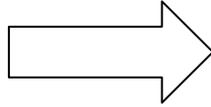


City of Prosser, WA  
601 7<sup>th</sup> Street  
Prosser, WA 99350



**CITY COUNCIL  
SPECIAL MEETING AGENDA  
7:00 P.M.  
TUESDAY, APRIL 1, 2014**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. CITIZEN PARTICIPATION**
- 5. MAYOR AND CITY COUNCIL REPORTS AND COMMENTS**
  - a.) **Yakima Valley Tourism 2013 Annual Report** (*John Cooper, President & CEO*)
  - b.) **Prosser Economic Development Association Quarterly Report** (*Deb Heintz, Executive Director*)
  - c.) **Grant Writer Quarterly Report** (*Sue Jetter, Grant Writer*)
  - d.) **Mid-Columbia Library 2013 Annual Report** (*Katy McLaughlin, Prosser Library Branch Manager*)
- 6. CONSENT AGENDA**
  - a. Approve Payment of Claim Checks Nos. 10387 through 10389, in the Amount of \$862.99, and Electronic Payment in the Amount of \$0, for the Period Ending April 1, 2014..... **Page 3**
  - b. Approve Maintenance Contract with Abadan for Konica Minolta Bizhub 215 Copier. .... **Page 5**
- 7. COUNCIL ACTION**
  - a.) **ORDINANCE 14-\_\_\_\_\_ Repealing Prosser Municipal Code 2.48 Regarding the Use of Library Facilities**..... **Page 8**

*The first Ordinance passed will be Ordinance 14-2879  
The first Resolution passed will be Resolution 14-1450*

**RECOMMENDATION:** Move to adopt ORDINANCE 13-\_\_\_\_\_ Repealing Prosser Municipal Code 2.48 Regarding the Use of Library Facilities.

**ACTION:**

- b.) **ORDINANCE 14-\_\_\_\_\_ Repealing Ordinance No. 96-1902 and Repealing Prosser Municipal Code Chapter 3.80 Regarding the Library Fees..... Page 18**

**RECOMMENDATION:** Move to adopt ORDINANCE 13-\_\_\_\_\_ Repealing Ordinance No. 96-1902 and Repealing Prosser Municipal Code Chapter 3.80 Regarding the Library Fees.

**ACTION:**

- c.) **Review, Discuss and Adopt RESOLUTION 14-\_\_\_\_\_ Approving the Interlocal Agreement Between Mid-Columbia Libraries and the City Regarding Library Building Improvements and Authorizing the Mayor to Execute the Agreement..... Page 24**

**RECOMMENDATION:** Move to adopt RESOLUTION 14-\_\_\_\_\_ Approving the Interlocal Agreement Between Mid-Columbia Libraries and the City Regarding Library Building Improvements and Authorizing the Mayor to Execute the Agreement.

**ACTION:**

- d.) **Review, Discuss and Adopt ORDINANCE 14-\_\_\_\_\_ Amending Section 4 of Ordinance No. 933 Related to the Library Memorial Fund ..... Page 35**

**RECOMMENDATION:** Move to adopt ORDINANCE 14-\_\_\_\_\_ Amending Section 4 of Ordinance No. 933 Related to the Library Memorial Fund.

**ACTION:**

**8. DISCUSSION ITEMS**

**9. ADD ON ITEMS**

**10. ADJOURNMENT**

*The first Ordinance passed will be Ordinance 14-2879  
The first Resolution passed will be Resolution 14-1450*

**CITY OF PROSSER, WASHINGTON**

**AGENDA BILL**

**Agenda Title:** Approve payment of claim check nos. 10387 through 10389, in the amount of \$862.99 and Electronic Payments in the amount of \$0 for the period ending April 1, 2014.

**Meeting Date:**  
April 1, 2014  
Regular Meeting

**Department:**  
Finance

**Director:**  
Regina Mauras

**Contact Person:**  
Toni Yost

**Phone Number:**  
(509) 786-2332

**Cost of Proposal:**  
\$862.99

**Account Number:**  
See Attached

**Amount Budgeted:**  
See 2014 budget for each item listed.

**Name and Fund#**  
See Attached

**Reviewed by Finance Department:**

*R. Mauras*

**Attachments to Agenda Packet Item:**

1. Check Register # 10387 through 10389

**Summary Statement:**

Check Payments	Amount
10387 through 10389	\$862.99
Electronic Payments	Amount

**Consistent with or Comparison to:**

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

**Recommended City Council Action/Suggested Motion:**

Approve payment of 10387 through 10389, in the amount of \$862.99 and Electronic Payments in the amount of \$0 for the period ending April 1, 2014

**Reviewed by Department Director:**

*Regina Mauras*

**Date:**

**Reviewed by City Attorney:**

N/A

**Date:**

**Approved by Mayor:**

*Paul Ward*

**Date:** 3-27-14

**Today's Date:**  
March 26, 2014

**Revision Number/Date:**

**File Name and Path:**

# CHECK REGISTER

City Of Prosser  
MCAG #: 0205

04/01/2014 To: 04/01/2014

Time: 13:53:57 Date: 03/26/2014  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
709	04/01/2014	Claims	1	10387	Charter Communications	130.00	Charter Internet-City Hall
					001 - 518 88 42 000 - Communications	130.00	Charter Internet-City Hall
710	04/01/2014	Claims	1	10388	Outwest Pet Rescue	582.99	Animal Control Services
					001 - 524 20 31 000 - Office & Operating Supplies	142.99	Animal Control Services
					001 - 524 20 41 000 - Professional Services	440.00	Animal Control Services
711	04/01/2014	Claims	1	10389	WA Dept Trans/LTAP Center	150.00	Purchasing And Contracting For Local Agencies; Purchasing And Contracting For Local Agencies
					407 - 535 80 49 000 - Miscellaneous	75.00	Purchasing And Contracting For Local Agencies
					407 - 535 80 49 000 - Miscellaneous	75.00	Purchasing And Contracting For Local Agencies

