

City of Prosser
CITY COUNCIL
REGULAR MEETING AGENDA
Council Chambers, 601 7th Street, Prosser WA 99350
Tuesday, January 13, 2015 at 7:00 P.M.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CITIZEN PARTICIPATION

5. MAYOR AND CITY COUNCIL REPORTS AND COMMENTS

- a) **New Agenda Bill Format**

6. CONSENT AGENDA

- a) Accept Monthly Report by Prosser Economic Development Association for the Month of December 2014 and Authorize Payment for Those Services in the Amount of \$2,166.66 and Authorize Payment in the Amount of \$1,333.34 for Grant Writer Services **Page 3**
- b) Approve Payment of Claim Checks Nos. 11781 through 11814 in the Amount of \$200,952.43 and Electronic Payments in the Amount of \$22,913.14, for the Period Ending January 13, 2015 **Page 7**
- c) Approve Progress Bill No. 7 in the Amount of \$13,906.25 for Work Performed by HLA, Inc., through November 30, 2014, for Preliminary Engineering and Design on the Old Inland Empire Highway Improvements Project and Authorize the Mayor to Sign the Documents **Page 12**
- d) Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 10 in the Amount of \$4,712.00 for the Zone 2.5 Water supply Improvements Project and Authorize the Mayor to Sign the Documents **Page 17**
- e) Adopt Resolution 15-_____ Approving the Interlocal Cooperation Agreement Between the City of Prosser and Benton County for the Bituminous Surface Treatment Program 2015 and Authorize the Mayor to Sign the Agreement **Page 26**
- f) Approve November 4, 2014 Meeting Minutes **Page 37**
- g) Approve November 18, 2014 Meeting Minutes **Page 40**

The first Ordinance passed will be Ordinance 15-2922
The first Resolution passed will be Resolution 15-1472

- h) Approve November 25, 2014 Meeting Minutes *Page 45*
- i) Approve December 2, 2014 Meeting Minutes..... *Page 48*
- j) Approve December 9, 2014 Meeting Minutes..... *Page 50*

7. COUNCIL ACTION

- a.) **Consideration of Addendum No. 1 to Legal Services Contract for City Attorney Howard Saxton, Increasing the Hourly Rate at \$120/hour and Setting the Monthly Fee of \$3,000 for Criminal and Prosecution Duties for the City and Authorize the Mayor to Sign the Contract**..... *Page 54*

RECOMMENDATION: Approve Addendum No. 1 to Legal Services Contract for City Attorney Howard Saxton, Increasing the Hourly Rate at \$120/hour and Setting the Monthly Fee of \$3,000 for Criminal and Prosecution Duties for the City and Authorize the Mayor to Sign the Contract.

- b.) **Consideration of a Mitigation Agreement between Prosser School District, Genesis Housing Services and the City of Prosser as it Relates to the Prosser Family Housing Project, and Authorize the Mayor to Sign the Contract** *Page 58*

RECOMMENDATION: Approve of a Mitigation Agreement between Prosser School District, Genesis Housing Services and the City of Prosser as it Relates to the Prosser Family Housing Project, and Authorize the Mayor to Sign the Contract.

- c.) **Consideration of the Energy Efficiency Project Financing**..... *Page 68*

RECOMMENDATION:

MOTION #1 Adopt Resolution No. 15-_____ regarding the financing and reimbursement for costs related to the Energy Efficiency Improvements Project.

MOTION #2 Adopt Ordinance No. 15-_____ authorizing the acquisition of property and execution of financing and related documentation.

8. COUNCIL DISCUSSION

- a.) **RV Parking/Easement – PMC Section 18.60.070**

9. ADJOURNMENT

*The first Ordinance passed will be Ordinance 15-2922
The first Resolution passed will be Resolution 15-1472*

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Accept Monthly Report by Prosser Economic Development Association for the month of December 2014 and authorize payment for those services in the amount of \$2,166.66 and authorize payment in the amount of \$1,333.34 for Grant Writer Services.

Meeting Date:
January 13, 2015
Regular Meeting

Department:
Finance

Director:
Regina Mauras

Contact Person:
Toni Yost

Phone Number:
(509) 786-2332

Cost of Proposal:
\$3,500.00

Account Number:
001-558-519-70-41

Amount Budgeted:
\$42,000.00

Name and Fund#
General Fund -
Professional
Services

Reviewed by Finance Department:

Jyst

Attachments to Agenda Packet Item:

1. Invoice Number 2206 for December 2014 contracted service
2. PED A Monthly Report for November 2014

Summary Statement:

Check has been reviewed and approved by department heads, the Finance Director, and Mayor as necessary. Check no. 11796 has been generated for Council approval.

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

Accept Monthly Report by Prosser Economic Development Association for the month of December 2014 and authorize payment for those services in the amount of \$2,166.66 and authorize payment in the amount of \$1,416.67 for Grant Writer Services

Reviewed by Department

Director:

Jyst
Date: 1/7/15

Reviewed by City Attorney:

N/A

Date:

Approved by Mayor:

Not Available -

Date:

Today's Date:

January 7, 2015

Revision Number/Date:

File Name and Path:

Prosser Economic Development Association

Board of Directors Meeting Minutes

November 6, 2014

Attendees: Josh Mott, Jennifer Ely, Jenny Sparks, Julie Petersen, Dick Poteet, Jeff Andrews, Bob Stevens, Jane Hagarty, Deb Heintz, Scott Pontin, Shon Small, Bill Jenkin, Dianne Torres.

Absent: Brian Newhouse, Tyson Jones, Troy Berglund, Scott Wingert, Dyann Horton, Michelle Moyer.

Guest, Max Benitz, thanked the board for supporting the Water Committee which had a study performed on three key issues.

1. Is there enough water for fish?
2. Is there enough water for agriculture?
3. Does the tribal rights trump everything else?

Study found the answers to be no on all three issues, and action needs to be taken now to get/store water. One alternative is to raise Cle Elum 3 feet (which is not favored by the landowners). The Bumping Lake Project has been stopped due to Landowners, old growth timber and environmental issues. The Water committee has raised \$150,000 to date.

Approval of Minutes: Motion to approve by Bill Jenkin, seconded by Shon Small, motion carried.

Approval of Financial Report: Motion to approve by Jane Haggarty, seconded by Dick Poteet, motion carried.

The Strategic Planning Retreat will be on January 8, 2015 from 3 pm to 5 pm at the Clore Center.

Directors Report: Advance pre-work will be completed by Deb Heintz and Shon Small prior to the Strategic Planning Retreat on January 8th.

Prosser EDA is partnering with the City of Prosser to apply for a Feasibility Study Grant on the spray field on Hinzerling consisting of about 100 acres and owned by the city.

Desert Valley Powersports was approved as a BMX dealer, which will also entail a remodel of their showroom.

The Young Entrepreneurial Business Plan completion is on November 25, 2014 and could use a few more judges.

Reviewed the slate of Officers and Board of Directors for Prosser EDA for the year 2015.

The members of the 2014 Leadership Program are struggling for chair leadership to direct the 2015 class. It was decided for Deb Heintz will call a meeting in November or December to explain the expectations of the 2014 graduated leaders for the 2015 Leadership Program.

Bob Stevens mentioned the water committee will meet on November 20th at 8:30am.

Deb is working on the list of 2015 speakers for Prosser EDA and will present to the board at a future meeting.

Jennifer Ely stated the Prosser Chamber has had an 18% increase in membership in the time Humberto Rodriguez has been Executive Director, with membership rising from 190 to 220. The Beer and Whiskey Event was successful and very profitable for a first time event.

Jane mentioned that the Wine Science Center is complete with the equipment coming soon, and will open in 2015. The Amphitheater has been approved in the Port Park which entails a back drop with a cover over the existing pad.

The Clore Center is working with a company in Boston on a contract for providing exhibits, and Bob Stevens felt confident the funding needs for these exhibits would be raised.

AmericanWest Bank and Banner Bank are merging and will retain the Banner name. The transaction should be completed by second quarter 2015.

Meeting Adjourned.

Program presented by Wanda Roberts regarding PMH Medical Center Wellness Program, and its success within their company.

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim check nos. 11781 through 11814, in the amount of \$200,952.43 and Electronic Payments in the amount of \$22,913.14 for the period ending January 13, 2015.

Meeting Date:
January 13, 2015
Regular Meeting

Department:
Finance

Director:
Regina Mauras

Contact Person:
Toni Yost

Phone Number:
(509) 786-2332

Cost of Proposal:
\$223,865.57

Account Number:
See Attached

Amount Budgeted:
See 2014 and 2015 budget for each item listed.

Name and Fund#
See Attached

Reviewed by Finance Department:

Toni Yost

Attachments to Agenda Packet Item:

Check Register # 11781 through 11814

Summary Statement:

Check Payments	Amount	Check Payments	Amount
11781 through 11814	\$200,952.43		
Electronic Payments		Amount	
Dept of Revenue	\$20,729.45	WA Dept of Revenue	\$1,403.12
Xpress Bill Pay	\$277.50		
WA Dept of Licensing	\$36.00		
Chase	\$467.07		

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

Approve payment of check nos. 11781 through 11814, in the amount of \$200,952.43 and Electronic Payments in the amount of \$22,913.14 for the period ending January 13, 2015

Reviewed by Department

Director: *Toni Yost*
Date: *1/8/15*

Reviewed by City Attorney:

N/A
Date:

Approved by Mayor:

Not Available
Date:

Today's Date:

January 7, 2015

Revision Number/Date:

File Name and Path:

CHECK REGISTER

City Of Prosser
MCAG #: 0205

01/13/2015 To: 01/31/2015

Time: 15:53:37 Date: 01/07/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
189	01/13/2015	Claims	1	EFT	Chase	467.07	UB Credit Card Charges; Non-UB Credit Card Charges
					001 - 514 30 49 000 - Miscellaneous	30.25	Non-UB Credit Card Charges
					403 - 534 80 49 000 - Miscellaneous	109.21	
					407 - 535 80 49 000 - Miscellaneous	109.20	
					448 - 537 80 49 000 - Miscellaneous	109.20	
					403 - 539 20 49 000 - Miscellaneous	109.21	
190	01/13/2015	Claims	1	EFT	DOR Electronic Payments	20,729.45	Excise Taxes
					001 - 521 20 44 000 - External Taxes	26.07	Excise Taxes
					403 - 534 80 44 000 - External Taxes	9,588.31	Excise Taxes
					407 - 535 80 44 000 - External Taxes	7,000.85	Excise Taxes
					448 - 537 80 44 000 - External Taxes	4,114.22	Excise Taxes
191	01/13/2015	Claims	1	EFT	WA Dept Revenue (tax)	1,403.12	Leashold Excise Tax
					001 - 518 31 44 000 - External Taxes	1,354.97	Leashold Excise Tax
					407 - 535 80 44 000 - External Taxes	28.89	Leashold Excise Tax
					001 - 576 20 44 001 - External Taxes	19.26	Leashold Excise Tax
192	01/13/2015	Claims	1	EFT	Xpress Billpay	277.50	Online Bill Payment
					001 - 514 30 49 000 - Miscellaneous	1.39	Online Bill Payment
					403 - 534 80 49 000 - Miscellaneous	69.03	Online Bill Payment
					407 - 535 80 49 000 - Miscellaneous	69.03	Online Bill Payment
					448 - 537 80 49 000 - Miscellaneous	69.02	Online Bill Payment
					403 - 539 20 49 000 - Miscellaneous	69.03	Online Bill Payment
193	01/13/2015	Claims	1	11781	Abadan Inc	12.18	Waste Water Copy Machine Maintenance
					407 - 535 80 48 000 - Repairs & Maintenance	12.18	Waste Water Copy Machine Maintenance
194	01/13/2015	Claims	1	11782	Anchor Qea	799.05	Shoreline Master Plan
					001 - 558 60 41 000 - Professional Services	799.05	Shoreline Master Plan
195	01/13/2015	Claims	1	11783	Benton Co Prosecutor's Off	266.95	Kids Haven-4th Qtr
					001 - 521 20 51 000 - Intergov't Professional Servic	266.95	
196	01/13/2015	Claims	1	11784	Benton Co Sheriff	6,445.39	Custody Billing-Novemberd 2014; Medical Supplies Cost Recovery-Oct 2014; Medical Supplies Cost Recovery-August
					001 - 523 60 51 000 - Intergov't Professional Servic	6,377.23	Custody Billing-Novemberd 2014
					001 - 523 60 51 000 - Intergov't Professional Servic	1.48	Medical Supplies Cost Recovery-Oct 2014
					001 - 523 60 51 000 - Intergov't Professional Servic	66.68	Medical Supplies Cost Recovery-August
197	01/13/2015	Claims	1	11785	Benton Co Treas Office	180.79	Crime Victim Comp
					001 - 586 00 03 000 - PSEA and CVC Disbursemen	180.79	Crime Victim Comp
198	01/13/2015	Claims	1	11786	Benton REA	797.95	Meter Reading-Water Tower; Meter Reading-Wine Co. Rd; Virtual Domain
					001 - 518 88 42 000 - Communications	9.95	Virtual Domain
					403 - 534 80 47 000 - Public Utility Services	120.20	Meter Reading-Water Tower
					102 - 542 63 47 000 - Public Utility Services	667.80	Meter Reading-Wine Co. Rd
199	01/13/2015	Claims	1	11787	Cascade Natural Gas Corp	4,934.19	Natural Gas; Natural Gas; Natural Gas; Natural Gas; Natural Gas; Natural Gas
					001 - 518 31 47 000 - Public Utility Services	526.39	Natural Gas
					407 - 535 80 47 000 - Public Utility Services	2,043.38	Natural Gas
					407 - 535 80 47 000 - Public Utility Services	201.74	Natural Gas
					102 - 542 90 47 000 - Public Utility Services	589.08	Natural Gas
					001 - 572 50 47 000 - Public Utility Services	580.99	Natural Gas
					001 - 576 20 47 000 - Public Utility Services	992.61	Natural Gas

