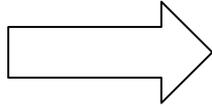


City of Prosser, WA
601 7th Street
Prosser, WA 99350



**CITY COUNCIL
REVISED SPECIAL MEETING AGENDA
7:00 P.M.
TUESDAY, AUGUST 5, 2014**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. CITIZEN PARTICIPATION**
- 5. MAYOR AND CITY COUNCIL REPORTS AND COMMENTS**
 - a.) **Training Monies for City Attorney** (*Mayor Warden*)
 - b.) **Chamber of Commerce Quarterly Report** (*Humberto Rodriguez, Executive Director*)
 - c.) **Historic Downtown Prosser Association Quarterly Report** (*Dan Smith, Executive Director*)
- 6. CONSENT AGENDA**
 - a. Approve the USDA Outlay Report and Draw Request No. 33 in an Amount of \$4,775.76, for Costs Associated with the Northwest Improvements Project (Contract Addendum No. 2) and Authorize the Mayor to Sign the Documents..... **Page 4**
 - b. Approve Labor Agreement, between the City of Prosser and Office of Professional Employees International Union (OPEIU) Local No. 11, and Subscription Agreement between the City of Prosser and Washington Teamsters Welfare Trust, for Clerical and Wastewater employees, for the term of January 1, 2014 through December 31, 2016, and Authorize the Mayor to Sign the Documents **Page 10**
 - c. Approve an Investment Grade Audit (IGA) with Apollo Solutions, as approved by the Washington State Department of Enterprise Services **Page 35**
- 7. COUNCIL ACTION**
 - a.) **Approve Note Modification Agreement with Washington Trust Bank, Addressing the Maturity Date of Interim Financing Loan for the North Prosser Water System Improvement Project**..... **Page 43**

*The first Ordinance passed will be Ordinance 14-2899
The first Resolution passed will be Resolution 14-1462*

RECOMMENDATION: Move to adopt a Note Modification Agreement with Washington Trust Bank addressing the maturity date of interim financing loan for the North Prosser Water System Improvement Project.

- b.) **Consideration of ORDINANCE 14-_____ Relating to the Bond Anticipation Note and Amending Ordinances 11-2730, 12-2800 and 13-2849 Page 48**

RECOMMENDATION: Move to adopt ORDINANCE 13-_____ Relating to the Bond Anticipation Note and Amending Ordinances 11-2730, 12-2800 and 13-2849.

- c.) **Consideration of ORDINANCE 14-_____ Establishing Prosser Municipal Code Chapter 9.220.010 to Make Having Two or More False Alarms in a Ninety Day Period Unlawful Page 60**

RECOMMENDATION: Move to adopt ORDINANCE 13-_____ Establishing Prosser Municipal Code Chapter 9.220.010 to Make Having Two or More False Alarms in a Ninety Day Period Unlawful.

- d.) **Consideration of ORDINANCE 14-_____ Repealing Ordinance 1485, Amending Ordinances 1471 and 1462 Regarding Annexation of Property Commonly Known as the Sprayfield Page 76**

RECOMMENDATION: Move to adopt ORDINANCE 14-_____ repealing Ordinance 1485, amending Ordinances 1471 and 1462 regarding annexation of property commonly known as the Sprayfield.

8. DISCUSSION ITEMS

- a.) **Marijuana Moratorium..... Page 98**

9. EXECUTIVE SESSION

RCW 42.30.110(1)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

*The first Ordinance passed will be Ordinance 14-2899
The first Resolution passed will be Resolution 14-1462*

10. ADD ON ITEMS

11. ADJOURNMENT

*The first Ordinance passed will be Ordinance 14-2899
The first Resolution passed will be Resolution 14-1462*

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve the USDA Outlay Report and Draw Request No. 33 in an amount of \$4,775.76 for costs associated with the Northwest Prosser Water and Sewer System Improvements Project (Contract Addendum No. 2) and authorize the Mayor to sign the documents.		Meeting Date: August 5, 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: \$4,775.76		Account Number:	
Amount Budgeted: Based on USDA funding		Name and Fund# Water 403	
Reviewed by Finance Department: <i>Regina Mauras</i>			
Attachments to Agenda Packet Item: <ol style="list-style-type: none"> 1. Letter from HLA to Mayor Warden, Re: USDA Draw Request No. 33, and dated July 11, 2014 2. Outlay Report and Request for Reimbursement Draw Request No. 33 3. HLA Invoice Number 10024C-043, 7/01/2014 for \$4,775.76 			
Summary Statement: <p>The billed costs or disbursements as shown on the form are in accordance with the terms of the project and the reimbursement amount of \$4,775.76 represents the Federal share due the city of Prosser for the Northwest Prosser Water and Sewer Systems Improvements and Reservoir Projects as per Contract Addendum No. 2. This project is approximately 92.47% complete.</p> <p>By a motion and approval, the Council grants the Mayor the authority to sign the documents and by doing so signifies Owner's approval of the USDA Outlay Report and Request for Reimbursement - Number 33, Northwest Prosser Water and Sewer Systems Improvements and Reservoir Projects, for \$4,775.76 from USDA Rural Development.</p>			
Consistent with or Comparison to: EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			

Recommended City Council Action/Suggested Motion:

Approve the USDA Outlay Report and Draw Request No. 33 in an amount of \$4,775.76, for costs associated with the Northwest Prosser Water and Sewer System Improvements Project (Contract Addendum No. 2) and authorize the Mayor to sign the documents.

Reviewed by Department

Director:



Date: 7/31/14

Reviewed by City Attorney:



Date: 7/25/14

Approved by Mayor:



Date: 7-20-14

Today's Date:

July 18, 2014

Revision Number/Date:

File Name and Path:



Jeffrey T. Louman, PE
Theodore W. Pooler, PE
Michael T. Battle, PE
Eric T. Herzog, PLS

Terry D. Alapeteri, PE
Gene W. Soules, PE
Timothy D. Fries, PLS
Justin L. Bellamy, PE

Stephanie J. Ray, PE
Dustin L. Posten, PE
Stephen S. Hazzard, PE
Michael R. Heit, PE

Civil Engineering ♦ Land Surveying ♦ Planning

July 11, 2014

City of Prosser
601 Seventh St.
Prosser, WA 99350

RECEIVED
JUL 16 2014
CITY OF PROSSER

Attn: Mayor Paul Warden

Re: City of Prosser
NORTHWEST PROSSER WATER
AND SEWER SYSTEM IMPROVEMENTS
HLA Project No.: 10024
USDA Draw Request No. 33

Dear Mayor Warden:

Enclosed, please find two (2) original and one (1) copy each of USDA Outlay Report Draw Request Number 33 for the amount of \$4,775.76, which includes HLA costs associated with Contract Addendum No. 2 (10024T), for your review and approval.

Please keep the copy marked for the City, and return the two (2) remaining original executed copies to HLA for processing to USDA Rural Development. Upon USDA approval, USDA will return one executed set for your retention. USDA will create a letter to accompany this Outlay Report and send both items to Washington Trust Bank for processing the payment to the City of Prosser.

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

Very truly yours,

Justin L. Bellamy, PE

JLB/crf

Enclosures

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

OUT LAY REPORT AND REQUEST FOR REIMBURSEMENT



Draw Request Number:	Prosser			NW Prosser		Balance Remaining	%
	Initial Budget	Current Budget	Previous Paid to Date	Payment Requested 33	Paid to Date		
33							
Misc. S&O Costs							
Administrative & Legal	7,300.00	7,300.00	2,398.11		2,398.11	4,901.89	32.85%
Bond Counsel							0.00%
Interim interest	90,000.00	90,000.00				90,000.00	0.00%
Land Acquisition - Appraisal	85,000.00	85,000.00	80,000.00		80,000.00	5,000.00	94.12%
Computer and Software	7,370.04	7,370.04	7,370.04		7,370.04		100.00%
							0.00%
							0.00%
							0.00%
							0.00%
							0.00%
							0.00%
Engineering/Architectural							
Basic Services	242,000.00	426,250.00	426,250.00		426,250.00		100.00%
Inspection Services	468,600.00	468,693.53	457,193.54	4,775.76	461,969.30	6,724.23	98.57%
							0.00%
							0.00%
							0.00%
							0.00%
							0.00%
							0.00%
							0.00%
Construction w/ sales tax							
Schedule A Water System Imp	564,505.09	679,499.13	670,140.57		670,140.57	9,358.56	98.62%
							0.00%
Booster Pump & PRV Sta	654,541.88	654,541.88	632,546.70		632,546.70	21,995.18	96.64%
1.2 MG Standpipe Reservoir	1,279,365.07	1,279,365.07	1,273,460.36		1,273,460.36	5,904.71	99.54%
Telemetry System Improvements	113,384.46	150,755.38	79,749.30		79,749.30	71,006.08	52.90%
							0.00%
Contingency	477,933.46	81,224.97				81,224.97	0.00%
Contingency as a Percent of Total	12.16%	2.07%					
Total	3,930,000.00	3,930,000.00	3,629,108.62	4,775.76	3,633,884.38	296,115.62	92.47%
PROJECT FUNDING BREAKDOWN							
Applicant contribution	423,000.00	423,000.00	423,000.00		423,000.00		100.00%
Other Funders 2							0.00%
Other Funders 3							0.00%
Other Funders 4							0.00%
Other Funders 5							0.00%
Other Funders 6							0.00%
Other Funders 7							0.00%
Other Funders 8							0.00%
Other Funders 9							0.00%
USDA RD Loan	3,507,000.00	3,507,000.00	3,206,108.62	4,775.76	3,210,884.38	296,115.62	91.56%
USDA RD Grant							0.00%
Total	3,930,000.00	3,930,000.00	3,629,108.62	4,775.76	3,633,884.38	296,115.62	92.47%
FUNDS - DIFFERENCE							
Date of Outlay Report	07/11/2014			Version 3.1 - 06/25/2008			
APPROVAL AND SIGNATURE SECTION							
OWNER'S APPROVAL:							
Mayor	DATE	OWNER CERTIFICATION: I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.					
ENGINEER/ARCHITECT APPROVAL:							
Justin L. Bellamy, PE	DATE	Invoices will be approved by the borrower and their engineer, as appropriate, and submitted to the processing office for concurrence. The review and acceptance of project costs, including construction pay estimates, by USDA Rural Development does not attest to the correctness of the amounts, the quantities shown or that the work has been performed under the terms of the agreements or contracts.					
USDA RURAL DEVELOPMENT CONCURRENCE:							
Mari Canatsev, RD Specialist Name	DATE	Notes:					



HLA

Huibregtse, Louman Associates, Inc.

Civil Engineering + Land Surveying + Planning

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

City of Prosser
601 Seventh St.
Prosser, WA 99350

Invoice number 10024C-043
Date 07/01/2014

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

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

FOR:

Professional Engineering Services in connection with the North Prosser Water System Improvements project, services during construction, per your request, for services performed June 1 through June 30, 2014.

Telemetry System Improvements

	Hours	Rate	Billed Amount
Licensed Principal Engineer	1.50	176.00	264.00
Contract Administrator	1.50	109.00	163.50
Engineering Technician	0.50	70.00	35.00
Word Processing Technician	0.50	70.00	35.00
Vehicle Miles	8.00	0.55	4.40
	Cost Amount	Multiplier	Billed Amount
Conley Engineering, Inc.	3,994.26	1.07	4,273.86
Phase subtotal			4,775.76
		Invoice total	<u><u>4,775.76</u></u>

HUIBREGTSE, LOUMAN ASSOCIATES, INC.

Jeffrey T. Louman, PE
President

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

Invoice number 10024C-043
Date 07/01/2014

Contract Amount: \$468,693.53
Total Amount Billed to Date: \$461,969.30
Contract Balance Remaining: \$6,724.23

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve Labor Agreement, between the City of Prosser and Office of Professional Employees International Union (OPEIU) Local No. 11, and Subscription Agreement between the City of Prosser and Washington Teamsters Welfare Trust, for Clerical and Wastewater employees, for the term of January 1, 2014 through December 31, 2016, and Authorize the Mayor to Sign the Documents.		Meeting Date: August 5, 2014 Special Meeting	
Department: Administration	Director: Paul Warden	Contact Person: Regina Mauras	Phone Number: (509) 786-8225
Cost of Proposal: n/a		Account Number:	
Amount Budgeted: n/a		Name and Fund#	
Reviewed by Finance Department: <i>Regina Mauras</i>			
Attachments to Agenda Packet Item: 1. OPEIU Local #11, Clerical and Wastewater Staff Labor Agreement 2. Washington Teamsters Welfare Trust Subscription Agreement			
Summary Statement: Representatives from OPEIU and the City of Prosser have meet and negotiated the terms of this attached Collective Bargaining Agreement. The term of this agreement includes 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 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: Motion #1: Approve a Labor Agreement between the City of Prosser and OPEIU Local 11, Clerical and Wastewater Staff, for the term of January 1, 2014 through December 31, 2016.			

Motion #2: Approve a subscription agreement with Washington Teamsters Healthcare Trust for OPEIU Local 11, Clerical and Wastewater employees.

<u>Reviewed by Department Director:</u>  Date: 7-30-14	<u>Reviewed by City Attorney:</u>  Date: 7/31/14	<u>Approved by Mayor:</u>  Date: 7-30-14
<u>Today's Date:</u> July 29, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>



Office & Professional Employees International Union, Local 11, AFL-CIO
3815 Columbia Street Vancouver, WA 98660 Phone: 503-257-6691
Vancouver Line: 360-719-1766 800-547-8902
General Email: opeiu11@opeiu11.comcastbiz.net

July 23, 2014

Mayor Paul Warden
City of Prosser
PO Box 721
Prosser, WA 99350

RECEIVED
JUL 28 2014
CITY OF PROSSER

Dear Mayor Warden:

Enclosed please find two (2) originals of the Agreement between the City of Prosser Clerical & Waste Water and the Office & Professional Employees International Union, Local 11.

Please have both signed retaining one (1) original for your records and mailing one (1) fully executed document to OPEIU Local 11. A mailing label is included for your convenience.

You may telephone Rick Wilson, Union Representative at our office if you have questions.

Thank you for your time and assistance.

Respectfully,

Michael L. Richards
Executive Secretary-Treasurer

MLR/dmt
opeiu11/afl-cio
Certified Mail: 7013 1090 0001 4557 8993

CLERICAL & WASTE WATER
BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF PROSSER

AND

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11

Effective:
January 1, 2014
Through
December 31, 2016

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WORKING AGREEMENT
BY AND BETWEEN

THE CITY OF PROSSER
CLERICAL AND WASTE WATER UNITS

AND THE

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11

A working Agreement entered into by and between the City of Prosser, Washington, hereinafter called the "City" and the Office & Professional Employees International Union, Local 11, hereinafter called the "Union".

ARTICLE 1 – RECOGNITION

- 1.1 The City recognizes the Union as the exclusive bargaining agent in all matters of wages, hours and conditions of employment for all full-time and regular part-time clerical and wastewater treatment employees of the City; excluding elected officials, officials appointed for a fixed term, confidential employees, supervisory employees, temporary employees, Deputy City Clerk, Secretary to City Administrator, City Clerk/Finance Director and all other employees of the City of Prosser not meeting the criteria of the bargaining unit.
- 1.2 Bargaining Unit Work: Only members of the bargaining unit shall perform bargaining unit work except in cases where the safe and efficient operation of the City, as determined by the department head, would necessitate the temporary use of other City staff or outside personnel to accomplish the necessary functions. Personnel performing these temporary functions shall meet minimum applicable training standards as determined by the City.

ARTICLE 2 - CONTINUATION OF WORK

- 2.1 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, 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.
- 2.2 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 3 - SENIORITY AND ADVANCEMENT

- 3.1 An employee shall establish seniority when he/she becomes a regular full-time or regular part-time employee of the City. 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) employee. An employee acquires seniority status upon his/her first date of employment or at the end of his/her break in service (leave of absence or layoff). Seniority shall be established within the following departments; City Hall and Public Works Annex. Reasonable accommodation shall be given to qualifications for movement of personnel in the event of a layoff. Seniority shall continue if an employee moves between departments.
- 3.2 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 status in accordance with Article 1, 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 computing vacations, advancements, longevity pay and sick leave for which an employee is entitled.
- 3.3 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 question 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 senior employee. A break in seniority shall occur if an employee is discharged or quits. Employees laid off shall be placed on a six (6) month recall list. After the expiration of this six-month period the City shall have no obligation to recall and/or rehire such laid off individual.
- 3.4 In the event two (2) or more employees become regular full-time 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.

