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

CITY COUNCIL
REGULAR MEETING AGENDA
7:00 P.M.
TUESDAY, MARCH 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 Payroll Checks Nos. 600029 through 600031 in the Amount of $2,173.87, and Direct Deposits in the Amount of $11,733.58, for the Period Ending March 11, 2014 ..... ***Page 4***

b. Approve Payment of Claim Checks Nos. 10303 through 10370, in the Amount of $190,538.77 and Electronic Payments in the Amount of $24,233.65, for the Period Ending March 25, 2014..... ***Page 6***

c. Accept Monthly Report by Prosser Economic Development Association for the Month of February 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 ..... ***Page 17***

d. Adopt Resolution 14-_____ Approving the Interlocal Cooperation Agreement between the City of Prosser and Benton County for Aerial Photography and Orthophoto Mapping Project of Portions of Benton County, Including the Areas Lying Within the City of Prosser and its Urban Growth Area and Authorizing the Mayor of Sign to Sign the Agreement ..... ***Page 22***

e. Approve a Labor Agreement between the City of Prosser and Teamsters Local 839, Public Works Staff for the term of January 1, 2014, through December 31, 2016 ..... ***Page 31***

f. Approve a Letter of Understanding with Teamsters 839, Public Works regarding Standby Pay ..... ***Page 53***

The first Ordinance passed will be Ordinance 14-2876
The first Resolution passed will be Resolution 14-1447

g. Approve a Letter of Understanding with Teamsters 839, Public Works regarding the 4/10 Work Schedule ..... ***Page 55***

h. Approve a Subscription Agreement with Washington Teamsters Healthcare Trust for Teamsters 839, Public Works Employees ..... ***Page 56***

i. Approve an Agreement with Washington Conference of Teamsters Pension Trust for Teamsters 839, Public Works Employees ..... ***Page 59***

7. COUNCIL ACTION

a.) Approve Payment of Claim Check Nos. 10371 and 10372 in the Amount of $214.05 for the Period Ending March 25, 2014 ..... ***Page 61***

RECOMMENDATION: Move to approve payment of claim check nos. 10371 and 10372 in the Amount of $214.05 for the Period Ending March 25, 2014.

b.) Consideration of an Acceptance of Gift of Right-of-Way by Catholic Charities Housing Services Along the Southern Boundary of the Parcel Commonly Addressed as 480 North River Road, for Construction of a New Street ..... ***Page 63***

RECOMMENDATION: Accept the gift of Right-of-Way from Catholic Charities Housing Services contingent upon release of all security interests from the portion being gifted to the City.

c.) RESOLUTION 14-_____ Approving the Interlocal Cooperation Agreement for Bridge Inspection with Benton County and Authorize the Mayor to Sign the Agreement ..... ***Page 83***

RECOMMENDATION: Move to Adopt RESOLUTION 14-_____ Approving the Interlocal Cooperation Agreement for Bridge Inspection with Benton County and Authorize the Mayor to Sign the Agreement.

d.) RESOLUTION 14-_____ Approving the Interlocal Agreement Regarding Solid Waste Management between the City of Prosser and Benton County (Lead Agency) and Authorize the Mayor to Sign the Documents ..... ***Page 97***

RECOMMENDATION: Move to Adopt RESOLUTION 14-_____ Approving the Interlocal Agreement regarding Solid Waste Management between the City of Prosser and Benton County (Lead Agency) and authorize the Mayor to sign the documents.

e.) RESOLUTION 14-_____ Approving all Specifications, Plans, Estimates, Bid Documents, Contract Provisions, Prepared by Benton County Pursuant to

the Interlocal Agreement Executed on January 14, 2014, and Accepting the Lowest Qualified Bidder Granite Constructions Company Bid in the Total Amount of $1,172,000.00, of which the City's Portion is $74,312.00, and Authorizing the Mayor to Sign and Execute any Documents or Contracts, if any, Necessary for the 2014 Bituminous Surface Treatment Project ..... ***Page 108***

RECOMMENDATION: Move to adopt RESOLUTION 14-_____ approving all specifications, plans, estimates, bid documents, contract provisions, prepared by Benton County pursuant to the Interlocal Agreement executed on January 14, 2014, and accepting the lowest qualified bidder Granite Construction Company bid in the total amount of $1,172,000.00, of which the City's portion is $74,312.00, and authorizing the Mayor to sign and execute any documents or contracts, if any, necessary for the 2014 Bituminous Surface Treatment Project.

f.) ORDINANCE 14-_____ Allowing WATVs on Public Streets ..... ***Page 114***

RECOMMENDATION: Move to Adopt ORDINANCE 14-_____ allowing WATVs on Public Streets.

g.) ORDINANCE 14-_____ Decreasing the Imprest Funds of Petty Cash for the City of Prosser and Indentifying its Distribution ..... ***Page 122***

RECOMMENDATION: Move to Adopt ORDINANCE 14-_____ decreasing the Imprest funds of petty cash for the City of Prosser and indentifying its distribution.

h.) Review, Discuss and Potential Adoption of ORDINANCE 14-_____ Amending Prosser Municipal Code 2.95 Regarding the Use of Credit Cards..... ***Page 127***

RECOMMENDATION: Move to Adopt ORDINANCE 14-_____ Amending Prosser Municipal Code 2.95 regarding the use of credit cards.

i.) Approve Various Agreements which Allow for the Acceptance of Debit/Credit Cards and other Electronic Payments..... ***Page 135***

RECOMMENDATIONS: Move to approve the various agreements which allow for the acceptance of debit/credit cards and other electronic payments and authorize the Mayor to execute the agreements.

8. DISCUSSION ITEMS

9. ADD ON ITEMS

10. ADJOURNMENT

The first Ordinance passed will be Ordinance 14-2876
The first Resolution passed will be Resolution 14-1447

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of payroll check nos. 600029 through 600031 in the amount of $2,173.87 and direct deposits in the amount of $11,733.58 for the period ending March 11, 2014		**Meeting Date:** March 25, 2014 Regular Meeting	
Department: Finance	**Director:** Regina Mauras	**Contact Person:** Toni Yost	**Phone Number:** (509) 786-2332
Cost of Proposal: $13,907.45 **Amount Budgeted:** Various amounts in salaries, wages, and benefits.			**Account Number:** Various **Name and Fund#** Various

Reviewed by Finance Department:

R Mauras

Attachments to Agenda Packet Item:

1. Payroll Check Register

Summary Statement:

Payroll check nos. 600029 through 600031 in the amount of $2,173.87 and direct deposits in the amount of $11,733.58 for the period ending March 11, 2014.

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

Approve payment payroll check nos. 600029 through 600031 in the amount of $2,173.87 and direct deposits in the amount of $11,733.58 for the period ending March 11, 2014

Reviewed by Department Director: Regina Mauras Date: 3/11/2014	**Reviewed by City Attorney:** N/A Date:	**Approved by Mayor:** Paul Vanek Date: 3-21-14
Today's Date: March 11, 2014	**Revision Number/Date:**	**File Name and Path:**

CHECK REGISTER

City Of Prosser — Time: 14:47:48 Date: 03/11/2014
MCAG #: 0205 — 03/14/2014 To: 03/14/2014 — Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
536	03/14/2014	Payroll	1	EFT		138.52	March Draw
537	03/14/2014	Payroll	1	EFT		704.72	March Draw
538	03/14/2014	Payroll	1	EFT		1,015.85	March Draw
539	03/14/2014	Payroll	1	EFT		554.10	March Draw
540	03/14/2014	Payroll	1	EFT		1,617.98	March Draw
541	03/14/2014	Payroll	1	EFT		642.90	March Draw
545	03/14/2014	Payroll	1	EFT		554.10	March Draw
546	03/14/2014	Payroll	1	EFT		595.45	March Draw
547	03/14/2014	Payroll	1	EFT		1,371.50	March Draw
548	03/14/2014	Payroll	1	EFT		689.22	March Draw
549	03/14/2014	Payroll	1	EFT		1,545.63	March Draw
550	03/14/2014	Payroll	1	EFT		1,151.19	March Draw
551	03/14/2014	Payroll	1	EFT		1,152.42	March Draw
542	03/14/2014	Payroll	1	600029		411.75	March Draw
543	03/14/2014	Payroll	1	600030		1,155.67	March Draw
544	03/14/2014	Payroll	1	600031		606.45	March Draw

514 Financial, Recording & Elections	2,561.48	
521 Law Enforcement	4,699.25	
524 Protective Inspections	744.97	
580 Non Expeditures	-652.58	
001 General Fund	7,353.12	
534 Water Utilities	3,510.98	
403 Water Fund	3,510.98	
535 Sewer	1,238.35	
407 Sewer Fund	1,238.35	
	13,907.45	Payroll: 13,907.45

Signature

3/11/14
Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim check nos. 10303 through 10370, in the amount of $190,538.77 and Electronic Payments in the amount of $24,233.65 for the period ending March 25, 2014.		**Meeting Date:** March 25, 2014 Regular Meeting	
Department: Finance	**Director:** Regina Mauras	**Contact Person:** Toni Yost	**Phone Number:** (509) 786-2332
Cost of Proposal: $214,772.42 **Amount Budgeted:** See 2014 budget for each item listed.			**Account Number:** See Attached **Name and Fund#** See Attached

Reviewed by Finance Department:

Regina Mauras

Attachments to Agenda Packet Item:

1. Check Register # 10303 through 10370

Summary Statement:

Check Payments	Amount
10303 through 10370	$190,538.77
Electronic Payments	**Amount**
IRS Federal Taxes	$4,296.24
American West Bank	$112.29
Wa Dept of Licensing	$18.00
Department of Revenue	$12,362.94
Complete Merchant Solutions	$702.21
Modern Payments	$54.60
WA Trust Bank	$6,687.37

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

Recommended City Council Action/Suggested Motion:
Approve payment of 10303 through 10370, in the amount of $190,538.77 and Electronic Payments in the amount of $24,233.65 for the period ending March 25, 2014

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Reviewed by Department Director: Regina Mauras Date: 3-20-2014	**Reviewed by City Attorney:** N/A Date:	**Approved by Mayor:** Paul Worden Date: 3-21-14
Today's Date: March 20, 2014	**Revision Number/Date:**	**File Name and Path:**

CHECK REGISTER

City Of Prosser
MCAG #: 0205

Time: 15:22:14 Date: 03/11/2014
03/14/2014 To: 03/14/2014
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
552	03/14/2014	Payroll	1	EFT	IRS Federal Taxes	4,296.24	941 Deposit For 03/14/2014
553	03/14/2014	Payroll	1	10303	Kansas Payment Center	514.50	03/14/2014 To 03/14/2014 - Support Withholding
			514 Financial, Recording & Elections			221.85	
			521 Law Enforcement			558.83	
			524 Protective Inspections			65.03	
			580 Non Expeditures			3,480.55	
		001 General Fund				4,326.26	
			534 Water Utilities			323.83	
		403 Water Fund				323.83	
			535 Sewer			160.65	
		407 Sewer Fund				160.65	
						4,810.74	Payroll: 4,810.74

Signature

3/11/14
Date

CHECK REGISTER

City Of Prosser — Time: 08:42:33 Date: 03/20/2014
MCAG #: 0205 — 03/25/2014 To: 03/25/2014 — Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
563	**03/25/2014**	**Claims**	**1**	**EFT**	**American West Bank**	**112.29**	**Analysis Charge**
		001 - 514 23 49 000 - Miscellaneous				112.29	Analysis Charge
564	**03/25/2014**	**Claims**	**1**	**EFT**	**Complete Merchant Solutions**	**702.21**	**Credit Card Processing Fees**
		001 - 514 30 49 000 - Miscellaneous				21.07	Credit Card Processing Fees
		403 - 534 80 49 000 - Miscellaneous				168.53	Credit Card Processing Fees
		407 - 535 80 49 000 - Miscellaneous				168.53	Credit Card Processing Fees
		448 - 537 80 49 000 - Miscellaneous				175.55	Credit Card Processing Fees
		403 - 539 20 49 000 - Miscellaneous				168.53	Credit Card Processing Fees
565	**03/25/2014**	**Claims**	**1**	**EFT**	**DOR Electronic Payments**	**12,362.94**	**Excise Tax-Feb**
		001 - 514 30 44 000 - External Taxes				0.29	Excise Tax-Feb
		403 - 534 80 44 000 - External Taxes				5,793.27	Excise Tax-Feb
		407 - 535 80 44 000 - External Taxes				2,971.00	Excise Tax-Feb
		448 - 537 80 44 000 - External Taxes				3,593.12	Excise Tax-Feb
		001 - 571 22 44 000 - External Taxes				5.26	Excise Tax-Feb
566	**03/25/2014**	**Claims**	**1**	**EFT**	**Modern Payments**	**54.60**	**Electronic Check Processing**
		403 - 534 80 49 000 - Miscellaneous				13.65	Electronic Check Processing
		407 - 535 80 49 000 - Miscellaneous				13.65	Electronic Check Processing
		448 - 537 80 49 000 - Miscellaneous				13.65	Electronic Check Processing
		403 - 539 20 49 000 - Miscellaneous				13.65	Electronic Check Processing
567	**03/25/2014**	**Claims**	**1**	**EFT**	**WA Dept Licensing-CPL**	**18.00**	**Concealed Pistol License**
		001 - 586 00 01 000 - Concealed Pistol Lic Disburse				18.00	Concealed Pistol License
568	**03/25/2014**	**Claims**	**1**	**EFT**	**Washington Trust Bank**	**6,687.37**	**North Prosser Loan Interest**
		403 - 594 34 63 000 - Improvements Other Than Bl				6,687.37	North Prosser Loan Interest
569	**03/25/2014**	**Claims**	**1**	**10304**	**Abadan Inc.**	**207.38**	**Annex Copy Machine Maintenance**
		001 - 514 23 48 000 - Repairs & Maintenance				198.55	
		403 - 534 80 48 000 - Repairs & Maintenance				2.07	
		407 - 535 80 48 000 - Repairs & Maintenance				2.07	
		448 - 537 80 48 000 - Repairs & Maintenance				2.07	
		403 - 539 20 48 000 - Repairs & Maintenance				2.07	
		102 - 542 90 48 000 - Repairs & Maintenance				0.55	
570	**03/25/2014**	**Claims**	**1**	**10305**	**Ace Hardware - Grandview**	**60.10**	**Ultra 2 Cycle Oil**
		403 - 534 80 31 000 - Office & Operating Supplies				15.02	Ultra 2 Cycle Oil
		403 - 539 20 31 000 - Office & Operating Supplies				15.02	Ultra 2 Cycle Oil
		102 - 542 90 31 000 - Office & Operating Supplies				15.03	Ultra 2 Cycle Oil
		001 - 576 80 31 000 - Office & Operating Supplies				15.03	Ultra 2 Cycle Oil
571	**03/25/2014**	**Claims**	**1**	**10306**	**Nick R Alsbury**	**42.00**	**ICC Building Inspector Seminar-Meals**
		001 - 524 20 43 000 - Travel				42.00	ICC Building Inspector Seminar-Meals
572	**03/25/2014**	**Claims**	**1**	**10307**	**AutoZone**	**29.52**	**Coastal Hyd Jack Oil, Oil Absorbent; Hopkins Multi-Tow Adapter; Garden Battery; 7 Pole Round Male**
		403 - 534 80 31 000 - Office & Operating Supplies				10.81	Coastal Hyd Jack Oil, Oil Absorbent
		407 - 535 80 31 000 - Office & Operating Supplies				19.48	Hopkins Multi-Tow Adapter
		407 - 535 80 31 000 - Office & Operating Supplies				-10.83	Garden Battery
		407 - 535 80 31 000 - Office & Operating Supplies				10.06	7 Pole Round Male
573	**03/25/2014**	**Claims**	**1**	**10308**	**B J Paint & Carpet**	**142.62**	**Paint For PD**
		001 - 521 20 48 000 - Repairs & Maintenance				142.62	Paint For PD
574	**03/25/2014**	**Claims**	**1**	**10309**	**Lindsay Barnes**	**35.00**	**American Red Cross Training**
		001 - 576 20 49 001 - Miscellaneous				35.00	American Red Cross Training
575	**03/25/2014**	**Claims**	**1**	**10310**	**Benton Co. GIS Dept.**	**15.00**	**Size D Copies- Zoning Maps**

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 514 23 31 000 - Office & Operating Supplies				15.00	Size D Copies- Zoning Maps
576	**03/25/2014**	**Claims**	**1**	**10311**	**Benton Co. Treas. Office**	**4,898.49**	**Benton Co Dist Ct And Office Of Public Defense-Dec**
		001 - 512 40 51 000 - Intergov't Professional Servic				4,898.49	Benton Co Dist Ct And Office Of Public Defense-Dec
577	**03/25/2014**	**Claims**	**1**	**10312**	**Benton Franklin Dist Health**	**600.00**	**2014 Solid Waste Operating Permit**
		448 - 537 80 49 000 - Miscellaneous				600.00	2014 Solid Waste Operating Permit
578	**03/25/2014**	**Claims**	**1**	**10313**	**Benton Franklin Dist Health**	**120.00**	**Drinking Water Bacteria**
		403 - 534 80 41 000 - Professional Services				120.00	Drinking Water Bacteria
579	**03/25/2014**	**Claims**	**1**	**10314**	**Benton PUD**	**33,878.08**	**Electric Bill; Electric Bill-WCR**
		001 - 518 31 47 000 - Public Utility Services				1,136.75	
		403 - 534 80 47 000 - Public Utility Services				13,597.32	
		407 - 535 80 47 000 - Public Utility Services				11,416.21	
		403 - 539 20 47 000 - Public Utility Services				69.39	
		102 - 542 63 47 000 - Public Utility Services				3,893.92	
		102 - 542 63 47 000 - Public Utility Services				801.36	Electric Bill-WCR
		102 - 542 90 47 000 - Public Utility Services				601.17	
		001 - 569 21 47 000 - Public Utility Services				640.72	
		001 - 572 50 47 000 - Public Utility Services				479.08	
		001 - 576 20 47 000 - Public Utility Services				994.97	
		001 - 576 80 47 000 - Public Utility Services				247.19	
580	**03/25/2014**	**Claims**	**1**	**10315**	**Bleyhl Farm Service Gas**	**5,358.70**	**PW Fuel Charges; Fuel Charges-Waste Water And Building; PD Fuel Charges**
		001 - 511 60 32 000 - Fuel				38.16	Fuel Charges-Waste Water And Building
		001 - 521 20 32 000 - Fuel Consumed				2,986.31	PD Fuel Charges
		001 - 524 20 32 000 - Fuel Consumed				149.25	Fuel Charges-Waste Water And Building
		403 - 534 80 32 000 - Fuel Consumed				422.01	PW Fuel Charges
		407 - 535 80 32 000 - Fuel Consumed				496.97	Fuel Charges-Waste Water And Building
		403 - 539 20 32 000 - Fuel Consumed				422.00	PW Fuel Charges
		102 - 542 90 32 000 - Fuel Consumed				422.00	PW Fuel Charges
		001 - 576 80 32 000 - Fuel Consumed				422.00	PW Fuel Charges
581	**03/25/2014**	**Claims**	**1**	**10316**	**Bleyhl Farm Service Inc.**	**40.12**	**Bar Stud, Bar Nut 6**
		102 - 542 90 31 000 - Office & Operating Supplies				40.12	Bar Stud, Bar Nut 6
582	**03/25/2014**	**Claims**	**1**	**10317**	**Blue Line Learning Group, LLC**	**400.00**	**Bloodborne Pathogens, Hazardous Materials Training Course**
		001 - 521 20 49 000 - Miscellaneous				400.00	Bloodborne Pathogens, Hazardous Materials Training Course
583	**03/25/2014**	**Claims**	**1**	**10318**	**Blumenthal**	**1,876.05**	**Men's Shirt-Spurgeon; Men's Pants, Men's Shirts-Spurgeon; Men's Pants, Men's Boots-Shannafelt; Scorpion LED Flashlight, Flashlight Holder; Return Ear Piece Barrel**
		001 - 521 20 21 000 - Uniforms & Equipment				464.22	Men's Shirt-Spurgeon
		001 - 521 20 21 000 - Uniforms & Equipment				927.44	Men's Pants, Men's Shirts-Spurgeon
		001 - 521 20 21 000 - Uniforms & Equipment				382.13	Men's Pants, Men's Boots-Shannafelt
		001 - 521 20 21 000 - Uniforms & Equipment				192.02	Scorpion LED Flashlight, Flashlight Holder
		001 - 521 20 21 000 - Uniforms & Equipment				-89.76	Return Ear Piece Barrel
584	**03/25/2014**	**Claims**	**1**	**10319**	**CenturyLink**	**2,464.67**	**Telephone Bill**
		001 - 518 31 42 000 - Communications				1,163.41	Telephone Bill
		403 - 534 80 42 000 - Communications				375.20	Telephone Bill
		407 - 535 80 42 000 - Communications				350.78	Telephone Bill
		448 - 537 80 42 000 - Communications				98.64	Telephone Bill

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		403 - 539 20 42 000 - Communications				98.64	Telephone Bill
		102 - 542 90 42 000 - Communications				259.40	Telephone Bill
		102 - 543 30 42 102 - Communication				98.64	Telephone Bill
		001 - 576 20 42 000 - Communications				19.96	Telephone Bill
585	**03/25/2014**	**Claims**	**1**	**10320**	**Charter Communications**	**7.64**	**PD Basic Cable**
		001 - 521 20 42 000 - Communications				7.64	PD Basic Cable
586	**03/25/2014**	**Claims**	**1**	**10321**	**Chervenell Construction**	**91.17**	**Utility Refund Check**
		403 - 343 41 00 000 - Water Revenues				-91.17	Utility Refund Check
587	**03/25/2014**	**Claims**	**1**	**10322**	**Cliff's Septic Services**	**124.09**	**De-Rooter City Park Bathroom**
		001 - 576 80 48 000 - Repairs & Maintenance				124.09	De-Rooter City Park Bathroom
588	**03/25/2014**	**Claims**	**1**	**10323**	**Coast Crane Company**	**2,888.18**	**Repairs To Bucket Truck**
		102 - 542 90 48 000 - Repairs & Maintenance				2,888.18	Repairs To The Bucket Truck
589	**03/25/2014**	**Claims**	**1**	**10324**	**Code Publishing Co.**	**93.95**	**PMC: Electronic Update**
		001 - 514 30 41 000 - Professional Services				56.35	PMC: Electronic Update
		403 - 534 80 41 000 - Professional Services				7.52	PMC: Electronic Update
		407 - 535 80 41 000 - Professional Services				7.52	PMC: Electronic Update
		448 - 537 80 41 000 - Professional Services				7.52	PMC: Electronic Update
		403 - 539 20 41 000 - Professional Services				7.52	PMC: Electronic Update
		102 - 542 90 41 000 - Professional Services				7.52	PMC: Electronic Update
590	**03/25/2014**	**Claims**	**1**	**10325**	**Cook's True Value**	**598.62**	**Return Grill Cover; Desk Clip Combo Fan; Grill Cover, Return Clip Combo Fan; Grill Cover Of Generator, Clip Combo Fan; Starter Rope; Leather Gloves; Circ Fluo Bulb, Ant/Termite Killer, Borax; Noble; F**
		001 - 521 20 31 000 - Office & Operating Supplies				2.21	Fasteners
		001 - 521 20 31 000 - Office & Operating Supplies				7.88	Brasso Polish, Escutcheon Pin
		001 - 521 20 31 000 - Office & Operating Supplies				8.64	Masking Tape
		001 - 521 20 31 000 - Office & Operating Supplies				6.41	Fasteners
		001 - 521 20 31 000 - Office & Operating Supplies				45.45	Pistol Grip Blow Gun, Coupler Set
		001 - 521 20 31 000 - Office & Operating Supplies				4.32	Blk/LTX Caulk
		001 - 521 20 48 000 - Repairs & Maintenance				11.62	Fasteners
		001 - 521 20 48 000 - Repairs & Maintenance				35.73	Sat Pastel Base
		403 - 534 80 31 000 - Office & Operating Supplies				34.09	Leather Gloves
		403 - 534 80 31 000 - Office & Operating Supplies				48.69	SxSxS Tee, Male Adapter, PVC Coupling
		407 - 535 80 31 000 - Office & Operating Supplies				-32.48	Return Grill Cover
		407 - 535 80 31 000 - Office & Operating Supplies				12.99	Desk Clip Combo Fan
		407 - 535 80 31 000 - Office & Operating Supplies				19.49	Grill Cover, Return Clip Combo Fan
		407 - 535 80 31 000 - Office & Operating Supplies				45.46	Grill Cover Of Generator, Clip Combo Fan
		407 - 535 80 31 000 - Office & Operating Supplies				62.22	Circ Fluo Bulb, Ant/Termite Killer, Borax
		407 - 535 80 31 000 - Office & Operating Supplies				14.19	Noble
		407 - 535 80 31 000 - Office & Operating Supplies				21.65	Extention Cord
		407 - 535 80 31 000 - Office & Operating Supplies				23.32	Bungee Cord, Fasteners
		407 - 535 80 31 000 - Office & Operating Supplies				30.31	Alumiglas Ext Pole
		403 - 539 20 31 000 - Office & Operating Supplies				34.09	Leather Gloves
		403 - 539 20 31 000 - Office & Operating Supplies				9.17	Galv Nipple, Galv Tee
		102 - 542 90 31 000 - Office & Operating Supplies				4.10	Starter Rope
		102 - 542 90 31 000 - Office & Operating Supplies				34.10	Leather Gloves
		102 - 542 90 31 000 - Office & Operating Supplies				4.10	Starter Rope
		102 - 542 90 31 000 - Office & Operating Supplies				14.07	MM Gal Bar & Chain Oil
		001 - 576 80 31 000 - Office & Operating Supplies				34.10	Leather Gloves
		001 - 576 80 31 000 - Office & Operating Supplies				20.01	ME Grey WP 1G Out Box, PVC GFI Box Cover
		001 - 576 80 31 000 - Office & Operating Supplies				10.78	Poly Connector, Sch80 Nipple

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 576 80 31 000 - Office & Operating Supplies				23.88	Bent GDN Valve, Galv Nipple, Galv Redu Tee
		001 - 576 80 31 000 - Office & Operating Supplies				8.03	Fasteners
591	**03/25/2014**	**Claims**	**1**	**10326**	**Cummins Northwest, Inc..**	**1,457.77**	**Generator Maintenance; Generator Maintenance; Generator Maintenance**
		001 - 518 31 48 000 - Repairs & Maintenance				133.14	Generator Maintenance
		001 - 518 31 48 000 - Repairs & Maintenance				127.26	Generator Maintenance
		001 - 518 31 48 000 - Repairs & Maintenance				170.31	Generator Maintenance
		407 - 535 80 48 000 - Repairs & Maintenance				139.30	Generator Maintenance
		407 - 535 80 48 000 - Repairs & Maintenance				178.19	Generator Maintenance
		407 - 535 80 48 000 - Repairs & Maintenance				170.31	Generator Maintenance
		407 - 535 80 48 000 - Repairs & Maintenance				133.14	Generator Maintenance
		407 - 535 80 48 000 - Repairs & Maintenance				227.93	Generator Maintenance
		407 - 535 80 48 000 - Repairs & Maintenance				178.19	Generator Maintenance
592	**03/25/2014**	**Claims**	**1**	**10327**	**Dell Marketing L.P.**	**185.83**	**Dell 22 Monitor**
		118 - 518 88 35 000 - Small Tools - Data				185.83	Dell 22 Monitor- P2213 (320-9704)
593	**03/25/2014**	**Claims**	**1**	**10328**	**Engineer Supply LLC**	**1,003.20**	**Bluepring Storage Cabinet**
		001 - 524 20 35 000 - Small Tools & Minor Equipm				644.99	Safco Large Vertical Storage Cabinet 5041
		001 - 524 20 35 000 - Small Tools & Minor Equipm				319.96	Premium Brand 24" Blueprint Hanging Clamps
		001 - 524 20 35 000 - Small Tools & Minor Equipm				38.25	Shipping
594	**03/25/2014**	**Claims**	**1**	**10329**	**Ferguson Enterprises, Inc.**	**356.20**	**Water Shutoff Tool; 61 Mtr Wrench W/Jaws**
		403 - 534 80 31 000 - Office & Operating Supplies				138.94	Water Shutoff Tool
		403 - 534 80 31 000 - Office & Operating Supplies				217.26	61 Mtr Wrench W/Jaws
595	**03/25/2014**	**Claims**	**1**	**10330**	**Galls, an Aramark Co., LLC**	**29.47**	**LawPro Shirts Stays**
		001 - 521 20 21 000 - Uniforms & Equipment				29.47	LawPro Shirts Stays
596	**03/25/2014**	**Claims**	**1**	**10331**	**Grainger, Inc.**	**198.14**	**Battery 123A Lithium; Halogen Light Bulb**
		001 - 514 23 31 000 - Office & Operating Supplies				152.96	Battery 123A Lithium
		102 - 542 90 31 000 - Office & Operating Supplies				45.18	Halogen Light Bulb
597	**03/25/2014**	**Claims**	**1**	**10332**	**Green River Community College**	**365.00**	**Waterworks Basics Course-B.Lum**
		403 - 534 80 49 000 - Miscellaneous				365.00	Waterworks Basics Course-B.Lum
598	**03/25/2014**	**Claims**	**1**	**10333**	**H.D. Fowler, Co.**	**1,822.16**	**Couplings & Location Wire & Pex Pipe**
		403 - 534 80 31 000 - Office & Operating Supplies				1,822.16	Couplings & Location Wire & Pex Pipe
599	**03/25/2014**	**Claims**	**1**	**10334**	**Huibregtse, Louman & Assoc.**	**44,305.78**	**Disinfection, Filtration, And Source Improvements; Zone 2.5 Water Supply Improvements; Disinfection, Filtration And Source Imp.; 2014 General Services; Old Inland Empire Highway Improvements**
		407 - 535 80 41 000 - Professional Services				59.50	2014 General Services
		102 - 542 61 41 000 - Other Services & Charges				580.00	2014 General Services
		001 - 576 80 41 000 - Professional Services				435.00	2014 General Services
		403 - 594 34 41 403 - Professional Services				247.50	Disinfection, Filtration, And Source Improvements
		403 - 594 34 41 403 - Professional Services				29,437.28	Disinfection, Filtration And Source Imp.
		420 - 594 34 41 420 - Professional Services				12,123.00	Zone 2.5 Water Supply Improvements
		302 - 595 10 60 000 - Engineering				1,423.50	Old Inland Empire Highway Improvements
600	**03/25/2014**	**Claims**	**1**	**10335**	**Kie Supply Corporation**	**94.43**	**Valve Flush**

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 576 80 31 000 - Office & Operating Supplies				94.43	Valve Flush
601	**03/25/2014**	**Claims**	**1**	**10336**	**LEAF**	**530.31**	**Front Desk Copy Machine Lease**
		001 - 514 23 45 000 - Operating Rentals & Leases				406.73	Front Desk Copy Machine Lease
		403 - 534 80 45 000 - Operating Rentals & Leases				30.66	Front Desk Copy Machine Lease
		407 - 535 80 45 000 - Operating Rentals & Leases				30.66	Front Desk Copy Machine Lease
		448 - 537 80 45 000 - Operating Rentals & Leases				30.66	Front Desk Copy Machine Lease
		403 - 539 20 45 000 - Operating Rentals & Leases				30.66	Front Desk Copy Machine Lease
		102 - 542 90 45 000 - Operating Rentals & Leases				0.94	Front Desk Copy Machine Lease
602	**03/25/2014**	**Claims**	**1**	**10337**	**Elizabeth Milward**	**140.00**	**Lifeguard And Water Safety Instructor Training**
		001 - 576 20 41 001 - Professional Services				140.00	Lifeguard And Water Safety Instructor Training
603	**03/25/2014**	**Claims**	**1**	**10338**	**Barry Morrow**	**42.00**	**ICC Building Inspector Seminar-Meals**
		001 - 524 20 43 000 - Travel				42.00	ICC Building Inspector Seminar-Meals
604	**03/25/2014**	**Claims**	**1**	**10339**	**Motion Industries**	**173.85**	**Pneu & Hyd Cylinders, Kit 2 Piston**
		407 - 535 80 31 000 - Office & Operating Supplies				173.85	Pneu & Hyd Cylinders, Kit 2 Piston
605	**03/25/2014**	**Claims**	**1**	**10340**	**Office Depot**	**903.73**	**Chair-PD, Cable, Wire Organizer, Duster, Mousepad; Headset, Envelope Moistener, Post-It Notes; Ruler, Index Cards; Desk Trays, Folder; Pencil Cups; Post-It Notes, Desk Pad, Desk Tray,; Desk Trays; Wir**
		001 - 514 23 31 000 - Office & Operating Supplies				58.25	Chair-PD, Cable, Wire Organizer, Duster, Mousepad
		001 - 514 23 31 000 - Office & Operating Supplies				49.01	Headset, Envelope Moistener, Post-It Notes
		001 - 514 23 31 000 - Office & Operating Supplies				8.23	Ruler, Index Cards
		001 - 514 23 31 000 - Office & Operating Supplies				59.82	Desk Trays, Folder
		001 - 514 23 31 000 - Office & Operating Supplies				25.97	Pencil Cups
		001 - 514 23 31 000 - Office & Operating Supplies				70.00	Post-It Notes, Desk Pad, Desk Tray,
		001 - 514 23 31 000 - Office & Operating Supplies				-2.97	Desk Trays
		001 - 514 23 31 000 - Office & Operating Supplies				1.40	Push Pins
		001 - 514 23 31 000 - Office & Operating Supplies				20.65	File Boxes, Paper Clips, Clamps, Chairs
		001 - 518 31 31 000 - Office & Operating Supplies				17.32	Paper Towels
		001 - 518 88 31 000 - Office & Operating Supplies				62.80	Wireless Keyboard
		001 - 521 20 31 000 - Office & Operating Supplies				170.55	Chair-PD, Cable, Wire Organizer, Duster, Mousepad
		001 - 521 20 31 000 - Office & Operating Supplies				116.88	Engraed Metal Sign
		001 - 521 20 31 000 - Office & Operating Supplies				216.58	File Boxes, Paper Clips, Clamps, Chairs
		403 - 534 80 31 000 - Office & Operating Supplies				5.41	File Boxes, Paper Clips, Clamps, Chairs
		407 - 535 80 31 000 - Office & Operating Supplies				5.41	File Boxes, Paper Clips, Clamps, Chairs
		448 - 537 80 31 000 - Office & Operating Supplies				5.42	File Boxes, Paper Clips, Clamps, Chairs
		403 - 539 20 31 000 - Office & Operating Supplies				5.41	File Boxes, Paper Clips, Clamps, Chairs
		102 - 542 90 31 000 - Office & Operating Supplies				3.79	Kingston Flash Memory Card
		001 - 576 80 31 000 - Office & Operating Supplies				3.80	Kingston Flash Memory Card
606	**03/25/2014**	**Claims**	**1**	**10341**	**Oxarc**	**1,104.67**	**Chlroine Short Filled**
		403 - 534 80 31 000 - Office & Operating Supplies				1,104.67	Chlroine Short Filled
607	**03/25/2014**	**Claims**	**1**	**10342**	**PR Diamond Products, Inc**	**214.00**	**Premium Asphalt Wet/Dry**
		403 - 534 80 31 000 - Office & Operating Supplies				214.00	Premium Asphalt Wet/Dry
608	**03/25/2014**	**Claims**	**1**	**10343**	**Pollard Water**	**877.18**	**Bacterial Supplement**
		407 - 535 80 31 000 - Office & Operating Supplies				877.18	Bacterial Supplement

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
609	**03/25/2014**	**Claims**	**1**	**10344**	**Prosser Economic Development A**	**3,583.33**	**Contract For Services, Grant Writer**
		001 - 558 70 41 000 - Professional Services				1,416.67	Grant Writer Services
		001 - 558 70 41 000 - Professional Services				2,166.66	PEDA: Contract For Services
610	**03/25/2014**	**Claims**	**1**	**10345**	**Prosser, City of**	**58,948.74**	**Water Utility Taxes; Waste Water Utility Taxes; Garbage Utility Taxes**
		403 - 534 80 44 000 - External Taxes				23,584.13	Water Utility Taxes
		407 - 535 80 44 000 - External Taxes				31,825.91	Waste Water Utility Taxes
		448 - 537 80 44 000 - External Taxes				3,538.70	Garbage Utility Taxes
611	**03/25/2014**	**Claims**	**1**	**10346**	**Psychological Consultants**	**495.00**	**LawEnforcement Psychological Testing**
		001 - 521 20 41 000 - Professional Services				495.00	LawEnforcement Psychological Testing
612	**03/25/2014**	**Claims**	**1**	**10347**	**Pumptech, Inc.**	**296.19**	**ABS 4" Profile Gasket**
		407 - 535 80 31 000 - Office & Operating Supplies				296.19	ABS 4" Profile Gasket
613	**03/25/2014**	**Claims**	**1**	**10348**	**Rainwater Water Co.**	**6.00**	**Water**
		407 - 535 80 31 000 - Office & Operating Supplies				6.00	Water
614	**03/25/2014**	**Claims**	**1**	**10349**	**Saxton Riley, PLLC**	**4,931.36**	**1952 Mountain View Drive (Parsons); 932 Sheridan (Hoskins); Administration (Civil); Planning; Prosser Police Department; Records Request (Civil); SMP Update; Water Dept; Streets; Sewer Dept; Public Wo**
		001 - 512 40 41 000 - Professional Services				1,873.61	Prosser Police Department
		001 - 515 30 41 000 - Professional Services				121.95	932 Sheridan (Hoskins)
		001 - 515 30 41 000 - Professional Services				1,507.50	Administration (Civil)
		001 - 515 30 41 000 - Professional Services				76.05	Records Request (Civil)
		403 - 534 80 41 000 - Professional Services				30.00	Water Dept
		407 - 535 80 41 000 - Professional Services				45.00	Sewer Dept
		102 - 542 65 41 000 - Professional Services				90.00	Public Works Dept
		102 - 542 90 41 000 - Professional Services				15.00	Streets
		001 - 558 60 41 000 - Professional Services				345.00	1952 Mountain View Drive (Parsons)
		001 - 558 60 41 000 - Professional Services				675.00	Planning
		001 - 558 60 41 000 - Professional Services				107.25	SMP Update
		001 - 576 80 41 000 - Professional Services				45.00	Parks
615	**03/25/2014**	**Claims**	**1**	**10350**	**Matthew B Shanafelt**	**247.32**	**BLEA Orientation Briefing**
		001 - 521 20 43 000 - Travel				247.32	BLEA Orientation Briefing
616	**03/25/2014**	**Claims**	**1**	**10351**	**Staples Advantage**	**118.23**	**Multi Pkt Rigid Holder; Canon Powershot**
		001 - 514 23 31 000 - Office & Operating Supplies				9.94	Multi Pkt Rigid Holder
		102 - 542 90 31 000 - Office & Operating Supplies				54.14	Canon Powershot
		001 - 576 80 31 000 - Office & Operating Supplies				54.15	Canon Powershot
617	**03/25/2014**	**Claims**	**1**	**10352**	**The Markets, LLC**	**19.37**	**Dry Ice**
		407 - 535 80 31 000 - Office & Operating Supplies				19.37	Dry Ice
618	**03/25/2014**	**Claims**	**1**	**10353**	**Tolman Electric**	**400.71**	**Repair Annex Copy Machine, Repair Senior Center Grill**
		001 - 518 31 41 000 - Professional Services				97.47	Repair Annex Copy Machine, Repair Senior Center Grill
		001 - 569 21 41 000 - Professional Services				303.24	Repair Annex Copy Machine, Repair Senior Center Grill
619	**03/25/2014**	**Claims**	**1**	**10354**	**Tony's Albrecht Glass, LLC**	**1,348.34**	**Generator For The Camera Trailer**
		407 - 535 80 35 000 - Small Tools & Minor Equipm				1,240.04	Generator For The Camera Trailer

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		407 - 535 80 35 000 - Small Tools & Minor Equipm				108.30	Generator For The Camera Trailer
620	**03/25/2014**	**Claims**	**1**	**10355**	**Tri-City Herald, Inc. - Tri-Ci**	**180.85**	**Police Newspaper Subscription**
		001 - 521 20 41 000 - Professional Services				180.85	Police Newspaper Subscription
621	**03/25/2014**	**Claims**	**1**	**10356**	**US Bank**	**28.00**	**Monthly Maintenance-Investment Allocation**
		001 - 514 23 49 000 - Miscellaneous				28.00	Monthly Maintenance-Investment Allocation
622	**03/25/2014**	**Claims**	**1**	**10357**	**USA Blue Book**	**79.50**	**Replacement 10x36 Windsock**
		403 - 534 80 31 000 - Office & Operating Supplies				79.50	Replacement 10x36 Windsock
623	**03/25/2014**	**Claims**	**1**	**10358**	**Utilities Underground Loc.**	**10.32**	**Excavation Notifications**
		403 - 534 80 41 000 - Professional Services				5.16	Excavation Notifications
		407 - 535 80 41 000 - Professional Services				5.16	Excavation Notifications
624	**03/25/2014**	**Claims**	**1**	**10359**	**VCA Animal Medical Center**	**476.95**	**Veterinary Services-Bosco**
		001 - 521 20 41 000 - Professional Services				476.95	Veterinary Services-Bosco
625	**03/25/2014**	**Claims**	**1**	**10360**	**Valley Pipe Co.**	**83.10**	**Brass BV, 3"Gr.#Red; Statement Credit**
		403 - 534 80 31 000 - Office & Operating Supplies				112.06	Brass BV, 3"Gr.#Red
		403 - 534 80 31 000 - Office & Operating Supplies				-38.06	
		001 - 576 80 31 000 - Office & Operating Supplies				9.10	Brass BV, 3"Gr.#Red
626	**03/25/2014**	**Claims**	**1**	**10361**	**Verizon Wireless**	**1,167.53**	**PD Wireless Cell Phone Bill; 4G Mobile Broadband; 4G Mobile Broadband**
		001 - 518 31 42 000 - Communications				231.47	PD Wireless Cell Phone Bill
		001 - 518 88 42 000 - Communications				40.01	4G Mobile Broadband
		001 - 521 20 42 000 - Communications				776.02	PD Wireless Cell Phone Bill
		403 - 534 80 42 000 - Communications				60.02	4G Mobile Broadband
		407 - 535 80 42 000 - Communications				60.01	4G Mobile Broadband
627	**03/25/2014**	**Claims**	**1**	**10362**	**Vista Veterinary Hospital**	**459.30**	**Veterinary Visit, XRay-Bosco**
		001 - 521 20 41 000 - Professional Services				459.30	Veterinary Visit, XRay-Bosco
628	**03/25/2014**	**Claims**	**1**	**10363**	**WA Auditor's Office**	**1,896.24**	**Accountability Audit**
		001 - 514 23 51 000 - Intergov't Professional Servic				1,896.24	Accountability Audit
629	**03/25/2014**	**Claims**	**1**	**10364**	**WA Dept Retirement**	**25.00**	**Old Age Survivors Insurance**
		001 - 511 60 49 000 - Miscellaneous				2.09	Old Age Survivors Insurance
		001 - 514 23 49 000 - Miscellaneous				2.09	Old Age Survivors Insurance
		001 - 514 30 49 000 - Miscellaneous				2.09	Old Age Survivors Insurance
		001 - 521 20 49 000 - Miscellaneous				2.09	Old Age Survivors Insurance
		001 - 524 20 49 000 - Miscellaneous				2.08	Old Age Survivors Insurance
		403 - 534 80 49 000 - Miscellaneous				2.08	Old Age Survivors Insurance
		407 - 535 80 49 000 - Miscellaneous				2.08	Old Age Survivors Insurance
		448 - 537 80 49 000 - Miscellaneous				2.08	Old Age Survivors Insurance
		403 - 539 20 49 000 - Miscellaneous				2.08	Old Age Survivors Insurance
		102 - 543 30 49 000 - Miscellaneous				2.08	Old Age Survivors Insurance
		001 - 558 60 49 000 - Miscellaneous				2.08	Old Age Survivors Insurance
		001 - 576 80 49 000 - Miscellaneous				2.08	Old Age Survivors Insurance
630	**03/25/2014**	**Claims**	**1**	**10365**	**WA Dept of Enterprise Services**	**2,299.83**	**March Newsletter; Utility Statements-Feb**
		001 - 514 30 41 000 - Professional Services				253.56	March Newsletter
		403 - 534 80 41 000 - Professional Services				33.80	March Newsletter
		403 - 534 80 41 000 - Professional Services				469.32	
		407 - 535 80 41 000 - Professional Services				33.80	March Newsletter
		407 - 535 80 41 000 - Professional Services				469.32	
		448 - 537 80 41 000 - Professional Services				33.80	March Newsletter
		448 - 537 80 41 000 - Professional Services				469.32	