CHECK REGISTER

City Of Prosser
MCAG #: 0205

01/13/2015 To: 01/31/2015

Time: 15:53:37 Date: 01/07/2015
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
200	01/13/2015	Claims	1	11788	DB Secure Shred	23.38	Destruction Services
					001 - 521 20 41 000 - Professional Services	23.38	Destruction Services
201	01/13/2015	Claims	1	11789	Denchel's Ford Country	35.34	Oil Change
					001 - 521 20 48 000 - Repairs & Maintenance	35.34	Oil Change
202	01/13/2015	Claims	1	11790	Elliot Tire Service	137.82	Tires Vehicle #135
					001 - 521 20 48 000 - Repairs & Maintenance	137.82	Tires Vehicle #135
203	01/13/2015	Claims	1	11791	Shane Hellyer	185.14	Grooming, Dog Food-Bosco
					001 - 521 20 31 000 - Office & Operating Supplies	185.14	Grooming, Dog Food-Bosco
204	01/13/2015	Claims	1	11792	LexisNexis Risk Solutions	102.89	Monthly Subscription-Dec 2014
					001 - 521 20 41 000 - Professional Services	102.89	Monthly Subscription-Dec 2014
205	01/13/2015	Claims	1	11793	The Markets LLC	8.34	Super Chill Water
					407 - 535 80 31 000 - Office & Operating Supplies	8.34	Super Chill Water
206	01/13/2015	Claims	1	11794	Office Depot	34.19	1099 Tax Forms; W2 Tax Forms
					001 - 514 23 31 000 - Office & Operating Supplies	18.40	1099 Tax Forms
					001 - 514 23 31 000 - Office & Operating Supplies	15.79	W2 Tax Forms
207	01/13/2015	Claims	1	11795	Outwest Pet Rescue	400.00	Animal Control Services
					001 - 524 20 41 000 - Professional Services	400.00	Animal Control Services
208	01/13/2015	Claims	1	11796	Prosser Economic Development A	3,500.00	Contract For Services, Grant Writer Agreement
					001 - 558 70 41 000 - Professional Services	1,333.34	Grant Writer Services
					001 - 558 70 41 000 - Professional Services	2,166.66	PEDA: Contract For Services
209	01/13/2015	Claims	1	11797	Prosser Napa	368.90	U-Joint; PS-Stop Leak; Air Filter, Lub Fill, Oil Filter; Air Filter, Oil Filter
					403 - 534 80 31 000 - Office & Operating Supplies	64.78	Air Filter, Lub Fill, Oil Filter
					403 - 534 80 31 000 - Office & Operating Supplies	16.15	Air Filter, Oil Filter
					403 - 539 20 31 000 - Office & Operating Supplies	64.78	Air Filter, Lub Fill, Oil Filter
					403 - 539 20 31 000 - Office & Operating Supplies	16.15	Air Filter, Oil Filter
					102 - 542 90 31 000 - Office & Operating Supplies	32.13	U-Joint
					102 - 542 90 31 000 - Office & Operating Supplies	13.07	PS-Stop Leak
					102 - 542 90 31 000 - Office & Operating Supplies	64.78	Air Filter, Lub Fill, Oil Filter
					102 - 542 90 31 000 - Office & Operating Supplies	16.14	Air Filter, Oil Filter
					001 - 576 80 31 000 - Office & Operating Supplies	64.78	Air Filter, Lub Fill, Oil Filter
					001 - 576 80 31 000 - Office & Operating Supplies	16.14	Air Filter, Oil Filter
210	01/13/2015	Claims	1	11798	Prosser, City Of	117,605.86	Wastewater Utility Tax; Water Utility Tax; Garbage Utility Tax
					403 - 534 80 44 000 - External Taxes	39,971.66	Water Utility Tax
					407 - 535 80 44 000 - External Taxes	73,590.24	Wastewater Utility Tax
					448 - 537 80 44 000 - External Taxes	4,043.96	Garbage Utility Tax
211	01/13/2015	Claims	1	11799	Saxton Riley, PLLC	8,058.10	1036 Alice (Hunt); 1952 Mountain View Drive (Parsons); Administration (Civil); Planning; 14-11- CCHS; Prosser Police Department; Records Request (Civil); Streets; Garbage; Sewer Dept; Water Dept
					001 - 512 50 41 000 - Professional Services	4,967.05	Prosser Police Department
					001 - 515 30 41 000 - Professional Services	165.00	1036 Alice (Hunt)
					001 - 515 30 41 000 - Professional Services	225.00	1952 Mountain View Drive (Parsons)
					001 - 515 30 41 000 - Professional Services	571.05	Administration (Civil)
					001 - 515 30 41 000 - Professional Services	60.00	Records Request (Civil)
					403 - 534 80 41 000 - Professional Services	150.00	Water Dept

CHECK REGISTER

City Of Prosser
MCAG #: 0205

01/13/2015 To: 01/31/2015

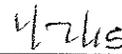
Time: 15:53:37 Date: 01/07/2015
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			407 - 535 80 41 000		Professional Services	15.00	Sewer Dept
			448 - 537 80 41 000		Professional Services	30.00	Garbage
			102 - 542 90 41 000		Professional Services	15.00	Streets
			001 - 558 60 41 000		Professional Services	1,335.00	Planning
			001 - 558 60 41 000		Professional Services	525.00	14-11- CCHS
212	01/13/2015	Claims	1	11800	Verizon Wireless	861.94	Police MDT Data Usage; PD Wireless Cell Phones
			001 - 518 31 42 000		Communications	231.47	PD Wireless Cell Phones
			001 - 521 20 42 000		Communications	350.34	Police MDT Data Usage
			001 - 521 20 42 000		Communications	280.13	PD Wireless Cell Phones
213	01/13/2015	Claims	1	11801	Vista Veterinary Hospital	60.38	Veterinary Visit-Bosco
			001 - 521 20 41 000		Professional Services	60.38	Veterinary Visit-Bosco
214	01/13/2015	Claims	1	11802	WA State Treasurer	9,695.59	PSEA
			001 - 586 00 03 000		PSEA and CVC Disbursemen	9,695.59	PSEA
215	01/13/2015	Claims	1	11803	West Benton Regional Fire Authority	50.00	Business Registration Refund
			001 - 321 99 00 000		General Business Registrator	-50.00	Business Registration Refund
216	01/13/2015	Claims	1	11804	Whitney Equipment Co Inc	19,198.34	New Pump-Waste Water
			407 - 535 80 48 000		Repairs & Maintenance	19,198.34	New Pump-Waste Water
						34,249.75	
						1,398.00	
						50,348.51	
						102,277.19	
						8,366.40	
						<u>196,639.85</u>	Claims:
						196,639.85	196,639.85

* Transaction Has Mixed Revenue And Expense Accounts



Signature



Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

01/13/2015 To: 01/31/2015

Time: 16:18:16 Date: 01/07/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
220	01/13/2015	Claims	1	EFT	WA Dept Licensing-Cpl	36.00	Concealed Pistol License
			001 - 586 00 01 000 -		Concealed Pistol Lic Disburse	36.00	Concealed Pistol License
221	01/13/2015	Claims	1	11805	Boys & Girls Clubs	6,250.00	Boys And Girls Club
			001 - 571 22 41 001 -		Professional Services	6,250.00	Boys And Girls Club
222	01/13/2015	Claims	1	11806	Cook's True Value	4.88	Velcro Strip
			001 - 521 20 31 000 -		Office & Operating Supplies	4.88	Velcro Strip
223	01/13/2015	Claims	1	11807	Lexipol LLC	4,450.00	Law Enforcement Policy Manual Subscription
			001 - 521 20 41 000 -		Professional Services	4,450.00	Law Enforcement Policy Manual Subscription
224	01/13/2015	Claims	1	11808	Mid-Columbia Library	14,869.91	Mid- Columbia Libraries
			001 - 572 20 51 000 -		Intergov't Professional Servic	14,869.91	Mid- Columbia Libraries
225	01/13/2015	Claims	1	11809	Moon Security	54.95	Basic Commercial Monitoring
			001 - 521 20 41 000 -		Professional Services	54.95	Basic Commercial Monitoring
226	01/13/2015	Claims	1	11810	Pocketinet Communications	398.00	Wide Area Network, Dedicated 3 Mbps
			001 - 518 88 42 000 -		Communications	398.00	Wide Area Network, Dedicated 3 Mbps
227	01/13/2015	Claims	1	11811	Karen Rumsey	100.00	Lettering On New Police Sedan
			001 - 521 20 41 000 -		Professional Services	100.00	Lettering On New Police Sedan
228	01/13/2015	Claims	1	11812	WA Dept Of Enterprise Services	486.98	January Newsletter
			001 - 514 30 41 000 -		Professional Services	292.18	January Newsletter
			403 - 534 80 41 000 -		Professional Services	38.96	January Newsletter
			407 - 535 80 41 000 -		Professional Services	38.96	January Newsletter
			448 - 537 80 41 000 -		Professional Services	38.96	January Newsletter
			403 - 539 20 41 000 -		Professional Services	38.96	January Newsletter
			102 - 542 90 41 000 -		Professional Services	38.96	January Newsletter
229	01/13/2015	Claims	1	11813	WA Finance Officers Assoc	150.00	WFOA Membership Renewal
			001 - 514 23 49 000 -		Miscellaneous	150.00	WFOA Membership Renewal
230	01/13/2015	Claims	1	11814	WA Municipal Clerks Assoc	425.00	WMCA Conference
			001 - 514 30 49 000 -		Miscellaneous	425.00	WMCA Conference
						27,030.92	
						38.96	
						77.92	
						38.96	
						38.96	
						27,225.72	Claims: 27,225.72

[Handwritten Signature]

Signature

01/15

Date

Recommended City Council Action/Suggested Motion:

Approve Progress Bill No. 7 in the amount of \$13,906.25 for work performed by HLA, Inc., through November 30, 2014, for preliminary engineering and design on the Old Inland Empire Highway Improvements Project and authorize the Mayor to sign the documents.

<u>Reviewed by Department Director:</u> 	<u>Reviewed by City Attorney:</u> 	<u>Approved by Mayor:</u> <i>Not Available-</i>
Date: 1/8/15	Date: 12/11/14	Date:
<u>Today's Date:</u> 12/11/14	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>



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

City of Prosser
 601 Seventh St.
 Prosser, WA 99350

Invoice number 13093E-008
 Date 12/01/2014

Project 13093E Prosser - Old Inland Empire
 Highway Improvements

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

FOR:

Professional Engineering and Land Surveying Services in connection with the Old Inland Empire Highway Improvements project, per your request, for services performed November 1 through November 30, 2014.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design Plans, Specifications and Estimate	284,700.00	37.20	92,014.85	105,921.10	13,906.25
Total	284,700.00	37.20	92,014.85	105,921.10	13,906.25

Invoice total 13,906.25

HUIBREGTSE, LOUMAN ASSOCIATES, INC.

Jeffrey T. Louman, PE
 President

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

Local Programs Progress Billing

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

Progress Bill No: 7
 Final Progress Bill? No
 Billing Period from: 11/1/2014
 through: 11/30/2014

	1	2	3	4	5	6	7	8
	Total Eligible This Period	Total Eligible To Date	Participation Rate	Amount Claimed This Period <i>Col 1 x Col 3</i>	Amount Claimed Prior Periods	Total Claimed To Date <i>Col 4 + Col 5</i>	Amount Authorized Per Agreement	Remaining Federal Funds <i>Col 7 - Col 6</i>
PE TA-5331				0.00		0.00		0.00
10 Consultant	13,906.25	105,921.10	86.5000%	12,028.91	79,592.85	91,621.76	246,235.00	154,613.24
<i>Total Preliminary Engineering</i>	13,906.25	105,921.10		12,028.91	79,592.85	91,621.76	246,235.00	154,613.24
RW				0.00		0.00		0.00
				0.00		0.00		0.00
<i>Total Right of Way</i>	0.00	0.00		0.00	0.00	0.00	0.00	0.00
CN				0.00	0.00	0.00	0.00	0.00
30 Contract	0.00	0.00	86.5000%	0.00	0.00	0.00	0.00	0.00
				0.00		0.00		0.00
				0.00		0.00		0.00
				0.00		0.00		0.00
CE				0.00	0.00	0.00	0.00	0.00
31 Consultant	0.00	0.00	86.5000%	0.00	0.00	0.00	0.00	0.00
				0.00		0.00		0.00
<i>Total Construction</i>	0.00	0.00		0.00	0.00	0.00	0.00	0.00
TOTAL PROJECT	13,906.25	105,921.10		12,028.91	79,592.85	91,621.76	246,235.00	154,613.24

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

 Signee - Paul Warden
 Mayor
 Title

 Date

 Approved by Regional Local Programs Office

 Date

Return to Regional Local Programs Office

Revised 09/2008

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No.10 in the amount of \$4,712.00 for the Zone 2.5 Water Supply Improvements Project and authorize the Mayor to sign the documents.	Meeting Date: January 13, 2015 Regular Meeting
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------

Department: Public Works	Director: L.J. DaCorsi	Contact Person: L.J. DaCorsi	Phone Number: (509) 786-2332
------------------------------------	----------------------------------	----------------------------------------	----------------------------------------

Cost of Proposal: Estimated Total Project Cost - \$881,500.00 DWSRF Invoice Voucher Request No. 10 - \$4,712.00	Account Number:
Amount Budgeted: Funding derived through an approved low-interest loan from the Drinking Water State Revolving Fund (DWSRF)	Name and Fund# Zone 2.5 Water Supply Improvements Fund 420

Reviewed by Finance Department:
 Project Total YTD = 109,195.25
 Remaining = 772,304.75

- Attachments to Agenda Packet Item:**
1. Public Works Board - DWSRF Project Status Report
 2. WA State Department of Commerce Form A19-1A Voucher Distribution for \$4,712.00 dated 11/01/14 - 11/30/14
 3. HLA Invoice Number 13109E-012 for \$4,712.00, dated 12/01/2014
 4. WSDOH Invoice E001101- Nov. 13. 2014- PAID by City of Prosser
 5. Project Cost To Date Breakdown Sheet, dated 12/10/2014

Summary Statement:

The City of Prosser applied for and received 2013 Drinking Water State Revolving Fund (DWSRF) loan monies to construct 4,000 linear feet of new 12" water transmission main from the Water Treatment Plant on SR 22 to the Painted Hills Booster Station. Included in the project is the demolition of the Booster Station and retiring of service of the Painted Hills Reservoir which will no longer be necessary upon project completion. The total original contract amount is \$890,315.00. The project budget is \$881,500.00 and the loan fee is \$8,815.00.

Expenses to Date - \$109,195.25
 Loan Balance - \$772,304.75

This Agenda Bill is to approve the DWSRF Invoice Voucher Request No. 10 in the amount of \$4,712.00 for engineering services to date on this project and authorize the Mayor to sign the documents. This cost includes Project Administration, Design, Final Plans and Specifications.

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

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 10 in the amount of \$4,712.00 for the Zone 2.5 Water Supply Improvements Project and authorize the Mayor to sign the documents.

Reviewed by Department Director:

Not Available-

Date:

Today's Date:

December 15, 2014

Reviewed by City Attorney:



Date: *12/18/14*

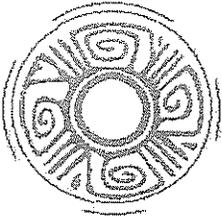
Revision Number/Date:

Approved by Mayor:

Not Available-

Date:

File Name and Path:



**Washington State
Public Works Board**

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

DWSRF PROJECT STATUS REPORT

Submitter: Paul Warden - Mayor

Date of Submission: _____

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

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

1) Project Progress

Please describe the progress you have made to date on your project's scope of work (see Attachment A in your contract).
Design engineering, and environmental compliance required for the project are complete. The project received nine bids on 12/02/14 with a low bid from Mountain States Construction. Construction is anticipated to begin in January 2015.

