proposal: \$13,000.00	Account Number: 130-573-90-41 131-573-10-41
Amount Budgeted: \$102,000 <ul style="list-style-type: none"> • \$80,000- Hotel/Motel #130 • \$22,000- Tourism Promotion Area (TPA) #131 	Name and Fund# Hotel/Motel Tax Fund #130 Tourism Promotion Area #131

Reviewed by Finance Department: *Spent to Date \$95,500*

Yost

Attachments to Agenda Packet Item:

1. Invoice number 4276 for October and November 2014 services
2. Monthly Reports for September and October 2014

Summary Statement:

Check has been reviewed and approved by department heads, the Finance Director, and Mayor as necessary. Check no. 11592 in the amount of \$13,000 has been generated for Council approval.

Consistent with or Comparison to:
City's policy to pay bills in a timely manner.

Recommended City Council Action/Suggested Motion:
Accept invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the month of September and October 2014 and authorize payment for those services in the amount of \$13,000.00.

Reviewed by Department Director: <i>Regina Mauras</i>	Reviewed by City Attorney: N/A	Approved by Mayor: <i>Paul Warden</i>
Date: 11-20-2014	Date:	Date: 11-21-14

Today's Date: November 20, 2014	Revision Number/Date:	File Name and Path:
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Prosser Chamber of Commerce

Invoice

1230 Bennett Avenue
Prosser, WA 99350

Date	Invoice #
11/19/2014	4276

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

130-573-90-41 - \$10,000⁰⁰

131-573-90-41 - \$3,000⁰⁰

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	City Contract for Tourism and Promotion-October	1,500.00	1,500.00
	City Contract for Tourism and Promotion-November	1,500.00	1,500.00
	City Contract for VIC Operations-October	5,000.00	5,000.00
	City Contract for VIC Operations-November	5,000.00	5,000.00
SIGNATURE NOT REQUIRED Per City of Prosser Purchasing Policy Sec. 6.1.6.2			
		Total	\$13,000.00

Attachment to the invoice for Hotel / Motel Reimbursement for

September 2014

During this reporting month the following work was performed or completed.

During the month noted above the Prosser Chamber of Commerce operated the Prosser Visitor and Information Center in conformance with paragraph 4.A.

Days of Operations	<u>30</u>
Brochures and Mailings	<u>450</u>
Business Referrals	<u>58</u>

During the month noted above the Prosser Chamber of Commerce updated and maintained the attractions directory.

Yes	<u>X</u>
No	<u> </u>
Previously Completed	<u> </u>

During the month noted above the Prosser Chamber of Commerce provided the attractions directory electronically to the City.

Yes	<u>X</u>
No	<u> </u>
Previously Completed	<u> </u>

During the month noted above the Prosser Chamber of Commerce maintained a web site as customary in the industry.

Yes	<u>X</u>
No	<u> </u>

During the month noted above the Prosser Chamber of Commerce attended a convention, conference or trade show specifically targeted at tourists. *Minimum 5.*

Yes	<u> </u>
No	<u>X</u>
Total Number YTD	<u>9</u>

During the month noted above the Prosser Chamber of Commerce conducted the following Bureau Advertising:

Washington Wine Commission Guide

Yes	<u>X</u>
No	<u> </u>
Previously Completed	<u> </u>

Yakima Visitor & Convention Bureau Visitors Guide

Yes	<u>X</u>
No	<u> </u>
Previously Completed	<u> </u>

Tri-Cities Visitor & Convention Bureau Visitors Guide

Yes	<u>X</u>
No	<u> </u>
Previously Complete	<u> </u>

Other: _____

During the month noted above the Prosser Chamber of Commerce produced weekly E-Zines.

Yes X
No
Total Number (month) 9

During the month noted above the Prosser Chamber of Commerce participated in the HAR site.

Yes X
No

In addition to the above activities and services, the Prosser Chamber of Commerce conducted regional advertising in the following manner: (Portland, Seattle, Spokane, radio, cable and print, distinctive, consistent and unified) The purpose of the advertising is to promote Prosser as a destination travel venue which will increase our over-night stays.

The Chamber continues to promote Prosser as a travel destination through partnerships with the Tri-City Visitor & Convention Bureau and the Yakima Valley VCB through website advertising promoting our local events.

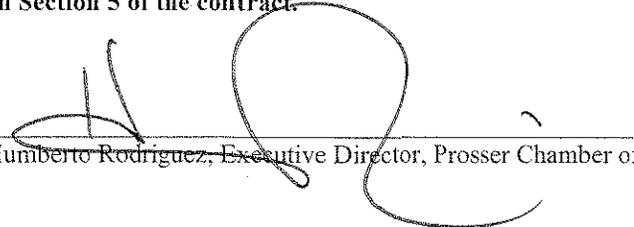
Listed below are additional marketing programs intended to bring visitors and increase over-night stays.

The Chamber continues to distribute our anchor visitor's brochure the Attraction Directory, which is available to visitor at over 100 locations in Prosser. We continue to market Prosser through social media outlets like Facebook and Twitter. Chamber continues to update our tourism website to include a mobile application site to make it easier for visitors to research Prosser on any smart phone adding convenience to their travels

During the month noted above the Prosser Chamber of Commerce marketed the following community events:

The Chamber promoted the following community events –Prosser Beer & Whiskey – Balloon Rally – Harvest Festival – Street Painting Festival

The Prosser Chamber of Commerce has complied with all the terms of the contract including not utilizing Hotel/Motel funds for items listed in Section 5 of the contract.



Humberto Rodriguez, Executive Director, Prosser Chamber of Commerce

Monthly Income & Expense Report - September - 2014

Revenues Received - \$ 6500

Revenues Invested - 6037.45

Marketing Program	Cost	Potential Impact on Hotel Stays
Visitor Information Center administration and operation	2500.00	Personal greeting with visitors provides opportunities for recommendations regarding lodging. Handle accommodations requests from phone, e-mail, & website
E-Zine	37.45	Weekly & Quarterly E-zines provide potential visitors with up-to-date information regarding events and attractions in Prosser. They serve as a quick reference point and reminder of what's happening here. Our current e-zine mailing list reaches over 875 recipients all over the Pacific Northwest.
Tri-Cities Visitor & Convention Visitor's Guide	3500.00	Wine enthusiasts, outdoor sports and recreation travelers recognize the Tri-Cities as great location for leisure travel. Given our proximity, partnering with the bureau expands our advertising reach therefore creating more opportunities to book rooms locally.

Total Expenses	6037.45
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Prosser Chamber of Commerce
Profit & Loss
 September 2014

	Sep 14
Income	
Administration & Chamber	
Membership Dues	2,055.00
Administration & Chamber - Other	237.65
Total Administration & Chamber	2,292.65
Beer & Whiskey Fest	239.00
Chamber Events Income	
Depot Square Marketplace	160.00
Total Chamber Events Income	160.00
City Contract	
Tourism & Promotion Funding	1,500.00
VIC Funding	5,000.00
City Contract - Other	6,500.00
Total City Contract	13,000.00
Community Events	
Harvest Festival	1,205.00
Miss Prosser & Float	
Float Donations	25.00
Total Miss Prosser & Float	25.00
States Day	3,526.86
Total Community Events	4,756.86
Total Income	20,448.51
Expense	
Administration, Chamber & VIC	
Advertising	3,520.00
Depot Rent	650.00
Education	250.00
Equip Rental	521.84
Miscellaneous	57.94
Office Supplies	827.06
Payroll Expenses	3,333.90
Telephone & Internet	163.07
Administration, Chamber & VIC - Other	1,406.43
Total Administration, Chamber & VIC	10,730.24
Balloon Rally	21.66
Chamber Event Costs	
Beer & Whiskey Festival	362.03
Total Chamber Event Costs	362.03
Chamber Truck	20.09
Community Event Costs	
Art Walk & Wine Gala Costs	90.00
Harvest Fest Costs	1,692.70
Miss Prosser & Float	
Parade Transportation Fuel	11.25
Miss Prosser & Float - Other	0.00
Total Miss Prosser & Float	11.25
States Day Costs	23.47
Community Event Costs - Other	81.00
Total Community Event Costs	1,898.42
Total Expense	13,032.44
Net Income	7,416.07

Prosser Chamber of Commerce
Profit & Loss
 January through September 2014

	Jan - Sep 14
Income	
Administration & Chamber	
Membership Dues	22,648.15
Miscellaneous	411.68
Administration & Chamber - Other	-26.03
Total Administration & Chamber	23,033.80
Beer & Whiskey Fest	239.00
Chamber Events Income	
Community Awards Banquet	
Banquet Ticket Sales	1,290.00
Banquet Auction Cash Donations	577.71
Banquet Table Sponsors	2,160.00
Community Awards Banquet - Other	480.00
Total Community Awards Banquet	4,507.71
Depot Square Marketplace	370.00
NW Preparedness Expo	
Admission Receipts	3,795.00
Vendor Fees	1,025.00
NW Preparedness Expo - Other	-98.63
Total NW Preparedness Expo	4,721.37
Chamber Events Income - Other	50.00
Total Chamber Events Income	9,649.08
City Contract	
Tourism & Promotion Funding	35,500.00
VIC Funding	49,500.00
City Contract - Other	6,500.00
Total City Contract	91,500.00
Community Events	
4th of July	45.00
Art Walk and Wine Gala	
Art Walk Other	75.00
Art Walk Program Ads	50.00
Art Walk Tickets and Script	9,160.96
Art Walk and Wine Gala - Other	25.00
Total Art Walk and Wine Gala	9,310.96
Concert Scholarships	440.00
Harvest Festival	4,525.00
Miss Prosser & Float	
Float Donations	625.00
Miss Prosser Donations	1,834.00
Miss Prosser Sign Revenue	4,305.00
Miss Prosser & Float - Other	1,684.12
Total Miss Prosser & Float	8,448.12
Prosser Sports Fest	
Basketball Team Registrations	1,890.00
Sports Fest Other Sales	1,470.00
Prosser Sports Fest - Other	546.00
Total Prosser Sports Fest	3,906.00

Prosser Chamber of Commerce
Profit & Loss
 January through September 2014

	Jan - Sep 14
Scottishfest	
Advertising	-478.54
PSF - Athletics	200.00
PSF - Dance	1,169.00
PSF - Gate Sales	4,012.50
PSF - Other Sales	13,039.78
PSF - Sponsors	171.00
PSF - Vendors	795.00
Scottishfest - Other	2,707.84
Total Scottishfest	21,616.58
States Day	3,442.86
Total Community Events	51,734.52
Donations	0.00
Harlem Ambassadors	-472.32
Total Income	175,684.08
Expense	
Administration, Chamber & VIC	
Advertising	26,123.41
Bank Fees	
Merchant Fees	16.85
Bank Fees - Other	25.00
Total Bank Fees	41.85
Casual Office Labor	267.50
Depot Rent	2,600.00
Education	1,150.00
Equip Rental	3,009.04
Equipment	525.05
Insurance	6,778.07
License & Permits	557.42
Miscellaneous	57.94
NSF Checks	150.00
Office Supplies	3,241.75
Payroll Expenses	
Employment Security Liability	79.59
Labor & Industries	316.21
Payroll Expenses - Other	34,158.08
Total Payroll Expenses	34,553.88
Postage	1,370.99
Printing/Copy Costs	809.93
Repair & Maintenance	531.32
Telephone & Internet	1,329.72
Travel and Meals	608.64
Administration, Chamber & VIC - Other	3,636.74
Total Administration, Chamber & VIC	87,343.25
After Hour Chamber Social	120.72
Balloon Rally	21.66
Chamber Event Costs	
Beer & Whiskey Festival	632.03
Community Awards Banquet Costs	
Banquet Auction Items	750.00
Banquet Event Expense	7,338.04
Community Awards Banquet Costs - Other	3,284.28
Total Community Awards Banquet Costs	11,372.32
Easter & Christmas Costs	828.36
Chamber Event Costs - Other	1,646.79
Total Chamber Event Costs	14,479.50
Chamber Retreat	52.63
Chamber Truck	304.14

Prosser Chamber of Commerce
Profit & Loss
 January through September 2014

	<u>Jan - Sep 14</u>
Community Event Costs	
4th of July Costs	360.00
Art Walk & Wine Gala Costs	8,517.78
Discover Prosser	40.00
Harvest Fest Costs	2,431.27
Miss Prosser & Float	
Chaperone's Fuel Expense	38.42
Chewelaha Parade Food	71.56
Chewelaha Parade Hotel	216.82
Court Attire	1,676.25
Float Creation Expense	191.96
Lilac Parade Food	303.47
Lilac Parade Hotel	417.08
Parade Transportation Fuel	11.25
Miss Prosser & Float - Other	2,709.69
Total Miss Prosser & Float	<u>5,636.50</u>
NW Preparedness Expo	
Facilities	1,750.00
Office Expense	1,374.48
Rental Items	768.93
Speaker Costs	574.99
NW Preparedness Expo - Other	2,423.87
Total NW Preparedness Expo	<u>6,892.27</u>
PACT Street Painting Costs	100.00
Prosser Sports Fest Costs	2,545.01
Sage Rat Run	487.56
Scottishfest	
Advertising	1,240.32
Scottishfest - Other	10,436.53
Total Scottishfest	<u>11,676.85</u>
States Day Costs	218.47
Community Event Costs - Other	4,419.23
Total Community Event Costs	<u>43,324.94</u>
Shuttle Van Expense	372.00
Tourism & Promotion	
Advertising Costs	15,887.31
Printing and Copying Costs	1,424.26
Tradeshaw	1,421.34
Tourism & Promotion - Other	5,585.60
Total Tourism & Promotion	<u>24,318.51</u>
Total Expense	<u>170,337.35</u>
Net Income	<u>5,346.73</u>

October 2014

During this reporting month the following work was performed or completed.