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		403 - 539 20 41 000 - Professional Services				33.80	March Newsletter
		403 - 539 20 41 000 - Professional Services				469.31	
		102 - 542 90 41 000 - Professional Services				33.80	March Newsletter
631	**03/25/2014**	**Claims**	**1**	**10366**	**WA Dept of L&I-Boiler Section**	**587.50**	**Boiler Inspection**
		001 - 518 31 48 000 - Repairs & Maintenance				70.50	Boiler Inspection
		403 - 534 80 48 000 - Repairs & Maintenance				47.00	Boiler Inspection
		407 - 535 80 48 000 - Repairs & Maintenance				211.50	Boiler Inspection
		102 - 542 90 48 000 - Repairs & Maintenance				47.00	Boiler Inspection
		001 - 569 21 48 000 - Repairs & Maintenance				47.00	Boiler Inspection
		001 - 572 50 48 000 - Repairs & Maintenance				23.50	Boiler Inspection
		001 - 576 20 48 000 - Repairs & Maintenance				117.50	Boiler Inspection
		001 - 576 80 48 000 - Repairs & Maintenance				23.50	Boiler Inspection
632	**03/25/2014**	**Claims**	**1**	**10367**	**WA Patrol Budget & Fiscal Srvc**	**33.00**	**Police Background Check**
		001 - 586 00 01 000 - Concealed Pistol Lic Disburse				33.00	Police Background Check
633	**03/25/2014**	**Claims**	**1**	**10368**	**WaterTech**	**4,290.00**	**55 Lb Bag Of Polymer**
		407 - 535 80 31 000 - Office & Operating Supplies				4,290.00	Polymer
634	**03/25/2014**	**Claims**	**1**	**10369**	**Yakima Herald Republic**	**144.00**	**Newspaper Subscription**
		001 - 521 20 41 000 - Professional Services				144.00	Newspaper Subscription
635	**03/25/2014**	**Claims**	**1**	**10370**	**Tonelle M Yost**	**93.46**	**Birthday Cards, Travel-Deposition**
		001 - 514 23 31 000 - Office & Operating Supplies				37.46	Birthday Cards, Travel-Deposition
		403 - 534 80 43 000 - Travel				56.00	Birthday Cards, Travel-Deposition

511 Legislative	40.25
512 Judical	6,772.10
514 Financial, Recording & Elections	3,482.98
515 Legal Services	1,705.50
518 Centralized Services	3,250.44
521 Law Enforcement	8,849.89
524 Protective Inspections	1,238.53
558 Planning & Community Devel	4,712.66
569 Senior Center	990.96
571 Education & Recreation	5.26
572 Libraries	502.58
576 Park Facilities	2,879.60
580 Non Expeditures	51.00
001 General Fund	34,481.75
542 Streets - Maintenance	9,855.47
543 Streets Admin & Overhead	100.72
102 Street Fund	9,956.19
518 Centralized Services	185.83
118 General Fund Capital Reserve	185.83
594 Capital Expenditures	1,423.50
302 OIE Improvement Project Fund	1,423.50
340 Charges For Goods & Services	91.17
534 Water Utilities	48,947.29
539 Irrigation And Reclamation	1,381.34
594 Capital Expenditures	36,372.15
403 Water Fund	86,791.95
535 Sewer	56,428.93

CHECK REGISTER

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo	
	407 Sewer Fund				56,428.93		
		594 Capital Expenditures			12,123.00		
	420 Zone 2.5 Water Supply Improv				12,123.00		
		537 Garbage & Solid Waste			8,570.53		
	448 Garbage Fund				8,570.53		
						Claims:	209,961.68
	* Transaction Has Mixed Revenue And Expense Accounts				209,961.68		

Signature

3/20/14

Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Accept Monthly Report by Prosser Economic Development Association for the month of February 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.		**Meeting Date:** March 25, 2014 Regular Meeting	
Department: Finance	**Director:** Regina Mauras	**Contact Person:** Toni Yost	**Phone Number:** (509) 786-2332
Cost of Proposal: $3,583.33 **Amount Budgeted:** $42,000.00			**Account Number:** 001-558-519-70-41 **Name and Fund#** General Fund - Professional Services

Reviewed by Finance Department:

Regina Mauras

Attachments to Agenda Packet Item:

1. Invoice Number 2130 for February 2014 contracted service
2. PEDA Monthly Report for January 2014

Summary Statement:

Check has been reviewed and approved by department heads, the Finance Director, and Mayor as necessary. Check no. 10344 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 Monthly Report by Prosser Economic Development Association for the month of February 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

Reviewed by Department Director: Regina Mauras Date: 3·20·2014	**Reviewed by City Attorney:** N/A Date:	**Approved by Mayor:** Paul Vance Date: 3-21-14
Today's Date: March 20, 2014	**Revision Number/Date:**	**File Name and Path:**

Prosser EDA
1230 Bennett Avenue
PROSSER, WA 99350

Invoice

DATE	INVOICE #
2/28/2014	2130

RECEIVED
MAR 11 2014
CITY OF PROSSER

BILL TO
CITY OF PROSSER 601 7th Street PROSSER WA 99350

001-558-70-41 PL

R Manad

DESCRIPTION	AMOUNT
CONTRACT FOR SERVICES - February 2014	2,166.66
GRANT WRITER AGREEMENT - February 2014	1,416.67
Total	$3,583.33

Prosser Economic Development Association
Board of Directors Meeting Minutes
January 9, 2014

Attendees: Jane Hagarty, Jeff Andrews, Jennifer Ely, Dyann Horton, Bill Jenkin, Tyson Jones, Josh Mott, Dr. Michelle Moyer, Scott Pontin, Jenny Sparks, Deb Heintz

Absent: Dr. Robert Stevens, Julie Petersen, Brian Newhouse, Dianne Torres, Troy Berglund, Brian Newhouse, Dick Poteet, Shon Small, Scott Wingert

Business:

Approval of Minutes: It was moved and seconded to approve the minutes. Motion carried.

Financial Report: It was moved and seconded to approve the financial report. Motion carried.

Director Report:

Recruitment
Project Diamond – This individual's challenge is to find a location with a commercial kitchen. While there is ample experience in working in a restaurant and seems to have knowledge in running a business, the style of food is the same as two other eateries. It has been asked to provide sound research that the community can support another restaurant of this nature.

Leadership Prosser
The individuals assisting in the 2014 is a small group and needs additional help if there is going to be a 2014 class. One week remains until applications are due. To date, there are 5 potential candidates, but no application deposits have been made.

Clore Center
As construction of the Clore Center is winding down, there is still much to do. Met with two graphic art companies to talk about design and assistance for the signage and exhibits for the Center. 2014 budget and staffing plan was presented to the Clore board. Abbey Cameron has accepted the position of executive director. Bob Stevens and I also presented before the HAEIFC committee for the Clore quarterly report. Met with CenturyLink to go over their phone/internet proposal. Have also asked the Viking representative for an additional wine cooler for the tasting bar. Touched base with legislators to talk about the capital needs request. Capital campaign list has been reduced to reflect basic needs for start-up, amounting to a little over $100,000. Working with

key leaders on the capital campaign committee to schedule meetings at the Clore Center. In order to get the project up and running, approximately $300,000 has been identified as an immediate need in 2014.

Committee Reports:

Organization Committee: Shon Small, as Chair, will begin soon to work on the annual meeting.

Housing Committee: Troy Berglund, as Chair, will begin soon to schedule a committee meeting.

Water Committee: Bob Stevens, as Chair, will begin soon to schedule a committee meeting.

Board Reports:
Dick Poteet was assigned by HDPA to represent that organization to the Prosser EDA Board.

WSU-IAREC
Has two sources of funding for two million dollars. They are expanding buildings and hope to have new housing for students.

Milne participated in giving to two families for Christmas. They had a good year in 2013 and are looking at expanding their markets; dried fruit is on the increase.

Jeff Andrews stated that the immigration bill may still happen.

Bill Jenkin reported for HDPA – they are developing a plan for downtown signage. The next networking breakfast is January 23rd.

Bill Jenkin reported for Prosser Schools – there are 5 members that are attending WSSDA for training; legislature day.

Dyann Horton reported that there are 200 branches of Elwood Staffing across the country. They have expanded their facility and relocated to a 1,000 sq. ft. building. The minimum wage is up – it gets to a rate to examine upper pay levels because of the lower level increase, this year it is staying flat.

Clore funding needs were discussed.

There are 2 tickets to the Chamber Award Banquet remaining.

Tim Fredrickson for Ben-Franklin Transit retired.

Yakima Basin Storage Alliance will be presenting at next month's board meeting and they will be asking for the board for a letter of support.

E-Civis was presented to the grant writers' funding partners in late 2013 by the City of Prosser. This is grant research software that provides government as well as foundation searches. After an E-Civis demo, it was the committee's desire to purchase 4 software copies for 2014. Copies of the software went to Sue Jetter, PMH Medical Center, City of Prosser, and the Port of Benton. The committee will evaluate usefulness of the software at the end of the year to determine whether to continue purchasing.

Prosser EDA reports to City Council on Tuesday, January 14th at 7:00 pm.

Non-Disclosure Agreements were signed.

Committee's were discussed and board members in attendance had an opportunity to review committee priorities and sign up for committees. Committee signups will be emailed to board members not in attendance to provide an opportunity to sign up to appropriate committees.

There was discussion to move the next board meeting to Thursday, February 13th. An email will be sent to board members to survey changing the date.

Meeting was adjourned.

Bill Jenkin reported on the School Board Levy - The levy is asking $3.00 per $1,000 of value. $1.9 million ask is matched by the state. The levy will be a four year term. Jane reported on the levy flyer. Next on the school's plate is the bond for a new high school. The approach to bond should be very different from the prior. There is a definite need for more community input.

Steve Zetz discussed Initiative 502. The city will pass a moratorium on medical marijuana in Prosser. Can't ban against because this is against state law. Retail dispenser applications – city is aware of two applicants in Chardonnay Square. There is a 1,000 ft. buffer for parks and schools. State or City land is prohibited. Steve provided a map showing areas where marijuana sales would be allowed. City doesn't issue the license, the state does. County Commissioners have considered not to allow in the County. Questions and answers followed.

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Adopt Resolution No.14-____ approving the Interlocal Cooperation Agreement between the City of Prosser and Benton County for aerial photography and orthophoto mapping project of portions of Benton County, including the areas lying within the City of Prosser and its Urban Growth Area and authorizing the Mayor to sign the agreement.		**Meeting Date:** March 25, 2014 Regular Meeting	
Department: Building Dept	**Director:** Barry Morrow	**Contact Person:** Nick Alsbury	**Phone Number:** (509) 786-2332
Cost of Proposal: $5,444 **Amount Budgeted:** $6,500.00			**Account Number:** 001-558-60-41 001-524-20-41 403-534-80-41 407-535-80-41 448-537-80-41 **Name and Fund#** 001-General Fund 403- Water 407-Sewer 448-Garbage

Reviewed by Finance Department:

Regina Mamar

Attachments to Agenda Packet Item:

1. Proposed Resolution No.14-_____
2. Intergovernmental Cooperation Agreement
3. Copy of Exhibit "A" Project Area
4. Copy of Exhibit "B" Prosser Project Area

Summary Statement:

The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for Interlocal cooperation between governmental agencies. The purpose of the attached agreement is to cooperatively undertake and complete an aerial photography and orthophoto mapping project of portions of Benton County, including the areas lying within the City of Prosser. This project will benefit both parties, because the County has a

need to update its urban ortho-imagery of the County in 2014, and the City has a need to update its ortho-imagery of those areas lying within the limits of the City of Prosser Urban Growth Boundary. Although both parties have the capability to independently acquire and/or produce 2014 ortho-imagery, if each acted independently, the results would involve significant redundancies and increased costs. The major goal of this Agreement is to reduce and/or eliminate duplication and save governmental costs. This agreement was drafted at the request of the City of Prosser. The County will be entering into a personal services contract with GEOPHEX, LTD., for the purpose of undertaking and completing an aerial photography and urban orthophoto mapping project of portions of Benton County; and is willing to include, as part of the contract to be entered with GEOPHEX, LTD., all provisions necessary to deliver ortho-imagery of the areas lying within the City of Prosser Urban Growth Boundary to the City at the requested 4-inch or better pixel resolution. Prosser's obligation will be to pay the County $5,444 plus any applicable sales tax.

Recommended City Council Action/Suggested Motion:

Adopt Resolution No.14-____ approving the Interlocal Cooperation Agreement between the City of Prosser and Benton County for aerial photography and orthophoto mapping project of portions of Benton County, including the areas lying within the City of Prosser and its Urban Growth Area and authorizing the Mayor to sign the agreement.

Reviewed by Department Director:	Reviewed by City Attorney:	Approved by Mayor:
Date: 3/20/14	Date: 3/12/14	Date: 3-21-14
Today's Date: March 10, 2014	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 APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY REGARDING UNDERTAKING AND COMPLETING AN AERIAL PHOTOGRAPHY AND URBAN ORTHOPHOTO MAPPING PROJECT OF BENTON COUNTY INCLUDING THE CITY OF PROSSER'S URBAN GROWTH AREA.

WHEREAS, the City uses ortho-imagery maps to resolve issues and facilitate decision making for many planning and code enforcement issues; and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and approved as to form by the Benton County Prosecuting Attorney's Office and approved as to form by the City Attorney of the City of Prosser; and

WHEREAS, contracting with Benton County to obtain updated ortho-imagery maps will save the City the time and effort of contracting for such services on its own; and

WHEREAS, the Mayor has recommended approval of said Interlocal Agreement;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Prosser, Washington that the Interlocal Agreement by and between the City of Prosser and Benton County for the undertaking and completing an aerial photography and urban orthophoto mapping project of Benton County which includes the City of Prosser Urban Growth Area 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

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is between Benton County, a political subdivision of the State of Washington, and the City of Prosser, a municipal corporation.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, the purpose of this agreement is to cooperatively undertake and complete an aerial photography and orthophoto mapping project of portions of BENTON COUNTY, including the areas lying within the CITY OF PROSSER; and

WHEREAS, this project will benefit both, because the COUNTY has a need to update its urban ortho-imagery of the County in 2014, and the CITY OF PROSSER has a need to update its ortho-imagery of those areas lying within the limits of the Prosser Urban Growth Boundary; and

WHEREAS, both parties have the capability to independently acquire and/or produce 2014 ortho-imagery, but if each acted independently, the results would involve significant redundancies and increased costs; and

WHEREAS, a major goal of this Agreement is to reduce and/or eliminate duplication and save governmental costs; and

WHEREAS, the CITY OF PROSSER has requested that the COUNTY provide and deliver to them the ortho-imagery of the Prosser Urban Growth Boundary with 4-inch or better pixel resolution; and

WHEREAS, the COUNTY will be entering into a personal services contract with GEOPHEX, LTD., for the purpose of undertaking and completing an aerial photography and urban orthophoto mapping project of portions of Benton County; and

WHEREAS, the COUNTY is willing to include, as part of the contract to be entered with GEOPHEX, LTD., all provisions necessary to deliver ortho-imagery of the areas lying within the Prosser Urban Growth Boundary to the CITY OF PROSSER at the requested 4-inch or better pixel resolution; and

WHEREAS, the CITY OF PROSSER has agreed to pay the COUNTY the amount of the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution; and

NOW, THEREFORE, the parties agree as follows:

1. The COUNTY shall provide all data and resources necessary for GEOPHEX, LTD., to complete the work as outlined in the personal services contract to be entered with GEOPHEX, LTD., for the purpose of undertaking and completing an aerial photography and urban orthophoto mapping project of Benton County.

2. The COUNTY shall provide all preliminary data received from GEOPHEX, LTD., for the Prosser Project Area, as described in Paragraph 5, to the CITY OF PROSSER for their review and comment.

3. The COUNTY shall relay the CITY OF PROSSER's concerns regarding accuracies and visual issues such as seams or structures with edge or displacement effects to GEOPHEX, LTD. and assure that such concerns are addressed in the final product produced by the COUNTY'S contract with GEOPHEX, LTD.

4. The COUNTY shall deliver to the CITY OF PROSSER a copy of all project deliverables across the entire extent of the Project Area as described in Exhibit A (Attached), including both project documentation and project data, as described in the personal services contract to be entered with GEOPHEX, LTD.

5. The CITY OF PROSSER shall reimburse the COUNTY in the amount of the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution across the Prosser Project Area as described in Exhibit B (Attached). The amount to be reimbursed by the CITY OF PROSSER to the COUNTY shall be Five Thousand Four Hundred and Forty-four dollars ($5,444), plus tax, if applicable less an amount equal to fifteen (15) percent of any donations received by the COUNTY for this project by July 31, 2014.

6. The COUNTY shall submit an invoice to the CITY OF PROSSER for reimbursement to the COUNTY upon the successful delivery of the project documentation and project data.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
James Beaver, Chairman

_____
Jerome Delvin, Chair Pro-Tem

_____
Shon Small, Member

Date: _____

CITY OF PROSSER
PROSSER, WASHINGTON

_____
Paul Warden, Mayor

Date: _____

ATTEST:

_____
Clerk to the Board

_____
City Clerk

APPROVED AS TO FORM:

_____
Deputy Prosecuting Attorney

_____
City Attorney

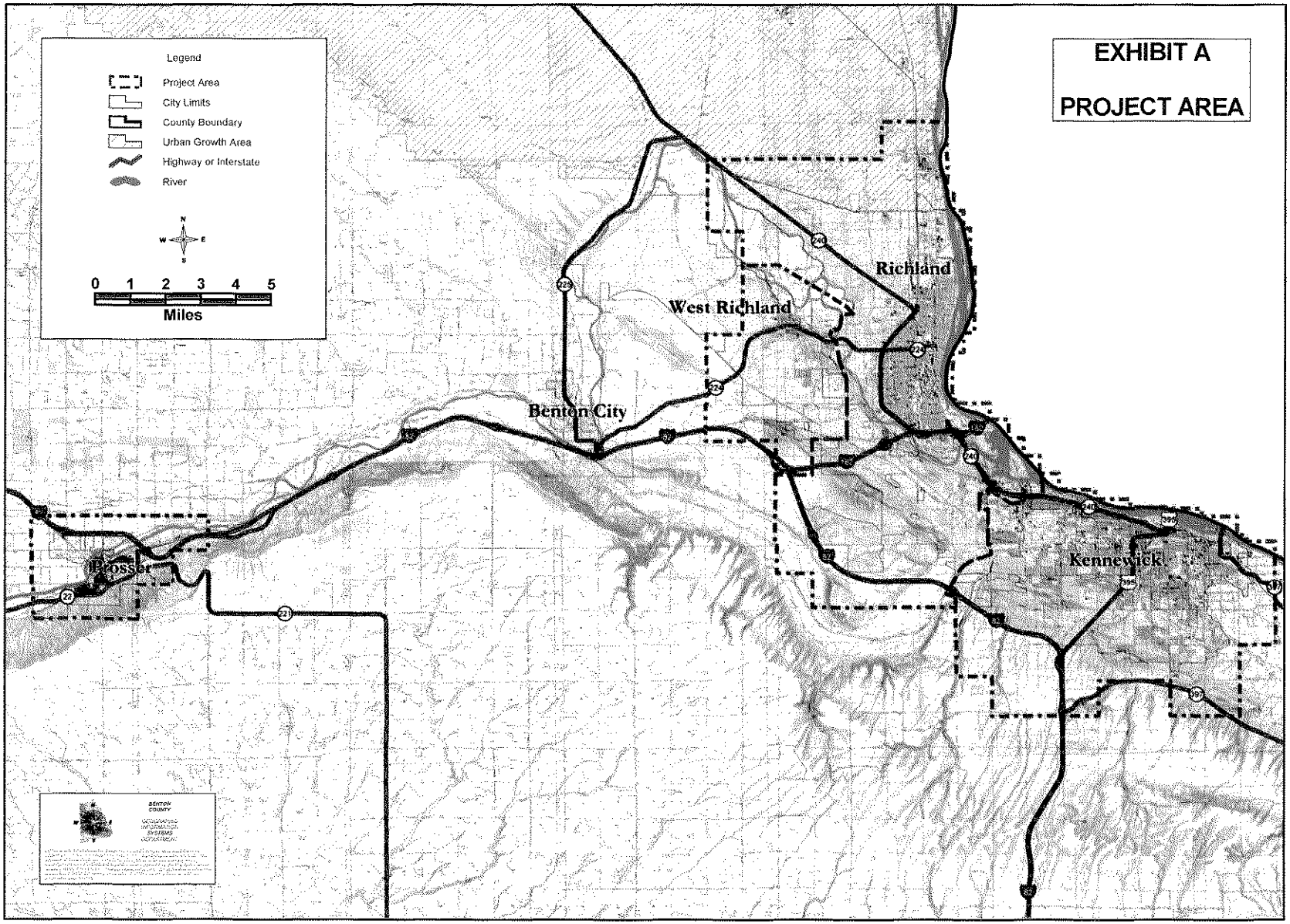
EXHIBIT A
PROJECT AREA
Legend
Project Area
City Limits
County Boundary
Urban Growth Area
Highway or Interstate
River
N
W
E
S
0 1 2 3 4 5
Miles
Richland
West Richland
Benton City
Prosser
Kennewick

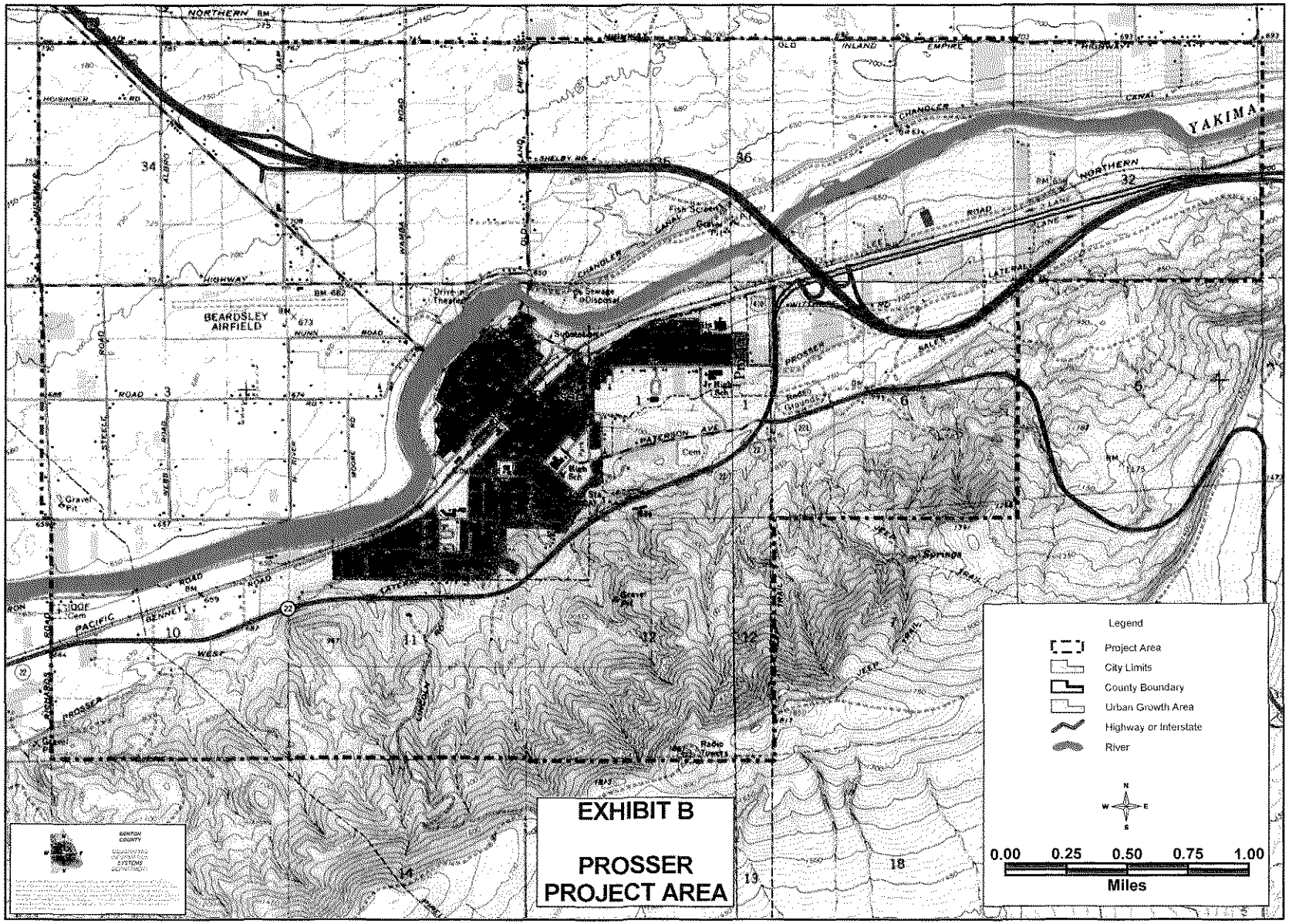
EXHIBIT B
PROSSER
PROJECT AREA
Legend
Project Area
City Limits
County Boundary
Urban Growth Area
Highway or Interstate
River
0.00
0.25
0.50
0.75
1.00
Miles
BEARDSLEY AIRFIELD
YAKIMA
NORTHERN
PACIFIC
WEST
PROSSER
CHANDLER
CANAL
HIGHWAY
ROAD
PATERSON AVE
BENTON COUNTY

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve a Labor Agreement between the City of Prosser and Teamsters Local 839, Public Works Staff for the term of January 1, 2014, through December 31, 2016, and the Associated Letters of Understanding and Supporting Agreements.		**Meeting Date:** March 25, 2014 Regular Meeting	
Department: Administration	**Director:** Paul Warden	**Contact Person:** Regina Mauras	**Phone Number:** (509) 786-8225
Cost of Proposal: n/a **Amount Budgeted:** n/a			**Account Number:** **Name and Fund#**

Reviewed by Finance Department:

Regina Mauras

Attachments to Agenda Packet Item:

1. Teamsters Local 839, Public Works Staff Labor Agreement
2. Letter of Understanding regarding Standby Pay
3. Letter of Understanding regarding 4/10 schedule
4. Washington Teamsters Welfare Trust Subscription Agreement
5. Western Conference of Teamsters Pension Trust Employer-Union Pension Certificate

Summary Statement:

Representatives from Teamsters and the City of Prosser have meet and negotiated the terms of this attached Collective Bargaining Agreement and the associated letters of understanding. The term of this agreement is from January 1, 2014, through December 31, 2016.

Pursuant to the terms of the collective bargaining agreement, the attached subscription agreements with Washington Teamsters Welfare Trust and Western Conference of Teamsters Pension Trust must also be approved.

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 a Labor Agreement between the City of Prosser and Teamsters Local 839, Public Works Staff for the term of January 1, 2014, through December 31, 2016.

2. Approve a Letter of Understanding with Teamsters 839, Public Works regarding Standby Pay.

3. Approve a Letter of Understanding with Teamsters 839, Public Works regarding the 4/10 work schedule.

4. Approve a subscription agreement with Washington Teamsters Healthcare Trust for Teamsters 839, Public Works employees.

5. Approve an agreement with Western Conference of Teamsters Pension Trust for Teamsters 839, Public Works employees.

Reviewed by Department Director:	Reviewed by City Attorney:	Approved by Mayor:
Regina Mauras Date: 3-20-2014	Date: 3/18/14	Date: 3-21-14
Today's Date: March 18, 2014	Revision Number/Date:	File Name and Path:

LABOR AGREEMENT

by and between

CITY OF PROSSER PUBLIC WORKS DEPARTMENT

And

TEAMSTERS LOCAL UNION NO. 839
Affiliated with the International Brotherhood of Teamsters

EFFECTIVE JANUARY 1ST, 2014 THROUGH DECEMBER 31ST, 2016

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ARTICLE 1 - PREAMBLE

1.1 This Agreement is made and entered into by and between the City of Prosser, hereinafter referred to as the "Employer" and Teamsters Union Local 839, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the following City Departments: ALL PUBLIC WORKS EMPLOYEES (STREET, IRRIGATION, SOLID WASTE, WATER, PARKS); EXCLUDING ALL DEPARTMENT HEADS, SUPERVISORS, CONFIDENTIAL EMPLOYEES, TEMPORARY, SEASONAL, AND CASUAL EMPLOYEES.

2.2 Only members of the bargaining unit shall perform bargaining unit work. In cases where the safe and efficient operation of the City would necessitate, bargaining unit employees of the sewer department may be used on a temporary basis to accomplish the necessary functions. Bargaining unit employees' hours will not be reduced as a result of this language. If either party concludes that this language is being and or has been abused this section may be reopened for negotiations pursuant to RCW 41.56. Should this process not result in a resolution, then upon 60 days written notification to the affected party, this section may be cancelled. It shall be incumbent upon the party requesting negotiations to show abuse of this section before said cancellation can occur.

ARTICLE 3 - CONTINUATION OF WORK

3.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to that end pledge their best efforts to avoid or eliminate any conduct to the contrary of this objective. Specifically, during the term of this Agreement, the Union shall not cause or condone any work stoppage, including any strike, slow-down, and refusal to perform any customarily assigned duties, sick leave absence which is not bona-fide or other interference with City functions by employees under this Agreement. Should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by an employee in the bargaining unit shall be deemed work stoppage if any of the above activities have occurred.

3.2 Upon notification in writing by the City to the Union that any of the Union's members are engaged in work stoppage, the Union shall, immediately, in writing, order such members to immediately cease engaging in such work stoppage and

shall provide the City with a copy of such order. The employee may be subject to disciplinary action.

ARTICLE 4 - SENIORITY AND ADVANCEMENT

4.1 An employee shall establish seniority when he/she becomes a regular full-time or regular part-time employee of the City. An employee acquires seniority status upon his/her first date of employment or at the end of his/her last break in service. Part-time employees shall accrue seniority on a pro-rata basis based on the amount of hours worked in relation to a full-time (2080 hour) employee.

4.2 During the period of time before an employee is assigned status as a regular employee he/she shall be considered a probationary employee and seniority will not apply. After the employee is assigned regular full-time or regular part-time status, his/her name shall then appear on the appropriate seniority list as of the first date of employment The first date of employment shall be used for purposes of figuring vacations, advancement, longevity pay and sick leave for which an employee is entitled.

4.3 Seniority within the bargaining unit shall prevail in the case of layoff or rehire. The last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. If there is any questions of any senior employee being qualified to perform the work available in the case of layoff and rehire, the City must show cause for not rehiring or laying off such a senior employee.

4.4 A break in seniority shall occur if an employee is discharged, providing the City shows Just Cause, or quits. Employees laid off shall be placed on a six (6) month recall list. After expiration of this six-month period the City shall have no obligation to recall and/or rehire such laid off individuals.

4.5 In the event two (2) or more employees become regular full-time or regular part-time employees on the same date, the date of written application of such employee filed with the City of Prosser for the position involved shall establish seniority.

4.6 Employees who are specifically directed and assigned to perform the work of a supervisor and/or higher classification for a period of five (5) consecutive days or longer, and who perform such work, shall be paid retroactively to the start of such assignment, at ten percent (10%) above their base rate for all hours spent in the higher classification.

4.7 Part-time employees shall be laid off, prior to full-time employees irrespective of seniority.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 The city of Prosser shall maintain its current scheduling practices. A reasonable attempt shall be made to schedule days off consecutively. No overtime shall be paid for regularly scheduled Saturday or Sunday work except as outlined in the Agreement.

5.2 The City shall strive to provide 48 hours' notice of schedule changes when practicable. This shall not apply in emergency situations.

5.3 **OFF DUTY CALL OUTS** - In the event a member of the Union is called out during off duty hours, he/she shall be paid a minimum of two (2) hours or actual call out hours, whichever is greater, at a rate of time and one-half (1-1/2) his/her regular wage. Call outs must be approved by the department head and/or his designee. Scheduled overtime shall not be subject to this provision, as well as, holdover and early reporting time contiguous with the end or start of a regularly scheduled shift.

5.4 The City shall strive to provide regular full-time employees with forty (40) hours of work within a week. This shall in no way constitute a guarantee of forty (40) hours work within a week.

5.5 Overtime which has been specifically authorized by supervisory personnel and is performed in excess of forty (40) hours in a work week shall be paid at one and one-half (1- 1/2) times the employee's regular rate of pay.

5.6 There shall be no pyramiding of overtime pay.

5.7 Except for callouts while an employee is on standby, overtime will be offered by seniority, subject to qualifications. The employee on standby will work the overtime when a call out is required.

ARTICLE 6 - HOLIDAYS AND HOLIDAY PAY

6.1 Holidays - The following shall be considered paid Holidays:

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Veteran's Day	Thanksgiving Day	Day after Thanksgiving
Floating Holiday	Christmas Day	

A total of eleven (11) paid holidays.

6.2 **HOLIDAY PAY**

a) In the event a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In the event a holiday falls on Sunday, the following Monday shall be observed as the holiday. Employees who do not work a Monday-Friday work schedule shall if the holiday fall on their first day of rest, observe the holiday on the preceding day or if the holiday falls on the second day of rest shall observe the holiday on the following day, except that when New Years Day falls on a Saturday, it shall be observed on the following Monday.

b) Eligible employees who are not required to work on the holiday as observed, shall be paid eight (8) hours at his/her regular rate of pay.

c) Eligible employees who are required to work on the holiday as observed, shall be paid at the rate of two and one-half (2-l/2) times their regular rate of pay.

d) In order to be paid for a holiday, an employee must have worked his last scheduled work day immediately preceding the holiday and his first scheduled work day following the holiday unless the employee receives pay for such day or days absent under on the benefit provisions of the agreement or if the employee is on approved leave.

e) Floating holiday at employee's choice to be taken by mutual agreement between the employee and the department head and/or his designee.

f) The floating holiday will be eight (8) hours per full-time employee. Benefit eligible part-time employees shall have this benefit pro-rated based on hours worked.

ARTICLE 7 - VACATIONS

7.1 VACATION DAYS EARNED - All members of the union herein above defined shall be entitled to vacation, with pay, at his/her regular wage according the following schedule (regular part-time employees shall receive vacation on pro-rata basis):

a) After one (1) year of service, but less than five (5) years, one hundred and four (104) hours vacation.

b) After five (5) years of service, but less than ten (10) years, one hundred forty-four (144) hours vacation.

c) Alter ten (10) years of service, one hundred forty-four (144) hours vacation plus eight (8) hours vacation for each additional year of service, up to and including a maximum accrual (or the equivalent of) twenty-two (22) hours per month.

d) Not more than two-hundred forty (240) hours vacation may be accrued.

e) No vacations may be taken during the first six (6) months of employment, or extension to the probation period.

7.2 TERMINATION - In the event of termination, the member shall be paid at his/her regular wage for all vacation days accrued. This provision shall not apply to new hires that are within the probationary period at time of separation.

7.3 VACATION SCHEDULES

a) Time of vacation shall be subject to approval of the department head and/or his designee and will be approved based upon workforce needs and operations conditions. Vacation requests of less than 2 days should be submitted at least 48 hours prior to the time being requested off. Vacation requests of 2 days or longer normally shall be submitted at least 30 days prior to the requested time off.

b) Vacation schedules will be established by the department head and/or his designee and in so far as operating conditions and other needs permit, seniority will be considered in establishing such schedules and in resolving conflicting requests by members of the Union for specific times for their vacations.

c) No vacation days will be accrued during a leave of absence.

7.4 VACATION BUY BACK - Annual Vacation Buy Back will be paid out once a year in the month of December. An employee may elect to exercise the vacation buy back option, and if they do so, the City shall compensate them up to the maximum of forty (40) hours at the straight time rate of pay. Employees may only buy back vacation up to the maximum of forty (40) hours of if he/she has taken a minimum of forty (40) hours vacation in the year. Regular part-time employees shall not be eligible to receive vacation buyback.

ARTICLE 8 - SICK LEAVE, LONGEVITY PAY, BI-LINGUAL PAY, & BEREAVEMENT LEAVE

8.1 SICK LEAVE

a. All members of the Union shall earn eight (8) hours sick leave per month. (Regular part-time employees shall earn sick leave on a pro-rata basis).

b. All members of the Union may accrue a maximum of nine-hundred-sixty (960) hours sick leave.

c. All members of the Union shall be paid for fifty percent (50%) of unused sick

days accrued at the date of his/her voluntary termination, up to a maximum of seven-hundred-twenty (720) hours, provided that at the time of retirement or termination, he/she has a minimum of three-hundred-sixty (360) sick leave hours accrued.

d. In the event an employee encounters the loss of his/her own life, his/her beneficiary will receive one hundred percent (100%) of any accrued sick leave for that employee, up to a maximum of seven-hundred-twenty (720) hours subject to the above stated minimums and maximums.

e. Any employee, who has been on sick leave for three (3) or more consecutive days, may be required to furnish the City with a physician's verification of said illness. A physicians release may be required for less than three (3) days, provided the situation has been discussed with the Teamster business representative.

f. Abuse of sick leave shall result in disciplinary action up to and including discharge.

g. Probationary employees shall be advanced twenty-four (24) hours of sick leave at the time of employment. Probationers who do not complete probation and who have used some or all of the advanced sick leave shall be required to pay the used portion back. Said monies shall be withheld from the final paycheck.

8.2 SICK LEAVE DONATION

The employees of the bargaining unit may donate their sick leave to another employee subject to the following conditions:

1. The employee requesting the donation must have exhausted all paid accrued leaves,

2. The employee(s) donating leave must maintain at a minimum one hundred-seventy-three (173) hours of sick leave after donation.

3. No employee may donate more than forty (40) hours sick leave within a one (1) year period.

8.3 LONGEVITY PAY

All bargaining unit members who have less than ten (10) years of service must wait until they have reached their tenth (10th) year of employment to begin to receive Longevity Pay, in accordance with the City of Prosser, Personnel Policy 402.1. The amount of Longevity Pay will be based on the employee's total years of employment.

8.4 BI-LINGUAL PAY – The employer agrees to begin to implement POLICY 404: BI-LINGUAL ALLOWANCE, beginning January 1st, 2015, at the rate of forty dollars ($40.00) per month.

a. Effective 1-1-2016 the city will increase the bilingual pay to fifty dollars ($50.00) per month.

8.5 BEREAVEMENT LEAVE

All members of the union shall receive paid personal emergency leave of three (3) days for a death in the immediate family as defined by the City of Prosser Personnel Policy. This personal emergency leave is not deductible from the member's accrued sick leave or vacation. Pay will be at his/her regular wage.

ARTICLE 9 - DEFINITIONS

9.1 Part-time Benefit Eligibility - Regular part-time employees will receive benefits on a pro-rata basis, based on regularly scheduled hours at date of hire. Should a regular part-time employee temporarily receive an increase in hours of work, i.e., up to two (2) weeks, they shall continue to receive their regular pro-ration of benefits.

ARTICLE 10 - ANTI-DISCRIMINATION

10.1 It is mutually understood that the City will not in any manner discriminate against any member of the Union as a result of such member's legal activities on behalf of the Union and in furtherance of the legal purposes of the Union

ARTICLE 11 - GRIEVANCE AND DISPUTE RESOLUTION

11.1 Scope of Grievance Procedure - The purpose of the Grievance Procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the express terms of the Agreement shall constitute a grievance.

11.2 Either the Union or the Employer may process grievances each against the other to allege contract violations and enforce the party's respective rights. Union or Employer grievances shall enter the procedure at Step 3 and be subject to all applicable time limits, other provisions, and to mediation arbitration.

11.3 STEPS

Step 1- The aggrieved employee, with or without his representative, shall meet with the department head and/or his designee within the prescribed time limits and present the written grievance. The department head and/or his designee shall make a decision in writing and present this to the aggrieved employee within fifteen (15) working days from the initial presentation of the grievance. Every effort shall be made by the employee and the Supervisor to resolve the grievance. Every effort shall be made by the employee and the supervisor to resolve the grievance at this level. The written grievance at this step and at all steps thereafter shall contain the following information:

1) A statement of the grievance and the facts upon which it is based;
2) The alleged violation of the Agreement;
3) The remedy or adjustment sought; and
4) The signature of the aggrieved employee.

The department head and/or his designee shall respond in writing to this grievance within fifteen (15) working days of its receipt. The written response at this step, and management responses at all steps thereafter, shall contain the following information.

1. An affirmation or denial of the facts upon which the grievance is based;
2. An analysis of the alleged violation of the Agreement;
3. The remedy or adjustment, if any to be made; and
4. The signature of the appropriate management representative.

Step 2- If the grievance is not resolved at Step 1, the aggrieved employee shall submit the grievance to the City Administrator within fifteen (15) working days following the department head and/or his designee's written response. The City Administrator shall respond in writing to this grievance within fifteen (15) working days of its receipt. The requirement in Step 2 for written grievance and responses shall not preclude the aggrieved employee and the appropriate management representative from orally discussing and resolving the grievance.

Management grievances shall be submitted to the Union. Either Union or Management grievances shall be submitted within fifteen (15) calendar days of the occurrence prompting the grievance and shall be answered within fifteen (15) working days. Union and Management grievances shall be subject to expedited mediation arbitration and other provisions in Step 11.4.

Step 3- If the grievance has not been resolved at Step 2, the Union may refer the dispute to Expedited Mediation Arbitration as provided below. The Union shall notify the Employer in writing of submission to Expedited Mediation Arbitration within ten (10) working days after receipt of the City Administrator's written response at Step 3.