Approximately, what percentage of the project is complete?	12	%
------------------------------------------------------------	----	---

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

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

2) Disadvantaged Business Enterprises (DBEs)

Did you award any DBE contracts this Quarter? NO

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

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

3) Federal Funds Expenditures

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

During the fiscal year, how much has your system expended in (all sources) federal funds? \$1,966,941.29
(2014)

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

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

4) Dedicated Repayment Account (Private Systems Only)

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



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

City of Prosser
 601 Seventh St.
 Prosser, WA 99350

Invoice number 13109E-012
 Date 12/01/2014

Project **13109E Prosser - Zone 2.5 Water Supply Improvements**

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

FOR:

Professional Engineering Services in connection with the Zone 2.5 Water Supply Improvements project, per your request, for services performed November 1 through November 30, 2014.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase 4 - Design and Final Plans and Specifications	92,900.00	99.00	88,255.00	91,971.00	3,716.00
Total	92,900.00	99.00	88,255.00	91,971.00	3,716.00

Phase 2 - Project Administration

	Hours	Rate	Billed Amount
Contract Administrator	2.00	109.00	218.00
Phase subtotal			218.00
Invoice total			3,934.00

HUIBREGTSE, LOUMAN ASSOCIATES, INC.

Jeffrey T. Louman, PE
 President

PHASE 1 - ENVIRONMENTAL COMPLIANCE

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

PHASE 2 - PROJECT ADMINISTRATION

Contract Amount: \$10,000.00
Total Amount Billed to Date: \$3,484.30
Contract Balance Remaining: \$6,515.70

PHASE 3 - EASEMENT ACQUISITION ASSISTANCE

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

PHASE 6 - TELEMETRY SYSTEM IMPROVEMENTS

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

15260

400-594-3441
AB x [Signature]



Office of Drinking Water

INVOICE

Engineering, Planning, and Sanitary Survey Review Form

TO: BRIAN CYPHERS
PROSSER, CITY OF
601 7TH STREET
PROSSER WA 993501243

Invoice Number	E001101	
Invoice Date	November 13, 2014	
Billing Period	30 days	EA

DATE	DESCRIPTION	QTY	COST	AMOUNT
10/1/14	REVIEW AND/OR APPROVAL OF PROJECT REPORT PROSSER, CITY OF BENTON COUNTY - PWS ID #69750 ZONE 2.5 WATER SUPPLY IMPROVEMENTS SUBMITTAL #: 14-1006	1	1	\$778.00
	DOH Share			<u>-\$0.00</u>
	Total			\$778.00

Payment due within 30 days. Interest shall accrue at 1% per month after 30 days.

Make Checks Payable to Department of Health

Return Lower Portion to:

Department of Health
PO Box 1099
Olympia, WA 98507-1099

Office of Drinking Water
Engineering, Planning, and Sanitary Survey Review Form

NAME	PROSSER, CITY OF	
INVOICE NUMBER	E001101	
INVOICE DATE	11/13/2014	14-1006 EA
AMOUNT	\$778.00	

Return to:
Department of Health
Revenue Section
PO Box 1099
Olympia, WA 98507-1099

DOH Form #331-332

For persons with disabilities, this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (TTY 1-800-833-6388).

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Approve Resolution No. 15-_____ approving the Interlocal Cooperation Agreement between the City of Prosser and Benton County for the Bituminous Surface Treatment Program 2015 and authorize the Mayor to sign the agreement.		<u>Meeting Date:</u> January 13, 2015 Regular Meeting	
<u>Department:</u> Public Works	<u>Director:</u> L.J. Da Corsi	<u>Contact Person:</u> L.J. Da Corsi	<u>Phone Number:</u> (509) 786-2332
<u>Cost of Proposal:</u> \$80,000 - \$85,000		<u>Account Number:</u>	
<u>Amount Budgeted:</u> (\$80,000) Funds to be received through the Transportation Benefit District.		<u>Name and Fund#</u> Transportation Benefit District (TBD)	
<u>Reviewed by Finance Department:</u> 			
<u>Attachments to Agenda Packet Item:</u> <ol style="list-style-type: none"> 1. Interlocal Cooperation Agreement Bituminous Surface Treatment 2015 from Benton County Public Works. 2. Exhibit "A" - List of streets to be seal coated 3. Exhibit "B" City of Prosser Resolution No. 15-_____ 4. Exhibit "C" Benton County Resolution 			
<u>Summary Statement:</u> <p>The City of Prosser is in need of street maintenance/preservation and bituminous surface treatment BST or seal coat is a necessary part of this maintenance. The program involves specialized equipment and trained technicians and therefore the City must rely upon private contractors to perform this work properly. In addition, qualified technical engineers are often required to be on site and assure the application of materials meets standards.</p> <p>The City is lacking in equipment and qualified personnel to perform these functions whereas Benton County is properly qualified and staffed to carry out a BST program. In order for the City to overcome this hardship in the lack of equipment and staffing they must utilize other government agency resources such as those already available from the County. To properly achieve this, an Interlocal Cooperation Agreement between the City and the County is required especially for this program.</p>			

<u>Consistent with or Comparison to:</u> Previous Interlocal Agreements for the chipseal program through Benton County.		
<u>Recommended City Council Action/Suggested Motion:</u> Approve Resolution No. 15-____ approving the Interlocal Cooperation Agreement between the City of Prosser and Benton County for the Bituminous Surface Treatment Program 2015 and authorize the Mayor to sign the agreement.		
<u>Reviewed by Department Director:</u> <i>Not Available -</i>	<u>Reviewed by City Attorney:</u> 	<u>Approved by Mayor:</u> <i>Not Available -</i>
<u>Date:</u> <u>Today's Date:</u> January 5, 2015	<u>Date:</u> 1/5/14 <u>Revision Number/Date:</u>	<u>Date:</u> <u>File Name and Path:</u>

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

**INTERLOCAL COOPERATION AGREEMENT
BITUMINOUS SURFACE TREATMENT 2015**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Prosser whose address is 601 7th Street; Prosser, Washington, 99350 (hereinafter "the City") and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, in the interest of public safety and motor vehicle traffic safety, the City desires to have Benton County seal coat certain city streets as defined in **Exhibit "A"**, in conjunction with Benton County's 2015 Bituminous Surface Treatment Program; and

WHEREAS, the parties hereto agree that Benton County should act as the Contract Administrator pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 through RCW 35.21.740 and in furtherance thereof, Benton County will execute the contract for the convenience and benefit of the City.

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

1. **Contract Administration.** Benton County agrees to administer and oversee implementation of the bituminous surface treatment of certain city streets as defined in **Exhibit "A"**, attached hereto and by this reference incorporated herein. Benton County contract administration responsibilities will include the following:
 - A. The preparation of plans, specifications, estimates, and bid solicitation documents.
 - B. The selection of a contract in accordance with all federal, state, and local laws and bidding requirements.
 - C. The execution of the Bituminous Surface Treatment 2015 contract and administration oversight of contract implementation.

- D. The submission to the City of a certified statement setting forth all of Benton County's labor, engineering services, equipment, supplies and expenses involved in project design and contract administration.
 - E. Certify all payrolls to ensure that the amounts are appropriate for the local area and in compliance with all federal, state and local laws.
 - F. Ensure that the contractor complies with all provisions of the seal coat contract and that all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations, and standards.
2. **Responsibilities of the City of Prosser:** The City shall have the following duties and responsibilities under this Agreement:
- A. Approve all specifications, plans, estimates, bid documents, and contract provisions.
 - B. Pay directly to Benton County all amounts set forth in certified statements of Benton County's labor, engineering services, equipment, supplies, and expenses involved in project design and contract administration allocated to the specific project described herein within thirty (30) days of receipt of a certified statement of these documents.
 - C. City maintenance forces shall have all streets listed in **Exhibit "A"** crack sealed, patched, and power broomed prior to the bituminous surface treatment options. This work shall be completed by May 1, 2015.
 - D. City maintenance forces shall locate and cover all City monuments, manholes, water/sewer valves, and irrigation valves during the bituminous surface treatment operations for the roads listed in **Exhibit "A"**.
3. **Representation, Warranties, and Indemnities:**
- A. The City represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). The City agrees to assume and accept Benton County's contract obligations arising out of the City's portion of the Bituminous Surface Treatment 2015 contract to be executed between Benton County and the contractor, notwithstanding the fact that Benton County will actually sign said contract for the convenience and benefit of the City. The City shall not at any time allow Benton County to become responsible for actual payment of any amounts due to the contractor under the City's portion of the Bituminous Surface Treatment 2015 contract regardless of whether any dispute may arise with said contractor.
 - B. Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). Benton County shall not at any time allow the City to become responsible for actual payment of any amounts due to the contractor under Benton County's portion of the Bituminous

Surface Treatment 2015 contract regardless of whether any dispute may arise with said contractor.

- C. Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party. In addition, Benton County shall indemnify the City for any damages recovered from the performance bond of the contractor.
4. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2015.
5. **Termination of Agreement.** This Agreement may be terminated by either party, by providing written notice to the designated contacts for each party identified in Section 12 of this Agreement. This written notice must be served on the other party within sixty days (60) of the date of termination.
6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
7. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
8. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
9. **Entire Agreement.** This Agreement, including **Exhibit "A"** and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. This Agreement cannot be orally modified, and any proposed changes that are mutually agreed upon must be incorporated by written amendment hereto.
10. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement *informally through discussions* at the staff level. In the event disputes cannot be resolved *informally* at the staff level, then the

parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

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

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

To Benton County:

Benton County Public Works
P.O. Box 1001
Prosser, WA 99350-0954

To City of Prosser:

City of Prosser
601 7th Street
Prosser, WA 99350

13. Filing of Agreement. Executed copies of this agreement shall be filed as required by RCW 39.34.040 prior to this agreement becoming effective.

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

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

CITY OF PROSSER,
WASHINGTON

BENTON COUNTY,
WASHINGTON

By: _____
Mayor

By: _____
Chairman, Board of County
Commissioners

Attest:

Attest:

City Clerk

Clerk of the Board

Date: _____

Date: _____

Approved as to form:



Attorney, City of Prosser

Date: _____

Approved as to form:



Benton County Prosecuting Attorney

Date: 12/18/2014

Exhibit "B"

CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 15- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PROSSER APPROVING INTERLOCAL
COOPERATION AGREEMENT BETWEEN THE CITY OF
PROSSER AND BENTON COUNTY REGARDING THE
BITUMINOUS SURFACE TREATMENT 2015

WHEREAS, the City of Prosser has a need to preserve its streets through a street maintenance program that includes bituminous surface treatment, and

WHEREAS, the City of Prosser does not have the equipment, resources, materials or available staffing to adequately perform a bituminous surface treatment to seal coat its streets, and

WHEREAS, the City has selected certain streets within the City limits to be seal coated, and

WHEREAS, the City has a bituminous surface treatment seal coat maintenance plan for street preservation, and

WHEREAS, the City of Prosser desiring to have certain streets within the City limits seal coated, has requested that Benton County undertake the seal coating of those streets as part of Benton County's contract to seal coat, and

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

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

THEREFORE, BE IT RESOLVED, that the Interlocal Agreement by and between the City of Prosser and Benton County for the Bituminous Surface Treatment 2015 is hereby approved and the Mayor is authorized to sign said agreement.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this _____ day of _____, 2015.

MAYOR PAUL WARDEN

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM

A handwritten signature in black ink, consisting of several overlapping, sweeping strokes that form a stylized, elongated shape.

HOWARD SAXTON, CITY ATTORNEY

Exhibit "C"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY TO SEAL COAT ROADS

WHEREAS, Benton County will be seal coating County roads as a part of the Bituminous Surface Treatment 2015 program, and

WHEREAS, the City of Prosser desiring to have certain streets within the City limits seal coated, has requested that Benton County undertake the seal coating of those certain streets as a part of Benton County's contract to seal coat, and

WHEREAS, an Interlocal Agreement, expiring December 31, 2015, defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Prosser, and

WHEREAS, the Public Works Director/County Engineer has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Prosser and Benton County for the Bituminous Surface Treatment 2015 is hereby approved and the Chairman is authorized to sign said agreement.

Dated this _____ day _____ 2015.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Orig.: Public Works

S. Christen

**CITY OF PROSSER, WASHINGTON 601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL WORK SESSION
TUESDAY, NOVEMBER 4, 2014**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by “Kids That Care” award recipients Havoc Prieto and Wyatt Ohler.

ROLL CALL

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

Others in attendance were Finance Director Mauras, Finance Manager Yost, Police Chief Giles, and Public Works Director DaCorsi.

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Member Everett advised the Fire District budget was approved at the last regular Board meeting. A copy of the budget document has been provided to the Finance Director.

Council Member Aubrey stated he and other Council Members attended a great training hosted by City Clerk Shaw on Open Public Meetings and the Public Records Act.

Veteran’s Day Proclamation

Mayor Warden read aloud a proclamation regarding Veteran’s Day. Council Members Ward, Elder and Aubrey were also acknowledged as Veterans.

Historic Downtown Prosser Association (HDPa) Quarterly Report

Dan Smith, Executive Director thanked Council for their funding and continued support, reviewed the third quarter highlights and discussed upcoming programs.

Prosser Chamber of Commerce Quarterly Report

Humberto Rodriguez, Executive Director provided Council with an overview of the Third Quarter Report and touched on the highlights of the quarter including the State’s Day Parade which has proven to be the largest in Central Washington.

Council Member Taylor said he’d like to see the Chamber use the tour bus as a means of transportation for meetings.

Mr. Rodriguez advised the current contract does not allow for that however the Chamber is exploring options for a second van to utilize for that purpose.

DISCUSSION ITEMS

Review Draft Contract with Prosser Chamber of Commerce for Visitor Information and Tourism Services

Council Member Taylor stated he had previously asked staff to prepare a side-by-side comparison of the 2014 and 2015 Chamber budgets and a chart of revenues versus expenses and reserve funds. Finance Manager Yost explained that information will be made available at the next City Council meeting. Council discussed the proposed increases and objectives of the Chamber Board as it related to the proposed 2015 budget. Council expressed concern related to the proposed increases if reserves were to get depleted and whether or not the Chamber would be able to sustain services if that were to occur. Council directed staff to provide the financial items as discussed and bring back the Chamber of Commerce contract at the next Regular Business Meeting for Council's consideration.

Review Ordinance Increasing Salaries for Non-Union Employees by a Cost of Living Allowance in the Amount of 2% Effective January 1, 2015

Council discussed the proposed salary adjustment for non-union salaried employees in addition to the COLA and reviewed the potential budget impact. Council Member Hamilton stated he would like to see staff get a total of a ten percent increase including the COLA.

Review Ordinances Regarding the Setting of Property Taxes and Ad Valorem Taxes for the City of Prosser for Fiscal Year 2015

After reviewing the proposed ordinance, Council directed staff to bring back a one percent property tax and ad valorem tax ordinance for Council's consideration and action at the next regular meeting.

Review Proposed Amendment to the 2014 Budget for the Criminal Justice Fund, Transportation Benefit District Fund (103) and for the Water Fund (403)

Finance Manager Yost explained the proposed budget amendment for the 2014 Budget was related to the Transportation Benefit District Fund 103, Criminal Justice Fund 148 and the Water Fund 403 and discussed the impacts.

September 2014 Quarterly Financial Report

Council commended staff on the detailed information outlined in the report. Finance Director Mauras provided an overview of the report and discussed the highlights throughout. Council inquired about the costs savings related to the transfer of dispatch services with South East Communications (SECOMM). Finance Manager Yost explained without doing an in-depth study and analysis of the impacts, it is difficult to pinpoint the exact dollar amount, however, the cost savings are best recognized in the way the City is able to budget. In years past the revenues and expenditures were difficult to balance and now the City is in a much better financial position.