During the month noted above the Prosser Chamber of Commerce operated the Prosser Visitor and Information Center in conformance with paragraph 4.A.

Days of Operations	<u>26</u>
Brochures and Mailings	<u>250</u>
Business Referrals	<u>80</u>

During the month noted above the Prosser Chamber of Commerce updated and maintained the attractions directory.

Yes	<u>X</u>
No	<u> </u>
Previously Completed	<u> </u>

During the month noted above the Prosser Chamber of Commerce provided the attractions directory electronically to the City.

Yes	<u>X</u>
No	<u> </u>
Previously Completed	<u> </u>

During the month noted above the Prosser Chamber of Commerce maintained a web site as customary in the industry.

Yes	<u>X</u>
No	<u> </u>

During the month noted above the Prosser Chamber of Commerce attended a convention, conference or trade show specifically targeted at tourists. *Minimum 5.*

Yes	<u> </u>
No	<u>X</u>
Total Number YTD	<u>9</u>

During the month noted above the Prosser Chamber of Commerce conducted the following Bureau Advertising:

Washington Wine Commission Guide

Yes	<u>X</u>
No	<u> </u>
Previously Completed	<u> </u>

Yakima Visitor & Convention Bureau Visitors Guide

Yes	<u>X</u>
No	<u> </u>
Previously Completed	<u> </u>

Tri-Cities Visitor & Convention Bureau Visitors Guide

Yes	<u>X</u>
No	<u> </u>
Previously Complete	<u> </u>

Other: _____

During the month noted above the Prosser Chamber of Commerce produced weekly E-Zines.

Yes X
No
Total Number (month) 9

During the month noted above the Prosser Chamber of Commerce participated in the HAR site.

Yes X
No

In addition to the above activities and services, the Prosser Chamber of Commerce conducted regional advertising in the following manner: (Portland, Seattle, Spokane, radio, cable and print, distinctive, consistent and unified) The purpose of the advertising is to promote Prosser as a destination travel venue which will increase our over-night stays.

The Chamber continues to promote Prosser as a travel destination through partnerships with the Tri-City Visitor & Convention Bureau and the Yakima Valley VCB through website advertising promoting our local events.

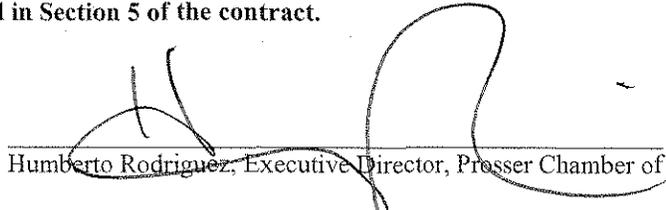
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The Chamber continues to distribute our anchor visitor’s brochure the Attraction Directory, which is available to visitor at over 100 locations in Prosser. We continue to market Prosser through social media outlets like Facebook and Twitter. Chamber continues to update our tourism website to include a mobile application site to make it easier for visitors to research Prosser on any smart phone adding convenience to their travels

During the month noted above the Prosser Chamber of Commerce marketed the following community events:

The Chamber promoted the following community events –Prosser Beer & Whiskey - Family Christmas Festival

The Prosser Chamber of Commerce has complied with all the terms of the contract including not utilizing Hotel/Motel funds for items listed in Section 5 of the contract.



Humberto Rodriguez, Executive Director, Prosser Chamber of Commerce

Monthly Income & Expense Report - October - 2014

Revenues Received - \$ 6500

Revenues Invested - 4537.45

Marketing Program	Cost	Potential Impact on Hotel Stays
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Visitor Information Center administration and operation	2500.00	Personal greeting with visitors provides opportunities for recommendations regarding lodging. Handle accommodations requests from phone, e-mail, & website
E-Zine	37.45	Weekly & Quarterly E-zines provide potential visitors with up-to-date information regarding events and attractions in Prosser. They serve as a quick reference point and reminder of what's happening here. Our current e-zine mailing list reaches over 875 recipients all over the Pacific Northwest.
Website Development/ New Event (Uncommon Threads)	2000.00	Uncommon Threads - A new Prosser Event - Web Design and Venue Cost - Uncommon Threads – an incredible melding of quilting and fiber artists including featured artists, demos, vendors, and workshops. Coming to Prosser, Washington on June 5-6, 2015 www.prosserthreads.com

Total Expenses	4537.45
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Prosser Chamber of Commerce
Profit & Loss
 October 2014

	Oct 14
Income	
Administration & Chamber	
Membership Dues	195.00
Administration & Chamber - Other	-1,822.44
Total Administration & Chamber	-1,627.44
Beer & Whiskey Fest	21,610.29
Community Events	
Harvest Festival	-8.00
Total Community Events	-8.00
Total Income	19,974.85
Expense	
Administration, Chamber & VIC	
Payroll Expenses	3,333.90
Total Administration, Chamber & VIC	3,333.90
Balloon Rally	119.89
Chamber Event Costs	
Beer & Whiskey Festival	13,110.90
Uncommon Threads	2,000.00
Chamber Event Costs - Other	3,783.74
Total Chamber Event Costs	18,894.64
Community Event Costs	
Art Walk & Wine Gala Costs	18.38
Harvest Fest Costs	1,229.05
Miss Prosser & Float	
Court Travel Food	61.15
Float Creation Expense	159.99
Miss Prosser & Float - Other	2,716.52
Total Miss Prosser & Float	2,937.66
PACT Street Painting Costs	1,625.00
Total Community Event Costs	5,810.09
Total Expense	28,158.52
Net Income	-8,183.67

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11/20/14

Accrual Basis

Prosser Chamber of Commerce
Profit & Loss
 January through October 2014

	Jan - Oct 14
Income	
Administration & Chamber	
Membership Dues	22,843.15
Miscellaneous	411.68
Administration & Chamber - Other	-1,848.47
Total Administration & Chamber	21,406.36
Beer & Whiskey Fest	21,849.29
Chamber Events Income	
Community Awards Banquet	
Banquet Ticket Sales	1,290.00
Banquet Auction Cash Donations	577.71
Banquet Table Sponsors	2,160.00
Community Awards Banquet - Other	480.00
Total Community Awards Banquet	4,507.71
Depot Square Marketplace	370.00
NW Preparedness Expo	
Admission Reciepts	3,795.00
Vendor Fees	1,025.00
NW Preparedness Expo - Other	-98.63
Total NW Preparedness Expo	4,721.37
Chamber Events income - Other	50.00
Total Chamber Events Income	9,649.08
City Contract	
Tourism & Promotion Funding	35,500.00
VIC Funding	49,500.00
City Contract - Other	6,500.00
Total City Contract	91,500.00
Community Events	
4th of July	45.00
Art Walk and Wine Gala	
Art Walk Other	75.00
Art Walk Program Ads	50.00
Art Walk Tickets and Script	9,160.96
Art Walk and Wine Gala - Other	25.00
Total Art Walk and Wine Gala	9,310.96
Concert Scholarships	440.00
Harvest Festival	4,517.00
Miss Prosser & Float	
Float Donations	625.00
Miss Prosser Donations	1,834.00
Miss Prosser Sign Revenue	4,305.00
Miss Prosser & Float - Other	1,684.12
Total Miss Prosser & Float	8,448.12
Prosser Sports Fest	
Basketball Team Registrations	1,890.00
Sports Fest Other Sales	1,470.00
Prosser Sports Fest - Other	546.00
Total Prosser Sports Fest	3,906.00

Prosser Chamber of Commerce
Profit & Loss
 January through October 2014

	Jan - Oct 14
Scottishfest	
Advertising	-478.54
PSF - Athletics	200.00
PSF - Dance	1,169.00
PSF - Gate Sales	4,012.50
PSF - Other Sales	13,039.78
PSF - Sponsors	171.00
PSF - Vendors	795.00
Scottishfest - Other	2,707.84
Total Scottishfest	21,616.58
States Day	3,442.86
Total Community Events	51,726.52
Donations	0.00
Harlem Ambassadors	-472.32
Total Income	195,658.93
Expense	
Administration, Chamber & VIC	
Advertising	26,123.41
Bank Fees	
Merchant Fees	16.85
Bank Fees - Other	25.00
Total Bank Fees	41.85
Casual Office Labor	267.50
Depot Rent	2,600.00
Education	1,150.00
Equip Rental	3,009.04
Equipment	525.05
Insurance	6,778.07
License & Permits	557.42
Miscellaneous	57.94
NSF Checks	150.00
Office Supplies	3,241.75
Payroll Expenses	
Employment Security Liability	79.59
Labor & Industries	316.21
Payroll Expenses - Other	37,491.98
Total Payroll Expenses	37,887.78
Postage	1,370.99
Printing/Copy Costs	809.93
Repair & Maintenance	531.32
Telephone & Internet	1,329.72
Travel and Meals	608.64
Administration, Chamber & VIC - Other	3,636.74
Total Administration, Chamber & VIC	90,677.15
After Hour Chamber Social	120.72
Balloon Rally	141.55
Chamber Event Costs	
Beer & Whiskey Festival	13,742.93
Community Awards Banquet Costs	
Banquet Auction Items	750.00
Banquet Event Expense	7,338.04
Community Awards Banquet Costs - Other	3,284.28
Total Community Awards Banquet Costs	11,372.32
Easter & Christmas Costs	828.36
Uncommon Threads	2,000.00
Chamber Event Costs - Other	5,430.53
Total Chamber Event Costs	33,374.14

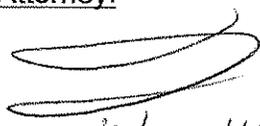
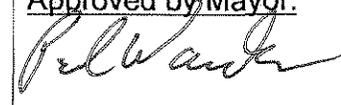
Prosser Chamber of Commerce
Profit & Loss
 January through October 2014

	Jan - Oct 14
Chamber Retreat	52.63
Chamber Truck	304.14
Community Event Costs	
4th of July Costs	360.00
Art Walk & Wine Gala Costs	8,536.16
Discover Prosser	40.00
Harvest Fest Costs	3,660.32
Miss Prosser & Float	
Chaperone's Fuel Expense	38.42
Chewelaha Parade Food	71.56
Chewelaha Parade Hotel	216.82
Court Attire	1,676.25
Court Travel Food	61.15
Float Creation Expense	351.95
Lilac Parade Food	303.47
Lilac Parade Hotel	417.08
Parade Transportation Fuel	11.25
Miss Prosser & Float - Other	5,426.21
Total Miss Prosser & Float	8,574.16
NW Preparedness Expo	
Facilities	1,750.00
Office Expense	1,374.48
Rental Items	768.93
Speaker Costs	574.99
NW Preparedness Expo - Other	2,423.87
Total NW Preparedness Expo	6,892.27
PACT Street Painting Costs	1,725.00
Prosser Sports Fest Costs	2,545.01
Sage Rat Run	487.56
Scottishfest	
Advertising	1,240.32
Scottishfest - Other	10,436.53
Total Scottishfest	11,676.85
States Day Costs	218.47
Community Event Costs - Other	4,419.23
Total Community Event Costs	49,135.03
Shuttle Van Expense	372.00
Tourism & Promotion	
Advertising Costs	15,887.31
Printing and Copying Costs	1,424.26
Tradeshaw	1,421.34
Tourism & Promotion - Other	5,585.60
Total Tourism & Promotion	24,318.51
Total Expense	198,495.87
Net Income	-2,836.94