518 Centralized Services	130.00
524 Protective Inspections	582.99

001 General Fund	712.99
------------------	--------

535 Sewer	150.00
-----------	--------

407 Sewer Fund	150.00
----------------	--------

Claims:	862.99
862.99	

[Handwritten Signature]

---

Signature

3/26/14

---

Date

CITY OF PROSSER, WASHINGTON

**AGENDA BILL**

**Agenda Title:** Approve Maintenance Contract with Abadan for Konica Minolta Bizhub 215 Copier.

**Meeting Date:** April 1, 2014  
Special Meeting

**Department:**  
Public Works

**Director:**  
L.J. DaCorsi

**Contact Person:**  
L.J. DaCorsi

**Phone Number:**  
(509) 786-7300

**Cost of Proposal:**  
Approximately \$200 Annually

**Account Number:**  
407-535-80-48

**Amount Budgeted:**  
Approximately \$200 Annually

**Name and Fund#**  
407 Sewer Fund

~~Reviewed by Finance Department:~~

*R. Hauer*

**Attachments to Agenda Packet Item:**

1. Maintenance Contract with Abadan for Konica Minolta Bizhub 215

**Summary Statement:**

Recently a copier was purchased from Abadan Reprographics for the Wastewater Treatment Plant as a replacement for their current copier that is no longer operational. In the past, the City has entered into maintenance contracts with Abadan to cover service calls, along with parts, labor, as well as supplies for each copier system. The maintenance contract for the Konica Bizhub 215 copier will be for a period of one year.

**Consistent with or Comparison to:**

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

**Recommended City Council Action/Suggested Motion:**

Move to approve the maintenance contract with Abadan for Konica Minolta Bizhub 215 copier.

**Reviewed by Department Director:**

*[Signature]*  
Date: 3/27/14

**Reviewed by City Attorney:**

*[Signature]*  
Date: 3/28/14

**Approved by Mayor:**

*[Signature]*  
Date: 3-27-14

**Today's Date:**  
March 25, 2014

**Revision Number/Date:**

**File Name and Path:**



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

Clearly the best..

### MAINTENANCE CONTRACT

New    Renewal    Revision

CITY OF PROSSER  
601 7<sup>TH</sup> STREET  
PROSSER WA 99350

Installation Date: 03/14/2014

Contract Effective: 03/14/2014

Equipment Location: 999 GRANDE AVE

Fax#: \_\_\_\_\_

E-Mail #: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Model Number	Serial Number	Beginning Meter	BILLING:		
			ANNUAL	QUARTERLY	MONTHLY
			Copy Allowance	Base Charge (in advance)	Charge Per Copy (in Arrears) Overages All Copies
BH215	A3PE011000147		1250	\$ 11.25	.009

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

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

SERVICE E-MAIL [servicecall@abadantc.com](mailto:servicecall@abadantc.com)

METER READ E-MAIL [meters@abadantc.com](mailto:meters@abadantc.com)

Approved by Abadan:

\_\_\_\_\_  
Service Manager

\_\_\_\_\_  
Date

Customer Acceptance:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

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

CITY OF PROSSER, WASHINGTON

## AGENDA BILL

<u>Agenda Title:</u> Adopt Ordinance 14 - _____ repealing Prosser Municipal Code 2.48 regarding the use of Library Facilities.		<u>Meeting Date:</u> April 1, 2014 Special Meeting	
<u>Department:</u> Finance	<u>Director:</u> Regina Mauras	<u>Contact Person:</u> Toni Yost	<u>Phone Number:</u> (509) 786-8215
<u>Cost of Proposal:</u> n/a		<u>Account Number:</u>	
<u>Amount Budgeted:</u> n/a		<u>Name and Fund#</u>	
<u>Reviewed by Finance Department:</u> <i>Regina Mauras</i>			
<u>Attachments to Agenda Packet Item:</u>  1. Proposed Ordinance No. _____ 2. Prosser Municipal Code 2.48 3. Ordinance 828			
<u>Summary Statement:</u>  During a review of the Prosser Municipal Code this section of the code was identified as out of date. Many years ago the City contracted with Mid Columbia Library (MCL) for library services. In that agreement it outlines the use of the meeting room in the City Library facility. The portion of the ordinance dealing with the use of the meeting room, therefore conflicts with the MCL contract. Staff recommends that Council repeal PMC Chapter 2.48,  The proposed Ordinance repeals PMC Chapter 2.48.			
<u>Consistent with or Comparison to:</u>  EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<u>Recommended City Council Action/Suggested Motion:</u>  Adopt Ordinance 14 - _____ repealing Prosser Municipal Code 2.48 regarding the use of Library Facilities.			
<u>Reviewed by Department Director:</u> <i>Regina Mauras</i> Date:	<u>Reviewed by City Attorney:</u>  Date: <i>3/25/14</i>	<u>Approved by Mayor:</u> <i>Paul Warden</i> Date: <i>3-27-14</i>	
<u>Today's Date:</u> March 18, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>	

**CITY OF PROSSER, WASHINGTON**  
**ORDINANCE NO. 14-\_\_\_\_\_**

**AN ORDINANCE REPEALING PROSSER MUNICIPAL CODE 2.48 AND REPEALING ORDINANCE 828 THAT WAS CODIFIED AS PMC CHAPTER 2.48 THAT ESTABLISHED LICENSES FOR USE OF LIBRARY FACILITIES. THE ORDINANCE ALSO SETS FORTH ITS EFFECTIVE DATE AND PROVIDING FOR PUBLICATION BY SUMMARY.**