11.4 PANEL OF STANDING MEDIATOR-ARBITERS

The parties agree to timely establish a panel of three (3) standing mediator-arbiters to hear and resolve all contract disputes. If the two parties cannot agree on a panel, then a list of eleven (11) names shall be obtained from either the Public Employment Relations Commission or the American Arbitration Association. The parties shall alternately strike names until three (3) remain. Each person selected shall serve in turn regarding a single grievance dispute. If unavailable, the next listed person shall serve. The mediator-arbiters shall thus serve in rotation. PERC staff members shall not serve on the panel.

Either party may unilaterally remove a mediator-arbiter at any time as long as there is no dispute pending at the time. Mediator-arbiter panel vacancies shall be filled as in the above paragraph.

The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant, and shall be final and binding.

If, after a concerted effort, a single mediation meeting does not produce a settlement, the mediator-arbiter shall immediately convene an informal arbitration hearing. Witnesses, evidence and exhibits shall be kept to a minimum and the rules of evidence shall not apply.

The mediator-arbiter shall, on the same date of the hearing, provide a written "bench award" as a binding settlement of the grievance.

The mediator-arbiter shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely on the interpretation application, or enforcement of this Agreement. The mediator-arbiter shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the mediator-arbiter shall be final and binding upon the aggrieved employee, Union and Employer.

The Employer and the Union shall share equally the fees and expenses of the mediator-arbiter.

Each party shall pay their own expenses as related to this section. It is further agreed that employees needed to testify at an arbitration and/or hearing shall not suffer any loss in pay and/or benefits.

Either party has the right to have a representative represent them at any step of the grievance procedure.

The following grievance principles shall govern and be controlling in any and all grievances:

1. Time limits at any step may be extended by mutual agreement as long as the applicable time limit has not expired.
2. While a grievant may be "made whole" any punitive award shall be void and unenforceable.
3. Unless agreed otherwise, only one grievance will be heard at a time by an arbiter.

ARTICLE 12 - UNION SECURITY AND CHECK-OFF OF DUES

12.1 The Employer agrees that all employees covered under this Agreement who have been in the employment of the Employer for thirty (30) days or more, shall become and remain members of the Union in good standing.

12.2 The Employer further agrees that all new employees hired subsequent to the date of the signing of this Agreement shall, as a condition of employment, after thirty (30) days of employment, become and remain members of the Union in good standing.

12.3 In the Event an employee member of the Union as defined in Article I of this Agreement who joins the Union fails to maintain his membership in the Union in good standing therein by the payment of Initiation Fees and by regular payment of dues, the Union will notify the Employer, in writing, of such employees' delinquency. The Employer agrees to advise the employee that his employment status with the Employer is in jeopardy and that failure to meet his membership obligation will normally result in termination of employment within five (5) days.

12.4 The Employer will furnish the Union, on a current basis, notice of all regular employees as defined in Article 2 who have been hired, rehired, transferred, laid off or terminated.

12.5 Nothing in the above sections will interfere with the employee's right under RCW 41.56.122 of the Public Employee's Collective Bargaining Act

12.6 The Union agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of the Article.

12.7 The Employer agrees to deduct Union dues from the wages of each employee as qualified in Section 12.8 below. The Employer agrees to forward such dues to the office of the Union monthly.

12.8 The employee shall have the freedom of option to have their dues deducted, or not to have them deducted, by signing an authorization card to that effect, copies of which shall be mailed to the Employer and the Union for certification purposes.

12.9 It is agreed between the City and the Union that certain members of the Union, being the elected officers or agents of the Union, will have occasion to attend meetings, conferences and be involved in other duties with reference to the business of the Union who are acting as officers and agents shall be given time off from their duties will full pay and allowance to attend such business of the Union.
Time off with pay for members to attend conferences shall be a maximum of forty (40) hours per year for the total bargaining unit. Time off must be approved by the Supervisor.

ARTICLE 13 - HEALTH & WELFARE

13.1 Effective January 1st, 2014 the Employer shall pay each month into the following employee health care benefit plans, on account of each member of the bargaining unit who was compensated for forty (40) hours or more in the preceding month. The following plans will remain in effect for the term of this agreement:

a. Washington Teamsters Welfare Trust – Medical Plan A (with Domestic Partners)
b. Washington Teamsters Welfare Trust – Dental Plan A (with Domestic Partners)
c. AWC Vision Plan – VSP $10 Deductible
d. Retiree's Welfare Trust – Plan RWT Plus

Payments required providing benefits set forth in this section shall be made on or before the tenth (10th) day after the last business day of the month. The employer accepts and agrees to be bound by the Washington Teamsters Welfare Trust Agreement and Declaration and the Retiree's Welfare Trust Agreement and Declaration as long as it is obligated to provide benefits offered by the Trust.

The premium distribution is as outlined below. The employee cost shall be paid through payroll deduction. Any premium increase over the January 2014 levels shall be split on a 50/50 basis. Employer pays 50% of the premium increase - employee pays 50% of the premium increase

MEDICAL (WATWT Plan A/DP)	TOTAL Premium	Employer Rate	Employee Rate
Employee	1222.55	1013.58	208.98
Employee Spouse	1222.55	955.73	266.83
Employee + Child	1222.55	995.78	226.78
Employee + Spouse + Child	1222.55	946.83	275.73
Employee Children	1222.55	986.88	235.68
Full Family	1222.55	937.93	284.63

RETIREES MEDICAL (RWT)	TOTAL Premium	Employer Rate	Employee Rate
Employee	94.85	94.85	0
Employee Spouse	94.85	94.85	0
Employee + Child	94.85	94.85	0
Employee + Spouse + Child	94.85	94.85	0
Employee Children	94.85	94.85	0
Full Family	94.85	94.85	0
The rate established by the Board of Trustees effective January 1, 2012			

DENTAL (TWT Plan A/DP)	TOTAL Premium	Employer Rate	Employee Rate
Employee	132.70	121.10	11.60
Employee Spouse	132.70	113.95	18.75
Employee + Child	132.70	118.90	13.80
Employee + Spouse + Child	132.70	112.85	19.85
Employee Children	132.70	117.80	14.90
Full Family	132.70	111.75	20.95

VISION (AWCS10)	TOTAL Premium	Employer Rate	Employee Rate
Employee	20.75	20.75	0
Employee Spouse	20.75	20.75	0
Employee + Child	20.75	20.75	0
Employee + Spouse + Child	20.75	20.75	0
Employee Children	20.75	20.75	0
Full Family	20.75	20.75	0

TOTAL	TOTAL Premium	Employer Rate	Employee Rate
Employee	1470.85	1250.27	220.58
Employee Spouse	1470.85	1185.27	285.58
Employee + Child	1470.85	1230.27	240.58
Employee + Spouse + Child	1470.85	1175.27	295.58
Employee Children	1470.85	1220.27	250.58
Full Family	1470.85	1165.27	305.58

January 1st, 2015 and January 1st, 2016 - Any medical or dental premium increase over the January 1st, 2014 levels shall be split on a 50/50 basis. Employer pays 50% of the premium increase - employee pays 50% of the premium increase.

Should the January 1st, 2015 or January 1st, 2016 premium increase be greater than 6% the parties agree to reopen insurance to discuss cost containment features. Said re-opener shall not affect the cost share feature of this Article unless otherwise agreed to by the parties.

ARTICLE 14 – PENSION DIVERSION

14.1 Employees have elected to divert by way of wage reduction the following amount to the Western Conference of Teamsters Pension Trust (the Trust). The diversion shall be applicable to all compensable hours including overtime hours, and shall be computed monthly. The overtime rate of pay will be calculated based on the total wages and pension diverted. The employer will pay into the Trust amounts diverted on account of each member of the bargaining unit, but otherwise there is no Employer contribution, and the Union agrees that, during the term of this Agreement, it will not request that the Employer make any contribution. Upon ratification, the hourly wage reduction shall be Fifty Cents ($0.50) per compensable hour.

The Employer hereby acknowledges that it has received true copies of the Western Conference of Teamsters Pension Trust Agreement and Declaration of Trust Regulations and shall be considered a party thereto. The Employer (City of Prosser) agrees that the employer trustees in the said trust are and shall be its representatives and consents to be bound by the actions and determinations of the Trustees.

November 1st, 2014 and November 1st, 2015, the Union will reserve the right to open the contract for limited negotiations regarding the Pension Diversion. If the employees bound by this Collective Bargaining Agreement choose to increase their pension diversion above the fifty cent ($0.50) per hour rate, they will do so in November at no cost to the city.

ARTICLE 15 - EMPLOYEE DISCIPLINE/TERMINATION

15.1 DUE PROCESS IN DISCIPLINE - Employees shall be disciplined only for cause- Such discipline shall be in private and the City agrees to follow, where appropriate, a practice of progressive discipline which may begin with verbal warning, progress to written reprimand, then to suspension without pay, demotion or discharge.

Formal discipline is defined as that in which a written record of the action is placed in the employee's personnel file.

In any proposed formal disciplinary action, the employee shall be entitled to have present the Union's business representative or another representative of the employee's choosing. H will be given one working days' notice as time to prepare and informed in advance as to the nature of the matter.

Formal discipline (excluding verbal warnings) shall be administered only following an informal hearing to determine all of the facts and permit oral and written rebuttal by the involved employee. Derogatory statements or complaints will promptly be shown to the employee and he shall have an opportunity to attach his statements before the items are placed in his personnel file.

Disciplinary records will, after two (2) calendar years from the date of the incident, be returned to the employee unless in the intervening period related infractions have occurred. At the discretion of the Supervisor or designee, a disciplinary letter may be removed from the file.

Discipline involving written reprimand, suspension, demotion or discharge shall be subject to appeal set forth in the Grievance Procedure provided in this Agreement.

15.2 An employee suspended without pay may request to, at management's discretion;

1. Forfeit annual leave,
2. Work otherwise scheduled days off, or
3. Any combination thereof, on a day-for-day basis in lieu of the suspension.

ARTICLE 16 - SAVINGS CLAUSE

16.1 If any Article or Section of this Agreement, or any addendum thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, the Article or provision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties shall enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section that has been declared invalid.

If the parties are in disagreement about an item and whether in fact it has been rendered invalid, then this item will be temporarily inoperative pending a resolution of the matter.

ARTICLE 17 - PROBATIONARY EMPLOYEES

17.1 The probationary period of all employees shall be one (1) year. Probationary employees shall be subject to all provisions of this Agreement but shall be only on a trial basis during which they may be separated from employment without cause and without recourse.

ARTICLE 18 - COMPLETE AGREEMENT

18.1 Both parties specifically waive their right to require the other party to reopen this Agreement during its term, except as modified by specific re-opener language or by specific contractual provision.

ARTICLE 19- MANAGEMENT RIGHTS

19.1 The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

19.2 The City has the right to schedule work as required in a manner most advantageous to the department, consistent with requirements of municipal employment public safety and consistent with the Bargaining Agreement.

19.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions in not always specifically described.

19.4 Subject to the provisions of this Agreement, the City reserves the right:

a) To recruit, assign, transfer or promote members to positions within the department;
b) To determine methods, means and additional personnel necessary for departmental operations for employees;
c) To control the departmental budget; and
d) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

19.5 The exercise of Management's Rights shall be an exclusive authority matter, and as such, shall not be subject to grievance and/or arbitration.

19.6 In matters not covered by specific language of this Agreement, the City retains the exclusive right to take action(s) and such action(s) shall not be subject to the grievance procedure contained herein

ARTICLE 20 - SUBORDINATION OF AGREEMENT

20.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal and state law. When any provision thereof are in conflict with or are different from the provision for this Agreement, the provisions of said federal law or state law are paramount and shall prevail

ARTICLE 21 - TERM OF AGREEMENT

21.1 All Articles and Sections of this Agreement shall be in effect for a period from January 1, 2014 and shall continue in full force and effect until December 31, 2016.

Either party desiring to negotiate any changes, additions or modifications in this agreement to become effective January 1, 2017, or any annual extension thereof, shall notify the other party in writing to that effect at least sixty (60) days immediately preceding the expiration date. In the event such notice to negotiate changes, additions or modifications is given, the terms of this agreement shall remain in effect during the course of negotiations. The term of this contract shall not extend beyond that permitted by applicable State and Federal laws, and that each and all of the terms and provisions of this contract are subject to State and Federal Law.

_____	_____
City of Prosser	Teamsters Union Local #839
_____ Date	2/20/14 Date

APPENDIX "A" PUBLIC WORKS EMPLOYEES

Classifications - Wage Rates - Other Provisions:

Effective January 1, 2014, there will be one rate established for each class with automatic progression from one class to the next as follows:

Utility Worker 1 – 0 to 24 months
Utility Worker 2 – 25 to 36 months
Utility Worker 3 – 37 to 60 months
Utility Worker 4 – 61 months +
Public Works Field Leader
Public Works Supervisor, Water Division
Public Works Supervisor, Parks & Streets Division

In addition to time in service, new employees will have required licenses and certifications that must be obtained and maintained in order to progress to the next class and as a condition of continued employment. A committee will be formed to set up the criteria for required licenses and certifications at each level. Current employees will progress through the classes as indicated on the attached list and shall be subject to the requirements in effect on January 1, 2004. Although continued employment and advancement shall not be contingent on the new licensing and certification requirements, current employees will make a good faith effort to obtain required licenses and certifications as soon as possible.

Effective 1/1/2014 (The salaries below reflect a 2% COLA beginning 1/1/2014)

Utility Worker 1	$20.00
Utility Worker 2	$22.03
Utility Worker 3	$23.74
Utility Worker 4	$26.19
Public Works Field Leader	$27.30
Public Works Supervisor, Water Dept.	$29.73
Public Works Supervisor, Parks/Streets	$29.73

Effective 1/1/2015:

COLA - 100% US All Cities CPI-W June-June 2% floor, 4% ceiling

Effective 1/1/2016:

COLA - 100% US All Cities CPI-W June-June 2% floor, 4% ceiling

The City agrees to pay for the cost of CDL required physicals.

Education Incentive

Bargaining unit members shall receive twenty-five dollars ($25.00) per month for an "AA" degree and fifty dollars ($50.00) per month for a "BA" degree, for degrees related to their employment as determined by the City. The school used to obtain the degree shall be recognized and accepted by the City of Prosser.

Uniforms

The City shall provide a once a year uniform allowance of four hundred and fifty dollars ($450.00) (taxable) for 2014. Effective as of 1-1-2015, the City will increase the uniform allowance to five hundred and fifty dollars ($550.00) (taxable). The uniform allowance is to be provided in the month of January for the purchase of approved items as specified below:

Shirts - Uniform short or long sleeve with name and Prosser ID
Pants - Uniform trousers or uniform bib overalls with name
Coat - Heavy and/or lightweight with name and City ID
Boots
Coveralls or lab coat as appropriate

LETTER OF UNDERSTANDING
BY AND BETWEEN
CITY OF PROSSER (PUBLIC WORKS DEPARTMENT)
AND
TEAMSTERS LOCAL UNION NO. 839

STANDBY

The City, at its sole discretion, may require an employee to be on standby duty. Standby duty time shall be from 4:30 pm to 6:00 am on non-holiday week days from Monday 4:30 pm to Friday 6:00 am. Weekend standby shall be from 4:30 pm on Friday until 6:00 am on Monday. Holiday standby shall be from 4:30 pm on the eve preceding the holiday, until 6:00 am on the day following the holiday. Friday and Monday holidays shall be considered part of Weekend Standby and shall begin at 4:30 pm on the eve preceding the holiday and end at 6:00 am on the day following the weekend holiday, whichever is later.

Said employees shall be compensated as follows:

1.) A. For 2014, each employee required to be on standby on Monday through Friday, provided the same are not holidays, shall be compensated at the rate of fifteen dollars ($15.00) per day for each day of required standby. Beginning January 1st, 2015, each employee required to be on standby on Monday through Friday, provided the same are not holidays, shall be compensated at the rate of twenty-two dollars and fifty cents ($22.50) per day for each day of required standby. Beginning January 1st, 2016, each employee required to be on standby on Monday through Friday, provided the same are not holidays, shall be compensated at the rate of thirty dollars ($30.00) per day for each day of required standby.

B. For 2014, each employee required to be on standby on a holiday or weekend shall be compensated at the rate of twenty-five dollars ($25.00) per holiday or day of the weekend. Beginning January 1st, 2015, each employee required to be on standby on a holiday or weekend shall be compensated at the rate of thirty-seven dollars and fifty cents ($37.50) per holiday or day of the weekend. Beginning January 1st, 2016, each employee required to be on standby on a holiday or weekend shall be compensated at the rate of fifty dollars ($50.00) per holiday or day of the weekend.

2.) Employees called out to work while on standby shall be paid their appropriate rate of pay for hours worked in compliance with Article 5.3 of the Collective Bargaining Agreement (CBA);

3.) To be eligible for standby duty for a particular anticipated call out, employees must be available by telephone and must possess the necessary skills, knowledge, and certificates to properly perform the anticipated work;

4.) After eligibility for a particular anticipated call out is met, standby duty will be on a rotating basis among employees qualified, as set forth in number 3 above;

5.) Employees on standby will be provided with a City vehicle while on standby;

6.) This Letter of Understanding (LofU) in no way changes or modifies the current CBA between the City of Prosser and Teamsters Local Union No. 839. This LofU is intended to define compensation for standby time and a means to distribute standby opportunity as fairly and equitably as is practicable.

_____	_____
City of Prosser	Teamsters Local Union No. 839
_____ (Date)	3/20/14 (Date)

LETTER OF AGREEMENT

between

CITY OF PROSSER PUBLIC WORKS DEPARTMENT

and

TEAMSTERS LOCAL UNION NO. 839

From January 1st, 2013 through December 31st, 2016, the parties agree to continue to allow employees to work on a 4-10's schedule. Some employees on the 4-10's schedule will work Monday through Thursday and some employees will work Tuesday through Friday. All employees on the 4-10's schedule will work from 6:00 a.m. to 4:30 p.m. with ½ hour lunch period. Employees may choose to remain on a 5-8's schedule. Those employees who remain on the 5-8's schedule will be scheduled to work Monday through Friday, 7:00 a.m. to 4:00 p.m. with 1 hour lunch.

Holidays will continue to be paid at 8 hours. During holiday weeks, employees on a 4-10's schedule may choose one of the following options:

1. Work four 8-hour days in addition to the holiday for a total of 40 hours.

2. Work three 10-hour days in addition to the holiday for a total of 38 hours.

3. Work three 10-hour days in addition to the holiday and use 2 hours vacation for a total of 40 hours.

In compliance with Article 19, Management Rights, the City has the right *to temporarily* suspend the 4-10 shifts in the event of an emergency situation (emergency work project, natural disaster, civil unrest, etc.) including a staffing shortage. The 4-10 shifts will be reinstated upon the conclusion of issue requiring its suspension.

Paul Warden, Mayor	Robert C. Hawks, Secretary-Treasurer
Date	3/26/14 Date

WASHINGTON TEAMSTERS WELFARE TRUST
SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

city of prosser- public works employees	teamsters local union no. 839
Employer Name	Labor Organization (Union) Name
601 7th street	1103 w sylvester street
Address	Address
prosser WA 99350	pasco WA 99301
City State Zip Code	City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1/1/2014 to: 12/31/16

☐ New Account ☒ Renewal — Account No. 106519 Approximate No. of Covered Employees 8

INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is: ☒ Public Entity ☐ Corporation - State of _____ ☐ Partnership ☐ Sole Proprietorship ☐ LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT *(For renewals, list all coverages, not just changes)*					**Monthly Rate**
Medical Plan	☒ A	☐ B	☐ C	☐ WT-100	$ 1208.55
Life/AD&D	☐ A - $30,000	☐ B - $15,000	☐ C - $5,000		$
Time Loss	☐ A - $400/week	☐ B -$300/week	☐ C - $200/week	☐ D - $100/week	$
LTD	☐ Long Term Disability Income Plan				$
Disability Waivers	☐ Additional 9 months Disability Waiver of Contributions - Medical only				$
Domestic Partners	☒ Domestic Partners – Medical				$ 14.00
Dental Plan	☒ A	☐ B	☐ C		$ 130.50
Domestic Partners	☒ Domestic Partners – Dental				$ 2.20
Vision Plan	☐ EXT				$
Domestic Partners	☐ Domestic Partners – Vision				$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? ☐ Yes ☒ No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - ***A Subscription Agreement must be submitted in advance of the effective date below.***

Contributions above are effective (month, year) January, *20* 14 *based on employment in the prior month.*

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer _____ **For Union** _____

Title/Assn _____ Date _____ Title Secretary-Treasurer Date 3/6/14

ELIGIBILITY TO PARTICIPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date _____

_____
Administrative Agent
Washington Teamsters Welfare Trust

SA 28 (REV 01/07)

WASHINGTON TEAMSTERS WELFARE TRUST

SUBSCRIPTION AGREEMENT GUIDELINES

To participate in the Washington Teamsters Welfare Trust, the bargaining parties must complete a Subscription Agreement and file it with the Trust Administrative Office. Additionally, the bargaining parties are advised of the following general participation and benefit information. See Trust Operating Guidelines for more detailed information.

1. The Subscription Agreement language may not be modified or altered.

2. A Subscription Agreement must be submitted to the Trust Administrative Office for each new or renewed collective bargaining agreement, which provides for participation under the Trust.

3. For new accounts, an enforceable collective bargaining agreement, with contribution requirements and eligibility thresholds for benefits consistent with Trust guidelines, must be submitted prior to the activation of the account.

4. **Contributions for changes in plan benefits or new accounts are effective the first of the month following the date the Trust Office receives the documents in #2 and #3. Trust policy does not allow retroactive changes in contributions or benefits.**

5. A new Subscription Agreement is required for each change in benefits. If a collective bargaining agreement provides for benefit changes subsequent to those listed on the Subscription Agreement submitted to the Trust Office for the new or renewed agreement **and** the changes take effect prior to the termination of the collective bargaining agreement, the bargaining parties are responsible for formally notifying the Trust Administrative Office of the changes; this may be done by completing and submitting another Subscription Agreement, either with the initial agreement or anytime prior to the effective date of the contribution rate changes for the new benefits. Submission of a collective bargaining agreement by itself does not constitute formal notification of changes.

(Please Complete the Entire Subscription Agreement and Tear Off These Guidelines Before Mailing to the Trust Administrative Office)

THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. *A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE.* THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER City of Prosser NAME OF ASSOCIATION Public Works
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER

STREET ADDRESS 601 7th St CITY, STATE, ZIP CODE Prosser, WA 99350

EFFECTIVE DATE OF THIS LABOR AGREEMENT 1/1/2014

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

INDICATE:

RENEWAL ☐ NEW PENSION ACCOUNT ☒ NEW PENSION ACCOUNT BUT EMPLOYER PREVIOUSLY MADE PENSION CONTRIBUTIONS ☐

EMPLOYER OWNERSHIP CHANGE ☐ DATE OF CHANGE _____ SELLER _____

EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES ☐

NAME OF PARENT COMPANY _____

STREET ADDRESS _____ CITY, STATE, ZIP _____

FOR LABOR AGREEMENT RENEWALS:
INDICATE PENSION ACCOUNT NUMBER(S) _____

EMPLOYER IS A: CORPORATION ☐ PARTNERSHIP ☐ UNINCORPORATED SOLE PROPRIETORSHIP ☐
PUBLIC ENTITY ☒ LIMITED LIABILITY COMPANY ☐ (INDICATE - PARTNERSHIP ☐ CORPORATION ☐)
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 9

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union No. 839 **EMPLOYER** _____

BY _____ (SIGNATURE) DATE 2-5-13 BY _____ (SIGNATURE) DATE _____

Robert C. Hawks (PRINT NAME OF INDIVIDUAL SIGNING) _____ (PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Secretary-Treasurer PHONE NO. (509) 547-7513 TITLE _____ PHONE NO. _____

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.

BY _____ DATE _____

Form 144TP Revised 4/11 *(See back side for instructions)*

TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970

(As revised for amendments, extensions and new Pension Agreements effective on or after April 1, 2000)

It is the policy of the Trustees of the Western Conference of Teamsters Pension Trust Fund to accept as Employer Contributions only payments made in accordance with a Pension Agreement that is not detrimental to the Plan. The determination of whether or not a Pension Agreement is detrimental to the Plan shall be made by the Trustees in their sole discretion. However, the list of provisions that follows is furnished as an illustration of those whose inclusion in a Pension Agreement may result in a determination by the Trustees that the Pension Agreement is detrimental to the Plan. It should be noted, however, that the list is not intended as an inclusive list of all such types of provisions.

1. Provisions that limit the employees on whose account contributions are to be made to those above a specic age.

2. Provisions that limit the employees on whose account contributions are to be made to those who will be eligible for retirement within a specied period.

3. Provisions that limit the employees on whose account contributions are to be made to those who have satised a specic minimum period of employment or seniority, except that part-time regular and full-time regular employees serving a probationary period may, for a period not to exceed ninety (90) calendar days, be covered under a contribution rate not less than ten (10) cents per hour, including PEER, Casuals, extras, jobbers and hiring hall employees are not subject to the foregoing exception.

4. Provisions that limit the employees on whose account contributions are to be made to those who have worked more than a specied minimum number of hours in a particular period.

5. Provisions that permit contributions on a basis that will produce a contribution less than on all straight time hours worked by the employee, provided that for purpose of this rule paid vacation and paid holiday hours shall be included in straight time hours worked.

6. Provisions which permit or require pension contributions for persons who are not members of the bargaining unit.

7. Provisions which reduce contributions for each compensable hour to less than that which applied prior to any date, except as provided in Number 3 above.

8. Provisions that provide different contribution rates within the same job classication other than during the specied waiting period as dened in Number 3 above. (Different contribution rates for substantially different job descriptions or classications are permissible as determined by the Trustees in their sole discretion. To illustrate this concept: driver, warehouse, ofce, mechanic, sales, production would be considered substantially different descriptions/classications under this provision.)

In administering the foregoing provisions, the Trustees, with regard to the interpretation of these Guidelines, will attempt to accommodate the bona de needs of the parties to Pension Agreements as long as the Pension Agreements are not detrimental to the Plan. The Trustees, while retaining sole discretion over these issues, invite the parties to Pension Agreements to present proposals to the Trustees in advance of their adoption so that the Trustees may advise the parties on the acceptability of such proposals.

TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS

If a Covered Employer has been on referral to the Trust Fund's attorneys for a period of three months or more for collection of delinquent pension contributions due under a Pension Agreement, then the decision of whether to accept as a Pension Agreement any extensions, renewal, modication or replacement of that Pension Agreement shall be made by the Chairman and Co-Chairman/Secretary, acting jointly, rather than by an Area Administrative Ofce of the Trust Fund.

This Policy shall not apply to an extension, renewal, modication or replacement of a Pension Agreement where the sole reason the Covered Employer is on referral is a delinquency discovered through an examination of the books and records of the Covered Employer by the Trustees or their representatives or resulting from a Trust billing for contribution amounts supplemental to amounts the Covered Employer has reported to the Trust Fund on monthly transmittal report forms.

This Policy is supplemental to, and not in derogation of, the existing authority of the Chairman and Co-Chairman/Secretary to determine whether a collective bargaining agreement or other written agreement qualies as a Pension Agreement and whether Employer Contributions under such agreement are accepted under the rules and regulations of the Trust Fund.

Labor Agreement Reviewed by _____ Date _____

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim Check no. 10371 and 10372 in the amount of $214.05 for the period ending March 25, 2014.		**Meeting Date:** March 25, 2014 Regular Meeting	
Department: Finance	**Director:** Regina Mauras	**Contact Person:** Toni Yost	**Phone Number:** (509) 786-2332
Cost of Proposal: $214.05 **Amount Budgeted:** See 2014 budget for each item listed.			**Account Number:** See Attached **Name and Fund#** See Attached

Reviewed by Finance Department:

Regina Mauras

Attachments to Agenda Packet Item:

1. Check Register # 10371 and 10372

Summary Statement:
Approve payment of claim check no. 10371 and 10372 in the amount of $214.05 for the period ending March 25, 2014.

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

Recommended City Council Action/Suggested Motion:
Approve payment of claim Approve payment of claim check no. 10371 and 10372 in the amount of $214.05 for the period ending March 25, 2014.

Reviewed by Department Director: Regina Mauras Date: 3·20·2014	**Reviewed by City Attorney:** N/A Date:	**Approved by Mayor:** Ted Wanke Date: 3-21-14
Today's Date: March 20, 2014	**Revision Number/Date:**	**File Name and Path:**

CHECK REGISTER

City Of Prosser
MCAG #: 0205

Time: 13:34:23 Date: 03/25/2014
03/01/2014 To: 03/31/2014
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
638	**03/25/2014**	**Claims**	**1**	**10371**	**James Castagne**	**174.05**	**LEOFF 1 Reimbursement**
		117 - 517 91 20 001 - Personnel Benefits				174.05	LEOFF 1 Reimbursement
639	**03/25/2014**	**Claims**	**1**	**10372**	**Gerald Sherman**	**40.00**	**LEOFF 1 Reimbursement**
		117 - 517 91 20 001 - Personnel Benefits				40.00	LEOFF 1 Reimbursement

517 Employee Benefit Programs	214.05	
117 Employee Benefits Security	214.05	
	Claims:	214.05
	214.05	

Signature

3/20/14
Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of an Acceptance of gift of Right-of-Way by Catholic Charities Housing Services along the Southern Boundary of the Parcel Commonly Addressed as 480 North River Road for the Construction of a New Street.		**Meeting Date:** March 25, 2014 Regular Meeting	
Department: Planning	**Director:** Paul Warden	**Contact Person:** Steve Zetz	**Phone Number:** (509) 786-8212
Cost of Proposal: NA **Amount Budgeted:** NA			**Account Number:** **Name and Fund#**

Reviewed by Finance Department:

Regina Mamos

Attachments to Agenda Packet Item:

1. Deed
2. Survey Map
3. Notice
4. Title Report
5. Date Down Endorsement
6. Email from CCHS and Bob Peterson Housing Finance Commission
7. Request for Partial Reconveyance

Summary Statement:

Catholic Charities Housing Service (CCHS) is proposing to grant the City of Prosser Right-Of-Way (ROW) along the southern boundary of 480 North River Road for the construction of a new street that will eventually be improved to serve its property. When CCHS constructs a project, it will be required to improve the street to city standards and extend water, irrigation, and sewer lines to the end of that street. Depending on the eventual future development, CCHS may have to gift additional right-of-way to the City.

CCHS is making the request based on their funding limitations and requirements. According to John Probst, from CCHS, and Nathan Poel, from the Office of Rural and Farmworker Housing, the project funding can only be released when the project parcel is created. CCHS has 12.65 acres but will only be using approximately 5 acres for this project. In order to satisfy the funding requirements, the property must be divided into at least two lots. Since the Prosser Municipal Code does not allow a short plat to create a land locked parcel, CCHS proposes to dedicate the right-of-way which would then allow a proposed short plat and thus satisfy their funding requirements. City staff has asked CCHS to prepare a detailed letter explaining why the dedication is needed and to identify other jurisdictions where a similar process has taken place. Staff has also asked them to

provide any additional materials that may help explain the process and show the need for such a dedication as opposed to conveying it via a subdivision application. CCHS has indicated they will provide this information and be available at the meeting March 25th, 2014.

Although, notification is not required, the Planning Department mailed out a notice to surrounding property owners in the interest of keeping the citizens informed and ensuring that the process is open and transparent.

As you can see from the Title Report, CCHS has several loans encumbering the property and has delinquent taxes and irrigation assessments against the property. Therefore, the acceptance of the gift of the right-of-way must be contingent upon the lenders releasing their security interests and delinquencies on the portion being given to the City.

Consistent with or Comparison to:

Consistent with Prosser Municipal Code and State Law.

Recommended City Council Action/Suggested Motion:

Accept the gift of Right-of-Way from Catholic Charities Housing Service contingent upon the release of all security interests from the portion being gifted to the City and the payment of all real estate taxes and irrigation charges owing against the property.

Reviewed by Department Director:	Reviewed by City Attorney:	Approved by Mayor:
Date: 3-21-14	Date: 3/20/14	Date: 3-21-14
Today's Date: March 20, 2014	Revision Number/Date:	File Name and Path:

After recording, return to (Name, Address, Zip):

City of Prosser
6017th Street
Prosser, WA 99350

WARRANTY DEED (Statutory Form)

Grantor(s): Catholic Charities Housing Services - Diocese of Yakima, a Non-Profit Corporation
Grantee(s): City of Prosser, a Municipal Corporation
Abbreviated Legal Description: Portion of GL5, 2-8-24
Assessor's Property Tax Parcel or Account No: 1-0284-200-0020-000
Reference No(s) of Documents Assigned or Released:

Catholic Charities Housing Services - Diocese of Yakima, a Non Profit Corporation, Grantor,
for and in consideration of a gift
in hand paid,
conveys and warrants to City of Prosser, Municipal Corporation, Grantee,
all right, title and interest in the following described real estate, situated in Benton County, State of Washington:

See Exhibit A attached hereto and made a part hereof.

DATED 3/5/2014

John L. Young
JOHN L. YOUNG

STATE OF WASHINGTON, County of _____) ss.

I certify that I know or have satisfactory evidence that _____ is/are the individual(s) who appeared before me, and who acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED _____

Notary Public for Washington
My appointment expires _____

PUBLISHER'S NOTE: If a corporate grantor, complete and attach Form No. 68, Corporate Acknowledgment.

Form No. PS3 -- Warranty Deed (Statutory Form) ES
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NO PART OF ANY WASHINGTON LEGAL BLANK FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON,
County of Yakima } ss.

I certify that I know or have satisfactory evidence that John Young is the individual who appeared before me, and who acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Catholic Charities Housing Services to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED 3/5/14

Notary Public for Washington
My appointment expires 6/1/17

YOLANDA MONTIEL
COMMISSION EXPIRES
NOTARY
PUBLIC
JUNE 1, 2017
STATE OF WASHINGTON

Form No. P66 – Corporate Acknowledgment ES
© 2006 Washington Legal Blank, Portland, OR www.wlbforms.com
NO PART OF ANY WASHINGTON LEGAL BLANK FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

EXHIBIT A

Parcel C

The south 60 feet of that portion of the hereafter described Parcel X, lying easterly of the following described traverse line;

Commencing at the southwest corner of the north 305.3 feet of Government Lot 5, Section 2, Township 8 North, Range 24 East, W.M.;
thence South 88°58'16" East, reference bearing, parallel to the north line of said Lot 5, a distance of 669.58 feet to the point of beginning of said traverse line;
thence South 1°01'44" West, 496.20 feet to a point on the south line of said Parcel X and the terminus of said traverse line.

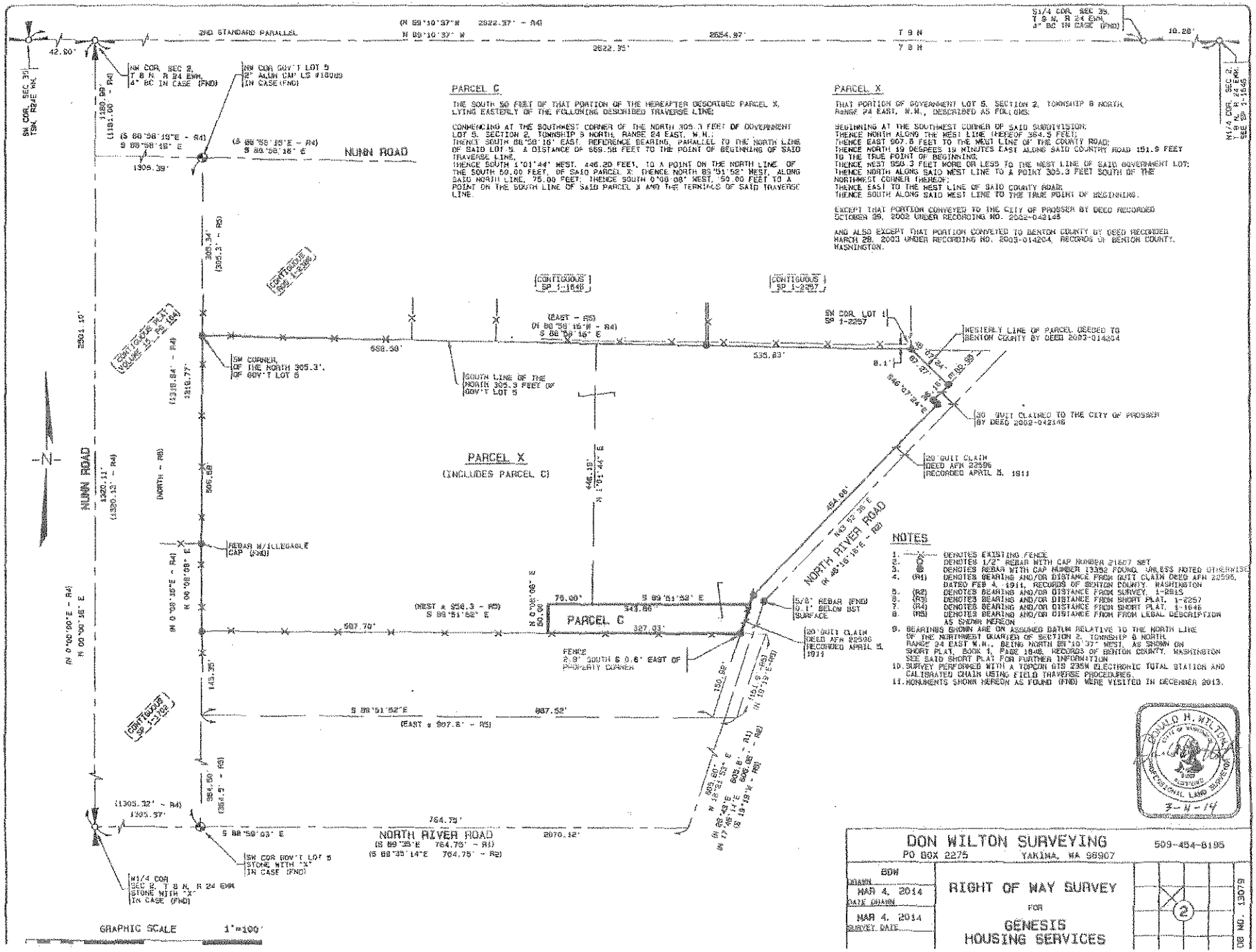
Parcel X

That portion of Government Lot 5, Section 2, Township 8 North, Range 24 East, W.M., described as follows:

Beginning at the southwest corner of said subdivision;
thence north along the west line thereof 364.5 feet;
thence east 907.6 feet to the west line of the county road;
thence North 19 degrees 19 minutes East along said country road 151.9 feet to the true point of beginning;
thence west 958.3 feet more or less to the west line of said Government Lot;
thence north along said west line to a point 305.3 feet south of the northwest corner thereof;
thence east to the west line of said county road;
thence south along said west line to the true point of beginning.

EXCEPT that portion conveyed to the City of Prosser by deed recorded October 29, 2002 under recording no. 2002-042146

AND ALSO EXCEPT that portion conveyed to Benton County by deed recorded March 28, 2003 under recording no. 2003-014204, records of Benton County, Washington.