ARTICLE – 4 HOLIDAYS AND HOLIDAY PAY

4.1 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. The floating holiday will be paid at 8 hours per FTE. Benefit eligible part-time employees shall have this benefit pro-rated based on hours worked.

4.2 HOLIDAY PAY

- a) In the event a holiday falls on a regular scheduled day off, the member affected shall receive eight (8) hour pay.

- b) In the event a Holiday falls on a regular scheduled work day the employee affected shall be paid at the rate of two and one-half (2-1/2) times their regular rate of pay.
- c) Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday. Except that when New Year's Day falls on a Saturday, it shall be observed on the following Monday.

ARTICLE 5 – VACATION

5.1 VACATION DAYS EARNED - All members of the Union herein above defined shall be entitled to vacation, with pay, at his/her regular wage according to the following schedule. Regular part-time employees shall receive vacation on a 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) After 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.

START OF YEAR	END OF YEAR	HOURS PER MONTH
0 years	4 years	8.66 hours per month
5 years	9 years	12 hours per month
10 years		12 hours per month plus .67 hours per month for each additional year of service (maximum of 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.

5.2 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 employees who are within the probationary period at the time of separation.

5.3 VACATION SCHEDULES

- a) Vacation requests of two (2) days or less should be submitted at least 48 hours prior to the time being requested off. Vacation requests of three (3) days or longer normally shall be submitted at least 30 days in advance of the requested time off.
- b) Vacation schedules will be established by the Supervisor 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.
- 5.4 In the event of an unexpected personnel shortage or work overload, the City may cancel vacation, without the payment of overtime and reschedule the vacation at a mutually agreeable time. Employees that have made travel plans shall be accommodated if the cancellation of vacation will result in an economic loss.
- 5.5 Vacation Buy Back: Once annually in the December payroll an employee may elect to exercise the vacation buyback option. An employee may elect to exercise the vacation buy back option if they have used a minimum of forty (40) hours vacation during the year. If they do so, the City shall compensate them up to the maximum of forty (40) hours at the straight time rate of pay. Regular part-time employees shall not be eligible to receive vacation buy back.

ARTICLE 6 - SICK LEAVE

6.1 SICK LEAVE

- a) All bargaining unit members shall earn eight (8) hours sick leave per month. (Regular part-time employees shall earn sick leave on a pro-rata basis.)
- b) All bargaining unit members may accrue a maximum of seven-hundred-twenty (720) hours sick leave.
- c) All bargaining unit members shall be paid for fifty percent (50%) of unused sick days accrued at the date of his/her voluntary termination; or one hundred percent (100%) to his/her beneficiary upon death; provided that at the time of retirement, voluntary termination or death, he/she has a minimum of three hundred sixty (360) hours and up to a maximum of seven hundred twenty (720) sick hours, at the rate of his/her wage in effect at the time of retirement, termination or death. In the event of voluntary termination employees must give two (2) weeks notice to be eligible.
- d) Absence due to an employee illness may require a physician's release at the discretion of management. Requests for a release, for less than 24 consecutive work hours, shall be discussed with the Union representative before such is requested.
- e) Sick leave Donation: Employees may donate sick leave, in hour for hour increments, 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 173.3 hours of sick leave after donation.

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

ARTICLE 7 – LONGEVITY PAY

Longevity pay will be provided as per the City of Prosser Personnel Policy.

ARTICLE 8 – COMPENSATION SCHEDULE

8.1 Wage Schedule – See Schedule “A”

8.2 Education - 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.

8.3 Bilingual Pay – Employees in positions requiring bilingual capabilities and who are able to satisfactorily complete a test of their bilingual ability may be given an allowance of twenty five dollars (\$25.00) each month. The City will determine the position(s) requiring such abilities as well as the test to be utilized.

Effective January 1, 2015 Bilingual Pay will be increased to the rate of forty dollars (\$40.00) a month. Effective January 1, 2016 Bilingual Pay will increase to the rate of fifty dollars (\$50.00) a month.

ARTICLE 9 - ANTI-DISCRIMINATION

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 10 - GRIEVANCE AND DISPUTE RESOLUTION

- 10.1 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.
- 10.2 Either the Union or the Employer may process grievances each against the other to alleged 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.
- 10.3 Step 1. The aggrieved employee, with or without his representative, shall meet with the Supervisor and/or his/her designee within five (5) working days, and orally discuss the grievance. The Supervisor and/or his/her designee shall make the decision and orally communicate this decision to the aggrieved employee within five (5) working days from the initial presentation of the grievance. Every effort shall be made by the employee and the Supervisor and/or his/her designee to resolve the grievance at this level.

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee shall submit a written grievance to the Supervisor and/or his/her designee within five (5) working days following the oral response 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 Supervisor and/or his designee shall respond in writing to this grievance within five (5) 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 3- If the grievance is not resolved at Step 2, the aggrieved employee shall submit the grievance to the City Administrator within five (5) working days following the Supervisor's 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 grievances 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 grievance shall be submitted within ten (10) calendar days of the occurrence prompting the grievance and shall be answered within five (5) working days. Union and Management grievances shall be subject to expedited mediation arbitration and other provisions in Step 4.

Step 4- If the grievance has not been resolved at Step 3, the Union or management 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 five (5) working days after receipt of the City Administrator's written response at Step 3.

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 11 - UNION SECURITY AND CHECK-OFF OF DUES

11.1 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.

11.2 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.

- 11.3 In the Event an employee member of the Union as defined in Article 1 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 employee's 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.
- 11.4 The Employer will furnish the Union, on a current basis, notice of all regular employees as defined in Article 1 who have been hired, rehired, transferred, laid off or terminated.
- 11.5 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.
- 11.6 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.
- 11.7 The Employer agrees to deduct Union dues from the wages of each employee as qualified in Section 8.8 below. The Employer agrees to forward such dues to the office of the Union monthly.
- 11.8 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.
- 11.9 The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member shall be recognized. Such employees shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity mutually agreed upon by the employee and the Union. The employee shall furnish written proof each month that such payment has been made or initiate and maintain a payroll deduction with the Employer, and the Employer shall ensure that the organization of choice is paid.
- 11.10 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 with 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 12 - HEALTH & WELFARE

1. The Employer shall pay each month into the following employee health care benefit plans, on account of regular 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 Partner Plan
 - b. Washington Teamsters Welfare Trust – Dental Plan A with Domestic Partner Plan
 - c. AWC Vision Plan – VSP \$10 Deductible
 - d. Retiree’s Welfare Trust – Plan RWT Plus
2. 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.
 3. The premium distribution is as outlined below. The employee cost shall be paid through payroll deduction. Any premium increase shall be split on a 50/50 basis. Employer pays 50% of the premium increase - employee pays 50% of the premium increase.

MEDICAL (TWT 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

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

***\$84.95 effective March 1, 2010 based on February 2010 hours;*

\$94.85 effective January 1, 2011 based on December 2010 hours;

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

	Employee	Spouse	Child
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 1, 2014 - Any medical, dental, or vision premium increase over the January 1, 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 1, 2015 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. In addition this article may be opened by either party for 2015 to address matters related to the Affordable Care Act.

ARTICLE 13 -EMPLOYEE DISCIPLINE/TERMINATION

13.1 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. He will be given one working day's 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.

13.2 An employee suspended without pay may request to, at management's discretion; Forfeit annual leave, work otherwise scheduled days off, or any combination thereof, on a day-for-day basis in lieu of the suspension.

ARTICLE 14 -SAVINGS CLAUSE

14.1 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.

14.2 The City and Union agree to comply with existing Federal and State law and with any new mandatory legislation which is enacted during the course of this Agreement. If the enactment of such legislation requires a change to contractual issues it shall be negotiated by the parties.

ARTICLE 15 - PROBATIONARY EMPLOYEES

15.1 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.

15.2 The City will strive to evaluate probationary employees every two (2) months. Said evaluation shall be for the sole purpose of informing a probationary employee as to their performance.

ARTICLE 16 - MANAGEMENT RIGHTS

16.1 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.

16.2 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.

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

16.4 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.

16.5 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 17 - GENERAL PROVISIONS

17.1 PERSONNEL POLICY - The City agrees that any changes to existing personnel policies which affect wages, hours, or working conditions of bargaining unit members shall be bargained with the Union.

17.2 DEFINITIONS - 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) workweeks, they shall continue to receive their regular pro-ration of benefits. Should hours increase for a period of greater than 2 workweeks, benefit pro-ration shall be based on actual hours worked for said period.

ARTICLE 18 - ENTIRE AGREEMENT

18.1 The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provision.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 19 - SUBORDINATION OF AGREEMENT

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 20 - TERMS OF AGREEMENT

20.1 All Articles and Section of this Agreement shall be in effect for a period from January 1, 2014, except as otherwise stated, and shall continue in full force and effect until December 31, 2016.

20.2 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 on or before June 1 immediately preceding. 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.

As agreed this ^{5th August} ~~23rd~~ day of July, 2014.

CITY OF PROSSER

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 11

Paul Warden
Mayor



Michael L. Richards
Executive Secretary Treasurer

City Clerk



Rick D. Wilson
Union Representative

APPENDIX "A" – CLERICAL

- A-1 The City of Prosser shall maintain its current scheduling practices. No overtime shall be paid for regularly scheduled Saturday or Sunday work except as outlined in this Agreement.
- A-2 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. The City shall not adjust work schedules to avoid the payment of overtime unless mutually agreed upon by employee and Employer.

Flex time - Employees working on specific City projects may, upon the approval of their supervisor, utilize flex time to effect the timely completion of said projects.

APPENDIX "B" - WASTE WATER

- B-1 The City of Prosser shall maintain its current scheduling practices. The Union and the City shall continue to discuss other scheduling alternatives. A reasonable attempt shall be made to schedule days off consecutively. No overtime shall be paid for regularly scheduled Saturday and Sunday work except as outlined in this Agreement.
- B-2 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.
- B-3 STANDBY TIME- Standby duty time shall be compensated at twenty-two dollars and fifty cents (\$22.50) for weekdays and thirty seven dollars and fifty cents (\$37.50) for weekends, except that all hours worked shall be paid at the employee's regular rate of pay, if in a normal consecutive five (5) day work week. City recognized holidays shall be compensated at the weekend rate. If any hours of work are beyond forty (40) in a workweek, the hours shall be paid at one and one-half (1-1/2) his/her regular wage. Call outs must be approved by the shift supervisor. This section shall not apply to early reporting and/or hold over contiguous with the start or end of the shift.

Effective January 1, 2016, standby rates Monday through Friday increase to thirty dollars (\$30.00), holiday or weekend to fifty dollars (\$50.00).

- B-4 OFF DUTY CALL OUTS - In the event a member of the Union is called out during off duty hours, he/she shall be paid and shall work 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 shift supervisor. This section shall not apply to early reporting and/or hold over contiguous with the start or end of the shift.
- B-5 MISCELLANEOUS

The City of Prosser shall pay for all approved uniform items, all safety equipment required by State and Federal law and the cost of the following: (See C-8)

- a) Cost difference between employee driver's license and CDL.
- b) Cost of State required certification (continuous job-related educational requirements).

B-6 UNIFORMS

The City will provide a once per year payment, in January, of four hundred fifty dollars (\$450.00) to employees required to wear a uniform. The parties understand that this allowance to subject to any and all State and Federal withholding taxes.

- a. Effective January 1, 2015 the uniform allowance will be increased to five hundred and fifty dollars (\$550.00) per year.

B-7 OUT OF CLASS

Employees who are specifically directed and assigned to perform the work of a supervisor and/or higher classification for a period of forty (40) consecutive hours or longer, shall be paid retroactively to the start ^{of} such assignment, 10% above their base pay rate for all hours spent in the higher classification.

Wages
 "Schedule A"
Effective 1/1/2014
Includes 2% COLA

Clerical	Years to Increase	Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Secretary	1	\$15.04	\$15.50	\$15.98	\$16.46	\$16.98
Senior Admin Secretary	1	\$16.58	\$17.07	\$17.61	\$18.18	\$18.72
Code Enforcement Officer	1	\$17.54	\$18.03	\$18.52	\$19.02	\$19.53
Custodian	1	\$10.65	\$11.01	\$11.32	\$11.66	\$11.95
Office Clerk	1	\$12.29	\$13.02	\$13.75	\$14.52	\$15.37

Waste Water 1 (Certification 1-2)		
Step	Years to Increase	2014 Rates
1	2	19.35
2	1	20.81
3	2	22.36
4	Frozen	23.93

Waste Water 1 employees will be required to maintain a Waste Water 1 certification within 24 months after being hired. They will also be required to obtain and maintain a Waste Water 2 certification prior to receiving Step 4 pay and within sixty (60) months after the original date of hire. Employees may also be required to assist other departments from time to time as need arises.

Waste Water 2 (Certification 3)		
Step	Years to Increase	2014 Rates
1	1	24.65
2	1	25.39
3	1	26.13*

Employees obtaining Waste Water 3 certification will be promoted to Waste Water 2, Step 1. Such employees must retain their Waste Water 3 certification. Employees may also be required to assist other departments from time to time as the need arises.

Waste Water Supervision (Certification 3)		
Step	Years to Increase	2014 Rates
1	1	29.73
2	1	30.63
3	1	31.54

**Effective August 1, 2014, the Waste Water 2 position, Step 3 will be re-aligned to 26.19.
 Effective January 1, 2015, COLA – 100% US All Cities CPI-W June-June, 2% Floor, 4% Ceiling.
 Effective January 1, 2016, COLA – 100% US All Cities CPI-W June-June, 2% Floor, 4% Ceiling.*

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 – Clerical and Wastewater Employer Name 601 7 th Street Address Prosser WA 99350 City State Zip Code	Office of Prof. Employees Intern. Union (OPEIU) Local #11 Labor Organization (Union) Name 3815 Columbia St Address Vancouver WA 98660 City State Zip Code
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COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: _____ to: _____

New Account Renewal — Account No. 106519 Approximate No. of Covered Employees 10

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	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> WT-100	\$
Life/AD&D	<input type="checkbox"/> A - \$30,000 <input type="checkbox"/> B - \$15,000 <input type="checkbox"/> C - \$5,000	\$
Time Loss	<input type="checkbox"/> A - \$400/week <input type="checkbox"/> B - \$300/week <input type="checkbox"/> C - \$200/week <input type="checkbox"/> D - \$100/week	\$
Disability Waivers	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only	\$
Domestic Partners	<input checked="" type="checkbox"/> Domestic Partners – Medical	\$
Dental Plan	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	\$
Domestic Partners	<input checked="" type="checkbox"/> Domestic Partners – Dental	\$
Vision Plan	<input type="checkbox"/> EXT	\$
Domestic Partners	<input type="checkbox"/> 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) 09, 2014 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 _____ Date _____

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.