2015 Budget

Finance Director Mauras reviewed a summary of Council discussion and direction at previous budget workshops and outlined the remaining decision points needed. A *Utility Rate Scenario* handout was provided to Council and there was discussion regarding the various water, sewer, garbage and irrigation rates as presented. After much discussion, Council directed staff to move

forward with Option No. 1 which was water rate increase at 4%, sewer at 4.5%, irrigation at 3% and garbage at a 0% increase.

MAYOR AND COUNCIL REPORTS AND COMMENTS CONTINUED

Council Member Everett provided an update on the Prosser Regional Fire Authority.

Mayor Warden stated he and Council Member Ward will be attending the Association of Washington Cities (AWC) meeting on Wednesday, November 5, 2014.

Council Member Hamilton stated he would like to see the City outright ban any edible marijuana related products.

ADJOURNMENT

There being no further business before the City Council at this time, the Work Session of the Prosser City Council was adjourned at 9:14 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

**CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL SPECIAL MEETING
TUESDAY, NOVEMBER 18, 2014**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

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

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

CITIZEN PARTICIPATION

[Clerk's Note: Citizen Participation was considered during the applicable agenda items.]

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Member Becken advised Ben-Franklin Transit recently sold advertisement to be placed on the side of the buses that it doesn't necessary agree with or support however due to freedom of speech, the transit company is obligated to display it. The advertisement reads "Don't Believe in God. You're Not Alone" and provides a website to go to.

Council Member Taylor reported the Regional Fire Authority ballot measure did pass.

Mayor Warden stated staff has been doing an audit of rental properties in order to ascertain which property owners need to enroll in the Crime Free Rental Housing Program. Some residents have already complained to Mayor Warden indicating their displeasure with being contacted.

Mayor Warden showed a video from the Association of Washington Cities (AWC), Strong Cities, Strong State meeting that he and Council Member Ward recently attended. Mayor reviewed the highlights and discussed the Legislative Agenda.

CONSENT AGENDA

Council Member Taylor requested Item "G" be removed from the Consent Agenda. A motion was made by Council Member Taylor, seconded by Council Member Everett to approve Consent Agenda Items "A – F." Motion passed 7 YES, 0 NO, 0 ABSENT.

- a. Approve Payment of Payroll Checks Nos. 600248 through 600268 in the Amount of \$29,790.82 and Direct Deposits in the Amount of \$138,329.54, for the Period Ending November 14, 2014

- b. Approve Payment of Claim Checks Nos. 11466 through 11477 and 11479 through 11564, in the Amount of \$477,235.62 and Electronic Payments in the Amount of \$122,782.67, for the Period Ending November 18, 2014
- c. Accept Monthly Report by Prosser Economic Development Association for the Month of October 2014 and Authorize Payment for those Services in the Amount of \$2,166.66 and Authorize Payment in the Amount of \$1,416.67 for Grant Writer Services
- d. Approve the DWSRF Project Completion Report for the Disinfection, Filtration, and Source Improvement Project and Request the Final Funding Request in the Amount of \$199,980
- e. Grant the Right of Way Easement to Benton PUD and Authorize the Mayor to Sign the Easements Documents
- f. Approve the Developer's Agreement Between the City of Prosser and Benton PUD for the Installation of an Underground Electrical Distribution System to the 3MG Reservoir and Authorize the Mayor to Sign the Documents

Council Member Taylor expressed his concern with the proposed contract with the Prosser Chamber Commerce, noting the increase in funding request which could potentially drain the reserve fund. Council Member Everett agreed with Council Member Taylor's comments and added more money needed to retained in the reserve fund rather than spent down.

Rob Siemens, Chamber Board Member, stated a portion of the request for an increase in funding would go towards hiring a full time employee for advertising at the Walter Clore and Culinary Center as outlined in the "Marketing Plan." A private citizen has contacted the Chamber and advised they would match the \$20,000 requested in order to fund the much needed position.

Fred Lamb, Chamber Board Member, expressed the importance of funding the Chamber's request at the full amount \$132,000 and elaborated on the thought process behind the request and the plan outlined in the contract.

Council Member Taylor agreed with the need however, said that did not negate the concern with overspending without proper reserves in place.

Mr. Lamb stated the Chamber has plans in place to restore the reserve fund and fully believe the efforts of the new marketing position will help accomplish that goal and further stated Council Member Everett was at the Hotel/Motel and TPA Board meetings when this topic was discussed in full detail. At the time Councilman Everett was in agreement with the proposed Marketing Plan.

Council Member Everett stated yes, he was in agreement at that time however now looking at the numbers he shares Councilman Taylor's concerns. He did not disagree that the request was a great use of expenditures but he would rather be conservative and cut back in other areas.

Abbey Cameron, Walter Clore and Culinary Center Executive Director, spoke in favor of the proposed Marketing Plan and the tremendous impact they anticipate will follow if funded. Additionally Ms. Cameron stated the proposed Chamber budget was already very lean and the Market Plan would help build reserves back up.

Discussions continued regarding the Marketing Plan and hopes to increase the reserve fund.

A motion was made by Council Member Aubrey, seconded by Council Member Becken to approve Item "G". Motion passed 5 YES, 2 NO (Taylor, Everett), 0 ABSENT.

- g. Approve the Contract with Prosser Chamber of Commerce for Tourist Information and Promotion Services for the Term of January 1, 2015 through December 31, 2015, in an Amount not to Exceed \$132,000 and Authorize the Mayor to Execute the Agreement

COUNCIL ACTION

APPROVE PAYMENT OF CLAIM CHECK NO. 11478 IN THE AMOUNT OF \$61,301.18 FOR THE PERIOD ENDING NOVEMBER 18, 2014

Council Member Hamilton recused himself due to a conflict of interest. A motion was made by Council Member Everett, seconded by Council Member Becken to approve payment of claim check no. 11478 in the amount of \$61,301.18 for the period ending November 18, 2014. Motion passed 6 YES, 0 NO, 0 ABSENT, 1 ABSENTION (Hamilton).

ADOPT ORDINANCE NO. 14-2911 AMENDING THE 2014 BUDGET FOR THE TRANSPORTATION BENEFIT DISTRICT FUND (103) AND FOR THE WATER FUND (403)

A motion was made by Council Member Taylor, seconded by Council Member Ward to adopt Ordinance No. 14-2911 amending the 2014 Budget for the Transportation Benefit District Fund (103) and for the Water Fund (403). Motion passed 7 YES, 0 NO, 0 ABSENT.

ADOPT ORDINANCE NO. 14-2912 SETTING AD VALOREM TAXES FOR THE CITY OF PROSSER FOR FISCAL YEAR 2015 AND ADOPT ORDINANCE NO. 14-2913 SETTING ANNUAL PROPERTY TAX LEVY FOR FISCAL YEAR 2015

A motion was made by Council Member Taylor, seconded by Council Member Elder to adopt Ordinance No. 14-2912 setting Ad Valorem Taxes for the City of Prosser for fiscal year 2015 and authorizing an increase in the amount of 1%. Motion passed 7 YES, 0 NO, 0 ABSENT.

A motion was made by Council Member Taylor, seconded by Council Member Becken to adopt Ordinance No. 14-2913 setting the annual Property Tax Levy for the City of Prosser for fiscal year 2015 and authorizing an increase in the amount of 1%. Motion passed 7 YES, 0 NO, 0 ABSENT.

ADOPT ORDINANCE NO. 14-2914 INCREASING SALARIES FOR NON-UNION EMPLOYEES BY A COLA IN THE AMOUNT TO BE DETERMINED BY THE 100% US ALL CITIES CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W), JUNE TO JUNE, WHICH IS AN INCREASE OF 2% EFFECTIVE JANUARY 1, 2015

A motion was made by Council Member Taylor, seconded by Council Member Everett to adopt Ordinance No. 14-2914 increasing salaries for non-union employees by a COLA in the amount to be determined by the 100% US All Cities Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), June to June, which is an increase of 2% effective January 1, 2015. Motion passed 7 YES, 0 NO, 0 ABSENT.

COUNCIL DISCUSSION

Prior to entering into budget discussions, Mayor Warden advised that revenue projections are ahead by approximately \$35,000. Mayor asked if Council would authorize a transfer into the Street Fund to partially fund tree removal on Wamba Road which is estimated to cost roughly \$54,000. There was discussion regarding the ownership of the trees and the right-of-way. Council directed staff to enter into conversations with members of the Home Owner's Association affiliated with the homes along Wamba Road in hopes to sharing in the cost to have the trees removed.

2015 BUDGET

Budget Discussion

Finance Director Mauras summarized previous Council discussion and direction regarding the General Fund, Criminal Justice Fund, and the Street, Water including Irrigation, Sewer and Garbage Funds.

Finance Manager Yost advised staff anticipated discussing the Garbage Fund at the November 25, 2014, Regular City Council Meeting when representatives from Basic Disposal Inc., are scheduled to present their Annual Report to Council.

Finance Director Mauras led the discussion on the Street Fund.

Council Member Aubrey expressed his great concern with the condition of many City streets and the overall lack of funding to repair them. He and Councilman Ward stated their displeasure with taxing citizens with the Transportation Benefit District (TBD) \$20.00 car tab fee, and not having anything to show for the tax.

Mayor Warden advised there were only \$90,000 in revenue collected from the TBD tax which is not enough to pay for any large projects.

Discussions ensued regarding the need to get money into the street fund in order to fix the streets and if other areas of the budget should get cut back or transferred to fund much needed projects.

Mayor Warden said he and staff will work on options to bring back at the next City Council meeting for further discussion and consideration.

Finance Director Mauras provided a briefing of the Hotel/Motel and TPA Fund.

Council directed staff to close the Investigative and Narcotics Fund and move monies to the Criminal Justice Fund

Finance Director Mauras reviewed all of the directions given by Council and said staff would prepare a running total of each of the funds for the next Council meeting.

MAYOR AND COUNCIL REPORTS AND COMMENTS CONTINUED

Councilman Aubrey commended the Police Department for a job well done on a recent burglary case.

ADJOURNMENT

There being no further business before the City Council at this time, the Special Meeting of the Prosser City Council was adjourned at 9:05 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

**CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 25, 2014**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

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

[Clerk's Note: Council Member Everett arrived at 7:08 p.m.]

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

CITIZEN PARTICIPATION

Alice Perkins, 984 Campbell Drive, spoke to Council regarding the agreement between the City of Prosser and the property located at 1311 Bennett Avenue.

Darrick Dietrich, Basin Disposal, Inc., thanked Council for their continued support. Mr. Dietrich presented the Basin Disposal Inc., 2014 Annual Report and reviewed rate history, community service involvement such as extra pick-ups, recycling, cardboard containers, transfer station, and the Spring and Fall Clean Up events. Additionally Mr. Dietrich previewed with Council his developing idea on addressing green-waste, recycling items and typical garbage service.

Council thanked Mr. Dietrich for his efforts and his staff.

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Member Taylor

CONSENT AGENDA

Council Member Everett requested Item "B" be removed from the Consent Agenda and asked that it be considered at the end of the meeting. A motion was made by Council Member Everett, seconded by Council Member Taylor to approve Consent Agenda Items "A, C – H." Motion passed 7 YES, 0 NO, 0 ABSENT.

- a. Approve Payment of Claim Checks Nos. 11565 through 11605, in the Amount of \$562,616.81 and Electronic Payments in the Amount of \$176,084.21, for the Period Ending November 18, 2014

- c. Adopt RESOLUTION No. 14-1468 Approving the Local Agency Standard Consultant Agreement between the City of Prosser and Huibregtse, Louman and Associates, Inc., for Design of the Old Inland Empire Highway Improvements Project – Phase 2
- d. Adopt RESOLUTION No. 14-1469 Approving the Local Agency Standard Consultant Agreement between the City of Prosser and Huibregtse, Louman and Associates, Inc., for Design of the 7th Street ADA Ramp Improvements Project
- e. Approve Progress Bill No. 6 in the Amount of \$20,839.85 for Work Performed by HLA, Inc., Through October 31, 2014, for Preliminary Engineering and Design on the Old Inland Empire Highway Improvements Project and Authorize the Mayor to Sign the Documents
- f. Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 9 in the Amount of \$8,266.00, for the Zone 2.5 Water Supply Improvements project and Authorize the Mayor to Sign the Documents
- g. Approve September 9, 2014 Meeting Minutes
- h. Approve September 23, 2014 Meeting Minutes

Council Member Everett inquired about the timing of the Chamber of Commerce invoice and asked if the amount submitted for payment was in excess of the 2014 approved budget. Finance Manager Yost stated she could look up the information during the budget discussion portion of the meeting if Council wanted to take a brief recess. Council agreed to take a brief recess and will re-address Item “B” when more information is made available.

COUNCIL ACTION

CONSIDERATION OF ORDINANCES INCREASING WATER REVENUE BY 4% AND BULK WATER BY 8.7%

Council Member Taylor expressed his concern with the rate increases stating they were aggressive and would put a burden on some of the public. Council Members Hamilton, Everett, and Elder were in agreement with those statements.

Council reviewed the ordinance and additional information provided and stated their reluctance to raise rates which will negatively impact industry and burden home owners. Council chose to reconsider a 3% rate increase, weighted to the base rate and directed staff to report back on debt services, and reserve funds and to ensure those funds could be adequately funded. Staff will make the changes to ordinance per Council’s direction and bring it back for consideration at the next Regular City Council meeting.

CONSIDERATION OF ORDINANCE INCREASING SEWER REVENUE BY 4.5%

Council reviewed the ordinance and chose to reconsider a 2% rate increase, weighted to the base rate as with the water rate increase, requested that staff report back on debt services, and reserve

funds and to ensure those funds could be adequately funded. Staff will make the changes to ordinance per Council's direction and bring it back for consideration at the next Regular City Council meeting.

[Clerk's Note: At 8:10 p.m., the Council took a 5 minute recess.]

Cont. CONSENT AGENDA

Finance Manger Yost reported that after reviewing the contract and billing report, year-to-date the Chamber will be paid a total of \$95,500 which includes the \$13,000 invoice for Council's consideration. Per the contract, the last invoice of the year that the Chamber has yet to submit, will be in the amount of \$6,500 for a total of \$102,000 as approved in the contract.

A motion was made by Council Member Taylor, seconded by Council Member Ward to approve Item "B". Motion passed 6 YES, 0 NO, 1 ABSENT (Becken).

- b. Accept Invoice for Operation of the Visitor Center and Reimbursable Tourism and Promotional Expenses for the Month of September and Authorize Payment for Those Services in the Amount of \$13,000.00

COUNCIL DISCUSSION

2015 BUDGET

Summary of Council Discussion and Adjustments made to Proposed Budget

Finance Director Mauras provided an overview with Council a summary of Council discussion and direction during previous budget workshops and reviewed the proposed adjustments. There was discussion regarding the Garbage Fund and a review of the proposed adjustment to the administrative fee. Council approved of the approach.