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Adopt Resolution No. _____ Approving the Local Agency Standard Consultant Agreement between the City of Prosser and Huibregtse Louman Associates, Inc., for the Design of the Old Inland Empire Highway Improvements Project - Phase 2.		Meeting Date: November 25, 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: \$115,770 (not to exceed amount)		Account Number:	
Amount Budgeted: \$ 100,580 (STP-US) 15,697 (City share)		Name and Fund# OIE Improvement Project - Phase 2 (304) Arterial Street Fund (110)	
Reviewed by Finance Department: <u>Ordinance 2905 Established Project Fund 304</u> <u>Budgeted = \$116,277</u> <u>Spent To Date = \$0</u> <div style="text-align: center;"><i>Agost</i></div>			
Attachments to Agenda Packet Item: <ol style="list-style-type: none"> 1. Proposed Resolution No. _____ 2. Transmittal from HLA - Local Agency Standard Consultant Agreement Old Inland Empire Highway - Phase 2 3. Local Agency Standard Consultant Agreement Old Inland Empire Highway - Phase 2 (signed by Consultant) 4. Exhibit A-1: Scope of Work 5. Exhibit D-1: Payment (Lump Sum) 6. Exhibit E-1: Consultant Fee Determination - Summary Sheet 7. Exhibit F: Statement of Direct Labor 8. Exhibit H: Title Vi Assurances 9. Exhibit I: Payment Upon Termination of Agreement 10. Exhibit J: Alleged Consultant Design Errors Procedures 11. Exhibit K: Consultant Claim Procedures 12. Exhibit M-1(a): Certification of Consultant 			

13. Exhibit M-1(b): Certification of Agency Official 14. Exhibit M-2: Certification Regarding Debarment 15. Exhibit M-3: Certification Regarding Restrictions... Use of Federal Funds		
Summary Statement: A Local Agency Standard Consultant Agreement is required by the WSDOT for utilizing the design services of a Consultant on this project. The Agreement must be approved by a Council and adopted by Resolution in order to be effective.		
Consistent with or Comparison to: Previous Local Agency Agreements as required by WSDOT.		
Recommended City Council Action/Suggested Motion: Adopt Resolution No. _____ Approving the Local Agency Standard Consultant Agreement between the City of Prosser and Huibregtse Louman Associates, Inc., for the Design of the Old Inland Empire Highway Improvements Project - Phase 2.		
Reviewed by Department Director:  Date: 11/20/14	Reviewed by City Attorney:  Date: 11/19/14	Approved by Mayor:  Date: 11-21-14
Today's Date: 11/14/14	Revision Number/Date:	File Name and Path:

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON REGARDING A WASHINGTON STATE DEPARTMENT OF TRANSPORTATION LOCAL AGENCY STANDARD CONSULTANT AGREEMENT BETWEEN THE CITY OF PROSSER AND HUIBREGTSE LOUMAN ASSOCIATES, INC., FOR THE DESIGN SERVICES OF THE OLD INLAND EMPIRE HIGHWAY IMPROVEMENTS PROJECT – PHASE 2 FROM WINE COUNTRY ROAD TO WAMBA ROAD. THE RESOLUTION ALSO AUTHORIZES THE MAYOR OR APPROPRIATE CITY OFFICIAL TO EXECUTE ALL DOCUMENTS NECESSARY TO EXECUTE AND IMPLEMENT THE AGREEMENT. THE RESOLUTION ALSO DECLARES THAT THE PROVISIONS OF THE RESOLUTION ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE RESOLUTION AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, The Washington State Department of Transportation (WSDOT) administers certain Federal Highway Programs; and

WHEREAS, WSDOT requires a Local Agency Standard Consultant Agreement (AGREEMENT) be entered into between the City of Prosser (CITY) and Huibregtse Louman Associates, Inc. (CONSULTANT) for providing design services for the design phase of the Old Inland Empire Highway Improvements Project – Phase 2 from Wine Country Road to Wamba Road (PROJECT); and

WHEREAS, the CITY desires to accomplish the above referenced project; and

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

WHEREAS, the CONSULTANT represents that they are in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the CITY; and

WHEREAS, the Public Works Director has recommended approval of said AGREEMENT;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Prosser that it is the desire of the City Council that the AGREEMENT by and between the City of Prosser and Huibregtse Louman Associates, Inc., for providing design services for the design phase of the Old Inland Empire Highway Improvements Project – Phase 2 from Wine Country Road to Wamba Road is hereby approved and the Mayor is authorized to sign said agreement.

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

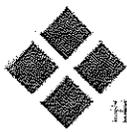
ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:



HOWARD SAXTON, CITY ATTORNEY



HLA

Hilbrögtsø, Louman Associates, Inc.

Civil Engineering ♦ Land Surveying ♦ Planning

* TRANSMITTAL *

Phone: 509-966-7000 / FAX: 509-965-3800
2803 River Road, Yakima, WA 98902

Date: November 14, 2014

Project No.: 14088

To: City of Prosser
601 Seventh Street
Prosser, WA 99350

Attention: LJ DaCorsi
Public Works Director

From: Dustin L. Posten, PE

Re: Old Inland Empire Highway – Phase 2
Local Agency Standard Consultant Agreement
STPUS-3735(001)

We are sending you the attached following items:

Two (2) original Local Agency Standard Consultant Agreements

Comment:

Attached for City consideration are two original Local Agency Standard Consultant Agreements for the Old Inland Empire Highway – Phase 2 project.

Should the Mayor sign the documents please retain one original for your records and return one original to HLA. Thanks LJ.

Copy to: _____ Signed: 

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone Huibregtse, Louman Associates, Inc. 2803 River Road Yakima, WA 98902	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		(509) 966-7000	
Agreement Number 14088E		Project Title And Work Description Design Services - Old Inland Empire Highway - Phase 2 Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.	
Federal Aid Number STPUS-3735(001)		DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No %	
Agreement Type (Choose one) <input checked="" type="checkbox"/> Lump Sum Lump Sum Amount \$ 115,770.00 <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 \$ _____		Federal ID Number or Social Security Number 91-1237188	
<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		Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date June 30, 2016	
		Total Amount Authorized \$ 115,770.00	
		Management Reserve Fund \$ _____	
		Maximum Amount Payable \$ 115,770.00	

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 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 its 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 written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in the aggregate for each policy period.
- 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. 14088E

- 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. Perform 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.
- F. Answer and supply such information as is requested by prospective bidders, and prepare addenda.
- G. Attend bid openings and participate in the bid opening and bid evaluation process.
- H. Prepare bid tabulations 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.
 - 1. 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 F

Huibregtse, Louman Associates, Inc.
 Statement of Direct Labor, Fringe Benefits, and General Overhead
 For the Year Ended December 31, 2012

Description	% of Direct Labor
Direct Labor	
INDIRECT COSTS	
Fringe Benefits	
Vacation, Sick and Holiday	10.26%
Incentive Compensation	29.23%
Retirement Plans	15.60%
Employee Group Insurance	13.66%
Payroll Taxes	12.74%
Other Employee Benefits	0.00%
Total Fringe Benefits	81.49%
General Overhead	
Indirect Labor	21.44%
Accounting Fees	0.68%
Automobile	2.22%
Computer hardware/software	0.79%
Depreciation and Amortization	3.44%
Dues and Professional Licenses	0.69%
Insurance	4.83%
Leased Equipment	0.54%
Meals Expense	0.44%
Office Supplies and Postage	2.21%
Printing and Reproduction	0.02%
Professional Services	1.24%
Rent and Utilities	13.46%
Repairs and Maintenance	3.20%
Seminars and Prof Education	1.09%
Supplies	0.56%
Taxes and Licenses	8.18%
Telecommunications	1.48%
Travel	0.71%
Direct Costs Recovery	-2.54%
Total General Overhead	64.66%
Total Indirect Costs	146.14%
Overhead Rate	146.14%

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. 14088E
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 2803 River Road, 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.

11/14/14
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.

11/14/14
(Date)

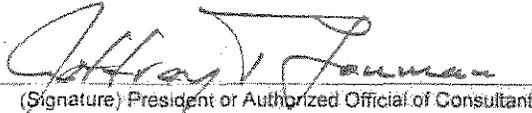

(Signature) President or Authorized Official of Consultant

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.

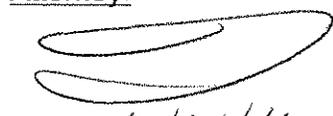
11/14/14
(Date)


(Signature) President or Authorized Official of Consultant

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Adopt Resolution No. _____ Approving the Local Agency Standard Consultant Agreement between the City of Prosser and Huibregtse Louman Associates, Inc., for the Design of the 7 th Street ADA Ramp Improvements Project.		Meeting Date: November 25, 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: \$15,600		Account Number:	
Amount Budgeted: (Project) \$ 14,041 (Federal Share TAP - 1020) \$2,191 (City share)		Name and Fund# 7 th Street Sidewalk Improvement Project (303) Arterial Street Fund (110)	
Reviewed by Finance Department: <u>Ordinance 2904 Established Project Fund 303</u> <u>Budgeted = \$16,232</u> <u>Spent To Date = \$0</u>			
Attachments to Agenda Packet Item: <ol style="list-style-type: none"> 1. Proposed Resolution No. _____ 2. Fund Authorization Letter from WSDOT 3. Transmittal from HLA - Local Agency Standard Consultant Agreement 7th Street ADA Ramp Improvements Project 4. Local Agency Standard Consultant Agreement Old Inland Empire Highway - Phase 2 (signed by Consultant) 5. Exhibit A-1: Scope of Work 6. Exhibit D-1: Payment (Lump Sum) 7. Exhibit E-1: Consultant Fee Determination - Summary Sheet 8. Exhibit F: Statement of Direct Labor 9. Exhibit H: Title Vi Assurances 10. Exhibit I: Payment Upon Termination of Agreement 11. Exhibit J: Alleged Consultant Design Errors Procedures 12. Exhibit K: Consultant Claim Procedures 13. Exhibit M-1(a): Certification of Consultant 			

14. Exhibit M-1(b): Certification of Agency Official 15. Exhibit M-2: Certification Regarding Debarment		
<u>Summary Statement:</u> A Local Agency Standard Consultant Agreement is required by the WSDOT for utilizing the design services of a Consultant on this project. The Agreement must be approved by a Council and adopted by Resolution in order to be effective.		
<u>Consistent with or Comparison to:</u> Previous Local Agency Agreements as required by WSDOT.		
<u>Recommended City Council Action/Suggested Motion:</u> Adopt Resolution No. _____ Approving the Local Agency Standard Consultant Agreement between the City of Prosser and Huibregtse Louman Associates, Inc., for the Design of the 7 th Street ADA Ramp Improvements Project.		
<u>Reviewed by Department Director:</u>  Date: 11/21/14	<u>Reviewed by City Attorney:</u>  Date: 11/28/14	<u>Approved by Mayor:</u>  Date: 11-21-14
<u>Today's Date:</u> 11/14/14	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON REGARDING A WASHINGTON STATE DEPARTMENT OF TRANSPORTATION LOCAL AGENCY STANDARD CONSULTANT AGREEMENT BETWEEN THE CITY OF PROSSER AND HUIBREGTSE LOUMAN ASSOCIATES, INC., FOR THE DESIGN SERVICES OF THE DESIGN PHASE FOR THE 7TH STREET ADA SIDEWALK RAMP IMPROVEMENTS PROJECT FROM BENNETT AVENUE TO DUDLEY AVENUE. THE RESOLUTION ALSO AUTHORIZES THE MAYOR OR APPROPRIATE CITY OFFICIAL TO EXECUTE ALL DOCUMENTS NECESSARY TO EXECUTE AND IMPLEMENT THE AGREEMENT. THE RESOLUTION ALSO DECLARES THAT THE PROVISIONS OF THE RESOLUTION ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE RESOLUTION AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, The Washington State Department of Transportation (WSDOT) administers certain Federal Highway Programs; and

WHEREAS, WSDOT requires a Local Agency Standard Consultant Agreement (AGREEMENT) be entered into between the City of Prosser (CITY) and Huibregtse Louman Associates, Inc. (CONSULTANT) for providing design services for the design phase of the 7th Street ADA Sidewalk Ramp Improvements Project (PROJECT); and

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY 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 they are in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the CITY; and

WHEREAS, the Public Works Director has recommended approval of said AGREEMENT;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Prosser, Washington that the AGREEMENT by and between the City of Prosser and Huibregtse Louman Associates, Inc., for providing design services for the design phase of the 7th Street ADA Sidewalk Ramp Improvements Project is hereby approved and the Mayor is authorized to sign said agreement.

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

WA
11/06/14
BT



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

November 6, 2014

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Mr. L.J. DaCorsi
Public Works Director
City of Prosser
601 7th Street
Prosser, Washington 99350-1459

City of Prosser
7th Street ADA Sidewalk Ramp Improvements
TAP-1020(013)
FUND AUTHORIZATION

Dear Mr. DaCorsi:

We have received FHWA fund authorization, effective November 5, 2014, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Preliminary Engineering	\$16,232	\$14,041

All costs exceeding those shown on this agreement are the sole responsibility of your agency.