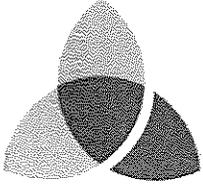
Date _____

Administrative Agent
Washington Teamsters Welfare Trust

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve an Investment Grade Audit (IGA) Proposal with Apollo Solutions, as approved by the Washington State Department of Enterprise Services.		Meeting Date: August 5, 2014 Special Meeting	
Department: Administration	Director: Paul Warden	Contact Person: LJ DaCorsi	Phone Number: (509) 786-2332
Cost of Proposal:		Account Number:	
Amount Budgeted: n/a		Name and Fund#	
Reviewed by Finance Department: <i>Regina Mauras</i>			
Attachments to Agenda Packet Item:			
1. Investment Grade Audit Proposal prepared by Apollo Solutions and approved by the Washington State Department of Enterprise Services.			
Summary Statement:			
<p>Recently, the City Council approved a contract with the Washington State Department of Enterprise Services (or DES) to assist with the appointment of an energy consultant (or ESCO) and to performance of an Investment Grade Audit (or IGA) to determined energy conservation projects and savings.</p> <p>With the support of DES the City selected Apollo Solutions as our ESCO. With the support of City staff they have prepared the attached IGA proposal for council review and approval. The purpose of the IGA is to determine areas of improvements. Included with this report is a very ROUGH total project funding summary. This includes all possible aspect of the IGA with very conservative cost estimates. The Council is in no way committed to this project cost or scope. Staff along with Apollo Solutions and our representative with DES will use this information to build a project. It is our objective to create a project which we can fund using the annual energy cost savings. We are also working to obtain grant funding to support the end project.</p> <p>The cost of the IGA is \$20,000.00. If a project is approved by Council then this cost will be included in the overall project cost. If the Council chooses to not pursue the project then the city would be responsible for this cost.</p>			
Consistent with or Comparison to:			
EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			



Paul Warden
 Mayor
 City of Prosser
 601 7th Street
 Prosser, WA 98350

Alysa Wyrick
 Energy Engineer
 Department of Enterprise Services
 1500 Jefferson Street SE
 Olympia, WA 98501

Date: July 31, 2014

SUBJECT Investment Grade Audit Proposal
 Energy Services Performance Contract
 City of Prosser, WA

Dear Alysa,

Apollo Solutions Group is pleased to submit this proposal for the Investment Grade Audit phase of an Energy Services Performance Contract for the City of Prosser, WA. As you are aware, an interagency agreement was entered into between the Department of Enterprise Services and the City of Prosser, WA with Apollo Solutions Group named as their preferred ESCO.

The result of the Preliminary Assessment conducted by Apollo Solutions Group has provided a reasonable certainty that further development will result in an Energy Savings Performance Contract satisfying the state's requirements in terms of both energy savings and code compliance/safety.

Facilities included in the preliminary audit are:

FACILITY	SQUARE FOOTAGE or NUMBER OF FIXTURES
City Street Lights	454
City Park Lights	Unknown
EJ Miller Park Lights	Unknown
City Hall / Police Dept Lights	11400
City Shops Lights	6680
Well Pumps 3 & 5	N/A

The scope of this IGA will include the development of guaranteed cost and savings for the following Facility Improvement Measures (FIMs).

The focus of this Investment Grade Audit (IGA) is the FIMs that are outlined in **Table 1: Preliminary Facility Improvement Measures (FIMs) List**. The FIMs in Table 1 will be further developed both from an energy and operational savings perspective as well as their respective costs and Rebate Incentive potential. The IGA Fee Breakdown of specific task and their associated hours can be found in **Table 2: Investment Grade Audit (IGA) Hours Estimate**.

Apollo Solutions group will provide energy services for the City of Prosser, WA in accordance with the following tasks:

ENGINEERING SERVICES

Apollo Solutions Group (ASG) shall undertake a Detailed Investment Grade Audit (IGA) of the facilities mentioned above. The IGA shall identify all cost effective Facility Improvement Measures (FIMs) as listed in the FIM list in this document. The IGA estimate and Fee are predicated on this FIM list. If the client wishes to add additional FIMs, ASG reserves the right to adjust the IGA Fee. ASG shall present to the City of Prosser, a written Energy Services Proposal (ESP), which will include the IGA documentation, within the time specified in the Energy Services authorization and commencing on the date of the authorization to proceed. The ESP shall include the following elements.

1. A description of the facilities and a description of the buildings and systems which shall receive equipment and services.
2. The cost effective FIMs to be installed or caused to be installed by ASG, and a description of the FIMs analyzed but disqualified under the cost effective criteria.
3. The services that ASG will perform or caused to be performed on or in the facility, including but not limited to engineering, construction management, the operations and maintenance procedures for use on equipment installed as a part of this project, training for facility personnel, providing warranty service, and equipment maintenance.
4. The Maximum Allowable Project Cost, itemized in detail, which may be amended to represent actual cost.
5. Recommendations for replacement of existing equipment, along with recommendations for improvements to existing equipment and operating conditions.
6. The standards of comfort and service appropriate for the facility.

7. The baseline energy consumption for the facility, including the data, methodology and variables used to compute the baseline, and the baseline calendar period, which shall not be less than (12) months.
8. The estimated energy savings and energy cost savings that are expected to result from the installation of equipment installed under the proposed project, and from ASG, and an explanation of the method, used to make the estimate.
9. The method by which the energy savings and energy cost savings will be calculated during the term of the Energy Services Authorization.
10. A description of how ASG will finance the project, and when title of equipment installed as a part of the proposed project will transfer to the owner.
11. A description of how energy savings will be guaranteed by ASG.
12. A description of how ASG proposes to be compensated.
13. The term of the energy savings guarantee period.
14. The termination value for each year during the term of the energy savings guarantee period.
15. Schedule for the project completion.
16. The nature and extent of the work and equipment that ASG anticipates it will receive from other firms under subcontract.
17. ASG's Measurement and Verification (M&V) Plan for documenting energy savings.

The Facility Improvement Measures (FIMs) will include items that save energy, water, or other resources including, but not limited to, various cost saving measures. The Investment Grade Audit will provide detailed documentation of field work for the audit, calculation input and output in support of the recommendations made in the Energy Services Proposal, economic and engineering assumptions, sketches, floor plans and any other information developed in the course of the audit.

The City of Prosser agrees to provide Apollo Solutions Group with access to materials pertinent to this audit.

- a. These include, but are not limited to a minimum of 24 months of utility bills.
- b. Emergency maintenance / repair / equipment replacement invoices, and service contracts.
- c. Access to the complete sets of as-built drawings and O&M manuals.
- d. Access to the facilities and staff.

FACILITY IMPROVEMENT MEASURES (FIMs)

The FIMs are outlined in attached **Table 1: Preliminary Facility Improvement Measures (FIMs) List**.

PRELIMINARY MEASUREMENT & VERIFICATION PLAN

Measurement and verification (M&V), along with commissioning, is a process by which the achievement of savings and system performance is proven and documented. ASG plans to perform pre-retrofit measurement & verification (M&V) activities during the IGA. ASG has developed the schedule and cost of the IGA based on the assumption that the final M&V plan will consist of one time fixture Wattage measurements on a sample of light fixtures (IPMVP Option A). The pre-retrofit M&V activities will be consistent with this M&V plan.

ASG has prepared the IGA schedule and cost estimate under the assumption that the final M&V plan will be consistent with the details of this section. During the IGA, ASG prefers to hold a workshop with our customers to discuss M&V; the tradeoffs between measurement cost and performance risk, and empower our customers to collaborate with ASG in developing a plan to meet our shared goals. Should the customer and ASG agree to a different M&V plan that what is proposed here, ASG reserves the right to adjust the IGA fee and IGA schedule to account for costs and delays associated with any additional measurements.

FIM M&V Matrix

FIM ID	FIM DESCRIPTION	PROPOSED M&V PLAN	MEASURED VARIABLES	STIPULATED VARIABLES	CALCULATION METHOD
FIM-01	STREET LIGHTING RETROFIT	IPMVP OPTION A	FIXTURE WATTAGE	ALL OTHERS	SPREADSHEET
FIM-02	CITY PARK LIGHTS	IPMVP OPTION A	FIXTURE WATTAGE	ALL OTHERS	SPREADSHEET
FIM-03	EJ MILLER PARK LIGHTS	IPMVP OPTION A	FIXTURE WATTAGE	ALL OTHERS	SPREADSHEET
FIM-04	CITY HALL / POLICE DEPT LIGHTS	IPMVP OPTION A	FIXTURE WATTAGE	ALL OTHERS	SPREADSHEET
FIM-05	CITY SHOPS LIGHTS	IPMVP OPTION A	FIXTURE WATTAGE	ALL OTHERS	SPREADSHEET
FIM-06	WELL PUMPS 3 & 5	STIPULATED SAVINGS	NONE	ALL OTHERS	SPREADSHEET

FINANCIAL CRITERIA

The IGA Fee for performing the services mentioned above will not exceed \$ 20,000.00. Should ASG not provide a proposal for a project that meets the financial criteria set by the City of Prosser the City would have no obligation to pay ASG for the IGA. If ASG does present a project that meets the City of Prosser's financial criteria but decides not to move forward with the project, then ASG would be paid the amount in full upon final receipt of the Energy Services Proposal.

ASG will work with the local utility companies, Benton PUD in order to secure any energy rebate incentives for the City.

ASG will help the City of Prosser apply/secure a Washington Department of Commerce Energy Grant if they so choose to pursue the grant. The City of Prosser will be pursuing a Washington Commerce Energy Grant, maximizing the leverage ratio portion of the scoring criteria, 3:1.

The project must meet the following financial criteria:

- City of Prosser will contribute capital in the amount of \$611,250.00 towards this project. The City may elect to contribute more funds upon the conclusion of the IGA.
- The project will also include operational savings for the City's cash flow analysis. The operational savings will consist of hard cost operational savings.
- The term of the financial payback will be 15 years in length of term. The term of financial payback will be self-funded through energy and operational savings.
- All utility rebates will be sent back to the City of Prosser and will be part of the project's cash flow analysis.
- The scope may change to pick up additional FIMs as directed by the City of Prosser.
- The project must have a simple payback that is equal to or less than the aggregate rated useful service life of the equipment or systems proposed in the project.
- ASG proposes to deliver the Energy Services Proposal no more than 120 days after ASG receives the "Notice to Proceed" from the Department of Enterprise Services. Detailed timeline will be provided at the kickoff meeting.

We at Apollo Solutions Group appreciate the opportunity to provide these services, and look forward to working with the City of Prosser and the Department of Enterprise Services. If this proposal is satisfactory, please forward contract documents.

Sincerely,

Joseph Hojnacki

Joseph Hojnacki, LEED-AP
INW – Account Executive
Apollo Solutions Group

Table 1: -Facility Improvement Measure (FIM) Matrix

**Project: City of Prosser IGA
Prosser, WA**



FIM ID	FIM DESCRIPTION
FIM-01	STREET LIGHTING RETROFIT
FIM-02	CITY PARK LIGHTS
FIM-03	EJ MILLER PARK LIGHTS
FIM-04	CITY HALL / POLICE DEPT LIGHTS
FIM-05	CITY SHOPS LIGHTS
FIM-06	WELL PUMPS 3 & 5

**Table 2: Investment Grade Audit Hourly Estimate
Project: City of Prosser IGA**

Task Name	Work
CITY OF PROSSER IGA	260 hrs
PRELIMINARY AUDIT	0 hrs
INVESTMENT GRADE AUDIT	260 hrs
INTERNAL KICKOFF MEETING	4 hrs
WRITE & EXECUTE SUBCONSULTANT AGREEMENTS	4 hrs
UTILITY DATA ANALYSIS	37 hrs
OBTAIN UTILITY BILLS & INPUT INTO EXCEL	24 hrs
CALCULATE UTILITY BASELINES AND RATES	4 hrs
BENCHMARK BLDGS	4 hrs
ENERGY STAR PORTFOLIO MANAGER	4 hrs
DEVELOP RATE ESCALATION PROJECTION	1 hr
SITE EVALUATION	56 hrs
EXTERNAL KICKOFF MEETING	0 hrs
PERFORM ENERGY AUDIT	56 hrs
DEVELOP PROJECT FINANCIAL MODEL	92 hrs
FIM COSTING	46 hrs
SCOPE DEVELOPMENT - WELL PUMPS	12 hrs
SCOPE REVIEW	4 hrs
BID DOC DEVELOPMENT	4 hrs
JOB WALKS	16 hrs
ESTIMATE INTERNAL BUDGET FOR ENGINEERING	4 hrs
CONST MGR BID REVIEW	6 hrs
FIM SAVINGS	40 hrs
CALCULATE ENERGY SAVINGS	16 hrs
SPREADSHEET ANALYSIS	16 hrs
STREET LIGHTING	8 hrs
WELL PUMPS	8 hrs
OBTAIN UTILITY INCENTIVE ESTIMATE	16 hrs
STREET LIGHTING	12 hrs
WELL PUMPS	4 hrs
ESTIMATE O&M SAVINGS AND AVOIDED	8 hrs
STREET LIGHTING	4 hrs
WELL PUMPS	4 hrs
DEVELOP M&V PLAN AND BUDGET	4 hrs
STREET LIGHTING	4 hrs
FINALIZE PROJECT FINANCIAL MODEL	2 hrs
DEVELOP FINAL REPORT	53 hrs
DRAFT REPORT DEVELOPMENT	35 hrs
EXECUTIVE SUMMARY	0 hrs
FACILITY DATA	4 hrs
SCOPE OF WORK	4 hrs
UTILITY SAVINGS AND VERIFICATION	16 hrs
CONSTRUCTION PROCESS	8 hrs
PROJECT FINANCIALS	0 hrs
APPENDICES	3 hrs
UTILITY BILLS & UDA	1 hr
SAVINGS CALCULATIONS	1 hr
PROJECT SCHEDULE	1 hr
TEAM REPORT REVIEW	8 hrs
IMPLEMENT TEAM REVISIONS	6 hrs
REPORT DELIVERY TO DES	0 hrs
IMPLEMENT DES REVISIONS	4 hrs
REPORT / PROPOSAL ACCEPTANCE	0 hrs
MEETINGS	10 hrs
INTERNAL MEETINGS	6 hrs
EXTERNAL MEETINGS	4 hrs
EXECUTE CONSTRUCTION CONTRACT	0 hrs
IGA CLOSE OUT	4 hrs
DATA RETENTION	4 hrs

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Adopt a Note Modification Agreement with Washington Trust Bank addressing the maturity date of interim financing loan for the North Prosser Water System Improvement Project.		<u>Meeting Date:</u> August 5, 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>		<u>Account Number:</u>	
<u>Amount Budgeted:</u>		<u>Name and Fund#</u>	
<u>Reviewed by Finance Department:</u> <i>Regina Mauras</i>			
<u>Attachments to Agenda Packet Item:</u> 1. Proposed Note Modification Agreement			
<u>Summary Statement:</u> As part of the North Prosser Water Improvement Project the City received funding from USDA. The loan conditions required the City to obtain interim financing, which was obtained through Washington Trust Bank. Late last year Ordinance 13-2849 was approved extending the terms of the interim financing from November 2013 to August, 2014 to allow for improvement to be made to the telemetry. Unfortunately, the telemetry improvements are still underway and will not be completed by the August 2014 deadline. Therefore, the attached agreement has been prepared which extends the interim financing to March 2015. According to the City's engineering representatives at HLA, this will provide more than enough time to complete the project and complete the final close out paperwork.			
<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 a Note Modification Agreement with Washington Trust Bank addressing the maturity date of interim financing loan for the North Prosser Water System Improvement Project.			

<u>Reviewed by Department Director:</u> Regina Mauras Date: 7/31/2014	<u>Reviewed by City Attorney:</u> Nancy Muenzinger Foster Pepper Pric Bond Counsel Date: 7/25/14	<u>Approved by Mayor:</u>  Date:
<u>Today's Date:</u> July 21, 2014	<u>Revision Number/Date:</u> 	<u>File Name and Path:</u>

NOTE MODIFICATION AGREEMENT

MAKER: City of Prosser, Washington

DATE: July 15, 2014

ADDRESS: Prosser, Washington

PRINCIPAL BALANCE: \$3,201,504.56

DATE OF AGREEMENT: May 19, 2011

ORIGINAL NOTE: That certain Note executed by Maker on May 19, 2011 in the original amount of not to exceed \$3,507,000 (the "Note") with a maturity date of November 19, 2012. The original loan was for the purpose of constructing a water system upgrade. That work has been substantially completed. The City has asked Washington Trust Bank (the "Bank") to extend the maturity of the loan until March 19, 2015, and the Bank has approved the extension of the balance of the loan from August 19, 2014 until March 19, 2015.

It is hereby agreed that the repayment terms of the above-referenced Note shall be and is hereby revised to become due under the following terms:

PAYMENT AMOUNT: Monthly interest payments will be made on the note beginning September 19, 2014. The entire unpaid principal balance and interest accrued thereon shall be paid in full on March 19, 2015. All payments on this Note shall be applied first to accrued interest with the remainder applied to the principal balance.

All other terms and conditions of the original Note are fully incorporated herein and fully ratified except as specifically modified by this Note Modification Agreement.