Mrs. Mauras then continue to review the reserve funds and commented that she will bring back an updated budget document which will incorporate all of Council's changes.

MAYOR AND COUNCIL REPORTS AND COMMENTS CONTINUED

Council Member Hamilton expressed his desire for Council to discuss live, loud music at the City parks at a future City Council Work Session.

ADJOURNMENT

There being no further business before the City Council at this time, the Regular Meeting of the Prosser City Council was adjourned at 8:47 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

**CITY OF PROSSER, WASHINGTON 601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL WORK SESSION
TUESDAY, DECEMBER 2, 2014**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Prosser Heights Elementary “Kid that Cares” Savannah Johnson.

ROLL CALL

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

Others in attendance were City Clerk Shaw, Finance Director Mauras, and Finance Manager Yost.

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Member Elder stated there are approximately fifty volunteers serving at Jubilee Ministries. Mr. Elder stated Jubilee Ministries is a great organization doing good things in the community.

Boys and Girls Club Quarterly Report

Dena Lodahl, Executive Director provided a power point presentation regarding the third quarter’s highlights and discussed seasonal programs. Ms. Lodahl reported a panel of judges will be evaluating the Youth of the Year applicants and a winner will be announced on December 11, 2014. Additionally Ms. Lodahl advised she would like the winner to speak at a future City Council meeting.

Council Member Everett inquired about the current waiting list of students who have yet to receive service from the Club. Ms. Lodahl stated there are approximately 200 children on the list and the Board is working on a plan to reduce that number.

Mayor Warden thanked Ms. Lodahl for her hard work at the Club.

PUBLIC HEARING

2015 FINAL BUDGET

At 7:15 p.m., Mayor Warden recessed the Work Session of the Prosser City Council to conduct a Public Hearing regarding the 2015 Final Budget. Mayor Warden called for public comment, with none being offered. At 7:15 p.m., Mayor Warden closed the Public Hearing and the Work Session of the Prosser City Council was reconvened.

DISCUSSION ITEMS

2015 Budget Draft Ordinance

Finance Director Mauras presented the draft Budget ordinance and led the discussion with a high-level summary all the changes Council directed staff to incorporate into the budget document.

There was discussion regarding the proposed salary increase for the four non-union employees as presented and the potential impacts to the 2015 Budget.

Council Member Taylor stated that by not giving the salary increase to the four employees as the results from the salary study suggest in order to get them to a middle-average pay level, than those four employees will just fall further behind. Instead of making the increase 8% with a 2% COLA, the increase should be authorized at a 10% increase with an additional 2% COLA.

Council Member Everett disagreed and stated he felt the increase should not even be considered at 8%, indicating that was too high.

Council Member Taylor said the information Council was provided in the salary study was sound and illustrated that each of the four positions being considered were currently being paid well below the State average. The staff proposal for a 10% increase does not even get those employees to an average pay level; they will still fall below the State average for each of their positions.

Councilman Everett said he would like to see the Mayor have a merit system in place to determine pay increases based on performance.

Councilman Hamilton stated that the four individuals were worth every penny of the proposed 10% increase and Council should authorize it at that level.

Councilman Taylor said he would feel more comfortable if the debate regarding the issue was discussed with a full Council.

Council and Mayor agreed.

ADJOURNMENT

There being no further business before the City Council at this time, the Work Session of the Prosser City Council was adjourned at 7:39 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

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

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

CITIZEN PARTICIPATION (None)

[Clerk's Note: Item 6a was moved forward on the agenda.]

COUNCIL ACTION

CONSIDERATION OF RESOLUTION NO. 14-1470 DECLARING THE POLICE CANINE BOSCO AS RETIRED AND AUTHORIZING THE SALE OF BOSCO TO HIS HANDLER, OFFICER SHANE HELLYER

A motion was made by Council Member Taylor, seconded by Council Member Everett to adopt Resolution No. 14-1470 declaring the Police Canine Bosco as retired and authorizing the sale of Bosco to his handler, Officer Shane Hellyer. Motion passed 6 YES, 0 NO, 1 ABSENT (Ward).

Mayor Warden read aloud a certificate of appreciation and presented Officer Hellyer and a plaque thanking him for his service.

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Member Becken stated the Community Action Committee office will be open during the winter season.

CONSENT AGENDA

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

- a. Approve Payment of Payroll Checks Nos. 600269 through 600279 in the Amount of \$17,978.70, and Direct Deposits in the Amount of \$95,209.57, for the Period Ending December 9, 2014

- b. Approve Payment of Claim Checks Nos. 11606 through 11615 and 11617 through 11664, in the Amount of \$277,734.18, and Electronic Payments in the Amount of \$62,087.14, for the Period Ending December 9, 2014
- c. Accept Monthly Report by Prosser Economic Development Association for the Month of November 2014 and Authorize Payment for Those Services in the Amount of \$2,166.66 and Authorize Payment for those Services in the Amount of \$1,416.67 for Grant Writer Services
- d. Approve the October 2014 Financial Statement
- e. Approve the USDA Final Outlay Report and Draw Request No. 35 in an Amount of \$225,834.77, for Costs Associated with the Northwest Prosser Water and Sewer System Improvements Project (Contract Addendum No. 2) and Authorize the Mayor to Sign the Agreement
- f. Approve a Construction Contract to Mountain States Construction Company in the Amount of \$548,098.18, Contingent Upon Funding Agency Approval, for the Zone 2.5 Water Supply Improvements and Authorize the Mayor to Sign the Contract
- g. Approve October 7, 2014 Meeting Minutes
- h. Approve October 14, 2014 Meeting Minutes
- i. Approve October 28, 2014 Meeting Minutes

COUNCIL ACTION

APPROVE PAYMENT OF CLAIM CHECK NO. 11616 IN THE AMOUNT OF \$61,375.30, FOR THE PERIOD ENDING DECEMBER 9, 2014

Council Member Hamilton recused himself due to a conflict of interest. A motion was made by Council Member Taylor, seconded by Council Member Everett to approve payment of claim check no. 11616 in the amount of \$61,375.30, for the period ending December 9, 2014. Motion passed 5 YES, 0 NO, 1 ABSENT (Ward), 1 ABSENTION (Hamilton).

REVIEW AND CONFIRM THE APPOINTMENTS VARIOUS BOARDS, COMMISSIONS AND COMMITTEES AS APPOINTED BY MAYOR WARDEN

A motion was made by Council Member Taylor, seconded by Council Member Everett to confirm the appointments to various boards, commissions, and committees as appointed by Mayor Warden. Motion passed 6 YES, 0 NO, 1 ABSENT (Ward).

A motion was made by Council Member Everett, seconded by Council Member Taylor to confirm the appointment of Jay Boyle to the Planning Commission Position No. 6 as appointed by Mayor Warden. Motion passed 6 YES, 0 NO, 1 ABSENT (Ward).

CONSIDERATION OF ORDINANCE NO. 14-2915 INCREASING SEWER REVENUE BY 2% AND SETTING RATES

A motion was made by Council Member Taylor, seconded by Council Member Becken to adopt Ordinance No. 14-2915 increasing sewer revenue by 2% and setting rates for this purpose. Motion passed 6 YES, 0 NO, 1 ABSENT (Ward).

CONSIDERATION OF ORDINANCE NO. 14-2916 INCREASING WATER REVENUE BY 3% AND SETTING RATES AND CONSIDERATION OF ORDINANCE NO. 14-2917 INCREASING RATES FOR BULK WATER BY 6.5%

A motion was made by Council Member Everett, seconded by Council Member Taylor to adopt Ordinance No. 14-2916 increasing water revenue by 3% and setting rates for this purpose. Motion passed 6 YES, 0 NO, 1 ABSENT (Ward).

A motion was made by Council Member Everett, seconded by Council Member Becken to adopt Ordinance No. 14-2917 increasing the rates for bulk water by 6.5%. Motion passed 6 YES, 0 NO, 1 ABSENT (Ward).

CONSIDERATION OF ORDINANCE NO. 14-2918 AMENDING THE ADMINISTRATIVE FEE CHARGED FOR GARBAGE SERVICE

A motion was made by Council Member Taylor, seconded by Council Member Aubrey adopt Ordinance No. 14-2918 amending the Administrative Fee charged for garbage service. Motion passed 6 YES, 0 NO, 1 ABSENT (Ward).

Council Member Everett inquired if there was an ordinance for consideration that would also amend the garbage rates fee.

Finance Manager Yost explained that staff did not feel it was necessary to prepare an ordinance because with the reduction in administrative fees as authorize the previously considered ordinance, became neutral and is therefore not necessary.

COUNCIL DISCUSSION

2015 GENERAL FUND BUDGET

Finance Director Mauras explained the budget document as presented incorporated all previous Council direction including the 10% salary increase for the four non-union employees with a 2% COLA as discussed at the last City Council meeting.

Councilman Taylor said the 2% difference over one year is equivalent to \$5,241 spread between the four employees and stated that if Council did not authorize the 10% increase with a 2% COLA, those staff members would just fall that much further behind the State average.

Council Member Becken said he was more comfortable with an 8% pay increase with a 2% COLA for a total of 10%.

Council Member Everett stated 8% was too high.
Councilman Hamilton said the increase should be at 8% with a 2% COLA. Council Member Aubrey agreed.

COUNCIL ACTION

CONSIDERATION OF ORDINANCE NO. 14-2919 ADOPTING THE 2015 BUDGET

A motion was made by Council Member Taylor, seconded by Council Member Aubrey to adopt Ordinance No. 14-2919 adopting the 2015 Budget.

ADD ON ITEM

In discussions with the City Attorney it was determined that a separated ordinance setting the garbage rates was needed. Staff proposed Council take a brief recess in order to prepare that ordinance for Council's consideration.

[Clerk's Note: At 7:23 p.m., the Council took a 5 minute recess.]

[Clerk's Note: At 7:28 p.m., it was stated that an additional 7 minutes was needed and the Regular meeting was recessed.]

[Clerk's Note: At 7:35 p.m., the Council stated 5 additional minutes were needed.]

[Clerk's Note: At 7:40 p.m., the Council stated 5 additional minutes were needed.]

COUNCIL ACTION ADD ON ITEM

CONSIDERATION OF ORDINANCE NO. 14-2920 SETTING GARBAGE RATES

A motion was made by Council Member Taylor, seconded by Council Member Elder to adopt Ordinance No. 14-2920 setting the garbage rates. Motion passed 6 YES, 0 NO, 1 ABSENT (Ward).

[Clerk's Note: The record reflected the City Clerk's authority to amend the error in spelling in the title and summary of the Ordinance.]

Council Member Taylor inquired if Council was planning to cancel the regularly scheduled meeting on December 23, 2014. Council was in agreement regarding the cancellation. Mayor Warden stated the Regular City Council meeting of December 23, 2014, was cancelled and the next meeting would be held in January.

ADJOURNMENT

There being no further business before the City Council at this time, the Regular Meeting of the Prosser City Council was adjourned at 7:49 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<p>Agenda Title: Consideration of Addendum No. 1 to Legal Services Contract for City Attorney, Howard Saxton, increasing the hourly rate at \$120/hour and setting the monthly fee of \$3,000 for criminal and prosecution duties for the City and authorize the Mayor to sign the Contract.</p>	<p>Meeting Date: January 13, 2015 Regular Meeting</p>
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Department:	Director:	Contact Person:	Phone Number:
Administration	Mayor Warden	Mayor Warden	(509) 786-8216

<p>Cost of Proposal: increase cost of \$14,350</p> <p>Amount Budgeted: increase of \$14,350</p> <p>General Fund = \$10,000 Street Fund = \$1,450 Water Fund \$1,450 Sewer Fund \$1,450</p>	<p>Account Number: (41) Professional Services</p> <p>Name and Fund# 001 - General Fund 102 - Street Fund 403 - Water Fund 407 - Sewer Fund</p>
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Reviewed by Finance Department:

Assumed increase amount of \$14,350 was included in the 2015 budget as outlined above.

JS

Attachments to Agenda Packet Item:

1. Contract Addendum No. 1

Summary Statement:

The cost of legal services provided by City Attorney, Howard Saxton was established at \$90/hour in 1995 (contract with Schneider and Saxton). The proposed contract amendment approves the rate increase of \$120/hour and \$3,000/month for criminal and prosecution. Currently the criminal and prosecution are billed by costs and time.

By way of comparable neighboring jurisdictions, Grandview's contracted Attorney bills at \$175/hour and the cities of Benton City and Sunnyside pay \$150/hour; neither provide criminal and prosecution work.

Per the approved 2015 Budget the increase is expected to total \$14,350 over previous years.

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

Approve Addendum No. 1 to Legal Services Contract for City Attorney, Howard Saxton, increasing the hourly rate at \$120/hour and setting the monthly fee of \$3,000 for criminal and prosecution duties for the City and authorize the Mayor to sign the Contract.

Reviewed by Department Director:

Not Available

Date:

Reviewed by City Attorney:

Conflict of Interest

Date:

Approved by Mayor:

Not Available

Date:

Today's Date:

January 5, 2015

Revision Number/Date:

File Name and Path:

Addendum No. 1
CONTRACT

THIS AGREEMENT is made and entered into this date by and between the City of Prosser, hereinafter the "City", and **Howard M. Saxton, III**, hereinafter referred to as "City Attorney," for and in consideration of the mutual covenants and conditions contained herein together with the consideration to be paid to the City Attorney. The parties hereto acknowledge that the City Attorney owns a portion of Saxton Riley PLLC and that other attorneys at Saxton Riley PLLC may, from time to time, perform services for the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1(b), COMPENSATION OF CITY ATTORNEY shall be amended as follows:

b. Compensation of City Attorney: For and in consideration of the above services the City agrees to pay to the City Attorney the sum of \$90 per hour plus costs for Prosecution services billed in increments of 5 minutes (review of police reports to determine whether criminal charges are warranted, prosecution of civil infractions, traffic infractions, and criminal citations filed in Benton County District Court) until February 1, 2015, at which time the City shall pay the sum of \$3,000 each month for criminal prosecution in Benton County District Court. For and in consideration of the above services, the City agrees to pay to the City Attorney the sum \$120.00 an hour for all other work performed by the City Attorney for or on behalf of the City, billed in increments of ten (10) minutes.

i. Expense reimbursement: City agrees to pay to the City Attorney, in addition to the above compensation, the following expenses and costs incurred by the City Attorney in his representation of the City:

(1). Court costs, filing fees, title report costs, witness fees, deposition and reporter costs, extraordinary costs of discovery or preparation of exhibits for trial purposes, process service costs, postage costs, fax costs, and copy costs.

(2). The City shall reimburse the City Attorney for travel, meals and lodging outside of the City of Prosser when incurred in the representation of the City on official business either at meetings, hearings, or trials wherein the City Attorney is representing the City or any of its officials.

(3). Staff Fees: City agrees to pay to the City Attorney the sum of \$40.00 an hour for all non-prosecution related work performed by the non-attorney staff of the City Attorney on behalf of the City.