**WHEREAS**, Ordinance 828 was adopted on September 22, 1971, establishing Prosser Municipal Code (PMC) 2.48; and

**WHEREAS**, PMC Chapter 2.48 authorizes the City Clerk to grant licenses to use the basement and meeting room in the City Library Building; and

**WHEREAS**, the City does not intend to issue licenses to use the basement or meeting room in the Library Building; and

**WHEREAS**, the City contracts with Mid-Columbia Libraries for library services and governs the use of the meeting room in the Library;

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

**Section 1.** Prosser Municipal Code 2.48 and Ordinance Number 828 are hereby repealed.

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

**PASSED** by the City Council and **APPROVED** by the Mayor, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**MAYOR PAUL WARDEN**

ATTEST:

\_\_\_\_\_  
**CITY CLERK, RACHEL SHAW**

Approved as to form:

CITY ATTORNEY, HOWARD SAXTON

Date of Publication: \_\_\_\_\_

**SUMMARY OF ORDINANCE NO. 14-\_\_\_\_\_**

of the City of Prosser, Washington

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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 REPEALING PROSSER MUNICIPAL CODE 2.48 AND REPEALING ORDINANCE 828 THAT WAS CODIFIED AS PMC CHAPTER 2.48 THAT ESTABLISHED LICENSES FOR USE OF LIBRARY FACILITIES. THE ORDINANCE ALSO SETS FORTH ITS EFFECTIVE DATE AND PROVIDING FOR PUBLICATION BY SUMMARY.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014

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CITY CLERK, RACHEL SHAW

**Chapter 2.48  
LIBRARY DEPARTMENT\***

Sections:

2.48.010 Facilities—Use license authorized.

2.48.020 License—Purpose.

2.48.030 License—Form and contents.

\* For statutory authority for code cities to establish and maintain public libraries, see RCW 35A.27.110; for authority to use property for the common benefit, see RCW 35A.11.010.

**2.48.010 Facilities—Use license authorized.**

The city clerk is empowered to issue a nonexclusive, revocable license to use the basement of the present city library or a meeting room of a city library hereafter constructed, of the city, to governmental, charitable, civil, and public or quasi-public interest agencies, organizations, or groups of persons. (Ord. 828 § 1, 1971).

**2.48.020 License—Purpose.**

Licenses issued by the city clerk pursuant to Section 2.48.010 hereof are declared to be for the common benefit, as stated in RCW 35A.11.010 (Ord. 828 § 2, 1971).

**2.48.030 License—Form and contents.**

A permit issued by the city clerk shall be substantially in the following form:

"LICENSE TO USE CITY

LIBRARY PREMISES

\_\_\_\_\_ may use the basement of the City Library of the City of Prosser between the hours of 8 a.m. and 5 p.m. Monday through Friday of each week, for a period of , or until this license may be canceled prior to the expiration of said period, for the purpose of

This license shall be nontransferable.

The city of Prosser reserves the right to cancel this license at any time, upon giving twenty-four (24) hours' notice thereof to Licensee or any person representing the Licensee in the said premises.

This license is not to be exclusive.

Licensee shall promptly pay to City of Prosser its proportionate share of the following used in the City library building: janitorial, electricity, water, sewer service, heating, and repairs and upkeep; as billed to Licensee by the City Clerk.

In its use of the premises, the Licensee shall not damage or deface the premises, and shall not drive any screws or nails. Licensee shall not erect any interior partitions, nor make any alterations of the premises, unless permission from the City Council is first obtained in writing on this license.

Licensee shall not place or erect any outside exhibits or displays of any kind.

Licensee shall obtain approval and consent of all its uses and purposes from any regulatory agency pertaining and applicable, and shall conform to and abide by all rules, regulations, ordinances, statutes and laws.

The activities of Licensee at all times shall be organized and under the supervision of Licensee, and Licensee shall be solely responsible for any persons using or coming on or about the premises the same as if such person or persons were thereon by consent of Licensee as a part of its organized activities.

Licensee acknowledges that he enters upon the operation of this license having examined the premises, and from its own examination of the premises, and with full knowledge of the dangerous condition of said property. Licensee does hereby release and discharge City of Prosser, its officers and employees, from all liability to Licensee, his employer or superior agency, his agents, employees, assigns, and representatives, and his patrons, invitees, or other persons, coming on or about the premises or using the premises in connection with Licensee or its activities, for all loss or damage, and any claim or demand therefor, on account of injury or other casualty to the person or property of or in the possession or control of the undersigned caused, whether negligently or otherwise, by City of Prosser, its officers, agents, employees, licensees, or any of them, or by the conditions of any premises, while the Licensee or such property is in or upon City of Prosser premises or property.

Licensee covenants and agrees to at all times protect and save harmless the City of Prosser from all claims and from all costs and from all liabilities of every kind and description which may accrue to or be suffered on account of injury or other casualty to the person or property of or in the possession or control of Licensee, caused, whether negligently or otherwise, by said City of Prosser, its officers, agents, employees, licensees, or any of them, or by the condition of any premises of City of Prosser, and Licensee shall defend the same at its sole cost and expense, and in case judgment shall be rendered against said city in any such suit or action, said Licensee shall fully satisfy such judgement within ninety (90) days after such action or suit shall have been finally determined.

This license, and all provisions thereof, shall be in full force and effect on the first day of use or occupancy of the library building of the City of Prosser by Licensee if prior to the date hereof.

This license is subject to the primary use by the City of Prosser of the City library building.