MAKER:

HOLDER:

CITY OF PROSSER, WASHINGTON

WASHINGTON TRUST BANK

By _____
Mayor

By _____
Larry Vandenburg
Vice President

By _____
City Clerk

H:\Clients\WashingtonTrustBank\City of Prosser\NOTE MODIFICATION AGREEMENT071114.docx

WASHINGTON TRUST BANK
CLIENT FINANCIAL REQUIREMENTS

For: **City of Prosser, Washington**

Date: **July 15, 2014**

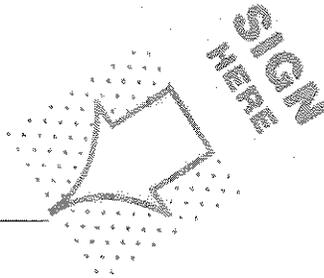
Reporting Requirements:

The Borrower is to submit to the Bank the following financial information:

- It's annual year-end internal financial statement by July 1st of every year.
- It's quarterly internal financial statements within 30-days of quarter-end.

City of Prosser, Washington

By: _____



Washington Trust Bank

By: _____

Vice-President



0345

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$3,201,504.56	07-15-2014	03-19-2015	31949890295	21		8660	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

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

Lender: WASHINGTON TRUST BANK
Spokane Main Financial Center
717 West Sprague Avenue
Spokane, WA 99201
(800) 788-4578

LOAN TYPE. This is a Fixed Rate (2.750%) Nondisclosable Loan to a Corporation for \$3,201,504.56 due on March 19, 2015.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business (including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Extend maturity for seven months.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$3,201,504.56 as follows:

Other Disbursements: \$3,201,504.56
\$3,201,504.56 Renewal

Note Principal: \$3,201,504.56

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash: \$250.00
\$250.00 Loan Fees

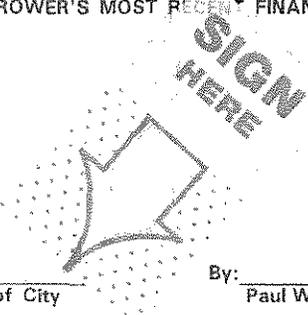
Total Charges Paid in Cash: \$250.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JULY 15, 2014.

BORROWER:

CITY OF PROSSER

By: Cathleen Koch, Deputy City Admin/Finance of City of Prosser



By: Paul Warden, Mayor of City of Prosser



CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of Ordinance No. 14-_____ relating to the bond anticipation note and amending Ordinance 11-2730, 12-2800 and 13-2849.		Meeting Date: August 5, 2014 Special Meeting	
Department: Finance	Director: Regina Mauras	Contact Person: Toni Yost	Phone Number: (509) 786-8215
Cost of Proposal: \$3,507,000 total loan amount		Account Number: 594-594-34-64	
Amount Budgeted: \$3,507,000		Name and Fund# Water Fund (403)	
Reviewed by Finance Department: <i>R Mauras</i>			
Attachments to Agenda Packet Item: 1. Proposed Ordinance No. 14-_____			
Summary Statement: As part of the North Prosser Water Improvement Project the City received funding from USDA. The loan conditions required the City to obtain interim financing, which was obtained through Washington Trust Bank. In 2012, Ordinance 12-2800 was approved which extended the terms of the interim financing from November of 2012 to November of 2013 to allow for improvement to be made to the telemetry. Then again, in November of last year Ordinance 13-2849 was approved extending the interim financing through August, 2014. Unfortunately, the telemetry improvements are still underway and will not be complete by the August 2014 deadline. Therefore, the attached ordinance has been prepared which extends the interim financing to February 2015. According to the representatives with HLA this will provide more than enough time to complete the project and complete the final close out paperwork.			
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-_____ relating to the bond anticipation note and amending Ordinance 11-2730, 12-2800 and 13-2849.			

<u>Reviewed by Department Director:</u> Regina Mamas Date: 7-31-2014	<u>Reviewed by City Attorney:</u> Nancy Guenough Foster Pepper Inc Bond Council Date: 7/25/14	<u>Approved by Mayor:</u>  Date: 7-30-14
<u>Today's Date:</u> July 22, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

CITY OF PROSSER, WASHINGTON

ORDINANCE NO. 14- _____

AN ORDINANCE of the City of Prosser, Washington, relating to a bond anticipation note (non-revolving line of credit) in the principal amount of not to exceed \$3,507,000 issued pursuant to, under the authority of and for the purposes provided in Ordinance No. 11-2730, as amended by Ordinance No. 12-2800 and Ordinance No. 13-2849; and amending Ordinance No. 11-2730 (as amended by Ordinance No. 12-2800 and Ordinance No. 13-2849).

PASSED: August 5, 2014

This document prepared by:

*Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
(206) 447-4400*

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CITY OF PROSSER, WASHINGTON

ORDINANCE NO. 14- _____

AN ORDINANCE of the City of Prosser, Washington, relating to a bond anticipation note (non-revolving line of credit) in the principal amount of not to exceed \$3,507,000 issued pursuant to, under the authority of and for the purposes provided in Ordinance No. 11-2730, as amended by Ordinance No. 12-2800 and Ordinance No. 13-2849; and amending Ordinance No. 11-2730 (as amended by Ordinance No. 12-2800 and Ordinance No. 13-2849).

THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions. Other than as amended in Section 3 below, the capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in Section 1 of Ordinance No. 11-2730, as amended by Ordinance No. 12-2800 and Ordinance No. 13-2849, unless the context clearly requires otherwise.

Section 2. Findings. The Council finds and determines that:

(a) In Ordinance No. 11-2730, the Council previously determined that it is in the best interest of the City to acquire, construct and develop the Project in order to provide adequate water utility service for the City's residents and utility customers with an estimated total costs of \$3,930,000 to be paid from City funds and proceeds of a bond issued to USDA (the "Bond").

(b) In anticipation of the receipt of proceeds of the Bond to be issued to USDA, chapter 39.50 RCW authorizes the City to issue short-term obligations to provide interim financing for the Project.

(c) Pursuant to Ordinance No. 11-2730, the City issued its Water and Sewer Revenue Bond Anticipation Note, 2011 (Non-Revolving Line of Credit) in the principal amount of not to exceed \$3,507,000, dated May 19, 2011 and scheduled to mature on November 19, 2012, pending issuance of the Bond. Pursuant to Ordinance No. 12-2800, the maturity of the Note was extended to November 19, 2013.

(d) Additional work on the Project caused the City to extend the maturity of the Note for a second time and the City Council passed Ordinance No. 13-2849, amending Ordinance No. 11-2730 (as amended by Ordinance No. 12-2800), authorizing the extension of the Note to August 19, 2014.

(e) Delays in manufacture and delivery of components of the Project have occurred and the Project is now not due to be complete until January of 2015. The City is in need of extending the maturity date of the Note in order to complete the work. The Bank has agreed to an extension of the maturity of Note to March 19, 2015, with no other changes to the terms of the Note.

(f) After due consideration, the Council finds that it is in the best interests of the City to extend the maturity date of the Note in order to accommodate the delays in manufacture and delivery of a port of the Project and agreed to by USDA, and the Bank has agreed to such extension with no other changes in the terms of the Note.

Section 3. Amendment of Section 1 of Ordinance No. 11-2730. Section 1 of Ordinance No. 11-2730, as amended by Ordinance No. 12-2800 and Ordinance No. 13-2849, is amended to read as follows. Deleted information is shown as strikeouts and inserted information is shown as double underlined.

Section 1. Definitions. The words and phrases set forth in this ordinance with initial capitalization shall have the following meanings in this section unless the context clearly requires otherwise.

(a) “Acquisition” or “Acquire” shall include purchase, securing, lease, receipt by gift or grant, condemnation, transfer, construction, other acquirement, or any combination thereof.

(b) “Bank” means Washington Trust Bank of Spokane, Washington.

(c) “Bond” means the water and sewer revenue bond authorized to be issued by Section 4 of this ordinance.

(d) “City” means the City of Prosser, Washington, a code city of the State of Washington.

(e) “Clerk” means the Clerk of the City, and his or her successors in functions, if any.

(f) “Code” means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder.

(g) “Construction Fund” means the 2011 Water System Improvements Construction Fund, a special fund established by this ordinance for the purpose of paying the cost of the Project.

(h) “Costs of the Project,” or any phrase of similar import, means all or any part designated by the Council as costs of the Project, or interest thereon, which costs, at the option of the Council, may include all or any part of the incidental costs pertaining to the Project. Costs of the Project include, without limitation: preliminary expenses advanced by the City from available funds or from any other source, with approval of the Council; the costs of making surveys, audits, preliminary plans, engineering plans, other plans, specifications, estimates of costs and other preliminaries; the Acquisition costs of any properties, rights, easements or other interest in properties, or any licenses, privileges, agreements and franchises; the costs of Acquiring, constructing and installing improvements to the Waterworks Utility; the costs of Acquiring and installing equipment necessary for the operation and maintenance of said facilities; the costs of

appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys, clerical help or other agents or employees; the costs of contingencies; the costs (including interest costs) of all interim financing for the Project, the costs of issuance, fees, costs of bond counsel, and the costs of registration and authentication of the Note and the Bond and the costs, if any, of rating agencies and of bond insurance or other credit enhancements, if any; and all other expenses necessary or desirable in relation to the Project, as estimated or otherwise determined by the Council.

(i) “Council” means the City Council of the City.

(j) “Finance Director” means the Finance Director of the City, and his or her successors in functions, if any.

(k) “Gross Revenue of the Waterworks Utility” or “Gross Revenue” means all of the earnings and revenue received by the City from the maintenance and operation of the Waterworks Utility, including the sewerage system as a part thereof, and all earnings from the investment of money on deposit in the Junior Lien Bond Fund. Gross Revenue does not include ULID Assessments; government grants; amounts received in respect of City taxes; principal proceeds of bonds; and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund Waterworks Utility obligations (until commingled with other earnings and revenues of the Waterworks Utility), or held in a special account for the purpose of paying a rebate to the United States Government under the Code.

(l) “Interest Payment Date” means the first business day of each month, commencing with the month following the City’s first Loan Draw, to and including the Maturity Date or earlier redemption of the Note.

(m) “Junior Lien Obligation” means any and all water and sewer revenue bonds of the City, the payment of the principal of and interest on which constitutes a charge or lien on the Net Revenue and ULID Assessments deposited into the Junior Lien Bond Fund, which charge and lien on Net Revenue and ULID Assessments is junior to the charge and lien of the Senior Lien Bonds, but prior and superior to any other charges whatsoever.

(n) “Junior Lien Bond Fund” means that special fund of the City known as the Junior Lien Water and Sewer Revenue Bond Fund created by Ordinance No. 98-2027.

(o) “Loan Draws” means an incremental draw of principal of the Note to pay Costs of the Project.

(p) “Maintenance and Operations Expense” means all reasonable expenses incurred by the City in causing the Waterworks Utility to be operated and maintained in good repair, working order and condition. Maintenance and Operations Expense shall not include any depreciation or taxes levied or imposed

by the City or payments to the City in lieu of taxes, but shall include payments made to any other municipal corporation for water service in the event the City enters into a contract for such services.

(q) "Maturity Date" means ~~the date that is 18 months after the date of delivery of the Bond to the Bank August 19, 2014~~ March 19, 2015.

(r) "Mayor" means the de facto or de jure Mayor of the City (including the Mayor pro tempore in the Mayor's absence) and his or her successors in functions, if any.

(s) "Net Revenue of the Waterworks Utility" or "Net Revenue" means the Gross Revenue less Maintenance and Operation Expense.

(t) "Note" means the Water and Sewer Revenue Bond Anticipation Note, 2011 (Non-Revolving Line of Credit), of the City authorized by this ordinance.

(u) "Note Fund" means the debt service fund created by Section 9 of this ordinance established in the office of the Finance Director for the purpose of the payment of the principal of and interest on the Note.

(v) "Note Modification Agreement" means the agreement of that name between the City and the Bank, dated November 19, 2012, extending the maturity date of the Note, which agreement is on file with the City Clerk and is incorporated herein by this reference.

(w) "Note Ordinance" means this ordinance.

(x) "Note Register" means the books or records maintained by the Note Registrar on which are recorded the names and addresses of the Registered Owner of the Note.

(y) "Note Registrar" means the Finance Director.

(z) "Offer Letter" means the offer by the Bank to purchase the Note under the terms and conditions set forth therein, which letter is on file with the City Clerk and is incorporated herein by this reference, and the Note Modification Agreement.

(aa) "Project" means additions to, betterments of, and extensions of the Waterworks Utility consisting of the construction of a water reservoir or tower, the installation of new transmission lines, and other associated improvements, including upgrading the City's water electronic monitoring system.

(bb) "Qualified Tax Exempt Obligation" shall have the meaning specified in Section 13 hereof.

(cc) “Registered Owner” means the entity or person named as the Registered Owner of the Note on the Note Register, initially the Bank.

~~(dd) “Second Note Extension Agreement” means the agreement of that name between the City and the Bank, dated November __, 2013, extending the maturity date of the Note, which agreement is on file with the City Clerk and is incorporated herein by this reference.~~

(dd) “Senior Lien Bonds” means the City’s outstanding Water and Sewer Revenue Improvement and Refunding Bonds, 1997, dated June 1, 1997, issued pursuant to Ordinance No. 97-1934 and any obligations issued in the future on parity with such bonds or otherwise designated as having a lien or charge on Net Revenue and ULID Assessments prior and superior to the Junior Lien Obligations and to any and all other charges whatsoever.

(ee) “State” means the State of Washington.

(ff) “Third Note Extension Agreement” means the agreement of that name between the City and the Bank dated July 15, 2014, extending the maturity date of the Note, which agreement is on file with the City Clerk and is incorporated herein by this reference.

~~(ff)(gg)~~“ULID” means Utility Local Improvement District of the City.

~~(gg)(hh)~~ “ULID Assessments” means all assessments levied and collected in any ULID of the City created for the acquisition or construction of additions to and extensions and betterments of the Waterworks Utility, if those assessments are pledged to be paid into the Junior Lien Bond Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments shall include installments thereof and any interest or penalties which may be due thereon.

~~(hh)(ii)~~“USDA” means the United States of America, acting through the United States Department of Agriculture, Rural Development.

~~(ii)(jj)~~ “Waterworks Utility” of the City means the existing waterworks utility of the City, including the sewerage system as a part thereof, and all additions thereto and betterments and extensions thereof at any time made or constructed and any storm drainage or any other utility system which is later combined by action of the City Council.

Section 4. Approval of Extension of Maturity Date of Note. The City Council finds that extending the maturity of the Note is necessary and advisable and therefore authorizes and directs the Finance Director and other appropriate officers of the City to take all actions necessary to effect the extension of the Note as contemplated herein, including, without limitation, payment of the Bank’s loan fee in the amount of \$250.

Section 5. Ratification and Confirmation. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this ordinance are ratified and confirmed.

Section 6. Effective Date of Note Ordinance. This Note Ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council at a special open public meeting thereof and APPROVED by the Mayor this _____ day of August, 2014.

CITY OF PROSSER, WASHINGTON

Mayor Paul Warden

ATTEST:

Rachel Shaw, City Clerk

APPROVED AS TO FORM:



Foster Pepper PLLC, Bond Counsel

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, relating to a bond anticipation note (non-revolving line of credit) in the principal amount of not to exceed \$3,507,000 issued pursuant to, under the authority of and for the purposes provided in Ordinance No. 11-2730, as amended by Ordinance No. 12-2800 and Ordinance No. 13-2849; and amending Ordinance No. 11-2730 (as amended by Ordinance No. 12-2800 and Ordinance No. 13-2849).

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

DATED this ____ day of _____, 2014

CITY CLERK, RACHEL SHAW

CERTIFICATION

I, the undersigned, the Clerk of the City of Prosser, Washington (the "City"), hereby certify as follows:

1. The foregoing Ordinance No. 14-_____ (the "Ordinance") is a full, true and correct copy of the Ordinance duly passed at a special meeting of the City Council of the City held at the regular meeting place thereof on the _____ day of August, 2014, as that Ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date will be _____, 2014.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of August, 2014.