(4). Additional provisions for the City Attorney: In addition to the above the City agrees to reimburse to the City Attorney the cost and maintenance of any special publications related to municipal corporation law agreed upon by the City and the City Attorney. The City also agrees to reimburse City Attorney for

increased cost of Malpractice Insurance caused by City Attorney's representation hereunder.

(5). Attendance at Seminars specifically designated for city attorneys including the WSAMA and AWC seminars and any such other legal seminars as the City and City Attorney may agree upon. The City agrees to reimburse in regards to such seminars the costs of travel, meals, and lodging incurred in the attendance at said meetings and seminars. Other than WSAMA, attendance at seminars shall be upon prior approval of the City Council.

Section 1(d), RESPONSIBLE PARTY shall be amended as follows:

d. Responsible Party: It is agreed by and between the parties hereto that the responsible party to act as City Attorney is Howard M. Saxton, III. However, during those times and on those occasions when Howard M. Saxton, III, is unavailable or when the need arises he may delegate such authority to other members of Saxton Riley PLLC or associates as the case may be, it being understood that the City shall be well and capably represented in all matters and the delegation and designation of such duties or authorities shall be the sole responsibility of Howard M. Saxton, III. The term associates shall be defined to include APR Rule 9 Legal Interns.

This amendment shall be effective January 14, 2015.

IN WITNESS WHEREOF the parties hereto have executed this Addendum No. 1, dated _____ 2015, to the Agreement for Professional Services.

CITY OF PROSSER

PAUL WARDEN, MAYOR

ATTEST:
(SEAL)

RACHEL SHAW, CITY CLERK

CITY ATTORNEY

Howard M. Saxton, III

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of a Mitigation Agreement between Prosser School District, Genesis Housing Services and the City of Prosser as it relates to the Prosser Family Housing Project, and authorize the Mayor to sign the agreement on behalf of the City of Prosser as lead agency.		Meeting Date: January 13, 2015 Regular Meeting	
Department: Planning	Director: Steve Zetz	Contact Person: Steve Zetz Howard Saxton	Phone Number: (509) 786-8212
Cost of Proposal: Staff time to set up a fund holding the mitigation amount until such time that the triggers for payment occur or the time frame expires (5 years) and the money is refunded to applicant.		Account Number:	
Amount Budgeted: \$0		Name and Fund#	
Reviewed by Finance Department:			
Attachments to Agenda Packet Item:			
1. Mitigation Agreement			
Summary Statement:			
The City of Prosser acting as lead agency has issued an MDNS (Mitigated Determination of Non-Significance) as it relates to the Prosser Family Housing Project at 480 North River Road. In order to comply with the mitigation imposed by the City the affected parties and applicant have agreed to voluntarily enter into an agreement.			
Consistent with or Comparison to:			
EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			

Recommended City Council Action/Suggested Motion:

Approve Mitigation Agreement between Prosser School District, Genesis Housing Services and the City of Prosser as it relates to the Prosser Family Housing Project, and authorize the Mayor to sign the agreement on behalf of the City of Prosser as lead agency.

<u>Reviewed by Department Director:</u> 	<u>Reviewed by City Attorney:</u> 	<u>Approved by Mayor:</u> <i>Not Available</i>
Date:	Date: <i>6/9/15</i>	Date:
<u>Today's Date:</u> January 9, 2015	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into the _____ day of January, 2015, by and between the PROSSER SCHOOL DISTRICT, a Washington municipal corporation ("School District") and GENESIS HOUSING SERVICES, a 501(c)3 Washington non-profit organization ("Genesis") and the CITY OF PROSSER, a Washington municipal corporation ("City" or "the City"), collectively, the Parties.

RECITALS

1. Project. The Genesis are proposing to develop the real property legally described in Exhibit 1, attached hereto and incorporated herein ("Property"). Genesis is proposing a 51-unit multi-family housing Project, generally referred to as the Prosser Opportunity Housing Project that will serve low income agricultural workers and low income workforce families on approximately 4.67 acres (exclusive of roads) of the Property ("Project"). The property is located at 480 N. River Road, Prosser, Washington 99350, Parcel No. 102842013437001 also known as Lot 1, Short Plat Number 3437.

2. Impacts of Development. The School District has evaluated the potential impacts of the Project on student population. The School District projects growth in student population as a result of this Project.

3. SEPA Determination. The City has identified certain impacts upon evaluation of the Project and review of public comment and has imposed mitigation through the SEPA process.

4. Addressing Effects on Schools. Based upon the analysis of the parties, Genesis has agreed to tender the following amounts to the School District in accordance with the terms of the City's SEPA determination and in exchange the School District shall not contest or otherwise appeal the City's SEPA determination:

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. School Mitigation Fees ("School Fees").

1.1 To offset and mitigate the impacts to facilities of the School District, Genesis shall pay a sum of TWENTY-ONE THOUSAND NINE HUNDRED FIFTY-NINE Dollars and 95/100ths (\$21,959.95) as a condition precedent to the issuance of a building permit for the planned Project. Genesis will enter into such an agreement with the City as necessary to:

a) Effectuate collection and tender of the school fee to a separate reserve fund managed by an escrow agent in accordance with the provisions set forth herein, and

b) Ensure written evidence of receipt of the School Fee is provided to Genesis and the School District within ten (10) business days of receipt of such School Fee by the escrow agent.

2. **Conditions for Disbursement.** In order for the School District to be eligible for receipt of the funds in the reserve account, the School District must purchase and install a portable classroom at the High School within 5 years of the Site Plan approval. Within 30 days of installation of the portable classroom the funds shall be remitted to the School District. In the event the School District passes a bond for the construction of a new high school within 5 years of Site Plan approval and the School Fee has not been remitted to the School District the amount may be used for the new High School construction.

3. **Refund; Termination of Account; No Protest.** If, on or before the fifth (5th) anniversary of Site Plan approval of the Project, a portable classroom has not been purchased and installed or a bond for a new high school has not been passed, the mitigation funds shall be returned to Genesis. Provided further, if a building permit for a new high school is not issued within (2) years after the bond passes, the mitigation funds shall be returned to Genesis.

4. **Escrow Agent.** The escrow agent may be the City or any licensed and authorized escrow agent doing business in Washington State agreed to by the parties. If the parties cannot agree on an escrow agent, the City may select such escrow agent.

5. **Waiver/Release.** Both Genesis and the School District agree that the City's determination of probable Project impacts and the City proposed mitigation is reasonably calculated to lower the probable significant adverse impacts of the Project below the threshold of significance. Accordingly, the Parties waive any right to appeal the City's SEPA determination and proposed mitigation and all permits related to the Project including the threshold determination.

6. **Miscellaneous.**

6.1 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

6.2 **Authority.** The party signing on behalf of the School District represents that he or she has full power and authority to execute this Agreement and bind the School District with respect to the obligations hereunder, and all necessary corporate, trust, partnership or other action to authorize this Agreement has been taken. The party signing on behalf of the Genesis represents that he or she has full power and authority to execute this Agreement and bind the Genesis with respect to the obligations hereunder, and all necessary corporate, trust, partnership or other action to authorize this Agreement has been taken. This Agreement shall not be final until an affirmative majority vote by Prosser City Council.

6.3 **Good Faith.** Each of the parties promises to act in good faith and to deal fairly toward the other in the implementation of the terms of this Agreement.

6.4 Legal Representation. Each party hereby stipulates that it has either been represented in negotiations for, and the preparation of, this Agreement by counsel of its choosing or does not deem the same necessary and therefore waives such right.

6.5 Entire Agreement. The Agreement, including the Recitals set forth herein, is the entire agreement between Parties with regard to the subject matter hereof, and supersedes any other prior or contemporaneous agreements existing between the parties with reference to such matters. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof.

6.6 Attorneys' Fees and Costs. In the event of any litigation brought by either party about the subject matter hereof, the prevailing party shall, in addition to any other relief, be entitled to recover reasonable attorneys' fees and costs.

6.7 Partial Invalidity and Inconsistency. Nothing contained herein shall be deemed to require either party to undertake an action that is otherwise prohibited from taking by applicable law or pre-existing written agreement. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, the same shall not cause the invalidity of the remainder of this Agreement. If such provision is deemed invalid due to its scope or breadth, such provisions shall be deemed valid to the extent of the scope or breadth permitted by law. Nothing in this Agreement is intended to render the mitigation fee or any portion thereof as revenue to the City. It is the parties' intention that the mitigation fee be considered revenue to the School District only upon the disbursement of such funds from escrow to the School District. If the provisions or funding mechanisms set forth herein are structured in such a way as to result in adverse, unintended tax consequences (i.e. classification of the mitigation fees as revenue to the City), then the parties hereto agree to cooperate in reforming this Agreement as necessary to effectuate the intent of the parties.

6.8 Modification. This Agreement may be modified, superseded or voided only in a writing of the same formality as this Agreement. Failure of the parties to act consistently with the terms of this Agreement does not waive, reform or nullify the terms of this Agreement.

6.9 No Third Party Beneficiaries. This Agreement is executed for the benefit of the Parties hereto. The Parties expressly disclaim any third party beneficiaries hereunder.

6.10 Counterparts. This Agreement may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Agreement as if each party signed on the same page.

6.11 Notices. Notices provided for or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; by prepaid telegram or telex; by overnight courier; or by email copy thereof (provided that in the case of email, the sending party receives verification of receipt). Notice given in accordance herewith shall be effective

upon receipt at the address of the addressee. For purposes of notice, the addressees of the parties shall be as follows:

If to the School District, to:

Ray Tolcacher
Superintendent
Prosser School District No. 116
1126 Meade Avenue, Suite A
Prosser, WA 99350
Telephone No.: (509) 786-3323 Ext. 13
Email: ray.tolcacher@prosserschools.org

With a copy to:

Rocky L. Jackson
Menke Jackson Beyer, LLP
807 N. 39th Avenue
Yakima, WA 98902
Telephone No.: (509) 575-0313
Email: rjackson@mjbe.com

If to the Genesis:

John Probst
Development Manager
Catholic Charities Housing Services
5301 Tieton Drive, Suite G
Yakima, WA 98908
Telephone No.: (509) 853-2793
Email: jprobst@ccyakima.org

With a copy to:

Glenn Amster
Kantor Taylor Nelson Evatt & Decina PC
901 Fifth Ave., Suite 4000
Seattle, WA 98164
Telephone No.: (206) 625-9898
Email: gamster@kantortaylor.com

If to the City:

Steve Zetz
City of Prosser
601 7th Street
Prosser, WA 99350
Telephone No.: (509) 786-8212
Email: SZetz@ci.prosser.wa.us

With a copy to:

Howard Saxton
Saxton Riley, PLLC
1112 Meade Ave.
Prosser, WA 99350
Telephone No.: (509) 786-1817
Email: hsaxton@saxtonriley.com

6.12 Voluntary Agreement. This Agreement is entered into voluntarily by the Parties. The Parties recognize that the mitigations contained herein are reasonably necessary as a direct result of the proposed development of Prosser Opportunity Housing, and believe and intend that the provisions hereof are authorized by RCW 82.02.020, and waive any rights they may have under RCW 82.02.020 to challenge provisions of this Agreement. This Agreement represents the total mitigation associated with impacts of the Prosser Opportunity Housing development on the School District, and it is the parties' intention that Prosser Opportunity Housing shall not be subject to any impact fees or other similar fees that may be enacted by the City, or Benton County related to the School District.

6.13 Effective Date. This Agreement shall become effective upon the date that the City adopts the Development Agreement. If the Development Agreement is not approved by the City, then this Agreement shall be null and void, and of no force and effect.

EXECUTED on the date first shown above.

PROSSER SCHOOL DISTRICT

Ray Tolcacher, Superintendent

GENESIS HOUSING SERVICES, a 501(c)3 Washington non-profit corporation

By _____,
By Bryan Ketcham, its Executive Director

Date: _____

CITY OF PROSSER

By _____,
Paul Warden, its Mayor

Date: _____

Attested by _____,
Rachel Shaw, its City Clerk

STATE OF WASHINGTON)

COUNTY OF _____) ss.
)

On this _____ day of _____, 2015, before me a Notary Public in and for the State of Washington, personally appeared **RAY TOLCACHER**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Superintendent of the **Prosser School District**, and the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me a Notary Public in and for the State of Washington, personally appeared Bryan Ketcham, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Executive Director of the **Genesis Housing Services**, and the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

Parcel No. 102842013437001.

Lot 1, Short Plat Number 3437, according to the plat thereof recorded on August 8, 2014, under Auditor's Recording Number 2014-019571, records of Benton County, State of Washington.

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of the Energy Efficiency Project Financing.		Meeting Date: January 13, 2015 Regular Meeting	
Department: Administration	Director: Paul Warden	Contact Person: Paul Warden	Phone Number: (509) 786-2332
Cost of Proposal: \$630,264		Account Number:	
Amount Budgeted: \$0		Name and Fund# General Fund Small Project Fund (105)	
Reviewed by Finance Department: <i>R. Maurer</i>			
Attachments to Agenda Packet Item:			
<ol style="list-style-type: none"> 1. Resolution 14-_____ 2. Ordinance 14-_____ 3. Notice of Intent 4. Local Agency Financing Contract 5. Authorized Agency Representative 			
Summary Statement:			
<p>The City was recently awarded \$230,162 by the Washington State Department of Commerce for the City's Energy Efficiency Improvement Project. The entire project is estimated to cost \$920,648 and will replace the cobra head street lights with LED; retrofit interior and exterior lighting and the police station, cityhall, and city shop; and replace a pump at well #5. If you reduce the project cost (\$920,648) by the grant amount of \$230,162 and the assumed energy rebates of \$60,222, the remaining balance of \$630,264 is what the city is seeking financing, in the form of a loan, from the State Treasurer. The term of the loan, if approved, will be for 15 years and the interest rate will not be set until late March.</p> <p>It is estimated that the annual energy savings offset by the annual debt service payment will result in a surplus of \$2,692. To say it simply, the money we are saving will more than the money we pay for the debt.</p>			
Consistent with or Comparison to:			
EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion:			
<p>Motion #1: Adopt Resolution 15 - _____ Regarding the Financing and Reimbursement of Costs Related to the Energy Efficiency Improvement Project.</p>			

Motion #2: Adopt Ordinance 15 - _____ Authorizing the Acquisition of Property and Execution of Financing and Related Documentation.

<u>Reviewed by Department Director:</u> <i>Not Available -</i>	<u>Reviewed by City Attorney:</u>  Date: <i>1/9/15</i>	<u>Approved by Mayor:</u> <i>Not Available -</i> Date:
<u>Today's Date:</u> January 7, 2015	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 15- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER,
WASHINGTON REGARDING THE FINANCING AND
REIMBURSEMENT OF COSTS RELATED TO THE ENERGY
EFFICIENCY IMPROVEMENT PROJECT.**

BE IT RESOLVED, by the City Council of the City of Prosser that it the desire of the City Council that:

Section 1. The City of Prosser (the “Local Agency”) reasonably expects to reimburse the expenditures described herein with the proceeds of a financing contract to be entered into by the Local Agency (the “Reimbursement Obligation”).

Section 2. The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations are for the replacement of street lighting Cobra Heads with LED; interior and exterior lighting retrofit of the police station and city hall; interior and exterior lighting retrofit of the city shops and; replacement of well pump #5.