SIGNED AND DATED BY LICENSEE THIS DAY OF \_\_\_\_\_ 19\_\_

\_\_\_\_\_  
LICENSEE

The foregoing license was signed by the Licensee and was issued to the Licensee on the day of 19\_\_

\_\_\_\_\_  
CITY CLERK -  
CITY OF PROSSER"

(Ord. 828 § 3, 1971).

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**The Prosser Municipal Code is current through Ordinance 2873, passed February 25, 2014.**

Disclaimer: The City Clerk's Office has the official version of the Prosser Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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Licensee shall promptly pay to City of Prosser it's proportionate share of the following used in the City library building: janitorial, electricity, water, sewer service, heating, and repairs and upkeep; as billed to Licensee by the City Clerk.

In its use of the premises, the Licensee shall not damage or deface the premises, and shall not drive any screws or nails. Licensee shall not erect any interior partitions, nor make any alterations of the premises, unless permission from the City Council is first obtained in writing on this license.

Licensee shall not place or erect any outside exhibits or displays of any kind.

Licensee shall obtain approval and consent of all its uses and purposes from any regulatory agency pertaining and applicable, and shall conform to and abide by all rules, regulations, ordinances, statutes and laws.<sup>th</sup>

The activities of Licensee at all times shall be organized and under the supervision of Licensee, and Licensee shall be solely responsible for any persons using or coming on or about the premises the same as if such person or persons were thereon by consent of Licensee as a part of its organized activities.

Licensee acknowledges that he enters upon the operation of this license having examined the premises, and from its own examination of the premises, and with full knowledge of the dangerous condition of said property. Licensee does hereby release and discharge City of Prosser, its officers and employees, from all liability to Licensee, his employer or superior agency, his agents, employees, assigns, and representatives, and his patrons, invitees, or other persons, coming on or about the premises or using the premises in connection with Licensee or its activities, for all loss or damage, and any claim or demand therefor, on account of injury or other casualty to the person or property of or in the possession or control of the undersigned caused, whether negligently or otherwise, by City of Prosser, its officers, agents, employees, licensees, or any of them, or by the conditions of any premises, while the Licensee or such property is in or upon City of Prosser premises or property.

Licensee covenants and agrees to at all times protect and save harmless the City of Prosser from all claims and from all costs and from all liabilities of every kind and description which may accrue to or be suffered on account of injury or other casualty to the person or property of or in the possession or control of Licensee, caused, whether negligently or otherwise, by said City of Prosser, its <sup>16</sup>officers, agents, employees, licensees, or any of them, or by the condition

against said City in any such suit or action, said Licensee shall fully satisfy such judgment within ninety (90) days after such action or suit shall have been finally determined.

This license, and all provisions thereof, shall be in full force and effect on the first day of use or occupancy of the library building of the City of Prosser by Licensee if prior to the date hereof.

This license is subject to the primary use by the City of Prosser of the City library building.

SIGNED AND DATED BY LICENSEE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_.

\_\_\_\_\_  
LICENSEE°

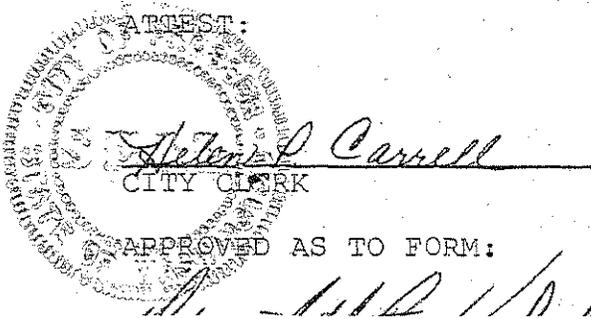
The foregoing license was signed by the Licensee and was issued to the Licensee on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
CITY CLERK - CITY OF PROSSER " "

Section 4. This Ordinance is a public emergency Ordinance necessary for the protection of public health, public safety, public property, or the public peace.

PASSED by unanimous vote of the 7 members of the City Council and approved by the Mayor of Prosser, this 22nd day of September, 1971.

*Richard W. Hall*  
\_\_\_\_\_  
MAYOR



CITY OF PROSSER, WASHINGTON

**AGENDA BILL**

<u>Agenda Title:</u> Adopt Ordinance 14 - _____ repealing Ordinance Number 96-1902 and Repealing Prosser Municipal Code Chapter 3.80 regarding the Library Fees.		<u>Meeting Date:</u> April 1, 2014 Special Meeting	
<u>Department:</u> Finance	<u>Director:</u> Regina Mauras	<u>Contact Person:</u> Toni Yost	<u>Phone Number:</u> (509) 786-8215
<u>Cost of Proposal:</u> n/a		<u>Account Number:</u>	
<u>Amount Budgeted:</u> n/a		<u>Name and Fund#</u>	
<u>Reviewed by Finance Department:</u> <i>Regina Mauras</i>			
<u>Attachments to Agenda Packet Item:</u> 1. Proposed Ordinance No. _____ 2. Prosser Municipal Code 3.80 3. Ordinance 96-1902			
<u>Summary Statement:</u>  During a review of the Prosser Municipal Code, this section of the code was identified as out of date. Many years ago the City contracted with Mid-Columbia Libraries for library services. Mid-Columbia Libraries has its own fee schedule at the Prosser Library and it is inconsistent with those listed in PMC Chapter 3.80.  As the City no longer provides library services it is not necessary to continue to maintain this Chapter. The proposed ordinance repeals PMC Chapter 3.80.			
<u>Consistent with or Comparison to:</u>  EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<u>Recommended City Council Action/Suggested Motion:</u>  Adopt Ordinance 14 - _____ repealing Prosser Municipal Code 3.80 regarding the Library Fees.			
<u>Reviewed by Department Director:</u> <i>Regina Mauras</i> Date: 3/27/2014	<u>Reviewed by City Attorney:</u>  Date: 3/28/14	<u>Approved by Mayor:</u>  Date: 3-27-14	
<u>Today's Date:</u> March 18, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>	