CITY OF PROSSER, WASHINGTON

Rachel Shaw, City Clerk

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of Two Alternate Versions of Ordinances 14-_____ establishing Prosser Municipal Code Chapter 9.20.010 to make having two or more false alarms in a ninety day period.		Meeting Date: August 5, 2014 Special Meeting	
Department: Police	Director: David Giles	Contact Person: David Giles	Phone Number: (509) 786-8220
Cost of Proposal: N/A		Account Number:	
Amount Budgeted N/A		Name and Fund#	
Reviewed by Finance Department: <i>Regina Maurao</i>			
Attachments to Agenda Packet Item: 1. Proposed Ordinance 14-_____ 2. Proposed Ordinance 14-_____ 3. Agenda Bill from June 3, 2014 4. Agenda Bill from July 22, 2014			
Summary Statement: Council previously discussed the false alarm ordinance on July 22, 2014. At that time, Council directed staff to remove fees for the registration of alarms. The first attached ordinance removes all fees for registration of alarms. The second ordinance removes the registration fee but adds a \$50 penalty for refusal to register an alarm after the Chief provides a written 30-day notice to register the alarm. Without a penalty of some sort, there would be little incentive for a citizen to register his or her alarm			
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-_____ establishing Prosser Municipal Code Chapter 9.20 to make having two or more false alarms in a ninety day period unlawful and imposing a penalty of \$50 for each unlawful false alarm and imposing a penalty of \$50 for the refusal to register the alarm after written notice to register.			

<u>Reviewed by Department Director:</u> <i>Not Available-</i>	<u>Reviewed by City Attorney:</u>  Date: <i>7/31/14</i>	<u>Approved by Mayor:</u>  <i>for Mayor</i> Date: <i>8/1/2014</i>
<u>Today's Date:</u> July 31, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE ESTABLISHING PROSSER MUNICIPAL CODE CHAPTER 9.20 TO MAKE HAVING TWO OR MORE FALSE ALARMS IN A NINETY DAY PERIOD UNLAWFUL, IMPOSING A PENALTY OF FIFTY DOLLARS FOR EACH UNLAWFUL FALSE ALARM, AND MAKING IT UNLAWFUL TO HAVE OR MAINTAIN ON ANY PREMISES A BURGLARY AND/OR ROBBERY OR FIRE ALARM UNLESS THERE IS ON FILE WITH THE CITY OF PROSSER POLICE CHIEF A CURRENT EMERGENCY RESPONSE REGISTRATION AND PROVIDING FOR A PENALTY FOR FAILURE TO REGISTER. THE ORDINANCE ALSO PROVIDES FOR A FEE WAIVER UNDER CERTAIN CONDITIONS AS SET FORTH IN ORDINANCE. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, for the period from January 1, 2013, to December 31, 2013, the Prosser Police Department responded to 10,049 calls for service with 232 calls related to responding to alarms; and

WHEREAS, 100 hundred percent of those alarm calls during that period were false; and

WHEREAS, 100 percent of those alarm calls during that period were for burglar alarms; and

WHEREAS, 100 percent of those burglar alarm calls during that period were false; and

WHEREAS, for the period from January 1, 2013, to December 31, 2013, approximately 3 percent of all emergency calls for service involved responding to noise complaints; and

WHEREAS, 25 percent of those noise complaints relate to alarms; and

WHEREAS, 100 percent of those noise complaints related to alarms were false; and

WHEREAS, emergency calls for service normally require the response of two uniformed officers; and

WHEREAS, for false alarms, the Police Department's average cost to respond to each false alarm is approximately Sixty Dollars; and

WHEREAS, for the period from January 1, 2013, to December 31, 2013, the Police Department's total cost to respond to all false alarms was approximately \$13,920 and

WHEREAS, the administrative cost to bill persons who have more than one false alarm in any ninety day period, is approximately Fifteen Dollars; and

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

Section 1. Prosser Municipal Code Section 9.20.010 is hereby established to read as follows:

9.20.010 False alarm defined.

For the purposes of this chapter, the term “false alarm” means the activation of a burglary and/or robbery or fire alarm by other than a forced entry or attempted forced entry to the premises, or by other than a fire and at a time when no burglary or robbery is being committed or attempted on the premises, or when no fire exists on the premises.

Section 2. Prosser Municipal Code Section 9.20.020 is hereby established to read as follows:

9.20.020 False alarm prohibited when-Fee.

It is unlawful for any person, business, or other legal entity having or conducting a private alarm system for fire, theft, burglary, or other protection to have two or more false alarms within a ninety-day period. The owner of any residence, business, or premises in which said alarm system exists shall pay a fifty dollar false alarm fee for the second and each additional false alarm in any ninety-day period.

Section 3. Prosser Municipal Code Section 9.20.030 is hereby established to read as follows:

9.20.030 Notice – payment of fee—waiver of fee--appeal.

The Police Department shall notify the party responsible for paying the fee, and if said fee is not paid to the City Finance Director within thirty days, a summons and complaint shall be executed by the City and the responsible party shall thereby be brought within the jurisdiction Benton County District Court. In the alternative if the fee is not paid within thirty days and at the sole discretion of the Mayor, or his or her designee, the Mayor, or his or her designee, may assign collection of the fee to a collection agency. If the collection of the fee is turned over to a collection agency, then the agency can add a reasonable fee in accordance with RCW 19.16.500.

The chief of police shall waive the false alarm fee if the person liable to pay the false alarm fee files an application for a fee waiver within twenty days from the date the police department notified him or her that the false alarm fee was due proving by a preponderance of the evidence:

- A. That multiple false alarms all occurred within a consecutive twenty-four hour period;
- B. That the false alarms were due to an equipment failure; and
- C. That the person responsible to maintain the premises where the false alarms occurred was not reasonably capable of disabling the alarm system to prevent the multiple false alarms.

The chief of police shall notify the applicant whether the waiver has been granted within 20 days from the date that the fee waiver application is received by the city. If the waiver is denied, then the false alarm fee shall be due and payable on or before 30 days from the date of denial. The chief of police is authorized to create forms and administrative procedures to implement the waiver process.

Section 4. Prosser Municipal Code Section 9.20.040 is hereby established to read as follows:

9.20.040 Emergency response registration – payment of fee.

It shall be unlawful to have or maintain on any premises a burglary and/or robbery or fire alarm unless there is on file with the city of Prosser police chief a current emergency response registration including, but not limited to, the name(s) and current telephone number(s) of person(s) authorized to enter such premises and turn off any such alarm at all hours of the day and night. The city's police chief is hereby authorized to establish policies and procedures to establish emergency response registration forms. In the event that an emergency response registration is not filed by the person maintaining the burglary and/or robbery or fire alarm within 30 days after the police chief issues a written demand to obtain such emergency response registration, then a penalty in the amount of Fifty Dollars shall be paid before the police chief may issue the registration for the burglary and/or robbery or fire alarm.

Section 5. Prosser Municipal Code Section 9.20.990 is hereby established to read as follows:

9.20.990 Severability.

The provisions of this chapter are hereby declared to be severable. If any section, subsection, sentence, clause, phrase, or word 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, phrase, or word be held unconstitutional or invalid.

Section 6. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, phrase, or word 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, phrase, or word be held unconstitutional or invalid.

Section 7. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

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

MAYOR PAUL WARDEN

ATTEST:

CITY CLERK, RACHEL SHAW

Approved as to form:



CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 14-_____

of the City of Prosser, Washington

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

AN ORDINANCE ESTABLISHING PROSSER MUNICIPAL CODE CHAPTER 9.20 TO MAKE HAVING TWO OR MORE FALSE ALARMS IN A NINETY DAY PERIOD UNLAWFUL, IMPOSING A PENALTY OF FIFTY DOLLARS FOR EACH UNLAWFUL FALSE ALARM, AND MAKING IT UNLAWFUL TO HAVE OR MAINTAIN ON ANY PREMISES A BURGLARY AND/OR ROBBERY OR FIRE ALARM UNLESS THERE IS ON FILE WITH THE CITY OF PROSSER POLICE CHIEF A CURRENT EMERGENCY RESPONSE REGISTRATION AND PROVIDING FOR A PENALTY FOR FAILURE TO REGISTER. THE ORDINANCE ALSO PROVIDES FOR A FEE WAIVER UNDER CERTAIN CONDITIONS AS SET FORTH IN ORDINANCE. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

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

DATED this ____ day of _____, 2014

CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE ESTABLISHING PROSSER MUNICIPAL CODE CHAPTER 9.20 TO MAKE HAVING TWO OR MORE FALSE ALARMS IN A NINETY DAY PERIOD UNLAWFUL, IMPOSING A PENALTY OF FIFTY DOLLARS FOR EACH UNLAWFUL FALSE ALARM, AND MAKING IT UNLAWFUL TO HAVE OR MAINTAIN ON ANY PREMISES A BURGLARY AND/OR ROBBERY OR FIRE ALARM UNLESS THERE IS ON FILE WITH THE CITY OF PROSSER POLICE CHIEF A CURRENT EMERGENCY RESPONSE REGISTRATION. THE ORDINANCE ALSO PROVIDES FOR A FEE WAIVER UNDER CERTAIN CONDITIONS AS SET FORTH IN ORDINANCE. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, for the period from January 1, 2013, to December 31, 2013, the Prosser Police Department responded to 10,049 calls for service with 232 calls related to responding to alarms; and

WHEREAS, 100 hundred percent of those alarm calls during that period were false; and

WHEREAS, 100 percent of those alarm calls during that period were for burglar alarms; and

WHEREAS, 100 percent of those burglar alarm calls during that period were false; and

WHEREAS, for the period from January 1, 2013, to December 31, 2013, approximately 3 percent of all emergency calls for service involved responding to noise complaints; and

WHEREAS, 25 percent of those noise complaints relate to alarms; and

WHEREAS, 100 percent of those noise complaints related to alarms were false; and

WHEREAS, emergency calls for service normally require the response of two uniformed officers; and

WHEREAS, for false alarms, the Police Department's average cost to respond to each false alarm is approximately Sixty Dollars; and

WHEREAS, for the period from January 1, 2013, to December 31, 2013, the Police Department's total cost to respond to all false alarms was approximately \$13,920 and

WHEREAS, the administrative cost to bill persons who have more than one false alarm

in any ninety day period, is approximately Fifteen Dollars; and

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

Section 1. Prosser Municipal Code Section 9.20.010 is hereby established to read as follows:

9.20.010 False alarm defined.

For the purposes of this chapter, the term “false alarm” means the activation of a burglary and/or robbery or fire alarm by other than a forced entry or attempted forced entry to the premises, or by other than a fire and at a time when no burglary or robbery is being committed or attempted on the premises, or when no fire exists on the premises.

Section 2. Prosser Municipal Code Section 9.20.020 is hereby established to read as follows:

9.20.020 False alarm prohibited when-Fee.

It is unlawful for any person, business, or other legal entity having or conducting a private alarm system for fire, theft, burglary, or other protection to have two or more false alarms within a ninety-day period. The owner of any residence, business, or premises in which said alarm system exists shall pay a fifty dollar false alarm fee for the second and each additional false alarm in any ninety-day period.

Section 3. Prosser Municipal Code Section 9.20.030 is hereby established to read as follows:

9.20.030 Notice – payment of fee—waiver of fee--appeal.

The Police Department shall notify the party responsible for paying the fee, and if said fee is not paid to the City Finance Director within thirty days, a summons and complaint shall be executed by the City and the responsible party shall thereby be brought within the jurisdiction Benton County District Court. In the alternative if the fee is not paid within thirty days and at the sole discretion of the Mayor, or his or her designee, the Mayor, or his or her designee, may assign collection of the fee to a collection agency. If the collection of the fee is turned over to a collection agency, then the agency can add a reasonable fee in accordance with RCW 19.16.500.

The chief of police shall waive the false alarm fee if the person liable to pay the

false alarm fee files an application for a fee waiver within twenty days from the date the police department notified him or her that the false alarm fee was due proving by a preponderance of the evidence:

- A. That multiple false alarms all occurred within a consecutive twenty-four hour period;
- B. That the false alarms were due to an equipment failure; and
- C. That the person responsible to maintain the premises where the false alarms occurred was not reasonably capable of disabling the alarm system to prevent the multiple false alarms.

The chief of police shall notify the applicant whether the waiver has been granted within 20 days from the date that the fee waiver application is received by the city. If the waiver is denied, then the false alarm fee shall be due and payable on or before 30 days from the date of denial. The chief of police is authorized to create forms and administrative procedures to implement the waiver process.

Section 4. Prosser Municipal Code Section 9.20.040 is hereby established to read as follows:

9.20.040 Emergency response registration – payment of fee.

It shall be unlawful to have or maintain on any premises a burglary and/or robbery or fire alarm unless there is on file with the city of Prosser police chief a current emergency response registration including, but not limited to, the name(s) and current telephone number(s) of person(s) authorized to enter such premises and turn off any such alarm at all hours of the day and night. The city's police chief is hereby authorized to establish policies and procedures to establish emergency response registration forms.

Section 5. Prosser Municipal Code Section 9.20.990 is hereby established to read as follows:

9.20.990 Severability.

The provisions of this chapter are hereby declared to be severable. If any section, subsection, sentence, clause, phrase, or word 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, phrase, or word be held unconstitutional or invalid.

Section 6. **SEVERABILITY.** The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, phrase, or word 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, phrase, or word be held unconstitutional or invalid.

Section 7. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

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

MAYOR PAUL WARDEN

ATTEST:

CITY CLERK, RACHEL SHAW

Approved as to form:



CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 14-_____

of the City of Prosser, Washington

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

AN ORDINANCE ESTABLISHING PROSSER MUNICIPAL CODE CHAPTER 9.20 TO MAKE HAVING TWO OR MORE FALSE ALARMS IN A NINETY DAY PERIOD UNLAWFUL, IMPOSING A PENALTY OF FIFTY DOLLARS FOR EACH UNLAWFUL FALSE ALARM, AND MAKING IT UNLAWFUL TO HAVE OR MAINTAIN ON ANY PREMISES A BURGLARY AND/OR ROBBERY OR FIRE ALARM UNLESS THERE IS ON FILE WITH THE CITY OF PROSSER POLICE CHIEF A CURRENT EMERGENCY RESPONSE REGISTRATION. THE ORDINANCE ALSO PROVIDES FOR A FEE WAIVER UNDER CERTAIN CONDITIONS AS SET FORTH IN ORDINANCE. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

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

DATED this ____ day of _____, 2014

CITY CLERK, RACHEL SHAW

✶ No attachments, Agenda Bill from previous meeting

CITY OF PROSSER, WASHINGTON			
AGENDA BILL			
Agenda Title: Consideration of Ordinance 14-_____ establishing Prosser Municipal Code Chapter 9.20.010 to make having two or more false alarms in a ninety day period unlawful and consideration of Resolution 14-_____ setting emergency Response registration fees and a late penalty for late payment of such registration.		Meeting Date: June 3, 2014 Special Meeting	
Department: Police	Director: David Giles	Contact Person: David Giles	Phone Number: (509) 786-8220
Cost of Proposal: N/A		Account Number:	
Amount Budgeted N/A		Name and Fund#	
Reviewed by Finance Department: N/A			
Attachments to Agenda Packet Item: 1. Proposed Ordinance 14-_____ 2. Proposed Resolution 14-_____			
Summary Statement: For the period from January 1, 2013 through December 31, 2013 the Prosser Police Department responded to 10,049 calls for service. Research conducted indicates 232 of those calls were related to responding to burglar alarms. Further research indicates that all 232 of the burglar alarm responses during that time period were false. Burglar alarm responses are considered emergency calls for service and normally require the response of two uniformed officers, the Police Department's average cost to respond to each false alarm is approximately \$60.00; and for the period from January 1, 2013 through December 31, 2013 the Police Department's cost to respond to the 232 false alarms was approximately \$13,920.00. The Mayor and Police Chief sent letters out to businesses on May 23, 2014, in town providing information and requesting comments on the upcoming burglar alarm ordinance proposal.			

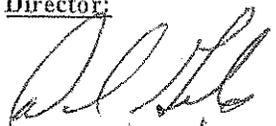
The proposed ordinance will establish Prosser Municipal Code Chapter 9.20.010 making two or more false alarms in a ninety day period unlawful and imposing a penalty of seventy-five dollars for each unlawful false alarm. Additionally the ordinance will make it unlawful to have or maintain on any premises a burglary and/or robbery or fire alarm unless there is on file with the city of Prosser Police Department a current emergency response registration, and an emergency response registration fee has been paid. The proposed Resolution sets those fees.