2ND STANDARD PARALLEL
(N 89°10'37"W 2622.37' - R4)
N 89°10'37" W
2654.97'
2622.35'
T 9 N
T 8 N
S1/4 COR, SEC 35, T 9 N, R 24 EWM, 3" BC IN CASE (FND)
10.28'
42.20'
SW COR, SEC 35 T9N, R24E WM
NW COR, SEC 2, T 8 N, R 24 EWM, 4" BC IN CASE (FND)
SW COR GOV'T LOT 5 2" ALUM CAP LS #18089 IN CASE (FND)
(S 88°58'18"E - R4)
S 88°58'18" E
1309.39'
NUNN ROAD
PARCEL C
THE SOUTH 50 FEET OF THAT PORTION OF THE HEREAFTER DESCRIBED PARCEL X, LYING EASTERLY OF THE FOLLOWING DESCRIBED TRAVERSE LINE:
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 305.3 FEET OF GOVERNMENT LOT 5, SECTION 2, TOWNSHIP 8 NORTH, RANGE 24 EAST, W.M.;
THENCE SOUTH 88°58'18" EAST, REFERENCE BEARING, PARALLEL TO THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 669.58 FEET TO THE POINT OF BEGINNING OF SAID TRAVERSE LINE;
THENCE SOUTH 1°01'44" WEST, 446.20 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 50.00 FEET, OF SAID PARCEL X; THENCE NORTH 89°51'52" WEST, ALONG SAID NORTH LINE, 75.00 FEET; THENCE SOUTH 0°08'08" WEST, 50.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL X AND THE TERMINUS OF SAID TRAVERSE LINE.
PARCEL X
THAT PORTION OF GOVERNMENT LOT 5, SECTION 2, TOWNSHIP 8 NORTH, RANGE 24 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH ALONG THE WEST LINE THEREOF 364.9 FEET;
THENCE EAST 907.8 FEET TO THE WEST LINE OF THE COUNTY ROAD;
THENCE NORTH 19 DEGREES 19 MINUTES EAST ALONG SAID COUNTRY ROAD 151.9 FEET TO THE TRUE POINT OF BEGINNING;
THENCE WEST 958.3 FEET MORE OR LESS TO THE WEST LINE OF SAID GOVERNMENT LOT;
THENCE NORTH ALONG SAID WEST LINE TO A POINT 305.3 FEET SOUTH OF THE NORTHWEST CORNER THEREOF;
THENCE EAST TO THE WEST LINE OF SAID COUNTY ROAD;
THENCE SOUTH ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.
EXCEPT THAT PORTION CONVEYED TO THE CITY OF PROSSER BY DEED RECORDED OCTOBER 29, 2002 UNDER RECORDING NO. 2002-042148
AND ALSO EXCEPT THAT PORTION CONVEYED TO BENTON COUNTY BY DEED RECORDED MARCH 28, 2003 UNDER RECORDING NO. 2003-014204, RECORDS OF BENTON COUNTY, WASHINGTON.
W1/4 COR, SEC 2, T 8 N, R 24 EWM, SEE SP 1-1646
CONTIGUOUS SP 1-1646
CONTIGUOUS SP 1-2257
CONTIGUOUS SP 1-2702
CONTIGUOUS SHORT PLAT 1-2257
(EAST - R5)
(N 88°58'18"W - R4)
S 88°58'18" E
SW COR, LOT 1 SP 1-2257
WESTERLY LINE OF PARCEL DEEDED TO BENTON COUNTY BY DEED 2003-014204
SW CORNER OF THE NORTH 305.3', OF GOV'T LOT 5
SOUTH LINE OF THE NORTH 305.3 FEET OF GOV'T LOT 5
538.83'
8.1'
S46°07'24"E
30' QUIT CLAIMED TO THE CITY OF PROSSER BY DEED 2002-042148
20' QUIT CLAIM DEED AFN 22596 RECORDED APRIL 5, 1911
PARCEL X
(INCLUDES PARCEL C)
NORTH RIVER ROAD
N43°52'36"E
N 48°18'18"E - R2
454.08'
REBAR W/ILLEGABLE CAP (FND)
(WEST = 958.3 - R5)
S 89°51'52" E
75.00'
343.88'
327.03'
5/8" REBAR (FND) 0.1' BELOW BST SURFACE
20' QUIT CLAIM DEED AFN 22596 RECORDED APRIL 5, 1911
FENCE 2.9' SOUTH & 0.6' EAST OF PROPERTY CORNER
507.70'
S 89°51'52"E
887.52'
(EAST = 907.8' - R5)
150.00'
(N 19°19'E - R2)
(1303.32' - R4)
1305.37'
764.79'
S 88°59'03" E
NORTH RIVER ROAD
(S 89°35'E 764.75' - R1)
(S 89°35'14"E 764.75' - R2)
2870.12'
SW COR GOV'T LOT 5 STONE WITH "X" IN CASE (FND)
W1/4 COR SEC 2, T 8 N, R 24 EWM STONE WITH "X" IN CASE (FND)
GRAPHIC SCALE 1"=100'
NOTES
1. DENOTES EXISTING FENCE
2. DENOTES 1/2" REBAR WITH CAP NUMBER 21607 SET
3. DENOTES REBAR WITH CAP NUMBER 13392 FOUND, UNLESS NOTED OTHERWISE
4. (R1) DENOTES BEARING AND/OR DISTANCE FROM QUIT CLAIM DEED AFN 22596, DATED FEB 4, 1911, RECORDS OF BENTON COUNTY, WASHINGTON
5. (R2) DENOTES BEARING AND/OR DISTANCE FROM SURVEY, 1-2815
6. (R3) DENOTES BEARING AND/OR DISTANCE FROM SHORT PLAT, 1-2257
7. (R4) DENOTES BEARING AND/OR DISTANCE FROM SHORT PLAT, 1-1646
8. (R5) DENOTES BEARING AND/OR DISTANCE FROM FROM LEGAL DESCRIPTION AS SHOWN HEREON
9. BEARINGS SHOWN ARE ON ASSUMED DATUM RELATIVE TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 24 EAST W.M., BEING NORTH 89°10'37" WEST, AS SHOWN ON SHORT PLAT, BOOK 1, PAGE 1646, RECORDS OF BENTON COUNTY, WASHINGTON SEE SAID SHORT PLAT FOR FURTHER INFORMATION
10. SURVEY PERFORMED WITH A TOPCON GTS 235W ELECTRONIC TOTAL STATION AND CALIBRATED CHAIN USING FIELD TRAVERSE PROCEDURES.
11. MONUMENTS SHOWN HEREON AS FOUND (FND) WERE VISITED IN DECEMBER 2013.
DONALD H. WILTON
STATE OF WASHINGTON
21607
REGISTERED PROFESSIONAL LAND SURVEYOR
3-4-14
DON WILTON SURVEYING
PO BOX 2275 YAKIMA, WA 98907
509-454-8195
BDW
DRAWN
MAR 4, 2014
DATE DRAWN
MAR 4, 2014
SURVEY DATE
RIGHT OF WAY SURVEY
FOR
GENESIS HOUSING SERVICES
2
JOB NO. 13079

City of Prosser

March 4, 2014

NOTICE

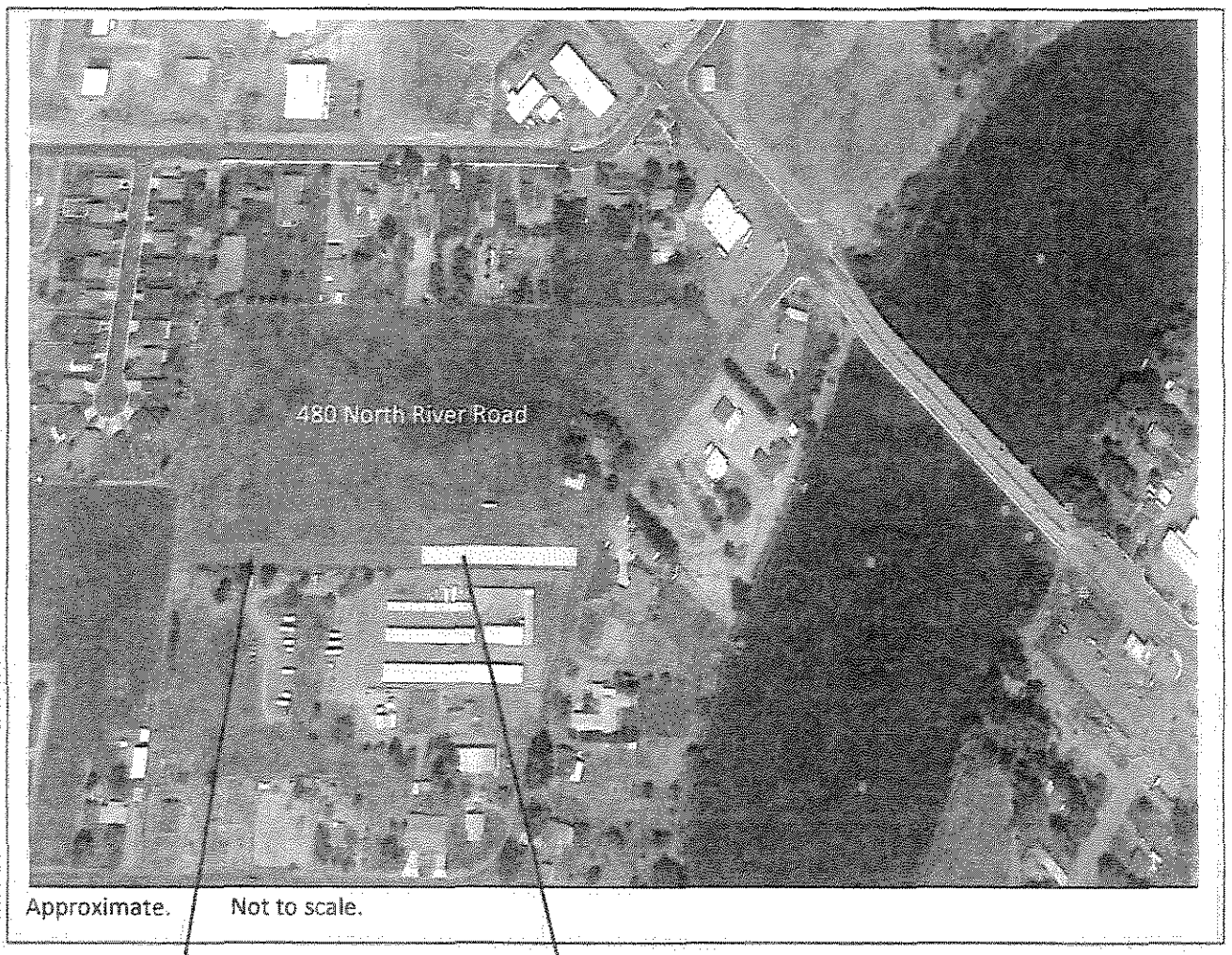
The City of Prosser is preparing to locate a new road for residential development as identified in the Prosser Comprehensive Plan. The City Council is expected to decide on the dedication of the proposed right-of-way at a regular meeting March 11, 2014 at 7:00 p.m. at the Prosser City Council Chambers located at 601 7th Street. While this is not a public hearing the Planning Department believes that it is important for the public and the surrounding property owners to be aware of development and to weigh in on potential issues. Please review the proposed location and attached legal description.

The City is also seeking suggestions for the name of the road. If you have a suggestion please feel free to contact me.

At this time the City of Prosser does not have an application for development, this is for the dedication of right-of-way only.

Steve Zetz
City Planner
szetz@cityofprosser.com
(509) 786-8212

Mailing Address:
601 7th Street
Prosser, WA. 99350



Approximate. Not to scale.

Future extension.

Proposed Right-of-Way 50' wide.

See attached legal description.

EXHIBIT A

Parcel C

The south 60 feet of that portion of the hereafter described Parcel X, lying easterly of the following described traverse line;

Commencing at the southwest corner of the north 305.3 feet of Government Lot 5, Section 2, Township 8 North, Range 24 East, W.M.;
thence South 88°58'16" East, reference bearing, parallel to the north line of said Lot 5, a distance of 669.58 feet to the point of beginning of said traverse line;
thence South 1°01'44" West, 496.20 feet to a point on the south line of said Parcel X and the terminus of said traverse line.

Parcel X

That portion of Government Lot 5, Section 2, Township 8 North, Range 24 East, W.M., described as follows:

Beginning at the southwest corner of said subdivision;
thence north along the west line thereof 364.5 feet;
thence east 907.6 feet to the west line of the county road;
thence North 19 degrees 19 minutes East along said country road 151.9 feet to the true point of beginning;
thence west 958.3 feet more or less to the west line of said Government Lot;
thence north along said west line to a point 305.3 feet south of the northwest corner thereof;
thence east to the west line of said county road;
thence south along said west line to the true point of beginning.

EXCEPT that portion conveyed to the City of Prosser by deed recorded October 29, 2002 under recording no. 2002-042146

AND ALSO EXCEPT that portion conveyed to Benton County by deed recorded March 28, 2003 under recording no. 2003-014204, records of Benton County, Washington.

POLICY OF TITLE INSURANCE

Schedule A

Issued with Policy No.: **LX-08755094/LX-0875510**

Order Number 97737	Loan Number	Reference Number	Policy Number OX-08337119
Date of Policy **June 6, 2011 at 3:06 pm**	Amount of Insurance $560,000.00	Premium $1,435.00	Rate **General Schedule Rate**

Address Reference: **480 NORTH RIVER ROAD, PROSSER, WA 99350**

1. Name of Insured:

   CATHOLIC CHARITIES HOUSING SERVICES - DIOCESE OF YAKIMA, a Washington Non-Profit Corporation

2. The estate or interest in the land which is covered by this policy is:

   FEE SIMPLE

3. The estate or interest in the land is vested in:

   CATHOLIC CHARITIES HOUSING SERVICES - DIOCESE OF YAKIMA, a Washington Non-Profit Corporation

4. The land referred to in this Policy is situated in **BENTON** County, Washington and is described as follows:

   See Exhibit A attached hereto and made a part hereof.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

STANDARD EXCEPTIONS:

A. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices or such proceedings, whether or not shown by the records of such agency or by the public records.

B. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession thereof.

C. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

D. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

E. Any lien, or right to a lien, for labor, material, services or equipments or for contributions to employee benefit plans, or liens under Workmen's compensation Acts, not disclosed by the public records.

F. a) Unpatented mining claims; b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; c) Indian treaty or aboriginal rights, including,, but not limited to, easements or equitable servitudes; or d) water rights, claims or title to water, whether or not the matters excepted under a), b), c) or d) are shown by the public records.

G. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to any portion of the land which is now or may formerly have been covered by water.

H. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SPECIAL EXCEPTIONS:

1. **Liability to future assessment by Sunnyside Valley Irrigation District, none now due and payable.**

2. **<u>EASEMENT</u> for right of way for necessary canals, tunnels or other water conduits and for telephone and transmission lines required in connection with the Sunnyside Valley Irrigation Project contained in instrument of record.**

3. **<u>RIGHT OF WAY EASEMENT</u>, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;**

Recorded:	**August 11, 1958**
Recording No.:	**399087**
In favor of:	**Public Utility District No. 1 of Benton County, Washington, a municipal corporation**

SCHEDULE B - Continued

4. RIGHT OF WAY EASEMENT, including the terms, covenants and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;

Recorded:	September 26, 1960
Recording No.:	443795
In favor of:	Public Utility District No. 1 of Benton County, Washington, a municipal corporation

5. LOW INCOME HOUSING COVENANT AGREEMENT, including the terms, covenants and provisions thereof, entered into;

Recorded:	June 6, 2011
Recording No.:	2011-015797

6. DEED OF TRUST, to secure an indebtedness, including any interest, advances, or other obligations secured thereby;

Amount:	$308,507.00
Dated:	June 6, 2011
Recorded:	June 6, 2011
Recording No.:	2011-015798
Grantor:	Catholic Charities Housing Services - Diocese of Yakima, a Washington Non-Profit Corporation
Trustee:	Benton Franklin Title Company, a Washington Corporation
Beneficiary:	Impact Capital, a Washington Non-Profit Corporation

7. DEED OF TRUST, to secure an indebtedness, including any interest, advances, or other obligations secured thereby;

Amount:	$266,121.00
Dated:	June 6, 2011
Recorded:	June 6, 2011
Recording No.:	2011-015799
Grantor:	Catholic Charities Housing Services - Diocese of Yakima, a Washington Non-Profit Corporation
Trustee:	Benton Franklin Title Insurance Company
Beneficiary:	Washington State Housing Commission

PRIORITY AGREEMENT, including the terms, covenants and provisions thereof, entered into;

Between:	Impact Capital, a Washington Non-Profit Corporation
And:	Washington State Housing Commission
And:	Catholic Charities Housing Services - Diocese of Yakima, a Washington Non-Profit Corporation
Recorded:	June 6, 2011
Recording No.:	2011-015800

END OF SCHEDULE B

jr

Exhibit A

That portion of Government Lot 5, Section 2, Township 8 N, Range 24 EWM described as follows:

Beginning at the Southwest corner of said subdivision; thence North along the West line thereof 364.5 feet; thence East 907.6 feet to the West line of the County Road; Thence North 19 degrees 19 minutes East along said County Road 151.9 feet to the True Point of Beginning; Thence West 958.3 feet more or less to the West line of said Government Lot; Thence North along said West line to a point 305.3 feet South of the Northwest corner thereof; Thence East to the West line of said County Road; Thence South along said West line to the True Point of Beginning;

EXCEPT that portion conveyed to the City of Prosser by deed recorded October 29, 2002 under Recording No. 2002-042146;

AND ALSO EXCEPT that portion conveyed to Benton County by deed recorded March 28, 2003 under Recording No. 2003-014204, records of Benton County, Washington.

DATE-DOWN ENDORSEMENT - CONSTRUCTION LOAN
Attached to Policy No.: **LX-08755094**
Issued By
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Order No.: 97737
Customer No.:

Re: **CATHOLIC CHARITIES HOUSING**

The Company assures the Insured

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the public records, affecting said estate or interest, other than those shown in said policy and previous endorsements, except

   NO CHANGE

2. That there are no subsisting tax or assessment liens which are prior to the mortgage referred to in Schedule A, other than those shown in said policy and previous endorsements, if any, except amending;

   7. **DELINQUENT GENERAL TAXES for the second half of the year 2013, plus interest and penalties;**
      Amount billed: **$5,923.00**
      Amount paid: **$2,961.50**
      Amount delinquent: **$2,961.50**
      Tax Account No.: **1-0284-200-0020-000**

   8. **DELINQUENT IRRIGATION ASSESSMENT by Sunnyside Valley Irrigation District, for the year 2013, plus interest and penalties;**
      Amount: **$1,240.80**
      Tax Account No.: **1-0284-200-0020-000**

      Note: Future irrigation assessments will be assessed by the City of Prosser.

3. That, as shown by the public records, the title to said estate or interest is vested in the vestees shown in Schedule A;

The Company hereby insures against loss which the Insured shall sustain in the event that the assurances of the Company herein shall prove to be incorrect.

The Company further insured the Insured against loss which the Insured shall sustain by reason of the establishment of priority over the lien of said mortgage, including any advance made which is a portion of the indebtedness evidenced by the note or notes secured by said mortgage, upon said estate or interest by any statutory lien for labor and material arising out of work or improvement under construction or completed at the date hereof.

This endorsement is made a part of the policy and is subject to the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: **December 10, 2013 at 8:00 a.m.**

Countersigned

Authorized Signatory

BENTON FRANKLIN TITLE COMPANY
Agent of
OLD REPUBLIC NATIONAL
LAND TITLE INSURANCE COMPANY

WA Form Date-Down Endorsement
Construction Loan (1-1-94)

BENTON-FRANKLIN TITLE CO.

3315 W. CLEARWATER, SUITE 100
509-783-0661
KENNEWICK, WA 99336

Invoice

DATE	INVOICE #
12/13/2013	97737

BILL TO
CATHOLIC CHARITIES SERVICES ATTN: NATHAN POEL 5301 TIETON DR. STE G YAKIMA, WA 98908

REFERENCE
CATHOLIC CHARITIES HOUSING

TERMS	ORDER NO.
	97737

DESCRIPTION	AMOUNT
Date Down Endorsement	50.00T
SALES TAX	4.15
Total	$54.15

BENTON-FRANKLIN TITLE COMPANY

3315 WEST CLEARWATER AVENUE, SUITE 100, KENNEWICK, WA 99336
TELEPHONE (509) 783-0661, TITLE FAX (509) 783-7860, ESCROW FAX (509) 783-2256, WEB SITE WWW.BFTITLE.COM

May 9, 2011 at 2:06:47 PM **Order No.: 97737**

AMENDED
DISTRIBUTION LIST

Copies of this order are being sent to the following:

Benton Franklin Title Company Attn: J. Sue Pope 3315 W. Clearwater Ave. Kennewick, WA 99336	3 copies
Office of Rural and Farmworker Housing Susan Wilson	Email susanw@orfh.org
Impact Capital Attn: Laurie	Email laurie@impactcapital.org
Washington State Housing Finance Commission Attn: Bob Peterson	Email bob.peterson@wshfc.org

Steve Zetz

From: John Probst [jprobst@ccyakima.org]
Sent: Wednesday, March 19, 2014 2:59 PM
To: Steve Zetz
Subject: FW: Prosser Land Segregation

Steve:

Please see below.

John Probst
Development Manager
Catholic Charities Housing Services
jprobst@ccyakima.org
Direct: 509-853-2793
Cell: 509-949-7276
Office: 509-853-2800
FAX 509-853-2805
"We Bring Hope to Life!"

From: Bob Peterson [mailto:Bob.Peterson@wshfc.org]
Sent: Wednesday, March 19, 2014 2:54 PM
To: jprobst@ccyakima.org
Cc: Bryan Ketcham; Susan Wilson (susanw@orfh.org); Mary Gustaveson; Bobbi Alseth (bobbia@orfh.org)
Subject: Prosser Land Segregation

John et al,

Here is some clarification regarding the land purchase for the Granger-Prosser Family Housing tax credit project.

As part of the requirements for Low Income Housing Tax Credits and to finalize the financing syndication of the Tax Credits, a legal description of the project land must be finalized. In the instance of the Prosser project, the master tax parcel exceeds 12 acres. The project will encompass about 5 acres, including the proposed Partial Reconveyance to the City for a future new road to be constructed as part of the project development. This Partial Reconveyance is necessary to create a legal tax parcel of the remaining land. The Tax Credit project can only purchase the project site and land necessary for any roads.

Should you have questions regarding this please contact me.

Bob Peterson, Manager
Multifamily Housing and Community Facilities Division
Washington State Housing Finance Commission
1000 Second Avenue, Suite 2700
Seattle, WA 98104-1046
800 767-4663 In-State Toll Free
206 287-4454 Direct, 206 587-5113 Fax

Please consider the environment before printing this e-mail.

Disclaimer: Public documents and records are available to the public as required under the Washington State Public Records Act (RCW 42.56). The information contained in all correspondence with a government entity may be disclosable to third party requesters under the Public Records Act.

REQUEST FOR PARTIAL RECONVEYANCE
Without satisfaction of debt

TO: FIRST AMERICAN TITLE INSURANCE COMPANY

The undersigned is the legal owner and holder of the Promissory Note in the original sum of $308,507 and all other indebtedness secured by within the Deed of Trust dated June 6, 2011. You are hereby requested and directed to reconvey, without warrenty, to the person(s) entitled thereto the right, title, or interest now held by you thereunder in and to that portion of the real property described in said Deed of Trust, situated in Benton County, Washington, as follows:

Parcel C (to be deeded to the City of Prosser)

The south 50 feet of that portion of the hereafter described Parcel X, lying easterly of the following described traverse line;

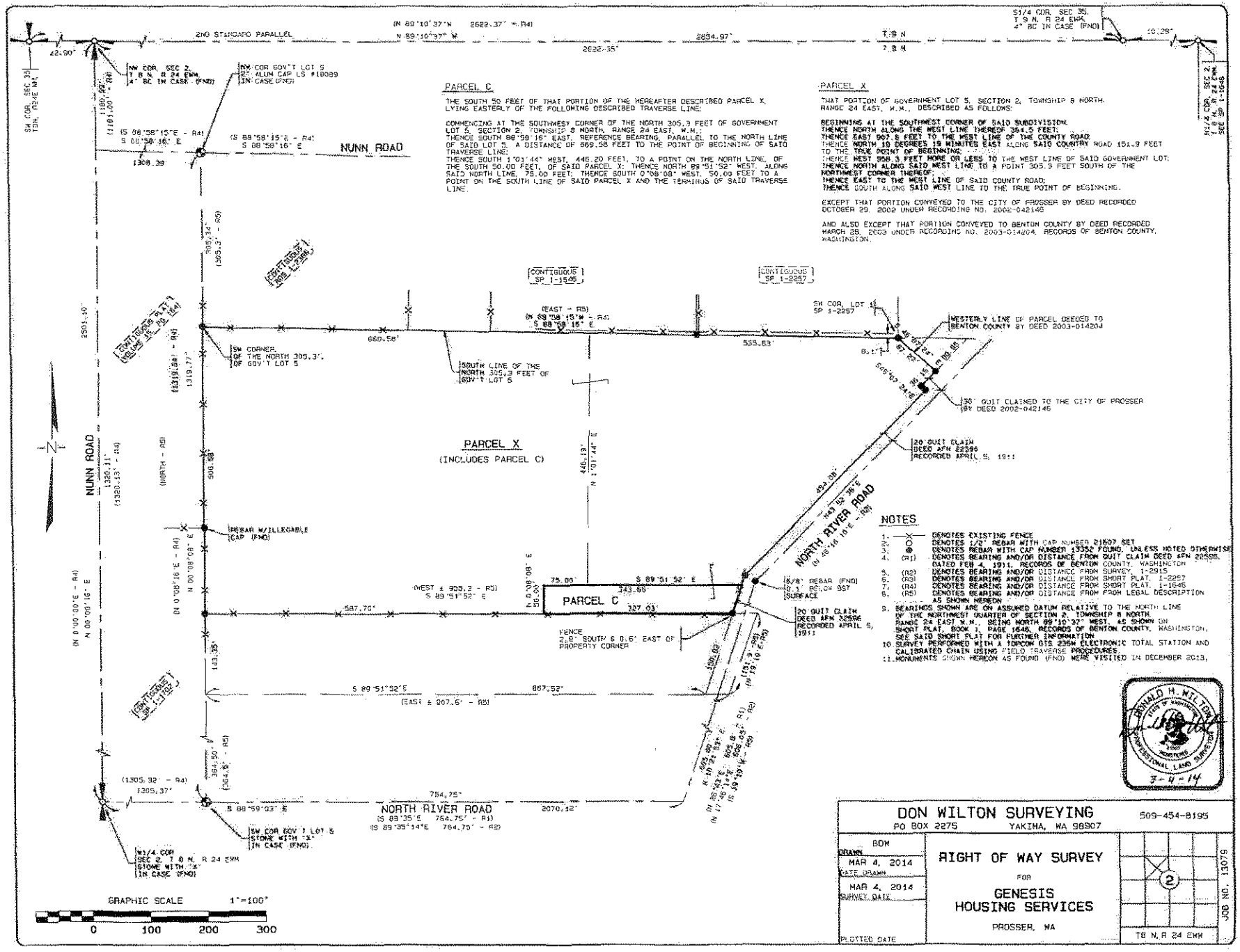
Commencing at the southwest corner of the north 305.3 feet of Government Lot 5, Section 2, Township 8 North, Range 24 East, W.M.; thence South 88°58'16" East, reference bearing, parallel to the north line of said Lot 5, a distance of 669.58 feet to the point of beginning of said traverse line; thence South 1°01'44" West, 446.20 feet, to a point on the north line, of the south 50.00 feet, of said Parcel X; thence North 89°51'52" West, along said north line, 75.00 feet; thence South 0°08'08" West, 50.00 feet to a point on the south line of said Parcel X and the terminus of said traverse line

Dated: March 13, 2014

Judith Olsen, Executive Director
Impact Capital

Deed of Trust Recording #: 2011-015798
Deed of Trust Recording Date: June 6, 2011
Grantor: CATHOLIC CHARITIES HOUSING SERVICES DIOCESE OF YAKIMA
Trustee: BENTON-FRANKLIN TITLE COMPANY
Beneficiary: IMPACT CAPITAL
Assessor's Tax Parcel ID#: 1-0284-200-0020-000
Benton-Franklin Title Company #: 97737

MAR 17 2014



PARCEL C

THE SOUTH 50 FEET OF THAT PORTION OF THE HEREAFTER DESCRIBED PARCEL X, LYING EASTERLY OF THE FOLLOWING DESCRIBED TRAVERSE LINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 305.3 FEET OF GOVERNMENT LOT 5, SECTION 2, TOWNSHIP 8 NORTH, RANGE 24 EAST, W.M.; THENCE SOUTH 88°58'16" EAST, REFERENCE BEARING, PARALLEL TO THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 669.58 FEET TO THE POINT OF BEGINNING OF SAID TRAVERSE LINE; THENCE SOUTH 1°01'44" WEST, 446.20 FEET, TO A POINT ON THE NORTH LINE, OF THE SOUTH 50.00 FEET, OF SAID PARCEL X; THENCE NORTH 89°51'52" WEST, ALONG SAID NORTH LINE, 75.00 FEET; THENCE SOUTH 0°08'08" WEST, 50.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL X AND THE TERMINUS OF SAID TRAVERSE LINE.

PARCEL X

THAT PORTION OF GOVERNMENT LOT 5, SECTION 2, TOWNSHIP 8 NORTH, RANGE 24 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH ALONG THE WEST LINE THEREOF 364.5 FEET;
THENCE EAST 907.6 FEET TO THE WEST LINE OF THE COUNTY ROAD;
THENCE NORTH 10 DEGREES 18 MINUTES EAST ALONG SAID COUNTRY ROAD 151.9 FEET TO THE TRUE POINT OF BEGINNING;
THENCE WEST 958.3 FEET MORE OR LESS TO THE WEST LINE OF SAID GOVERNMENT LOT;
THENCE NORTH ALONG SAID WEST LINE TO A POINT 305.3 FEET SOUTH OF THE NORTHWEST CORNER THEREOF;
THENCE EAST TO THE WEST LINE OF SAID COUNTY ROAD;
THENCE SOUTH ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF PROSSER BY DEED RECORDED OCTOBER 29, 2002 UNDER RECORDING NO. 2002-042146

AND ALSO EXCEPT THAT PORTION CONVEYED TO BENTON COUNTY BY DEED RECORDED MARCH 28, 2003 UNDER RECORDING NO. 2003-014204, RECORDS OF BENTON COUNTY, WASHINGTON.

NOTES

1. —X— DENOTES EXISTING FENCE
2. ○ DENOTES 1/2" REBAR WITH CAP NUMBER 21507 SET
3. ⊕ DENOTES REBAR WITH CAP NUMBER 13352 FOUND, UNLESS NOTED OTHERWISE
4. (R1) DENOTES BEARING AND/OR DISTANCE FROM QUIT CLAIM DEED AFN 22596, DATED FEB 4, 1911, RECORDS OF BENTON COUNTY, WASHINGTON
5. (R2) DENOTES BEARING AND/OR DISTANCE FROM SURVEY, 1-2915
6. (R3) DENOTES BEARING AND/OR DISTANCE FROM SHORT PLAT, 1-2257
7. (R4) DENOTES BEARING AND/OR DISTANCE FROM SHORT PLAT, 1-1646
8. (R5) DENOTES BEARING AND/OR DISTANCE FROM FROM LEGAL DESCRIPTION AS SHOWN HEREON
9. BEARINGS SHOWN ARE ON ASSUMED DATUM RELATIVE TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 24 EAST W.M., BEING NORTH 89°10'37" WEST, AS SHOWN ON SHORT PLAT, BOOK 1, PAGE 1646, RECORDS OF BENTON COUNTY, WASHINGTON; SEE SAID SHORT PLAT FOR FURTHER INFORMATION
10. SURVEY PERFORMED WITH A TOPCON GTS 235W ELECTRONIC TOTAL STATION AND CALIBRATED CHAIN USING FIELD TRAVERSE PROCEDURES.
11. MONUMENTS SHOWN HEREON AS FOUND (FND) WERE VISITED IN DECEMBER 2013.

DONALD H. WILTON — STATE OF WASHINGTON — PROFESSIONAL LAND SURVEYOR — 13079
3-4-14

DON WILTON SURVEYING
PO BOX 2275 YAKIMA, WA 98907 509-454-8195

DRAWN BDW	RIGHT OF WAY SURVEY FOR GENESIS HOUSING SERVICES PROSSER, WA
DATE DRAWN MAR 4, 2014	
SURVEY DATE MAR 4, 2014	
PLOTTED DATE	

2

T8 N, R 24 EWM

JOB NO. 13079

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Adopt Resolution No. 14-_____ Approving the Interlocal Cooperation Agreement for Bridge Inspection with Benton County and Authorizing the Mayor to Sign the Documents.		Meeting Date: March 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: N/A Amount Budgeted: N/A			Account Number: Name and Fund#

Reviewed by Finance Department:

Regina Mamas

Attachments to Agenda Packet Item:

1. Proposed Resolution 14-_____ approving the Interlocal Agreement
2. Interlocal Cooperation Agreement between Benton County and the City of Prosser for Bridge Inspection
3. City of Prosser Resolution No. 14-_____ (as Exhibit "A")
4. Benton County Resolution (as Exhibit "B")

Summary Statement:

The City of Prosser owns and maintains three City bridges; two crossing the Yakima River on Wine Country Road and one crossing the Chandler Canal on Grande Road near the City's Wastewater Treatment Plant.

The Federal Highway Administration (FHWA) requires visual field inspections every two years, an under bridge inspection every 72 months and an underwater inspection every 72 months. The City of Prosser is not equipped, nor has properly trained personnel to undertake the required inspections and, therefore, must rely upon Benton County to inspect the three bridges. Benton County is part of the State of Washington's Bridge Inspection Program and can perform the service in conjunction with Washington State Department of Transportation (WSDOT), complying with the WSDOT Local Programs Bridge Preservation Office.

The City was at one time eligible for free bridge inspections by the County because the State mandated that municipalities with a population of less than 5,000 would fall under county bridge inspection programs at no cost to those affected cities. This is no longer the case because the City's population now exceeds 5,000.

The City is obligated to reimburse Benton County the costs for personnel, equipment, etc., for inspection of the City's bridges, preparation and submittal of reports, and maintenance of the bridge files. If repairs are necessary there will also be costs separate from those for Benton County. These may include retaining an approved consultant, private contractor, or WSDOT Bridge Preservation Office to perform maintenance and repair of any of the City bridges, if necessary.

In order to utilize Benton County for this program, the City must enter into an Interlocal Cooperation Agreement pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730-740. The approval of the agreement must be in the form of a resolution adopted by the City Council.

Consistent with or Comparison to:

Consistent with policies and procedures for Interlocal Cooperation Agreements between the City of Prosser and other governmental agencies such as Benton County.

Recommended City Council Action/Suggested Motion:

Adopt Resolution No. 14-_____ Approving the Interlocal Cooperation Agreement for Bridge Inspection with Benton County and Authorizing the Mayor to Sign the Documents.

Reviewed by Department Director:	Reviewed by City Attorney:	Approved by Mayor:
Date: 3/20/14	Date: 3/14/14	Date: 3-21-14
Today's Date: March 11, 2014	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 APPROVING INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY REGARDING THE BRIDGE INSPECTION PROGRAM.

WHEREAS, the City of Prosser has a need to inspect its three bridges as required by the Federal Highway Administration (FHWA); and

WHEREAS, the City of Prosser does not have the equipment, resources, or personnel trained to undertake bridge inspection as required by the FHWA; and

WHEREAS, as part of the bridge inspection program with the State of Washington, Benton County was required to provide free bridge inspections for cities under 5,000 in population; and

WHEREAS, the City, having passed the population threshold of 5,000 is no longer eligible for free bridge inspection by Benton County; and

WHEREAS, the parties hereto agree that Benton County should continue to inspect the City's bridges pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740; and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and Approved as to Form by the Prosecuting Attorney's Office and Approved as to Form by the City of Prosser Attorney; and

WHEREAS, the Public Works Director has recommended approval of said Interlocal Agreement; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Prosser that the Interlocal Agreement by and between the City of Prosser and Benton County for Bridge Inspection 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

Return to: Benton County Engineer
P.O. Box 1001
Prosser, WA 99350

INTERLOCAL COOPERATION AGREEMENT
BRIDGE INSPECTION

THIS AGREEMENT is made and entered into this ___ day of _____, 2014, by and between the City of Prosser whose address is 601 7th Street, Prosser, WA 99350 (hereinafter "the City") and Benton County whose address is P.O. Box 1001, Prosser, WA 99350 (hereinafter "Benton County").

WHEREAS, Benton County, as a part of the bridge inspection program with the State of Washington, was required to provide free bridge inspection for cities under 5,000 in population; and

WHEREAS, the City, having passed the population threshold of 5,000 is no longer eligible for free bridge inspection by Benton County and not having personnel trained to undertake bridge inspection as required by the Federal Highway Administration ("FHWA") desires to utilize Benton County personnel to inspect the three City bridges; and

WHEREAS, the parties hereto agree that Benton County should continue to inspect the City's bridges pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Responsibilities of Benton County:** Benton County Agrees to provide bridge inspection services under the following terms and conditions.

   A. **Bridges Covered by Agreement.** Benton County agrees to provides inspection services for the three City bridges identified as follows:

      1. Structure ID# 08591900 – Wine Country Road Bridge East
      2. Structure ID# 08737500 – Wine Country Road Bridge West
      3. Structure ID#_____ - Grande Road Bridge
         (This bridge currently has no structure number and has not been entered into the Washington State Bridge Inventory System yet.

Assignment from Washington Bureau of Reclamation to the City of Prosser filed on 10/30/2006).

B. **County Oversight.** Benton County Project Manager will oversee Lead Inspector and Assistant Inspector in all aspects of bridge inspection and file maintenance.

C. **Field Inspections.** Complete visual field inspections on all three bridges will be conducted every 24 months.

1. Benton County will complete inspection reports and data entry; and
2. Benton County will comply with all requirements of the Washington State Department of Transportation ("WSDOT") Local Programs Bridge Preservation Office.

D. **Under Bridge Inspections.** Complete Under Bridge Inspection Truck ("UBIT") every 72 months utilizing the WSDOT two-man crew.

1. Benton County will complete inspection reports and data entry; and
2. Benton County will comply with all requirements of the Washington State Department of Transportation ("WSDOT") Local Programs Bridge Preservation Office.

E. **Underwater Inspections.** Benton County will help coordinate underwater inspections every 72 months with WSDOT. *Note*: WSDOT usually hires a private consultant to complete these inspections.

1. Private consultant will complete all inspection reports and send information/reports to Benton County; and
2. Benton County will review the reports and complete the data entry submission to WSDOT Local Programs Bridge Preservation Office.

F. **Soundings.** Benton County will ensure that soundings are completed on the upstream and downstream sides on both Wine Country Road bridges every 72 months coordinating this inspection with the underwater inspection which is to be performed under subsection 1. D. above.

G. **Digital Photos.** Benton County will take digital photos whenever deemed necessary.

H. **Damage/Repair Reports.** Benton County will prepare damage and/or repair reports if necessary and provide copies of the same to the City.

I. **Inspection Reports.** Benton County will route a copy of all inspection reports to the City along with any damage or repair reports prepared under subsection 1. H. above.

2. **Responsibilities of the City of Prosser:** The City shall have the following duties and responsibilities under this Agreement:

A. **Right of Entry.** The City hereby grants and conveys to the County and WSDOT the right of entry upon all land which the City has interest, within or adjacent to the bridges (as described under subsection 1.A.) for the purpose of accomplishing the work described as part of this Agreement.

B. **Review all Reports.** The City shall review all inspection, damage, and/or repair reports and provide any comment, inquiry, or request for further action in writing within thirty (30) days of receiving said report to Benton County.

C. **Maintenance/Repair.** Complete or retain approved consultant, private contractor or WSDOT Bridge Preservation Office to perform maintenance and repair of all City bridges, if necessary. *Note*: The Bridge Office maintains files on consultants qualified to provide bridge inspection services.

D. **Furnish City Personnel to Assist in Inspections.** During UBIT inspections conducted every 72 months, and as needed for inspections, the City will furnish flag persons to direct traffic flow.

E. **Maintain Current Contact Information.** The City shall keep information current on level of contact in case of emergency closure.

F. **Memorandum of Understanding.** The City shall enter into a Memorandum of Understanding with WSDOT Local Programs Bridge Preservation Office for High Cost Bridge Inspections.

G. **Reimburse County for Costs.** The City shall reimburse all Benton County costs for personnel, equipment, etc., for inspection of the bridges, preparation and submittal of reports, and maintenance of the bridge files.

3. **Representation, Warranties, and Indemnities**

A. The City represents and warrants to Benton County that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).

B. Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).

C. The City shall hold harmless, indemnify and defend Benton County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with this Agreement, or caused or occasioned in whole or in part by reason of the presence of Benton County or its subcontractors or their property upon or in the proximity of the property of the City. PROVIDED, that the City's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of Benton County, its officers, officials, employees or agents. In the event of the concurrent negligence of the City, its subcontractors, employees or agents, and Benton County, its employees or agents, this indemnification obligation of the City shall be valid and enforceable only to the extent of the negligence of the City, its subcontractors, employees and agents.

D. In any and all claims against Benton County, its officers, officials, employees and agents by any employee of the City, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the City or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the City expressly waives any immunity the City might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the City makes with any subcontractor or agent performing work hereunder. The City's obligations under this Section [3] shall survive termination and expiration of this Agreement.**

E. The City's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the City, the Cities employees, agents or subcontractors. The foregoing indemnification obligations of the City are a material inducement to Benton County to enter into this Agreement, and have been mutually negotiated by the parties.

4. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on December 31, 2019.

5. **Termination of Agreement.** This Agreement may be terminated by either party by providing written notice to the designated contacts for each party identified in Section 12 of this Agreement. This written notice must be served on the other party within thirty (30) days of the date of termination.

6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

7. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third-party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

8. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9. **Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

10. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through

discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

11. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.

12. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:	Benton County Public Works P.O. Box 1001 Prosser, WA 99350-0954
To City of Prosser:	City of Prosser 601 7th Street Prosser, WA 99350

13. **Filing of Agreement.** A copy of this Agreement shall be filed with the City Clerk of the City of Prosser and with the Benton County Auditor.

14. **Evidence of Authority.** Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "A"** (City) and **Exhibit "B"** (County).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF PROSSER,
WASHINGTON

By: _____
Mayor

Attest:

_____
City Clerk

Date: _____

Approved as to form:

_____
Attorney, City of Prosser

Date:_____

BENTON COUNTY,
WASHINGTON

By: _____
Chairman, Board of County Commissioners

Attest:

_____
Clerk of the Board

Date: _____

Approved as to form:

_____
Benton County Prosecuting Attorney

Date: _____

Exhibit "A"

CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 14-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER APPROVING INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY REGARDING THE BRIDGE INSPECTION PROGRAM.

WHEREAS, the City of Prosser has a need to inspect its three bridges as required by the Federal Highway Administration (FHWA); and

WHEREAS, the City of Prosser does not have the equipment, resources, or personnel trained to undertake bridge inspection as required by the FHWA; and

WHEREAS, as part of the bridge inspection program with the State of Washington, Benton County was required to provide free bridge inspections for cities under 5,000 in population; and

WHEREAS, the City, having passed the population threshold of 5,000 is no longer eligible for free bridge inspection by Benton County; and

WHEREAS, the parties hereto agree that Benton County should continue to inspect the City's bridges pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740; and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and Approved as to Form by the Prosecuting Attorney's Office and Approved as to Form by the City of Prosser Attorney; and

WHEREAS, the Public Works Director has recommended approval of said Interlocal Agreement; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Prosser that the Interlocal Agreement by and between the City of Prosser and Benton County for Bridge Inspection 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

RESOLUTION

Exhibit "B"

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: CITY OF PROSSER, INTERLOCAL COOPERATION AGREEMENT, BRIDGE INSPECTION

WHEREAS, as a part of the bridge inspection program with the State of Washington, Benton County was required to provide free bridge inspections for cities under 5,000 in population, and

WHEREAS, the City, having passed the population threshold of 5,000 is no longer eligible for free bridge inspection by Benton County and not having personnel trained to undertake bridge inspection as required by the Federal Highway Administration ("FHWA") desires to utilize Benton County personnel to inspect the three City bridges; and

WHEREAS, the parties hereto agree that Benton County should continue to inspect the City's bridges pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Cooperation Agreement, Bridge Inspection with the City of Prosser be approved and the Chairman of the Board of Benton County Commissioners is authorized to sign said agreement.

Dated this _____day of _____.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of Commissioners of Benton County, Washington

Attest:_____
County Clerk of the Board

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Adopt Resolution No. 14-_____Approving the Interlocal Agreement Regarding Solid Waste Management between the City of Prosser and Benton County (Lead Agency), and authorize the Mayor to sign the documents.		**Meeting Date:** March 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: N/A **Amount Budgeted:** N/A			**Account Number:** **Name and Fund#**

Reviewed by Finance Department:

Regina Mauro

Attachments to Agenda Packet Item:

1. Resolution No. 14-_____
2. Attachment "A" - INTER-LOCAL AGREEMENT REGARDING SOLID WASTE MANAGEMENT BENTON COUNTY (2014-2015)

Summary Statement:

This Agreement addresses the City-County joint participation in the countywide Solid Waste Plan and joins public agencies to exercise their powers, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole. The parties of this agreement include Benton County as the Lead Agency, and the cities of Benton City, Kennewick, Richland, Prosser, and West Richland.

RCW Chapter 70.95 and RCW chapter 70.105 require these participating agencies to prepare and implement a solid and hazardous waste plan, conduct a public review process to develop and review the Benton County Comprehensive Solid Waste Plan assuring the Plan fulfills their jurisdictional requirements under said RCW's. This is recognized as a cooperative effort to administer, plan, and implement the recommendations contained within the adopted Benton County Comprehensive Solid Waste Plan. The Lead Agency, Benton County, will manage, track and provide custody for this agreement.

Consistent with or Comparison to: Consistent with policies and procedures for Interlocal Cooperation Agreements between the City of Prosser and other governmental agencies such as Benton County.		
Recommended City Council Action/Suggested Motion: Adopt Resolution No. 14-_____Approving the Interlocal Agreement Regarding Solid Waste Management between the City of Prosser and Benton County (Lead Agency), and authorize the Mayor to sign the documents.		
Reviewed by Department Director: Date: 3/20/14	Reviewed by City Attorney: Date: 3/19/14	Approved by Mayor: Date: 3-21-14
Today's Date: March 18, 2014	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 APPROVING AN INTERLOCAL AGREEMENT REGARDING SOLID WASTE MANAGEMENT WITH BENTON COUNTY AND THE CITY OF PROSSER ADDRESSING CITY-COUNTY JOINT PARTICIPATION IN THE COUNTYWIDE SOLID WASTE PLAN AND JOINING PUBLIC AGENCIES TO EXERCISE THEIR POWERS THEREBY MAXIMIZING THEIR ABILITY TO PROVIDE SERVICES AND FACILITIES WHICH WILL BEST FULFILL THE NEEDS OF THE COMMUNITY AS A WHOLE IN ACCORDANCE WITH RCW CHAPTER 70.95 AND RCW CHAPTER 70.105.