**CITY OF PROSSER, WASHINGTON**  
**ORDINANCE NO. 14-\_\_\_\_\_**

**AN ORDINANCE REPEALING PROSSER MUNICIPAL CODE CHAPTER 3.80 AND REPEALING ORDINANCE NUMBER 96-1902 THAT ESTABLISHED LIBRARY FEES. THE ORDINANCE ALSO SETS FORTH ITS EFFECTIVE DATE AND PROVIDES FOR PUBLICATION BY SUMMARY.**

WHEREAS, Ordinance 96-1902, adopted on December 23, 1996, established fees for the Library; and

WHEREAS, for many year the City has contracted with Mid-Columbia Libraries for library services and the City no longer assess such fees;

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

**Section 1.** Prosser Municipal Code 3.80 and Ordinance Number 96-1902 are hereby repealed.

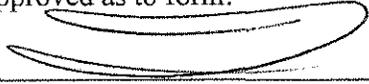
**Section 2.** This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

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

\_\_\_\_\_  
MAYOR PAUL WARDEN

ATTEST:

\_\_\_\_\_  
CITY CLERK, RACHEL SHAW

Approved as to form:  
  
\_\_\_\_\_  
CITY ATTORNEY, HOWARD SAXTON

Date of Publication: \_\_\_\_\_

SUMMARY OF ORDINANCE NO. 14-\_\_\_\_\_

of the City of Prosser, Washington

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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 REPEALING PROSSER MUNICIPAL CODE CHAPTER 3.80 AND REPEALING ORDINANCE NUMBER 96-1902 THAT ESTABLISHED LIBRARY FEES. THE ORDINANCE ALSO SETS FORTH ITS EFFECTIVE DATE AND PROVIDES FOR PUBLICATION BY SUMMARY.**

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014

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CITY CLERK, RACHEL SHAW

## Chapter 3.80 LIBRARY FEES

### Sections:

3.80.010 Library fees established.

### **3.80.010 Library fees established.**

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The following fees are established for the city library:

- A. Overdue Book Fees. There shall be charged an overdue book fee of five cents for each day after the due date up to and including a maximum fee of one dollar per book.
- B. Lost Book Fees. For each lost book there shall be charged, in addition to the cover price of the lost book, a one dollar processing fee.
- C. Replacement Card Fee. There shall be charged a fee of one dollar to replace any lost library card.
- D. Copy Fees. There shall be charged a fee of ten cents per page for all copies.
- E. Meeting Room Rental Fee. There shall be charged a meeting room rental fee of twenty-five dollars per day for each meeting room. (Ord. 1902 § 1, 1996).

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**The Prosser Municipal Code is current through Ordinance 2873, passed February 25, 2014.**

Disclaimer: The City Clerk's Office has the official version of the Prosser Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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CITY OF PROSSER, WASHINGTON

ORDINANCE NO. 96-1902

AN ORDINANCE ESTABLISHING NEW LIBRARY FEES

**WHEREAS**, A substantial period of time has elapsed since library fees were originally established, and

**WHEREAS**, increased operational costs necessitate establishing new fees,

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

**Section 1.** The following fees are hereby established for the City Library.

A. Over Due Book Fees There shall be charged an Over Due Book Fee Of \$ .05 for each day after the due date up to and including a maximum fee of \$1.00 per book.

B. Lost Book Fees For each lost book there shall be charged, in addition to the cover price of the lost book, a \$1.00 processing fee.

C. Replacement Card Fee There shall be charged a fee of \$1 .00 to replace any lost library card.

D. Copy Fees There shall be charged a fee of \$.10 per page for all copies.

E. Meeting Room Rental Fee There shall be charged a meeting room rental fee of \$25.00 per day for each meeting room.

**Section 2.** This Ordinance shall become effective 5 days after passage and publication as provided for by law.

PASSED by the City Council and APPROVED by the Mayor, this 23<sup>rd</sup> day of December, 1976.

Herbert Schmidt  
MAYOR

ATTEST:

Deanna Williams  
CITY CLERK

APPROVED AS TO FORM

James M. ...  
CITY ATTORNEY

Date of Publication: 1/1/97

**CITY OF PROSSER, WASHINGTON**

**AGENDA BILL**

<b>Agenda Title:</b> Review, Discuss and Adopt Resolution Approving the Interlocal Agreement between Mid-Columbia Libraries and the City Regarding Library Building Improvements and Authorizing the Mayor to Execute the Agreement.		<b>Meeting Date:</b> April 1, 2014 Special Meeting	
<b>Department:</b> Admin	<b>Director:</b> Paul Warden	<b>Contact Person:</b> Paul Warden	<b>Phone Number:</b> (509) 786-8216
<b>Cost of Proposal:</b> \$26,000		<b>Account Number:</b> 606 Library Memorial Fund, 001-572-572-50 Library Facilities (General Fund)	
<b>Amount Budgeted:</b> \$26,000		<b>Name and Fund#</b> n/a	
<b>Reviewed by Finance Department:</b>  <i>R Mamos</i>			
<b>Attachments to Agenda Packet Item:</b>  1. Resolution No. ____ 2. Interlocal Agreement between the City of Prosser and Mid-Columbia Libraries, an inter-county rural library district of Benton and Franklin Counties			
<b>Summary Statement:</b>  The attached resolution approves the agreement governing the improvements being made to the City Library by the Mid-Columbia Libraries and the City of Prosser and authorizes the Mayor to execute the agreement on behalf of the City. The basic scope of work is to update the interior of the building. The biggest change will be the removal of the interior wall that partitioned the main library space from the classroom/meeting room that is on the left as you enter the library's front door. The agreement also includes all new furnishings including, but not limited to, new circulation desk, lights, book and media shelves. Preliminary estimates the Library's hard costs being less than \$200,000. The City will contribute approximately \$26,000 to the project for flooring and work on the foundation.  \$12,041.37 is available in Fund in 606 (Library Memorial Fund) and \$15,000 is available and budgeted in the General Fund (\$15,000 from line 001-572-594-72) to pay the City's portion of the cost of the project.			
<b>Consistent with or Comparison to:</b>  EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			