As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-8501 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

WSDOT authorization to proceed with right of way and/or construction is contingent upon receipt and approval of your environmental documents.

All future correspondence relating to the project is to be submitted to your Region Local Programs Engineer, Roger Arms at (509) 577-1780.

Sincerely,

Stephanie Tax
Manager, Program Management
Local Programs

ST:ds:ac
Enclosure

cc: Roger Arms, South Central Region Local Programs Engineer



*** TRANSMITTAL ***

**Phone: 509-966-7000 / FAX: 509-965-3800
2803 River Road, Yakima, WA 98902**

Date: November 14, 2014

Project No.: 14087

To: City of Prosser
601 Seventh Street
Prosser, WA 99350

Attention: LJ DaCorsi
Public Works Director

From: Dustin L. Posten, PE

Re: 7th Street ADA Sidewalk Ramp Improvements
Local Agency Standard Consultant Agreement
TAP-1020(013)

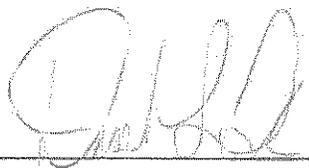
We are sending you the attached following items:

Two (2) original Local Agency Standard Consultant Agreements

Comment:

Attached for City consideration are two original Local Agency Standard Consultant Agreements for the 7th Street ADA Sidewalk Ramp Improvements project.

Should the Mayor sign the documents please retain one original for your records and return one original to HLA. Thanks LJ.

Copy to: _____ Signed:  _____

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Huibregtse, Louman Associates, Inc. 2803 River Road Yakima, WA 98902 (509) 966-7000	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		
Agreement Number 14087E	Project Title And Work Description Design Services - 7th Street ADA Sidewalk Ramp Improvements Install ADA compliant sidewalk ramps including curb and gutter, asphalt patching and pavement markings.	
Federal Aid Number TAP-1020(013)		
Agreement Type (Choose one) <input checked="" type="checkbox"/> Lump Sum Lump Sum Amount \$ 15,600.00 <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, 2016
	Total Amount Authorized \$	15,600.00
	Management Reserve Fund \$	
	Maximum Amount Payable \$	15,600.00

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 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 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 "I" 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 written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in the aggregate for each policy period.
- 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. 14087E

- A. Provide assistance for required documentation and correspondence for funding, environmental (assume Class II categorically excluded), design review, and estimates to funding and regulatory agencies.
- B. Perform field investigations necessary to design the identified improvements.
- C. Perform 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.
- F. Answer and supply such information as is requested by prospective bidders, and prepare addenda.
- G. Attend bid openings and participate in the bid opening and bid evaluation process.
- H. Prepare bid tabulations 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 F

Huibregtse, Louman Associates, Inc.
 Statement of Direct Labor, Fringe Benefits, and General Overhead
 For the Year Ended December 31, 2012

Description	% of Direct Labor
Direct Labor	
INDIRECT COSTS	
Fringe Benefits	
Vacation, Sick and Holiday	10.26%
Incentive Compensation	29.23%
Retirement Plans	15.60%
Employee Group Insurance	13.66%
Payroll Taxes	12.74%
Other Employee Benefits	0.00%
Total Fringe Benefits	81.49%
General Overhead	
Indirect Labor	21.44%
Accounting Fees	0.68%
Automobile	2.22%
Computer hardware/software	0.79%
Depreciation and Amortization	3.44%
Dues and Professional Licenses	0.69%
Insurance	4.83%
Leased Equipment	0.54%
Meals Expense	0.44%
Office Supplies and Postage	2.21%
Printing and Reproduction	0.02%
Professional Services	1.24%
Rent and Utilities	13.46%
Repairs and Maintenance	3.20%
Seminars and Prof Education	1.09%
Supplies	0.56%
Taxes and Licenses	8.18%
Telecommunications	1.48%
Travel	0.71%
Direct Costs Recovery	-2.54%
Total General Overhead	64.66%
Total Indirect Costs	146.14%
Overhead Rate	146.14%

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. 14087E

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 2803 River Road, 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.

11/14/14
Date


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.

11/14/14
(Date)


(Signature) President or Authorized Official of Consultant

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve Progress Bill No. 6 in the amount of \$20,839.85 for work performed by HLA, Inc., through October 31, 2014, for preliminary engineering and design on the Old Inland Empire Highway Improvements Project and authorize the Mayor to sign the documents.

Meeting Date:
November 25, 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: \$284,700.00 (Total)
20,839.85 (Bill No. 6)

Account Number:

Amount Budgeted: N/A

\$285,700

\$247,000 (STPUS)

38,567 (Local Match)

Name and Fund#

#302

Reviewed by Finance Department:

Attachments to Agenda Packet Item:

1. Local Programs Progress Billing Form - STPUS-B030(001) Progress Billing No. 6
2. Invoice 13093E-007 from HLA, Inc., to the City of Prosser in the amount of \$20,839.85, dated November 1, 2014
3. Project Costs To Date Sheet, dated November 12, 2014

Summary Statement:

HLA, Inc., has performed work in connection with their contract for preliminary engineering and design of the Old Inland Empire Highway Improvements Project. The amount due, \$20,839.85, must have Council approval prior to this invoice being sent to WSDOT for processing and subsequent payment to HLA, Inc.

Consistent with or Comparison to:

Payment as per contractual agreements require City Council approval.

Recommended City Council Action/Suggested Motion:

Approve Progress Bill No. 6 in the amount of \$20,839.85 for work performed by HLA, Inc., through October 31, 2014, for preliminary engineering and design on the Old Inland Empire Highway Improvements Project and authorize the Mayor to sign the documents.

<u>Reviewed by Department Director:</u>  Date: 11/21/14	<u>Reviewed by City Attorney:</u>  Date: 11/21/14	<u>Approved by Mayor:</u>  Date: 11-21-14
<u>Today's Date:</u> 11/13/14	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

City of Prosser
 601 7th Street
 Prosser, WA 99350
 Fed Tax ID No.: 91-6001268
 Agency Use:

Local Programs Progress Billing

Federal Aid Project: STPUS-B030(001)
 Agreement Number: LA-8286
 Last Supplement :
 Project Title: Old Inland Empire Highway Improvements

Progress Bill No: **6**
 Final Progress Bill? **No**
 Billing Period from: 9/1/2014
 through: 10/31/2014

	1	2	3	4	5	6	7	8
PE	Total Eligible This Period	Total Eligible To Date	Participation Rate	Amount Claimed This Period <i>Col 1 x Col 3</i>	Amount Claimed Prior Periods	Total Claimed To Date <i>Col 4 + Col 5</i>	Amount Authorized Per Agreement	Remaining Federal Funds <i>Col 7 - Col 6</i>
TA-5331				0.00		0.00		0.00
10 Consultant	20,839.85	92,014.85	86.5000%	18,026.47	61,566.38	79,592.85	246,235.00	166,642.15
<i>Total Preliminary Engineering</i>	20,839.85	92,014.85		18,026.47	61,566.38	79,592.85	246,235.00	166,642.15
RW				0.00		0.00		0.00
				0.00		0.00		0.00
<i>Total Right of Way</i>	0.00	0.00		0.00	0.00	0.00	0.00	0.00
CN				0.00	0.00	0.00	0.00	0.00
30 Contract	0.00	0.00	86.5000%	0.00	0.00	0.00	0.00	0.00
				0.00		0.00		0.00
				0.00		0.00		0.00
				0.00		0.00		0.00
CE				0.00	0.00	0.00	0.00	0.00
31 Consultant	0.00	0.00	86.5000%	0.00	0.00	0.00	0.00	0.00
				0.00		0.00		0.00
<i>Total Construction</i>	0.00	0.00		0.00	0.00	0.00	0.00	0.00
TOTAL PROJECT	20,839.85	92,014.85		18,026.47	61,566.38	79,592.85	246,235.00	166,642.15

Submission of this request for payment certifies that in accordance with the laws of the State of Washington and under the conditions of approval for the project identified above, actual costs claimed have been incurred and are eligible for the purposes specified; also, that no other claims have been presented to, or payment made by, the State of Washington for those costs claimed for reimbursement.

Signee - Paul Warden
 Title: Mayor Date:

Approved by Regional Local Programs Office Date

Return to Regional Local Programs Office

Revised 09/2008



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

City of Prosser
 601 Seventh St.
 Prosser, WA 99350

Invoice number 13093E-007
 Date 11/01/2014

Project 13093E Prosser - Old Inland Empire
 Highway Improvements

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

FOR:

Professional Engineering and Land Surveying Services in connection with the Old Inland Empire Highway Improvements project, per your request, for services performed September 1 through October 31, 2014.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design Plans, Specifications and Estimate	284,700.00	32.32	71,175.00	92,014.85	20,839.85
Total	284,700.00	32.32	71,175.00	92,014.85	20,839.85

Invoice total 20,839.85

HUIBREGTSE, LOUMAN ASSOCIATES, INC.

Jeffrey T. Louman, PE
 President

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 9 in the amount of \$8,266.00 for the Zone 2.5 Water Supply Improvements Project and authorize the Mayor to sign the documents.		Meeting Date: November 25, 2014 Regular Meeting	
Department: Public Works	Director: L.J. DaCorsi	Contact Person: L.J. DaCorsi	Phone Number: (509) 786-2332
Cost of Proposal: Estimated Total Project Cost - \$881,500.00 DWSRF Invoice Voucher Request No. 7 - \$8,266.00		Account Number: Name and Fund# Zone 2.5 Water Supply Improvements Fund 420	
Amount Budgeted: Funding derived through an approved low-interest loan from the Drinking Water State Revolving Fund (DWSRF)			
Reviewed by Finance Department: <div style="text-align: center; margin-top: 10px;">  </div>			
Attachments to Agenda Packet Item: <ol style="list-style-type: none"> 1. Public Works Board - DWSRF Project Status Report 2. WA State Department of Commerce Form A19-1A Voucher Distribution for \$8,266.00 dated 10/01/14 - 10/31/14 3. HLA Invoice Number 13109E-011 for \$8,266.00, dated 11/01/2014 4. Project Cost To Date Breakdown Sheet, dated 11/12/2014 			
Summary Statement: 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 original contract amount is \$890,315.00. The project budget is \$881,500.00 and the loan fee is \$8,815.00.			
Expenses to Date - \$104,483.25 Loan Balance - \$777,016.75			

This Agenda Bill is to approve the DWSRF Invoice Voucher Request No. 9 in the amount of \$8,266.00 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.

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 \$8,266.00 for the Zone 2.5 Water Supply Improvements Project and authorize the Mayor to sign the documents.

Reviewed by Department Director:


Date: 11/21/14

Reviewed by City Attorney:


Date: 11/19/14

Approved by Mayor:

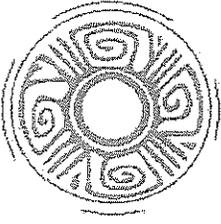

Date: 11-21-14

Today's Date:

November 19, 2014

Revision Number/Date:

File Name and Path:



**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:	City of 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, and environmental compliance required for the project are ongoing.

Approximately, what percentage of the project is complete?	11 %
--	------

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? \$1,908,631.25
(2014)

(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-011
 Date 11/01/2014

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 October 1 through October 31, 2014.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase 4 - Design and Final Plans and Specifications	92,900.00	95.00	80,823.00	88,255.00	7,432.00
Total	92,900.00	95.00	80,823.00	88,255.00	7,432.00

Phase 1 - Environmental Compliance

	Hours	Rate	Billed Amount
Licensed Professional Engineer	2.00	145.00	290.00
Phase subtotal			290.00

Phase 2 - Project Administration

	Hours	Rate	Billed Amount
Licensed Professional Engineer	3.00	145.00	435.00
Contract Administrator	1.00	109.00	109.00
Phase subtotal			544.00

Invoice total 8,266.00

HUIBREGTSE, LOUMAN ASSOCIATES, INC.

Jeffrey T. Louman, PE
 President

PHASE 1 - ENVIRONMENTAL COMPLIANCE

Contract Amount: \$10,000.00
Total Amount Billed to Date: \$8,974.70
Contract Balance Remaining: \$1,025.30

PHASE 2 - PROJECT ADMINISTRATION

Contract Amount: \$10,000.00
Total Amount Billed to Date: \$3,266.30
Contract Balance Remaining: \$6,733.70

PHASE 3 - EASEMENT ACQUISITION ASSISTANCE

Contract Amount: \$5,000.00
Total Amount Billed to Date: \$3,987.25
Contract Balance Remaining: \$1,012.75

PHASE 6 - TELEMETRY SYSTEM IMPROVEMENTS

Addendum No. 1 Contract Amount: \$12,300.00
Total Amount Billed to Date: \$0.00
Contract Balance Remaining: \$12,300.00

**CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 9, 2014**

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 Aubrey, Hamilton, Everett, Ward, Becken, and Elder were present. Council Member Taylor requested an excused absence.