Consistent with or Comparison to: Existing adopted or previous plans, policies or actions taken by the Council

Recommended City Council Action/Suggested Motion:

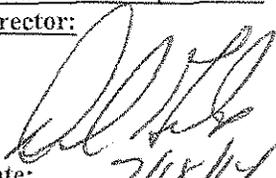
Motion #1: Adopt Ordinance 14-_____ establishing Prosser Municipal Code Chapter 9.20 to make having two or more false alarms in a ninety day period unlawful and imposing a penalty of seventy-five dollars for each unlawful false alarm.

Motion #2: Adopt Resolution 14-_____ setting Emergency Response Registration Fees and a Late Penalty for Late Payment of Such Registration.

<p><u>Reviewed by Department Director:</u>  Date: 5/30/2014</p>	<p><u>Reviewed by City Attorney:</u>  Date: 5/30/14</p>	<p><u>Approved by Mayor:</u>  Date: 5-30-14</p>
<p><u>Today's Date:</u> May 30, 2014</p>	<p><u>Revision Number/Date:</u></p>	<p><u>File Name and Path:</u></p>

* NO attachments. Agenda Bill from previous meeting

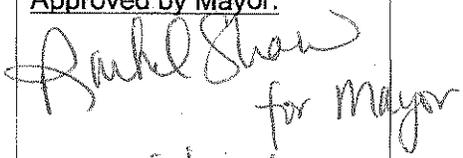
CITY OF PROSSER, WASHINGTON			
AGENDA BILL			
Agenda Title: Consideration of Ordinance 14-_____ establishing Prosser Municipal Code Chapter 9.20.010 to make having two or more false alarms in a ninety day period unlawful and consideration of Resolution 14-_____ setting emergency Response registration fees and a late penalty for late payment of such registration.		Meeting Date: July 22, 2014 Regular Meeting	
Department: Police	Director: David Giles	Contact Person: David Giles	Phone Number: (509) 786-8220
Cost of Proposal: N/A		Account Number:	
Amount Budgeted N/A		Name and Fund#	
Reviewed by Finance Department: <i>R Mawood</i>			
Attachments to Agenda Packet Item: 1. Proposed Ordinance 14-_____ 2. Proposed Resolution 14-_____ 3. Agenda Bill from June 3, 2014			
Summary Statement: Council previously discussed the false alarm ordinance on June 3, 2014. At that time, Council directed staff to add a waiver process to the ordinance allowing the city to waive the false alarm fee in the event that multiple false alarms occurred within a twenty four hour period. The attached ordinance allows the city to waive the false alarm fee providing all of the following apply: A. That multiple false alarms all occurred within a consecutive twenty-four hour period; B. That the false alarms were due to an equipment failure; and C. That the person responsible to maintain the premises where the false alarms occurred was not reasonably capable of disabling the alarm system to prevent the multiple false alarms.			

<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>		
Motion #1: Adopt Ordinance 14-_____ establishing Prosser Municipal Code Chapter 9.20 to make having two or more false alarms in a ninety day period unlawful and imposing a penalty of fifty for each unlawful false alarm.		
Motion #2: Adopt Resolution 14-_____ setting emergency Response registration fees and a late penalty for late payment of such registration.		
<u>Reviewed by Department Director:</u> 	<u>Reviewed by City Attorney:</u> 	<u>Approved by Mayor:</u> 
Date: 7/18/14	Date: 7/18/14	Date: 7-18-2014
<u>Today's Date:</u> July 16, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Ordinance 14-_____ Repealing Ordinance 1485, amending Ordinance 1471 and 1462 regarding annexation of property commonly known as the Sprayfield.		Meeting Date: August 5, 2014 Special Meeting	
Department: Planning, Public Works, Administration	Director: Steve Zetz	Contact Person: Howard Saxton	Phone Number: (509) 786-2332
Cost of Proposal: Staff plus attorney time		Account Number:	
Amount Budgeted: \$0		Name and Fund#	
Reviewed by Finance Department: <i>R Mauras</i>			
Attachments to Agenda Packet Item: <ol style="list-style-type: none"> 1. Ordinance 14-_____ 2. Ordinance 1298 3. Ordinance 1471 4. Ordinance 1485 5. Maps 			
Summary Statement: <p>This matter was last brought before the Council on May 6, 2014, the Ordinance is now ready for Council consideration and approval. The Office of Financial Management (OFM) contacted the City of Prosser advising that the annexation of the Sprayfield had several errors. While reviewing the annexations in detail, it was apparent that several parcels located in the Sprayfield have been annexed more than once with differing legal descriptions (Ordinance 1298 annexed what are called parcels B and J in the later ordinance and has the correct legal descriptions; for some reason those same parcels were annexed again by Ordinance 1471 with the incorrect legal descriptions; Ordinance 1485 then corrected the legal description for Parcel J but never amended Ordinance 1298 that included both parcels B and J).</p> <p>The attached Ordinance 14- _____ corrects the previous errors and corrects the legal of what portion of Bettinson Road was annexed by Ordinance Number 1471 (Parcel K).</p> <p>City maps will also be updated to reflect that portion of Bettinson Road which is located within city limits (as shown on the attached map).</p>			
Consistent with or Comparison to:			

EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL		
<u>Recommended City Council Action/Suggested Motion:</u> Recommend approval of Ordinance 14-_____ Repealing Ordinance 1485, amending Ordinance 1471 and 1462 regarding annexation of property commonly known as the Sprayfield.		
<u>Reviewed by Department Director:</u> <i>Not Available-</i>	<u>Reviewed by City Attorney:</u>  Date: <i>7/31/14</i>	<u>Approved by Mayor:</u>  Date: <i>8/1/2014</i>
<u>Today's Date:</u> July 30, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE CORRECTING ERRORS IN THE LEGAL DESCRIPTIONS OF THE ANNEXATION ORDINANCES ANNEXING THE CITY'S PROPERTY COMMONLY KNOWN AS THE SPRAYFIELD BY: AMENDING SECTION 3 OF ORDINANCE 1298, AND SECTION 1 OF ORDINANCE NUMBER 1471 AND REPEALING ORDINANCE 1485. 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, Ordinance 1298 passed by Council on December 11, 1984, annexed the following described real property:

PARCEL J:

The Southwest Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 24 East, W.M., EXCEPT the North 15 acres thereof, AND EXCEPT canal right of way, AND EXCEPT portions conveyed to Kennewick Irrigation District, described as follows:

Beginning at the Southwest corner of said Southwest Quarter of Southwest Quarter; thence East 100 feet; thence Northwesterly 110 feet, more or less, to a point on the West line of said Southwest Quarter of Southwest Quarter distance 45 feet North of point of beginning; thence South 45 feet to point of beginning; AND EXCEPT

Beginning at the Southeast corner of said Southwest Quarter of Southwest Quarter; thence West 440 feet; thence Northeasterly to a point on the East line of said Southwest Quarter of Southwest Quarter distant 150 feet North of Southeast corner thereof; thence South 150 feet to point of beginning, AND EXCEPT that portion of the South 282.00 feet of the Southwest Quarter of said Section 36, lying North of the Kennewick Irrigation District Canal right of way and West of Grande Road right of way, AND EXCEPT Old Inland Empire Highway AND EXCEPT said Grande Road, AND EXCEPT the South 12 feet for roadway.

TOGETHER WITH the West half of the Southeast Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 24 East, W.M., EXCEPT portion South of Kennewick Power Canal.

AND WHEREAS, Ordinance 1471 amended and replaced Ordinance 1462 and also annexed the property described in 1471 as Parcels "B" and "J;" and

WHEREAS, Ordinance 1485 amended Ordinance Number 1471 to correct the legal description of Parcel J described above but did not amend the entire section of that Ordinance; and

WHEREAS, the above ordinances must be corrected in order for the State of Washington to properly determine which parcels are part of the City and when they became part of the City;

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

Section 1. Ordinance Number 1471 repealed Ordinance Number 1462.

Section 2. Section 1 of Ordinance Number 1471 is hereby amended to read as follows:

The aforesaid findings, recitals and determinations are hereby found to be true, and correct in all respects; full compliance has been made with all requirements of the law in respect to annexation as per RCW 35A.14.300.

It is further determined that the below described property, owned by the City of Prosser, is being annexed into the City of Prosser for municipal purposes, to—wit, continued spray irrigation of wastewater from the sewerage treatment plant of the City of Prosser, and such annexation to be effective on and after the approval, passage and publication of this Ordinance; and on and after said date, said property shall be and constitute a part of the City of Prosser and shall be subject to all its laws and ordinances then and thereafter in force and effect; said property being situated in the County of Benton, State of Washington, and particularly described as follows:

PARCEL A:

That portion of the South half of the Northwest quarter of the southwest quarter of Section 36, Township 9 North, Range 24 East, W.M., lying Easterly and Southerly of the Following Described line:

Beginning at the Highway Engineer's Station 703+00 on the HR Line Survey of State Highway SR-82; thence Easterly to a point 40 feet Easterly, when measured at right angles, from said HR Line at Station 703+00; thence Northeasterly to a point 75 feet easterly from and opposite 708+35 on said HR Line; thence Northeasterly to a point 50 feet Southeasterly from and opposite Station 42+00 on the HC Line of said Highway; thence Northeasterly Parallel with said HC Line to a point opposite Station 46+25.16; thence Northeasterly to a point 30 feet Southeasterly from and opposite station 48+00 on said HC Line; thence Northeasterly and Easterly, parallel with said HC Line, 1500.0 feet to the terminus of said line.

AND

The North 15 acres of the Southwest quarter of the Southwest quarter of said Section 36;

EXCEPT the West 290.0 feet of the South 175.0 feet of the North 235.0 feet of the North 15 acres thereof and EXCEPT that portion lying north of the South right of way line of Bettinson Road.

PARCEL C:

Tracts 25, 26 and 27 Inclusive, State Addition to Prosser No. 1, according to the plat thereof recorded in volume 2 of Plats, page 56, records of Benton County, Washington, EXCEPT Portion of Tract 25 lying North of the Northerly right of way of SR 82 and EXCEPT portion deeded for highway purposes.

PARCEL D:

Tracts 28, 29 and 53, State Addition to Prosser No. 1, according to the plat thereof recorded in Volume 2 of Plats, page 56, records of Benton County, Washington, EXCEPT that portion of Tract 53 lying North of the Northerly right of way of SR 82, and EXCEPT Kennewick Irrigation District Canal right of way AND EXCEPT portions deeded for Highway and EXCEPT Portion deeded to United States of America under Auditor's file No. 86-3727.

PARCEL E:

Tracts 36, 37, and that portion of 38 lying south of I-82, State Addition to Prosser No. 1; according to the plat thereof recorded in Volume 2 of plats, page 56, records of Benton County, Washington EXCEPT Kennewick Irrigation District canal right of way, and EXCEPT Portion of Tract 39 lying North of the Northerly right of way of SR 82 and EXCEPT Portion deeded for Highway purposes.

PARCEL H:

That portion of Tract 54, lying south of I-82, State Addition to Prosser No. 1, according to the plat thereof recorded in Volume 2 of plats, page 56, records of Benton County, Washington, EXCEPT Kennewick Irrigation District Canal right of way and EXCEPT Portion deeded for highway purposes.

ALL OF THE FOREGOING PARCELS, TOGETHER WITH ALL APPURTENANCES, HEREDITAMENTS AND RIGHTS THEREUNTO BELONGING AND BENEFITTING; TOGETHER WITH ALL ROADWAYS, EASEMENTS, RIGHTS OF WAY.

PARCEL I:

TOGETHER WITH roads and rights of way shown in State Addition to Prosser No. 1, lying south of the southerly right of way of SR 82, and North of Kennewick Irrigation District Canal right of way, according to the plat thereof recorded in Volume 2 of Plats, page 56, records of Benton County, Washington.

PARCEL K:

That portion of Bettinson Road lying in the Northeast Quarter of the Southwest Quarter, and lying in the Southeast Quarter, all in Section 36, Township 9 North, Range 24 East W.M.

Section 3. Ordinance Number 1485 is hereby repealed.

Section 4. Section 3 of Ordinance Number 1298 is amended to read as follows:

The Southwest Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 24 East, W.M., EXCEPT the North 15 acres thereof, AND EXCEPT canal right of way, AND EXCEPT portions conveyed to Kennewick Irrigation District, described as follows:

Beginning at the Southwest corner of said Southwest Quarter of Southwest Quarter; thence East 100 feet; thence Northwesterly 110 feet, more or less, to a point on the West line of said Southwest Quarter of Southwest Quarter distance 45 feet North of point of beginning; thence South 45 feet to point of beginning; AND EXCEPT

Beginning at the Southeast corner of said Southwest Quarter of Southwest Quarter; thence West 440 feet; thence Northeasterly to a point on the East line of said Southwest Quarter of Southwest Quarter distant 150 feet North of Southeast corner thereof; thence South 150 feet to point of beginning, AND EXCEPT that portion of the South 282.00 feet of the Southwest Quarter of said Section 36, lying North of the Kennewick Irrigation District Canal right of way and West of Grande Road right of way, AND EXCEPT Old Inland Empire Highway AND EXCEPT said Grande Road, AND EXCEPT the South 12 feet for roadway.

TOGETHER WITH the West half of the Southeast Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 24 East, W.M., EXCEPT portion South of Kennewick Power Canal.

Section 5. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, sentence, clause, or phrase be

held unconstitutional or invalid.

Section 6. This ordinance shall 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 CORRECTING ERRORS IN THE LEGAL DESCRIPTIONS OF THE ANNEXATION ORDINANCES ANNEXING THE CITY'S PROPERTY COMMONLY KNOWN AS THE SPRAYFIELD BY: AMENDING SECTION 3 OF ORDINANCE 1298, AND SECTION 1 OF ORDINANCE NUMBER 1471 AND REPEALING ORDINANCE 1485. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

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

DATED this ____ day of _____, 2014

CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON

ORDINANCE NO. 1298

AN ORDINANCE ANNEXING AN AREA CONTIGUOUS TO THE
CITY OF PROSSER ON PETITION

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

Section 1. Prior to October 16, 1984, James L. Grande and Nancy C. Grande, husband and wife, owners of 100% in value, according to the assessed valuation for general taxation for the property hereinafter described for annexation, notified the City Council of the City of Prosser, Washington, in writing of their intention to commence annexation proceedings. Thereafter, the City Council met with such initiating parties within 60 days after filing of the request. The City Council determined that the City would accept the proposed annexation, and that the City would not require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

Section 2. That on October 16, 1984, there was received by the City Council of the City of Prosser, Washington, and filed with the City Clerk of said City, a Petition addressed to the Mayor and City Council of said City, praying that the boundaries of said City be altered by including therein a certain area lying contiguous to the City of Prosser, the legal description of which is set forth below, said Petition having been signed by the owners of 100% in value, according to the assessed valuation for taxation of the property for which annexation was petitioned. On the 13th day of November, 1984, in regular meeting, the City Council determined that the Petition for Annexation met the requirements specified in Chapter 35A.14 of Revised Code of Washington, and fixed December 11, 1984, at 8:00 p.m., as the date for public hearing thereon. Notice of said public hearing having been heretofore

published in one or more issues of the Prosser Record-Bulletin, a newspaper of general circulation in the City, and notice also having been posted in three public places within the territory proposed for annexation, specifying the time and place of hearing and inviting interested persons to appear and voice approval or disapproval of the annexation.