WHEREAS, the City of Prosser recognizes the requirement to prepare and implement solid and hazardous waste plans under RCW Chapter 70.95 and RCW Chapter 70.105; and,

WHEREAS, the City of Prosser jointly participates with the cities of Benton City, Kennewick, Richland and West Richland, under the Lead Agency Benton County; and,

WHEREAS, the City of Prosser recognizes the adopted Benton County Solid Waste Plan fulfills the jurisdictional requirements under RCW Chapter 70.95 and RCW Chapter 70.105; and,

WHEREAS, the City of Prosser wishes to enter into a cooperative effort to administer, plan, and implement the recommendations contained within the adopted Benton County Comprehensive Solid Waste Plan;

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

The City of Prosser, as a participating agency, approves the Interlocal Agreement Regarding Solid Waste Management Benton County, a copy of which is attached to this Resolution, and that the Mayor is authorized to execute the Agreement on behalf of the City.

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

_____
Mayor, Paul Warden

ATTEST:

_____
City Clerk, Rachel Shaw

APPROVED AS TO FORM:

_____
City Attorney, Howard Saxton

ATTACHMENT "A"

Description
Interlocal Agreement Regarding Solid Waste Management Benton County

INTER-LOCAL AGREEMENT
REGARDING SOLID WASTE MANAGEMENT
BENTON COUNTY

This Agreement addresses City-County joint participation in the countywide Solid Waste Plan and joins public agencies to exercise their powers, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole, and is made and entered into effective the first day of January 2014, by and between Benton County, a political subdivision of the State of Washington, hereafter referred to as the Lead Agency, and the cities of Benton City, Kennewick, Richland, Prosser, and West Richland, political subdivisions of the State of Washington, and hereafter referred to as Participating Jurisdictions. The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the Parties, also referred to as the Solid Waste Advisory Committee (SWAC).

I. RECITALS

WHEREAS, the parties hereto recognize the requirement to prepare and implement solid and hazardous waste plans under RCW Chapter 70.95 and RCW Chapter 70.105, and

WHEREAS, the parties hereto recognize the requirement to conduct a public review process to develop and review the Benton County Comprehensive Solid Waste Plan; and

WHEREAS, the parties hereto recognize the adopted Benton County Comprehensive Solid Waste Plan fulfills their jurisdictional requirements under RCW Chapter 70.95 and RCW Chapter 70.105; and

WHEREAS, the parties hereto wish to enter into a cooperative effort to administer, plan, and implement the recommendations contained within the adopted Benton County Comprehensive Solid Waste Plan; and

WHEREAS, each Participating Jurisdiction and Lead Agency shall have one equal vote with regards to policies and decisions made pursuant to all matters of policy and finance; And

WHEREAS, the Lead Agency will manage, track and provide custody for this Agreement, and

II. AGREEMENTS

WHEREAS, the undersigned signatories of this Agreement are duly authorized to enter into the same by properly adopted resolutions,

NOW THERFORE, in consideration of the foregoing recitals and the mutual agreements and covenants herein contained, the parties agree as follows:

A. AUTHORITIES

The parties to this Agreement have and possess, both jointly and severally, the primary responsibility for effective solid and hazardous waste management, planning and implementation under RCW Chapters 70.95 and 70.105. Under RCW Chapter 39.34, the Inter-local Cooperation Act, local governments are authorized to cooperate to provide themselves with services of the nature herein agreed to.

B. PURPOSE

This Agreement is entered into pursuant to RCW Chapter 39.34 for the purpose of cooperative management of solid waste within Benton County. It is the intent of the parties to work cooperatively in developing a comprehensive solid waste management plan pursuant of RCW Chapters 70.95 and 70.105 that is viable and economically responsible to their citizens. Specifically, this Agreement will provide for the administration, planning and operations of the adopted Benton County Comprehensive Solid Waste Management Program.

C. DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

'Fair Share' - the amount owed by each of the Parties based upon current population figures supplied by the Washington State Office of Financial Management (OFM), and the corresponding population percentage applied to the Solid Waste Program Budget.

'Solid Waste Advisory Committee' (SWAC) - a committee comprised of a representative of each of the Parties. Each Party shall designate its representative to the SWAC to the Lead Agency. The SWAC shall review Solid Waste Program budget and activities and make recommendations to the Benton County Commissioners.

'Lead Agency' - Benton County, a political subdivision of the State of Washington. The Lead Agency, will administer, plan and implement the Plan and Solid Waste Program.

'Participating Jurisdictions' - any City who has entered into the County-wide Solid Waste Inter-local Agreement with the Lead Agency and who has agreed to mutually support and financially contribute to the administration, planning and implementation of the Plan.

'Parties' or 'Solid Waste Advisory Committee' - the collective term for all Participating Jurisdictions and Lead Agency.

'Plan' - the Benton County Comprehensive Solid Waste Management Plan, as the same exists now or may hereafter be amended.

'Routine Operating Agreement' (ROA) - an agreement that is established for the purpose of accomplishing a task set forth by the Parties and is funded within the Solid Waste Program Budget.

'Solid Waste Advisory Committee Members Bylaws' - the bylaws the same as now exist or may hereafter be amended.

'Solid Waste Program Budget' - the annual Countywide Solid Waste Budget, as prepared by Benton County and accepted by the SWAC, that appropriates funds to Routine Operating Agreements and administrative functions that meet specific requirements in RCW 70.95 and/or accomplishes goals as set fourth in the Plan.

'Task' - a project, program, activity, etc., that is annually funded from the Solid Waste Program Budget. All tasks are approved by the SWAC as needed and shall meet the recommendations set forth in the Plan.

'Task Manager' is designated to lead and manage a Task per the ROA.

D. LOCAL ADOPTION OF PLAN

Under the authority of RCW 70.95.080 each Participating Jurisdiction has elected to enter into this agreement with the County pursuant to which those jurisdictions shall participate in preparing a joint City-County Plan. Prior to the Plan's "Final Draft" phase, when it goes to Ecology for review, each Participating Jurisdiction is required to adopt the Plan. If any Participating Jurisdiction elects not to adopt the Plan, the Lead Agency will call for a SWAC vote. If a supermajority vote (i.e. 5 of 6) is reached in favor of adopting, the opposing jurisdiction will have to choose between developing a Plan alone, or adopting the favored Plan. If two or more jurisdictions oppose adopting the Plan, then the Parties will revert back to the phase of "Revising the Preliminary Draft Plan" during which a draft Plan revision will be made to satisfy a supermajority vote. The Plan will be adopted by at least the "in favor" supermajority and submitted to Ecology for final approval.

E. PLAN IMPLEMENTATION

Pursuant to RCW 70.95.080 and RCW 70.105.220, the Participating Jurisdictions and Lead Agency will jointly prepare a Plan in accordance with "Guidelines for the Development of Local Solid Waste Plans and Plan Revisions" (*i.e.* Department of Ecology (WDoE) Publication No. 90-11) and implement the Plan's recommendations. Pursuant to RCW 70.95.094, the "Final Draft Plan" shall be deemed approved, if the WDoE does not disapprove it within forty-five (45) days of receipt.

F. BENTON COUNTY SOLID WASTE ADVISORY COMMITTEE

The Parties hereto recognize and support the SWAC as an advisory board created under authority of RCW 70.95.165. The SWAC is an ongoing advisory committee. The SWAC is the focal point of the public involvement effort used in the planning, development and implementation of the Plan. The SWAC also provides advice to the Parties on solid and hazardous waste issues and assists the Parties in developing solid waste ordinances, rules, guidelines and policies prior to their adoption.

G. REGIONAL PLANNING AREA

The Parties hereto recognize the geographical planning area covered by this Agreement to be the incorporated areas of the Participating Jurisdictions and the unincorporated area of Benton County. The Hanford Nuclear Reservation is exempted from the Plan and this Inter-local Agreement.

H. ROUTINE OPERATING AGREEMENT IMPLEMENTATION

Prior to the annual Solid Waste Program Budget workshop, all task managers are required to submit their ROA. As a minimum, an ROA will include: 1) Task Introduction Statement; 2) Task Scope of Work; 3) Task Responsibilities; 4) Annual Task Cost; and 5) Quality Control. Eligibility of an ROA request is based on task cost and meeting recommendations set forth in the Plan. The SWAC will approve tasks based on a supermajority (*i.e.* 5 of 6) in-favor vote.

I. SOLID WASTE PROGRAM BUDGET

The Parties agree to mutually and financially support the administration, planning and operations of the Plan recommendations or as specified in RCW 70.95. The Lead Agency shall prepare a Solid Waste Program Budget each year for the upcoming budget year. The budget will also include Routine Operating Agreements that provide information on projects funded by the annual budget.

J. FAIR SHARE

The Parties agree to pay a Fair Share of the administration, planning and operation of the Solid Waste Program, as determined and voted-on by the SWAC and approved by the Benton County Commissioners. Said Fair Share shall be a percentage of

all program costs that are not covered by Coordinated Prevention Grant Funds, share percentages to be updated each January of the Agreement, being based on the most recent population figures as supplied by the Washington State OFM. The Parties agree to remit their fee to the Lead Agency within sixty (60) days of receiving an invoice from the Lead Agency. The Lead Agency's fair share shall be based on the population for the unincorporated areas of the County.

K. DISBURSEMENT OF ASSETS AND DEBTS

If this Agreement is terminated, all Parties to this Agreement shall determine the disbursement of any outstanding debts and the allocation of any assets. If the Parties cannot agree to the disbursement of any outstanding debts and the allocation of any assets, the issues are to be submitted for arbitration, pursuant to state law, RCW 7.04 *et seq*. The Lead Agency and the contesting jurisdiction agree that such arbitration shall be conducted before one (1) disinterested arbitrator.

L. DURATION

This Agreement shall commence on the date set forth above and will continue in effect for one (1) year to December 31, 2014, or until superseded by another Interlocal Agreement. As stipulated within RCW 70.95.110(1), each Plan shall be maintained in a current condition and reviewed and revised periodically as may be required by the WDoE. Upon each review such plans shall be extended to show long-range needs for solid waste handling facilities for twenty (20) years in the future, and a revised implementation schedule and implementation budget for six (6) years in the future.

M. REVIEW AND RENEGOTIATION

Any Party may request a review and/or renegotiations on any provision of the Agreement during the six-month period immediately preceding the ending date for the Agreement. Such request must be made in writing to the Lead Agency and must specify the provision(s) of the Agreement for which review/renegotiation(s) are requested. Review and/or renegotiation(s) pursuant to such a written request shall be immediately referred to the SWAC for their review and recommendation. Notwithstanding any other provisions in this paragraph to the contrary, the Parties may, pursuant to the procedure outlined within the Solid Waste Advisory Committee Members Bylaws, modify or amend any provision(s) of this Agreement at any time during the term of this Agreement.

N. TERMINATION

This Agreement may be terminated by any Participating Jurisdiction, by written notice to the Lead Agency no less than thirty (30) days immediately preceding the implementation date of the next Solid Waste Program Budget. The Parties agree: (1) that the termination will not absolve a terminating Party of any financial responsibility to the extent a financial responsibility continues to exist pursuant to the provisions of this

Agreement; and (2) that prior to termination, a withdrawing City shall submit to the SWAC how it intends on meeting its planning obligation under RCW 70.95.080.

O. WAIVER

No waiver by any of the Parties of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

P. ENTIRE AGREEMENT

This Agreement, including the recitals and all subsequent attachments and addendums, constitutes the entire Agreement between the Parties and shall be governed by the laws of the State of Washington. There are no other oral or written agreements or understanding between the Parties as to the subject matter contained herein. The venue for any action of law, suit in equity and judicial proceeding for the enforcement of this Agreement shall be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.

Q. SEVERABILITY

Any provisions of this Agreement that is determined to be illegal, invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

FOR THE CITY OF PROSSER, WASHINGTON.

_____ _____

Paul Warden, Mayor Date

Attest:

_____ _____

Rachel Shaw, City Clerk Date

Approved as to Form:

_____ _____

Howard Saxton, City Attorney Date

I certify that on this _____ day of _____, _____, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Paul Warden and Rachel Shaw, to me known to be the Mayor and City Clerk, respectively, of the City of Prosser, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Prosser.

Witness my hand and official seal hereto affixed the day and year first above written.

_____

Notary Public in and for the State of
Washington residing at _____
My commission expires:_____

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Adopt Resolution No. 14-_____ approving all specifications, plans, estimates, bid documents, contract provisions, prepared by Benton County pursuant to the Interlocal Agreement executed on January 14, 2014, and accepting the lowest qualified bidder Granite Constructions Company bid in the total amount of $1,172,000.00, of which the City's portion is $74,312.00, and authorizing the Mayor to sign and execute any documents or contracts, if any, necessary for the 2014 Bituminous Surface Treatment Project		**Meeting Date:** March 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: $74,312.00			**Account Number:**
Amount Budgeted: $80,000.00 from the Transportation Benefit District Fund			**Name and Fund#** Transportation Benefit District

Reviewed by Finance Department:

Regina Mauras

Attachments to Agenda Packet Item:

1. Resolution No. 14-_____
2. Exhibit "A"
3. Bid Results as submitted by Benton County Public Works for 2014

Summary Statement:

This Resolution provides the following:

- Benton County agrees to administer and oversee implementation of the bituminous surface treatment of certain City streets as defined in Exhibit "A"
- The selection of a contract is in accordance with all federal, state, and local laws and bidding requirements
- The City of Prosser approves all specifications, plans, estimates, bid documents, and contract provisions
- The Interlocal Agreement defining responsibilities of the County and City has been approved by Benton County and the City of Prosser

• The Public Works Director has recommended approval of said bid award for the 2014 Bituminous Surface Treatment Project		
Consistent with or Comparison to:		
Recommended City Council Action/Suggested Motion: Adopt Resolution No. 14-_____ .		
Reviewed by Department Director: Date: 3/20/14	Reviewed by City Attorney: Date: 3/19/14	Approved by Mayor: Date: 3-21-14
Today's Date: March 18, 2014	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 APPROVING ALL SPECIFICATIONS, PLANS, ESTIMATES, BID DOCUMENTS, CONTRACT PROVISIONS PREPARED BY BENTON COUNTY PURSUANT TO THE INTERLOCAL AGREEMENT EXECUTED ON JANUARY 14, 2014, AND ACCEPTING THE LOWEST QUALIFIED BIDDER GRANITE CONSTRUCTION COMPANY BID IN THE TOTAL AMOUNT OF $1,172,000.00, OF WHICH THE CITY'S PORTION IS $74,312.00, AND AUTHORIZES THE MAYOR TO SIGN AND EXECUTE ANY DOCUMENTS OR CONTRACTS, IF ANY, NECESSARY FOR THE 2014 BITUMINOUS SURFACE TREATMENT PROJECT

WHEREAS, Benton County agrees to administer and oversee implementation of the bituminous surface treatment of certain city streets as defined in Exhibit "A", attached hereto and by this reference incorporated herein, and

WHEREAS, the selection of a contract is in accordance with all federal, state, and local laws and bidding requirements, and

WHEREAS, the City of Prosser approves all specifications, plans, estimates, bid documents, and contract provisions, and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been approved by Benton County and the City of Prosser, and

WHEREAS, the Public Works Director has recommended approval of said Bid Award for the 2014 Bituminous Surface Treatment Project, **NOW,**

THEREFORE, BE IT RESOLVED, the Bid Award, pursuant to the Interlocal Agreement between the City of Prosser and Benton County for the 2014 Bituminous Surface Treatment Project, is hereby approved and the Mayor is authorized to sign and execute any documents or contracts, if any, necessary for the project.

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

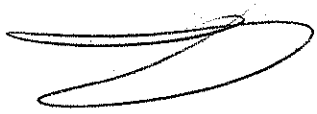
_____
MAYOR PAUL WARDEN

ATTEST:

_____

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM



_____

HOWARD SAXTON, CITY ATTORNEY

EXHIBIT "A"

CITY OF PROSSER
2014 BITUMINOUS SURFACE TREATMENT PROJECT

Designated Locations

BROWN	from Myrtle to Bennett
COURT STREET	from Myrtle to Bennett Avenue
MAIN STREET	from Park to Dudley
GUERNSEY	from Park to Dudley
DUDLEY	from Bennett to Guernsey
PROSSER	from Brown to Bennett
YAKIMA	from Brown to Market

PROJECT: CE 1970 PRES - B S T 2014 LOCATION: BENTON COUNTY LET BY: BOARD OF COUNTY COMMISSIONERS DATE: February 11, 2014; 2:00 p.m., Local Time				GRANITE CONSTRUCTION COMPANY 80 Pond Road Yakima, WA 98901		CENTRAL WASHINGTON ASPHALT, INC. P O Box 939 Moses Lake, WA 98837		COLUMBIA ASPHALT & GRAVEL, INC. P O Box 9337 Yakima, WA 98909		POE ASPHALT PAVING, INC. 2732 N. Beck Road Post Falls, ID 83854		ENGINEER'S ESTIMATE			
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
BITUMINOUS SURFACE TREATMENT 3/8" to #10 BENTON COUNTY ROADS															
1	ASPHALT CRS-2P	1,262.00	TON	655.00	826,610.00	720.00	908,640.00	715.00	902,330.00	660.00	832,920.00	725.00	914,950.00		
2	MINERAL AGGREGATE FROM STOCKPILE SITE SP-117 FOR B.S.T. (3/8" TO #10)	1,525.00	C.Y.	31.00	47,275.00	22.00	33,550.00	27.00	41,175.00	61.55	93,863.75	20.75	31,643.75		
3	MINERAL AGGREGATE FROM STOCKPILE SITE SP-133 FOR B.S.T. (3/8" TO #10)	7,060.00	C.Y.	21.00	148,260.00	18.00	127,080.00	24.00	169,440.00	37.20	262,632.00	20.75	146,495.00		
4	PAINTED SKIP STRIPE YELLOW	29.29	MILE	110.00	3,221.90	125.00	3,661.25	107.00	3,134.03	105.00	3,075.45	175.00	5,125.75		
5	PAINTED SOLID STRIPE YELLOW	32.71	MILE	280.00	9,158.80	300.00	9,813.00	285.00	9,322.35	280.00	9,158.80	350.00	11,448.50		
6	PAINTED SOLID STRIPE WHITE	41.87	MILE	280.00	11,723.60	300.00	12,561.00	285.00	11,932.95	280.00	11,723.60	350.00	14,654.50		
7	TRAFFIC CONTROL	Lump Sum	L.S.	Lump Sum	50,000.00	Lump Sum	75,000.00	Lump Sum	58,400.00	Lump Sum	70,000.00	Lump Sum	75,000.00		
8	SPILL PREVENTION, CONTROL and COUNTER MEASURES (SPCC) PLAN	Lump Sum	L.S.	Lump Sum	1,438.70	Lump Sum	500.00	Lump Sum	500.00	Lump Sum	500.00	Lump Sum	500.00	Lump Sum	
TOTAL BENTON COUNTY ROADS					**1,097,688.00**		**1,170,805.25**		**1,196,234.33**		**1,283,873.60**		**1,199,817.50**		-
BITUMINOUS SURFACE TREATMENT 3/8" to #10 CITY OF PROSSER STREETS															
9	ASPHALT CRS-2P	60.00	TON	700.00	42,000.00	850.00	51,000.00	770.00	46,200.00	680.00	40,800.00	730.00	43,800.00	-	-
10	FURNISH AND PLACE MINERAL AGGREGATE FOR B.S.T. (3/8" to #10)	408.00	C.Y.	64.00	26,112.00	37.00	15,096.00	55.00	22,440.00	70.00	28,560.00	54.00	22,032.00	-	-
11	TRAFFIC CONTROL	Lump Sum	L.S.	Lump Sum	6,200.00	Lump Sum	9,500.00	Lump Sum	5,700.00	Lump Sum	7,800.00	Lump Sum	12,000.00	Lump Sum	-
TOTAL CITY OF PROSSER					**74,312.00**		**75,596.00**		**74,340.00**		**77,160.00**		**77,832.00**		-
GRAND TOTAL					**1,172,000.00**		**1,246,401.25**		**1,270,574.33**		**1,361,033.60**		**1,277,649.50**		-

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Adopt Ordinance 14 - ____ Allowing Persons 21 Years of Age and Older to operate WATVs on Public Streets Having a Speed Limit of 35 Miles per Hour or Less.		**Meeting Date:** March 25, 2014 Regular Meeting	
Department: Admin	**Director:** Paul Warden	**Contact Person:** Paul Warden	**Phone Number:** (509) 786-8216
Cost of Proposal: $0 **Amount Budgeted:** $0			**Account Number:** n/a **Name and Fund#** n/a

Reviewed by Finance Department:

Regina Mauras

Attachments to Agenda Packet Item:

1. Proposed Ordinance 14 -_____

Summary Statement:

At the March 4, 2014, Council Work Session staff brought forward a proposed Ordinance for consideration allowing WATVs on public streets within City limits. Council directed staff to correct some typos and bring that Ordinance back for Council consideration. Attached is the revised Ordinance.

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

Adopt Ordinance 14 - ____ Allowing Persons 21 Years of Age and Older to operate WATVs on Public Streets Having a Speed Limit of 35 Miles per Hour or Less

Reviewed by Department Director: Paul Warden Date: 3-21-14	**Reviewed by City Attorney:** Date: 3/20/14	**Approved by Mayor:** Paul Warden Date: 3-21-14
Today's Date: March 20, 2014	**Revision Number/Date:**	**File Name and Path:**

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE ALLOWING DRIVERS 21 YEARS AND OLDER TO OPERATE WHEELED ALL-TERRAIN VEHICLES ON CITY STREETS WITH A SPEED LIMIT OF 35 MILES PER HOUR OR LESS BY ENACTING CHAPTER 10.60 OF THE CITY OF PROSSER MUNICIPAL CODE. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, RCW 35A.11.020 and RCW 35A.12.190 authorize the City Council to adopt ordinances of all kinds to regulate its municipal affairs and appropriate to the good government of the City; and

WHEREAS, The City of Prosser ("City") is a non-charter code City duly incorporated and operating under the laws of the State of Washington; and; and

WHEREAS, On June 28, 2013, the Washington House of Representatives passed ESHB 1632 by a vote of 81-11; and

WHEREAS, On June 29, 2013, the Washington Senate passed ESHB 1632 by a vote of 39-5; and

WHEREAS, On July 3, 2013, Washington's Governor signed ESHB 1632; and

WHEREAS, On July 28, 2013, ESHB became effective law; and

WHEREAS, in passing ESHB 1632, the legislature intend to: (a) Increase opportunities for safe, legal, and environmentally acceptable motorized recreation; (b) decrease the amount of unlawful or environmentally harmful motorized recreation; (c) generate funds for use in maintenance, signage, education, and enforcement of motorized recreation opportunities; (d) advance a culture of self-policing and abuse intolerance among motorized recreationists; (e) cause no change in the policies of any governmental agency with respect to public land; (f) not change any current ORV usage routes; (g) stimulate rural economies by opening certain roadways to use by motorized recreationists which will in turn stimulate economic activity through expenditures on gasoline, lodging, food and drink, and other entertainment purposes; and (h) require all wheeled all-terrain vehicles to obtain a metal tag; and

WHEREAS, To be consistent with the legislative intent to ESHB, the City Council of Prosser ("City Council") finds that it is in the best interests of the City and its citizens to allow licensed drivers who have attained the age of twenty-one years to operate wheeled all-terrain vehicles on all City streets with speed limits of 35 miles per hour or less;

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

Section 1. The City Council enacts Prosser Municipal Code section 10.60.010 to read as follows.

10.60.010 Definitions.

When used in this chapter, the city defines the words and phrases listed below as follows:

"City" means the City of Prosser, its elected officials, its employees, and its agents.

"City street" means every way, lane, road, street, boulevard, and every way or place in the City open as a matter of right to public vehicular traffic inside the city limits.

"Motorcycle helmet" has the same meaning as provided in RCW 46.37.530.

"Sidewalk" means that property between the curb lines or the lateral lines of a city street and the adjacent property, set aside and intended for the use of pedestrians or such portion of private property parallel and in proximity to a city street and dedicated to use by pedestrians.

"Rules of the road" means all the rules that apply to vehicle or pedestrian traffic as set forth in state statute, rule or regulation.

"Wheeled all-terrain vehicle" means (a) any motorized nonhighway vehicle with handlebars that is 50 inches or less in width, has a seat height of at least 20 inches, weighs less than 1,500 pounds, and has four tires having a diameter of 30 inches or less, or (b) a utility-type vehicle designed for and capable of travel over designated roads that travels on four or more low-pressure tires of 20 psi or less, has a maximum width less than 74 inches, has a maximum weight less than two thousand pounds, has a wheelbase of 110 inches or less, and satisfies at least one of the following: (i) Has a minimum width of 50 inches; (ii) has a minimum weight of at least nine hundred pounds; or (iii) has a wheelbase of over 61 inches. A wheeled all-terrain vehicle is an off-road vehicle for the purposes of chapter 4.24 RCW.

Section 2. The City Council enacts Prosser Municipal Code section 10.60.020 to read as follows.

10.60.020 Use of wheeled all-terrain vehicle on city streets.

Subject the restrictions and requirements set forth in this Chapter, a person who has attained the age of twenty one years and who has a valid driver's license issued by the state of the person's residence may operate a wheeled all-terrain vehicle upon a city street having a speed limit of 35 miles per hour or less.

Section 3. The City Council enacts Prosser Municipal Code section 10.60.030 to read as follows.

10.60.030 Restrictions on use of wheeled all-terrain vehicle on city streets.

A. A person who operates a wheeled all-terrain vehicle must wear a securely fastened motorcycle helmet while the vehicle is in motion.

B. A person may not operate a wheeled all-terrain vehicle upon state route number 22; however, a person may cross state route number 22 at a controlled intersection if the crossing begins and ends on a city street with a speed limit of 35 miles per hour or less and occurs at an intersection of approximately 90 degrees;

C. A person may not operate a wheeled all-terrain vehicle upon a city street with a speed limit in excess of 35 miles per hour; however, a person may cross a city street with a speed limit in excess of 35 miles per hour at a controlled intersection if the crossing begins and ends on a city street with a speed limit of 35 miles per hour or less and occurs at an intersection of approximately 90 degrees;

D. A person may operate a wheeled all-terrain vehicle upon any city street while being used under the authority or direction of an appropriate agency that engages in emergency management, as defined in RCW 46.09.310, or search and rescue, as defined in RCW 38.52.010, or a law enforcement agency, as defined in RCW 16.52.011, within the scope of the agency's official duties; and

E. Wheeled all-terrain vehicles are subject to chapter 46.55 RCW.

Section 4. The City Council enacts Prosser Municipal Code section 10.60.010 to read as follows.

10.60.040 Equipment requirements of a wheeled all-terrain vehicle.

A wheeled all-terrain vehicle operated on a city street must comply with the following equipment requirements:

A. Headlights meeting the requirements of RCW 46.37.030 and 46.37.040 and used at all times when the vehicle is in motion;

B. One tail lamp meeting the requirements of RCW 46.37.525 and used at all times when the vehicle is in motion upon a city street; however, a utility-type vehicle, as described under RCW 46.09.310, must have two tail lamps meeting the requirements of RCW 46.37.070(1) and to be used at all times when the vehicle is in motion upon a city street;

C. A stop lamp meeting the requirements of RCW 46.37.200;

D. Reflectors meeting the requirements of RCW 46.37.060;

E. During hours of darkness, as defined in RCW 46.04.200, turn signals meeting the requirements of RCW 46.37.200;

F. Outside of hours of darkness, the operator must comply with RCW 46.37.200 or 46.61.310;

G. A mirror attached to either the right or left handlebar, which must be located to give the operator a complete view of the city street for a distance of at least two hundred feet to the rear of the vehicle; however, a utility-type vehicle, as described under RCW 46.09.310(19), must have two mirrors meeting the requirements of RCW 46.37.400;

H. A windshield meeting the requirements of RCW 46.37.430, unless the operator wears glasses, goggles, or a face shield while operating the vehicle, of a type conforming to rules adopted by the Washington state patrol;

I. A horn or warning device meeting the requirements of RCW 46.37.380;

J. Brakes in working order;

K. A spark arrester and muffling device meeting the requirements of RCW 46.09.470; and

L. For utility-type vehicles, as described under RCW 46.09.310(19), seatbelts meeting the requirements of RCW 46.37.510.

M. Must have an individual seat for each occupant designed to seat a person.

Section 5. The City Council enacts Prosser Municipal Code section 10.60.050 to read as follows.

10.60.050 Registration requirements of a wheeled all-terrain vehicle.

A wheeled all-terrain vehicle operated on a city street must comply with all the registration requirements of chapter 49.06 RCW.

Section 6. The City Council enacts Prosser Municipal Code section 10.60.060 to read as follows.

10.60.060 Duty to obey traffic-control devices and rules of the road.

Unless a police officer directs otherwise, a person operating a wheeled all-terrain vehicle must obey all rules of the road that apply to vehicle or pedestrian traffic and must obey the instructions of official traffic-control signals, signs and other control devices applicable to vehicles. A person operating a wheeled all-terrain vehicle upon a city street is subject to all of the duties that Chapter 46.61 RCW et seq. imposes on an operator of a vehicle, except as to those provisions thereof which by their nature can have no application.

Section 7. The City Council enacts Prosser Municipal Code section 10.60.070 to read as follows.

10.60.070 Prohibited Uses.

A. No person may operate or ride a wheeled all-terrain vehicle in a negligent or unsafe manner, but must operate it with reasonable regard for his or her own safety and for the safety of others.

B. No person may occupy a wheeled all-terrain vehicle unless that person is seated in a seat designed to carry a person. No person may tow any devices or persons behind a wheeled all-terrain vehicle.

C. No person may operate a wheeled all-terrain vehicle side-by-side in a single lane of traffic.

Section 8. The City Council enacts Prosser Municipal Code section 10.60.080 to read as follows.

10.60.080 Prohibited areas.

A. It is unlawful to operate a wheeled all-terrain vehicle on a sidewalk or other area where it is unlawful to operate a motor vehicle.

B. It is unlawful to operate a wheeled all-terrain vehicle in a park, except on a park drive or in a designated parking lot.

C. It is unlawful to operate a wheeled all-terrain vehicle on any bicycle trail or walking path or in any bicycle lane.

Section 9. The City Council enacts Prosser Municipal Code section 10.60.090 to read as follows.

10.60.090 Violation - Penalty.

A person who violates a provision of this chapter is guilty of a traffic infraction and will be punished by the imposition of a monetary penalty not to exceed $250.00, exclusive of statutory assessments; provided, that conduct that constitutes a criminal offense may be charged as such and is subject to the maximum penalties allowed for such offenses.

Section 10. The City Council enacts Prosser Municipal Code section 10.60.990 to read as follows.

10.60.990 Severability.

If any section, subsection, sentence, clause, paragraph, phrase, or word of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, paragraph, phrase or word of this chapter.

Section 11. **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 12. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

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

_____
MAYOR PAUL WARDEN

ATTEST:

_____
CITY CLERK, RACHEL SHAW

Approved as to form:

_____
CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 14-_____

of the City of Prosser, Washington

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

AN ORDINANCE ALLOWING DRIVERS 21 YEARS AND OLDER TO OPERATE WHEELED ALL-TERRAIN VEHICLES ON CITY STREETS WITH A SPEED LIMIT OF 35 MILES PER HOUR OR LESS BY ENACTING CHAPTER 10.60 OF THE CITY OF PROSSER MUNICIPAL CODE. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

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

DATED this _____ day of _____, 2014

_____

CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Adopt Ordinance No. 14-___ decreasing the imprest funds or petty cash for the City of Prosser and identifying its distribution.		Meeting Date: March 25, 2014 Regular Meeting	
Department: Finance	Director: Regina Mauras	Contact Person: Regina Mauras	Phone Number: (509) 786-8225
Cost of Proposal: n/a Amount Budgeted: n/a			Account Number: Name and Fund#

Reviewed by Finance Department:

Regina Mauras

Attachments to Agenda Packet Item:

1. Proposed Ordinance 14-_____

Summary Statement:

This proposed Ordinance decreases the City of Prosser imprest or petty cash funds. Imprest or petty cash funds are typically used for the purposes of starting till cash and for making change throughout the day. Although, in rare situations, the funds can be used to make small emergency purchases such as postage for important mailings when the postage machine needed repair. In these circumstances, the cost of the purchase (for example stamps) would be brought before City Council to replenish the imprest or petty cash funds used.

The proposed ordinance decreased petty cash because the Police Department has determined that they no longer have need for it. The $500 allocated to the Department has already been returned and it is now necessary to update this ordinance memorializing the return of the cash and reducing the amount allocated.

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

Adopt Ordinance No. 14-_____ decreasing the imprest funds or petty cash for the City of Prosser and identifying its distribution.

Reviewed by Department Director:	Reviewed by City Attorney:	Approved by Mayor:
Regina Maurad Date: 3-21-2014	Date: 3/21/14	Paul Worden Date: 3-21-14
Today's Date: March 10, 2014	Revision Number/Date:	File Name and Path:

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE OF THE CITY OF PROSSER, WASHINGTON, REPEALING ORDINANCE NUMBER 13-2824 AND REPEALING ORDINANCE NUMBER 08-2594 AND ESTABLISHING AN IMPREST (CHANGE AND PETTY CASH) FUNDS FOR CITY HALL AND FOR THE PROSSER AQUATIC CENTER. THE ORDINANCE PROVIDES THAT THE PROVISIONS OF THE ORDINANCE SHALL BE SEVERABLE FROM ONE ANOTHER AND ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDING FOR PUBLICATION BY SUMMARY.

WHEREAS, Ordinances 13-2824 and 08-2594 established imprest funds for the City Hall, including the swimming pool and the Police Department; and

WHEREAS, the City of Prosser no longer requires imprest funds for use at the Prosser Police Department.

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

Section 1. Ordinances 13-2824 and 08-2594 are hereby repealed.

Section 2. There is hereby created and established a change and imprest fund within the General Fund (Fund Number 001) to be designated as the "petty cash fund". The City Finance Director shall be the custodian of the petty cash fund. $650.00 is authorized for the petty cash fund. Expenditures from the fund may be made by the petty cash fund custodian for the purposes approved and authorized by the City Council. All such expenditures shall be reimbursed in the like amount to the fund. The Finance Director is authorized to adopt policies and procedures for the implementation of this Ordinance and the auditing of the fund.

Section 3. The petty cash fund shall be distributed as follows:

$450.00 to the City Hall Cash Drawers as a change fund.

$200.00 to the Prosser Aquatic Center as a change fund for the Prosser Aquatic Center.

Section 4. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

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

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

_____
MAYOR PAUL WARDEN

ATTEST:

_____
CITY CLERK, RACHEL SHAW

Approved as to form:

_____
CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 14-_____
of the City of Prosser, Washington

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

> AN ORDINANCE OF THE CITY OF PROSSER, WASHINGTON, REPEALING ORDINANCE 13-2824 AND PROVIDING FOR IMPREST (CHANGE AND PETTY CASH) FUNDS FOR CITY HALL AND PROSSER AQUATIC CENTER. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT THE PROVISIONS OF THE ORDINANCE SHALL BE SEVERABLE FROM ONE ANOTHER.

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

DATED this _____ day of _____, 2014

_____
CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Discuss and Potentially take action to adopt Ordinance 14 - _____ amending Prosser Municipal Code 2.95 Regarding the Use of Credit Cards.		**Meeting Date:** March 25, 2014 Regular Meeting	
Department: Finance	**Director:** Regina Mauras	**Contact Person:** Toni Yost	**Phone Number:** (509) 786-8225
Cost of Proposal: n/a **Amount Budgeted:** n/a			**Account Number:** **Name and Fund#**

Reviewed by Finance Department:

Regina Mauras

Attachments to Agenda Packet Item:

1. Proposed Ordinance 14-_____
2. Redline Ordinance showing changes

Summary Statement:

Currently, staff is working with the State of Washington to obtain both credit cards and fuels cards. The attached ordinance has been drafted to allow for the use of both cards.

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

Adopt Ordinance 14 - _____ amending Prosser Municipal Code 2.95 Regarding the Use of Credit Cards.

Reviewed by Department Director: Regina Mauras Date: 3.21.2014	**Reviewed by City Attorney:** Date: 3/13/14	**Approved by Mayor:** Paul Vanderhoek Date: 3-21-14
Today's Date: March 13, 2014	**Revision Number/Date:**	**File Name and Path:**

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE AMENDING SECTIONS 3, 4, 5, 7, 8, AND 9 OF ORDINANCE NUMBER 08-2596 AND PROSSER MUNICIPAL CODE SECTIONS 2.95.010, 2.95.020, 2.95.030, 2.95.050, 2.95.060, AND 2.95.070 TO ALLOW EMPLOYEES WHO ARE NOT APPOINTED OFFICERS TO USE CITY CREDIT CARDS AND MAKING OTHER MINOR CHANGES TO THE REGULATIONS REGARDING THE USE OF CITY CREDIT CARDS. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDING FOR PUBLICATION BY SUMMARY.

WHEREAS, the State of Washington has contracted with a credit card vendor for credit card services; and

WHEREAS, as part of the State credit card contract, the City can receive rebates calculated based on the use of the credit card services and these rebates could be a financial benefit to the City; and

WHEREAS, it is necessary to clearly define the use and administration of the City's credit cards;

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

Section 1. Section 3 of Ordinance Number 08-2596 and Prosser Municipal Code Section 2.95.010 are hereby amended to read as follows:

2.95.010 Purpose.

The purpose of this chapter shall be to set forth the policy of the city of Prosser, Washington, for the use of credit cards by elected officials, appointed officers, and city employees. This chapter shall be interpreted to provide for the use of credit cards by authorized persons to the fullest extent allowed by RCW 43.09.2855 and 42.24.115.

Section 2. Section 4 of Ordinance Number 08-2596 and Prosser Municipal Code Section 2.95.020 are hereby amended to read as follows:

2.95.020 Distribution of Credit Cards

City elected officers, city appointed officers, and employees of the city are authorized to use credit cards for official government travel and purchases. The credit cards issued may be ones that accrue airline miles or rebates at no extra cost. All earned flyer miles or rebates shall be used for city of Prosser business purposes only.

Section 3. Section 5 of Ordinance Number 08-2596 and Prosser Municipal Code Section 2.95.030 are hereby amended to read as follows:

2.95.030 Authorized use of Credit Cards

Elected officials, appointed officers and employees who are issued cards are authorized to use credit cards for the following purchases and travel related expenses:

(A) Fuel (for city owned vehicles), supplies, copies, equipment and other official city purchases and acquisitions.

(B) Registrations for training seminars and related conferences.

(C) Travel and training expenses including deposits to hold rooms, lodging, airline tickets, parking and gasoline.

Section 4. Section 7 of Ordinance Number 08-2596 and Prosser Municipal Code Section 2.95.050 are hereby amended to read as follows:

2.95.050 Prohibited Use of Credit Cards

The following uses for credit cards issued in accordance with this chapter are prohibited:

(A) Cash advances of any nature.

(B) Personal purchases.

(C) The purchase of meals associated with business travel or business meetings. Food which is purchased as part of a general gathering or buffet is acceptable.

Section 5. Section 8 of Ordinance Number 08-2596 and Prosser Municipal Code Section 2.95.060 are hereby amended to read as follows:

2.95.060 Accounting of Credit Card Charges.

City elected officials, appointed officers, and city employees shall forward detailed receipts for authorized purchases to the Finance Director within seven business days after the credit card is used by the person. The Finance Director is authorized to make administrative policies to implement this section. If detailed receipts are not submitted on a timely basis, the city shall have a prior lien against and a right to withhold any and all funds payable to the elected official, appointed officer, or employee in the amount of the purchase, interest, and any associated fees or penalties charged by the company which issued the credit card for the period of time that the charges were not paid. The Finance Director will pay all submitted charges on a monthly basis.

Section 6. Section 9 of Ordinance Number 08-2596 and Prosser Municipal Code Section 2.95.070 are hereby amended to read as follows:

2.95.070 Use of Credit Cards for an Unauthorized Purpose

The Finance Director and the city council's budget and finance committee shall review and audit all credit card purchases for compliance with this chapter. Any unauthorized charges discovered during the audit shall be disallowed and shall be paid by the elected official, appointed officer, or employee by check, US currency, or salary deduction. If, for any reason, disallowed charges are not repaid before the credit card billing is due and payable, the city shall have a prior lien against and a right to withhold any and all funds of the disallowed charges and interest at the same rate as charged by the company which issued the credit card. In the event that the elected official, appointed officer, or employee disagrees with the disallowance of the claim he or she may submit a request for reimbursement of the charge amount to the city council. Such request shall be made on forms adopted by the Finance Director.

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

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

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

_____
MAYOR PAUL WARDEN

ATTEST:

_____
CITY CLERK, RACHEL SHAW

Approved as to form:

_____
CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 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 SECTIONS 3, 4, 5, 7, 8, AND 9 OF ORDINANCE NUMBER 08-2596 AND PROSSER MUNICIPAL CODE SECTIONS 2.95.010, 2.95.020, 2.95.030, 2.95.050, 2.95.060, AND 2.95.070 TO ALLOW EMPLOYEES WHO ARE NOT APPOINTED OFFICERS TO USE CITY CREDIT CARDS AND MAKING OTHER MINOR CHANGES TO THE REGULATIONS REGARDING THE USE OF CITY CREDIT CARDS. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDING FOR PUBLICATION BY SUMMARY.

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

DATED this _____ day of _____, 2014

_____

CITY CLERK, RACHEL SHAW

Chapter 2.95
CREDIT CARD POLICY

Sections:

2.95.010 Purpose.

2.95.020 Distribution of credit cards.

2.95.030 Authorized use of credit cards.

2.95.040 Credit card limits.

2.95.050 Prohibited uses of the credit cards.

2.95.060 Accounting of credit card charges.

2.95.070 Use of credit card for an unauthorized purpose.

2.95.900 Severability.

2.95.010 Purpose. SHARE

The purpose of this chapter shall be to set forth the policy of the city of Prosser, Washington, for the use of credit cards by elected officials ~~and~~, appointed officers, **and city employees**. This chapter shall be interpreted to provide for the use of credit cards by authorized persons to the fullest extent allowed by RCW 43.09.2855 and 42.24.115. (Ord. 2596 § 3, 2008).

2.95.020 Distribution of credit cards. SHARE

City elected officers, city appointed officers, and employees of the city are authorized to use credit cards for official government travel and purchases. ~~Credit cards may be issued to elected officials and those officers appointed under Prosser Municipal Code Section 2.01.010(A)(1), (3), (4), (5), (6) and (7), by the mayor or by the city administrator under direction of the mayor~~. The credit cards issued may be ones that accrue airline miles at no extra cost. All earned flyer miles **or rebates** shall be used **for city of Prosser business only.** ~~toward airline tickets associated with training for employees, officers, or elected officials~~. (Ord. 2596 § 4, 2008).