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

CITIZEN PARTICIPATION (None)

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Member Becken asked if the Open Public Meetings and Records Act training had been scheduled.

City Clerk Shaw explained the training has been scheduled for Wednesday, October 29, 2014 from 1:00 – 4:00 p.m. at the Benton PUD building located at 250 Gap Road, Prosser. A formal invitation will be going out later in the week.

CLOSED RECORD DECISION HEARING

1401 KINNEY WAY REZONE

This item was removed from the agenda. This item will be rescheduled for the regularly scheduled City Council meeting on October 14, 2014.

COUNCIL ACTION

CONSIDERATION OF ORDINANCE REZONING PROPERTY LOCATED AT 1401 KINNEY WAY FROM STEEP SLOPE RESIDENTIAL (SSR) AND RESIDENTIAL LOW DENSITY (RL) TO RESIDENTIAL MEDIUM DENSITY (RM)

This item was removed from the agenda. This item will be rescheduled for the regularly scheduled City Council meeting on October 14, 2014.

CONSENT AGENDA

A motion was made by Council Member Becken, seconded by Council Member Everett to approve Consent Agenda Items "A – L." Motion passed 6 YES, 0 NO, 1 ABSENT (Taylor).

- a. Approve Payment of Payroll Checks Nos. 600167 through 600207 in the Amount of \$45,867.42 and Direct Deposits in the Amount of \$104,260.06, for the Period Ending August 29, 2014
- b. Approve Payment of Claim Checks Nos. 11156 through 11165 and 11167 through 11231, in the Amount of \$349,261.43 and Electronic Payments in the Amount of \$88,758.98, for the Period Ending September 9, 2014
- c. Accept Monthly Report by Prosser Economic Development Association for the Month of August 2014 and Authorize Payment for those Services in the Amount of \$2,166.66 and Authorize Payment in the Amount of \$1,416.67 for Grant Writer Services
- d. Approve Progress Bill No. 4 in the Amount of \$11,388.00 for work Performed by HLA, Inc., through July 31, 2014, for Preliminary Engineering and Design on the Old Island Empire Highway Improvements Project and Authorize the Mayor to Sign the Contract
- e. Approve Energy Services Authorization Agreement No. 2015-056(A), between the City of Prosser and Apollo Solutions Group, in the Amount of \$20,000.00 and Authorize the Mayor to Sign the Documents
- f. Approve the amended July 13, 2010 Meeting Minutes
- g. Approve the amended November 23, 2010 Meeting Minutes
- h. Approve the amended February 14, 2012 Meeting Minutes
- i. Approve the amended February 11, 2014 Meeting Minutes
- j. Approve July 1, 2014 Meeting Minutes
- k. Approve July 8, 2014 Meeting Minutes
- l. Approve July 22, 2014 Meeting Minutes

COUNCIL ACTION

APPROVE PAYMENT OF CLAIM CHECK NO. 11166 IN THE AMOUNT OF \$61,375.30, FOR THE PERIOD ENDING SEPTEMBER 9, 2014

Council Member Hamilton recused himself due to a conflict of interest. A motion was made by Council Member Everett, seconded by Council Member Becken to approve payment of claim check no. 11166 in the amount of \$61,375.30, for the period ending September 9, 2014. Motion passed 5 YES, 0 NO, 1 ABSENT (Taylor), 1 ABSENTION (Hamilton).

CONSIDERATION OF ADDENDUM NO. 1 TO TASK ORDER NO. 2013-01, BETWEEN THE CITY OF PROSSER AND HLA, INC., FOR THE ZONE 2.5 WATER SUPPLY IMPROVEMENTS PROJECT – TELEMETRY SYSTEM IMPROVEMENTS

Public Works Director DaCorsi provided Council with a status update on the project. A motion was made by Council Member Everett, seconded by Council Member Becken to approve Addendum No. 1 to Task Order No. 2013-01, between the City of Prosser and HLA, Inc., for the Zone 2.5 Water Supply Improvements Project – Telemetry System Improvements, and authorize the Mayor to sign the documents. Motion passed 6 YES, 0 NO, 1 ABSENT (Taylor).

CONSIDERATION OF TASK ORDER NO. 2014-01, BETWEEN THE CITY OF PROSSER AND HLA, INC., FOR THE CITY'S WATER SYSTEM PLAN UPDATE PROJECT IN AN AMOUNT NOT TO EXCEED \$86,000.00

A motion was made by Council Member Everett, seconded by Council Member Becken to approve Task Order No. 2014-01, between the City of Prosser and HLA, Inc., for the City's Water System Plan Update Project in an amount not to exceed \$86,000.00, and authorize the Mayor to sign the documents. Motion passed 6 YES, 0 NO, 1 ABSENT (Taylor).

COUNCIL DISCUSSION

Discuss Proposed Ordinances Amending the 2014 Budget, Adopting Agreements, and Creating Several Project Funds

Finance Manager Yost summarized four separate ordinances for Council's consideration which would amend the 2014 Budget and create project funds for grants the City was recently awarded. The first ordinance would accept a grant agreement with WSDOT for the 7th Street ADA Improvement Project, create Fund 303 and sets a budget for the Fund. The second ordinance would accept a grant agreement with WSDOT for the OIE Improvement Project – Phase 2, create Fund 304 and sets a budget for the Fund. The third ordinance would accept a grant agreement with USDA for the purchase of two police patrol cars and related equipment, create Fund 103 and sets a budget for the Fund. The fourth and final ordinance addresses the funding of the required match funds for the projects, amends the purpose and title of the Drug Dog Fund 145 to the Canine Officer Fund and allows for use of those funds and then closes the Fund once funds have been spent. This item will return to Council at a future meeting for action.

ADD ON ITEMS

RFA Ballot Measure

Council Member Everett stated at a recent Fire Board meeting the Commissioner's asked the City's intent for the 2015 levy rate as it relates to the Regional Fire Authority; the information is needed for the voter ballot pamphlet. Council discussed in detail different approaches and agreed to a reduced levy rate to a net \$0. Council Member Everett said he will communicate the City's position to the Fire Board at the next meeting.

ADJOURNMENT

There being no further business before the City Council at this time, the Regular Meeting of the Prosser City Council was adjourned at 7:30 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, SEPTEMBER 23, 2014**

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 Aubrey, Taylor, Hamilton, Everett, Ward, Becken, and Elder were present.

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

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Member Everett provided a reminder for the Great Prosser Balloon Rally the weekend of September 26th – 28, 2014.

Council Member Taylor said he would like to add a discussion item relate to cost recovery to the October 7, 2014 City Work Session.

E-Cigarette Ordinance

Mayor Warden advised the Council packet included research and an ordinance regarding e-cigarettes that had been recently adopted by City of Pasco and asked Council consider adopting a similar ordinance.

Council Member Aubrey stated he felt the City is over “ordinancing” the citizens and felt adults could make their own decisions.

There was discussion on whether or not the Police Department had the man power to enforce an ordinance that would restrict the use of e-cigarettes and if the City had the ability to outright ban the use at City owned facilities.

CITIZEN PARTICIPATION

Jennifer Dorsett, Prosser CIA, spoke on the e-cigarette matter and reported the issues the school district has come across with the devices.

Bambi Pescasio, Education Service District, ATOP Policy Specialist, advised a concern was raised from the Superintendents asking for advice and guidance on how to handle the issues they are seeing related to e-cigarettes. Ms. Pescasio said the School Districts are asking the cities to adopt ordinances to help set a tone and enforce underage tobacco use.

Mayor Warden stated the proposed ordinance would be provided to Council at the October 7, 2014 City Council meeting for further discussion.

PUBLIC HEARING

RECREATIONAL AND MEDICAL MARIJUANA MORATORIUM PROHIBITING PRODUCTION, PROCESSING AND RETAILS SALES IN ALL ZONING DISTRICTS WITHIN THE CITY

At 7:18 p.m., Mayor Warden recessed the Regular meeting of the Prosser City Council to conduct a Public Hearing regarding recreational and medical marijuana moratorium prohibiting production, processing, and retail sales in all zoning districts within the City. Mayor Warden called for public comment. Jennifer Dorsett, Prosser CIA, spoke in favor of the proposed moratorium. Peggy Brown, Grant Avenue, spoke in favor of the proposed moratorium. At 7:28 p.m., with no further comments being offered, Mayor Warden closed the Public Hearing and the Regular meeting of the Prosser City Council was reconvened.

CONSENT AGENDA

A motion was made by Council Member Everett, seconded by Council Member Taylor to approve Consent Agenda Items "A – H." Motion passed 7 YES, 0 NO, 0 ABSENT.

- a. Approve Payment of Payroll Checks Nos. 600208 through 600210 in the Amount of \$2,173.87 and Direct Deposits in the Amount of \$12,292.21, for the Period Ending September 15, 2014
- b. Approve Payment of Claim Checks Nos. 11232 through 11296, in the Amount of \$321,946.34 and Electronic Payments in the Amount of \$29,173.42, for the Period Ending September 23, 2014
- c. Approve Payment of Washington Trust Bank Claim Checks Nos. 1056 and 1057, in the Amount of \$70,280.85, for the Period Ending September 11, 2014
- d. Accept Invoice for Operation of the Visitor Information Center and Reimbursable Tourism and Promotional Expenses for the Month of September and Authorize Payment for those Services in the Amount of \$6,500.00
- e. Approve August 2014 Financial Statement
- f. Adopt Resolution 14-1465 Surplusing City of Prosser Property
- g. Approve Progress Bill No. 5 in the Amount of \$39,858 for work Performed by HLA, Inc., through August 31, 2014, for Preliminary Engineering and Design on the Old Island Empire Highway 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 \$15,616.75 for the Zone 2.5 Water Supply Improvements Project and Authorize the Mayor to Sign the Documents

COUNCIL ACTION

CONSIDERATION OF ADDENDUM NO. 4 TO THE AGREEMENT FOR PROFESSIONAL SERVICES – NORTH PROSSER WATER SYSTEM IMPROVEMENTS PROJECT, BETWEEN THE CITY OF PROSSER AND HLA, INC., IN AN AMOUNT NOT TO EXCEED \$40,000, AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENTS

A motion was made by Council Member Everett, seconded by Council Member Becken to approve Addendum No. 4 to the Agreement for Professional Services – North Prosser Water System Improvements Project, between the City of Prosser and HLA, Inc., in an amount not to exceed \$40,000, and authorize the Mayor to sign the documents. Motion passed 7 YES, 0 NO, 0 ABSENT.

CONSIDERATION OF ORDINANCE NO. 14-2904 APPROVING A LOCAL AGENCY AGREEMENT WITH WSDOT FOR THE DESIGN OF THE 7TH STREET ADA SIDEWALK RAMP IMPROVEMENTS; ESTABLISH THE 7TH STREET ADA SIDEWALK IMPROVEMENTS FUND (303); AND AMEND THE 2014 BUDGET

A motion was made by Council Member Taylor, seconded by Council Member Everett to adopt Ordinance No. 14-2904 approving a Local Agency Agreement with WSDOT for the design of the 7th Street ADA Sidewalk Ramp Improvements; establish the 7th Street ADA Sidewalk Improvements Fund (303); and amend the 2014 Budget. Motion passed 7 YES, 0 NO, 0 ABSENT.

CONSIDERATION OF ORDINANCE NO. 14-2905 APPROVING A LOCAL AGENCY AGREEMENT WITH WSDOT FOR THE DESIGN OF THE OIE PHASE 2 IMPROVEMENT PROJECT; CREATE THE OIE PHASE 2 IMPROVEMENT FUND (304); AND AMEND THE 2014 BUDGET

A motion was made by Council Member Taylor, seconded by Council Member Everett to adopt Ordinance No. 14-2905 approving a Local Agency Agreement with WSDOT for the design of the OIE Phase 2 Improvement Project; create the OIE Phase 2 Improvement Fund (304); and amend the 2014 Budget. Motion passed 7 YES, 0 NO, 0 ABSENT.

CONSIDERATION OF ORDINANCE NO. 14-2906 CREATING PROJECT FUND (105) AND AMENDING THE 2014 BUDGET

A motion was made by Council Member Taylor, seconded by Council Member Everett to adopt Ordinance No. 14-2906 creating Project Fund (105) and amending the 2014 Budget. Motion passed 7 YES, 0 NO, 0 ABSENT.

CONSIDERATION OF ORDINANCE AMENDING THE 2014 BUDGET FOR VARIOUS FUNDS

A motion was made by Council Member Taylor, seconded by Council Member Becken to adopt Ordinance No. 14-2907 amending the 2014 Budget for various funds. Motion passed 7 YES, 0 NO, 0 ABSENT.