Section 3. That the territory proposed by said Petition to be annexed to the City of Prosser is situated in the County of Benton, State of Washington, is contiguous, proximate and adjacent to the present corporate limits of said City, and is particularly bounded and described as follows, to-wit:

The Southwest Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 24 East, W.M., EXCEPT the North 15 acres thereof, AND EXCEPT canal right of way, AND EXCEPT portions conveyed to Kennewick Irrigation District, described as follows:

Beginning at the Southwest corner of said Southwest Quarter of Southwest Quarter; thence East 100 feet; thence Northwesterly 110 feet, more or less, to a point on the West line of said Southwest Quarter of Southwest Quarter distance 45 feet North of point of beginning; thence South 45 feet to point of beginning; AND EXCEPT

Beginning at the Southeast corner of said Southwest Quarter of Southwest Quarter; thence West 440 feet; thence Northeasterly to a point on the East line of said Southwest Quarter of Southwest Quarter distant 150 feet North of Southeast corner thereof; thence South 150 feet to point of beginning, AND EXCEPT that portion of the South 282.00 feet of the Southwest Quarter of said Section 36, lying North of the Kennewick Irrigation District Canal right of way and West of Grande Road right of way, AND EXCEPT Old Inland Empire Highway AND EXCEPT said Grande Road, AND EXCEPT the South 12 feet for roadway.

TOGETHER WITH the West half of the Southeast Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 24 East, W.M., EXCEPT portion South of Kennewick Power Canal.

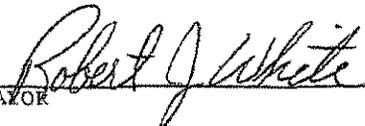
Section 4. That the territory set forth in this Ordinance and for which Petition for Annexation was filed, should be and is hereby made a part of the City of Prosser, Benton County, Washington.

Section 5. No property within the limits of the annexed territory shall ever be taxed or assessed to pay any indebtedness of the City contracted prior to or existing at the date of such annexation; nor shall any of the annexed property be released from any taxes or assessments levied against it or from liability for payment of outstanding bonds or warrants issued prior to said annexation.

Section 6. Upon passage of this Ordinance, the City Clerk shall cause to be filed a certified copy with the Board of County Commissioners of Benton County.

Section 7. This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as required by law.

ADOPTED by the City Council and APPROVED by the Mayor this 11th day of December, 1984.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

Published: December 20, 1984

ORDINANCE NO. 1298 - - Page 3

CITY OF PROSSER, WASHINGTON

ORDINANCE NO. 1471

AN ORDINANCE OF THE CITY OF PROSSER,
WASHINGTON ANNEXING CERTAIN TERRITORY TO THE
CITY OF PROSSER FOR MUNICIPAL PURPOSES

WHEREAS, under the provisions of RCW 35A.14.300, the Legislative body, by a majority of vote, elected to annex certain territory outside its city limits as hereinbelow more particularly described, for municipal purposes, and

WHEREAS, all of the territory annexed is contiguous City owned property, lying south of I-82, held for a public purpose and is exempted from the requirements of Section 36.93.090 (1) of Revised Code of Washington;

WHEREAS, this Ordinance No. 1471 is hereby declared to amend and replace Ordinance No. 1462;

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

Section 1. The aforesaid findings, recitals and determinations are hereby found to be true, and correct in all respects; full compliance has been made with all requirements of the law in respect to annexation as per RCW 35A.14.300.

It is further determined that the below described property, owned by the City of Prosser, is being annexed into the City of Prosser for municipal purposes, to-wit, continued spray irrigation of wastewater from the sewerage treatment plant of the City of Prosser, and such annexation to be effective on and after the approval, passage and publication of this Ordinance; and on and after said date, said property shall be and constitute a part of the City of Prosser and shall be subject to all its laws and ordinances then and thereafter in force and effect; said property being situated in the County of Benton, State of Washington, and particularly described as follows:

PARCEL A:

That portion of the South half of the Northwest quarter of the southwest quarter of Section 36, Township 9 North, Range 24 East, W.M., lying Easterly and Southerly of the Following Described line:

Beginning at the Highway Engineer's Station 703+00 on the HR Line Survey of State Highway SR-82; thence Easterly to a point 40 feet Easterly, when measured at right angles, from said HR Line at Station 703+00; thence Northeasterly to a point 75 feet easterly from and opposite 708+35 on said HR Line; thence Northeasterly to a point 50 feet Southeasterly from and opposite Station 42+00 on the HC Line of said Highway; thence Northeasterly Parallel with said HC Line to a point opposite Station 46+25.16; thence Northeasterly to a point 30 feet Southeasterly from and opposite station 48+00 on said HC Line; thence Northeasterly and Easterly, parallel with said HC Line, 1500.0 feet to the terminus of said line.

AND

The North 15 acres of the Southwest quarter of the Southwest quarter of said Section 36;

EXCEPT the West 290.0 feet of the South 175.0 feet of the North 235.0 feet of the North 15 acres thereof and EXCEPT that portion lying north of the South right of way line of Bettinson Road.

PARCEL B:

The West 485 feet of the following described parcel:

That portion of the Southwest quarter of the Southwest quarter of Section 36, Township 9 North, Range 24 East, W.M.,

EXCEPT the North 15 acres thereof, and Except the South 370 feet thereof, and EXCEPT right of way for the Prosser Pressure Pipeline of the Sunnyside Valley Irrigation District and EXCEPT right of way for the Old Inland Empire Highway of Benton County.

PARCEL C:

Tracts 25, 26 and 27 Inclusive, State Addition to Prosser No. 1, according to the plat thereof recorded in volume 2 of Plats, page 56, records of Benton County, Washington, EXCEPT Portion of Tract 25 lying North of the Northerly right of way of SR 82 and EXCEPT portion deeded for highway purposes.

PARCEL D:

Tracts 28, 29 and 53, State Addition to Prosser No. 1, according to the plat thereof recorded in Volume 2 of Plats, page 56, records of Benton County, Washington, EXCEPT that portion of Tract 53 lying North of the Northerly right of way of SR 82, and EXCEPT Kennewick Irrigation District Canal right of way AND EXCEPT portions deeded for Highway and EXCEPT Portion deeded to United States of America under Auditor's file No. 86-3727.

PARCEL E:

Tracts 36, 37, and that portion of 38 lying south of I-82, State Addition to Prosser No. 1; according to the plat thereof recorded in Volume 2 of plats, page 56, records of Benton County, Washington EXCEPT Kennewick Irrigation District canal right of way, and EXCEPT Portion of Tract 39 lying North of the Northerly right of way of SR 82 and EXCEPT Portion deeded for Highway purposes.

PARCEL H:

That portion of Tract 54, lying south of I-82, State Addition to Prosser No. 1, according to the plat thereof recorded in Volume 2 of plats, page 56, records of Benton County, Washington, EXCEPT Kennewick Irrigation District Canal right of way and EXCEPT Portion deeded for highway purposes.

ALL OF THE FOREGOING PARCELS, TOGETHER WITH ALL APPURTENANCES, HEREDITAMENTS AND RIGHTS THEREUNTO BELONGING AND BENEFITTING; TOGETHER WITH ALL ROADWAYS, EASEMENTS, RIGHTS OF WAY.

PARCEL I:

TOGETHER WITH roads and rights of way shown in State Addition to Prosser No. 1, lying south of the southerly right of way of SR 82, and North of Kennewick Irrigation District Canal right of way, according to the plat thereof recorded in Volume 2 of Plats, page 56, records of Benton County, Washington.

PARCEL J:

The Southwest Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 24 East, W.M., EXCEPT the North 15 acres thereof; and EXCEPT: The west 485 feet of the following described parcel: the Southwest Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 24 East W.M., except the north 15 acres thereof, and except the south 370 feet thereof, and except right-of-way for the Prosser Pressure Pipeline of the Sunnyside Valley Irrigation District, and except right-of-way for the Old Inland Empire Highway of Benton County; EXCEPT canal right of way; and except portions conveyed to Kennewick Irrigation District, described as follows: Beginning at the Southwest corner of said southwest Quarter of Southwest Quarter; thence East 100 feet; thence Northwesterly 110 feet, more or less, to a point on the West line of said Southwest Quarter of Southwest quarter distant 45 feet North of point of beginning; thence South 45 feet to point of beginning; and EXCEPT Beginning at the Southeast corner of said Southwest Quarter of Southwest Quarter; thence West 440 feet; thence Northeasterly to a point on the East line of said Southwest Quarter of Southwest Quarter distant 150 feet North of southeast corner thereof; thence South 150 feet to point of beginning; AND EXCEPT that portion of the South 282.00 feet of the Southwest Quarter of said Section 36, lying North of the Kennewick Irrigation District Canal right of way and west of Grand Road right of way; AND EXCEPT Old Inland Empire Highway; AND EXCEPT said Grand Road; AND EXCEPT the

South 12 feet for roadway. TOGETHER WITH the West half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 24 East, W.M., EXCEPT portion South of Kennewick Power Canal.

PARCEL K:

Bettinson Road lying between the north-south 1/16th line of the Southwest Quarter of Section 36, Township 9 North, Range 24 East, W.M. and its easterly end.

Section 2. This Ordinance shall be effective upon its passage, approval, and five (5) days after its publication.

A notice to the State of Washington shall be given pursuant to RCW 35A.14.700.

PASSED by the City Council and APPROVED by the Mayor this 10th day of April, 1990.



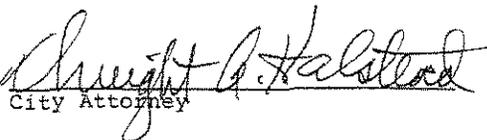
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF PROSSER, WASHINGTON

ORDINANCE NO. 1485

AN ORDINANCE AMENDING SUBSECTION PARCEL J OF SECTION 1 OF ORDINANCE 1471, CORRECTING A SCRIVENOR'S ERROR, BEING AN ORDINANCE OF ANNEXATION

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

Section 1. Subsection J of Section 1 of Ordinance No. 1471,
be and is hereby amended to read as follows:

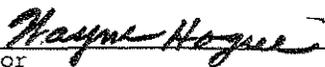
"PARCEL J:

The Southwest Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 24 East, W.M., EXCEPT the North 15 acres thereof; and EXCEPT: The west 485 feet of the following described parcel:

The Southwest Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 24 EWM, except the north 15 acres thereof, and except the south 370 feet thereof, and except right-of-way for the Prosser Pressure Pipeline of the Sunnyside Valley Irrigation District, and except right-of-way for the Old Inland Empire Highway of Benton County; EXCEPT canal right of way; and EXCEPT portions conveyed to Kennewick Irrigation District, described as follows:

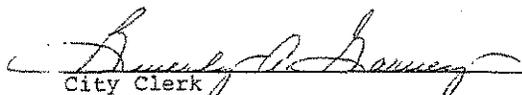
Beginning at the Southwest corner of said Southwest Quarter of Southwest Quarter; thence East 100 feet; thence Northwesterly 110 feet, more or less, to a point on the West line of said Southwest Quarter of Southwest Quarter distant 45 feet North of Point of beginning; thence South 45 feet to point of beginning; and EXCEPT Beginning at the Southeast corner of said Southwest Quarter of Southwest Quarter; thence West 440 feet; thence Northeasterly to a point on the East line of said Southwest Quarter of Southwest Quarter distant 150 feet North of Southeast corner thereof; thence South 150 feet to point of beginning; AND EXCEPT Old Inland Empire Highway; AND EXCEPT said Grande Road; AND EXCEPT the South 12 feet for roadway. TOGETHER WITH the West half of the Southeast Quarter of the Southwest Quarter of Section 36, Township 9 North, Range 24 East, W.M.; EXCEPT portion South of Kennewick Power Canal."

PASSED by the City Council and APPROVED by the Mayor, this
14th day of August, 1990.



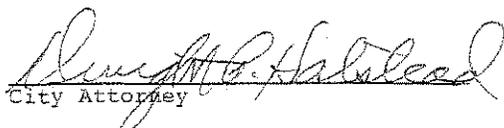
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Login

Barbara Wagner, Assessor
Benton County, Washington

Monday, April 21, 2014

Home

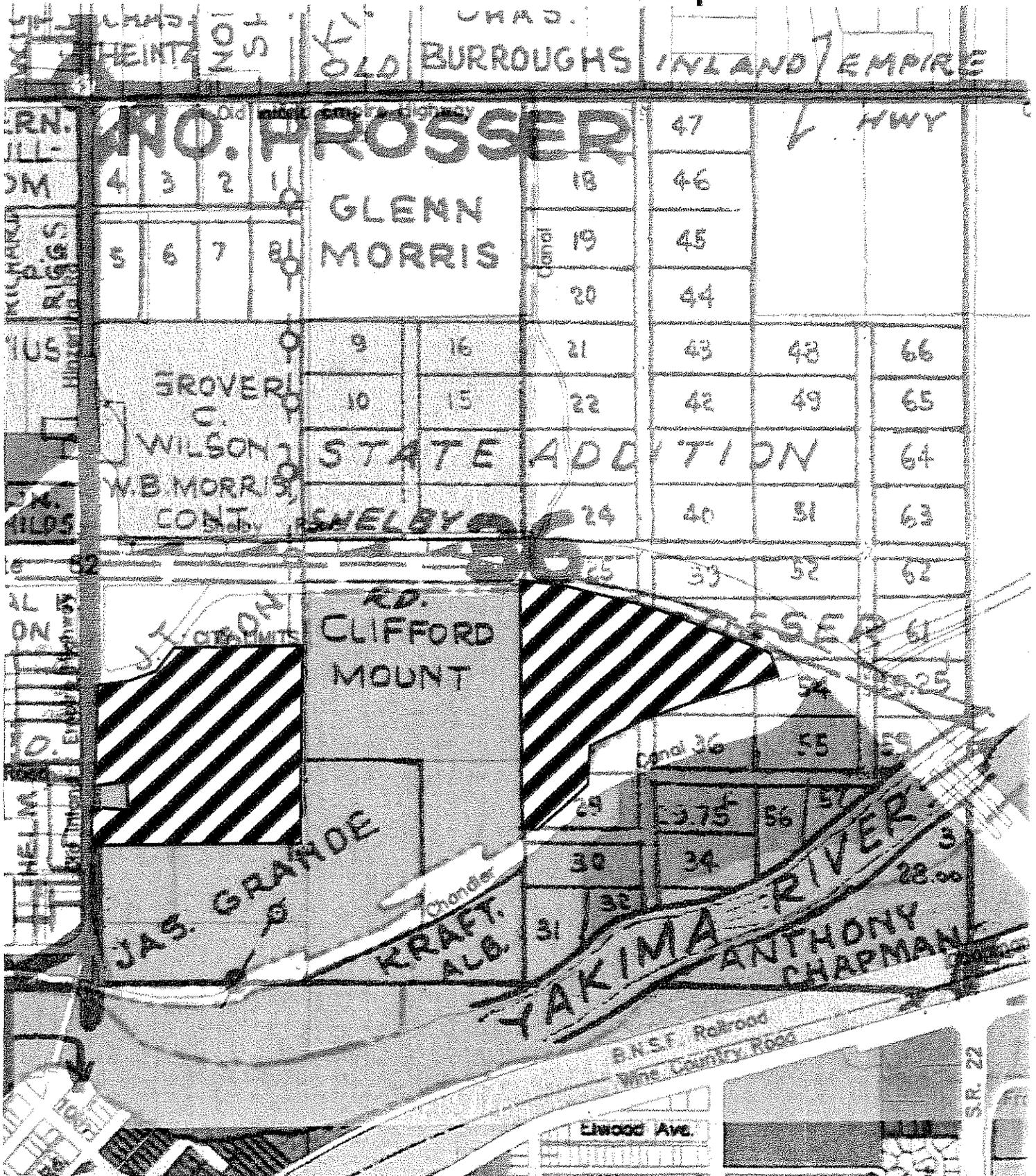
Aerial Photos Map Layers



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Section 2 Map



CHAS HEINTZ 0125
 CHAS D. BURROUGHS INLAND EMPIRE

NO. PROSSER				47	HWY		
4	3	2	1	18	46		
GLENN MORRIS				19	45		
5	6	7	8	20	44		
9				21	43	48	66
10				22	42	49	65
STATE ADDITION				64			
11				24	40	51	63
12				25	39	52	62

CLIFFORD MOUNT

KRAFT. ALB.