2.95.030 Authorized use of credit cards. SHARE

Elected officials ~~and~~, appointed officers and employees who are issued credit cards are authorized to use credit cards for the following purchases and travel-related expenses:

A. Fuel (for city-owned vehicles), supplies, copies, equipment and other official city purchases and acquisitions ~~– only if a purchase order cannot be issued or an open charge account is not available. Charges~~

~~under this section shall not exceed two thousand dollars per item without the prior approval of the city administrator.~~

B. Registrations for training seminars and related conferences.

C. Travel and training expenses including deposits to hold rooms, lodging, airline tickets, meals (except alcoholic beverages), tips, parking and gasoline. (Ord. 2596 § 5, 2008).

2.95.040 Credit card limits. SHARE

The credit limit on each credit card issued in accordance with this chapter shall be not more than five thousand dollars. (Ord. 2596 § 6, 2008).

2.95.050 Prohibited uses of the credit cards. SHARE

The following uses for credit cards issued in accordance with this chapter are prohibited:

A. Cash advances of any nature.

B. Payment of invoices or statements received by the city. (Ord. 2596 § 7, 2008).

C. The purchase of meals associated with business travel or business meetings. Food which is purchased as part of general gathering or buffet is acceptable.

2.95.060 Accounting of credit card charges. SHARE

City elected officials ~~or,~~ appointed officers **and city employees** shall forward detailed receipts for authorized purchases to the ~~city clerk/~~finance director within seven business days after the credit card is used by such person. ~~The city clerk/~~finance director is authorized to make administrative policies to implement this section. If detailed receipts are not submitted on a timely basis, the city shall have a prior lien against and a right to withhold any and all funds payable to the elected official ~~or~~, appointed officer **or employee** in the amount of the interest charged by the company which issued the credit card for the period of time that the charges were not paid. The ~~city clerk/~~finance director will pay all submitted charges on a monthly basis. (Ord. 2596 § 8, 2008).

2.95.070 Use of credit card for an unauthorized purpose. SHARE

The ~~city clerk~~/finance director and the city council's budget and finance committee shall audit all credit card purchases for compliance with this chapter. Any unauthorized charges discovered during the audit shall be disallowed and shall be paid by the elected official ~~or~~, appointed officer **or employee** by check, U.S. currency, or salary deduction. If, for any reason, disallowed charges are not repaid before the **credit** ~~charge~~ card billing is

due and payable, the city shall have a prior lien against and a right to withhold any and all funds payable **of the disallowed charges and interest at the same rate as charged by the company which issued the credit card** ~~or to become payable to the elected official or appointed officer,~~ **or employee** ~~up to an amount of the disallowed charges and interest at the same rate as charged by the company which issued the charge card.~~ In the event that the elected official ~~or~~, appointed officer, **or employee** disagrees with the disallowance of the claim he or she may submit a request for reimbursement of the charged amount to the city council. Such request shall be made on forms adopted by the ~~city clerk~~/finance director. (Ord. 2596 § 9, 2008).

2.95.900 Severability. SHARE

The provisions of this chapter are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this chapter or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this chapter shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid. (Ord. 2596 § 10, 2008).

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve various agreements which allow for the acceptance of debit/credit cards and other electronic payments.		**Meeting Date:** April 8, 2014 Regular Meeting	
Department: Finance	**Director:** Regina Mauras	**Contact Person:** Toni Yost	**Phone Number:** (509) 786-8215
Cost of Proposal: n/a **Amount Budgeted:** n/a			**Account Number:** **Name and Fund#**

Reviewed by Finance Department:

Regina Mauras

Attachments to Agenda Packet Item:

1. Gateway and Administrative Service Agreement with Xpress Bill Pay and BIAS Accounting.
2. ODFI Originator Agreement with the City of Prosser and the Bank of American Fork.
3. Chase Paymentech - Merchant Application and Agreement and pricing schedules (one for utility payments and one for other payment types)
4. Chase Setup Disclosure Authorization
5. Bill Payment Service - Electronic Payment File with Metavante
6. Merchant Account Retrieval System with iPay Technologies.
7. Fiserv Electronic Check bill pay application
8. Online Resources Xpress Bill Pay Lockbox Pro

Summary Statement:

As you are aware, the Finance Department is in the midst of a financial software conversion to BIAS software. As part of this process we have the ability to integrate electronic and credit/debit card payments.

Xpress Bill Pay is a partner with BIAS and can provide some important service improvements to our customers. The contracts provided continue of current practice of accepting debit/credit cards and other electronic payments over the counter, over the phone, or from online at no cost to our customers. As you may recall, this has been a popular service used by many of our customers and they are thankful for it. One important addition we can now add is the user based system that customers can log into, review their bill, billing history, and make payments.

In order to implement this service the attached contracts must be approved. Here is a summary of the purpose behind each agreement:

1. Gateway and Administrative Service Agreement with Xpress Bill Pay and BIAS Accounting.
   This document is your agreement with both Xpress Bill Pay and BIAS Accounting with regards to the processing of electronic payments. It discusses the general terms of our partnership, the services we will be receiving, policies on technical support, along with the fee schedule.

2. ODFI Originator Agreement with the City of Prosser and the Bank of American Fork.
   The ODFI agreement is from the Bank of American Fork. This is the bank that Xpress Bill Pay use to process the ACH transactions through the Federal Reserve. This agreement is in place primarily between Xpress Bill Pay and the Bank of American Fork but the NACHA rules require the City sign a copy as notification that you are aware of this relationship and the agreements in place between Xpress Bill Pay and the bank..

3. Chase Paymentech Merchant Application, Agreement, Pricing, and Disclosure Authorization
   While we will use Xpress Bill Pay to enter in the credit/debit card payments, Chase Bank will process the payments. The attached application, agreement, disclosure, and pricing relate to the services they provide us as the processer of the transactions.

4. The last four contracts are for bank bill pay electronic conversion services. As part of Xpress Bill Pay's services, they provide electronic conversion of online banking payments, referred to commonly as bank bill pay. When a customer makes a payment to the City of Prosser via their online banking system we would most likely be currently receiving a paper check in relation to that payment. These four (4) applications will allow for the electronic conversion with the main processors of online banking payments. They cover approximately 80% of all online banking payments and Xpress Bill Pay's relationship with them allows for the removal of paper checks and conversion to electronic payments through their system. Although they all look different, each of the applications are essentially the same.

   - Bill Payment Service - Electronic Payment File with Metavante
   - Merchant Account Retrieval System with iPay Technologies.
   - Fiserv Electronic Check bill pay application
   - Online Resources Xpress Bill Pay Lockbox Pro

Once these services are implemented, staff will begin the process to terminate contracts with our current credit/debit card service providers.

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 Gateway and Administrative Service Agreement with Xpress Bill Pay and BIAS Accounting.
2. Approve ODFI Originator Agreement with the City of Prosser and the Bank of

American Fork.

3. Approve Chase Paymentech - Application and Agreement and Pricing Schedules.
4. Approve Chase Setup Disclosure Authorization.
5. Approve Bill Payment Service - Electronic Payment File with Metavante
6. Approve Merchant Account Retrieval System with iPay Technologies.
7. Approve Fiserv Electronic Check bill pay application
8. Approve Online Resources Xpress Bill Pay Lockbox Pro

Reviewed by Department Director:	Reviewed by City Attorney:	Approved by Mayor:
Regma Mauras Date: 3-21-2014	Date: 3/19/14	Date: 3-21-14
Today's Date: March 18, 2014	Revision Number/Date:	File Name and Path:

Xpress Bill Pay™ Innovative Internet Payment Systems

BIAS SOFTWARE

Gateway and Administrative Service Agreement

This Gateway and Administrative Service Agreement is entered into this 15 day of October, 2013, by and between **Xpress Solutions, Inc.** ("Xpress"), **BIAS Accounting** ("BIAS") and **City of Prosser, WA** ("Customer") upon such terms and conditions as are set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Initial Term: The Initial Term of this Agreement shall be thirty six (36) months from the date of this Agreement.

2.0 Renewals: This Agreement shall be automatically renewable for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term of this Agreement. If Customer is a political subdivision, the Parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 3.0 in any given fiscal year of Customer.

3.0 Fees: BIAS shall pay to Xpress a one-time setup and configuration fee for each new customer that BIAS adds. The customer shall pay monthly maintenance, support, and hosting fees, and various transaction fees as set forth in Exhibit A Pricing Schedule (collectively the "Fees"). Xpress reserves the right to change fees at any time so long as Customer is provided no less than 30 days advance notice of a change.

4.0 Payment of Fees: BIAS and their resale customer authorizes Xpress to initiate an electronic ACH debit entry from Customer's bank account provided in Exhibit B on or about the 5th of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the debit, or if the debit is rejected for any reason, Xpress will contact customer for resolution which will include resubmission up to 3 times. Customer agrees to pay any returned item fees assessed by Xpress' bank for any such return. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full. BIAS's resale Customer shall handle all charge back, stop payments, and other such payment issues that arise.

5.0 Services Provided: Xpress will provide BIAS with an Electronic and Internet Payment System to be resold by BIAS to merchants who wish to offer online bill payment services to their customers. Xpress has developed an application to facilitate the processing and deposit of Lockbox payments sent directly to Xpress on behalf of Customer's account holders (the "End Users"). Xpress has developed an application to receive and repair all data errors from customer initiated online banking payments, and delivers them to Customer in an electronic format. Xpress acts as a Payment Gateway and Third Party Processor for Customer's account holders to make payments. Xpress will provide the EFT and Lockbox services directly using their established banking relationships. Customer authorizes Xpress to endorse checks and other payment items on behalf of Customer for deposit into an Xpress deposit account, and deposit funds as necessary for the clearing of payments received for Customer. Xpress will facilitate the acquisition of the necessary Merchant Service accounts for credit card. Only Merchant Service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

6.0 Licensee Support Services and Service Levels: BIAS will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 8:00 am to 5:00 pm (PST or PDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Licensee local time) of the next business day following the request for service by Customer.

7.0 Software or Hardware: BIAS will not receive any hardware or software from Xpress under this Agreement. Customer will use its own computers and agrees to have Internet services through an Internet Service Provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 7 or Mozilla Fire Fox 10.0.

8.0 Technical Support and Problem Resolution Policies: Xpress will provide telephone technical support for BIAS. Only those problems related to services provided by Xpress should be referred to Xpress, which will be assigned a call tracking number. Calls are processed in the order in which they are received. **Under no circumstances is it appropriate for BIAS to provide their resale Customers or end users with the Xpress toll-free support phone numbers.** If Xpress receives calls as described above, Xpress will bill BIAS for standard time and materials as referenced in paragraph 6.0 above.

9.0 Billing Information: BIAS warrants that it or its resale Customer will provide Xpress with relevant billing information, to be used in the bill payment product, for End Users accounts that this service has been resold for. BIAS agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in Billing Information provided to Xpress.

9.0 Record Keeping. BIAS agrees to keep full and accurate records of its customer's utilization of Xpress services and of the transactions giving rise to Billing Information for at least three (3) years after the date of the relevant transaction. BIAS understands that Xpress will be required to participate in certain audits in connection with the credit card and electronic funds transfer services provided by Xpress. BIAS agrees to cooperate with Xpress in the performance of such audits on its customers, including providing information required in the course of such audits.

10.0 Compliance. BIAS and their resale Customer warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit C. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Operating Rules of the National Automated Clearing House Association (NACHA).

11.0 Termination. This agreement may be terminated by either party upon not less than ninety (90) days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by BIAS or its resale Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

12.0 Litigation/Attorney Fees: The parties agree that any dispute between them requiring litigation-whether or not arising under this Agreement– shall only be commenced and determined within the State of Utah. Each party will be responsible for their own costs incurred for any litigation.

13.0 General Provisions. This Agreement and the exhibits hereto constitute the entire understanding and agreements among the parties with respect to the subject matter hereof and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement. This Agreement shall be construed and enforced under the laws of the State of Utah. This Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver.

14.0 Indemnification. Xpress agrees to indemnify and hold BIAS, its officers, employees, representatives and agents harmless from any loss, claims, causes of action or demands, including attorneys' fees and costs of defense arising out of (i) negligent or improper performance by Xpress of its obligations or work pursuant to this Agreement, (ii) any claim that the services provided by Xpress hereunder infringes or violates any third party's copyright, patent, trade secret, or trademark, or other intellectual property right; or (iii) any actual, alleged or contributory patent or copyright infringement, misappropriation of Confidential Information, or violation of other intellectual or proprietary rights related to the provision of the services hereunder. BIAS agrees to indemnify and hold Xpress, its officers, employees, representatives and agents harmless from any loss, claims, causes of action or demands, including attorneys' fees and costs of defense arising out of negligent or improper performance by Licensee of its obligations or work pursuant to this Agreement.

15.0 Immigration Laws: Xpress shall comply with all applicable federal and state immigration laws that relate to its employees. A breach of this paragraph shall be deemed a material breach of this agreement that shall entitle Customer to terminate this Agreement. Customer may inspect Xpress' records to ensure compliance.

By signing below Xpress, BIAS and the Resale Customer shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:

Xpress Solutions Inc.

BY: _____
(Authorized Signature)

Paul Grinceri
(Print or Type Name)

TITLE: Operations Manager

DATE: 02/13/14

Accepted by:

City of Prosser

BY: _____
(Authorized Signature)

_____
(Print or Type Name)

TITLE: _____

DATE: _____

Accepted by:

BIAS Software

BY: _____
(Authorized Signature)

Mark Felchlin
(Print or Type Name)

TITLE: President

DATE: _____

EXHIBIT A

PRICING SCHEDULE

The below fees are applicable for customers who will be utilizing the following solution:

- Xpress Bill Pay branded online bill pay online and reporting system

Non Recurring Fees

1. Initial Setup Configuration and Development	See BIAS
Online Payment Module	
Auto Pay module	
Card Swipe Module	
2. Training	See BIAS

Recurring Fees

3. Gateway Fees:	
Credit Card Processing (per transaction)	$ 0.30
Bank Bill Pay (per transaction)	$ 0.20
EFT Online Payments (per transaction)	$ 0.40
EFT Returned Item	
(Invalid account number or unable to locate account)	$ 5.00
(NSF or Closed Account)	$ 10.00
(Customer Stop Payment)	$ 25.00
XBP Deposit Account Withdrawals	
(6 free per month then $3.25)	
Lock Box Service (per transaction)	$ 0.48 *
Check Conversion (per transaction)	$ 0.30 *
800 Operator Assisted Payment (per successful transaction call)	$ 1.95 *
800 IVR Assisted Payments (per successful transaction call)	$ 1.95 *
4. Support & Hosting (Monthly Recurring)	$ 75.00
($0.015 per billing statement hosted. Minimum $75.00)	minimum
5. Monthly Account Keeping Fee	$ 19.00
(Waived if you keep a $25,000.00 minimum balance in your Xpress Deposit Account)	

Additional Fees (if needed)

6. Credit Card Swipes	$ 100.00 per unit

** if service is activated*

EXHIBIT B

CUSTOMER ACCOUNT INFORMATION

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Type: _____

Routing Number: _____

Account Number: _____

Bank Name: _____

EXHIBIT C

ACCEPTABLE USE POLICY

Introduction

The Acceptable Use Policy (AUP) was created by Xpress Solutions and its subsidiaries (the "Company") to protect its network, including, without limitation, the products and services which the Company offers and the related Internet Data Center Services (as defined in the Master Services Agreement) it provides (collectively, the "Xpress Solutions Network"). The Company reserves the right, in its sole discretion, to interpret and apply this AUP. The Company reserves the right to modify this AUP at any time, effective upon posting at www.xpressbillpay.com/aup.asp. Any use of the Company's Network or other services after a modification shall be deemed an irrevocable acceptance of such modified AUP.

Purpose/Scope

The purpose of this AUP is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This AUP governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this AUP, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this AUP to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this AUP and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this AUP:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, and defamatory, constitutes an illegal threat, and/or violates export control laws.

- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this AUP or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this AUP.

- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any

other person, (B) impersonate or assume the identity or any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.

- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.

- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;

- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.

- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.

- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.

- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.

- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.

- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to insure compliance with this AUP generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the AUP. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the AUP.

1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this AUP. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Keith Jenkins, CEO
Xpress Solutions
387 S 520 W, Suite 110
Lindon, UT 84042
800-768-7295
kljenkins@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this AUP hereby and which may viewed at www.xpressbillpay.com/copyright.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

ODFI ORIGINATOR AGREEMENT

This ODFI Originator Agreement (this "Agreement"), dated as of _____, 20__, is between **City or Prosser,** a Washington Municipal Corporation ("Company"), and **Bank of American Fork**, a Utah state chartered bank ("Bank").

RECITALS

A. Company wishes to initiate debit Entries (with such debit Entries to include Accounts Receivable Entries ("ARC Entries")) and credit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement, the Third-Party Sender Agreement (identified below) and the rules of the National Automated Clearing House Association (the "Rules"), and Bank is willing to act as an Originating Depository Bank with respect to such Entries.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Company from which Bank initiates each Entry.

AGREEMENT

1. Transmittal of Entries By Company.

(a) Through Xpress Solutions Inc., a Utah limited liability company d/b/a Xpress Bill Pay, as a third-party sender (the "Third-Party Sender"), Company shall transmit credit and debit Entries to Bank in compliance with the formatting and other requirements set forth in the ODFI / Third-Party Sender Agreement between Third-Party Sender and Bank (the "Third-Party Sender Agreement") (or as otherwise determined or directed by Bank in its sole discretion).

(b) Company agrees that its ability to originate entries under this Agreement is subject to exposure limits in accordance with the Rules and as set forth in the Third-Party Sender Agreement (or as otherwise determined by Bank in its sole discretion).

(c) Nothing in the agreements between Originator and Third-Party Sender shall limit or affect the obligations and responsibilities of Company as an Originator to Bank under this Agreement and the Rules.

2. Security Procedures.

(a) Bank shall comply with the security procedures requirements described in the Third-Party Agreement (together with such other procedures as Bank may provide or determine). Company acknowledges that the sole purpose of such security procedures is an attempt to determine verification of authenticity and not to detect an error in the transmission or content of an Entry. No security or other procedures for the detection of any such error has been agreed upon between Bank and Company, and Bank assumes no such responsibility.

(b) Company, in its agreement with Third-Party Sender, is solely responsible to establish and maintain the procedures to safeguard against unauthorized or erroneous transmissions. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers by Bank prior to receipt of such notification and within a reasonable time period thereafter to respond and to put in place measures to prevent unauthorized transfers.

3. Compliance With Security Procedures.

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Third-Party Sender, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay Bank the amount of such Entry (or any return with respect thereto) even though the Entry (or request) was not authorized by Company or

Third-Party Sender, provided Bank accepted the Entry in good faith and acted in substantial compliance with the Third-Party Agreement.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Third-Party Sender, Company shall pay Bank the amount of the Entry (or any return with respect thereto), whether or not Bank complied with the Third-Party Agreement with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such provisions.

4. Recording and Use of Communications. Company and Bank agree that all telephone conversations, emails or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

5. Processing, Transmittal And Settlement By Bank.

(a) Except as provided in Section 6 and Section 7, Bank shall (i) process Entries received from Third-Party Sender to conform with the file specifications set forth in the Rules and the Third-Party Sender Agreement, (ii) transmit such Entries as an Originating Depository Bank to the ACH Operator, and (iii) settle for such Entries as provided in the Rules.

(b) Bank shall transmit such Entries to the ACH Operator as set forth in the Third-Party Sender Agreement.

(c) If any of the requirements is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline which is a Business Day and a day on which the ACH Operator is open for business.

6. On-Us Entries. Except as provided in Section 7, in the case of an Entry received for credit or debit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 5 are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

7. Rejection of Entries. Bank may reject any Entry which does not comply with the requirements of Section 1, Section 2, or the Third-Party Sender Agreement or which contains an Effective Entry Date more than two (2) days after the Business Day such Entry is received by Bank. Bank may reject an Entry for any reason for which an Entry may be returned under the Rules. Bank may reject any Entry if Third-Party Sender has failed to comply with its obligations under the Third-Party Sender Agreement. Bank may reject any Entry if Third-Party Sender does not adhere to security procedures as described in the Third-Party Sender Agreement or as otherwise determined by Bank.

8. Cancellation or Amendment By Company. Company shall have no right to cancel or amend any Entry submitted by Third-Party Sender to Bank.

9. Notice of Returned Entries; Notice of Change. Bank shall notify Third-Party Sender by phone, electronic transmission, including email, or by other writing of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Agreement with respect to the original Entry.

Bank shall provide Third-Party Sender all information, as required by the Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Bank relating to Entries transmitted by Company.

10. Unconditional Payment by Company for Entries; Payment by ODFI for Entries.

(a) Company shall unconditionally and promptly pay Bank the amount of each credit Entry transmitted by Bank pursuant to this Agreement at such time on the date of transmittal by Bank of such credit Entry as Bank, in its discretion, may determine.

(b) Company shall unconditionally and promptly pay Bank the amount of, and shall otherwise indemnify and hold Bank harmless with respect to, each debit Entry returned (for whatever reason, except due to Bank's gross negligence or willful misconduct), including without limitation an ARC Entry return, by an RDFI that was transmitted by Bank pursuant to this Agreement.

11. The Account. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the settlement account of the Third-Party Sender identified in the Third-Party Sender Agreement (the "Account"). Company agrees that Bank may debit any account maintained by Company with Bank or that Bank may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement. Upon request of Bank, Company agrees to promptly provide to Bank such information pertaining to Company's financial condition as Bank may reasonably request.

12. Account Reconciliation. Entries transmitted by Bank or credited to a Receiver's account maintained with Bank will be reflected on Third-Party Sender's periodic statement issued by Bank with respect to the Account pursuant to the agreement between Bank and Company. Third-Party Sender has the responsibility of determining the accuracy of all such statements pursuant to the terms of the Third-Party Sender Agreement and the Account agreement. Bank has no obligation to provide any such information to Company.

13. Company Representations And Agreements; Indemnity.

(a) With respect to each and every Entry transmitted by Company, Company represents and warrants to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (d) Company shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry.

(b) With respect to each and every ARC Entry, Company represents and warrants that the Company has provided the requisite notice to the Receiver prior to the receipt of Receiver's check stating that the check will be used as the basis for the origination of an ARC Entry, stating substantially the following:

> When you provide a check as payment, you authorize us to use the information from your check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your check as a check transaction.

(c) Such notice also gives the Receiver the right to give a notice to Company opting out of the use of the check to generate an ARC Entry.

(d) With respect to each and every Entry transmitted as an ARC, Company represents the amount of the Entry, the routing number, the account number, and the check serial number are in

accordance with source check. In addition, Company represents to Bank that with respect to each ARC Entry:

(i) the Entry was not transmitted to an account of a Receiver who did not receive prior notice of the check conversion or who opted out of check conversion;

(ii) the source check was not presented for payment;

(iii) the check used for the debit Entry is in proper form;

(iv) the check has the necessary MICR line for an ARC Entry;

(v) the check is for an amount no greater than $25,000;

(vi) the check is not a third-party check or a draft;

(vii) the check has not been remotely created;

(viii) the check has not been provided by a credit card or home equity line lender for purposes of accessing credit;

(ix) the check is not drawn on an investment company;

(x) the check is not an obligation of a financial institution (e.g. a travelers check, cashier's check, money order, etc.); and

(xi) the check is not payable in a currency other than United States currency.

(e) Company shall indemnify Bank against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations, and agreements.

14. Bank Responsibilities; Liability; Limitations on Liability; Indemnity.

(a) In the performance of the services required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement and by Third-Party Sender pursuant to this Third-Party Sender Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the services expressly provided for in the Third-Party Sender Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. Bank shall not be responsible for Company's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Company) or those of any other person, including, without limitation, Third-Party Sender, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Company agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of Company or any other person described in this Section 14(a).

(b) To the extent that Company incurs losses caused solely by Bank's willful misconduct or grossly negligent conduct in performing the services provided herein, Bank shall be liable only for Company's actual damages; Bank shall not be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, civil strife, war, emergency conditions or other

circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of San Francisco for the period involved. At Bank's option, payment of such interest may be made by crediting the Account.

(e) Bank does not warrant to Company that the Bank's ACH services and related system (whether mechanical, computerized or otherwise) will be free from error or that it will meet the specific requirements of Company. Company shall assume complete responsibility for any Company decisions or actions taken based on information obtained as part of the Banking ACH services or from use of the related system. In the event of a breach of warranty, Bank's sole obligation and liability shall be to take commercially reasonable efforts to protect Company against loss and to provide competent services as expected from a financial institution consistent with industry standards to correct any errors identified in the System and to re-perform any services which fail in a material respect to meet the limited warranties provided herein. Notwithstanding the foregoing, Bank makes no warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

15. Inconsistency of Name And Account Number. Company acknowledges and agrees that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by Third-Party Sender, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Bank (or any return with respect thereto) is not excused in such circumstances.

16. Amendments. From time to time Bank may amend any of the terms and conditions contained in this Agreement and the Third-Party Sender Agreement. Such amendments shall become effective upon thirty (30) days after receipt of notice by Company or such later date as may be stated in Bank's notice to Company.

17. Notices, Instructions, Etc.

(a) Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

(b) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine, and any such communication shall be deemed to have been signed by such person.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Bank, addressed to:

Bank of American Fork
P.O. Box 307
American Fork, Utah 84003
Attn: Janet Lopez

and, if to Company, addressed to:

City of Prosser
601 7th Street
Prosser, WA 99350
Attn: Finance Manager

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

18. Data Retention.

(a) Company shall retain all information about its digitizing of checks and related items and source documents for thirty (30) days following the date of their transmittal to Third-Party Sender, and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provision, Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Company's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

(b) Company will retain each check used to originate debit Entries for a reasonable period of time, but in no event fewer than ninety (90) days after such check has been digitized and transmitted to Third-Party and no more than one hundred eighty (180) days after such date. Company will use commercially reasonable methods to destroy such checks including without limitation prior storage in a locked, secure location and cross-shredding.

19. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Bank in making such information available to Company shall be paid by Company.

20. Evidence of Authorization. Company shall obtain all consents and customer authorizations required under the Rules and Section 13 of this Agreement and shall retain such consents and authorizations for two (2) years after they expire.

21. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

22. Termination. Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Bank's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.

23. Entire Agreement. This Agreement, together with the Third-Party Sender Agreement, is the complete and exclusive statement of the agreement between Bank and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Company with respect to such subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Bank and Company will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Bank and Company, regardless of whatever practices and procedures Bank and Company may use.

24. Non-Assignment. Company may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

25. Waiver. Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of this Agreement.

26. Binding Agreement; Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Company hereunder.

27. Headings. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

28. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

29. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. Company consents to the nonexclusive jurisdiction of the state and federal courts of the State of Utah to consider any matter or lawsuit with respect to the enforcement of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Bank of American Fork	City of Prosser
By _____	By _____
Name _____	Name _____
Title _____	Title _____

CHASE Paymentech

Merchant Application and Agreement

If you make any corrections, you MUST initial each change.

THIS SECTION IS FOR INTERNAL USE ONLY		Rev. NAPSTAND 10/2013	
Application ID:	8529589	Sales Rep:	Brandon Rowe
Rep Fax:	(855) 848-6761	Rep Phone:	(214)849-3625

1. Merchant Business (Federal regulations require us to collect and retain information verifying a merchant's identity.)

"Doing Business As" (DBA) Information

Merchant DBA Name			Date Business Started (MM/YYYY)
The City of Prosser			/
DBA Street Address (No PO Box or Paid Mail Box)			Telephone #
601 7th Street			(509) 786-2332
City	State	Zip Code	Fax #
Prosser	WA	99350	
Name of Primary Contact	Merchant DBA Email Address		
Toni Yost	tyost@cityofprosser.com		

Legal Information (If you are an individual/Sole Proprietor, fill in this section with your personal information)

Merchant Legal Name	State of Formation	Federal Tax ID/EIN (sole prop use SSN)
The City of Prosser		

Complete this section if different from DBA Information.

Legal Street Address			Telephone #
601 7th Street			(509) 786-2332
City	State	Zip Code	Fax #
Prosser	WA	99350	
Legal Email Address			
tyost@cityofprosser.com			

Business and IRS Information (Please check the type of business and how it is taxed)

☐ LLC ➡	**taxed as** ☐S Corporation ☐ C Corporation ☐ Partnership ☐ Disregarded Entity[1]
☐ Individual/Sole Proprietor ☐ Partnership	[1] A *Disregarded Entity* is a business that is separate from its owner for legal purposes but the owner chooses to "disregard" that separation for federal income tax purposes. If an individual owns a Disregarded Entity, it is treated as a sole proprietor. If another legal entity owns it, it is treated as a branch or division of the owner.
☐ Private Corporation **or** ☐ Public Corporation ➡	**taxed as** ☐ S Corporation ☐ C Corporation
☒ Government Agency **or** ☐ Non-Profit[2] ➡	**check if** ☐ Exempt from IRS backup withholding

[2] Non-profit companies need to submit form 501C and, if exempt from sales tax, should also submit their state tax exempt certificate.

2. Merchant Profile

Is your business home-based? ☐ Yes ☒ No	Has business ever been in bankruptcy? ☐ Yes ☒ No
If "Yes" above, where is the inventory located?	What is your business industry type? ☒ Retail ☐ Restaurant ☐ Lodging ☐ Auto Rental ☐ Cash Advance ☐ Convenience Store/Gas ☐ Other:
What merchandise do you sell or services do you provide? UTILITIES & Government Services	☐ Internet (You are **required** to list **all** website addresses): www. www.cityofprosser.com
Is your business seasonal? ☐ Yes ☒ No	

3. Reporting, Statements, Chargeback Requests, and Retrieval Requests

Reporting and Statements - you may access transaction history and monthly statements online via Resource Online, or have your monthly statements emailed to you.		Chargeback and Retrieval Requests
☐ **Resource Online** Set up a Resource Online and use the following email address as the user login:	☐ **Email** statements to ☐ Legal email address ☐ DBA email address	Mail requests to ☒ Legal address ☐ DBA address

4. Sales Information

What is the estimated annual breakdown (in %) of your annual Payment Card Transactions?

0 %	Via mail or phone order
0 %	Ecommerce – accepted on your website
0 %	Card is swiped
0 %	Card is present but keyed
100 %	**Total**

Do you ever charge a Customer on a recurring basis? ☐ Yes ☐ No

If "Yes" above, how often will you charge?
☐ 30 Days ☐ 60 Days ☐ 90 Days ☐ Annually
☐ Other:

If Customers are required to pay a deposit, what % of total sale? %

5. Ownership Information

If your business is privately owned y one or more individuals (e.g. LLC, Sole Proprietor, Partnership, or Private Corporation),

- Complete section A or A and B for one or two owners with the greatest % of ownership.
- All owners listed below must sign the Application and Agreement in Section 11 and 12.

If your business is a non-profit organization, publicly owned corporation, or government entity,

- Complete section C only

If a parent company owns your business,

- Enter the name of the legal entity(ies) owner(s) in section A or A and B
- Provide the name of an Authorized Representative in Section C.
- Substitute the parent company's Federal Tax ID for the Social Security #.

A Name of Individual/Sole Proprietor or Parent Company	Percentage of Ownership: %		Social Security #
Street Address (Individual/Sole Proprietor use home address) (No PO Box or paid mailbox)			Date of Birth
City	State	Zip Code	Telephone #

B Name of Individual/Sole Proprietor or Parent Company	Percentage of Ownership: %		Social Security #
Street Address (Individual/Sole Proprietor use home address) (No PO Box or paid mailbox)			Date of Birth
City	State	Zip Code	Telephone #

C Name of Authorized Representative	Title

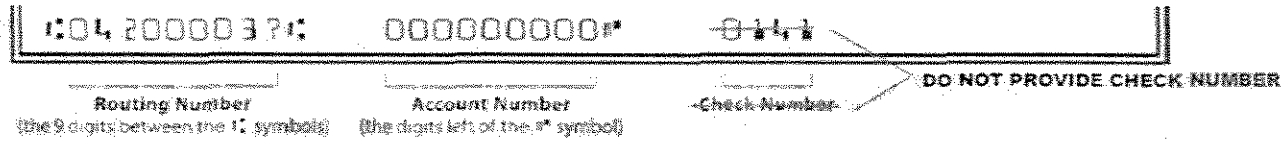
6. Funding and Account Information

The Merchant must own the bank account you provide below and it must be used primarily for business purposes. Chase Paymentech may:

- deposit into this account amounts owed to Merchant by Chase Paymentech, such as proceeds from Merchant's Payment Card Transactions
- debit this account for amounts Merchant owes to Chase Paymentech associated with its Merchant account, such as fees for processing Merchant's Payment Card Transactions
- debit this account for any negative amounts presented, such as refunds, returns or Chargebacks

Name of Bank	Designating this bank account for the purposes outlined above must not violate any of Merchant's organizational documents or any agreement to which the Merchant is a party.
Routing Number (always consists of 9 digits)	Account Number (number of digits will vary)

The image below shows where to find your Routing Number and Account Number. Do not use the internal routing number that begins with a 5.



7. Payment and Processing Information

If you have previously accepted payment cards, please include your three (3) most recent monthly processing statements.

Please check all payment methods you wish to accept:

☒ Visa ☒ MasterCard ☒ Discover/JCB ☐ American Express
☐ Voyager ☐ Wright Express ☐ Gift Card ☐ PIN Debit

Current Payment Processor:

Has Merchant ever had a breach involving lost card data or received a notification for any violation of the Payment Brand Rules? ☐Yes ☐ No

Estimated Annual Visa/MC/Discover Sales Volume	$
Estimated Annual PIN Debit Sales Volume	$
Average Ticket Amount	$
Highest Transaction Amount	$

8. American Express® Authorization

If your American Express annual processing volume is greater than $500,000.00, please complete **Section A only**.

If your American Express annual processing volume is, or is expected to be, $500,000.00 or less, please complete **Section B only**.

A If you do not know your American Express SE #, or you would like to apply for one, please contact American Express directly at (855) 894-6570.

If you know your American Express SE #, please provide it here:

B

Estimated Total Annual American Express Sales Volume	$	Estimated Average American Express Transaction Amount	$

All American Express fees are set by American Express and are subject to change by American Express. The fees set forth herein are only quotes, based upon the then-current American Express pricing guidelines, which may be modified from time to time.

If Merchant operates an internet/physical delivery, mail order/telephone order, or home-based business, Merchant will not be charged the American Express Discount Rate. Instead, Merchant will be charged a flat monthly fee of $7.95. If Merchant is charged a flat monthly fee, for any reason, that fee will continue until Merchant's American Express volume exceeds $4,999 in a 12-month period. At such time American Express will begin charging Merchant the applicable industry-specific American Express Discount Rate.

Except for Education merchants within MCC 7032, 8211, 8220 and 8351 an Inbound fee of 0.40% will be applied to any charge made using an American Express Card, including a Prepaid Card, issued by an issuer located outside of the United States.

American Express Discount Rate*	%
American Express Prepaid/Gift Card Discount Rate+	1.95 %

*Based on Merchant's MCC, an additional per transaction fee of no more than $0.15 may be assessed. For Merchants with a Retail, Restaurant or Travel Agency MCC, an additional 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present charge occurs.

+Based on Merchant's MCC, an additional per transaction fee of no more than $0.20 may be assessed. Independent Gas Stations, Mail Order & Internet, and Supermarket MCCs will be assessed a Prepaid/Gift Card rate of [1.30% + $0.12], [2.25% + $0.20], and [0.45% + $0.20], respectively, in lieu of the 1.95% rate listed.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize Paymentech and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, from time to time, and disclose such information to their agents, subcontractors, Affiliates, and other parties for any purpose permitted by law. I authorize and direct Paymentech and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at http://www.americanexpress.com/privacy to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

X _____ _____

Signature Print Name Title Date

9. Site Visit

If your business is selected for a site visit, Chase Paymentech, or a third party representing Chase Paymentech, will contact you at the number provided. You **MUST** assist with the site visit and Chase Paymentech **MUST** approve the results of the site visit.

The site visit includes, but is not limited to,

- an interview with you regarding the nature of your business, **and**
- photographs of your business operation.

If the site visit is not completed or the results of the site visit are not approved, Chase Paymentech may,

- decline your application for a merchant account
- withhold your funds, **or**
- terminate your Agreement with Chase Paymentech **and** close your Merchant account.

To help expedite the process, we **require** the following information:

Best phone # to contact you:	Preferred language: ☐ English ☐ Spanish ☐ Other:
Best time to reach you:	

10. IRS Certification

Under penalty of perjury, I certify that:

1. The number shown on this form (Section 1) is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest in dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person.

Certification Instructions

You must cross out and initial #2 above if you have been notified by the IRS that you are currently subject to backup withholding.

IRS Form W-9 instructions available upon request.

11. Authorized Representative(s)

The first four pages of this document are the Merchant's Application to establish a Merchant account with Paymentech, LLC ("Chase Paymentech") and JPMorgan Chase Bank, N.A. ("Member"). Once submitted, the Application belongs to Chase Paymentech and Member. Any set up fee paid by Merchant is non-refundable. The Application is subject to approval by Chase Paymentech and Member. If the Application is approved, Chase Paymentech will establish one or more Merchant account(s). All Merchant accounts will be governed by the entire Agreement, which includes: the Application, the Terms and Conditions, Schedule A (pricing), and any amendments, supplements or modifications provided to you.

I, the undersigned, certify:

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative"); and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.

Furthermore, by signing below I authorize Chase Paymentech, Member, or their designees to:

- investigate and verify personal credit and financial information about me; and
- obtain and use consumer credit reports on me from time to time in connection with establishing Merchant's account and maintaining the Agreement.

By submitting this Application and Agreement, Merchant, through the undersigned Authorized Representative:

- represents and warrants that the person submitting this Application on behalf of Merchant is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
- represents and warrants that all information contained within the Application as well as any information submitted in conjunction with the Application is true, complete, and not misleading;
- represents and warrants that it owns the bank account provided in Section 6;
- represents and warrants that it has received a complete copy of the Agreement, including the Terms and Conditions for Merchant Agreement and Schedule A and agrees to be legally bound by the Agreement;
- understands that any unilateral changes to the pre-printed text of any part of the Agreement may result in Chase Paymentech declining Merchant's Application or terminating the Agreement
- agrees that Chase Paymentech, Member, or their designees, may:
  - investigate and verify the credit and financial information of Merchant; and
  - obtain credit reports on Merchant from time to time and use them in connection with establishing Merchant's account and maintaining the Agreement; and
- agrees that Member and Chase Paymentech may share credit, financial information about Merchant and Chase Paymentech.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding. (See Section 10 above).

Owner / Authorized Representative: Signer's name must appear in Section 5

X _____ _____ _____

Signature | Print Name | Date

Owner / Authorized Representative: Signer's name must appear in Section 5

X _____ _____ _____

Signature | Print Name | Date

12. Individual Guarantor(s)

The person(s) acting as individual guarantor(s) must have an ownership interest in Merchant and must be listed in Section 5 of this Application. As an individual(s) who agrees to be personally responsible for Merchant's account with Chase Paymentech (a "Guarantor"), I

- certify I have received and reviewed a complete copy of the Agreement, including the Application, Terms and Conditions, and Schedule A
- certify I have read the Agreement, including, without limitation, the "Personal Guaranty" section at the end of the Terms and Conditions
- agree to be bound as a Guarantor of the Merchant's obligations under the Agreement in accordance with the "Personal Guaranty" section of the Terms and Conditions
- certify that I have an ownership interest in Merchant
- agree that Chase Paymentech, Member, or their designees, may investigate and verify the credit and financial information about me and may obtain consumer credit reports on me from time to time
- agree that Chase Paymentech, Member, or their designees, may use such consumer credit reports in connection with establishing and maintaining the Merchant's account and Agreement
- agree that all business references, including financial institutions, may share my credit and financial information with Chase Paymentech

Guarantor:

X _____ _____ _____

Signature | Print Name | Date

Guarantor:

X _____ _____ _____

Signature | Print Name | Date

If any of the information provided in this Merchant Application and Agreement changes, you must notify Chase Paymentech of such change(s) as soon as possible.

Internal Use Only: Approved by Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A.

_____ _____ _____

Signature | Title | Date

TERMS AND CONDITIONS

The Terms and Conditions together with the Application, pricing Schedule A, and any other documents referred to in Section 15.9 form the legal agreement between you ("Merchant"), Paymentech, LLC ("Chase Paymentech"), and JPMorgan Chase Bank, N.A. ("Member") for processing your Payment Card Transactions. Chase Paymentech has agreed to acquire and process your Payment Card Transactions as well as pay you the amount of each Payment Card Transaction subject to the terms of this Agreement. You agree to pay us for the Services performed and to comply with the Payment Brand Rules, Security Standards, operating procedures and all applicable laws, as further described in this Agreement.

1. MERCHANT'S ACCEPTANCE OF PAYMENT CARDS.

1.1 Exclusivity.

During the term of this Agreement, Merchant *must:*

(a) use ***exclusively*** Chase Paymentech for the Services; and
(b) submit all Transaction Data to Chase Paymentech in compliance with all specified formats and procedures.

1.2 Payment Card Acceptance Policies and Prohibitions.

Merchant *must:*

(a) notify Chase Paymentech, on its Application or otherwise in writing, of all of Merchant's Payment Card acceptance methods (e.g. card-present, card-not-present, recurring transactions, etc.);
(b) accept all categories of Visa and MasterCard Payment Cards, unless Merchant has notified Chase Paymentech on its Application or otherwise in writing of Merchant's election to accept one of the following "limited acceptance" options:
  i. Visa and MasterCard ***consumer credit (but not debit) cards*** and Visa and MasterCard ***commercial credit and debit cards only***; or
  ii. Visa and MasterCard ***debit cards only***;
(c) honor all foreign bank-issued Visa or MasterCard Payment Cards;
(d) publicly display appropriate signage to indicate all Payment Cards accepted by Merchant, including any limited acceptance categories;
(e) examine each Payment Card (credit, debit, etc.) presented at the point of sale to ensure the Payment Card is valid, has not expired and that the Customer's signature on the Transaction Receipt corresponds to the authorized signature on the back of the Payment Card;
(f) in situations where the Payment Card is not physically presented to Merchant at the point of sale (e.g. on-line, mail order, telephone order, pre-authorized, or recurring transactions), have appropriate procedures in place to ensure that each Transaction is made only to the Customer;
(g) provide the Customer with a Transaction Receipt for each Transaction. All Transaction Receipts must conform to Payment Brand Rules; and
(h) prominently and clearly inform Customers of its identity so that the Customer can distinguish Merchant.