PUBLIC HEARING

At 7:45 p.m., Mayor Warden recessed the Regular Meeting of the Prosser City Council to conduct a Public Hearing regarding 2015 Revenue Sources. Mayor Warden called for public comment. With none being offered, Mayor Warden closed the Public Hearing and reconvened the Regular Meeting of the Prosser City Council at 7:45 p.m.

COUNCIL DISCUSSION

2015 Revenue Sources

Finance Manager Mauras provided an overview of the 2015 Budget and discussed the revenue sources, sales tax by quarter, and a potential 1% property tax increase.

ADD ON ITEMS

EXECUTIVE SESSION

At 8:00 p.m., Mayor Warden recessed the Regular Meeting of the Prosser City Council to conduct an Executive Session pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. The Executive Session was expected to last for 10 minutes and was to include Mayor and Council Members, City Clerk, Finance Director, City Planner, and City Attorney.

At 8:10 p.m., Mayor Warden reconvened the Regular Meeting of the Prosser City Council and stated no action occurred.

AGREEMENT WITH TELQUIST ZIOBRO MCMILLEN CLARE, PLLC

A motion was made by Council Member Taylor, seconded by Council Member Everett to approve the Fees and Payment Arrangement Agreement between the City of Prosser and Telquist Ziobro McMillen Clare, PLLC, to provide legal services and authorize the City Attorney to sign the agreement. Motion passed 6 YES, 1 NO (Hamilton), 0 ABSENT.

ADJOURNMENT

There being no further business before the City Council at this time, the Regular Meeting of the Prosser City Council was adjourned at 8:15 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Approval of Ordinance increasing Water Revenue by 4%.		<u>Meeting Date:</u> November 25, 2014 Regular Meeting	
<u>Department:</u> Finance	<u>Director:</u> Regina Mauras	<u>Contact Person:</u> Toni Yost	<u>Phone Number:</u> (509) 786-2332
<u>Cost of Proposal:</u> \$75,745		<u>Account Number:</u> 343-41-00	
<u>Amount Budgeted:</u> Will increase water revenue by 4% and is included in the 2015 Proposed Budget		<u>Name and Fund#</u> (403) Water Fund	
<u>Reviewed by Finance Department:</u> 			
<u>Attachments to Agenda Packet Item:</u>			
<ol style="list-style-type: none"> 1. Ordinance increasing water revenue by 4% 2. Ordinance increasing the base fee for bulk water by 8.7% 			
<u>Summary Statement:</u>			
<p>At the November 4th Council Meeting, Council directed staff to prepare a number of ordinances increasing utility rates as necessary to meet the city's current operating expenses to deliver utility services to its customers. Council reached a consensus that the city should increase water rates so that overall revenue would increase by 4%. Council further directed that only in the base rate should be increased. In order to achieve a 4% increase to revenue, the base rate has to be increased by 8.7%. The attached ordinance increases the base rate (meter rental or readiness to serve charge) by 8.7% by making the following rate changes:</p>			
Within City Limits:			
Meter size (inches)	2014 Rate	X 1.087	New Rate
5/8 & 3/4	\$ 21.65		\$23.53
1	\$ 38.93		\$ 42.32
1-1/2	\$ 86.47		\$ 93.99
2	\$ 154.04		\$ 167.44
3	\$ 345.88		\$ 375.97
4	\$ 604.94		\$ 657.57
6	\$ 1,383.52	\$ 1,503.89	

Outside City Limits:

Meter size (inches)	2013 Rate		New Rate
5/8 & 3/4	\$ 32.48	X 1.091	\$ 35.31
1	\$ 58.39		\$ 63.47
1-1/2	\$ 130.23		\$ 141.56
2	\$ 231.05		\$ 251.15
3	\$ 518.12		\$ 563.20
4	\$ 907.41		\$ 986.35
6	\$ 2,075.27		\$ 2,255.82

The second ordinance increases the base rate for bulk water by 8.7% as follows:
 $\$58.83$ (2014 rate) $\times 1.087 = \$63.95$ (new rate rounded to 2nd decimal).

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

1. Approve Ordinance No. 14- _____ increasing water revenue by 4% and setting rates for this purpose.
2. Approve Ordinance No. 14 - _____ increasing the rates for bulk water by 8.7%.

Reviewed by Department Director:

Regina Mauras

Date: 11-21-2014

Today's Date:

November 18, 2014

Reviewed by City Attorney:



Date:

11/19/14

Revision Number/Date:

Approved by Mayor:



Date:

11-21-14

File Name and Path:

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE AMENDING SECTION 4 OF ORDINANCE NUMBER 13-2853, SECTION 1 OF ORDINANCE NUMBER 2831; AMENDING SECTION 4 OF ORDINANCE NUMBER 2791, AMENDING SECTION 39 OF ORDINANCE NUMBER 2752, AND AMENDING THOSE PORTIONS OF AMENDING SECTION 1 OF ORDINANCE NUMBER 2712, SECTION 4 OF ORDINANCE NUMBER 2704, SECTION 4 OF ORDINANCE NUMBER 2637, SECTION 4 OF ORDINANCE NUMBER 2604, SECTION 1 OF ORDINANCE NUMBER 2431, SECTION 1 OF ORDINANCE NUMBER 2361, SECTION 1 OF ORDINANCE NUMBER 2299, SECTION 1 OF ORDINANCE NUMBER 2173, SECTION 1 OF ORDINANCE NUMBER 2044, SECTION 1 OF ORDINANCE NUMBER 1988, SECTION 1 OF ORDINANCE NUMBER 1966, SECTION 1 OF ORDINANCE NUMBER 1954, SECTION 1 OF ORDINANCE NUMBER 1849, SECTION 1 OF ORDINANCE NUMBER 1737, SECTION 1 OF ORDINANCE NUMBER 1678, SECTION 1 OF ORDINANCE NUMBER 1569, SECTION 1 OF ORDINANCE NUMBER 1565, SECTIONS 1, 2, 3, 4, 5, AND 6 OF ORDINANCE NUMBER 1561, SECTIONS 1, 2, 3, 4, AND 5 OF ORDINANCE NUMBER 1455, SECTION 1 OF ORDINANCE NUMBER 1414, SECTIONS 1, 2, 3, 4, AND 5 OF ORDINANCE NUMBER 1300, SECTION 2 OF ORDINANCE NUMBER 1189, SECTION 2 OF ORDINANCE NUMBER 1161, SECTION 1 OF ORDINANCE NUMBER 1056, SECTION 1 OF ORDINANCE NUMBER 996, SECTION 1 OF ORDINANCE NUMBER 994, SECTION 1 OF ORDINANCE NUMBER 952, SECTION 1 OF ORDINANCE NUMBER 905, SECTION 1 OF ORDINANCE NUMBER 886, SECTION 1 OF ORDINANCE NUMBER 705, SECTION 1 OF ORDINANCE NUMBER 558, SECTION 1 OF ORDINANCE NUMBER 539, WHICH ENACTED PROSSER MUNICIPAL CODE SECTION 13.12.010 (WHICH HAS BEEN RECODIFIED AS SECTION 13.10.380) AND AMENDING PROSSER MUNICIPAL CODE SECTION 13.10.380 BY INCREASING THE METER RENTAL OR READINESS TO SERVE CHARGE BY 8.7% WHICH WILL INCREASE OVERALL WATER REVENUE BY APPROXIMATELY 4% IN THE AMOUNTS AS STATED IN THE ORDINANCE. 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 HEREBY ORDAIN AS FOLLOWS:

Section 1. The City has not increased its water rates since the passage of Ordinance Number 13-2853.

Section 2. The City's Engineering Firm has reported to the City Council that the City needs to increase the water rates in order to offset expenses.

Section 3. It is in the best interest and in the general welfare of the citizens and water uses of the City that water rates be increased to offset expenses.

Section 4. Section 4 of Ordinance Number 13-2853, Section 1 of Ordinance Number 2831; Section 4 of Ordinance Number 2791, and Section 39 of Ordinance Number 2752, and those portions of Section 1 of Ordinance 2712, Section 4 of Ordinance Number 2704, Section 4 of Ordinance Number 2637, Section 4 of Ordinance Number 2604, Section 1 of Ordinance Number 2431, Section 1 of Ordinance Number 2361, Section 1 of Ordinance Number 2299, Section 1 of Ordinance Number 2173, Section 1 of Ordinance Number 2044, Section 1 of Ordinance Number 1988, Section 1 of Ordinance Number 1966, Section 1 of Ordinance Number 1954, Section 1 of Ordinance Number 1849, Section 1 of Ordinance Number 1737, Section 1 of Ordinance Number 1678, Section 1 of Ordinance Number 1569, Section 1 of Ordinance Number 1565, Sections 1, 2, 3, 4, 5, And 6 of Ordinance Number 1561, Sections 1, 2, 3, 4, and 5 of Ordinance Number 1455, Section 1 of Ordinance Number 1414, Sections 1, 2, 3, 4, and 5 of Ordinance Number 1300, Section 2 of Ordinance Number 1189, Section 2 of Ordinance Number 1161, Section 1 of Ordinance Number 1056, Section 1 of Ordinance Number 996, Section 1 of Ordinance Number 994, Section 1 of Ordinance Number 952, Section 1 of Ordinance Number 905, Section 1 of Ordinance Number 886, Section 1 of Ordinance Number 705, Section 1 of Ordinance Number 558, Section 1 of Ordinance Number 539, which enacted Prosser Municipal Code Section 13.12.010 (which has been recodified as Section 13.10.380) and amending Prosser Municipal Code Section 13.10.380 are all hereby amended to read as follows:

13.10.380 Established - Schedule - Meter Rental or Readiness-To-Serve Charges.

The following rates and regulations are established for fixing, regulating, and controlling the use and price of water supplied by the Water Department of the City:

A. Rate Schedule Within the City Limits:

1. The rates for water served from the City water system shall be as follows:

a. Meter Rental or Readiness-To-Serve Charge:

Meter Size (In Inches)	Monthly Rental Charge
5/8 and 3/4	\$23.53
1	\$42.32
1 1/2	\$93.99
2	\$167.44
3	\$375.97
4	\$657.57

6	\$1,503.89
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b. The meter rental or readiness-to-serve charge shall include the first 400 cubic feet of water usage per month. All water usage above 400 cubic feet per month shall be charged at the rates listed below per each additional 100 cubic feet of water usage per month.

Rate per Each Additional 100 CF	\$1.65
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2. Low-Income Senior Citizens and Low-Income Disabled Citizens Rates. Residential properties, to the extent of their occupancy by low-income senior citizens or low-income disabled citizens, as defined below, shall pay fifty percent of the monthly meter rental charge, plus water usage.

a. A low-income senior citizen is an individual who:

i. Is sixty-one years of age or older on or before January 31st of the year of filing of the application for exemption; and

ii. Has a "combined disposable income" as defined in RCW 84.36.383(4), (5) and (6) and assets, exclusive of one vehicle and the residence for which the application for exemption is made, of less than eighteen thousand dollars; and

iii. Shall file an application for exemption with the city finance director. The city finance director shall require that the applicant provide documentation supporting the exemption.

b. A low-income disabled citizen is an individual who:

i. Is retired from regular, gainful employment by reason of a physical disability; and

ii. Meets the requirements of subsection (A)(2)(a)(ii) and (iii) of this section.

c. Applications for utility rate discounts as described above shall be applied for annually prior to March 31st. Any filing of a valid application after March 31st shall apply only to any utility statement mailed after the date of filing and shall not be retroactive to the preceding March 31st.

B. Rate Schedule Outside the City Limits.

1. The rates for water served from the City water system shall be as follows:

a. Meter Rental or Readiness-To-Serve Charge.

Meter Size (In Inches)	Monthly Rental Charge
5/8 and 3/4	\$35.31
1	\$63.47
1 1/2	\$141.56
2	\$251.15
3	\$563.20
4	\$986.35
6	\$2,255.82

b. The meter rental or readiness-to-serve charge shall include the first 400 cubic feet of water usage per month. All water usage above 400 cubic feet per month shall be charged at the rates listed below per each additional 100 cubic feet of water usage per month.

Rate per Each Additional 100 CF	\$2.45
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Section 5. 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 6. This Ordinance shall become effective the latter of December 19, 2014, or five days after passage and publication of an approved summary thereof consisting of the title whichever is later.