Section 3. The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations will be made from the General Fund Small Projects Fund (105) in order to closely monitor and segregate revenues and expenditures associated with the project.

Section 4. The maximum principal amount of Reimbursement Obligations expected to be issued for the property described in Section 2 is \$630,264.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this _____, day of _____, 2015.

MAYOR PAUL WARDEN

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM



HOWARD SAXTON, CITY ATTORNEY

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 15- _____

AN ORDINANCE AUTHORIZING THE ACQUISITION OF PERSONAL PROPERTY AND EXECUTION OF FINANCING AND RELATED DOCUMENTATION RELATING TO THE ACQUISITION OF SAID PERSONAL PROPERTY. PROVIDING THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER. THE ORDINANCE PROVIDES FOR AN EFFECTIVE DATE AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, the City of Prosser (the “Local Agency”) has executed a Notice of Intent to the Office of State Treasurer, in the form attached hereto as Annex 1 (the “NOI”), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the Mayor of the Local Agency that the Local Agency acquire the equipment and/or personal property identified on Annex 1 attached hereto (“Property”); and

WHEREAS, it is deemed necessary and advisable by the Mayor of the Local Agency that the Local Agency enter into a Local Agency Financing Contract with the Office of the State Treasurer, in the form attached hereto as Annex 2 (the “Local Agency Financing Contract”), in an amount not to exceed \$630,264, plus related financing costs, in order to acquire the Property and finance the acquisition of the Property;

WHEREAS, the Local Agency will undertake to acquire the Property on behalf of and as agent of the Washington Finance Officers Association (the “Corporation”) pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individuals set forth in Annex 3 as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (each an “Authorized Agency Representative”);

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

Section 1. The individuals holding the offices or positions set forth in Annex 3 are each hereby appointed as a representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. A minimum of 2 Authorized Agency Representatives shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Financing Contract attached hereto as Annex 2 is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$630,264, plus related financing costs, and in substantially the form attached hereto with such

changes as may be approved by the Authorized Representatives for the acquisition of the Property and financing of the acquisition of the Property.

Section 3. The Local Agency hereby authorizes the acquisition of the property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

Section 4. The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the Property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

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, subsection, 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.

ADOPTED by the City Council and **APPROVED** by the Mayor this _____ day of _____, 2015.

Mayor Paul Warden

ATTEST:

Rachel Shaw, City Clerk

APPROVED AS TO FORM:



Howard Saxton, City Attorney

Publication Date: _____

SUMMARY OF ORDINANCE NO. 15-
of the City of Prosser, Washington

On the ____ day of _____, 2015, 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 AUTHORIZING THE ACQUISITION OF PERSONAL PROPERTY AND EXECUTION OF A FINANCING AND RELATED DOCUMENTATION RELATING TO THE ACQUISITION OF SAID PERSONAL PROPERTY. PROVIDING THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER. THE ORDINANCE PROVIDES FOR AN EFFECTIVE DATE AND PROVIDES FOR PUBLICATION BY SUMMARY.

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

DATED this ____ day of _____, 2015

CITY CLERK, RACHEL SHAW

Certificate of Authorizing Resolution/Ordinance

I, the undersigned, City Clerk of the City of Prosser (the "Local Agency"), DO HEREBY CERTIFY:

1. That the attached Resolution/Ordinance No. ___ (herein called the "Resolution/Ordinance") is a true and correct copy of a Resolution/Ordinance of the Local Agency adopted/passed at a regular meeting of the City Council held on the ___ day of ___, 20___, and duly recorded in my office;
2. That said meeting was duly convened and held in all respects in accordance with law; and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the ___ was present throughout the meeting and a legally sufficient number of members of the ___ voted in the proper manner for the adoption/passage of the Resolution/Ordinance;
3. That all other requirements and proceedings incident to the proper adoption/passage of the Resolution/Ordinance have been duly fulfilled, carried out and otherwise observed;
4. That the Resolution/Ordinance remains in full force and effect and has not been amended, repealed or superseded; and
5. That I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as of this ___ day of ___, 2015.

[S E A L]

Rachel Shaw, CMC
City Clerk

Notice of Intent

State of Washington LOCAL(Local Option Capital Asset Lending)

Local Government Information

County: Benton
Legal Name: City of Prosser MCAG No.: 0205
Contact Person: Paul Warden Title: Mayor
Address: 601 7th Street, Prosser, WA Zip: 99350
Phone: 509-786-2332 Fax: 509-786-3717 E-mail: pwarden@ci.prosser.wa.us

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Energy Efficiency Improvement Project
Total cost: \$920,648 Maximum amount to finance: \$ 630,264
Finance term: 15 Useful life: 25+ Desired financing date: 3/20/2015
Purpose of property (Please be specific and include dept. of use): Improvement of street lights to LED technology, upgrade of facility lighting to LED technology, and improvement of water well pump to improve efficiency.

If **real estate**, the Real Estate Worksheet: Is attached Will be provided by (date)

If **equipment**, will the property purchase price be paid with: program proceeds or general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

Security Pledge

Voted general obligation of local government.. Non-voted general obligation of local government

Other Information

Approximate population: 5815 (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:

- Yes No Does the local government use registered warrants, interfund loans or other cash flow borrowing?
 Yes No Is the local government a party to significant litigation?
 Yes No Is this a reimbursement? If yes, date funds spent

Has local government received a bond rating in the last two years? Yes No Bond rating(s): A-
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting, and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: Paul Warden Title: Mayor

Signature:  Date: 12/17/14

Office of the State Treasurer

State of Washington

LOCAL Program

Credit Form

Please provide the following information so the Office of the State Treasurer (OST) can review the agency's application to borrow the funds requested in the Notice of Intent. Remember, it is important that all information be provided. When appropriate, feel free to provide explanatory information.

When OST receives the completed form, you will be notified in writing of acceptance or non-acceptance to borrow through the LOCAL Program.

1) General Information – Please modify as necessary

(Name of entity) City of Prosser is located in the (incorporated) community of Prosser, WA. The applicant provides Street Lighting and Drinking Water services to approximately 5815 residents living in approximately 4.3 square miles.

Please provide a brief background on the agency, when it was formed, what changes have occurred in service area and tax base (annexations, mergers, etc.) or changes that have been proposed. Also indicate the form of governance.

2) Assessed valuation of the agency

Year of tax Collection (include last 5 years)	Total assessed value for regular levy	Reduced assessed value for excess or bond levy
Current year	472,724,254	469,629,283
2013	444,413,791	444,413,791
2012	412,423,986	409,253,893
2011	417,262,490	414,470,003
2010	411,141,272	408,107,800
2009	365,389,454	362,588,034

3) Tax Levy and Rate

Provide the levy rate per \$1,000 assessed to taxpayers, and the dollar amount of regular levy

Year of Tax Collection	Regular Levy Rate per \$1,000	Regular Levy Total \$\$ Levied	Other Levy Rate per \$1,000	Bond Levy Rate per \$1,000
Current Year	2.933354886	1,386,668	n/a	.335370910
2013	2.915882712	1,295,858	n/a	.351024210
2012	3.067028211	1,264,916	n/a	.388511882
2011	2.933572510	1,224,070	n/a	.377590655
2010	2.875223386	1,182,123	n/a	.388377777
2009	2.892154080	1,056,763	n/a	.435756245

4) **Outstanding debt**

Include the following information on all outstanding debt, including bonds, loans or leases, and any short-term obligations including registered warrants, interfund loans or loans from the County Treasurer, if applicable. Also, include any outstanding state loans.

	Debt No. 1	Debt No. 2	Debt No. 3
Description of debt	1996 General Obligation Bond	2011 General Obligation Bond	1998 Water Revenue Bond
First payment date	6/1/1997	6/2011	9/2005
Last payment date	12/1/2015	12/1/2035	9/1/2036
Voted or non-voted	Voted	Non-Voted	Non-Voted
Amount originally borrowed	\$1,800,000	\$1,795,000	2,648,770
Amount currently outstanding	\$263,970	\$1,695,000	\$2,309,222.38
Annual payments due	12/1	6/1 and 12/1	3/1 and 9/1
Cash in bond fund, if any	n/a	n/a	\$170,200
Fund responsible for repayment	229 – 1996 GO Bond Fund	001- General Fund	403 – Water Fund

Provide information on additional obligations on an attached page.

- 5) Does the applicant have future, additional financing plans? Please discuss anticipated borrowing plans over the next 18 to 24 months. Be sure to discuss any borrowing that is in process, either here or above.

None anticipated

- 6) **Special Purpose Districts only:** List facilities and equipment operated by the district, and services provided. If you are a port, PUD or hospital district, briefly discuss the district's service area and competition.

N/A

- 7) Briefly discuss any **service contracts**, including contracts with cities, counties or special purpose districts within the applicant's boundaries, if any.

WSDOT – for the maintenance of traffic signals
 Benton County – Chip Seal Maintenance
 City of Richland/SEACOMM – Emergency Dispatch Services
 Benton County – Corrections and District Court Services

- 8) Discuss the applicant's levy rate history. Has the levy rate been reduced because of other taxing district levies? Are you aware of any potential problems with the municipality's levy rates?

As you can see from the levy information provided above the City has not experienced any significant assessment reductions. Voters recently approved the formation of the West Benton County Regional Fire Authority, effective 2016. The City has also considered annexing into a Library District, dependent upon voter approval. Additionally, it may be helpful to note that the 1996 General Obligation Bond will be repaid and the excess levy removed in 2015.

- 9) Discuss any **significant employers or taxpayers** in the area. Are you aware of pending closures or changes in employment or tax base?

The City is not aware of any pending closures or changes in the employment or tax base.

10) **If a special purpose district or county**, does the district or county know of any intentions by cities to annex portions of the district or county? Are there any intentions by residents to de-annex from the district, or dissolve the district? **If a city**, are there any annexations plans that will significantly impact the size and operations of the city?

__ None anticipated at this time __

11) Insurance – Please modify as appropriate, the following:

The city will insure the financed property in a minimum amount equal to the amount outstanding under the financing contract by means of insurance pool.

12) Litigation – Please accept or modify as appropriate, the following:

There is not now pending or, to the best of knowledge, threatened, any litigation restraining or enjoining the execution of the Local Agency Financing Agreement or the levy and collection of taxes to pay the payments thereunder. The city is party to routine legal proceedings and claims, and the collective impact of these legal proceedings and claims is not likely to have a material impact on revenues of the entity.

12) List number of employees for past three years. Are employees represented by unions or bargaining groups? If yes, are all contracts in place and are labor relations good or poor?

2014 – 39.75

2013 – 38.75

2012 – 44.75

The City has three collective bargaining units which represent a majority of the City's employees. The City of Prosser strives to maintain good relations and communications with our bargaining units.

14) **Financial Operations** (include as attachment to credit form)

Please attach copies of the Statement of Revenues and Expenditures and Fund Balance Report for the General or Operating Fund, for the past five years. Clearly indicate whether or not each year has been audited. If financial statements are not available for the most recent year, please provide preliminary numbers (and indicate that they are in process of completion). If there was unusual activity in any year (one-time expenditures or revenues), please provide details.

2013 Annual Report – Audited

2012 Annual Report – Audited

2011 Annual Report – Audited

2010 Annual Report – Audited

2009 Annual Report - Audited

15) **Basis of Accounting:** __ Cash __

16) **Budget – General/Operating Fund (2 years) (INCLUDE AS ATTACHMENT TO CREDIT FORM)**

Please attach the budget summary for the General or Operating fund for the current and past year. Be sure it includes summary information on revenues and expenditures – do not send the entire budget.

2014 General Fund Budget

2013 General Fund Budget

Provide additional information that you think would be helpful in reviewing the applicant's credit for purposes of LOCAL Program qualification.

The information provided above is complete and accurate to the best of my knowledge. I am not aware of any additional information that would affect the Office of the State Treasurer's review of the municipality.

Signed: 

Title: Mayor

Date: 12/17/14

**LOCAL AGENCY FINANCING CONTRACT, SERIES 2015A
(Equipment)**

This Local Agency Financing Contract, Series 20____ (the "Agency Financing Contract") is entered into by and between the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), and the **City of Prosser, a municipality** of the State (the "Local Agency").

RECITALS

WHEREAS, certain State agencies (as defined in Appendix I hereto, "State Agencies") are authorized to acquire real and personal property used or needed by such State Agencies through Agency Financing Contracts entered into pursuant to Chapter 356, Laws of Washington, 1989, codified as Chapter 39.94 of the Revised Code of Washington (the "RCW"), as supplemented and amended (the "Act"); and

WHEREAS, Chapter 291, Laws of Washington, 1998 supplemented and amended the Act to authorize the State to enter into Agency Financing Contracts on behalf of certain local agencies (as described therein, "Local Agencies"), including the Local Agency, to finance the acquisition of real and personal property by such Local Agencies; and

WHEREAS, the State Treasurer has established a consolidated program providing for the execution and delivery of certificates of participation in such Agency Financing Contracts, or in Master Financing Contracts with respect thereto, in series from time to time in order to provide financing or refinancing for the costs of acquisition of real and personal property by State Agencies and Local Agencies; and

WHEREAS, simultaneously with the execution and delivery hereof, the State is entering into a Master Financing Contract, Series 2015A, dated as of the Dated Date (the "Master Financing Contract") with the Washington Finance Officers Association, a nonprofit corporation duly organized and existing under and by virtue of the laws of the state of Washington (the "Corporation"), to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

WHEREAS, the State Treasurer and the Local Agency have determined that it is necessary and desirable to enter into this Agency Financing Contract to provide financing or refinancing for the costs of acquisition of certain items of personal property, described in Exhibit B hereto (the "Property"), by the Local Agency; and

WHEREAS, the State Finance Committee has authorized the execution and delivery of this Agency Financing Contract pursuant to Resolution No. 987 adopted on October 7, 2003; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agency Financing Contract do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute, deliver and perform their respective obligations under this Agency Financing Contract;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

Section 1.1 Defined Terms. Capitalized terms used but not otherwise defined in this Agency Financing Contract shall have the respective meanings given such terms in Appendix I hereto.

Section 1.2 Notice of Intent; Personal Property Certificate; Certificate Designating Authorized Local Agency Representative. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A attached hereto and incorporated herein by this reference. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered herewith, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B attached hereto and incorporated herein by this reference. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C attached hereto and incorporated herein by this reference. Said Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on said Certificate is sufficient to bind the Local Agency under this Agency Financing Contract with respect to any of the undertakings contemplated herein. The terms and provisions set forth in Appendix II hereto are incorporated herein and made a part hereof by this reference.

Section 1.3 Installment Sale and Purchase of Property. The State hereby agrees to sell, assign and convey, and does hereby sell, assign and convey to the Local Agency, and the Local Agency hereby agrees to purchase, acquire and assume, and does hereby purchase, acquire and assume, from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits thereof and therefrom, subject to the security interest created pursuant to Section 2.5 of Appendix II hereof, and the Local Agency agrees to pay in consideration thereof the Purchase Price therefor and interest thereon and the Additional Costs in accordance with Section 1.4 hereof, and all other amounts required to be paid by the Local Agency hereunder, all in accordance with the provisions of this Agency Financing Contract.