Except to the extent permitted by law or the Payment Brand Rules, Merchant *must not:*

(i) set a dollar amount above or below which Merchant refuses to honor otherwise valid Payment Cards;
(j) issue a Refund in cash or a cash equivalent (e.g. checks) for any Transaction originally conducted using a Payment Card;
(k) request or use a Payment Card account number for any purpose other than to process a payment for goods or services sold; or
(l) add any tax or surcharge to a Transaction; if any tax or surcharge amount is imposed, Merchant must have notified Paymentech and the Payment Brands at least thirty days before, such amount must be included in the Transaction amount, shall not be collected separately, and Merchant's surcharging practices must comply with applicable laws and Payment Brand Rules.

Merchant *must not:*

(m) require a Customer to complete a postcard or similar device that includes Payment Instrument Information in plain view when mailed;
(n) require the Customer to pay the fees payable by Merchant under this Agreement;
(o) split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs; and
(p) accept Payment Cards for the purchase of scrip, as defined by the Payment Brand Rules.

Merchant *may*:

(q) request or encourage a Customer to use a Payment Card other than the Payment Card initially presented by the Customer, unless prohibited by the Payment Brand Rules or applicable law

1.3 Payment Brand Rules.

Merchant agrees to comply with:

(a) all applicable Payment Brand Rules in effect from time to time; and
(b) such other procedures as Chase Paymentech may from time to time prescribe for the creation or transmission of Transaction Data.

1.4 Requirements for Certain Transactions.

Merchant represents and warrants that each Transaction:

(a) represents payment for or Refund of a bona fide sale or lease of the goods, services, or both, which Merchant has the legal right to sell and which is provided by Merchant in the ordinary course of its business, as represented in its Application;
(b) is not submitted on behalf of a third party;
(c) represents a current obligation of the Customer solely for the amount of the Transaction;
(d) does not represent the collection of a dishonored check or the collection or refinancing of an existing debt;
(e) represents goods that have been provided or shipped, or services that have actually been rendered, to the Customer;
(f) is free from any material alteration not authorized by the Customer;
(g) or the amount thereof, is not subject to any dispute, setoff, or counterclaim;
(h) if such Transaction represents a credit to a Customer's Payment Card, is a Refund for a Transaction previously submitted to Chase Paymentech; and
(i) complies with the terms of this Agreement, applicable laws and all applicable Payment Brand Rules.

Furthermore, Merchant represents and warrants that Merchant has *not*

(j) disbursed or advanced any cash to the Customer (except as authorized by the Payment Brand Rules) for itself or to any of its representatives, agents, or employees in connection with the Transaction;
(k) accepted payment for effecting credits to a Customer or a Customer's Payment Card;
(l) made any representation or agreement for the issuance of Refunds except as stated in Merchant's Refund Policy;
(m) been provided with any information that would lead Merchant to believe that the enforceability or collectibility of the Transaction is in any manner impaired; and
(n) submitted any Transaction that Merchant knows or should have known to be either fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer, or otherwise in violation of any provision of this Agreement, applicable law, or Payment Brand Rules.

For Transactions stemming from recurring billing, installment plans, deferred payment plans, or prepayment plans, Merchant *must:*

(o) obtain permission from Chase Paymentech prior to submitting such Transactions for processing under this Agreement;
(p) for approved prepayments, advise the Customer:
  i. that payment is being made in advance of the shipment or provision of goods or services; and
  ii. the time when shipment or provision of the goods or services is expected;
(q) obtain the Customer's consent to periodically charge the Customer's Payment Card on a recurring or periodic basis for the goods or services purchased, and:
  i. retain this permission for the duration of the recurring services and provide it upon request to Chase Paymentech or the issuing bank of the Customer's Payment Card; and
  ii. retain written documentation specifying the frequency of the recurring charge and the duration of time during which such charges may be made;
(r) prepare and submit for processing separate Transaction Data for each recurring, installment, or deferred payment only on the dates the Customer agreed to be charged and include in the Transaction Data the electronic indicator that the Transaction is a recurring one; and
(s) not submit such Transactions after receiving:
  i. a cancellation notice from the Customer; or
  ii. notice from Chase Paymentech or any Payment Brand (via authorization code or otherwise) that the Payment Card is not to be honored.

1.5 Stored Value Card Transactions. This Section 1.5 applies only if Merchant elects to accept Stored Value Cards from its Customers and submits such Stored Value Card Transactions to Chase Paymentech for processing.

(a) Stored Value Cards are used by Merchant to issue spending credit to its Customers. Popular uses for Stored Value Cards include, but are not limited to, an electronic version of paper gift certificates, merchandise return cards, and prepaid cards. Merchant provides its Customer with a magnetic stripe card in exchange for money received, merchandise returned, or other consideration. The Stored Value Card represents a dollar value that the Merchant's Customer can either use or give to another individual. The actual record of the balance on the Stored Value Card is maintained by Chase Paymentech. Upon acceptance of the Stored Value Card from a Customer, Merchant must immediately transmit the Stored Value Card information to Chase Paymentech and the appropriate approval response will be routed to Merchant. Chase Paymentech will provide Merchant with access to monthly reporting detailing Merchant's Stored Value Card Transactions and the outstanding balances on the individual Stored Value Cards. Merchant will have access to help desk support through Chase Paymentech for its Stored Value Card Transactions. Customers will have access to an interactive voice response system ("IVR"), via a toll free number, through which they may receive some basic account and Stored Value Card balance information. Merchant's Stored Value Card program will be configured in a manner specified by Merchant to Chase Paymentech during enrollment, which will represent binding program rules related to Merchant's Stored Value Card program.
(b) If Merchant elects to participate in Chase Paymentech's "Now!" or "Advantage" Stored Value Card service, Merchant is obligated to purchase Stored Value Cards from Chase Paymentech. We will arrange for the Stored Value Card production and may, at our option, invoice you therefore, in lieu of electronically debiting your account. Any such invoice will be payable upon receipt. Stored Value Cards, packaging, and point-of-purchase marketing materials are available and priced on a per bundle basis, based on current rates. These rates are captured on the Now! and Advantage enrollment/order form(s). All production and delivery timeframes and costs provided are estimates only and Chase Paymentech does not guarantee any specific date of delivery or price for Stored Value Cards produced by third parties. Merchant is responsible for all production costs and delivery charges for Stored Value Cards. The form and content of all Stored Value Cards may be subject to our approval.
(c) If Merchant elects to participate in Chase Paymentech's "Custom" Stored Value Card service, Merchant is not obligated to purchase Stored Value Cards from Chase Paymentech. If you do elect to purchase Stored Value Cards from us, we will arrange for the Stored Value Card production and may, at our option, invoice you therefore, in lieu of electronically debiting your account. Any such invoice will be payable upon receipt. All production and delivery timeframes and costs provided are estimates only and Chase Paymentech does not guarantee any specific date of delivery or price for Stored Value Cards produced by third parties. Merchant is responsible for all production costs and delivery charges for Stored Value Cards. The form and content of all Stored Value Cards may be subject to our approval.
(d) Merchant is solely responsible for:
  i. complying with all applicable laws and regulations related to the acceptance of Stored Value Cards and Merchant's Stored Value Card program;
  ii. ensuring that all Stored Value Cards require activation at the point of sale;
  iii. any and all value adding and fraud losses;
  iv. providing immediate written notification to Chase Paymentech of any fraud losses;
  v. deactivating or otherwise removing all value from Stored Value Cards that have been compromised; and
  vi. any fraudulent Transactions involving Merchant's Stored Value Cards, including, without limitation, the unauthorized activation of Stored Value Cards, reloading of existing Stored Value Cards (whether pursuant to a manual telephone order or otherwise) with additional value, or the unauthorized replication of Stored Value Cards or Stored Value Card data for fraudulent Transactions.

2. AUTHORIZATIONS. Merchant is required to obtain an authorization code through Chase Paymentech for each Transaction. Chase Paymentech reserves the right to refuse to process any Transaction Data presented by Merchant unless it includes a proper authorization. If required by the Payment Brand Rules, each authorization request must include the Payment Card's expiration date.

Merchant acknowledges:

(a) that authorization of a Transaction indicates only that the Payment Card contains a valid account number and has an available balance sufficient for the amount of the Transaction; and

(b) that authorization of a Transaction does not constitute a representation from Chase Paymentech, a Payment Brand, or a card issuing bank that a particular Transaction is, in fact, valid or undisputed by the actual Customer.

3. REFUND AND ADJUSTMENT POLICIES AND PROCEDURES; PRIVACY POLICIES.

3.1 Refund Policy. Chase Paymentech reserves the right to refuse to process any Transaction made subject to a Refund Policy of which Chase Paymentech has not been notified in advance.

Merchant *must:*

(a) maintain a Refund Policy (e.g. "NO REFUNDS", "REFUNDS WITH ORIGINAL RECEIPT WITHIN 30 DAYS OF ORIGINAL SALE") in accordance with the Payment Brand Rules;

(b) disclose all Refund Policies to Chase Paymentech and to Merchant's Customers; and

(c) submit to Chase Paymentech, in writing, any material change in Merchant's Refund Policy not less than 14 days prior to the effective date of such change.

3.2 Procedure for Refund Transactions.

If Merchant allows a Refund, Merchant *must:*

(a) prepare and deliver to Chase Paymentech Transaction Data reflecting any such Refund within three (3) days of approving the Customer's request for such Refund;

(b) not permit the amount of a Refund to exceed the amount shown as the total on the original Transaction Receipt except by the exact amount required to reimburse the Customer for shipping charges that the Customer paid to return merchandise;

(c) not accept any payment from a Customer as consideration for issuing a Refund; and

(d) not give cash (or cash equivalent) refunds to a Customer in connection with a Transaction, unless required by law or permitted by the Payment Brand Rules.

3.3 Customer Data Protection Policies for Ecommerce Merchants.

If Merchant operates an electronic commerce website through which Transactions are generated, in addition to any requirements otherwise set forth in this Agreement, Merchant *must:*

(a) display the following on each electronic commerce website:

i. Merchant's name and the name that will appear on the Customer's Payment Card statement

ii. its Customer data privacy policy;

iii. a description of its security capabilities and policy for transmission of Payment Instrument Information; and

iv. the address of Merchant's fixed place of business (regardless of website or server locations); and

(b) offer its Customers a data protection method such as 3-D Secure or Secure Sockets Layer (SSL).

4. SETTLEMENT.

4.1 Submitting Transaction Data. If Merchant fails to send Transaction Data to Chase Paymentech within one (1) business day after the day of the Transaction, higher interchange fees, additional costs, and increased Chargebacks could occur. Chase Paymentech may from time to time contact Customers to verify that they have received goods or services for which Transactions have been submitted. Chase Paymentech reserves the right to refuse to process any Transaction Data presented by Merchant if Chase Paymentech believes that the Transaction amount cannot be collected from the Customer or was prepared in violation of any provision of this Agreement, applicable law, or the Payment Brand Rules.

4.2 Merchant's Settlement Account. In order to receive funds from Chase Paymentech, Merchant must designate (via the Application or otherwise) and maintain one or more bank account(s) used primarily for business purposes and which is held at a bank that is a member of the Automated Clearing House system or the Federal Reserve wire system. All such designated bank accounts are collectively referred to herein as "Settlement Account". Chase Paymentech will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including, without limitation, delays or errors by the Payment Brands or Merchant's bank.

During the term of this Agreement, and thereafter until Chase Paymentech notifies Merchant that all amounts due from Merchant under this Agreement have been paid in full, Merchant:

(a) ***must not*** close its Settlement Account without giving Chase Paymentech at least five (5) days' prior written notice and substituting another Settlement Account;

(b) is solely liable for all fees, costs, and overdrafts associated with the Settlement Account; and

(c) authorizes Chase Paymentech, or its authorized agent(s) to initiate electronic credit and debit entries and adjustments to the Settlement Account, or any other bank account designated by Merchant in writing, at any time without regard to the source of any monies in the Settlement Account.

4.3 Conveyed Transactions. Conveyed Transactions are Transactions that Merchant submits to Chase Paymentech, but which are then conveyed to one or more third parties or Payment Brands for settlement and funding directly by them to Merchant (e.g. American Express Transactions). For Conveyed Transactions Merchant must have a valid agreement in effect with the applicable third party or Payment Brand. Payment of proceeds due Merchant for Conveyed Transactions will be governed by such agreement, and Chase Paymentech does not bear any responsibility or liability for performing or failing to perform any term, condition, or covenant under Merchant's agreement with any third party concerning Conveyed Transactions, including, without

limitation, the funding and settlement of Merchant's Conveyed Transactions. If Merchant submits Conveyed Transactions to Chase Paymentech and Merchant does not have a valid agreement with the applicable third party or Payment Brand, Chase Paymentech may, but is not obligated to, convey such Transaction Data to the applicable third party or Payment Brand and to share with them information about Merchant (from the Application or otherwise) as may be required to approve Merchant's acceptance of the Conveyed Transaction.

4.4 Funding Merchant for Settled Transactions. Subject to Section 4.3, for all Transactions, Chase Paymentech will submit Merchant's Transaction Data to the applicable Payment Brand. Promptly after Chase Paymentech receives funds for Settled Transactions from the Payment Brands, Chase Paymentech will provisionally fund Merchant's Settlement Account.

The dollar amount payable to Merchant for Settled Transactions will be equal to the amount submitted by Merchant in connection with its sale Transactions ***minus*** the sum of the following:

(a) all fees, charges, and other amounts described on Schedule A or that Merchant has otherwise agreed to pay;
(b) all Refund Transactions and Chargebacks;
(c) all Reserve Account amounts (as defined in Section 4.6); and
(d) all fees, charges, fines, assessments, penalties, or other liabilities (and all related costs and expenses incurred by Chase Paymentech) that may be imposed on Chase Paymentech or Member from time to time by the Payment Brands.

In the event Chase Paymentech does not deduct amounts owed by Merchant from Merchant's proceeds when such amounts are due and payable, Merchant agrees to pay all such amounts to Chase Paymentech immediately without any deduction or offset. Chase Paymentech may debit Merchant's Settlement Account for any such amounts.

4.5 Negative Amounts. Merchant must maintain sufficient funds in the Settlement Account to prevent the occurrence of a negative balance. In the event that the proceeds from Merchant's Settled Transactions or the balance of Merchant's Settlement Account are not sufficient to pay amounts due from Merchant under this Agreement, Chase Paymentech may, in addition to any other rights and remedies under this Agreement, pursue any one or more of the following:

(a) demand and receive immediate payment for such amounts;
(b) debit the Settlement Account for the amount of the negative balance;
(c) apply funds held in the Reserve Account against the negative amount; or
(d) withhold all or some of Merchant's Settlement funds and apply them against the negative amount.

4.6 Reserve Account. To protect itself against Anticipated Risks arising out of or relating to Merchant's acceptance of Payment Instruments, Chase Paymentech may, from time to time, temporarily suspend or delay payment to Merchant of amounts due under this Agreement, or designate an amount of funds that Paymentech must maintain, and establish a Reserve Account with such funds.

Anticipated Risks include, but are not limited to, risks associated with:

(a) a material breach of the Agreement by Merchant;
(b) providing Services to Merchant in light of Merchant's financial condition or payment history with creditors;
(c) Chargebacks;
(d) Refunds;
(e) unshipped goods or unfulfilled services;
(f) fines, fees, or penalties assessed or reasonably anticipated to be assessed against Chase Paymentech or Member by any of the Payment Brands arising out of or relating to Merchant's:
    i. acceptance of Payment Cards;
    ii. acts or omissions;
    iii. Chargebacks; or
    iv. failure to comply with the Payment Brand Rules or Security Standards;
(g) objections or concerns expressed by a Payment Brand that makes it unduly burdensome, impractical or risky to continue processing Merchant's Transactions; and
(h) all anticipated trailing activity arising from Merchant's Transactions after termination of this Agreement.

The Reserve Account:

(i) must contain sufficient funds to cover:
    i. any unbilled processing costs; and
    ii. Chase Paymentech's estimated exposure based on Anticipated Risks;
(j) may be funded in the same manner as provided for negative balances in Section 4.5(a) – (d);
(k) will be held and controlled by Chase Paymentech (and funds therein may be comingled with other funds); and
(l) will not bear interest.

Upon the establishment of a Reserve Account, Merchant *must:*

(m) irrevocably grant to Chase Paymentech a security interest in any interest Merchant may now have or later acquire in any and all funds, together with the proceeds thereof, that may at any time be in the Reserve Account and that would otherwise be payable to Merchant pursuant to the terms of this Agreement; and
(n) execute and deliver to Chase Paymentech such instruments and documents that Chase Paymentech may reasonably request to perfect and confirm the security interest in the Reserve Account funds.

Chase Paymentech:

(o) may (but is not required to) apply funds in the Reserve Account toward, and set off any funds that would otherwise be payable to Merchant against, the satisfaction of any amounts which are or may become due from Merchant pursuant to this Agreement; and
(p) will pay to Merchant any funds remaining in the Reserve Account after Merchant:
    i. satisfies all of its obligations under this Agreement; and
    ii. executes all documents reasonably requested by Chase Paymentech in connection with the return of any Reserve Account funds.

5. ACCOUNTING.

5.1 Statements and Reporting. Chase Paymentech will supply a detailed statement (or online access thereto) reflecting the activity of Merchant's account(s). If Merchant accesses account statements via the internet, Merchant must ensure that such online access is secure.

5.2 Adjustments. If Merchant believes any adjustments should be made to its Settlement Account, Merchant must notify Chase Paymentech in writing within 90 days after any such adjustment is or should have been made. Chase Paymentech has no obligation to research or affect changes to Merchant's Settlement Account which are not brought to Chase Paymentech's attention within 90 days after Merchant received its activity statement.

6. RETRIEVAL REQUESTS. A Retrieval Request is a request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction submitted by Merchant. Because a Retrieval Request requires Merchant to provide Chase Paymentech with specific Transaction information, Merchant must store and retain Transaction Data and Transaction Receipts, but must do so solely in compliance with the Payment Brand Rules and the Security Standards. Merchant acknowledges that failure to fulfill a Retrieval Request timely and in accordance with Payment Brand Rules may result in an irreversible Chargeback. If Chase Paymentech receives a Retrieval Request, Chase Paymentech will forward the same to Merchant.

Upon receiving a Retrieval Request, Merchant *must*:

(a) respond to the Retrieval Request within the time frame provided; and
(b) include with Merchant's response the following documentation:
  i. a written resolution of Merchant's investigation of the Retrieval Request; and
  ii. legible copies of any supporting documentation requested or required by the Retrieval Request.

7. CHARGEBACKS.

7.1 Chargeback Reasons. Merchant is liable for all Chargebacks. Some of the most common reasons for Chargebacks include:

(a) Merchant fails to issue a Refund to a Customer after the Customer returns or does not receive goods or services;
(b) Merchant did not obtain an authorization/approval code, as required under Section 2;
(c) The Transaction Data was prepared incorrectly or fraudulently;
(d) Chase Paymentech did not receive Merchant's response to a Retrieval Request in accordance with Section 6;
(e) The Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
(f) The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; and
(g) The Customer disputes making the Transaction and the Payment Card was not physically presented at the time of the Transaction. In this case Merchant acknowledges that if the Merchant does not have an electronic record or physical imprint of the Payment Card, the Payment Brand Rules may not allow the Merchant to challenge the Chargeback.

7.2 Responding to Chargebacks. If Merchant has reason to dispute or respond to a Chargeback, then Merchant must do so by the date provided on the applicable Chargeback notice. If Merchant misses the Chargeback due date, Chase Paymentech has no obligation to investigate or attempt to obtain a reversal or other adjustment to any Chargeback on Merchant's behalf. Upon receiving a Chargeback, Merchant may resubmit the applicable Transaction Data for a second presentment if permitted by the Payment Brand Rules.

7.3 Excessive Chargebacks. If Merchant is receiving an excessive amount of Chargebacks, in addition to Chase Paymentech's other remedies under this Agreement, Chase Paymentech may do any one or more of the following:

(a) review Merchant's internal procedures relating to acceptance of Payment Cards and notify Merchant of new procedures Merchant should adopt in order to avoid future Chargebacks;
(b) notify Merchant of a new rate Chase Paymentech will charge to process Merchant's Chargebacks;
(c) require Merchant to replace any magnetic-strip-only point of sale terminal or electronic cash registered with an EMV chip-capable terminal, if required under the Payment Brand Rules
(d) establish a Reserve Account; or
(e) terminate the Agreement in accordance with Section 10.3.

Merchant understands that having excessive Chargebacks may result in assessments, fines, fees, and penalties by the Payment Brands. Merchant agrees to reimburse Chase Paymentech immediately for any such assessments, fines, fees, and penalties imposed on Chase Paymentech or the Member and any related loss, cost, or expense incurred by Chase Paymentech or the Member.

8. DISPLAY OF PAYMENT BRAND MARKS. Payment Brand Marks are the brands, emblems, trademarks, and logos that identify a Payment Brand. Merchant has no ownership rights in the Payment Brand Marks and cannot assign its right to use the Payment Brand Marks under this Agreement to any third party.

Merchant *must:*

(a) use the Payment Brand Marks only as expressly permitted by the Payment Brand Rules;
(b) use the Payment Brand Marks only to promote the services covered by the Marks;
(c) ***not*** use the Payment Brand Marks in any way that could cause Customers to believe that the goods or services offered by Merchant are sponsored, endorsed, or guaranteed by Chase Paymentech, Member or the Payment Brands; and
(d) cease using the Payment Brand Marks when this Agreement terminates.

9. FEES AND ADJUSTMENTS.

9.1 Schedule A. Merchant:

(a) must pay all applicable fees for all Transactions, which are calculated and payable pursuant to this Agreement and which may be adjusted from time to time in accordance with Section 9.2;
(b) acknowledges that the fees payable under this Agreement and stated in Schedule A:
  i. are based upon Merchant's annual volume, average Transaction size, and other information provided by Merchant or contained in this Agreement;
  ii. are based upon the assumption that Merchant's Transactions will qualify for certain interchange rates as determined in each case by the applicable Payment Brand; If any of Merchant's Transactions fail to qualify for such interchange rates, Chase Paymentech will process each such Transaction at the applicable interchange rate determined by the applicable Payment Brand; and
  iii. will be rounded up to the next full cent to the extent they contain a fraction of a cent; and
(c) is solely responsible for all communication expenses required to facilitate the transmission of all Transaction Data to Chase Paymentech.

9.2 Adjustments. The fees owed by Merchant under this Agreement (under Schedule A or any additional pricing supplement) may be adjusted at any time:
(a) with thirty (30) days' prior written notice;
(b) to reflect increases in interchange, assessments, or other Payment Brand fees;
(c) to reflect additional fees imposed by the Payment Brands; or
(d) to reflect increases in, or additions to, third party fees.

All adjustments hereunder will be effective either upon the date set forth in the written notice or upon the date the corresponding increase or additional fee is implemented by the Payment Brand or third party provider.

10. TERM AND TERMINATION.

10.1 Term. This Agreement starts on the day it is accepted and agreed to by Chase Paymentech (the "Effective Date"). This Agreement will continue in full force and effect until it is terminated by Merchant under Section 10.2, or by Chase Paymentech under Section 10.3.

10.2 Merchant Termination. Subject to the terms of this Section 10.2, Merchant may terminate this Agreement at any time by giving thirty (30) days' prior notice to Chase Paymentech.

PLEASE READ THIS PROVISION CAREFULLY. IT APPLIES DURING THE FIRST 24 MONTHS IF: MERCHANT (A) TERMINATES THIS AGREEMENT, OR (B) FAILS TO MAINTAIN AN ACTIVE ACCOUNT; AND MERCHANT RECEIVED A PROMOTIONAL CONSIDERATION FROM CHASE PAYMENTECH.

Merchant may be obligated to repay all, or a prorated portion of, any Promotional Consideration Merchant received when it signed up with Chase Paymentech. A Promotional Consideration is:
(a) a signing bonus;
(b) a free point of sale terminal or other equipment;
(c) the waiver of any applicable fees; or
(d) any other item of value, which was extended to Merchant in consideration of entering into this Agreement.

In the event Merchant's repayment of the Promotional Consideration is limited by applicable law, the amount owed to Chase Paymentech is limited to the maximum amount permitted under applicable law. Any amount owed to Chase Paymentech under this Section 10.2 or Section 10.4 will be funded in the same manner as provided for negative balances in Section 4.5.

10.3 Chase Paymentech Termination. Chase Paymentech may terminate this Agreement at any time by giving thirty (30) days' prior notice to Merchant. Furthermore, Chase Paymentech may terminate this Agreement ***immediately*** if:
(a) Merchant is determined to have excessive Chargebacks;
(b) Chase Paymentech determines, in its reasonable discretion, that Merchant's Transactions present increased or excessive Anticipated Risks;
(c) any representation or warranty in the Agreement, including the Application or Schedule A, is determined to be incorrect in any respect when made or deemed to be made;
(d) Merchant fails to comply with any term, covenant, condition, or agreement contained in this Agreement;
(e) a case or other proceeding is commenced by or against Merchant in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up, or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator, or the like of Merchant, or of all or any substantial part of the assets, domestic or foreign, of Merchant, and such case or proceeding continues undismissed or unstayed for a period of 60 consecutive days, or an order granting the relief requested in such case or proceeding against Merchant (including, without limitation, an order for relief under the Bankruptcy Code) is entered;
(f) Chase Paymentech, in its reasonable discretion, deems Merchant to be financially insecure;
(g) any Payment Brand:
  i. notifies Chase Paymentech or Member that it is no longer willing to accept Merchant's Transaction Data; or
  ii. requires Chase Paymentech or Member to terminate or limit this Agreement or Merchant's ability to accept Payment Cards from Customers;
(h) Merchant or any person owning or controlling Merchant's business is listed in one or more databases of terminated or high risk merchants maintained by the Payment Brands; or
(i) Merchant engages in conduct that
  a. creates or could tend to create harm or loss to the goodwill of any Payment Brand, Chase Paymentech, or Member; or
  b. causes Paymentech or Member to violate the Payment Brand Rules or applicable law; or
  c. results in Paymentech's, Member's, or Merchant's participation in a risk-based program under the Payment Brand Rules.

If this Agreement is terminated by Chase Paymentech, Merchant acknowledges that Chase Paymentech may be required to report Merchant's business name, and information about its principals, to the Payment Brands, and Merchant expressly agrees and consents to such reporting.

10.4 Active Account. Merchant's account will be considered "Active" as long as Merchant continues to make on-time payments of all amounts owed under the Agreement. But, if Merchant goes more than 90 consecutive days without making an on-time payment of amounts due under the Agreement, Chase Paymentech ***may:***

(a) consider the Merchant's account as ***not*** Active;
(b) terminate this Agreement immediately; and
(c) subject to Section 10.2, collect all or a prorated portion of any Promotional Consideration.

10.5 Post Termination. The termination of this Agreement will not affect either party's rights or obligations with respect to Transactions submitted prior to termination. Therefore, the provisions governing processing and settlement of Transactions, all related adjustments, fees, and other amounts due from Merchant, and the resolution of any related Chargebacks, disputes, or other issues involving Transactions, will continue to apply for all Transactions made prior to termination.

Upon termination of this Agreement, Merchant *must:*

(a) continue to be responsible for all Chargebacks, fees, fines, assessments, credits, and adjustments resulting from Transactions processed pursuant to this Agreement before termination; and
(b) be responsible for all amounts then due or which thereafter may become due to Chase Paymentech or Member under this Agreement.

Upon termination or notice of termination of this Agreement, Paymentech may, in its sole discretion and without waiving any of its rights or remedies under this Agreement:

(a) establish a Reserve Account; and
(b) process Transaction Data submitted by Merchant after termination in accordance with and subject to all of the terms of this Agreement.

11. INDEMNIFICATION. Merchant agrees to indemnify Chase Paymentech, Member, the Payment Brands, and their respective affiliates, officers, directors, employees, agents, and sponsoring banks from any losses, liabilities, and damages of any and every kind (including, without limitation, Chase Paymentech's costs, expenses, and reasonable attorneys' fees) arising out of or related to:

(a) Chase Paymentech's reliance on the information provided by Merchant, or Merchant's Authorized Representative, on the Application or in conjunction with the Application (including any information with respect to Merchant's financial condition);
(b) any assessment, fine, or penalty imposed on Chase Paymentech or the Member, and any related loss, cost, or expense incurred by Chase Paymentech or the Member; and
(c) any claim, complaint, or Chargeback:
   i. made or claimed by a Customer with respect to any Transaction or Transaction Data submitted by Merchant;
   ii. caused by Merchant's noncompliance with this Agreement, applicable law, or the Payment Brand Rules (including, without limitation, any breach of a representation or warranty made by Merchant or Merchant's failure to comply with the Security Standards);
   iii. resulting from any voluntary or involuntary bankruptcy or insolvency proceeding by or against Merchant; or
   iv. related to Chase Paymentech's reporting of Merchant, or any person owning or controlling Merchant's business, to the Payment Brands for inclusion in one or more databases of terminated or high risk merchants maintained by the Payment Brands.

The indemnification provided for in this Section does not apply to any claim or complaint to the extent it is caused by Chase Paymentech's own gross negligence or willful misconduct. The indemnification provided for in this Section shall survive termination and is subject to the limitation of liability set forth in Section 14.

12. TRANSACTION DATA, PAYMENT CARD INFORMATION AND PAYMENT CARD INDUSTRY COMPLIANCE.

Merchant acknowledges that its:

(a) failure, or the failure of any of its Service Providers, to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any of Transaction Data or Payment Card Information (whether such Payment Card Information is under the control of Merchant or its Service Provider) may result in assessments, fines, and penalties by the Payment Brands and termination of this Agreement; and
(b) use of any fraud mitigation or security enhancement solution (e.g. an encryption product or service), whether provided to Merchant by Chase Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

Merchant *must not*:

(c) disclose Payment Card Information, except:
   i. to select employees, agents, and contractors on a "need to know" basis, solely for the purpose of assisting Merchant in completing a Transaction or otherwise complying with this Agreement; or
   ii. as specifically required by the Security Standards, Payment Brand Rules, applicable law, or government/regulatory demand;
(d) use Payment Card Information, except:
   i. to complete a Transaction; or
   ii. as specifically permitted by this Agreement, the Security Standards, Payment Brand Rules, or applicable law; and
(e) sell, transfer, or disclose to third parties any materials that contain Transaction Data or Payment Card Information in the event of Merchant's failure, including bankruptcy, insolvency, or other suspension of business operations.

Merchant *must*:

(f) comply with the Security Standards, Payment Brand Rules, and all applicable laws relating to the security, storage, and disclosure of Transaction Data and Payment Card Information;
(g) provide Chase Paymentech, upon its request, with all tests, scans, and assessments evidencing Merchant's compliance with the Security Standards, Payment Brand Rules, and applicable laws;
(h) store and discard Transaction Data, Payment Card Information, and all media containing Payment Card Information in compliance with Payment Brand Rules and Security Standards;

(i) notify Chase Paymentech immediately if Merchant determines or suspects that Transaction Data or Payment Card Information has been compromised and assist Chase Paymentech in providing notification to all interested parties as may be required by law or Payment Brand Rules, or as Chase Paymentech otherwise reasonably deems necessary;
(j) notify Chase Paymentech immediately of its use of any Service Provider and Payment Application;
(k) ensure that all Service Providers and Payment Applications used by Merchant:
  i. comply with the Security Standards; and
  ii. are registered with, or recognized by, the Payment Brands as being compliant with the Security Standards.
(l) ensure that all EMV chip-capable terminals used by Merchant appear on the EMV co-approved terminal list maintained by the Payment Brands;
(m) reimburse Chase Paymentech immediately for any assessment, fine, or penalty imposed on Chase Paymentech or the Member and any related loss, cost, or expense incurred by Chase Paymentech or the Member related to or arising from Merchant's acceptance of Payment Cards;
(n) cooperate with, and cause all applicable Service Providers to cooperate with, any forensic examination or other audit required by the Payment Brands, Chase Paymentech or Member because of a Data Compromise Event;
(o) pay for all costs and expenses related to a forensic examination or other audit required by the Payment Brands, Chase Paymentech, or Member (including all of Chase Paymentech's reasonable attorneys' fees and other costs related to the forensic exam or audit);
(p) take all actions necessary to achieve and maintain compliance in accordance with the results of, and in the time frame set forth in, a forensic examination or audit report from Chase Paymentech, the Payment Brands, or Member; and
(q) upon request, return all materials that contain Transaction Data or Payment Card Information to Chase Paymentech or provide Chase Paymentech with acceptable proof of its destruction.

Chase Paymentech may:
(r) share Merchant's financial information, information related to Merchant's Transactions, and other information provided by Merchant with Chase Paymentech's affiliates and the Payment Brands;
(s) use or disclose information related to Merchant's Transactions:
  i. as necessary to process Merchant's Transactions or otherwise provide Services and maintain Merchant's account pursuant to this Agreement;
  ii. to detect prevent, reduce, or otherwise address fraud, security, or technical issues;
  iii. to enhance or improve Chase Paymentech's products and Services generally; or
  iv. as required or permitted by the Payment Brands or applicable law;
(t) prepare, use, or share with third parties, aggregated, non-personally identifiable information derived from Transaction Data of all of Chase Paymentech's customers or specific segments of Chase Paymentech's customers;
(u) require, in its sole discretion, or based on information provided by the Payment Brands, a forensic examination of Merchant or Merchant's Service Providers due to a Data Compromise Event or suspected event;
(v) require Merchant or Merchant's Service Provider to engage a forensic examiner in order to expedite the investigation of the Data Compromise Event or suspected event. Alternatively, Chase Paymentech may engage a forensic examiner on Merchant's or Merchant's Service Provider's behalf; and
(w) investigate a Data Compromise Event of Merchant, if permitted under the Payment Brand Rules.

13. INFORMATION ABOUT MERCHANT AND MERCHANT'S BUSINESS.

13.1 Additional Financial Information. Upon five (5) days' written notice at any time, Merchant, and each Guarantor (if any), agrees to furnish to Chase Paymentech all financial statements and information as Chase Paymentech may reasonably request. Merchant's and each Guarantor's signature on this Agreement authorizes Chase Paymentech to perform any credit check deemed necessary with respect to Merchant and each Guarantor, as applicable.

13.2 Audit Rights; Site Visit; Website Inspection. With prior notice and during Merchant's normal business hours, Chase Paymentech's duly authorized representatives may visit Merchant's business premises and may examine Merchant's books and records that pertain to Merchant's Transactions or Merchant's compliance with this Agreement. Furthermore, Merchant may be contacted by Chase Paymentech or a third party contracted by Chase Paymentech who will need to gain access to Merchant's business operation to perform a site visit and inspection (the "Site Visit") in compliance with Payment Brand Rules. The Site Visit will include, among other things, an interview with Merchant regarding the nature of Merchant's business, as well as photographs of Merchant's business operation. If Merchant is unavailable for the Site Visit as scheduled, Chase Paymentech may suspend the settlement of Merchant's Transactions until a Site Visit can be completed and approved by Chase Paymentech. If Merchant operates an ecommerce website, Chase Paymentech is obligated under the Payment Brand Rules to investigate the contents of such website, either directly or through review of screen shots presented to Chase Paymentech by Merchant (the "Website Inspection"). Chase Paymentech may suspend the settlement of Merchant's Transactions until a Website Inspection can be completed and approved by Chase Paymentech. In the event that Merchant fails to reasonably cooperate with the required Site Visit or Website Inspection, or in the event the results of the Site Visit or the Website Inspection are not approved by Chase Paymentech, Chase Paymentech may terminate this Agreement immediately upon notice to Merchant.

13.3 Notification to Chase Paymentech of Merchant's Changes.
(a) Merchant agrees to provide Chase Paymentech at least 30 days' prior written notice of its intent to change current product lines or services, Merchant's trade name, or the manner in which Merchant accepts Payment Cards. If Chase Paymentech determines such a change is material to its relationship with Merchant, Chase Paymentech may refuse to process Transaction Data made subsequent to the change or terminate this Agreement.
(b) Merchant agrees to provide Chase Paymentech with prompt written notice:
  i. if Merchant is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding; or
  ii. of any:
    a. adverse change in Merchant's financial condition;
    b. planned or anticipated liquidation or substantial change in the basic nature of Merchant's business;
    c. transfer or sale of any substantial part (25% or more in value) of Merchant's total assets;

d. judgment, writ, warrant of attachment, execution, or levy against any substantial part (25% or more in value) of Merchant's total assets not later than three days after Merchant obtains knowledge of any such judgment, writ, warrant of attachment, execution, or levy; or

e. change in the control or ownership of Merchant or Merchant's parent if Merchant or Merchant's parent is not a corporation whose shares are listed on a national securities exchange or on an over-the-counter market.

13.4 Referral Sources. Merchant may have been referred to Chase Paymentech for the execution of this Agreement by a third party who has entered into a formal referral relationship with Chase Paymentech (a "Referral Partner"). If that is the case, Chase Paymentech will be the sole provider of the services necessary to authorize, process, and settle all of Merchants Transactions in accordance with the terms and conditions of the Agreement; however, Referral Partner may be involved in the servicing and maintenance of Merchant's merchant account. Therefore, notwithstanding anything to the contrary in the Agreement, Merchant hereby authorizes Chase Paymentech to share Merchant's financial information, information related to Merchant's Transactions (including Payment Instrument Information) and any other information that Merchant provides to Chase Paymentech with Referral Partner. Merchant understands and agrees that Chase Paymentech will not be responsible for Referral Partner's subsequent use or disclosure of such information.

14. DISCLAIMER; LIMITATION OF DAMAGES. Subject to Section 5, Chase Paymentech will, at its own expense, correct any Transaction Data if errors have been caused by Chase Paymentech or by malfunctions of Chase Paymentech's processing systems.

PLEASE READ THIS PROVISION CAREFULLY

UNDER NO CIRCUMSTANCES WILL CHASE PAYMENTECH'S FINANCIAL LIABILITY ARISING OUT OF OR RELATED TO ITS PERFORMANCE OF SERVICES UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID TO CHASE PAYMENTECH BY MERCHANT UNDER THIS AGREEMENT (NET OF PAYMENT BRAND FEES, THIRD PARTY FEES, INTERCHANGE, ASSESSMENTS, PENALTIES, AND FINES) FOR THE SIX (6) MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OR ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ANY FINES, FEES, PENALTIES OR ASSESSMENTS IMPOSED BY THE PAYMENT BRANDS RELATED TO MERCHANT'S ACCEPTANCE OF PAYMENT INSTRUMENTS SHALL NOT BE DEEMED TO BE CONSEQUENTIAL DAMAGES.

NEITHER PAYMENTECH NOR MEMBER SHALL BE LIABLE OR RESPONSIBLE FOR THE AUTHENTICITY, ACCURACY, CORRUPTION, DISAPPEARANCE, THEFT OF, DAMAGE TO, OR TAMPERTING WITH ANY DATA, INCLUDING WITHOUT LIMITATION, TRANSACTION DATA, TRANSMITTED IN ANY FORM OR FORMAT TO PAYMENTECH BY OR ON BEHALF OF MERCHANT, AND PAYMENTECH AND MEMBER SHALL BE ENTITLED TO RELY ON DATA IT RECEIVED FROM OR ON BEHALF OF MERCHANT IN THE DISCHARGE BY PAYMENTECH AND MEMBER OF ITS OBLIGATIONS HEREUNDER.

ALL PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR COMMERCIAL SERVICES. THE UNIFORM COMMERCIAL CODE DOES NOT APPLY AND CHASE PAYMENTECH AND MEMBER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, MADE TO MERCHANT OR ANY OTHER PERSON, REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY GOODS PROVIDED INCIDENTAL TO SUCH SERVICES.

15. MISCELLANEOUS.

15.1 Taxes. Unless Merchant is otherwise exempt, and, if applicable, provides a valid exemption certificate, Merchant agrees to pay any taxes imposed on the Services, equipment, supplies, and other property provided under this Agreement, and Merchant authorizes Chase Paymentech to increase the amount collected from Merchant to reflect any and all assessments or increases in the sales, use, occupational, property, lease, or other taxes imposed on such sale or lease of Services, tangible property, intellectual property, equipment, supplies, and other goods purchased.

15.2 Section Headings. The section headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Agreement.

15.3 Assignment; Other Events.

(a) Merchant may not transfer or assign this Agreement without the prior written consent of Chase Paymentech. Any transfer or assignment of this Agreement by Merchant, by operation of law, merger, or otherwise, without Chase Paymentech's prior written consent is null and void, and Merchant is fully responsible with respect to all Transactions submitted by the purported assignee/transferee, and for any and all related liabilities, Chargebacks, expenses, costs, fines, fees or penalties arising from such Transactions. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Merchant's assets or business, has any right to continue or to assume or to assign this Agreement.

(b) Merchant agrees to provide Chase Paymentech with not less than 30 days' prior written notice of:

i. any sale of all or substantially all of the assets of Merchant; or

ii. any person or entity becoming the beneficial owner, directly or indirectly, of securities representing more than fifty percent (50%) of the combined voting power of Merchant's securities, or otherwise acquires voting control of the Merchant.

(c) Upon notice to Merchant, another Payment Brand member may be substituted for Member under whose sponsorship this Agreement is performed and for whom Chase Paymentech is acting as agent hereunder. Subject to Payment Brand Rules, Chase Paymentech may assign or transfer this Agreement and its rights and obligations hereunder and may delegate its duties hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, without notice to or consent of Merchant.

15.4 Parties; Independent Contractor. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, administrators, representatives, and permitted successors and assigns. Merchant agrees that it is responsible for its employees' actions. In providing Services to Merchant, Chase Paymentech will not be acting in the capacity of agent, partner, or joint venturer; Chase Paymentech is acting solely as an independent contractor.

15.5 Representations. Merchant agrees to perform its obligations under this Agreement in compliance with all applicable laws. Merchant represents and warrants that statements made on its Application are true as of the date of this Agreement. Merchant represents and warrants that its execution of and performance under this Agreement:

(a) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including, without limitation, its corporate charter or similar document or any agreement between Merchant and any third party or any affiliated entity;
(b) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party; and
(c) that the person signing this Agreement on behalf of Merchant is an Authorized Representative.

15.6 Publicity. Neither Chase Paymentech nor Merchant may publicly disclose, through press releases or otherwise, the existence of the business relationship that is the subject of this Agreement, without the prior written consent of the non-disclosing party.

15.7 Severability. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule, or regulation, including any Payment Brand Rule, such determination will not affect the validity or enforceability of any other provision of this Agreement.

15.8 Waivers. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

15.9 Entire Agreement. The Payment Brand Rules, Application, Terms and Conditions, taxpayer identification and certification documentation, and all schedules, supplements, and attachments are made a part of this Agreement for all purposes. This Agreement represents the entire understanding between Merchant and Chase Paymentech with respect to the matters contained herein and supersedes any prior agreements between the parties. Merchant agrees that in entering into this Agreement it has not relied on any statement of Chase Paymentech or its representatives. This Agreement prevails over any conflicting terms of any agreement governing the Settlement Account.

15.10 Notices. Except as otherwise provided in this Agreement, all notices must be given in writing and either hand delivered, faxed, mailed first class, postage prepaid, sent via electronic mail transmission, or sent via overnight courier (and will be deemed to be given when so delivered or mailed) to Merchant's legal address set forth in the Application, to Chase Paymentech at: Attn: Legal Department, 14221 Dallas Parkway, Dallas, Texas 75254, or to such other address as either party may from time to time specify to the other party in writing. Notices provided in writing on Merchant's monthly statement(s) are sufficient for formal notice under the terms of this Section 15.10.