YAKIMA RIVER

ANTHONY CHAPMAN

3.75

34

36

55

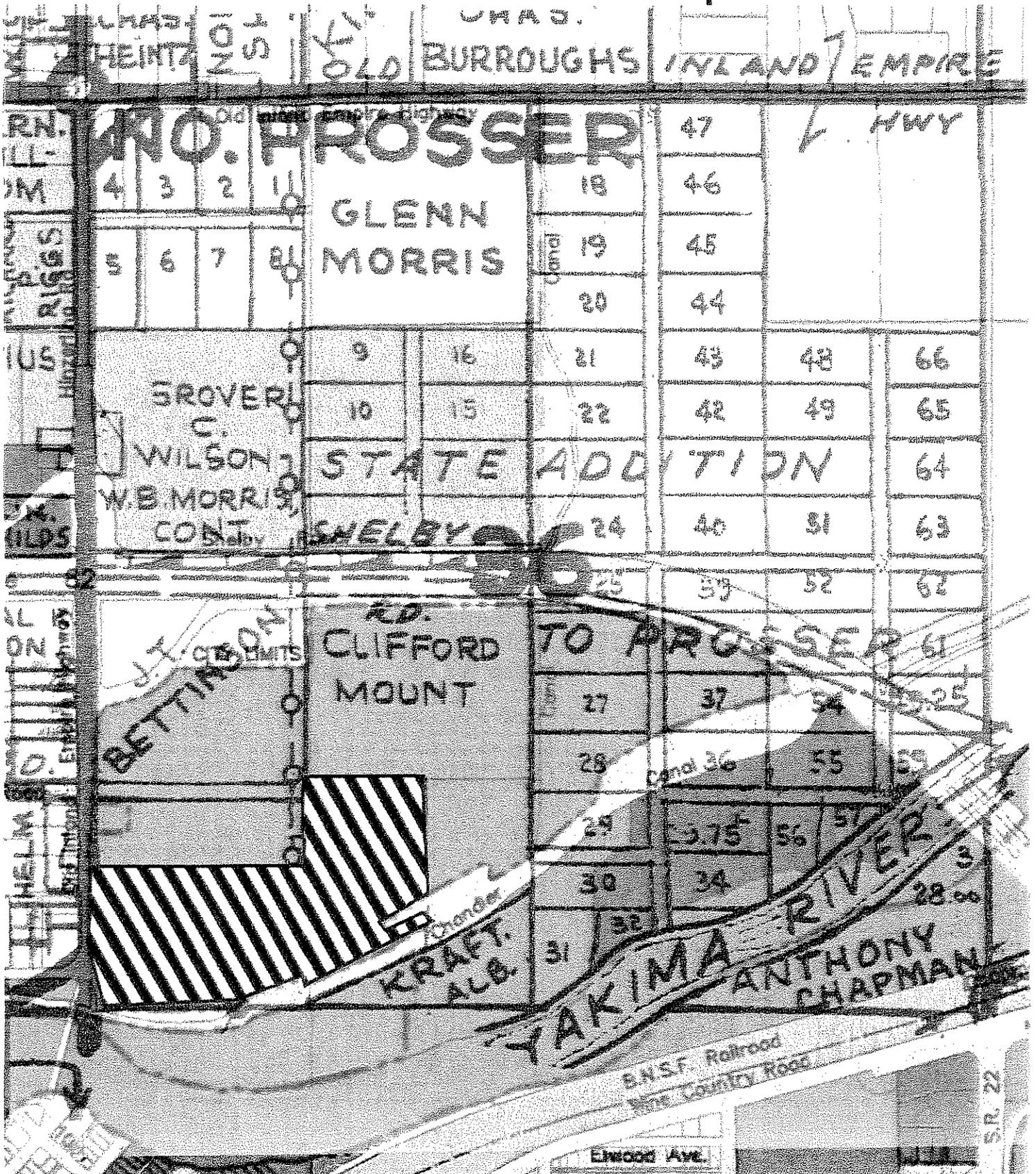
56

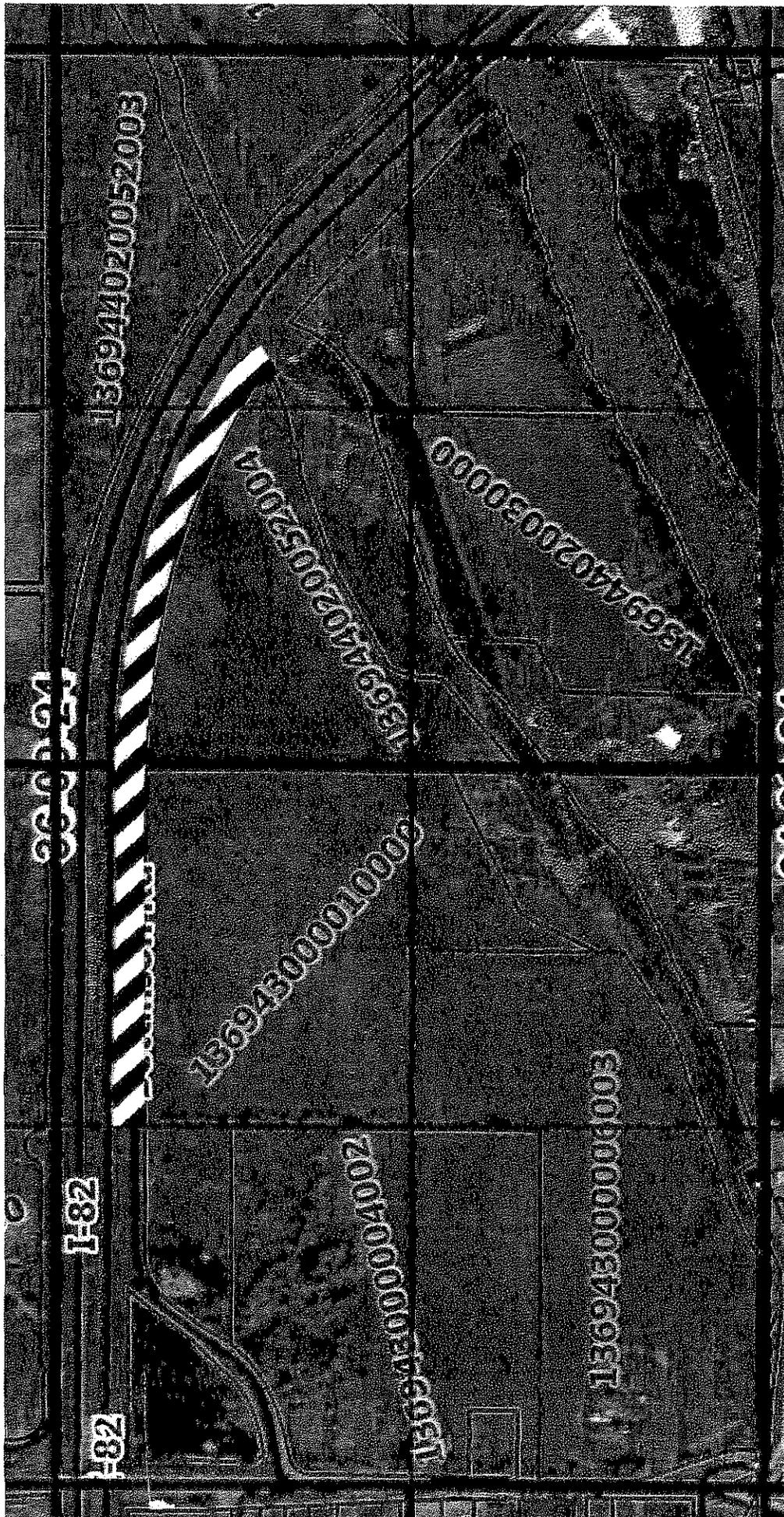
57

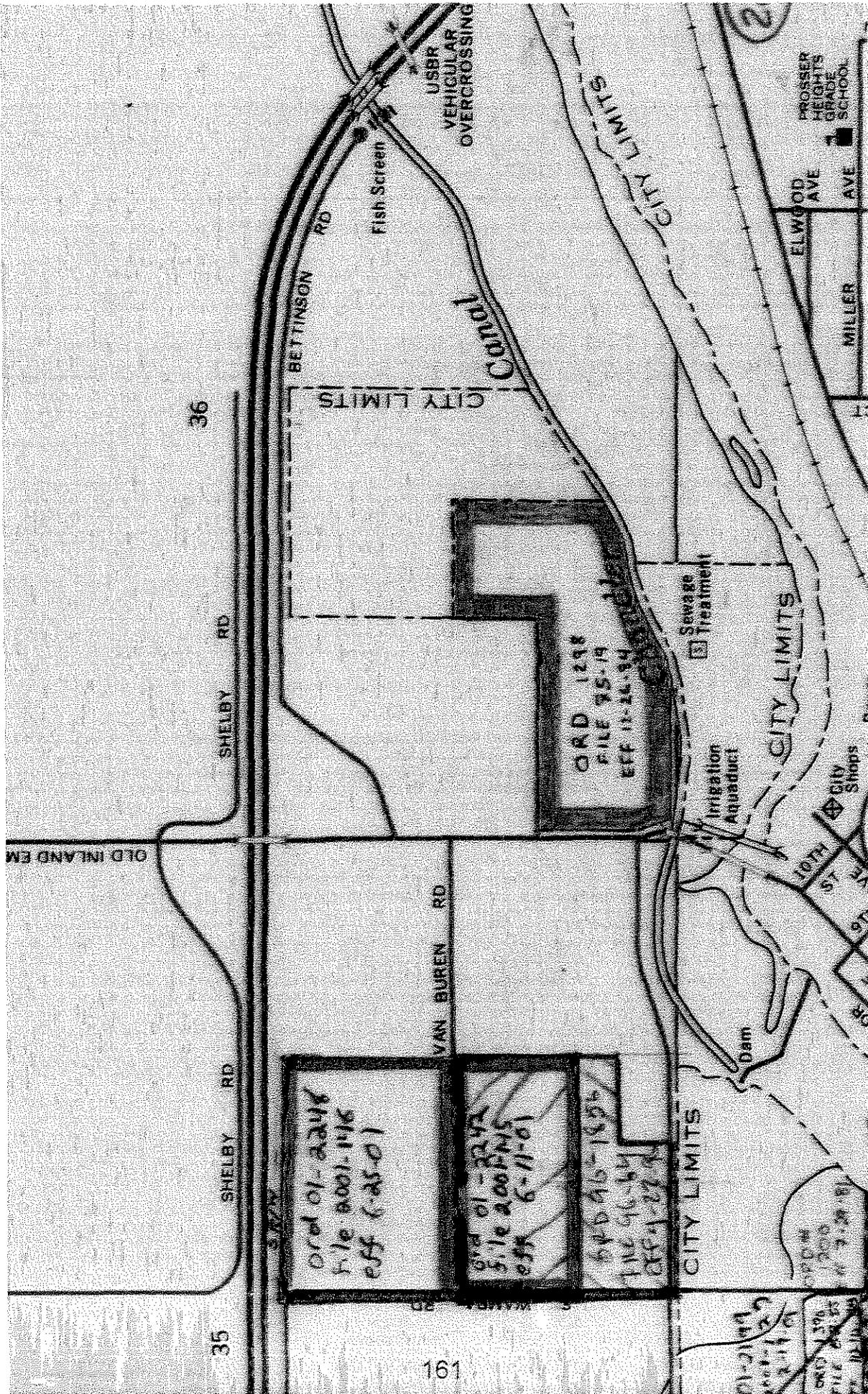
28.00

22

Section 4 Map







CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE DECLARING A MORATORIUM PROHIBITING MARIJUANA PRODUCTION, PROCESSING AND RETAIL SALES IN ALL ZONING DISTRICTS WITHIN THE CITY AND SETTING A PUBLIC HEARING THEREON. 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 has adopted a moratorium on medical Marijuana uses:

...prohibiting the establishment, location, operation, registration or licensing, maintenance, or continuation of any medical cannabis collective garden or any medical marijuana dispensary, whether for profit or not for profit, asserted to be authorized or actually authorized under E2SSB 5073, Chapter 181 Laws of 2011, Chapter 69.51A RCW, or any other laws of the State of Washington. No building permit, occupancy permit, or other development permit or approval shall be issued for any of the purposes or activities listed above. No business registration or license shall be granted or accepted while this moratorium is in effect for any of the activities listed above. Any land use approvals, business registrations or licenses or other permits for any of these operations that are issued as a result of error or by use of vague or deceptive descriptions during the moratorium are null and void, and without legal force of effect.

AND WHEREAS, Prosser has one existing licensed recreational Marijuana retail outlet open at this time; and

WHEREAS, the Washington State Liquor Control Board (WSLCB) rules provide that the Board will not issue a Marijuana license if the proposed business is within one thousand feet of the perimeter of the grounds of any of the following entities: Elementary or Secondary School; Playground; Recreation Center or Facility; Childcare Center; Public Park; Public Transit Center; Library or Any Game Arcade; and

WHEREAS, the City has reviewed a draft map showing the amount of property within the City, which, despite the 1000-foot restriction remains eligible for Marijuana-licensed businesses to locate, thus demonstrating the significant impact these uses will have upon neighboring property owners; and

WHEREAS, WSLCB rules will allow for production businesses to grow Marijuana in outdoor open-air facilities pursuant to certain security criteria, but still posing a health and safety risk to neighboring properties; and

WHEREAS, the WSLCB rules provide that the Board will determine how many licenses will be issued to businesses in each County and allow for municipalities to object to potential

applicants; and

WHEREAS, the WSLCB allocated two retail Marijuana licenses in Benton County outside of the Tri-cities metropolitan area and has not limited the number of grower or processor licenses it will issue; and

WHEREAS, pursuant to the existing Prosser Zoning Code retail Marijuana stores could locate in retail zones and Marijuana growers and processors could locate in Agri-business or Industrial zones; and

WHEREAS, the Prosser Planning Commission is currently working on zoning regulations for both medical cannabis and recreational Marijuana; and

WHEREAS, the City Council has an existing work plan for medical cannabis zoning regulations; and

WHEREAS, Washington law authorizes the City to adopt a moratorium with a public hearing which must be held within sixty (60) days of the date of the adoption of a moratorium; and

WHEREAS, the City Council has determined that it is in the best interest of the City that a moratorium be established to provide the City an opportunity to study appropriate regulations for such Marijuana businesses, and to develop a work plan for the implementation of such regulations;

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

Section 1. A moratorium is imposed prohibiting the establishment, maintenance, or operation of a Marijuana production, processing, or retail business as defined by Initiative Number 502 and Chapter 69.50 RCW as amended, within all zoning districts within the City of Prosser; and a moratorium is imposed on the filing with the City, or the Courts of Competent Jurisdiction, any applications for licenses, permits, or other approvals for the location of Marijuana production, processing or retail businesses as defined above, during the term of this moratorium. This ordinance shall not affect State-licensed Marijuana businesses already located in the city.

Section 2. The moratorium imposed by this Ordinance shall become effective on the date hereof, and shall continue in effect for an initial period of six (6) months, unless repealed, extended, or modified by the City Council after a public hearing and entry of appropriate findings of fact as required by RCW 35A.63.220, provided, however, that the moratorium shall automatically expire upon the effective date of zoning regulations adopted by the City Council to address Marijuana production, processing or retail businesses within the City of Prosser.

Section 3. A public hearing shall be scheduled for 7:00 p.m., or as soon thereafter as the matter may be heard, on the 26th day of August, 2014, at the City Council Chambers of the

Prosser City Hall, where it will hear evidence and consider comments and testimony of those wishing to speak at such public hearing regarding the moratorium. The City Clerk is directed to cause appropriate notice of such hearing to be given.

Section 4. At the first Council Meeting following the public hearing, the City Council shall adopt additional Findings of Fact justifying its actions before the public hearing, and determine whether a work plan is necessary to address the issues involving the Marijuana production, processing and retail businesses within the City and if appropriate, extending the moratorium to complete a work plan and implementation of appropriate regulations.

Section 5. This Ordinance shall not be codified.

Section 6. The above "Whereas" clauses of this Ordinance constitute specific findings by the Council in support of passage of this Ordinance.

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. The City Council declares that an emergency exists requiring passage of this Ordinance for the protection of public health, safety, welfare, and peace based on the Findings set forth in Section 6 above. This Ordinance shall take effect and be in full force immediately upon passage and shall expire in six months, unless extended or released according to law or as may be earlier terminated in accordance with section 2 above. The City Clerk shall publish a summary of this Ordinance consisting of its 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:

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

DATED this ____ day of _____, 2014

CITY CLERK, RACHEL SHAW