Section 1.4 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Agency Financing Contract, the Local Agency hereby promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D hereto, consisting of a Principal Component and/or an Interest Component as set forth in such Exhibit; and (b) All Additional Costs incurred by the State in connection with the sale of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series 2015A Agreements, within thirty (30) days following receipt of an invoice from the State with respect thereto which includes (i) a brief description of each such Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.5 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 of Appendix II hereof.

STATE OF WASHINGTON
OFFICE OF THE STATE TREASURER

City of Prosser
as Local Agency

By _____
Designated Treasurer Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

**Local Agency Tax Certificate
(Equipment)**

This Local Agency Tax Certificate is executed and delivered by the City of Prosser, WA (the "Local Agency") in connection with the Local Agency Financing Contract between the Local Agency and the State of Washington (the "State"), dated as of March 24, 2015, (the "Local Agency Financing Contract"), under which the Local Agency is obligated to make Agency Installment Payments, including principal components thereof in the aggregate amount of \$630,264, plus issuance costs allocable to the Local Agency (the "Obligations"). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Local Agency Financing Contract. The Local Agency certifies, covenants, warrants and represents as follows:

ARTICLE I. IN GENERAL

1.1 **The Local Agency.** The Local Agency is a political subdivision duly organized and existing under and by virtue of the laws of the State of Washington. The Local Agency has the general authority to exercise the power of eminent domain in furtherance of its governmental purposes.

1.2 **Purpose of Local Agency Tax Certificate.** In the future, the State intends to cause the execution and delivery of certificates of participation (the "Certificates") evidencing undivided and proportionate interests in Installment Payments of the State payable under a Master Financing Contract. A portion of the principal components of such Installment Payments are payable from the Obligations. The Local Agency is delivering this Local Agency Tax Certificate to the State with the understanding that the State will rely in part upon this Local Agency Tax Certificate in obtaining an opinion from bond counsel that the interest component of the Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986.

1.3 **Purpose of Financing.** The Obligations are being issued to finance the costs of the acquisition, construction, improvement and/or renovation of Energy Efficiency Improvement Project (the "Project"), as described in more detail in the Local Agency Financing Contract.

1.4 **Definitions.** Unless the context otherwise requires, the following capitalized terms have the following meanings:

"Code" means the Internal Revenue Code of 1986 (including amendments thereto).

"Current Revenues." See Section 2.7 hereof.

"Governmental Unit" means any state, or political subdivision of a state, but excludes the United States and its agencies or instrumentalities.

"Investment Property" means any security or obligation, any annuity contract, or any other investment-type property, but does not include any Tax-Exempt Bond unless such obligation is a "specified private activity bond" within the meaning of Section 57(a)(5)(C) of the Code.

"Nongovernmental Person" means any person or entity other than a Governmental Unit.

"Preliminary Expenditures" means architectural, engineering, surveying, soil testing, and similar costs paid with respect to the Project in an aggregate amount not exceeding 20% of the Obligations. However, Preliminary Expenditures do not include land acquisition, site preparation or similar costs incident to the commencement of construction.

"Tax-Exempt Bond" means any obligation the interest on which is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code or Section 103 of the Internal Revenue Code of 1954, as amended (the "1954 Code"), and Title XIII of the Tax Reform Act of 1986, as amended, as well as stock in a regulated investment company to the extent at least 95 percent of income

to the stockholder is treated as interest that is excludable from gross income under Section 103 of the Code.

ARTICLE II. TAX LIMITATIONS

2.1 **Expenditure of Proceeds.** For purposes of this Local Agency Tax Certificate, proceeds of the Obligation will be treated as spent when they are used to pay for or reimburse disbursements by the Local Agency that paid for (i) capital expenditures, (ii) any interest component of the Agency Installment Payments through the later of three years after the date hereof or one year after the Project is placed in service, or (iii) initial operating expenses directly associated with the Project (in aggregate amount not exceeding 5% of the Obligations). The State has authorized the issuance of the Certificates to finance, among other things, the costs of the Project. Absent written agreement by the State, all expenditures of proceeds of the Obligation will be made in respect of (a) Preliminary Expenditures, (b) capital expenditures reimbursed in respect of payments made by the Local Agency on or after the date which is sixty days prior to the date on which said authorization was adopted, or (c) other payments made by the Local Agency on or after the date hereof. In connection with all expenditures described in (b), the reimbursement allocation will be made no later than the later of 18 months after the date hereof or the date on which the Project is placed in service, but in no event later than three years after the date of expenditure.

2.2 **Governmental Bond Status.** [Different text will be substituted for this section when the loan is made for airport or port facilities that are the subject of private use.] The Local Agency will not loan any of the proceeds of the Obligations to one or more Nongovernmental Persons. The Local Agency will not allow more than 10% of proceeds of the Obligations or more than 10% of the Project to be used directly or indirectly by any Nongovernmental Person, other than as a member of the general public. A Nongovernmental Person will be treated as “using” proceeds of the Obligations to the extent the Nongovernmental Person:

- (i) borrows proceeds of the Obligations, or
- (ii) uses the Project (e.g., as owner, lessee, service provider, operator or manager).

2.3 **Change in Use.** The Local Agency reasonably expects to use all proceeds of the Obligations and all of the Project as set forth in Section 2.2 of this Local Agency Tax Certificate for the entire stated term to maturity of the Obligations. Absent written agreement by the State, the Local Agency in fact will use all proceeds of the Obligations and all of the Project as set forth in Section 2.2 of this Tax Certificate.

2.4 **Federal Guarantee.** The Local Agency will not directly or indirectly use or permit the use of any proceeds of the Obligations or take or omit to take any action that would cause the Certificates to be obligations that are “federally guaranteed” within the meaning of Section 149(b) of the Code. In furtherance of this covenant, the Local Agency will not allow the payment of principal or interest with respect to the Obligations to be guaranteed (directly or indirectly) in whole or in part by the United States or any agency or instrumentality thereof. The Local Agency will not use 5% or more of the proceeds of the Obligations to make or finance loans the payment of principal or interest with respect to which is guaranteed in whole or in part by the United States or any agency or instrumentality thereof.

2.5 **No Refunding.** Proceeds of the Obligations will not be used directly or indirectly to make principal, interest or premium payments with respect to any obligation other than the Obligations.

2.6 **No Hedge Bonds.** The Local Agency reasonably expects that more than 85% of proceeds of the Obligations will be expended for the purposes of the Obligations within three years.

2.7 **Debt Service Funds.** Payments of debt service on the Obligations generally are expected to be derived from current revenues of the Local Agency in each year, and Current revenues are expected to equal or exceed debt service on the Obligations during each payment period. Revenues actually used in less than six months from the date first received to pay debt service on Obligations are referred to herein as “Current Revenues.” The account, or portion thereof, used by the Local Agency to pay debt service on the Obligations will be used primarily to achieve a proper matching of revenues and debt service within each year. To the extent of Current Revenues, such account in the aggregate will be depleted at least once a year except for a carryover amount not to exceed the greater of the earnings on such account for the immediately preceding year or 1/12 of

the debt service in respect of the Obligations for the immediately preceding year. Current Revenues contributed to such account will be spent within thirteen months after the date of such contribution, and any amounts received from the investment or reinvestment of monies held in such funds will be expended within one year after the date of accumulation thereof in any such fund. Current Revenues in such account shall be invested without regard to yield. Revenues other than Current Revenues will not be invested in Investment Property with a yield exceeding the yield on the Obligations.

2.8 **No Other Replacement Proceeds.** The Local Agency will not use any proceeds of the Obligations directly or indirectly to replace funds of the Local Agency which are or will be used directly or indirectly to acquire Investment Property reasonably expected to produce a yield that is materially higher than the yield on the Obligations. The weighted average maturity of the Obligations does not exceed 120% of the expected weighted average economic useful life of the Project.

2.9 **No Expected Sale.** It is not expected that the Project or any part thereof will be sold or otherwise disposed of before the maturity date of the Obligations.

ARTICLE III. OTHER MATTERS

3.1 **Expectations.** The undersigned is an authorized representative of the Local Agency acting for and on behalf of the Local Agency in executing this Local Agency Tax Certificate. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations as set forth herein, and said expectations are reasonable.

3.2 **Amendments.** Notwithstanding any other provision of this Local Agency Tax Certificate, the Local Agency may amend this Local Agency Tax Certificate and thereby alter any actions allowed or required by this Local Agency Tax Certificate if such amendment is signed by an authorized officer and is supported by formal written agreement by the State.

3.3 **Survival of Defeasance.** Notwithstanding any provision in this Local Agency Tax Certificate to the contrary, the obligation to comply with all requirements contained in this Local Agency Tax Certificate shall survive defeasance or prepayment of the Obligations.

3.4 **Effective Date.** This Local Agency Tax Certificate is dated and effective as of the Dated Date.

Dated: _____, 2015.

By _____
Paul Warden, Mayor
City of Prosser, WA

Incumbency Certificate

I, Rachel Shaw, City Clerk of the City of Prosser, Washington, do hereby certify that the following is a true and correct listing of the City Council of the City of Prosser and their terms of office:

<u>Name:</u>	<u>Term:</u>
Don Aubrey, Council Position No. 1	2017
Morgan Everett, Council Position No. 2	2017
Marvin Ward, Council Position No. 3	2015
Bob Elder, Council Position No. 4	2015
Randy Taylor, Council Position No. 5	2015
Steven Becken, Council Position No. 6	2015
Scott Hamilton, Council Position No. 7	2015

Dated this _____, 2015

Rachel Shaw, CMC
City Clerk

[Letterhead of Local Agency Counsel]

[Date of Letter]

Ellen Evans, Deputy State Treasurer
Lease Purchase Program
Office of the State Treasurer
P.O. Box 40200
Olympia, Washington 98504-0200

Re: State of Washington Certificates of Participation, Series 2015A

Dear Ms. Evans:

We represent [Name of Local Agency] with respect to the above-referenced financing. In connection with the execution and delivery by [Name of Local Agency] of the Local Agency Financing Contract, enclosed herewith is an executed copy of our opinion letter dated March 24, 2015. You are to hold the opinion letter in escrow until March 24, 2015, at which time, unless you are otherwise instructed by me in writing, the opinion letter may be considered released and shall become effective.

Please contact me with any question.

Sincerely,

[Name of Local Agency Counsel]

[Letterhead of local counsel]

Equipment

March 24, 2015

[Name of Local Agency]
[Address of Local Agency]

State of Washington
Office of the State Treasurer
P.O. Box 40200
Olympia, Washington 98504-0200

Washington Finance Officers Association
1200 Fifth Avenue, Suite 1300
Seattle, Washington 98101-115

Ladies and Gentlemen:

[I/We] have acted as counsel to [name of Local Agency] (the "Local Agency") in connection with the execution and delivery by the Local Agency of the Local Agency Financing Contract, dated as of March 24, 2015 (the "Local Agency Financing Contract") by and between the state of Washington (the "State") and the Local Agency. As such counsel, [I am/we are] of the following opinions:

1. [Ordinance/Resolution] number __ __, approving the execution and delivery of the Local Agency Financing Contract, was duly [passed/adopted] by the governing body of the Local Agency on __ __, 20 __ at a meeting of such governing body duly called and held in conformity with the law.
2. The Local Agency Financing Contract has been duly authorized, executed and delivered and, assuming the due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding obligations of the Local Agency, enforceable in accordance with their terms, subject only to bankruptcy, insolvency, moratorium, arrangement, reorganization and similar laws affecting creditors' rights, applicable equitable principles and the application of judicial discretion in appropriate cases.

[I/We] understand that agency installment payments to be made by the Local Agency under the Local Agency Financing Contract will constitute a portion of the source of payment and security for installment payments to be made by the State to the Corporation under a Master Financing Contract between the State and the Corporation and that certificated interests in such installment payments will be offered to purchasers thereof by means of an official statement prepared by the State. [I/We] have neither reviewed nor participated in the preparation of such official statement and express no opinion regarding the adequacy or accuracy (under federal securities laws or otherwise) of any information presented therein.

[Signature of Local Counsel]
[Name of Local Counsel]

Personal Property Certificate

Name of Local Agency:	City of Prosser
Address:	601 7 th Street
	Prosser, WA 99350

All capitalized terms not defined herein shall have the meanings assigned to such terms in the Local Agency Financing Contract that this Exhibit B is attached to. The undersigned, Paul Warden, Mayor does hereby certify, that he is an Authorized Agency Representative of the City of Prosser, WA (the "Local Agency") pursuant to the terms of the Local Agency Financing Contract.

The undersigned, confirms that the Property described below will be placed in use at the location listed below. The undersigned confirms that the Property described below has been delivered to and received by the Local Agency. All installation or other work necessary prior to the use thereof has been completed. The Property has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the Local Agency and complies with all terms of the Master Financing Contract and the Local Agency Financing Contract.

Notwithstanding the foregoing, the undersigned does not waive or limit, by execution of this certificate, any claim against the vendor or any other seller, installer, contractor or other provider of property or services related to the purchase, shipment, delivery, installation or maintenance of the Property.

The Local Agency further confirms that the Property will be used to fulfill an essential governmental function which the Local Agency has the authority to provide in the State.

PROPERTY INFORMATION

Description: _____ Name of Vendor: _____
 _____ Address: _____

 Serial No.: _____
 Tag No.: _____

Location of Property Acquired: _____

INSTRUCTIONS TO STATE TREASURER FOR PAYMENT:

Disburse to: Vendor City County Treasurer Other
 Entity Name: City of Prosser
 Disbursement Amount: \$ _____
 Method of Payment: ACH Wire Check EFT
 ACH/Wire Instructions: _____
 Statewide Vendor No. : _____

Attached hereto are:

1. A vendor's invoice for the Property approved by the Local Agency.
2. A Certificate of Insurance, demonstrating liability insurance coverage and stating that insurance will be renewed annually automatically, unless said office notifies the State Treasurer of any discontinuation of coverage.

In connection with the Local Agency's acquisition of the Property as agent of the Washington Finance Officers Association, you are hereby requested to make a disbursement as indicated above.

 Authorized Agency Representative
 Date: _____

Countersigned and
 Approved for Payment: _____
 Designated State Treasurer Representative
 Date: _____

Certificate Designating Authorized Agency Representatives

I, Paul Warden, Mayor of the City of Prosser (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Resolution No. _____ /Ordinance No. _____, the following individuals are each an "Authorized Agency Representative," as indicated by the title appended to each signature, that the following individuals are duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signatures set forth below are the true and genuine signatures of said Authorized Agency Representatives and that pursuant to such resolution/ordinance, 2 of the 3 following signatures are required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

_____ Paul Warden _____ Mayor _____
(signature) (name) (title)

_____ LJ DaCorsi _____ Public Works Director _____
(signature) (name) (title)

_____ Regina Mauras _____ Finance Director _____
(signature) (name) (title)

Dated this _____ day of _____, 2015.

Mayor
City of Prosser, WA

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2015.

By: _____
NOTARY PUBLIC in and for the State of
Washington, residing at:

Printed Name: _____

My Commission Expires: _____