15.11 Governing Law; Waiver of Right to Contest Jurisdiction; Waiver of Jury Trial; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of law provisions. Any action, proceeding, arbitration hearing or mediation relating to or arising from this Agreement must be brought, held, or otherwise occur in Dallas County, Dallas, Texas.

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION.

WITH BINDING ARBITRATION MERCHANT ACKNOWLEDGES AND AGREES THAT:

(a) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST CHASE PAYMENTECH, MEMBER, OR RELATED THIRD PARTIES;

(b) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST CHASE PAYMENTECH, MEMBER OR RELATED THIRD PARTIES; AND

(c) MERCHANT IS GIVING UP ITS RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST CHASE PAYMENTECH, MEMBER, AND RELATED THIRD PARTIES.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, MERCHANT AND CHASE PAYMENTECH MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). BUT, EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

Any claim, dispute, or controversy ("Claim") by either Merchant, Chase Paymentech or Member against the other, or against the officers, directors, employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents, successors, or assigns of the other, arising from or relating in any way to this Agreement or to the relationship formed between the parties as a result of this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, Merchant, Chase Paymentech's or Member's negligence, statutory or regulatory provisions, or any other source of law. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Merchant and Chase Paymentech will agree on another arbitration forum if the AAA ceases operations. The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between Merchant and Chase Paymentech and/or Member. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section. If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration. Any decision rendered in such arbitration proceedings will be final and binding on

the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. Any arbitration hearing at which Merchant appears will take place at a location within Dallas County, Dallas, Texas. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.

15.12 Force Majeure. Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of Chase Paymentech's vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 15.12 will affect or excuse Merchant's liabilities and obligations for Chargebacks, refunds, or unfulfilled goods and services.

15.13 Amendment. Except as otherwise set forth in this Agreement, the Agreement may be amended at any time by Chase Paymentech upon thirty (30) days' notice to Merchant. Notwithstanding the foregoing, in the event the terms of this Agreement must be amended pursuant to a change required by the Payment Brand Rules or any third party with jurisdiction over the matters described herein, such amendment will be effective immediately. Merchant's electronic signature or continued submission of Transactions to Chase Paymentech following such notice will be deemed to be Merchant's acceptance of such amendment.

15.14 Counterparts; Electronic Signatures under the Uniform Electronic Transactions Act. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic Signatures, as defined by the Uniform Electronic Transactions Act, retain all the legal effect and enforceability of an original signature.

15.15 Merchant Taxpayer Certification and Chase Paymentech Reporting Obligations. Pursuant to 26 USC 6050W, Chase Paymentech is a "payment settlement entity", obligated to collect and report certain taxpayer information to the United States Internal Revenue Service. Therefore, in conjunction with the execution of this Agreement, Merchant must provide Chase Paymentech with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant must promptly notify Chase Paymentech if there are any changes in this information. Chase Paymentech may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under Applicable Law. Chase Paymentech may, in accordance with Applicable Law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant is responsible for any penalties related to the reporting obligations of Chase Paymentech hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from Chase Paymentech.

16. SURVIVAL. The following Sections survive termination of this Agreement: 4.2, 4.4, 4.5, 4.6, 5, 6, 7, 9, 10.2, 10.3, 10.4, 10.5, 11, 12, 14, 15, 16, 17, and Personal Guaranty.

17. TERMS USED IN THE APPLICATION AND THESE TERMS AND CONDITIONS.

Application	a statement of Merchant's financial condition, a description of the characteristics of Merchant's business or organization, and related information Merchant or its Authorized Representative(s), has previously or concurrently submitted to Chase Paymentech, including credit, financial, and other business related information, to induce Chase Paymentech to enter into this Agreement with Merchant and that has induced Chase Paymentech to process Merchant's Transactions under the terms and conditions herein
Authorized Representative	an owner, partner, officer, or other agent of the Merchant that is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements
Chargeback	a reversal of a Transaction Merchant previously presented to Chase Paymentech pursuant to Payment Brand Rules
Chase Paymentech or Paymentech	Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254
Conveyed Transaction	any Transaction conveyed to a Payment Brand for settlement by such Payment Brand directly to Merchant
Customer	the person or entity to whom a Payment Instrument is issued or who is otherwise authorized to use a Payment Instrument
Data Compromise Event	An occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transaction Data or Payment Instrument Information
Effective Date	The day this Agreement is accepted and agreed to by Chase Paymentech, as set forth in Section 10.1
EMV	Europay, MasterCard and Visa
Guarantor	The person(s) identified in the Application as having an ownership interest in Merchant and who agree to be personally responsible for Merchant's obligations to Chase Paymentech under this Agreement
Merchant	The legal entity identified in the Application and whose name and signature appears on this Agreement
Member	JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Chase Paymentech as required by all applicable Payment Brands. Member is a principal party to this Agreement and Merchant's acceptance of Payment Brand products is extended by the Member
Payment Application	a third party application used by merchant that is involved in the authorization or settlement of Transaction Data

Payment Brand	Any payment method provider whose payment method is accepted by Chase Paymentech for processing, including: • Visa Inc.; • MasterCard International, Inc.; • Discover Financial Services, LLC; and • any other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council and the Electronic Payment Association (frequently referred to as "NACHA")
Payment Brand Rules	All bylaws, rules, programs, regulations, specifications, and manuals, as they exist from time to time, of the Payment Brands
Payment Card or Payment Instrument	An account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that Merchant accepts from Customers as payment for a good or service. Payment Instruments include, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, and credit accounts. Use of the term Payment Instrument or Payment Card throughout this Agreement includes any Payment Card with an embedded microcomputer EMV chip.
Payment Card Information or Payment Instrument Information	Information related to a Customer or the Customer's Payment Card, that is obtained by Merchant from the Customer's Payment Card, or from the Customer in connection with his or her use of a Payment Card). Such information may include, but is not limited to: • the Payment Card account number and expiration date; • the Customer's name or date of birth; • PIN data, security code data (such as CVV2 and CVC2); and • and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically, or otherwise stored thereon. For the avoidance of doubt, the data elements that constitute Payment Card Information are treated according to their corresponding meanings as "cardholder data" and "sensitive authentication data" as such terms are used in the then current PCI DSS.
Refund	Any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services and any adjustment of a Transaction
Refund Policy	A written policy with regard to Refunds
Retrieval Request	A request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction
Security Standards	All rules, regulations, standards, or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security, and the safeguarding, disclosure, and handling of Payment Instrument Information, including, without limitation, the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program ("DISC"), American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program, and the Payment Card Industry PIN Transmission Security program (PCI PTS), in each case as they may be amended from time to time
Services	All Transaction processing services provided by Chase Paymentech, including, without limitation, authorization, conveyance, settlement, and funding of all Transactions, as provided for in this Agreement or any subsequent agreement between the parties. The Services may also include the provision of or access to monthly statements or reporting tools, as well as assistance with Merchant's Chargebacks.
Service Provider	Any party that processes, stores, receives, transmits, or has access to Payment Instrument Information on Merchant's behalf, including, without limitation, its agents, business partners, contractors, and subcontractors
Settled Transaction	A Transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged between the Customer and Merchant for the purchase of a good or service or the Refund of such purchase and the value for such Transaction is settled by the Payment Brand through Chase Paymentech to the Merchant
Stored Value Card Transaction	A Transaction in which a Customer adds or redeems value to or from a stored value card, gift card, or loyalty Payment Card issued by or on behalf of Merchant
Transaction	A transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged between the Customer and Merchant
Transaction Data	The written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record, which is submitted to Chase Paymentech
Transaction Receipt	An electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer

Personal Guaranty. Each Guarantor whose name and signature appears in the Application (individually a "Guarantor" and collectively the "Guarantors") hereby, jointly and severally, unconditionally and irrevocably, guarantee the full, timely and continuing performance of each and every representation, warranty, covenant, agreement and obligation of Merchant now or hereafter arising under or in connection with the Agreement, including, without limitation, any indebtedness and other liabilities of Merchant created, at any time, under or in connection with the Agreement (the "Guaranteed Obligations"). Each Guarantor is familiar with, and has independently reviewed books and records regarding, the financial condition of Merchant and is familiar with the value of any and all collateral intended to be created as security for the payment of the Guaranteed Obligations. However, no Guarantor is relying on such financial condition or collateral, including, without limitation, the existence of a Reserve Account (if any) as an inducement to enter into this Personal Guaranty. Each Guarantor hereby unconditionally and irrevocably waives any and all notices, demands and other formalities, of every kind and

description, including, without limitation, any (i) notice of acceptance of this Personal Guaranty, (ii) notice of the incurrence of any Guaranteed Obligation, (iii) notice of the occurrence of any breach or default relating to or in connection with the Agreement or (iv) demand for performance or payment, presentment, protest, notice of protest or proof of breach or default. This is an unconditional, irrevocable and continuing guaranty of payment and not a guaranty of collection. Each Guarantor hereby acknowledges and agrees that such Guarantor is liable for the Guaranteed Obligations as primary obligor and Chase Paymentech, Member or any other beneficiary of the Agreement, as the case may be, may exercise their respective rights and remedies hereunder against one or more Guarantors, whether or not first or ever exercising their respective rights and remedies hereunder or otherwise against Merchant or any other guarantor or obligor or enforcing or collecting any present or future collateral securing the Guaranteed Obligations. Each Guarantor hereby acknowledges and agrees that such Guarantor's obligations and liabilities pursuant to this Personal Guaranty shall in no way be discharged, released or in any way affected by (i) any action taken under or in connection with the Agreement or the Guaranteed Obligations, including, without limitation, any assignment, renewal, extension, compromise, indulgence, forbearance, waiver, acceleration, modification, amendment or other change granted to Merchant or any guarantor or obligor or otherwise related thereto, (ii) the taking, holding, exchange, enforcement, waiver or release of any security for the performance of the Guaranteed Obligations or this Personal Guaranty, (iii) the release, in whole or in part, of Merchant or any other guarantor or obligor from any obligation or liability, (iv) the substitution of any one or more of the Guarantors or the acquisition of additional guarantors, (v) any insolvency, bankruptcy or similar proceedings involving or affecting Merchant or any other guarantor or obligor, (vi) the death, dissolution or ceasing to exist (whether voluntary or involuntary) of Merchant or any other guarantor or obligor or (vii) any other act, omission or circumstance whatsoever that may in any manner vary the risks of such Guarantor or might otherwise constitute a legal or equitable defense or discharge of such Guarantor or any other guarantor or obligor. Each Guarantor hereby waives all defenses based on occurrences of the types described in clauses (i) through (vii) above. Each Guarantor hereby represents and warrants that such Guarantor has received, or will receive, direct or indirect benefit from the making of this Personal Guaranty and that the Guaranteed Obligations and such benefit has a value reasonably equivalent to or greater than the obligations and liabilities incurred pursuant to this Personal Guaranty. This Personal Guaranty shall be binding on each Guarantor and such Guarantor's heirs, administrators, legal representatives, successors and assigns, and shall inure to the benefit of Chase Paymentech, Member and any other beneficiary of the Agreement, as the case may be, and their respective heirs, administrators, legal representatives, successors, and assigns. Neither Guarantor may, without the prior written consent of Chase Paymentech, assign any of its rights, powers, duties, or obligations hereunder. The Guarantors jointly and severally agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Chase Paymentech in the enforcement of this Personal Guaranty.

CHASE Paymentech

Schedule A to Merchant Agreement

Merchant: **City of Prosser**

NAPFINSCHED4ICPT 20131101NVR1K4

Assumptions

Transaction related assumptions	
Payment Transaction Sales Volume	$362,560
Average Transaction Amount	$130.00
PIN Debit / EBT Transactions	0
Conveyed Transactions	81

Other assumptions	
Number of locations	1
Authorization / Capture %	105.0%
Chargebacks as % of Sales Transactions	0.0300%
Stored Value Transactions	N/A
Safetech Encrypted Items	N/A

Target Qualification Level:

MasterCard:	Utilities	MUTC
Visa:	CPS Utilities	VUTC
Discover:	PSL Utilities - Core	D158

1. Fees applied on every transaction – MasterCard, Visa and Discover assess an Interchange Rate, Interchange Fee, Assessment Fee & Network Fee for each transaction. These rates and fees will be passed thru at cost.
Payment Brand interchange rates can be accessed by visiting the Learning & Resources section of Chase Paymentech's website, and selecting "Understanding Interchange".

Payment Brand Interchange & any incremental discount rate %	
MasterCard, Visa & Discover Interchange Rates	as set by each Payment Brand
MasterCard, Visa & Discover Incremental Discount Rate	0.2300%
Billing Frequency:	Monthly
PIN Debit and/or EBT Network Fees	All standard PIN Debit Network Fees will be assessed
PIN Debit – Incremental Discount Rate	N/A
JCB (Japanese Credit Bureau)	N/A
Voyager Discount Rate (if settled)	N/A

Payment Brand Assessments		
MasterCard	(Credit transactions < $1000 and all Debit Transactions)	0.110%
MasterCard	(Credit transactions > $1000)	0.130%
Visa		0.110%
Discover		0.105%

Payment Brand Network Fees	Credit	Debit
MasterCard Network Access & Brand Usage Fee (NABU)	$0.0195	$0.0195
Visa Auth Processor Fee (APF)	$0.0195	$0.0155
Discover Data Usage Fee	$0.0185	$0.0185

Transaction Fees	
MasterCard per transaction	N/A
Visa per transaction	N/A
Discover per transaction	N/A
JCB per transaction	N/A
American Express per transaction	N/A
PIN Debit per transaction	$0.2000
EBT per transaction	N/A
Check Verification – Scan per transaction	N/A
Voyager per transaction	N/A
Wright Express per transaction	N/A
Hosted Pay Page per transaction	N/A

Authorization Fees	
MasterCard per authorization	$0.1500
Visa per authorization	$0.1500
Discover per authorization	$0.1500
JCB per authorization	N/A
American Express per authorization	N/A
Voyager per authorization	N/A
Wright Express per authorization	N/A
Private Label per authorization	N/A
Dial Backup authorization surcharge	$0.0150

Encryption Fees	
Safetech Encryption per transaction	N/A

Customer Initials	X_____	Please initial to acknowledge page 1 of the Schedule A pricing sheet

2. One Time and Periodic Fees

One Time Fees		Monthly Fees		Monthly Fees – Pass Thru	
Account Setup Fee	N/A	Monthly Service Fee [1]	$5.00	Visa Fixed Acquirer Network Fee [4]	Varies
Rush Fee	N/A	Monthly Minimum Fee [2]	$25.00		
Terminal Reprogram Fee	N/A	Monthly Helpdesk Fee	N/A		
PIN Debit Setup Fee	N/A	Online Reporting Tool	N/A	**Annual Fees**	
PIN Pad Encryption Fee	N/A	Safetech Encryption [3]	N/A	Annual Fee	N/A
Internet Product:	**NetConnect**				
Setup fee	$50.00	Monthly fee	N/A		
Third Party Setup fee	N/A	Third Party Monthly fee	N/A		

1 – Monthly service fees will be debited for the first time in the month after your account has been set up. These fees will be debited regardless of whether you are processing transactions through your account.

2 – If the total of all fees each month in section 1, 3, 4 and 5 do not equal the Monthly Minimum Fee, your account will be debited for the difference.

3 – If Merchant obtains point of sale device(s) from Chase Paymentech for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of $10.90 per device; and (b) an encryption injection fee of $34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enfacement solution (e.g. an encryption product or service), whether provided to merchant by Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

4 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of tax id's, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

3. Per Incidence Fees

Per Incidence Fees: Charged every time your account incurs one of the below items		
Statement Fee (Email / ROL)	N/A	No charge if statements are sent to a valid email address or accessed by Merchant through Resource Online, as elected by Merchant on the Application.
Statement Fee (Mail)	$5.00	Charged each month Chase Paymentech mails a statement (whether at the request of Merchant or because delivery to a valid email address has failed)
Statement Fee (Reprint)	N/A	Charged for each archived statement you request to have printed
Supplies: Billed Per Order	N/A	Charges for supply orders vary based on the items ordered
Chargeback Fee	$10.00	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	$0.65	Charged when you call the Voice Authorization phone number to authorize a credit card
AVS Fee – Electronic	$0.02	Charge for each electronic address verification authorization
Batch Settlement Fee	N/A	Charged for each batch of transaction(s) you submit for settlement
ACH fee	N/A	Charged for each ACH (transmission of funds) sent to your account
ACH Return Fee	$25.00	Charged when Chase Paymentech is unable to debit fees from your account
PIN Debit Injection Fee	$40.00	Charged when merchant elects PIN Debit processing and applies to each device not purchased from Chase Paymentech.

Statement Type:	**Resource Online**	**No Statement / No Recap**	Statement Frequency:	**N/A**

Customer Initials	X_____	Please initial to acknowledge page 2 of the Schedule A pricing sheet

4. Stored Value Fees

Gift Card Program Type & Fees

Gift Card Program:	**N/A**		
Setup Fee	N/A	Processing Fee per transaction	N/A
Monthly Fee	N/A	Block Activation Fee	N/A
ACH Services Fee	N/A	Card Data File Fee	N/A

5. Payment Brand Fees – Per Incidence

MC Acquiring License Fee *	0.0040%	Charged on MasterCard Gross Sales volume. See additional information under Payment Brand Charges section on page 4.
DI Network Authorization Fee	$0.0025	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network
MC AVS Auth Access Fee (Card Present)	$0.005	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address
MC AVS Auth Access Fee (Card Not Present)	$0.0075	
MC Card Validation Code 2 Fee	$0.0025	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request
MC Account Status Fee (Intra-regional)	$0.025	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid
MC Account Status Fee (Inter-regional)	$0.03	
Visa Zero $ Account Verification Fee	$0.025	
MC Processing Integrity Fee	$0.055	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner
Visa Misuse of Authorization Fee	$0.048	
Visa Zero Floor Limit Fee	$0.10	Charged when a transaction is deposited but never authorized
Visa Transaction Integrity Fee	$0.10	Applies to Visa Debit & Prepaid transactions that do not meet qualification criteria for Custom Payment Service (CPS) categories
MC Cross Border Assessment Fee	0.40%	Charged by MasterCard, Visa and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	0.40%	
Discover International Service Fee	0.55%	
MC International Support Fee	0.85%	Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards
Visa Interregional Acquiring Fee	0.45%	
Discover International Processing Fee	0.40%	
Visa Partial Auth Non-Participation Fee	$0.01	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization

6. Other Fees

Fee Description	Amount	Fee Description	Amount

Customer Initials	X_____	Please initial to acknowledge page 3 of the Schedule A pricing sheet

Equipment Swap Fees

Type	Description	Fee
Replacement Fee (swap)	In warranty - Terminals, Printers, & Pinpads [1]	$50.00
Replacement Fee (swap)	Out of warranty - Terminals, Printers, & Pinpads: Replacement (swap) fees vary based on Manufacturer and Model and will fall within the specified range to the right	$100 - $500
Injection Fee (swap)	Safetech Encryption Injection	$34.95
Restocking Fee	Return equipment for any reason other than repair	$150.00
Late Fee	For all equipment returned late, or not returned	$500.00

1 New Equipment Warranty timeframes

5 years – Verifone Vx5XX, Vx6XX, PP1000 SE180; Hypercom T42XX, P1300 Pinpad, Ingenico ICT250, IPP320

3 years – Verifone MX830 Pinpad

1 year – all other new equipment

In warranty coverage applies only to new equipment purchased or leased from Chase Paymentech

Amount payable upon Termination

In addition to the other amounts due under this Agreement (including without limitation, the fees and charges described in this Schedule A), you may owe an amount in the event you terminate this Agreement. Whether you will owe that amount, and how much you will owe, will be determined in accordance with Section 10 of the Merchant Agreement.

Payment Brand Charges

Part of the fees that we charge you for processing your transactions consist of fees we pay to the Payment Brands. These charges, called "Payment Brand Charges", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees. Therefore, in addition to the rates set forth above, you also will be charged Payment Brand Charges. Payment Brand interchange rates can be accessed online by visiting the Learning & Resources section of Chase Paymentech's website, and selecting "Understanding Interchange".

Please note that Chase Paymentech may, from time to time, elect not to charge you for certain existing, new or increased Payment Brand Charges. If we elect not to charge you, we still reserve the right to begin charging you for existing, new or increased Payment Brand Charges at any time in the future, upon notice to you. No such Payment Brand Charges will be imposed retroactively.

* MasterCard assesses the MasterCard Acquiring License Fee annually to each Acquirer based on the total annual volume of MasterCard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all Chase Paymentech MasterCard-accepting merchants, a rate of 0.004% will be applied to all of your MasterCard gross sales transactions.

7. Authorized Signature

Authorized Representative Signature: Must appear on Merchant Application section 11

Printed Name _____ Title _____

X _____ Date _____

Signature

Please ensure you have initialed pages 1, 2 and 3

CHASE Paymentech

Schedule A to Merchant Agreement

Merchant: **City of Prosser**

M-PFINSCHEDAIOPT 30131015 V3.0.4

Assumptions

Transaction related assumptions	
Payment Transaction Sales Volume	$156,560
Average Transaction Amount	$80.00
PIN Debit / EBT Transactions	0
Conveyed Transactions	1,307

Other assumptions	
Number of locations	1
Authorization / Capture %	105.0%
Chargebacks as % of Sales Transactions	0.0300%
Stored Value Transactions	N/A
Safetech Encrypted Items	N/A

Target Qualification Level:

MasterCard:	Merit I	MM1
Visa:	CPS Retail 2 (Emerging Markets)	VCR2
Discover:	PSL Emerging Markets - Core	D160

1. Fees applied on every transaction – MasterCard, Visa and Discover assess an Interchange Rate, Interchange Fee, Assessment Fee & Network Fee for each transaction. These rates and fees will be passed thru at cost.
Payment Brand interchange rates can be accessed by visiting the Learning & Resources section of Chase Paymentech's website, and selecting "Understanding Interchange".

Payment Brand Interchange & any incremental discount rate %	
MasterCard, Visa & Discover Interchange Rates	as set by each Payment Brand
MasterCard, Visa & Discover Incremental Discount Rate	0.2300%
Billing Frequency:	Monthly
PIN Debit and/or EBT Network Fees	All standard PIN Debit Network Fees will be assessed
PIN Debit – Incremental Discount Rate	N/A
JCB (Japanese Credit Bureau)	N/A
Voyager Discount Rate (if settled)	N/A

Payment Brand Assessments		
MasterCard	(Credit transactions < $1000 and all Debit Transactions)	0.110%
MasterCard	(Credit transactions > $1000)	0.130%
Visa		0.110%
Discover		0.105%

Payment Brand Network Fees	Credit	Debit
MasterCard Network Access & Brand Usage Fee (NABU)	$0.0195	$0.0195
Visa Auth Processor Fee (APF)	$0.0195	$0.0155
Discover Data Usage Fee	$0.0185	$0.0185

Transaction Fees	
MasterCard per transaction	N/A
Visa per transaction	N/A
Discover per transaction	N/A
JCB per transaction	N/A
American Express per transaction	N/A
PIN Debit per transaction	$0.2000
EBT per transaction	N/A
Check Verification – Scan per transaction	N/A
Voyager per transaction	N/A
Wright Express per transaction	N/A
Hosted Pay Page per transaction	N/A

Authorization Fees	
MasterCard per authorization	$0.1500
Visa per authorization	$0.1500
Discover per authorization	$0.1500
JCB per authorization	N/A
American Express per authorization	$0.1500
Voyager per authorization	N/A
Wright Express per authorization	N/A
Private Label per authorization	N/A
Dial Backup authorization surcharge	$0.0150

Encryption Fees	
Safetech Encryption per transaction	N/A

Customer Initials	x_____	Please initial to acknowledge page 1 of the Schedule A pricing sheet

2. One Time and Periodic Fees

One Time Fees		Monthly Fees		Monthly Fees – Pass Thru	
Account Setup Fee	N/A	Monthly Service Fee [1]	$5.00	Visa Fixed Acquirer Network Fee [4]	Varies
Rush Fee	N/A	Monthly Minimum Fee [2]	$25.00		
Terminal Reprogram Fee	N/A	Monthly Helpdesk Fee	N/A		
PIN Debit Setup Fee	N/A	Online Reporting Tool	N/A	**Annual Fees**	
PIN Pad Encryption Fee	N/A	Safetech Encryption [3]	N/A	Annual Fee	N/A
Internet Product:	**NetConnect**				
Setup fee	$50.00	Monthly fee	N/A		
Third Party Setup fee	N/A	Third Party Monthly fee	N/A		

1 – Monthly service fees will be debited for the first time in the month after your account has been set up. These fees will be debited regardless of whether you are processing transactions through your account.

2 – If the total of all fees each month in section 1, 3, 4 and 5 do not equal the Monthly Minimum Fee, your account will be debited for the difference.

3 – If Merchant obtains point of sale device(s) from Chase Paymentech for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of $10.90 per device; and (b) an encryption injection fee of $34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enfacement solution (e.g. an encryption product or service), whether provided to merchant by Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

4 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of tax id's, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

3. Per Incidence Fees

Per Incidence Fees: Charged every time your account incurs one of the below items		
Statement Fee (Email / ROL)	N/A	No charge if statements are sent to a valid email address or accessed by Merchant through Resource Online, as elected by Merchant on the Application.
Statement Fee (Mail)	$5.00	Charged each month Chase Paymentech mails a statement (whether at the request of Merchant or because delivery to a valid email address has failed)
Statement Fee (Reprint)	N/A	Charged for each archived statement you request to have printed
Supplies: Billed Per Order	N/A	Charges for supply orders vary based on the items ordered
Chargeback Fee	$10.00	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	$0.65	Charged when you call the Voice Authorization phone number to authorize a credit card
AVS Fee – Electronic	$0.02	Charge for each electronic address verification authorization
Batch Settlement Fee	N/A	Charged for each batch of transaction(s) you submit for settlement
ACH fee	N/A	Charged for each ACH (transmission of funds) sent to your account
ACH Return Fee	$25.00	Charged when Chase Paymentech is unable to debit fees from your account
PIN Debit Injection Fee	$40.00	Charged when merchant elects PIN Debit processing and applies to each device not purchased from Chase Paymentech.

Statement Type:	**Resource Online**	**No Statement / No Recap**	Statement Frequency:	**N/A**

Customer Initials	x_____	Please initial to acknowledge page 2 of the Schedule A pricing sheet

4. Stored Value Fees

Gift Card Program Type & Fees

Gift Card Program:	N/A		
Setup Fee	N/A	Processing Fee per transaction	N/A
Monthly Fee	N/A	Block Activation Fee	N/A
ACH Services Fee	N/A	Card Data File Fee	N/A

5. Payment Brand Fees – Per Incidence

MC Acquiring License Fee *	0.0040%	Charged on MasterCard Gross Sales volume. See additional information under Payment Brand Charges section on page 4.
DI Network Authorization Fee	$0.0025	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network
MC AVS Auth Access Fee (Card Present)	$0.005	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address
MC AVS Auth Access Fee (Card Not Present)	$0.0075	
MC Card Validation Code 2 Fee	$0.0025	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request
MC Account Status Fee (Intra-regional)	$0.025	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid
MC Account Status Fee (Inter-regional)	$0.03	
Visa Zero $ Account Verification Fee	$0.025	
MC Processing Integrity Fee	$0.055	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner
Visa Misuse of Authorization Fee	$0.048	
Visa Zero Floor Limit Fee	$0.10	Charged when a transaction is deposited but never authorized
Visa Transaction Integrity Fee	$0.10	Applies to Visa Debit & Prepaid transactions that do not meet qualification criteria for Custom Payment Service (CPS) categories
MC Cross Border Assessment Fee	0.40%	Charged by MasterCard, Visa and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	0.40%	
Discover International Service Fee	0.55%	
MC International Support Fee	0.85%	Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards
Visa Interregional Acquiring Fee	0.45%	
Discover International Processing Fee	0.40%	
Visa Partial Auth Non-Participation Fee	$0.01	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization

6. Other Fees

Fee Description	Amount	Fee Description	Amount

Customer Initials	X_____	Please initial to acknowledge page 3 of the Schedule A pricing sheet

Equipment Swap Fees

Type	Description	Fee
Replacement Fee (swap)	In warranty - Terminals, Printers, & Pinpads [1]	$50.00
Replacement Fee (swap)	Out of warranty - Terminals, Printers, & Pinpads: Replacement (swap) fees vary based on Manufacturer and Model and will fall within the specified range to the right	$100 - $500
Injection Fee (swap)	Safetech Encryption Injection	$34.95
Restocking Fee	Return equipment for any reason other than repair	$150.00
Late Fee	For all equipment returned late, or not returned	$500.00

1 New Equipment Warranty timeframes

5 years – Verifone Vx5XX, Vx6XX, PP1000 SE180; Hypercom T42XX, P1300 Pinpad, Ingenico ICT250, IPP320

3 years – Verifone MX830 Pinpad

1 year – all other new equipment

In warranty coverage applies only to new equipment purchased or leased from Chase Paymentech

Amount payable upon Termination

In addition to the other amounts due under this Agreement (including without limitation, the fees and charges described in this Schedule A), you may owe an amount in the event you terminate this Agreement. Whether you will owe that amount, and how much you will owe, will be determined in accordance with Section 10 of the Merchant Agreement.

Payment Brand Charges

Part of the fees that we charge you for processing your transactions consist of fees we pay to the Payment Brands. These charges, called "Payment Brand Charges", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees. Therefore, in addition to the rates set forth above, you also will be charged Payment Brand Charges. Payment Brand interchange rates can be accessed online by visiting the Learning & Resources section of Chase Paymentech's website, and selecting "Understanding Interchange".

Please note that Chase Paymentech may, from time to time, elect not to charge you for certain existing, new or increased Payment Brand Charges. If we elect not to charge you, we still reserve the right to begin charging you for existing, new or increased Payment Brand Charges at any time in the future, upon notice to you. No such Payment Brand Charges will be imposed retroactively.

* MasterCard assesses the MasterCard Acquiring License Fee annually to each Acquirer based on the total annual volume of MasterCard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all Chase Paymentech MasterCard-accepting merchants, a rate of 0.004% will be applied to all of your MasterCard gross sales transactions.

7. Authorized Signature

Authorized Representative Signature: Must appear on Merchant Application section 11

Printed Name _____ Title _____

X _____ Date _____

Signature

Please ensure you have initialed pages 1, 2 and 3

CHASE Paymentech

SETUP DISCLOSURE AUTHORIZATION ADDENDUM

THIS SETUP DISCLOSURE AUTHORIZATION ADDENDUM (this "Addendum") is dated as of _____, 2014, by and between **Paymentech, LLC**, a Delaware limited liability company ("Paymentech"), and _____, a __Local_Gov't_____ ("Merchant").
(Corporate Name)

1. **Effect.** This Addendum supplements, and is hereby incorporated into and made a part of, that certain Merchant Agreement, dated effective as of _____, between Paymentech and Merchant (the "Merchant Agreement"). Except as otherwise defined herein, capitalized terms used herein shall have the meaning assigned to them in the Merchant Agreement. This Addendum shall supplement (and, as necessary, amend) the Merchant Agreement. Except to the extent they conflict with, or are inconsistent with, this Addendum, Merchant shall remain obligated to comply with all portions of the Merchant Agreement, including, without limitation, the Payment Brand Rules, Operating Guide and all schedules and attachments to the Merchant Agreement.

2. **Setup Disclosure Authorization.** Merchant is utilizing the services of the third-party supplier, vendor or VAR set forth below (the "Third Party"), and in connection with the services to be provided thereby, desires for Paymentech to provide the Third Party with certain information relating to Merchant's card processing account with Paymentech, including confidential password and login information belonging to Merchant (the "Information"). Merchant understands and acknowledges that the misuse or unauthorized disclosure of the Information by the Third Party could allow unauthorized persons to access Merchant's account, conduct unauthorized transactions on Merchant's account, or otherwise cause Merchant substantial harm for which Paymentech shall not be responsible or liable. Merchant hereby authorizes Paymentech to disclose the Information to the Third Party, and hereby agrees to waive and release Paymentech from any and all claims existing now or arising hereafter, caused by, arising out of or in any way relating to such disclosure by Paymentech and/or any use, misuse or unauthorized disclosure of the Information by the Third Party or any other third party which may obtain such information directly (or indirectly through one or more intermediaries) from the Third Party.

Third Party Name: Xpress Solutions Inc.
Address: 387 S 520 W Suite 110
Lindon, UT 84042
Fax: 800-768-0535

3. **Miscellaneous.** With exception of the Merchant Agreement, which is incorporated herein and made a part hereof by reference, this Addendum (including all schedules, riders and exhibits attached thereto) embodies the parties' final, complete and exclusive agreement with respect to the subject matter. This Addendum shall supersede all prior and contemporaneous agreements, understandings and representations, written or oral. Any waiver, amendment, or modification of this Addendum, or any of its terms, must be in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by either party of any breach of this Addendum shall be deemed a waiver of any other breach or any subsequent breach; nor shall such waiver affect either party's right thereafter to enforce any provision of this Addendum or to exercise any right or remedy in the event of any other default.

Paymentech, LLC

_____
(Corporate Name)

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Metavante™

Bill Payment Service - Electronic Payment Profile

PAYEE AND BANK INFORMATION

	Payee Information	Payee Bank Information
Company Name	City of Prosser	Xpress Deposit Account
File Setup Contact Name	Paul Grinceri	
Telephone Number	(800)768-7295 ext. 920	
Fax Number	(800)768-0535	
E-mail Address	pgrinceri@xpressbillpay.com	

REMIT TO ADDRESS AND ACCOUNT INFORMATION

	Payee Information
Company Name	City of Prosser
Company Also Known As (list all known names, abbreviations, and aliases)	City of Prosser, Prosser, City of Prosser WA, Prosser WA, City of Prosser Washington, Prosser Washington, City of Prosser Utilities, Prosser Utilities, City of Prosser Water, Prosser Water, City of Prosser Sewer, Prosser Sewer
Primary Remit to Address(es)	601 7th Street, Prosser, WA 99350
Secondary Remit to Address(es)	
Account Number Length	1-22 Alphanumeric
Account Number Format (Edit Patterns)*	1. XXXXXXXXXXXXXXXXXXXXXX 2. _____ 3. _____ If you have additional edit patterns please list them on a separate sheet and return with this form*
Location of Special Codes (Front or Back of Edit Patterns)	

CHECK DIGIT ROUTINE / ALGORITHM

Standard Mod 10: NA

Standard Rev Mod 10: NA

If you require a custom algorithm, please provide the calculation with this form or include in your file specifications.

PAYMENT & FILE SUPPORT CONTACT INFORMATION

If Payment File is Encrypted Email Delivery Please list Group email address for file delivery (Must be Group Email box, no private accounts allowed, ie. Yahoo, Hotmail)	1. _____ 2. _____ 3. _____
Payment Research Customer Service Number	888-214-4805 Ext. 100
Payment Research Contact Name/Number	Technical Support 800-768-7295 ext. 1
Escalation Customer Service Name/Number	Sue Holmstead 800-768-7295 ext. 916
Technical File Support Name, Number/Email	Adam Fairbanks 800-768-7295 ext. 914
Who to notify when file s will be delayed	Adam Fairbanks 800-768-7295 ext. 914

ELECTRONIC PAYMENT INFORMATION

Required Bank Information for ACH-CIE Credits

Routing Transit Number: 124301025
Account Number: 9130865

Type of Account: DDA X SAV ___ OTHER ___ (check one)

PAYMENT POSTING DETAIL

Payment File Pickup Time: 10:30 PM

Manual or Automated File Pickup? Automated

Are payments posted same day or next day from file pickup date? Same Day

What is the latest time you can receive Metavante payment file? _____

Can you receive multiple files per day? YES NO
If Yes, what times? _____

Can payments be posted on Saturday? YES NO

OTHER INFORMATION

Please provide any payee-specific information or detail not captured elsewhere: **Xpress Bill Pay Customer ID # 10311**

Signature: _____ Date: _____

Metavante Corporation
Mail Code 1515W2
4900 West Brown Deer Road
Brown Deer, WI 53223-2422
Fax: 414-291-8747
Email: payee.relationship.management@metavante.com

FOR METAVANTE INTERNAL USE ONLY:

Date Form Received	
Received Via:	
Date Payee Contacted/Followed Up:	
Date Payee Setup:	
Payee ID	
Payee Relationship Manager:	
Other:	

iPay Technologies

801 N. Black Branch Rd
Elizabethtown KY 42701
Direct 270-737-0590
Fax 866-489-9989

Merchant Account Retrieval System
(MARS) Setup Form
Xpress Bill Pay Master

Master Biller Contact Information

	Contact Information	Technical Contact
Contact Name	Paul Grinceri	Adam Fairbanks
Telephone Number	800-768-7295 ext. 920	800-768-7295 ext. 914
Fax Number	800-768-7203	800-768-7203
E-mail address	pgrinceri@xpressbillpay.com	afairbanks@xpressbillpay.com
Payment Research Number	800-768-7295 ext. 1	

Organization Contact Information

Company Name and Alias'	City of Prosser, Prosser, City of Prosser WA, Prosser WA, City of Prosser Washington, Prosser Washington, City of Prosser Utilities, Prosser Utilities, City of Prosser Water, Prosser Water, City of Prosser Sewer, Prosser Sewer
Remit To Address	601 7th Street, Prosser, WA 99350
Other Address'	
Telephone Number	509-786-2332
Fax Number	509-786-3717
Contact Name	Elia Belmares
E-mail address	ebelmares@ci.prosser.wa.us
Account Number Mask	1-22 Alphanumeric
Xpress Bill Pay ID	10311

Deposit Information

Financial Institution Name	Xpress Deposit Account	
Phone Number	800-768-7295	
Account Number to be Credited	9130857	
Routing Number (ABA)	124301025	
Type of Account	Checking ☒	Savings ☐

Signature Authorized Merchant Representative		
Name Authorized Merchant Representative		**Date**

iPay Administrative use only

MARS Team: MID: _____

Rcv'd by _____ Date ____/____/____

The information tr fidential and/or privileged material on this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender.

fiserv.

Purpose: This form should be completed by the Sponsor (Merchant) and submitted to CheckFree prior to contract and/or Implementation.

Any or all of the following Merchant representatives should complete this form:

- Remittance/Billing Representative
- Accounts Receivable/Customer Database Representative
- Bill Processing Representative

Profile

CITY OF PROSSER GOING THRU XPRESS BILL PAY	
CONTACT: Elia Belmares	**ORGANIZATION ID#**: 10311
POSITION: Assistant Finance Manager	**FEIN**: 91-6001268
EMAIL: ebelmares@ci.prosser.wa.us	**WEB (IF ANY)**: www.cityofprosser.com
PHONE: 509-786-2332	**FAX**: 509-786-3717

Remittance Addresses

601 7th Street	Prosser, WA	99350

Biller Names (Any name or DBA printed on your remittance coupons)

City of Prosser	Prosser	City of Prosser WA
Prosser WA	City of Prosser Washington	Prosser Washington
City of Prosser Utilities	Prosser Utilities	City of Prosser Water
Prosser Water	City of Prosser Sewer	Prosser Sewer

Default Remittance Address

601 7th Street	Prosser, WA	99350
**REVERSALS – CKFR FILE TO XPRESS BILLPAY		

Account Number Information

How many characters are in the account number? **1-22 Alphanumeric**

Does anything need to be removed from the account number (e.g. dashes, spaces, etc...)? ☒Yes ☐No
If yes, please explain: **Decimals**

Does the account number have logic associated with it to help in identifying products, locations, etc...? ☒Yes ☐No
If yes, please explain: **Route Numbers**

Is the account number clearly and completely visible to the customer on the bill? ☒Yes ☐No

Are there edit or mod checks associated with the account number? ☐Yes ☒No
If yes, please attach a copy of the mod calculation.

Are the account numbers static or do they change frequently? **Static**
If they change, what action can make it change?

Signature _____ **Date** _____

online RESOURCES
We've got it all...together

Xpress Bill Pay
Client Assessment Document –Adding Additional Biller to Lockbox Pro

CITY OF PROSSER

3/20/14

650 College Road East
Princeton, NJ 08540
T 609.606.3000 F609.606.3266
www.orcc.com

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SECTION 1. CONTACT INFORMATION

1.1 Client Contact Information	
Company Name:	Xpress Bill Pay
Address:	387 S. 520 W.
Address2:	Suite 110
City, State, ZIP:	Lindon, UT 84042
Customer Service Telephone:	800-768-7295 ext. 1
New Biller to be Add to Lockbox Proper Name: **CITY OF PROSSER**	

Primary Business Contact		***Primary IT Contact***	
Name:	Paul Grinceri	Name:	Adam Fairbanks
Title:	Operations Manager	Title:	Chief Technology Officer
Phone:	800-768-7295 ext. 920	Phone:	800-768-7295 ext. 914
Fax:	800-768-7203	Fax:	800-768-7203
Email:	pgrinceri@xpressbillpay.com	Email:	afairbanks@xpressbillpay.com

Primary Customer Service Contact	
Name:	Sue Holmstead
Title:	Customer Service Manager
Phone:	800-768-7295 ext. 916
Fax:	800-768-7203
Email:	shholmstead@xpressbillpay.com

1.2 ORCC Contact Information			
Project Manager		***Implementation Manager***	
Name:		Name:	Neha Shah
Phone:		Phone:	609-606-3355
Fax:		Fax:	609-606-3266
Email:		Email:	nshah@orcc.com

SECTION 2. APPLICATION SERVICES SETTINGS

2.1 Company/ Divisions	**New Biller Names AKA's:** City of Prosser, Prosser, City of Prosser WA, Prosser WA, City of Prosser Washington, Prosser Washington, City of Prosser Utilities, Prosser Utilities, City of Prosser Water, Prosser Water, City of Prosser Sewer, Prosser Sewer		
Division Id For Lockbox File	10311		
2.2 Remit Addresses	601 7th Street Prosser, WA 99350		

2.3 Account Validation	***Account Number Structure*** - This algorithm will be used to validate billing account numbers. (Requires 30 days notice to change.) What is the maximum client billing account length? 22 What is the minimum client billing account length? 1 Is there a special account number structure? NO Is there a check digit algorithm? NO Are account numbers numeric or alpha/numeric? ☐ Numeric ☒ Alpha/Numeric

Settlement Information	
ABA:	124301025
DDA:	9130873
Exact Name on Account:	Xpress Deposit Account
Account Type:	☒ Checking ☐ Savings ☐ G/L

Application Information (For Princeton eCom Use Only)	
Biller ID:	
Biller Code:	

3.5 Biller CSI Setup – Reconciliation Reporting	Name: Username:	ADD NEW BILLER TO XPRESS BILL PAY CSI USER

Additional Comments:

By signing below the client agrees that the information attached is correct, if there are any substantial changes to the information provided this may affect the dates agreed upon for implementation.

_____ _____

CLIENT'S SIGNATURE DATE

_____ _____

IMPLEMENTATION SIGNATURE DATE