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

Mayor Paul Warden

Attest:

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 AMENDING SECTION 4 OF ORDINANCE NUMBER 13-2853, SECTION 1 OF ORDINANCE NUMBER 2831; AMENDING SECTION 4 OF ORDINANCE NUMBER 2791, AMENDING SECTION 39 OF ORDINANCE NUMBER 2752, AND AMENDING THOSE PORTIONS OF AMENDING SECTION 1 OF ORDINANCE NUMBER 2712, SECTION 4 OF ORDINANCE NUMBER 2704, SECTION 4 OF ORDINANCE NUMBER 2637, SECTION 4 OF ORDINANCE NUMBER 2604, SECTION 1 OF ORDINANCE NUMBER 2431, SECTION 1 OF ORDINANCE NUMBER 2361, SECTION 1 OF ORDINANCE NUMBER 2299, SECTION 1 OF ORDINANCE NUMBER 2173, SECTION 1 OF ORDINANCE NUMBER 2044, SECTION 1 OF ORDINANCE NUMBER 1988, SECTION 1 OF ORDINANCE NUMBER 1966, SECTION 1 OF ORDINANCE NUMBER 1954, SECTION 1 OF ORDINANCE NUMBER 1849, SECTION 1 OF ORDINANCE NUMBER 1737, SECTION 1 OF ORDINANCE NUMBER 1678, SECTION 1 OF ORDINANCE NUMBER 1569, SECTION 1 OF ORDINANCE NUMBER 1565, SECTIONS 1, 2, 3, 4, 5, AND 6 OF ORDINANCE NUMBER 1561, SECTIONS 1, 2, 3, 4, AND 5 OF ORDINANCE NUMBER 1455, SECTION 1 OF ORDINANCE NUMBER 1414, SECTIONS 1, 2, 3, 4, AND 5 OF ORDINANCE NUMBER 1300, SECTION 2 OF ORDINANCE NUMBER 1189, SECTION 2 OF ORDINANCE NUMBER 1161, SECTION 1 OF ORDINANCE NUMBER 1056, SECTION 1 OF ORDINANCE NUMBER 996, SECTION 1 OF ORDINANCE NUMBER 994, SECTION 1 OF ORDINANCE NUMBER 952, SECTION 1 OF ORDINANCE NUMBER 905, SECTION 1 OF ORDINANCE NUMBER 886, SECTION 1 OF ORDINANCE NUMBER 705, SECTION 1 OF ORDINANCE NUMBER 558, SECTION 1 OF ORDINANCE NUMBER 539, WHICH ENACTED PROSSER MUNICIPAL CODE SECTION 13.12.010 (WHICH HAS BEEN RECODIFIED AS SECTION 13.10.380) AND AMENDING PROSSER MUNICIPAL CODE SECTION 13.10.380 BY INCREASING THE METER RENTAL OR READINESS TO SERVE CHARGE BY 8.7% WHICH WILL INCREASE OVERALL WATER REVENUE BY APPROXIMATELY 4% IN THE AMOUNTS AS STATED IN THE ORDINANCE. 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. 14-_____

AN ORDINANCE AMENDING SECTION ONE OF ORDINANCE 11-2755, SECTION FIVE OF ORDINANCE NUMBER 12-2792, SECTION FIVE OF ORDINANCE NUMBER 13-2854, AND SECTION ONE OF ORDINANCE 14-2895 TO INCREASE THE BASE FEE FOR BULK WATER BY 8.7% PURSUANT TO PROSSER MUNICIPAL CODE SECTION 13.10.400 AND MAKING THE PROVISIONS OF THE ORDINANCE SEVERABLE FROM ONE ANOTHER AND SETTING FORTH THE EFFECTIVE DATE OF THE ORDINANCE.

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

Section 1. It is in the best interest and in the general welfare of the citizens and irrigation water uses of the City that water rates be increased to offset expenses.

Section 2. The City has not increased its bulk water rate since the passage of Ordinance Number 2854.

Section 3. The City's Engineering Firm has reported to the City Council that the City needs to increase the water rates in order to offset expenses.

Section 4. The City Council finds that passage of this Ordinance is in the interest of the public health, safety, and general welfare of the residents of the City.

Section 5. Section 1 of Ordinance 11-2755, Section 5 of Ordinance Number 12-2792, Section 5 of Ordinance Number 13-2854, and Section 1 of Ordinance 14-2895 are hereby amended to read as follows:

The following fee schedule is hereby established for utility services in accordance with Prosser Municipal Code Chapter 13.10 and the City Clerk shall add such fees to the City's fees schedule:

Service and Code Reference	Fee
Late Penalty: 13.10.150 (C)	5% or \$100 whichever is less
Service Penalty: 13.10.150 (E)	\$25
Disconnection Fee: 13.10.160; 13.10.180; 13.10.190(B) (6)	\$50
Penalty Fee: 13.10.160	\$100

Surcharge Fee: 13.10.170	\$20																								
Reconnect Fee: 13.10.180; 13.10.190(B) (6)	\$25																								
Deferral Agreement Fee: 13.10.210	\$5 per month.																								
Encroachment Permit Fee: 13.10.240 (B) and 13.10.410 (B)	\$50 (if no inspection is required) \$75 (if inspection is required)																								
Private Water System Fee: 13.10.250 (A)	As per plumbing permit																								
Private Water System Improvement Fee: 13.10.250 (C)	As per plumbing permit																								
Variance Filing Fee: 13.10.300 (B) and 13.10.460 and 13.10.310 (D)	\$500																								
Basic Installation and Inspection Fee for Water Meters. 13.10.370:	<table border="1"> <thead> <tr> <th>Size of Meter</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>¾ and 5/8"</td> <td>\$ 454.99</td> </tr> <tr> <td>1"</td> <td>\$ 558.09</td> </tr> <tr> <td>1.5"</td> <td>\$ 790.28</td> </tr> <tr> <td>2"</td> <td>\$ 1,870.27</td> </tr> <tr> <td>3"</td> <td>\$ 1,286.40</td> </tr> <tr> <td>4"</td> <td>\$ 1,739.10</td> </tr> <tr> <td>6"</td> <td>\$ 3,622.54</td> </tr> <tr> <td>2" compound</td> <td>\$ 3,199.77</td> </tr> <tr> <td>3" compound</td> <td>\$ 2,505.00</td> </tr> <tr> <td>4" compound</td> <td>\$ 3,733.77</td> </tr> <tr> <td>6" compound</td> <td>\$ 5,092.50</td> </tr> </tbody> </table>	Size of Meter	Fee	¾ and 5/8"	\$ 454.99	1"	\$ 558.09	1.5"	\$ 790.28	2"	\$ 1,870.27	3"	\$ 1,286.40	4"	\$ 1,739.10	6"	\$ 3,622.54	2" compound	\$ 3,199.77	3" compound	\$ 2,505.00	4" compound	\$ 3,733.77	6" compound	\$ 5,092.50
Size of Meter	Fee																								
¾ and 5/8"	\$ 454.99																								
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6" compound	\$ 5,092.50																								
Stand pipe water charge: 13.10.390	\$35																								
Bulk Water Application Fee: 13.10.400 (A)	\$25																								
Sewer Inspection Fee. 13.10.410	\$252.80																								
Bulk Water Deposit: 13.10.400 (B)	\$150																								

Bulk Base Fee: 13.10.400 (C)	\$63.95
Bulk Water Consumption Fee: 13.10.400 (C)	\$1.65 per hundred cubic feet
Cross Connection Inspection Fee: 13.10.480	\$20

All charges, fees, and penalties provided for in Ordinance 14-2895 shall continue to apply for all charges, fees, and penalties, incurred by any customer; prior to the effective date of this ordinance.

Section 6. 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.

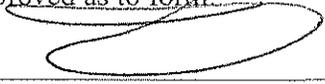
Section 7. This Ordinance shall become effective the latter of December 19, 2014, or 5 days after passage and publication as provided for by law, whichever is later.

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 AMENDING SECTION ONE OF ORDINANCE 11-2755, SECTION FIVE OF ORDINANCE NUMBER 12-2792, SECTION FIVE OF ORDINANCE NUMBER 13-2854, AND SECTION ONE OF ORDINANCE 14-2895 TO INCREASE THE BASE FEE FOR BULK WATER BY 8.7% PURSUANT TO PROSSER MUNICIPAL CODE SECTION 13.10.400 AND MAKING THE PROVISIONS OF THE ORDINANCE SEVERABLE FROM ONE ANOTHER AND SETTING FORTH THE EFFECTIVE DATE OF THE ORDINANCE.

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> Approval of Ordinance increasing Sewer Revenue by 4.5%.		<u>Meeting Date:</u> November 25, 2014 Regular Meeting	
<u>Department:</u> Finance	<u>Director:</u> Regina Mauras	<u>Contact Person:</u> Toni Yost	<u>Phone Number:</u> (509) 786-2332
<u>Cost of Proposal:</u> \$83,612		<u>Account Number:</u> 343-60-00	
<u>Amount Budgeted:</u> Will increase sewer revenue by 4.5% and is included in the 2015 Proposed Budget		<u>Name and Fund#</u> (407) Sewer Fund	
<u>Reviewed by Finance Department:</u> <i>Yost</i>			
<u>Attachments to Agenda Packet Item:</u> 1. Ordinance increasing sewer revenue by 4.5%			
<u>Summary Statement:</u> On the November 4 th Council Meeting, Council directed staff to prepare a number of ordinances increasing utility rates as necessary to meet the city's current operating expenses to deliver utility services to its customers. Council reached a consensus that the city should increase sewer rates so that overall revenue would increase by 4.5%. Council further directed that only in the consumption rate should be increased. In order to achieve a 4.5% increase to revenue, the consumption rate has to be increased by 17.6% (industrial user fees were increased by 4.5%). The attached ordinance increases the consumption rate by 17.6% and increases industrial user rates by 4.5% by making the following rate changes: Consumption Charge: \$ 2.44 (2014 Rate) x 1.176 = \$2.87(new rate rounded to 2 digits) Un-established average consumption = \$42.56			

Industrial User Fees: (New Rate rounded to 4 digits)

Item	2014 Rate		New Rate
Per 1,000 gallons of wastewater discharged	\$3.0815	X 1.045	\$3.2201
Per pound of BOD discharged	\$ 0.3146		\$ 0.3287
Per pound of TSS discharged	\$ 0.4049		\$ 0.4231
Per pound of ammonia (NH3) discharged	\$ 11.6049		\$ 12.1271

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

Approve Ordinance No. 14- _____ increasing sewer revenue by 4.5% and setting rates for this purpose.

Reviewed by Department Director:

Regina Nunnas

Date: 11-21-2014

Today's Date:

November 18, 2014

Reviewed by City Attorney:



Date: 11/19/14

Revision Number/Date:

Approved by Mayor:



Date: 11-21-14

File Name and Path:

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE INCREASING SEWER REVENUE BY 4.5% BY ADJUSTING THE CONSUMPTION CHARGE BY 17.5% (AMENDING INDUSTRIAL USER RATES BY 4.5%) BY AMENDING PROSSER MUNICIPAL CODE SECTION 13.10.420 AND BY AMENDING SECTION 1 OF ORDINANCE NUMBER 14-2875, SECTION 1 OF ORDINANCE 14-2864, SECTION 5 OF ORDINANCE NUMBER 13-2855, SECTION 5 OF ORDINANCE NUMBER 12-2793, SECTION 43 OF ORDINANCE NUMBER 11-2752 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. The City has not increased its sewer rates since the passage of Ordinance Number 2855.

Section 2. The City's Engineering Firm has reported to the City Council that the City needs to increase the sewer rates in order to offset expenses.

Section 3. It is in the best interest and in the general welfare of the citizens and water uses of the City that sewer rates be increased to offset expenses.

Section 4. The City Council finds that passage of this Ordinance is in the interest of the public health, safety, and general welfare of the residents of the City.

Section 5. Prosser Municipal Code Section 13.10.420 and Section 1 of Ordinance Number 14-2875, Section 1 of Ordinance 14-2864, Section 5 of Ordinance Number 13-2855, Section 5 of Ordinance Number 12-2793, Section 43 of Ordinance Number 11-2752, 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 \$2.87 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 \$2.87 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. Applications for this election described above shall be filed with the Finance Director annually prior to March 1. Any application for this election filed with the Finance Director on or after March 1, of any year shall only be applied to utility statements mailed after the date of the filing of the application with the Finance Director; 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. Applications for this election described above shall be filed with the Finance Director annually prior to March 1. Any application for this election filed with the Finance Director on or after March 1, of any year shall only be applied to utility statements mailed after the date of the filing of the application with the Finance Director; 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 \$3.17 per employee. The minimum monthly charge shall be no less than \$44.48 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:

\$3.2202 per 1,000 gallons of wastewater discharged;
\$0.03288 per pound of BOD discharged;
\$0.4231 per pound of TSS discharged; and
\$12.1271 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 6. 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 7. This ordinance shall take effect December 19, 2014, or 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 INCREASING SEWER REVENUE BY 4.5% BY ADJUSTING THE CONSUMPTION CHARGE BY 17.5% (AMENDING INDUSTRIAL USER RATES BY 4.5%) BY AMENDING PROSSER MUNICIPAL CODE SECTION 13.10.420 AND BY AMENDING SECTION 1 OF ORDINANCE NUMBER 14-2875, SECTION 1 OF ORDINANCE 14-2864, SECTION 5 OF ORDINANCE NUMBER 13-2855, SECTION 5 OF ORDINANCE NUMBER 12-2793, SECTION 43 OF ORDINANCE NUMBER 11-2752 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

2015 Budget Summary of Council Discussion

This memo summarizes information discussed and direction given by the City Council at previous budget workshops and lays out remaining decision points still needed for the 2015 Budget.