Recommended City Council Action/Suggested Motion:

Review, Discuss and Adopt Resolution Approving the Interlocal Agreement between Mid-Columbia Libraries and the City Regarding Library Building Improvements and Authorizing the Mayor to Execute the Agreement.

Reviewed by Department

Director:

*Paul Wade*

Date: *3-27-14*

Reviewed by City Attorney:

*[Signature]*

Date: *3/27/14*

Approved by Mayor:

*Paul Wade*

Date:

Today's Date:

March 17, 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 AGREEMENT  
BETWEEN THE MID-COLUMBIA LIBRARIES AND THE CITY OF  
PROSSER FOR IMPROVEMENTS TO THE LIBRARY BUILDING  
LOCATED IN PROSSER WASHINGTON AND AUTHORIZING THE  
MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, Mid-Columbia Libraries (MCL) has provided library services to the City since January 1, 2001, under a Library Services Contract; and

**WHEREAS**, the attached agreement to allocates costs and provides for contract administration for improvements to the City-owned library building used by MCL; and

**WHEREAS**, the improvements provided for in the attached agreement will allow MCL to provide the best library service to the greatest number of people at the most reasonable and equitable cost;

**NOW THEREFORE, BE IT RESOLVED THAT**

1. The Interlocal Agreement attached hereto between the City of Prosser and Mid-Columbia Libraries, an inter-county rural library district of Benton and Franklin Counties, is hereby approved.

2. The Mayor is hereby authorized to execute the attached 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 25th day of March, 2014.

\_\_\_\_\_  
MAYOR PAUL WARDEN

ATTEST:

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RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line.

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HOWARD SAXTON, CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN  
THE MID-COLUMBIA LIBRARIES AND THE CITY OF PROSSER  
FOR IMPROVEMENTS TO THE LIBRARY BUILDING  
LOCATED IN PROSSER WASHINGTON

THIS AGREEMENT, made and entered into this \_\_\_\_ of \_\_\_\_\_, 2014, by the MID-COLUMBIA LIBRARIES, an inter-county rural library district of Benton and Franklin Counties, by and through the Board of Trustees of the same, duly organized and existing under the laws of the State of Washington, hereinafter called "MCL", and the CITY OF PROSSER, WASHINGTON, a municipal corporation, hereinafter called "City" and collectively referred to as the "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, MCL has provided library services to the City since January 1, 2001, under a Library Services Contract (hereinafter "Contract"), and the Parties desire to enter into an agreement to allocate costs and provide for contract administration for improvements to the City-owned library building used by MCL; and

WHEREAS, the improvements provided for in this Agreement will allow MCL to provide the best library service to the greatest number of people at the most reasonable and equitable cost;

NOW THEREFORE, IT IS HEREBY AGREED as follows:

I. Library Remodel and Replacement of Interior Furniture and Equipment. MCL agrees to take the following actions and agrees to make and pay for the following improvements to the City-owned library building used by MCL to provide for library services to the City (hereinafter "Building"):

A. Contract with an Architecture/Engineering firm to provide floor plan design, project administration, and oversight of construction work.

B. Demolish interior walls as reasonably necessary to create an open floor plan for the Building.

C. Replace all flooring (both carpet and linoleum) throughout the Building.

D. Add electrical outlets and data lines as needed for the new Building layout and design.

E. Creation of a new and smaller entry way to the Building.

F. Renovate restrooms to replace all fixtures, counters, wall coverings, and flooring which renovation will make the restrooms ADA compliant.

G. Remodel the staff area of the Building.

H. Repaint the interior of the Building to include new branding color palette.

I. Design or purchase artwork for the Building and provide for the installation of such artwork within or outside of the Building.

J. Purchase and install new shelving.

K. Purchase and install new interior signage.

L. Upgrade of existing security system.

M. Replace public computers and provide new computer tables for those computers.

N. Purchase and place new furniture for seating areas.

This Agreement is inconsistent with the provisions of paragraphs V, XIII, and XVII of the Contract. To the extent this Agreement is inconsistent with the Contract, the terms of this Agreement shall prevail.

II. City Obligation. City agrees to pay the sum of Twenty-six Thousand Nine Hundred Eighty-four Dollars (\$26,984.00) to MCL within thirty (30) days from the date the construction contract is awarded to complete the improvements to the Building. The City also agrees to seal the Building's mortar joint between the concrete masonry units (CMU) and the foundation, at the City's expense, to prevent future water intrusion.

III. Selection of Architects and Engineers. MCL shall comply with Chapter 39.80 RCW with regard to the selection of architects and engineers to design the improvements to the Building.

IV. Compliance with Bid Laws. Both the City and MCL shall comply with all bid laws applicable to each respectively for the improvement to the Building and when purchasing personal property to be placed in or outside the Building.