The 2015 Proposed Budget was presented to Council. There were no public comments on October 7th, 14th, 28th November 4th or the 18th in regards to the 2015 Proposed Budget.

Status as of November 18th

General Fund

- **Property Tax:**
 - Final Property Tax Assessment has been received indicating that an additional \$35,096 will be received in Property Tax Revenues.
 - **Budget Impact/Status:**
 - An increase of \$35,096 in revenues will be included in the 2015 Adopted Budget.
 - There will be a one-time only transfer of these funds to the Street Fund for the tree and sidewalk maintenance project at the O.I.E. and Wamba Rd. intersection.

- **Legislative:**
 - Proposed 2015 includes the hiring of a new City Administrator with a start date of November 1st.
 - Several Council members voiced that a start date should be in January of 2016 in order for the City Administrator's start date to coincide with the election of a new mayor.
 - The City Administrator Position needs to be moved to "Executive".
 - **Budget Impact/Status:**
 - Council agreed to NOT fund this position until 2016.



City of Prosser

2015 Budget Summary of Council Discussion

- **Non-Union Staff:**

- A comprehensive Salary Study was completed earlier in the year which indicated that four (4) positions salary structure is under-funded.
- A 10% increase was put forth for the 2015 Proposed Budget, which would put these positions closer to the mid-range of this study.
- There was continued discussion about the % of increase.
 - Per Council discussion enough support for a 10% Rate increase was incorporated in the 2015 Proposed Budget. This adjustment is based on 2014 Salary Studies and brings these positions closer to the mid-range of the study.
 - A 2% COLA increase was incorporated in the 2015 Proposed Budget, separately, and for all employees. The COLA will maintain employees wage adjustment into 2015.
 - Discussion indicated that Council preferred that 2% be incorporated into the 10% increase.

- **Budget Impact/Status:**

- Council decided to leave this item in the 2015 budget.
- Council expressed a desire to reduce the 10% Salary increase to 8%, keeping the 2% COLA intact. This will decrease expenditures for Salaries and Benefits by \$6,168 for 2015.

- **Transfer to Street Funds:**

- Question was raised on the dire condition of the Street Fund.
 - In the Department Manager Budget a request was made for a one-time only transfer to the Street Fund to assist with 1-time only expenditures.
 - There was conversation in regards to transferring funds from the General Fund to the Street Fund. As follows:
 - \$35,000 from General Fund Operating Budget (Additional Funding from Property Taxes) to be used for tree removal and sidewalk maintenance project at O.I.E. and Wamba Rd. intersection.
 - \$50,000 from General Fund Operating Fund Balance to be used for Yakima Avenue Road Repair (\$25,000) and Luther Lane Road Repair (\$25,000).
- **Budget Impact/Status:**
 - Council agreed to amend the Proposed Budget to include a one-time only transfer to the Street Fund for \$85,000.



City of Prosser

2015 Budget Summary of Council Discussion

Criminal Justice Fund

- **Police Facility Property:**
 - An approved purchase of property for a new police facility will be finalized in early 2015.
 - **Budget Impact/Status:**
 - An expenditure of \$150,000 will be included in the 2015 Adopted Budget.

- **Police Investigation Reserve Fund:**
 - This fund has not been used for many years.
 - These funds are to be moved to the Criminal Justice Fund and this fund closed.
 - **Budget Impact/Status:**
 - A transfer from the Police Investigation Fund to Criminal Justice Funds for \$45,000 closing Fund 147.

- **Drug Enforcement Reserve Fund:**
 - This fund has not been used for many years.
 - These funds are to be moved to the Criminal Justice Fund and this fund closed.
 - **Budget Impact/Status:**
 - A transfer from the Drug Enforcement Reserve Fund to Criminal Justice Funds for \$13,000 closing Fund 146.



City of Prosser

2015 Budget

Summary of Council Discussion

Street Fund

- **Property Tax:**
 - Final Property Tax Assessment has been received on Oct.27, 2014 indicating that an additional \$13,649 will be received in Property Tax Revenues.
 - **Budget Impact/Status:**
 - An increase of \$13,649 in revenues will be included in the 2015 Adopted Budget.

- **Transfer from General Fund:**
 - A one-time only transfer from the General Fund of \$35,000 for O.I.E. and Wamba Road (Additional Funding to come from property owners)
 - A one-time only transfer from the General Fund of \$50,000 for Repairs to Yakima Avenue (\$25,000) and Luther Lane (\$25,000)
 - **Budget Impact/Status:**
 - An increase of \$85,000 in revenues will be included in the 2015 Adopted Budget.
 - An increase of \$35,000 in expenditures will be included for tree removal.
 - An increase of \$50,000 in expenditures will be included for road repairs.

Water Fund

- **Water Rates:**
 - Proposed 2015 Budget includes a 4% Rate Increase.
 - **Status:**
 - Council Decided on the “Rate Structure” in the chart below.

- **Irrigation:**
 - Question was raised about why the irrigation rates are being increased.
 - Council members expressed concern that there is now “Surplus” funds from Irrigation Services. Council and staff discussed smaller or no increases and establishing a reserve fund for possible improvements and expansion of system to more paying users with current and future smaller surpluses.
 - **Status:**
 - Irrigation Rate Increase will be removed from the 2015 Proposed Budget. Reducing Revenues by \$13,980.
 - An Irrigation Reserve will be set up through the Budget Cycle transferring \$69,740, (the accumulated Surplus as of year ended 2013 and the anticipated accumulation of 2014) from the Water Operating Fund Balance.



City of Prosser

2015 Budget Summary of Council Discussion

Sewer Fund

- **Sewer Rates:**
 - Proposed 2015 Budget includes a 4.5% Rate Increase to cover additional personnel and needed equipment.
 - **Status:**
 - Council decided on the “Rate Structure” in the chart below.

Garbage Fund

- **Garbage Rates:**
 - Council does not want a rate increase in Garbage Rates to Customers
 - **Budget Impact/Status:**
 - Garbage Rate Increase will be removed from the 2015 Proposed Budget. Reducing Revenues by \$13,042.
 - 1) Mayor Warden informed Council that he and staff had looked at alternate ways of reducing the impact on rate payers and to start slowly drawing down the surplus in the Garbage Fund

Utility	Residential	ELI	Office	Restaurant	Winery	Industry
Water (4%)	\$ 1.88	\$.094	\$1.88	\$7.52	\$52.63	\$120.37
Sewer (4.5%)	\$2.58	\$1.29	\$0.86	\$6.88	\$32.68	\$685.43
Irrigation (0.0%)	0	0	0	0	0	0
1) Garbage (0.0%)	0	0	0	0	0	0

No other concerns were brought up by council at this meeting.

Regina Mauras, Finance Director

CITY OF PROSSER
2015 - ADJUSTMENTS MADE TO PROPOSED BUDGET
GENERAL FUND

	Fund / Acct	Page #	Running Balance
2015 Proposed Budgeted Surplus		49	\$ 32,042
Remove City Administrator, Funding to start in 2016	001-511,513	53	24,744
Property Tax (Final Assessment)	001-311-10	50	35,096
Contracted ER Services (Fire)	001-522	62	(9,200)
Non-Union Staff Wage Increase (Reduce from 10% increase to 8% Incre	001-514,558	55,56,65	6,168
Library Remodel (not spent in 2014)	001-572-64	69	(15,000)
Insurance	001-xxx-46	Multi	(11,164)
Administration (Page 58)			(13,157)
Library (Page 69)			2,126
Parks (Page 71)			(369)
Pool (Page 70)			(454)
Senior Center (Page 67)			690
Street Fund Transfer from Operations	001-597	52	(35,000)
2015 Proposed Budget Surplus/Deficit with Council Changes			27,686
Street Fund Transfer from Fund Balance	001-597	52	(50,000)

**CITY OF PROSSER
2015 - ADJUSTMENTS MADE TO PROPOSED BUDGET
STREET FUND**

			<u>Fund / Acct</u>	<u>Page #</u>	<u>Running Balance</u>
2015 Proposed Budgeted Surplus / Deficit					541
Property Tax (Final Assessment)	001-311-10	50	102-311-10	74	13,649
Transfer from General Fund	001-311-10	50	102-397	74	85,000
Tree Removal - Village Park			102-542-70-41	77	(35,000)
Road Repairs - Yakima Avenue			102-542-30-31	77	(25,000)
Road Repairs - Luther Lane			102-542-30-31	77	(25,000)
Insurance			102-543-46	78	(2,436)
2015 Proposed Budget Surplus/Deficit with Amended Changes					11,754

CITY OF PROSSER
2015 - ADJUSTMENTS MADE TO PROPOSED BUDGET
WATER FUND

	Page #	Running Balance
2015 Proposed Budgeted Surplus / Deficit	81	\$ 24,650
Remove Irrigation Rate Increase	82	(13,980)
SVID Rate Increase	85	(4,500)
Insurance (Decrease in Premiums)	84	5,470
Insurance (Decrease in Premiums)	85	(328)
2015 Proposed Budget Surplus/Deficit with Amended Changes		\$ 11,312
Move Irrigation Aggregate Revenues/Expenditures to set up a IRRIGATION RESERVE ACCOUNT This will be moved out of Fund Balance and not Operating Activity	81	69,740

**CITY OF PROSSER
2015 - ADJUSTMENTS MADE TO PROPOSED BUDGET
SEWER BUDGET**

	Fund/Acct	Page #	Running Balance
2015 Proposed Budgeted Surplus / Deficit		88	\$54,145
Insurance		90	(23,475)
2015 Proposed Budget Surplus/Deficit with Amended Changes			\$30,670

**CITY OF PROSSER
2015 - ADJUSTMENTS MADE TO PROPOSED BUDGET
GARBAGE FUND**

	Fund / Acct	Page #	Running Balance
2015 Proposed Budgeted Surplus / Deficit		92	57,681
Insurance		94	(140)
Remove 1.6% Rate Increase		92/93	(13,042)
2015 Proposed Budget Surplus/Deficit with Amended Changes			44,499

CITY OF PROSSER		
2015 - Proposed Budget Amendments		
FUND 148	Page #	Running Balance
CRIMINAL JUSTICE FUND		
2015 Proposed Budgeted Surplus / Deficit	117	\$110,036
Purchase Police Facility Property	117	(\$150,000)
Transfer Funds from Police Invest. Fund	117	\$44,865
Transfer Funds from Drug Enforcement Fund	117	\$12,700
2015 Proposed Budget Surplus/Deficit with Amended Changes		17,601

CITY OF PROSSER		
2015 - Proposed Budget Amendments		
FUND 146	Page #	Running Balance
Drug Enforcement Fund		
2015 Proposed Budgeted Surplus / Deficit	115	\$12,700
Transfer Funds to Criminal Justice Funds	115	(\$12,700)
2015 Proposed Budget Surplus/Deficit with Amended Changes		-

CITY OF PROSSER		
2015 - Proposed Budget Amendments		
FUND 147	Page #	Running Balance
Police Investigation Funds		
2015 Proposed Budgeted Surplus / Deficit	116	\$44,865
Transfer Funds to Criminal Justice Funds	116	(\$44,865)
2015 Proposed Budget Surplus/Deficit with Amended Changes		-

CITY OF PROSSER		
2015 - Proposed Budget Amendments		
FUND XXX	Page #	Running Balance
IRRIGATION RESERVE FUND		
2015 Proposed Budgeted Surplus / Deficit	NWP	\$ -
To Set Up an Irrigation Reserve Account with surplus accumulative Irrigation Revenues over Expenditures To be used for future Irrigation Infrastructure		\$ 69,740
2015 Proposed Budget Surplus/Deficit with Amended Changes		\$ 69,740

CITY OF PROSSER		
2015 - Proposed Budget Amendments		
FUND 147	Page #	Running Balance
Police Investigation Funds		
2015 Proposed Budgeted Surplus / Deficit	116	\$44,913
Transfer Funds to Criminal Justice Funds	116	(\$44,913)
2015 Proposed Budget Surplus/Deficit with Amended Changes		-

CITY OF PROSSER		
2015 - Proposed Budget Amendments		
	Page #	Running Balance
FUND 606		
Library Memorial Fund		
2015 Proposed Budgeted Surplus / Deficit	NWP	12,088
Funds were to be spent in 2014.		
2015 Proposed Budget Surplus/Deficit with Amended Changes		\$ 12,088