V. Final Design/Bid Specifications Approval. Before MCL accepts a final design for the alteration and remodel of the Building, it shall submit the preliminary plans to the City Council or the Mayor, as directed by the City Council, for approval within fourteen (14) days of receipt of the same. In the event that substantive (i.e. significant) changes are made to the plans after such initial City approval, then MCL shall re-submit the revised plans to the City Council

or Mayor once again for approval as provided for above. On the other hand, if there are non-substantive changes made to the plans following initial approval by the City, such may be approved by the Mayor alone.

VI. Temporary Branch. The City acknowledges and agrees that the library will be closed for the period reasonably necessary to complete the improvements listed in Section I above. MCL agrees that it shall provide a temporary storefront branch within the city limits of City to serve library customers during the remodel. MCL shall pay all costs to open and operate the storefront branch; provided, however, the City shall carry out the janitorial services at its expense at the temporary storefront branch. Nothing herein shall excuse the City from making payments to MCL as required by the Contract.

VII. Library Space. The City acknowledges that MCL is not obligated to provide a building, space in a building for library services, or utilities and maintenance for any building from which library service is provided in the City in accordance with the Contract. In the event that the City terminates the Contract, the Parties agree that the personal property contained in the Building will be disposed of in accordance with the Contract. The Parties further Agree that improvements to the Building and all fixtures attached to the Building will be the property of City; provided, however, MCL shall retain ownership of all shelving, cubicles and other items which might be fixtures but are readily removed without significant damage to the Building premises. The Parties agree that that the useful life of the improvements to the Building is ten (10) years, ending December 31, 2025. In the event that City terminates the Contract on or before December 31, 2025, the City agrees to pay MCL a portion of the Hard Costs incurred by MCL in completing any improvements to the building provided for under this Agreement. Such reimbursement shall be payable under a declining balance formula, which will have the effect of discounting the total amount expended on such Hard Costs by ten percent (10%) per year for each year of the ten-year term, or part thereof. The present estimate of the total amount to be expended on Hard Costs is not to exceed two-hundred-thousand dollars (\$200,000). This amount shall be updated and agreed to between the parties within thirty (30) days of the completion of the project at the Building and such agreement between the parties shall be reduced to writing and executed by the authorized representatives of each party. Hard Costs are intended to include all work involving fixtures, remodeling and renovation of the Prosser Library structure, both

interior and exterior, as well as all reasonable and necessary expenses related to the same, including, but not limited to, demolition, architectural and engineering services, electric and telecommunication modifications and additions, permits, inspections and the like; provided, however, Hard Costs do not include the shelving, cubicles and other items that are readily removed from the Building without significant damage, as accepted out previously above.

It is recognized that the ten-year (10) term provided for above will extend out beyond the term of the Contract. Recognizing that, the parties hereby agree that the provisions of this Agreement shall survive the ending or other termination of the said Contract so that the provisions of this Agreement will remain fully in enforceable in accordance with its terms and as supplemented by the then applicable terms and provisions of the original Contract.

Notwithstanding anything to the contrary herein, in the event that the City annexes into the Library District, the obligation to repay the cost of the improvement as provided for in this section shall cease and of be of no further effect. The provisions of this paragraph survive the expiration or termination of this Agreement.

VIII. Improvements/Termination: Once all improvements to the Building are complete and a certificate of occupancy is issued by the City's building official, the City agrees to maintain the completed Building in accordance with the terms of the Contract.

IX. Builders Risk Insurance. The contract with any construction company shall require the contractor to obtain builders risk insurance protecting subcontractors, City, and MCL from losses occasioned during construction. Such insurance shall be in the amount of the replacement values of the following: building, construction equipment, construction materials, and all personal property contained in the Building. Such insurance shall be in the maximum amount as provided for above and shall have limits not less than One Million Dollars.

X. Liability Insurance. Liability insurance shall be maintained in accordance with the Contract.

XI. Notices: Any notice required to be given by either Party to the other shall be addressed by MCL to the Mayor and by City to the Executive Director of MCL. All notices shall be given by either personal service, first class mail or by fax.

XII. Time. The Parties agree that time is of the essence of each and every provision contained herein and no waiver of any breach of any condition or covenant shall waive any other condition or covenant or any future breach.

XIII. Severability. The Parties agree that if any provision of the Agreement is declared illegal or in violation of the law, the remaining provisions thereof shall remain in full force and effect.

XIV. Attorneys' Fees/Venue. The Parties agree that should any action be commenced to enforce any of the terms, covenants or conditions hereof, or should any claim hereunder be placed in the hands of an attorney for collection or enforcement, the prevailing Party shall be entitled to recover or be awarded its reasonable attorneys' fees and all costs and disbursements expended, including statutory costs. Venue for any such action shall be in Benton County, State of Washington.

XV. Administration. This Agreement shall be administered by a joint board consisting of the Executive Director of MCL and the Mayor of City.

XVI. Agency. This agreement will not result in a separate agency or partnership being created.

XVII. Indemnification. MCL and City each hereby releases and agrees to indemnify, hold harmless and defend the other, and its elected officials, officers, agents, employees, and volunteers, on account of all damages or claims for damages, by whomsoever made and of any nature whatsoever, arising out of or in any manner connected with the sole negligence or intentional misconduct of the other, or its elected officials, officers, agents, employees, or volunteers. MCL and City each specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51, RCW. Further, the

indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts; provided that each Party's waiver of immunity by the provisions of this paragraph extend only to claims against the negligent Party by the non-negligent Party, and does not include, or extend to, any claims by the negligent Party's employees directly against the negligent Party. The Parties have mutually negotiated this waiver. The provisions of this paragraph survive the expiration or termination of this Agreement.

XVIII. Modification. This agreement may be amended or modified only by written agreement duly executed by the Parties.

XIX. Duplicate Originals. This agreement shall be executed in duplicate originals. One original shall go to each Party.

XX. Nondiscrimination. In the performance of this agreement, the Parties shall, at all times, comply with any and all federal, state, or local laws, ordinances, rules, or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

XXI. Filing. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

XXII. Evidence of Authority. This agreement shall be executed in duplicate originals. Upon execution of this Agreement, City shall provide MCL and MCL shall provide 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" (MCL).

XXIII. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties 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.

XXIV. Effectiveness. Except as expressly amended by the terms of this Agreement, the terms and provisions of the original Contract shall otherwise continue in full force and effect as originally agreed, or as previously amended.

IN WITNESS WHEREOF, the said District and the said City have caused this contract and agreement to be executed by their respective officers on the day and year first written above.

MID-COLUMBIA LIBRARIES

CITY OF PROSSER

By:   
Executive Director, Mid-Columbia  
Libraries

By: \_\_\_\_\_  
Mayor Paul Warden, City of Prosser

Attested to by:

Attested to by:

  
Executive Assistant, Mid-Columbia  
Libraries

\_\_\_\_\_  
City Clerk Rachel Shaw, City of Prosser

CITY OF PROSSER, WASHINGTON

**AGENDA BILL**

<u>Agenda Title:</u> Review, Discuss and Adopt Ordinance Number _____ Amending Section 4 or Ordinance Number 933.		<u>Meeting Date:</u> April 1, 2014 Special City Council Meeting	
<u>Department:</u> Admin	<u>Director:</u> Paul Warden	<u>Contact Person:</u> Paul Warden	<u>Phone Number:</u> (509) 786-8216
<u>Cost of Proposal:</u> n/a		<u>Account Number:</u> n/a	
<u>Amount Budgeted:</u> n/a		<u>Name and Fund#</u> n/a	
<u>Reviewed by Finance Department:</u>  <i>Regina Murray</i>			
<u>Attachments to Agenda Packet Item:</u>  1. Ordinance No. _____ 2. Ordinance No. 933			
<u>Summary Statement:</u>  The attached Ordinance amends Section 4 of Ordinance Number 933 as follows:  All future memorial funds are to be used as directed by the City of Prosser <del>Library Board</del> <u>City Council</u> .  Since the city no longer has a "Library Board," this change is necessary to allow the expenditure of funds from the Library Memorial Fund (Fund Number 606).			
<u>Consistent with or Comparison to:</u>  EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<u>Recommended City Council Action/Suggested Motion:</u>  Review, Discuss and Adopt Ordinance Number - _____ Amending Section 4 or Ordinance Number 933.			
<u>Reviewed by Department Director:</u> <i>Paul Warden</i>	<u>Reviewed by City Attorney:</u> 	<u>Approved by Mayor:</u> <i>Paul Warden</i>	
<u>Date:</u> <i>3-27-14</i>	<u>Date:</u> <i>3/24/14</i>	<u>Date:</u> <i>3-27-14</i>	
<u>Today's Date:</u>  March 21, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>	

CITY OF PROSSER, WASHINGTON  
ORDINANCE NO. 14-\_\_\_\_\_

AN ORDINANCE AMENDING SECTION 4 OF ORDINANCE NUMBER 933 TO AUTHORIZE THE CITY COUNCIL, RATHER THAN THE CITY OF PROSSER LIBRARY BOARD, TO DETERMINE THE USE OF THE FUNDS IN THE LIBRARY MEMORIAL FUND (FUND NUMBER 606). THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, the City no longer has a City of Prosser Library Board; and

WHEREAS, all donation to the City of Prosser intended to be used for library purposes must be placed in the Library Memorial Fund (Fund Number 606); and

WHEREAS, Section 4 of Ordinance Number 933 currently provides as follows:

Section 4. All memorial funds are to be used as directed by the City of Prosser Library Board.

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

Section 1. Section 4 of Ordinance Number 933 is hereby amended to read as follows:

All memorial funds for the library are to be used as directed by the City of Prosser City Council.

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

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

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

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

AN ORDINANCE AMENDING SECTION 4 OF ORDINANCE NUMBER 933 TO AUTHORIZE THE CITY COUNCIL, RATHER THAN THE CITY OF PROSSER LIBRARY BOARD, TO DETERMINE THE USE OF THE FUNDS IN THE LIBRARY MEMORIAL FUND (FUND NUMBER 606). 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

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CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON

ORDINANCE NO. 933

AN ORDINANCE ESTABLISHING A LIBRARY MEMORIAL  
FUND AND AMENDING THE 1974 BUDGET

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

Section 1. There is hereby created and established  
in the budget of the City of Prosser, Washington, an item  
of Library Memorial Fund within the City Treasury.

Section 2. Such fund shall be established with the  
sum of One Thousand Eight Hundred Forty and no/100 (\$1,840.00)  
Dollars.

Section 3. All future memorial funds <sup>for the library</sup> received by the  
City of Prosser, Washington, shall be held by the City  
Treasurer in the fund created by the foregoing Section 1.

Section 4. All memorial funds are to be used as directed  
by the City of Prosser Library Board.

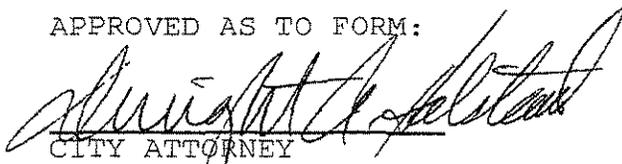
PASSED unanimously by the City Council of the City of  
Prosser, Washington, and APPROVED by its Mayor at a regular  
meeting held on the 29th day of August, 1974.

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY