

City of Prosser
CITY COUNCIL
REGULAR MEETING AGENDA
Council Chambers, 601 7th Street, Prosser WA 99350
Tuesday, February 10, 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) **Confirmation and Oath of Office – Police Officer Lee Reed**
- b) **Chamber of Commerce Quarterly Report** (*Humberto Rodriguez, Executive Director*)
- c) **Swim Team Championship**

6. CONSENT AGENDA

- a) Approve Payment of Payroll Check Nos. 600300 through 600309 in the amount of \$19,410.04 and Direct Deposits in the Amount of \$105,279.73 for the Period Ending January 30, 2015..... **Page 3**
- b) Approve Payment of Claim Checks Nos. 11881 through 11889 and 11891 through 11959, in the Amount of \$361,649.46 and Electronic Payments in the Amount of \$61,289.84 for the Period Ending February 10, 2015..... **Page 7**
- c) Approve Change Order No. 1 in the Amount of \$17,988.63 for the Zone 2.5 Water Supply Improvements Project and Authorize Mayor to Sign the Documents **Page 17**
- d) Adopt Resolution 15-_____ Declaring Certain Police Department Property as Surplus and Allowing for the Donation of the Property to the Walla Walla Police Department..... **Page 23**
- e) Adopt Resolution 15-_____ and Final Draw Request for the Police Patrol Car Project **Page 27**
- f) Approve Huibregtse Louman Associates, Inc., (HLA) as the City of Prosser’s Consulting City Engineer for Municipal Engineering Services for 2015 and Authorize the Mayor to Sign the Contract..... **Page 31**

The first Ordinance passed will be Ordinance 15-2923
The first Resolution passed will be Resolution 15-1474

- g) Accept Monthly Report by Prosser Economic Development Association for the Month of January 2015 and Authorize Payment for those Services in the Amount \$2,166.66 and Authorize Payment in the Amount of \$1,416.67 for Grant Writer Services and \$83.37 for December 2014 Grant Writer Services *Page 44*

7. COUNCIL ACTION

- a.) **Approval of Claim Check**..... *Page 49*

RECOMMENDATION: Approve Payment of Claim Check Nos. 11890 in the Amount of \$62,549.46 for the Period Ending February 10, 2015.

- b.) **Consideration of ORDINANCE Creating Fund** *Page 51*

RECOMMENDATION: Adopt ORDINANCE NO. 15-_____ Creating the Forfeitures and Seizure Fund No. 150.

- c.) **Consideration of RESOLUTION and ORDINANCE Regarding the North Prosser Water System Improvement Project Bond**..... *Page 55*

MOTION #1: Adopt RESOLUTION NO. 15-_____ authorization and providing for the incurrence of indebtedness for the North Prosser Water System Improvement Project.

MOTION #2: Adopt ORDINANCE NO. 15-_____ providing for the issuance of \$3,507,000 water revenue bond for the purpose of providing funds to pay and redeem the City’s outstanding Water Revenue Bond Anticipation Note, 2011.

8. COUNCIL DISCUSSION

9. ADJOURNMENT

*The first Ordinance passed will be Ordinance 15-2923
The first Resolution passed will be Resolution 15-1474*

CITY OF PROSSER, WASHINGTON
AGENDA BILL

Agenda Title: Approve payment of payroll check nos. 600300 through 600309 in the amount of \$19,410.04 and direct deposits in the amount of \$105,279.73 for the period ending January 30, 2015

Meeting Date:
 February 10, 2015
 Regular Meeting

Department:
 Finance

Director:
 Regina Mauras

Contact Person:
 Toni Yost

Phone Number:
 (509) 786-2332

Cost of Proposal:
 \$124,689.77

Account Number:
 Various

Amount Budgeted:
 Various amounts in salaries, wages, and benefits.

Name and Fund#
 Various

Reviewed by Finance Department:

Yost

Attachments to Agenda Packet Item:

1. Payroll Check Register

Summary Statement:

Payroll check nos. 600300 through 600309 in the amount of \$19,410.04 and direct deposits in the amount of \$105,279.73 for the period ending January 30, 2015

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

Approve payment payroll check nos. 600300 through 600309 in the amount of \$19,410.04 and direct deposits in the amount of \$105,279.73 for the period ending January 30, 2015

Reviewed by Department Director:

Regina Mauras

Date: 2-5-2015

Today's Date:

February 5, 2015

Reviewed by City Attorney:

N/A

Date:

Revision Number/Date:

Approved by Mayor:

Not Available-

Date:

File Name and Path:

CHECK REGISTER

City Of Prosser
MCAG #: 0205

01/30/2015 To: 01/30/2015

Time: 16:17:26 Date: 01/27/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
579	01/30/2015	Payroll	1	EFT		2,358.53	January Payroll
581	01/30/2015	Payroll	1	EFT		1,377.71	January Payroll
584	01/30/2015	Payroll	1	EFT		1,961.90	January Payroll
585	01/30/2015	Payroll	1	EFT		3,698.95	January Payroll
586	01/30/2015	Payroll	1	EFT		3,234.83	January Payroll
587	01/30/2015	Payroll	1	EFT		1,997.86	January Payroll
588	01/30/2015	Payroll	1	EFT		4,901.07	January Payroll
589	01/30/2015	Payroll	1	EFT		3,293.97	January Payroll
590	01/30/2015	Payroll	1	EFT		4,253.78	January Payroll
591	01/30/2015	Payroll	1	EFT		4,676.11	January Payroll
592	01/30/2015	Payroll	1	EFT		4,003.23	January Payroll
593	01/30/2015	Payroll	1	EFT		92.14	January Payroll
595	01/30/2015	Payroll	1	EFT		5,042.56	January Payroll
597	01/30/2015	Payroll	1	EFT		73.74	January Payroll
598	01/30/2015	Payroll	1	EFT		3,410.28	January Payroll
599	01/30/2015	Payroll	1	EFT		4,005.13	January Payroll
601	01/30/2015	Payroll	1	EFT		2,657.79	January Payroll
602	01/30/2015	Payroll	1	EFT		1,735.73	January Payroll
603	01/30/2015	Payroll	1	EFT		1,919.05	January Payroll
604	01/30/2015	Payroll	1	EFT		5,411.78	January Payroll
606	01/30/2015	Payroll	1	EFT		2,625.99	January Payroll
608	01/30/2015	Payroll	1	EFT		3,446.90	January Payroll
609	01/30/2015	Payroll	1	EFT		1,517.15	January Payroll
610	01/30/2015	Payroll	1	EFT		2,964.54	January Payroll
611	01/30/2015	Payroll	1	EFT		3,407.55	January Payroll
612	01/30/2015	Payroll	1	EFT		1,990.55	January Payroll
613	01/30/2015	Payroll	1	EFT		2,806.04	January Payroll
615	01/30/2015	Payroll	1	EFT		728.74	January Payroll
617	01/30/2015	Payroll	1	EFT		3,365.04	January Payroll
618	01/30/2015	Payroll	1	EFT		1,863.29	January Payroll
619	01/30/2015	Payroll	1	EFT		420.76	January Payroll
620	01/30/2015	Payroll	1	EFT		2,212.31	January Payroll
621	01/30/2015	Payroll	1	EFT		4,480.35	January Payroll
622	01/30/2015	Payroll	1	EFT		230.31	January Payroll
623	01/30/2015	Payroll	1	EFT		4,025.46	January Payroll
624	01/30/2015	Payroll	1	EFT		4,054.36	January Payroll
625	01/30/2015	Payroll	1	EFT		2,947.90	January Payroll
580	01/30/2015	Payroll	1	600300		230.31	January Payroll
582	01/30/2015	Payroll	1	600301		4,258.99	January Payroll
583	01/30/2015	Payroll	1	600302		147.34	January Payroll
594	01/30/2015	Payroll	1	600303		224.51	January Payroll
596	01/30/2015	Payroll	1	600304		3,651.54	January Payroll
600	01/30/2015	Payroll	1	600305		715.23	January Payroll
605	01/30/2015	Payroll	1	600306		3,041.70	January Payroll
607	01/30/2015	Payroll	1	600307		2,543.94	January Payroll
614	01/30/2015	Payroll	1	600308		1,176.59	January Payroll
616	01/30/2015	Payroll	1	600309		3,419.89	January Payroll
						6,490.66	511 Legislative
						26,052.41	514 Financial, Recording & Elections
						2,470.25	518 Centralized Services
						60,581.79	521 Law Enforcement
						7,454.23	524 Protective Inspections
						4,446.39	558 Planning & Community Devel
						6,437.13	576 Park Facilities
						-69,522.51	580 Non Expenditures
						44,410.35	001 General Fund

CHECK REGISTER

City Of Prosser
MCAG #: 0205

01/30/2015 To: 01/30/2015

Time: 16:17:26 Date: 01/27/2015

Page: 2

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		542 Streets - Maintenance			13,346.40	
		543 Streets Admin & Overhead			1,539.95	
		<u>102 Street Fund</u>			<u>14,886.35</u>	
		534 Water Utilities			24,830.14	
		539 Irrigation And Reclamation			6,937.60	
		<u>403 Water Fund</u>			<u>31,767.74</u>	
		535 Sewer			31,155.59	
		<u>407 Sewer Fund</u>			<u>31,155.59</u>	
		537 Garbage & Solid Waste			383.39	
		<u>448 Garbage Fund</u>			<u>383.39</u>	
					122,603.42	Payroll:
						122,603.42

D. J. Post

Signature

1/27/15

Date

CHECK REGISTER

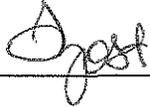
City Of Prosser
MCAG #: 0205

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

Time: 12:56:59 Date: 01/29/2015

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
653	01/31/2015	Payroll	1	EFT		2,086.35	Missed Vacation Buyout
			521 Law Enforcement			2,610.40	
			580 Non Expenditures			-524.05	
			001 General Fund			2,086.35	
						2,086.35	Payroll:
							2,086.35



Signature



Date

CITY OF PROSSER, WASHINGTON
AGENDA BILL

Agenda Title: Approve payment of claim check nos. 11881 through 11889, 11891 through 11959, in the amount of \$361,649.46 and Electronic Payments in the amount of \$61,289.84 for the period ending February 10, 2015.

Meeting Date:
 February 10, 2015
 Regular Meeting

Department:
 Finance

Director:
 Regina Mauras

Contact Person:
 Toni Yost

Phone Number:
 (509) 786-2332

Cost of Proposal:
 \$422,939.30

Account Number:
 See Attached

Amount Budgeted:
 See 2015 budget for each item listed.

Name and Fund#
 See Attached

Reviewed by Finance Department:

Yost

Attachments to Agenda Packet Item:

Check Register # 11881 through 11889, 11891 through 11959

Summary Statement:

Check Payments	Amount	Check Payments	Amount
11881 through 11889	\$36,252.89		
11891 through 11959	\$325,396.57		
Electronic Payments	Amount		
IRS Federal Taxes	\$47,819.50	City of Prosser	\$12,890.04
WA Dept Social Services	\$228.60	US Bank	\$75.80
Xpress Bill Pay	\$275.90		

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. 11881 through 11889, 11891 through 11959, in the amount of \$361,649.46 and Electronic Payments in the amount of \$61,289.84 for the period ending February 10, 2015

Reviewed by Department

Director: *Regina Mauras*

Date: *2.5.2015*

Reviewed by City Attorney:

N/A

Date:

Approved by Mayor:

Not Available -

Date:

Today's Date:

February 5, 2015

Revision Number/Date:

File Name and Path:

CHECK REGISTER

City Of Prosser
MCAG #: 0205

01/30/2015 To: 01/30/2015

Time: 16:41:05 Date: 01/27/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
627	01/30/2015	Payroll	1	EFT	Irs Federal Taxes	47,819.50	941 Deposit For 01/30/2015 - 01/30/2015
628	01/30/2015	Payroll	1	EFT	WA Dept Social & Health Serv	228.60	01/30/2015 To 01/30/2015 - DSHS
629	01/30/2015	Payroll	1	11881	AFLAC	1,718.04	01/30/2015 To 01/30/2015 - AFLAC Pre-Tax; 01/30/2015 To 01/30/2015 - AFLAC Post-Tax
630	01/30/2015	Payroll	1	11882	AWC Employment Ben Trust	932.90	01/30/2015 To 01/30/2015 - Vision
631	01/30/2015	Payroll	1	11883	Kathleen Burnett	443.16	Reissue August 29 2014 Payroll Check
632	01/30/2015	Payroll	1	11884	Icma Retirement Trust	763.11	01/30/2015 To 01/30/2015 - 401(R)
633	01/30/2015	Payroll	1	11885	Kansas Payment Center	1,122.00	01/30/2015 To 01/30/2015 - Support Withholding
634	01/30/2015	Payroll	1	11886	Opeiu	620.13	01/30/2015 To 01/30/2015 - Union Dues - OPEIU
635	01/30/2015	Payroll	1	11887	Teamsters Legal Defense Fund	72.40	01/30/2015 To 01/30/2015 - Legal Defense Fund
636	01/30/2015	Payroll	1	11888	Teamsters Local Union No 839	1,141.00	01/30/2015 To 01/30/2015 - Union Dues - Teamsters
637	01/30/2015	Payroll	1	11889	WA Dept Retirement	29,440.15	01/30/2015 To 01/30/2015 - PERS; 01/30/2015 To 01/30/2015 - PERS 3; 01/30/2015 To 01/30/2015 - LEOFF 2; 01/30/2015 To 01/30/2015 - DRS - DCP
						71,242.71	001 General Fund
						2,379.09	102 Street Fund
						5,440.77	403 Water Fund
						5,173.98	407 Sewer Fund
						64.44	448 Garbage Fund
						84,300.99	84,300.99 Payroll:

Djest

Signature

1/27/15

Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

01/30/2015 To: 01/30/2015

Time: 16:41:45 Date: 01/27/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
639	01/30/2015	Payroll	1	11891	Western Conf Of Teamsters Pension Trust	2,597.25	01/30/2015 To 01/30/2015 - TPT
001 General Fund						2,597.25	
						2,597.25	Payroll: 2,597.25

Agost

Signature

1/27/15

Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

02/10/2015 To: 02/10/2015

Time: 09:50:21 Date: 02/05/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
743	02/10/2015	Claims	1	EFT	Prosser, City Of	12,890.04	Water Bill
					001 - 518 31 47 000 - Public Utility Services	501.09	Water Bill
					403 - 534 80 47 000 - Public Utility Services	875.19	Water Bill
					407 - 535 80 47 000 - Public Utility Services	7,036.49	Water Bill
					102 - 542 90 47 000 - Public Utility Services	1,615.79	Water Bill
					001 - 569 21 47 000 - Public Utility Services	509.77	Water Bill
					001 - 572 50 47 000 - Public Utility Services	1,011.24	Water Bill
					001 - 576 20 47 000 - Public Utility Services	985.51	Water Bill
					001 - 576 80 47 000 - Public Utility Services	354.96	Water Bill
744	02/10/2015	Claims	1	EFT	US Bank Na	75.80	Electrical Permit
					001 - 518 31 49 000 - Miscellaneous	75.80	Electrical Permit
745	02/10/2015	Claims	1	EFT	Xpress Billpay	275.90	Online Billing
					001 - 514 30 49 000 - Miscellaneous	4.12	Online Billing
					403 - 534 80 49 000 - Miscellaneous	67.60	Online Billing
					407 - 535 80 49 000 - Miscellaneous	67.60	Online Billing
					448 - 537 80 49 000 - Miscellaneous	68.98	Online Billing
					403 - 539 20 49 000 - Miscellaneous	67.60	Online Billing
746	02/10/2015	Claims	1	11892	Abadan Inc	61.52	Finance Printer Maintenance; Police Dept Copy Machine Maintenance; Water Dept Copy Machine Maintenance
					001 - 514 23 48 000 - Repairs & Maintenance	16.29	Finance Printer Maintenance
					001 - 514 23 48 000 - Repairs & Maintenance	21.61	Police Dept Copy Machine Maintenance
					403 - 534 80 48 000 - Repairs & Maintenance	23.62	Water Dept Copy Machine Maintenance
747	02/10/2015	Claims	1	11893	Ace Hardware - Grandview	550.18	Ultra 2 Cycle Oil 6pk; Micro Mini Chain, Rapid Super Comfort Chain
					102 - 542 90 31 000 - Office & Operating Supplies	56.10	Ultra 2 Cycle Oil 6pk
					102 - 542 90 31 000 - Office & Operating Supplies	494.08	Micro Mini Chain, Rapid Super Comfort Chain
748	02/10/2015	Claims	1	11894	Autozone	15.44	Undercoating Rub
					403 - 539 20 31 000 - Office & Operating Supplies	15.44	Undercoating Rub
749	02/10/2015	Claims	1	11895	Avaya Inc	758.36	Phone Maintenance
					001 - 518 88 48 000 - Repairs & Maintenance	758.36	Phone Maintenance
750	02/10/2015	Claims	1	11896	BDI	60,440.39	Garbage Billing
					448 - 537 80 47 000 - Public Utility Services	60,440.39	Garbage Billing
751	02/10/2015	Claims	1	11897	Benton Clean Air Authority	350.00	Annual Class Registration Fee
					407 - 535 80 49 000 - Miscellaneous	350.00	Annual Class Registration Fee
752	02/10/2015	Claims	1	11898	Benton Co Auditor's Office	80.00	Recording Fees: Mitigation Agreement
					001 - 558 60 51 000 - Intergov't Professional Servic	80.00	Recording Fees: Mitigation Agreement
753	02/10/2015	Claims	1	11899	Benton Co Auditor's Office	207.98	Annual Voter Registration Cost
					001 - 514 40 51 000 - Intergovernmental Service	207.98	Annual Voter Registration Cost
754	02/10/2015	Claims	1	11900	Benton Co Treas Office	189.09	Crime Victim Comp
					001 - 586 00 03 000 - PSEA and CVC Disbursemen	189.09	Crime Victim Comp
755	02/10/2015	Claims	1	11901	Benton County Solid Waste	1,316.17	Solid Waste Interlocal
					448 - 537 80 51 000 - Intergov't Professional Servic	1,316.17	Solid Waste Interlocal
756	02/10/2015	Claims	1	11902	Benton Franklin Counties	315.71	2% Liquor Taxes
					001 - 566 00 51 000 - Intergov't Professional Servic	315.71	2% Liquor Taxes
757	02/10/2015	Claims	1	11903	Benton PUD	281.80	Electric Bill-6th Street

CHECK REGISTER

City Of Prosser
MCAG #: 0205

02/10/2015 To: 02/10/2015

Time: 09:50:21 Date: 02/05/2015
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			102 - 542 63 47 000 -		Public Utility Services	281.80	Electric Bill-6th Street
758	02/10/2015	Claims	1	11904	Benton REA	1,139.85	IT Professional Services
			001 - 518 88 41 000 -		Professional Services	1,139.85	IT Professional Services
759	02/10/2015	Claims	1	11905	Bleyhl Farm Service Inc	153.33	Hose, Clamp Hose; Spark Plug, Charpened Chain Saw
			102 - 542 70 31 000 -		Office & Operating Supplies	15.99	Hose, Clamp Hose
			102 - 542 90 48 000 -		Repairs & Maintenance	121.36	Spark Plug, Charpened Chain Saw
			001 - 576 80 31 000 -		Office & Operating Supplies	15.98	Hose, Clamp Hose
760	02/10/2015	Claims	1	11906	Blue Line Learning Group LLC	249.00	Patrol Response To OMG Class
			001 - 521 20 49 000 -		Miscellaneous	249.00	Patrol Response To OMG Class
761	02/10/2015	Claims	1	11907	Blumenthal	175.39	Holster-Pottle
			001 - 521 20 31 000 -		Office & Operating Supplies	175.39	Holster-Pottle
762	02/10/2015	Claims	1	11908	Board For Vol Firefighters	1,050.00	Disability Insurance And Pension
			001 - 521 20 20 001 -		Personnel Benefits	1,050.00	Disability Insurance And Pension
763	02/10/2015	Claims	1	11909	Boys & Girls Clubs	6,250.00	Boys And Girls Club
			001 - 571 22 41 001 -		Professional Services	6,250.00	Boys And Girls Club
764	02/10/2015	Claims	1	11910	Donald Allen Brown	55.00	CDL Physical
			403 - 534 80 49 000 -		Miscellaneous	55.00	CDL Physical
765	02/10/2015	Claims	1	11911	C/O Laura Menke Butler, Georgette	15.75	Refund inactive customer credit balance
			403 - 343 41 00 000 -		Water Revenues	-15.75	
766	02/10/2015	Claims	1	11912	Cascade Analytical	231.34	Kjeldahl Total Nitrogen; Fecal MPN A-1 Conversion; Fecal Coliform MPN Solid; Fecal MPN A-1 Conversion, Total Percent Solids
			407 - 535 80 41 000 -		Professional Services	44.06	Kjeldahl Total Nitrogen
			407 - 535 80 41 000 -		Professional Services	52.33	Fecal MPN A-1 Conversion
			407 - 535 80 41 000 -		Professional Services	82.62	Fecal Coliform MPN Solid
			407 - 535 80 41 000 -		Professional Services	52.33	Fecal MPN A-1 Conversion, Total Percent Solids
767	02/10/2015	Claims	1	11913	Cascade Natural Gas Corp	5,660.35	Natural Gas; Natural Gas; Natural Gas; Natural Gas; Natural Gas; Natural Gas
			001 - 518 31 47 000 -		Public Utility Services	678.08	Natural Gas
			407 - 535 80 47 000 -		Public Utility Services	2,179.91	Natural Gas
			407 - 535 80 47 000 -		Public Utility Services	191.64	Natural Gas
			102 - 542 90 47 000 -		Public Utility Services	672.02	Natural Gas
			001 - 572 50 47 000 -		Public Utility Services	682.13	Natural Gas
			001 - 576 20 47 000 -		Public Utility Services	1,256.57	Natural Gas
768	02/10/2015	Claims	1	11914	Centurylink Communications Inc	110.23	Long Distance Telephone Bill
			001 - 518 31 42 000 -		Communications	70.27	Long Distance Telephone Bill
			403 - 534 80 42 000 -		Communications	9.89	Long Distance Telephone Bill
			407 - 535 80 42 000 -		Communications	7.35	Long Distance Telephone Bill
			448 - 537 80 42 000 -		Communications	5.68	Long Distance Telephone Bill
			403 - 539 20 42 000 -		Communications	5.68	Long Distance Telephone Bill
			102 - 542 90 42 000 -		Communications	5.68	Long Distance Telephone Bill
			102 - 543 30 42 102 -		Communication	5.68	Long Distance Telephone Bill
769	02/10/2015	Claims	1	11915	Charter Communications	131.95	Internet- City Hall
			001 - 518 88 42 000 -		Communications	131.95	Internet- City Hall

CHECK REGISTER

City Of Prosser
MCAG #: 0205

02/10/2015 To: 02/10/2015

Time: 09:50:21 Date: 02/05/2015
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
770	02/10/2015	Claims	1	11916	Code Publishing Co	230.11	PMC: Electronic Update
					001 - 514 30 41 000 - Professional Services	138.07	PMC: Electronic Update
					403 - 534 80 41 000 - Professional Services	18.41	PMC: Electronic Update
					407 - 535 80 41 000 - Professional Services	18.41	PMC: Electronic Update
					448 - 537 80 41 000 - Professional Services	18.40	PMC: Electronic Update
					403 - 539 20 41 000 - Professional Services	18.41	PMC: Electronic Update
					102 - 542 90 41 000 - Professional Services	18.41	PMC: Electronic Update
771	02/10/2015	Claims	1	11917	Cook's True Value	482.64	Lith Battery 3V; Fasteners; Air Fresheners, Phillips Bit; Lacquer Thinner, Glass Scraper, Scrubber, Vinyl Protectant; Rust Reform Spray; Natural Base Paint, Roll Refill, Roll Cover, Angle Brush, Tray;
					001 - 518 31 31 000 - Office & Operating Supplies	4.66	Bottle Scrubbing Pad
					001 - 518 31 31 000 - Office & Operating Supplies	10.25	Foam Brush, Nail Hole Filler
					001 - 518 31 31 000 - Office & Operating Supplies	22.96	Pro Wire Stripper, Wire
					001 - 521 20 31 000 - Office & Operating Supplies	19.54	Lith Battery 3V
					001 - 521 20 48 000 - Repairs & Maintenance	2.28	Fasteners
					001 - 521 20 48 000 - Repairs & Maintenance	5.18	Air Fresheners, Phillips Bit
					001 - 521 20 48 000 - Repairs & Maintenance	36.74	Lacquer Thinner, Glass Scraper, Scrubber, Vinyl Protectant
					403 - 534 80 31 000 - Office & Operating Supplies	5.27	Noble
					403 - 534 80 31 000 - Office & Operating Supplies	9.22	C Alk Battery
					403 - 534 80 31 000 - Office & Operating Supplies	16.28	D Batteries
					403 - 534 80 31 000 - Office & Operating Supplies	3.79	Clorox Reg Bleach
					407 - 535 80 31 000 - Office & Operating Supplies	13.42	Fasteners
					407 - 535 80 31 000 - Office & Operating Supplies	6.28	Galv Hex Bushing, Galv Nipple
					407 - 535 80 31 000 - Office & Operating Supplies	14.73	Galv Nipple
					407 - 535 80 31 000 - Office & Operating Supplies	38.00	Drain Opener
					407 - 535 80 31 000 - Office & Operating Supplies	14.11	CMP Need Valve
					407 - 535 80 31 000 - Office & Operating Supplies	18.90	Fasteners
					407 - 535 80 31 000 - Office & Operating Supplies	16.28	Lawn Rake
					403 - 539 20 31 000 - Office & Operating Supplies	24.70	Concrete Mix
					403 - 539 20 31 000 - Office & Operating Supplies	5.27	Noble
					403 - 539 20 31 000 - Office & Operating Supplies	54.28	Deck Screw, Ext Cord
					102 - 542 90 31 000 - Office & Operating Supplies	104.26	Natural Base Paint, Roll Refill, Roll Cover, Angle Brush, Tray Liner
					102 - 542 90 31 000 - Office & Operating Supplies	1.30	Fasteners
					102 - 542 90 31 000 - Office & Operating Supplies	10.31	Fold Up Hex Key Set
					102 - 542 90 31 000 - Office & Operating Supplies	5.27	Noble
					001 - 576 80 31 000 - Office & Operating Supplies	14.10	Rust Reform Spray
					001 - 576 80 31 000 - Office & Operating Supplies	5.26	Noble
772	02/10/2015	Claims	1	11918	Cop Shop, Inc	274.00	Shirt-Cole; Return Shirt For Cole; Police Shoulder Patches
					001 - 521 20 21 000 - Uniforms & Equipment	62.99	Shirt-Cole
					001 - 521 20 21 000 - Uniforms & Equipment	-62.99	Return Shirt For Cole
					001 - 521 20 21 000 - Uniforms & Equipment	274.00	Police Shoulder Patches
773	02/10/2015	Claims	1	11919	Database Secure Records Destr	23.38	Destruction Services
					001 - 521 20 41 000 - Professional Services	23.38	Destruction Services
774	02/10/2015	Claims	1	11920	Lynn & Della Davison	15.95	Refund inactive customer credit balance
					403 - 343 41 00 000 - Water Revenues	-15.95	
775	02/10/2015	Claims	1	11921	Day Wireless Systems	2,018.20	Speakers, Surface Mount, Siren Amp

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 35 000		Small Tools & Minor Equipm	2,018.20	Speakers, Surface Mount, Siren Amp
776	02/10/2015	Claims	1	11922	Denchel's Ford Country	570.50	Floor Mats; Weather Strip; Works Fuel Saver Package; Oil Change, Headlights, Suspension Check, Brakes
			001 - 521 20 31 000		Office & Operating Supplies	100.83	Floor Mats
			001 - 521 20 48 000		Repairs & Maintenance	86.20	Weather Strip
			001 - 521 20 48 000		Repairs & Maintenance	35.34	Works Fuel Saver Package
			001 - 521 20 48 000		Repairs & Maintenance	348.13	Oil Change, Headlights, Suspension Check, Brakes
777	02/10/2015	Claims	1	11923	Engineer Supply LLC	48.24	Roll Labels
			001 - 524 20 31 000		Office & Operating Supplies	40.99	Roll Labels
			001 - 524 20 31 000		Office & Operating Supplies	7.25	Roll Labels
778	02/10/2015	Claims	1	11924	Fci Custom Police Vehicles	85.88	Electrical Relay For Veh # 135
			001 - 521 20 31 000		Office & Operating Supplies	85.88	Electrical Relay For Veh # 135
779	02/10/2015	Claims	1	11925	Galls, An Aramark Co LLC	221.44	Wingman Patrol Bag; Rocky Plain TMC Oxford
			001 - 521 20 21 000		Uniforms & Equipment	127.55	Rocky Plain TMC Oxford
			001 - 521 20 31 000		Office & Operating Supplies	93.89	Wingman Patrol Bag
780	02/10/2015	Claims	1	11926	Grainger Inc	357.22	AAA Battery; High Pressure Sodium Lamp; Photocontrol Locking; Long-Body Pintle Hook Receiver-Mount; C Battery, D Battery
			001 - 514 23 31 000		Office & Operating Supplies	5.98	AAA Battery
			001 - 518 31 31 000		Office & Operating Supplies	85.90	Photocontrol Locking
			407 - 535 80 31 000		Office & Operating Supplies	15.45	C Battery, D Battery
			102 - 542 90 31 000		Office & Operating Supplies	141.79	High Pressure Sodium Lamp
			102 - 542 90 31 000		Office & Operating Supplies	108.10	Long-Body Pintle Hook Receiver-Mount
781	02/10/2015	Claims	1	11927	Grandview Lumber Co	143.76	12" PB Shelving; Pressure Treated Wood; Pier Block With 4" Bracket
			001 - 518 31 31 000		Office & Operating Supplies	16.16	12" PB Shelving
			403 - 539 20 31 000		Office & Operating Supplies	111.53	Pressure Treated Wood
			403 - 539 20 31 000		Office & Operating Supplies	16.07	Pier Block With 4" Bracket
782	02/10/2015	Claims	1	11928	Intergraph Corp	552.00	GeoMedia Essentials
			001 - 518 88 31 000		Office & Operating Supplies	110.40	
			001 - 524 20 31 000		Office & Operating Supplies	110.40	
			403 - 534 80 31 000		Office & Operating Supplies	110.40	
			407 - 535 80 31 000		Office & Operating Supplies	110.40	
			102 - 542 90 31 000		Office & Operating Supplies	110.40	
783	02/10/2015	Claims	1	11929	International Institute	275.00	Membership Renewal-Shaw & Murphey
			001 - 514 30 49 000		Miscellaneous	275.00	Membership Renewal-Shaw & Murphey
784	02/10/2015	Claims	1	11930	JJ Polygraph Services LLC	175.00	Polygraph Examination/Lateral Level Police Officer
			001 - 521 20 41 000		Professional Services	175.00	Polygraph Examination/Lateral Level Police Officer
785	02/10/2015	Claims	1	11931	The Janitor's Closet	99.64	Econo Wiper
			001 - 572 50 31 000		Office & Operating Supplies	99.64	Econo Wiper
786	02/10/2015	Claims	1	11932	Leaf	123.80	PD Copy Machine Lease
			001 - 514 23 45 000		Operating Rentals & Leases	123.80	PD Copy Machine Lease
787	02/10/2015	Claims	1	11933	Lourdes Occupational Health	238.00	Comprehensive Physical
			001 - 521 20 41 000		Professional Services	238.00	Comprehensive Physical

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
788	02/10/2015	Claims	1	11934	Lower Valley Machine Shop	49.77	Cut 2 Plates 6 3/4" X 12" X 3/8"
					102 - 542 90 31 000 - Office & Operating Supplies	49.77	Cut 2 Plates 6 3/4" X 12" X 3/8"
789	02/10/2015	Claims	1	11935	The Markets LLC	40.57	Super Chill Water; Dry Ice; Dry Ice
					407 - 535 80 31 000 - Office & Operating Supplies	18.16	Super Chill Water
					407 - 535 80 31 000 - Office & Operating Supplies	19.37	Dry Ice
					407 - 535 80 31 000 - Office & Operating Supplies	3.04	Dry Ice
790	02/10/2015	Claims	1	11936	Mid-Columbia Library	14,869.91	Mid Columbia Library
					001 - 572 20 51 000 - Intergov't Professional Servic	14,869.91	Mid- Columbia Libraries
791	02/10/2015	Claims	1	11937	Moon Security	54.95	Basic Commercial Monitoring
					001 - 521 20 41 000 - Professional Services	54.95	Basic Commercial Monitoring
792	02/10/2015	Claims	1	11938	Mountain States Construction	168,964.97	Zone 2.5 Water Supply Improvements
					420 - 594 34 63 420 - Improvements Other than Bui	168,964.97	Zone 2.5 Water Supply Improvements
793	02/10/2015	Claims	1	11939	Office Depot	292.17	Letering Tape, Ink Cartridge, Sharpies; Certificate; Hook, Panel; Notes, Rubber Bands, Coat Hooks, Wall Files, Goo Gone; Wall Sign; Envelope; Retractable Pen, Note Book, Wireless Mouse, Tape; W2 Forms
					001 - 514 23 31 000 - Office & Operating Supplies	5.68	Letering Tape, Ink Cartridge, Sharpies
					001 - 514 23 31 000 - Office & Operating Supplies	9.76	Certificate
					001 - 514 23 31 000 - Office & Operating Supplies	8.13	Hook, Panel
					001 - 514 23 31 000 - Office & Operating Supplies	34.52	Notes, Rubber Bands, Coat Hooks, Wall Files, Goo Gone
					001 - 514 23 31 000 - Office & Operating Supplies	21.70	Wall Sign
					001 - 514 23 31 000 - Office & Operating Supplies	12.59	Envelope
					001 - 514 23 31 000 - Office & Operating Supplies	52.40	Retractable Pen, Note Book, Wireless Mouse, Tape
					001 - 514 23 31 000 - Office & Operating Supplies	23.75	W2 Forms
					001 - 514 23 31 000 - Office & Operating Supplies	92.55	Report Binders, Ink, Monitor Riser, Comand Hooks
					001 - 518 31 31 000 - Office & Operating Supplies	16.28	Retractable Pen, Note Book, Wireless Mouse, Tape
					403 - 534 80 31 000 - Office & Operating Supplies	14.81	Letering Tape, Ink Cartridge, Sharpies
794	02/10/2015	Claims	1	11940	Oxarc	1,193.51	Sodium Hypochlorite 12.5%
					403 - 534 80 31 000 - Office & Operating Supplies	1,193.51	Sodium Hypochlorite 12.5%
795	02/10/2015	Claims	1	11941	Pocketinet Communications	398.00	Wide Area Network, Dedicated 3 Mbps
					001 - 518 88 42 000 - Communications	398.00	Wide Area Network, Dedicated 3 Mbps
796	02/10/2015	Claims	1	11942	Pollard Water	654.73	Biaugment Product
					407 - 535 80 31 000 - Office & Operating Supplies	654.73	Biaugment Product
797	02/10/2015	Claims	1	11943	Prosser Economic Development A	3,666.70	Grant Writer Agreement, Contract For Services
					001 - 558 70 41 000 - Professional Services	83.37	Grant Writer Services
					001 - 558 70 41 000 - Professional Services		PEDA: Contract For Services
					001 - 558 70 41 000 - Professional Services	2,166.66	Contract For Services
					001 - 558 70 41 000 - Professional Services	1,416.67	Grant Writer Agreement
798	02/10/2015	Claims	1	11944	Prosser Napa	2.54	Spark Plug-Lawn & Garden
					102 - 542 90 31 000 - Office & Operating Supplies	2.54	Spark Plug-Lawn & Garden

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
799	02/10/2015	Claims	1	11945	Psychological Consultants	550.00	Law Enforcement Psychological Testing
					001 - 521 20 41 000 - Professional Services	550.00	Law Enforcement Psychological Testing
800	02/10/2015	Claims	1	11946	Rainwater Water Co	30.00	Water
					407 - 535 80 31 000 - Office & Operating Supplies	30.00	Water
801	02/10/2015	Claims	1	11947	Specialized Armament	475.00	AR-15 Armorer Course
					001 - 521 20 49 000 - Miscellaneous	475.00	AR-15 Armorer Course
802	02/10/2015	Claims	1	11948	Rick & Stephanie Stafford	247.62	Refund inactive customer credit balance; Refund inactive customer credit balance
					403 - 343 41 00 000 - Water Revenues	-245.47	
					403 - 343 41 00 000 - Water Revenues	-74.80	
					407 - 343 60 00 000 - Sewer Revenues	72.65	
803	02/10/2015	Claims	1	11949	TAG Global	997.85	Vehicle Dock
					001 - 518 88 35 001 - Small Tools & Minor Equipm	498.92	Vehicle Dock
					001 - 521 20 35 000 - Small Tools & Minor Equipm	498.93	Vehicle Dock
804	02/10/2015	Claims	1	11950	Tolman Electric	304.08	Service Call- Lift Station
					407 - 535 80 41 000 - Professional Services	304.08	Service Call- Lift Station
805	02/10/2015	Claims	1	11951	Valley Pipe Co	52.67	6" 45degree
					403 - 539 20 31 000 - Office & Operating Supplies	52.67	6" 45 Degree
806	02/10/2015	Claims	1	11952	Valley Publishing Co Inc	319.26	Notice Of Complete Application- Variance; Notice Ordinance Summary 14-2992; Employment Ad: Public Works Utility Worker 1; Employment Ad: Public Works Utility Worker 1
					001 - 514 30 41 000 - Professional Services	24.00	Notice Ordinance Summary 14-2992
					403 - 534 80 41 000 - Professional Services	117.63	Employment Ad: Public Works Utility Worker 1
					403 - 534 80 41 000 - Professional Services	117.63	Employment Ad: Public Works Utility Worker 1
					001 - 558 60 41 000 - Professional Services	60.00	Notice Of Complete Application- Variance
807	02/10/2015	Claims	1	11953	Varidesk, LLC	411.36	Varidesk Pro Plus
					001 - 511 60 49 000 - Miscellaneous	411.36	Varidesk Pro Plus
808	02/10/2015	Claims	1	11954	WA Dept Health	3,583.00	2015 Water Operating Permit Fee
					403 - 534 80 49 000 - Miscellaneous	3,583.00	2015 Water Operating Permit Fee
809	02/10/2015	Claims	1	11955	WA Dept Transportation Sc	304.24	Inspection Costs- Water Trans Main; Liquid De-Icer/Maint Sand
					403 - 534 80 51 000 - Intergov'T Professional Servic	94.52	Inspection Costs- Water Trans Main
					102 - 542 66 31 000 - Office & Operating Supplies	209.72	Liquid De-Icer/Maint Sand
810	02/10/2015	Claims	1	11956	WA State Treasurer	9,262.83	PSEA
					001 - 586 00 03 000 - PSEA and CVC Disbursemen	9,262.83	PSEA
811	02/10/2015	Claims	1	11957	Washington State University	1,100.00	Professional Development II-K. Murphey
					001 - 514 30 49 000 - Miscellaneous	1,100.00	Professional Development II-K. Murphey
812	02/10/2015	Claims	1	11958	The Wesley Group	1,400.00	Labor Relations Consultation
					001 - 518 10 41 000 - Professional Services	1,400.00	
813	02/10/2015	Claims	1	11959	West Benton Fire Rescue	27,850.00	IPS: January 2015
					001 - 522 10 51 000 - Intergov't Professional Srvc-F	27,850.00	IPS: January 2015

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City Of Prosser
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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		514		Financial, Recording & Elections	2,177.93	
		518		Centralized Services	5,918.93	
		521		Law Enforcement	6,723.41	
		522		Contracted Services	27,850.00	
		524		Protective Inspections	158.64	
		558		Planning & Community Devel	3,806.70	
		566		Substance Abuse	315.71	
		569		Senior Center	509.77	
		571		Education & Recreation	6,250.00	
		572		Libraries	16,662.92	
		576		Park Facilities	2,632.38	
		580		Non Expeditures	9,451.92	
	001	General Fund			82,869.67	
		542		Streets - Maintenance	4,024.69	
		543		Streets Admin & Overhead	5.68	
	102	Street Fund			4,030.37	
		340		Charges For Goods & Services	351.97	
		534		Water Utilities	6,315.77	
		539		Irrigation And Reclamation	371.65	
	403	Water Fund			7,039.39	
		340		Charges For Goods & Services	-72.65	
		535		Sewer	11,359.69	
	407	Sewer Fund			11,287.04	
		594		Capital Expenditures	168,964.97	
	420	Zone 2.5 Water Supply Improv			168,964.97	
		537		Garbage & Solid Waste	61,849.62	
	448	Garbage Fund			61,849.62	
		* Transaction Has Mixed Revenue And Expense Accounts			336,041.06	Claims: 336,041.06

Agest

Signature

2/15/15

Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve Change Order No.1 in the amount of \$17,988.63 for the Zone 2.5 Water Supply Improvements Project and authorize the Mayor to sign the documents.		Meeting Date: February 10, 2015 Regular Meeting	
Department: Public Works	Director: L.J. DaCorsi	Contact Person: L.J. DaCorsi	Phone Number: (509) 786-2332
Cost of Proposal: Total Project Cost at Bid Opening- \$780,391.00 Change Order No. 1 - \$17,988.63		Account Number:	
Amount Budgeted: \$890,315.00 - 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: <i>R. Mamas</i>			
Attachments to Agenda Packet Item: 1. Letter from HLA recommending approval of Change Order No. 1 2. Change Order No. 1, dated January 23, 2015			
Summary Statement: This Agenda Bill is to approve Change Order No. 1 in the amount of \$17,988.63 for construction services on this project and authorize the Mayor to sign the documents. The construction contract was awarded to Mountain States Construction. Construction began on January 5, 2015 and during potholing for the new transmission main, the Contractor discovered misalignment of the City-owned 6-inch water main that serves the trailer court below the Water Treatment Plant. In order for the project to continue, the alignment of the 6-inch main must be corrected to allow for the placement of the new transmission main and to avoid complications associated with two mains sharing the same trench. Because the City and Contractor were unaware of this field condition, the work was not part of the original bid and contract price, and the additional work is crucial to continuation of the project, a change order authorization is necessary. Change orders on public works construction projects require Council action and Mayor's authorization.			

<u>Consistent with or Comparison to:</u>		
EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL		
<u>Recommended City Council Action/Suggested Motion:</u>		
Approve Change Order No.1 in the amount of \$17,988.63 for the Zone 2.5 Water Supply 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: 2/6/15	Date: 2/6/15	Date:
<u>Today's Date:</u>	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>
February 4, 2015		



Jeffrey T. Louman, PE Terry D. Alapeteri, PE Stephanie J. Ray, PE
 Theodore W. Pooler, PE Gene W. Soules, PE Dustin L. Posten, PE
 Michael T. Bartle, PE Timothy D. Fries, PLS Stephen S. Hazzard, PE
 Eric T. Herzog, PLS Justin L. Bellamy, PE Michael R. Heit, PE

Civil Engineering ♦ Land Surveying ♦ Planning

February 3, 2015

City of Prosser
 601 Seventh Street
 Prosser, WA 99350

Attn: L.J. DaCorsi
 Public Works Director

Re: City of Prosser
 Zone 2.5 Water Supply Improvements
 Change Order No. 1 Summary
 HLA Project No. 13109C

Dear L.J.:

Per your request, this letter provides a summary of the proposed Change Order No. 1 for replacement of the 6-inch water main serving the mobile home park near the City Water Treatment Plant. During potholing for the new transmission main, the Contractor discovered misalignment of the 6-inch water main that serves the trailer court. This change order authorizes construction and payment (\$17,988.63) to replace and correct problems with the existing water main. We recommend correcting the alignment of the water main to avoid complications associated with sharing a trench with the new transmission main, and to allow City crews to locate the 6-inch water main in the future. A decision regarding this work is time sensitive to avoid costly construction delays; for this reason the Contractor was authorized to proceed with this additional work after discussion with the Water Department and yourself.

Due to favorable bid prices at the time of bid, the total project cost is approximately \$110,000 below the DWSRF loan amount as summarized in the table below. Therefore, the project cost including the change order will not exceed the original loan amount or affect current projected water rates. We recommend Change Order No. 1 be signed by the City.

Item	Project Budget	Cost at Bid Opening
Design Engineering, Plans, Specifications and Estimate	\$79,500	\$92,900
Construction Engineering, Programming and Admin	\$96,200	\$114,800
Environmental/Cultural Review/ROW/Easements	\$40,000	\$15,000
DOH Review/Approval Fees	\$3,000	\$778
Construction	\$662,800	\$548,098
Loan Fee	\$8,815	\$8,815
Total Project Cost	\$890,315	\$780,391
DWSRF Loan Amount	\$890,315	\$890,315
Loan Remaining		\$109,924
Loan Remaining After Change Order No. 1		\$91,924

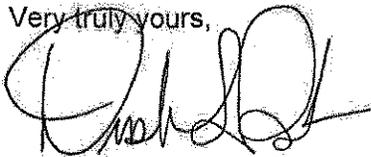
City of Prosser
February 3, 2015
Page 2

Attached, please find three copies of Change Order No. 1 for the above referenced project.

When all three copies of the Change Order have been signed by the City of Prosser, please retain one copy for your records, and return the remaining two copies to us for distribution.

Should you have any questions regarding this summary or Change Order No. 1, please contact me at (509) 966-7000.

Very truly yours,



Dustin L. Posten, PE

DLP/crf

Enclosures

Copy: Correspondence File

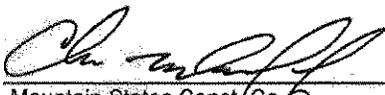
CHANGE ORDER NO. 1

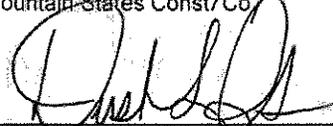
OWNER: City of Prosser
 PROJECT NAME: ZONE 2.5 WATER SUPPLY IMPROVEMENTS
 DWSRF PROJECT NO.: DM13-952-140
 HLA PROJECT NO.: 13109C
 CONTRACTOR: Mountain States Const. Co.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including State Sales Tax):	\$548,098.18
Current Contract Price Adjusted by Previous Change Order(s) (Including State Sales Tax):	\$548,098.18
Change in Contract Price Due to This Change Order (Including State Sales Tax):	\$17,988.63
Adjusted Contract Price Due to This Change Order (Including State Sales Tax):	\$566,086.81

Original Contract Completion Date:	March 31, 2015
Current Contract Completion Date Adjusted by Non-Working Days and/or Previous Change Order:	March 31, 2015
Change in Contract Completion Date Due to This Change Order:	Three (3) Additional Working Days
Revised Contract Completion Date:	April 3, 2015

CONTRACTOR:  Date: 1/30/15
 Mountain States Const. Co.

ENGINEER:  Date: 2/3/15
 Hulbregtse, Louman Associates, Inc.

OWNER: _____ Date: _____
 City of Prosser

January 23, 2015

City of Prosser
 ZONE 2.5 WATER SUPPLY IMPROVEMENTS
 DWSRF Project No.: DM13-952-140
 HLA Project No.: 13109C

CHANGE ORDER NO. 1

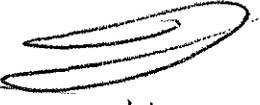
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1-1	6" DI Water Main	LF	165	\$71.50	\$11,797.50
1-2	Install City Provided 6" Gate Valve, Complete	EA	1	\$775.00	\$775.00
1-3	Remove and Dispose of Existing 6" Pipe	LF	175	\$14.50	\$2,537.50
1-4	Relocate Existing Fire Hydrant	EA	1	\$1,500.00	\$1,500.00
CHANGE ORDER NO. 1 SUBTOTAL					\$16,610.00
SALES TAX @ 8.3%					\$1,378.63
CHANGE ORDER NO. 1 TOTAL					\$17,988.63

During potholing for new transmission main, the Contractor discovered misalignment of the 6" water main that serves the trailer court. The existing 6" line created conflicts with the new transmission main. This change order authorizes construction and payment to replace and correct problems with the existing line.

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of a Resolution Declaring Certain Police Department Property as Surplus and Allowing for the Donation of the Property to the Walla Walla Police Department.		Meeting Date: February 10, 2015 Regular Meeting	
Department: Police Department	Director: David Giles	Contact Person: David Giles	Phone Number: (509) 786-1500
Cost of Proposal: \$0		Account Number: Various	
Amount Budgeted: \$0		Name and Fund#: Various	
Reviewed by Finance Department: <i>R. Maurer</i>			
Attachments to Agenda Packet Item: 1. Resolution 15-_____			
Summary Statement: Recently the Police Department retired its Canine Officer, Bosco, to his handler Officer Shane Hellyer. As part of this process it is necessary to surplus property that will no longer be useful given Bosco's departure. Staff is requesting the Council consider the surplus of the canine holding compartment that was mounted in the handler's patrol car. There is little value to the equipment given it's current condition and the cost to clean or prepare the item for sale would exceed to the value of the equipment. In this case the item would typically be disposed of. The City was contacted by the City of Walla Walla who also has a canine program as well as the same model vehicles as the City. The proposed resolution allows for the donation of this equipment to the Walla Walla Police Department. It is important to note that, while there is no budget or plan at this time to commission another canine officer, this compartment would not fit the new vehicles utilized by the department and therefore the department would still not have use for it.			
Recommended City Council Action/Suggested Motion: Adopt Resolution 15 - _____ Declaring certain property of the City of Prosser to be surplus and allow for the donation of such property to the Walla Walla Police Department.			

<u>Reviewed by Department Director:</u> 	<u>Reviewed by City Attorney:</u>  Date: 2/4/15	<u>Approved by Mayor:</u> Not Available - Date:
<u>Today's Date:</u> January 23, 2015	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 15-_____

**A RESOLUTION DECLARING CERTAIN PROPERTY OF THE
CITY OF PROSSER TO BE SURPLUSED**

WHEREAS, the Police Department no longer has a Canine; and

WHEREAS, the Police Department has a dog cage "Cage" used to contain the Canine that can only be used in a Crown Victoria police vehicle; and

WHEREAS, the Police Department not only is phasing out its fleet of Crown Victoria Vehicles, but has no present intent to obtain another Canine; and

WHEREAS, the Cage is dirty and would have to be cleaned and prepared for sale; and

WHEREAS, the cost to clean and prepare the Cage for sale is approximately \$500 and the fair market value of a cleaned and sale ready Cage is \$500; and

WHEREAS, the City of Walla Walla has a canine program and is willing to assume ownership of the Cage in its "AS IS" and "WHERE IS" condition; and

WHEREAS, the City of Prosser has no other present or future need or use for the Cage;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Prosser that the Cage is hereby declared surplus to the needs of the City and is hereby transferred to the city of Walla Walla in its "AS IS" and "WHERE IS" condition.

BE IT FURTHER RESOLVED that if Walla Walla declines to accept the Cage, then the Mayor may dispose of the Cage as scrap.

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

MAYOR PAUL WARDEN

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be a stylized name, possibly "Howard Saxton".

HOWARD SAXTON, CITY ATTORNEY

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of a Resolution and Final Draw Request for the Police Patrol Car Project.		Meeting Date: February 10, 2015 Regular Meeting	
Department: Finance	Director: Regina Mauras	Contact Person: Regina Mauras	Phone Number: (509) 786-2332
Cost of Proposal: \$88,506.38		Account Number: 597-00-00	
Amount Budgeted: \$0		Name and Fund# General Fund Small Project Fund (105)	
Reviewed by Finance Department: USDA Contribution = \$43,600 City of Prosser Contribution = \$44,906.38			
Attachments to Agenda Packet Item: 1. Resolution 15-_____ 2. USDA Draw Request No. 1			
Summary Statement: In 2014 the City was awarded \$43,600 by USDA for purchase two patrol cars for the Police Department. As part of this project, the City used \$83,166 of Criminal Justice Funds (148) to fund the purchase with \$39,566 to be paid back by the general fund and \$43,600 to be paid back by USDA. At this time the cars, accessories, and other required paperwork have been received and the City has issued payment for the items. As you can see from the amounts above the expenditures exceeded initial estimates by \$5,340.38 which was paid using funds from the General Fund. It is now necessary to approve the attached resolution accepting the project as complete and authorize the Mayor to sign the one and only draw report requesting the awarded funding of \$43,600. Once received, the \$43,600 will be transferred to the Criminal Justice Fund to re-pay the fund used for the initial purchase.			
Recommended City Council Action/Suggested Motion: Adopt Resolution 15-_____ accepting the Police Patrol Car Project as complete, approve Draw Request Number 1, and Authorize the Mayor, or his designee, to sign the documents.			

<u>Reviewed by Department Director:</u> Regina Mamas Date: 2/6/2015	<u>Reviewed by City Attorney:</u>  Date: 1/29/15	<u>Approved by Mayor:</u> Not Available- Date:
<u>Today's Date:</u> January 27, 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 ACCEPTANCE OF THE POLICE PATROL CAR PROJECT AS COMPLETE.

WHEREAS; the City of Prosser was awarded funding from USDA for the purchase two patrol cars; and

WHEREAS; the USDA contributed \$43,600 to the project with the remainder of \$45,320.42 was contributed by the City of Prosser; and

WHEREAS; the vehicles and accessories have been delivered, installed and paid for and all the necessary manuals and paperwork have been delivered to the City of Prosser; and

WHEREAS; January 27, 2015, is the date all work was completed, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON TO ACCEPT THE POLICE PATROL CAR PROJECT AS COMPLETE.

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

OUT LAY REPORT AND REQUEST FOR REIMBURSEMENT



Draw Request Number:	City of Prosser			Police Cars x2				
	#1	Initial Budget	Current Budget	Previous Paid to Date	Payment Requested #1			
<i>Misc. Soft Costs</i>								
		-	-	-	-	-	-	0.00%
Purchase of two police car #1	30,760.00	30,760.00	-	30,760.00	30,760.00	-	-	100.00%
Purchase police car #2	31,047.44	31,047.44	-	31,047.44	31,047.44	-	-	100.00%
Day wireless	26,698.94	26,698.94	-	26,698.94	26,698.94	-	-	100.00%
		-	-	-	-	-	-	0.00%
		-	-	-	-	-	-	0.00%
		-	-	-	-	-	-	0.00%
<i>Engineering/Architectural</i>								
EJCDC - Prelim.		-	-	-	-	-	-	0.00%
EJCDC - Design		-	-	-	-	-	-	0.00%
EJCDC - Const. Admin		-	-	-	-	-	-	0.00%
EJCDC - Inspection		-	-	-	-	-	-	0.00%
		-	-	-	-	-	-	0.00%
		-	-	-	-	-	-	0.00%
		-	-	-	-	-	-	0.00%
<i>Construction w/ sales tax</i>								
Contractor/Contract#		-	-	-	-	-	-	0.00%
Contractor/Contract#		-	-	-	-	-	-	0.00%
Contractor/Contract#		-	-	-	-	-	-	0.00%
Contractor/Contract#		-	-	-	-	-	-	0.00%
Contractor/Contract#		-	-	-	-	-	-	0.00%
Contractor/Contract#		-	-	-	-	-	-	0.00%
Contingency		-	-	-	-	-	-	0.00%
Contingency as a Percent of Total	0.00%	0.00%	-	-	-	-	-	0.00%
Total	88,506.38	88,506.38	-	88,506.38	88,506.38	-	-	100.00%
PROJECT FUNDING BREAKDOWN								
Applicant contribution	39,566.00	39,566.00	-	39,566.00	39,566.00	-	-	100.00%
Applicant additional contribution	5,340.38	5,340.38	-	5,340.38	5,340.38	-	-	100.00%
Other Funders 2		-	-	-	-	-	-	0.00%
Other Funders 3		-	-	-	-	-	-	0.00%
Other Funders 4		-	-	-	-	-	-	0.00%
Other Funders 5		-	-	-	-	-	-	0.00%
Other Funders 6		-	-	-	-	-	-	0.00%
Other Funders 7		-	-	-	-	-	-	0.00%
Other Funders 8		-	-	-	-	-	-	0.00%
Other Funders 9		-	-	-	-	-	-	0.00%
USDA RD Loan		-	-	-	-	-	-	0.00%
USDA RD Grant	43,600.00	43,600.00	-	43,600.00	43,600.00	-	-	100.00%
Total	88,506.38	88,506.38	-	88,506.38	88,506.38	-	-	100.00%
FUNDS - DIFFERENCE								
Date of Outlay Report	6/4/2008							
APPROVAL AND SIGNATURE SECTION								
OWNER'S APPROVAL:								
Mayor, President, etc.	DATE							
ENGINEER/ARCHITECT APPROVAL:								
Engineer Name	DATE							
USDA RURAL DEVELOPMENT CONCURRENCE:								
RD Specialist Name	DATE							

OWNER CERTIFICATION: I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

Invoices will be approved by the borrower and their engineer, as appropriate, and submitted to the processing office for concurrence. The review and acceptance of project costs, including construction pay estimates, by USDA Rural Development does not attest to the correctness of the amounts, the quantities shown or that the work has been performed under the terms of the agreements or contracts.

Notes:

Version 3.1 - 06/25/2008

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<p>Agenda Title: Approve Huijbregtse Louman Associates, Inc. (HLA) as the City of Prosser's Consulting City Engineer for Municipal Engineering Services for 2015 and Authorize the Mayor to Sign the Contract.</p>		<p>Meeting Date: February 10, 2015 Regular Meeting</p>	
<p>Department: Public Works</p>	<p>Director: L.J. Da Corsi</p>	<p>Contact Person: L.J. Da Corsi</p>	<p>Phone Number: (509) 786-2332</p>
<p>Cost of Proposal: Not applicable</p>		<p>Account Number:</p>	
<p>Amount Budgeted: Budgeted for 2015 - Professional Services (Other departmental funds as designated for Professional Services-Administration, Finance, Planning, Building, Parks, Pool, Garbage, etc.)</p>		<p>Name and Fund# #403-Water Fund #407-Sewer Fund #102-Street Fund</p>	
<p>Reviewed by Finance Department: <i>Regina Haines</i></p>			
<p>Attachments to Agenda Packet Item:</p> <ol style="list-style-type: none"> 1. Agreement for Professional Services between the City of Prosser and Huijbregtse Louman Associates, Inc. (HLA) 2. Exhibit "A" - Schedule of Rates for HLA (2015) 3. Exhibit "B" - Task Order Form regarding General Agreement between the City of Prosser and HLA 			
<p>Summary Statement:</p> <p>The City of Prosser has a need for municipal engineering and consulting services for various projects throughout the year. We cannot arbitrarily select an engineer and therefore must go through a process as required by the RCW. The City of Prosser has followed the procurement process for engineering services in accordance with RCW 39.80.</p> <p>RCW 39.80.040 Procurement of architectural and engineering services — Submission of statement of qualifications and performance data — Participation by minority and women-owned firms and veteran-owned firms.</p>			

In the procurement of architectural and engineering services, the agency shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data. The agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, based upon criteria established by the agency, the firm deemed to be the most highly qualified to provide the services required for the proposed project. Such agency procedures and guidelines shall include a plan to insure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the professional communities involved.

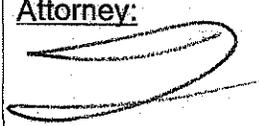
A Request for Statement of Qualifications was posted by the City of Prosser in the local newspaper of record. Only one consulting firm responded to the City's Request for Statement of Qualifications. City Staff reviewed the Statement of Qualifications and determined Huibregtse Louman Associates, Inc. (HLA) as the most qualified engineering consultant that will best suit the needs of the City of Prosser for 2015.

Consistent with or Comparison to:

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

Recommended City Council Action/Suggested Motion:

Approve Huibregtse Louman Associates, Inc. (HLA) as the City of Prosser's Consulting City Engineer for Municipal Engineering Services for 2015 and Authorize the Mayor to Sign the Contract.

<p><u>Reviewed by Department Director:</u>  Date: 2/6/15</p>	<p><u>Reviewed by City Attorney:</u>  Date: 2/6/15</p>	<p><u>Approved by Mayor:</u> Not Available Date:</p>
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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this _____ day of _____, 2015, by the CITY OF PROSSER, 601 Seventh Street, Prosser, WA 99350, hereinafter called the CITY, and HUIBREGTSE, LOUMAN ASSOCIATES, INC., 2803 River Road, Yakima, WA 98902, hereinafter called the CONSULTANT;

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1. **ENGAGEMENT OF CONSULTANT:** The CITY, acting pursuant to its vested authority, and in accordance with the City Council's approval on _____, 2015, does hereby hire the CONSULTANT and the CONSULTANT agrees to perform professional engineering, surveying, and management services as requested by the CITY. Paul Warden, Mayor, or designated representative, will act as the liaison for the CITY and Mr. Jeffrey T. Louman, PE, will act as liaison for the CONSULTANT for administration of this Agreement. This Agreement for Professional services can only be amended or revised by the written agreement of both parties.

The relationship of the CONSULTANT to the CITY shall be that of an independent CONSULTANT rendering professional services. The CONSULTANT shall have no authority to execute contracts or to make commitments on behalf of the CITY and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the CITY and the CONSULTANT.

2. **CHARACTER AND EXTENT OF SERVICES:** The CONSULTANT shall perform certain professional engineering, surveying, and management services as requested during the calendar year of 2015. Such services to include the following types of work:
 - a. General municipal engineering tasks for street, storm drain, water, sanitary sewer, parks, and garbage including, but not limited to, development of studies, plans and reports; analysis of utility rates and infrastructure funds; design, plans and specifications and contract documents; and assistance with grant and loan funding applications and prospectuses.
 - b. Preparation of a Water System Plan, General Sewer Plan, Stormwater Management Plan, and Capital Facilities Plan.
 - c. Design, plans, specifications, and services during construction for sanitary sewer system and wastewater treatment improvements.
 - d. Design, plans, specifications, and services during construction for domestic water improvements.
 - e. Design, plans, specifications, and services during construction for street improvements.
 - f. Design, plans, specifications, and services during construction for storm drainage improvements.
 - g. Surveying tasks for right-of-way, easements, property boundaries, and subdivision of property.

- h. Project cost estimates (opinions of cost), reports, and applications for funding.
 - i. Miscellaneous engineering and surveying tasks as requested.
 - j. Growth management planning services via subconsultant(s).
 - k. Architectural services for City facilities via subconsultants(s).
3. **TASK ORDERS/SPECIFIC HOURLY RATE BASIS:** Prior to commencement of any service to be performed through a task order, the CITY and CONSULTANT shall mutually agree upon and execute a task order for the specified service utilizing the general form of task order attached hereto as Exhibit "B" and by this reference incorporated herein. The task order shall describe the services to be provided, the time for performance of the service, the fee provisions for the services, and any provisions additional to this agreement. Execution by the CITY and CONSULTANT of subsequent task orders shall incorporate such subsequent task orders into this agreement.

Services to be performed on a specific hourly rate basis shall not require a task order, but shall only be performed upon authorization from the Mayor, or designated Department Head.

4. **ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY:** The CITY will provide or perform the following:
- a. Provide full information as to CITY requirements of the Project.
 - b. Assist the CONSULTANT by placing at his disposal all available information pertinent to the site of the Project including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the Project.
 - c. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
 - d. Advertise for hearings and proposals for bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.
 - e. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.
 - f. Pay the costs of publishing environmental review documents.

5. **COMPLETION TIMES:** The services called for under the various phases of Section 2 of this Agreement shall be completed as follows:

Services required for these tasks shall be completed within the times mutually determined by the CITY and the CONSULTANT.

6. **PROFESSIONAL FEES:** For the services furnished by the CONSULTANT as described under Section 2 of this Agreement, the CITY agrees to pay the CONSULTANT the fees as set forth herein:

According to Exhibit A - Schedule of Hourly Rates on a time spent basis plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out-of-town travel costs, long distance telephone calls, and outside consultants. Outside subconsultant's billings shall be marked up by a factor of 1.10 times the subconsultant billing.

7. **PAYMENT:** Monthly payments, payable according to Section 8 of this Agreement, based on the documented amount due.
8. **CITY PAYMENT SCHEDULE:** The CITY will process for payment all statements received by the 10th day of each month for work done from the 1st day of the prior month. All statements not paid within 30 days of the date of billing shall be subject to service charges of one and one-quarter percent (1.25%) per month.
9. **FACILITIES TO BE FURNISHED BY THE CONSULTANT:** The CONSULTANT shall furnish and maintain a central office, drafting space, and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established consulting engineering and surveying practice.
10. **TERMINATION:** The CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days written notice to the other party. In such event, the CITY shall forthwith pay the CONSULTANT in full for all work previously authorized and performed prior to notice of termination. In the event of termination, the CONSULTANT agrees to cooperate reasonably with any consulting engineer thereafter retained by the CITY in making available information developed as the result of work previously performed by the CONSULTANT. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon completion of all applicable requirements of the Agreement.
11. **ARBITRATION:** All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based upon such claim, dispute, or other matter in question would be barred by applicable statute of limitations.

The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction.

In the event of a claim, jurisdiction and venue shall be in Benton County, Washington.

Notwithstanding anything to the contrary in this Agreement, in the event that the CITY is involved in litigation with a contractor or any other person, and the CITY, in its sole discretion, believes that joinder of the CONSULTANT in such litigation is necessary in order to fully protect the CITY and litigate the dispute, the CITY may join the CONSULTANT in such litigation rather than engaging in arbitration with the CONSULTANT over the subject matter of the dispute.

12. **INDEMNIFICATION:** The CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by the negligent act, omission, or failure of the CONSULTANT, its officers, agents and employees, in performing the work required by this Agreement.

The CONSULTANT shall secure and maintain in force throughout the duration of this Agreement, comprehensive general liability insurance written on an occurrence basis with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury, \$1,000,000 per occurrence/aggregate for property damage and \$1,000,000 professional liability insurance.

In the event the CITY requires contractors or subcontractors working on CITY projects to acquire and provide proof of insurance covering public liability, death, and property damage naming the CITY as an insured, the CITY shall require said contractors or subcontractors to name the CONSULTANT as an additional insured.

13. **ASSIGNMENT:** The CONSULTANT shall not assign this Agreement, or any of the work or services covered by this Agreement, without the express written consent of the CITY.

14. **STANDARD FOR PERFORMANCE:** The CONSULTANT shall perform its services in accordance with generally accepted engineering and consultant standards and shall be responsible for the professional and technical soundness and accuracy of all work and services furnished pursuant to this Agreement.

15. **OPINIONS OF COST:** The CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, and its opinions of probable project or construction costs (Engineer's Estimates) are to be made on the basis of its experience and qualifications and represents its judgment as an experienced and qualified Professional Engineer, familiar with the construction industry. However, the CONSULTANT cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from the opinions of probable costs prepared by it.

16. **CONSTRUCTION AND SAFETY:** The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incidental to work of contractors. It is the intent that the construction contractors will be held responsible for means and methods of construction and all safety issues.

17. **SUBMITTAL REVIEW:** Review of proposed contractor substitutions of materials and equipment by CONSULTANT is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements.

18. **OWNERSHIP AND REUSE OF DOCUMENTS:** The originals of all documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement shall remain the property of the CITY and are instruments of service in respect of the Project. The CONSULTANT shall provide the CITY with reproducible copies of all documents, drawings, specifications, and other work products that shall be the property of the CITY. Such documents, drawings, and specifications are not intended nor represented by the CONSULTANT to be suitable for reuse by the CITY or

others on extensions of the services provided for the intended project or on any other project. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the CONSULTANT, and the CITY shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The above provisions also apply to electronic media files. The CONSULTANT shall provide the CITY with "ASCII" and/or "AutoCAD drawing (dwg)" files of work performed for and paid for by the CITY at the request of the CITY, with the following provisions:

- a. The documents are protected by the rules and regulations of U.S. Copyright Laws.
- b. The use or reuse of original or altered electronic files by the CITY or others the CITY has released these files to will be at the CITY's own risk and liability.
- c. The CONSULTANT shall be indemnified and held harmless by the CITY to the fullest extent of the law from any and all claims, suit, liability, demands, or costs arising out of the information contained on the files.
- d. The CONSULTANT cannot guarantee the accuracy of the electronic information and, therefore, disclaims any and all responsibility for any results obtained as a result of their use.

19. **PUBLIC RECORDS ACT COMPLIANCE:** In the event the CITY or CONSULTANT receives a request for public records maintained or used by CONSULTANT pursuant to this agreement, CONSULTANT shall provide copies of all records responsive to such request to CITY within 10 days from the date of the request for public records. If CITY or CONSULTANT receives a public records request for records used or maintained by CONSULTANT pursuant to this agreement, either party shall notify the other of such request within 2 business days of the request. If required by law, CONSULTANT shall respond to a request for public records in accordance with Chapter 42.56 RCW, and provide all non-exempt responsive records to the requester. If CONSULTANT fails to comply with the terms of this paragraph, then CONSULTANT shall be liable for all costs, damages, penalties, attorney's fees, or other expenses incurred by CITY due to such failure. This paragraph does not limit the CITY's other remedies for a breach of this agreement by CONSULTANT. Unless required by Chapter 42.56 RCW or other laws, this paragraph shall not be interpreted to require the CITY or CONSULTANT to provide records to a requester of public records.

20. **CITY-PROVIDED INFORMATION:** CONSULTANT is entitled to rely on all information furnished or to be furnished by the CITY. The CITY agrees to defend and indemnify CONSULTANT, its officers, agents, and employees from any and all claims of any kind arising out of or relating to any claims caused by an error or omissions in information provided by the CITY which were the cause of the claim for damages and provided, further, that the CONSULTANT's reliance on such information was reasonable under the circumstances.

21. **THIRD-PARTY BENEFICIARIES:** It is recognized that the services performed by CONSULTANT are for the benefit of the CITY and no other party. There are no third-party beneficiaries to this Agreement.

22. **EXECUTIVE ORDER 11246 CLAUSE**

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause.
- b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies and raw materials.
- d. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the CITY, and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the CONSULTANT's noncompliance with the noncompliance provision clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 25, 1965, or as otherwise provided by law.
- g. The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

23. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This shall include compliance with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964.
24. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED:** No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
25. **AGE DISCRIMINATION ACT OF 1975, AS AMENDED:** No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et seq.)
26. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:** No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)
27. **PUBLIC LAW 101-336, AMERICANS WITH DISABILITIES ACT OF 1990:** Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
28. **THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968, SECTION 3, COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES CLAUSE:**
- A. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development (Department, or HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area; and contracts for work in connection with the PROJECT be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the PROJECT.
 - B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
 - C. The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or

understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the PROJECT and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the PROJECT, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

29. **CONFLICT OF INTEREST PROVISION:** The CONSULTANT covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict any manner or degree with the performance of his/her services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interests shall be employed.

30. **ACCESS TO RECORDS CLAUSE:** The CITY, the Washington State Department of Commerce (COMMERCE), and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the Agreement for the purposes of making audits, examination, excerpt, and transcriptions.

The CONSULTANT agrees to maintain such records and follow such procedures as may be required under the State's Community Development Block Grant (CDBG) Program and any such procedures as the CITY or COMMERCE may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the CONSULTANT for a period of six (6) years after the completion of the CITY's project, unless a longer period is required to resolve audit findings or litigation. In such cases, the CITY shall request a longer period for record retention.

31. **INTEREST OF MEMBERS OF A CITY:** No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the CONSULTANT shall take appropriate steps to assure compliance.
32. **INTEREST OF OTHER PUBLIC OFFICIALS:** No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT shall take appropriate steps to assure compliance.
33. **INTEREST OF CONSULTANT AND EMPLOYEES:** The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF PROSSER

Paul Warden, Mayor

ATTEST:

Rachel Shaw, City Clerk

(SEAL)

HUIBREGTSE, LOUMAN ASSOCIATES, INC.



Jeffrey T. Louman, President

EXHIBIT "A"
SCHEDULE OF RATES
FOR
HUIBREGTSE, LOUMAN ASSOCIATES, INC.
Effective January 1, 2015, through December 31, 2015

Licensed Principal Engineer	\$183.00 per hour
Licensed Principal Land Surveyor	\$165.00 per hour
Licensed Professional Engineer	\$150.00 per hour
Licensed Professional Land Surveyor	\$136.00 per hour
Project Engineer	\$123.00 per hour
Contract Administrator	\$113.00 per hour
CAD Technician	\$108.00 per hour
Resident Engineer/Inspector	\$102.00 per hour
Surveyor	\$102.00 per hour
Senior Engineering Technician	\$102.00 per hour
Engineering Technician	\$72.00 per hour
Word Processing Technician	\$72.00 per hour
Surveyor on Two Man Crew	\$98.00 per hour
Surveyor on Three Man Crew	\$86.00 per hour
Vehicle Mileage	\$0.57 per mile
Global Positioning Survey System Fee	\$93.00 per hour

EXHIBIT "B"

TASK ORDER NO. _____

REGARDING GENERAL AGREEMENT BETWEEN CITY OF PROSSER
AND
HUIBREGTSE, LOUMAN ASSOCIATES, INC.

Project Description:

Scope of Services:

Time of Performance:

Fee for Services:

Proposed:

Huibregtse, Louman Associates, Inc.
Jeffrey T. Louman, President

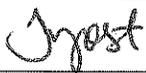
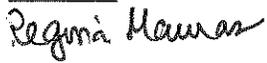
Date

Approved:

CITY OF PROSSER
Paul Warden, Mayor

Date

CITY OF PROSSER, WASHINGTON
AGENDA BILL

Agenda Title: Accept Monthly Report by Prosser Economic Development Association for the month of January 2015 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 and \$83.37 for December 2014 Grant Writer Services.		Meeting Date: February 10, 2015 Regular Meeting	
Department: Finance	Director: Regina Mauras	Contact Person: Toni Yost	Phone Number: (509) 786-2332
Cost of Proposal: \$3,666.70		Account Number: 001-558-519-70-41	
Amount Budgeted: \$43,000.00		Name and Fund# General Fund - Professional Services	
Reviewed by Finance Department: 			
Attachments to Agenda Packet Item: 1. Invoice Number 2219 for January 2015 contracted service 2. PEDAs Monthly Report for December 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 and \$83.37 for December 2014 Grant Writer Services.			
Reviewed by Department Director: 	Reviewed by City Attorney: N/A	Approved by Mayor: <i>Not Available -</i>	
Date: 2-5-2015	Date:	Date:	
Today's Date: February 5, 2015	Revision Number/Date:	File Name and Path:	

Invoice

PROSSER 2140A Wine Country Road
 Prosser, WA 99350
 ECONOMIC DEVELOPMENT ASSOC.
THE DIRECTION YOU'LL WANT TO GROW

DATE	INVOICE #
1/31/2015	2219

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

001-558-70-41

SM

DESCRIPTION	AMOUNT
CONTRACT FOR SERVICES - January 2015	2,166.66
GRANT WRITER AGREEMENT - January 2015	1,416.67
GRANT WRITER AGREEMENT - incorrectly billed for Dec 2014 1333.34 instead of 1416.67 as contracted	83.37
Thank you!	Total \$3,666.70

Marvin Ward/Paul Warden – City of Prosser
Scott Wingert – Manufacturing

Water Committee last met on November 20, 2014. Darryll Olson, Chair of Benton County's Water Conservancy Board presented additional information; perspective from the private sector regarding water rights, storage and future water needs. Next meeting is scheduled for January 8th, 1:30pm at the Clore Center conference room.

Housing Committee is looking for a builder's name and contact information that may be interested in attending a committee meeting. If you have a contractor in mind, please give Josh Mott the name and contact information. Next meeting scheduled for January 14, 4:30pm.

BOARD COMMENTS:

Port of Benton – The city is looking for a grant to expand the roads on OIE starting at Albro. The port is in the process of annexing the area known as "Thomas Property" from county, incorporating to the city.

Prosser Schools– The school recently completed a Survey and Study selection which will conduct a study on all schools in the school district. Not accepting the \$14,000 from sales of pot was due mainly because it could interfere with future Federal funding for the school district. Bill recently purchased the Young Life Building with plans to put a tasting room, cheeses and cigars for sale.

Benton County- Commissioners completed the budget, this year's budget is more positive than last year's. There was discussion of eliminating the Benton County's Noxious Weed Department.

Tourism – The Zillah hotel property that now has 40 rooms is adding an additional 30 rooms, with construction to start immediately.

Chamber – Annual Chamber Banquet will be Monday, January 26, 2015 at the Clore Center. Keith Sattler will now be on the Prosser EDA board representing Prosser Chamber in place of Jennifer Ely.

Clore Center-The Clore Center enjoyed a great month in November, setting new records. The Clore Center will be partnering with the Prosser Wine & Food Fair to present a new look and presentation of the event.

Meeting Adjourned

Prosser Economic Development Association

Board of Directors Meeting Minutes

December 3, 2014

Attendees: Shon Small, Bill Jenkin, Dianne Torres, Bob Stevens, Deb Heintz, Dick Poteet, Jane Hagarty, Jenny Sparks, Jennifer Ely, Michelle Moyer and Josh Mott.

Absent: Julie Petersen, Jeff Andrews, Scott Pontin, Brian Newhouse, Tyson Jones, Troy Berglund, Scott Wingert and Dyann Horton.

Approval of Minutes: Motion to approve by Jennifer Ely, seconded by Shon Small, motion carried.

Approval of Financial Report: Motion to approve by Shon Small, seconded by Jane Hagarty, motion carried.

Approval of 2015 Budget: Motion to approve by Shon Small, seconded by Dick Poteet, motion carried.

January 8, 2015 from 3:00 pm to 5:00 pm will be a Strategic Planning session. A reminder along with the Strategic Plan will be resent to all the board members. Full board participation is encouraged.

DIRECTOR'S REPORT:

RECRUITMENT

#16-11 – Client relationship has been on-going since 2011 for a business expansion. Made contact to alert client of property auction.

Project Rejoice – Interested party would like contact info of existing owners to request a facility tour. Obtained additional property and building information through Tridec to pass on to client. Tour has taken place. Meeting with City Hall to discuss water/sewer.

Project Chinese- This company partially relocated last year. They will be completely out of their old building by the end of November. Half of the building is rented out and has asked for help in locating another business to lease out the other half.

Project Catcus - Have been working with this company since 2012 to help relocate. Currently, this is a home business, but would like to move. Very particular about location, passed on a few more ideas to client.

Project Road Trip – Customer touching base on his desire for natural gas. He would be interested in meeting again to review and see where we are with Cascade.

Project Knock Out – Made contact with new business to see if there was any interest in gas. Their plans call for electricity; no need for gas.

Project Happy Face – Requested update on business and their need for investors. Met with potential investor to discuss this business and provide contact information. Also discussed this business in need of relocation.

Project Gold – Met with potential investor looking for opportunities within community. Shared information of a business who has been searching for investors.

Membership Drive

Membership visits continued into the months of October and November. Over twenty visits have been made with expectations of meeting the budget. Still have two relatively large contributors outstanding.

Global Entrepreneurship Week – The week of November 17-25, was set for the Young Entrepreneurial Business Plan Competition. Chukar Cherries promotional spot was shared with the consumer economics class as well as a presentation from Dick Poteet, co-owner of Jeremy's Public House & Brewery. Approximately 20 high school students participated in the competition. Presentations were held at the Clore Center on Nov. 25th, over 50 family and friends attended. Thanks goes to our sponsors: Lower Valley Credit Union and Milne Fruit Products. Prosser EDA has had the responsibility of advertising, promotion and guest speakers for the classroom. First prize winner of \$500 was Dacey Renollet for her dog grooming business plan. The \$200 second place prize went to Jared Atkinson and Jose Courtney for "Dropping Ducks", a water fowl store. Third place award winners of \$100 were Damian Clara and Martin Garcia for "D&M Auto Shop".

Leadership Prosser - Planning for the 2015 class has begun. Applications are available. Met with Wanda Roberts who has taken the role of organizing the group.

Fabreo Columbia Basin Food & Beverage Processing Survey 2014 - This survey was also taken by several businesses in Prosser (approximately 20). Survey results have been separated from the Tri-City numbers so that Prosser EDA could obtain data specific to our community. Will be meeting with Gary White, facilitator, to review the survey outcomes in the near future.

OFFICER AND BOARD NOMINATIONS: Slate of Officers and Board Members were presented and a motion to approve was requested, with the addition of adding Bob Stevens as Past President, along with Jane Hagarty's name. Motion to approve by Shon Small, seconded by Jennifer Ely, motion carried.

Officers:

President – Julie Petersen
Vice President – Josh Mott
Secretary – Dianne Torres
Treasurer – Brian Newhouse
Past President – Jane Hagarty and Bob Stevens

Board Directors:

Jeff Andrews – Agriculture
Troy Berglund – Benton REA
Keith Sattler – Chamber
Cody Buckendorf – Skilled Labor
Bill Jenkin – Prosser Schools
Tyson Jones – Food Processing
Dr. Michelle Moyer – WSU – IAREC
Scott Pontin – Commercial
Dick Poteet – Historic Downtown Prosser Association
Rob Siemens – Transportation
Shon Small – Benton County
Brian Sollers – Health Care
Jenny Sparks – Benton PUD

CITY OF PROSSER, WASHINGTON
AGENDA BILL

Agenda Title: Approve payment of claim Check no. 11890 in the amount of \$62,549.46 for the period ending February 10, 2015		Meeting Date: February 10, 2015 Regular Meeting	
Department: Finance	Director: Regina Mauras	Contact Person: Toni Yost	Phone Number: (509) 786-2332
Cost of Proposal: \$62,549.46		Account Number: See Attached	
Amount Budgeted: See 2015 budget for each item listed.		Name and Fund# See Attached	
Reviewed by Finance Department: <i>Yost</i>			
Attachments to Agenda Packet Item: 1. Check Register # 11890			
Summary Statement: Approve payment of claim check no. 11890 in the amount of \$62,549.46 for the period ending February 10, 2015.			
Consistent with or Comparison to: City's policy to pay bills in a timely manner.			
Recommended City Council Action/Suggested Motion: Approve payment of claim Approve payment of claim check no. 11890 in the amount of \$62,549.46 for the period ending February 10, 2015.			
Reviewed by Department Director: <i>Regina Mauras</i> Date: 2-5-2015	Reviewed by City Attorney: N/A Date:	Approved by Mayor: <i>Not Available -</i> Date:	
Today's Date:	Revision Number/Date:	File Name and Path:	

CHECK REGISTER

City Of Prosser
MCAG #: 0205

01/30/2015 To: 01/30/2015

Time: 16:41:23 Date: 01/27/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
638	01/30/2015	Payroll	1	11890	Washington Teamsters Welfare	62,549.46	01/30/2015 To 01/30/2015 - WTWT
		001 General Fund				42,782.20	
		102 Street Fund				3,117.92	
		117 Employee Benefits Security				1,921.20	
		403 Water Fund				7,930.85	
		407 Sewer Fund				6,701.31	
		448 Garbage Fund				95.98	
						<u>62,549.46</u>	Payroll: 62,549.46

J. Jost

1/27/15

Signature

Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of an Ordinance Creating a Forfeitures and Seizure Fund No. 150.		Meeting Date: February 10, 2015 Regular Meeting	
Department: Finance	Director: Regina Mauras	Contact Person: Toni Yost	Phone Number: (509) 786-2332
Cost of Proposal: \$0		Account Number:	
Amount Budgeted: \$0		Name and Fund# Forfeiture and Seizure Fund (150)	
Reviewed by Finance Department: <i>Regina Mauras</i>			
Attachments to Agenda Packet Item: 1. Ordinance 15-_____			
Summary Statement: When, or if, a federal seizure is made the cooperating or supporting agencies have the opportunity to share in the profits from the sale of that property. In order to be eligible to participate in this opportunity the police department must first enroll in the U.S. Department of Justice eShare program, complete annual reporting requirements, and comply with funding use restrictions. Under the direction of Chief Giles, the Police Department has enrolled in the program and staff has prepared the attached ordinance to facilitate compliance requirements. It is important to note, that seizures of this type could be sporadic and uncommon and it is not anticipated to be a large revenue source.			
Consistent with or Comparison to: EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion: Adopt Ordinance No. 15 - _____ creating the Forfeiture and Seizure Fund Number 150.			
Reviewed by Department Director: <i>Regina Mauras</i> Date: 2-6-2015	Reviewed by City Attorney:  Date: 2/5/15	Approved by Mayor: <i>Not Available</i> Date:	

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 15-_____

AN ORDINANCE ESTABLISHING A FORFEITURES AND SEIZURES FUND FOR THE PURPOSE OF RESTRICTING FEDERAL FUNDS RECEIVED AND DENOTING SUCH FUND AS FUND NUMBER 150 AND ESTABLISHING A BUDGET FOR THE FUND. THE ORDINANCE FURTHER DELCARES ALL PORTIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH ITS EFFECTIVE DATE AND PROVIDING FOR PUBLICATION BY SUMMARY.

WHEREAS, the Prosser Police Department recently enrolled with the U.S. Department of Justice eShare Program which allows for the intergovernmental sharing of seized evidence or property; and

WHEREAS, the use of these funds are restricted and annual reporting requirements negate the need for a dedicated fund to monitor the revenues and expenditures, and

WHEREAS, the City Council has determined that it desired to create a fund,

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

Section 1. Fund No. 150, the "Forfeitures and Seizures Fund" is hereby established. The purpose of such fund shall be to account for the receipt and use of these restricted funds and allow for annual reporting requirement. The City Council may appropriate such amounts and set forth such expenditure as it deems appropriate in the City's Annual Budget. The 2015 Budget for the fund is as follows:

REVENUE	EXPENDITURES
\$0.00	\$0.00

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

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

MAYOR PAUL WARDEN

ATTEST:

CITY CLERK, RACHEL SHAW

Approved as to form:



CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

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 ESTABLISHING A FORFEITURES AND SEIZURES FUND FOR THE PURPOSE OF RESTRICTING FEDERAL FUNDS RECEIVED AND DENOTING SUCH FUND AS FUND NUMBER 150 AND ESTABLISHING A BUDGET FOR THE FUND. THE ORDINANCE FURTHER DECLARES ALL PORTIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH ITS EFFECTIVE DATE AND PROVIDING FOR PUBLICATION BY SUMMARY.

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

DATED this ____ day of _____, 2015.

CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of a Resolution and Ordinance Regarding the North Prosser Water System Improvement Project Bond.		Meeting Date: February 10, 2015 Regular Meeting	
Department: Finance	Director: Regina Mauras	Contact Person: Regina Mauras	Phone Number: (509) 786-2332
Cost of Proposal: \$3,507,000.00		Account Number:	
Amount Budgeted: \$0		Name and Fund# 403 - Water Fund 453 - North Prosser Debt Redemption 454 - North Prosser Debt Reserve	
Reviewed by Finance Department: <i>Regina Mauras</i>			
Attachments to Agenda Packet Item:			
1. Resolution 15-_____ 2. Ordinance 15-_____			
Summary Statement:			
<p>In 2010, the City of Prosser was awarded \$3,507,000 by USDA in the form of a 40 year loan for the North Prosser Water System Improvement Project. As part of the loan requirements the City acquired interim financing with Washington Trust Bank and at project conclusion, the debt accumulated with Washington Trust Bank would be repaid using the USDA funds.</p> <p>Recently, the final phase of the project was accepted as complete and it is now time to finalize the loan documents. The Ordinance attached establishes the debt and repayment provisions. In addition it allows for the direct payment to Washington Trust Bank for the balance of the loan.</p> <p>It is important to note that per the loan agreement the City is required to establish a debt redemption fund and reserve fund. These funds have been established and the required reserve amounts have been met.</p>			
Consistent with or Comparison to:			
EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			

Recommended City Council Action/Suggested Motion:

Motion #1: Adopt Ordinance No. 15 - _____ providing for the issuance of \$3,507,000 water revenue bond for the purpose of providing funds to pay and redeem the City's outstanding Water Revenue Bond Anticipation Note, 2011.

Motion #2: Adopt Resolution No. _____ authorizing and providing for the incurrence of indebtedness for the North Prosser Water System Improvement Project.

<p><u>Reviewed by Department Director:</u></p> <p>Regina Mauras</p> <p>Date: 2-6-2015</p>	<p><u>Reviewed by City Attorney:</u></p>  <p>Date: 2/5/15</p>	<p><u>Approved by Mayor:</u></p> <p>Not Available-</p> <p>Date:</p>
<p><u>Today's Date:</u></p> <p>February 5, 2015</p>	<p><u>Revision Number/Date:</u></p>	<p><u>File Name and Path:</u></p>

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE CouncilOF THE PROSSER, CITY OF

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

North Prosser Water System Improvement Project

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the PROSSER, CITY OF*(Public Body)*

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Three Million Five Hundred Seven Thousand & 00/100pursuant to the provisions of RCW 35.44 through RCW 35.56; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as City Clerk of the PROSSER, CITY OF
 hereby certify that the Council of such Association is composed of
 _____ members, of whom, _____ constituting a quorum, were present at a meeting thereof duly called and
 held on the _____ day of _____; and that the foregoing resolution was adopted at such meeting
 by the vote shown above, I further certify that as of _____,
 the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
 rescinded or amended in any way.

Dated, this _____ day of _____

 Title Rachel Shaw, City Clerk

CITY OF PROSSER, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Prosser, Washington, relating to the waterworks utility of the City; providing for the issuance of \$3,507,000 principal amount of a waterworks utility revenue bond of the City for the purpose of providing funds to pay and redeem the City's outstanding Water Revenue Bond Anticipation Note, 2011 (Non-Revolving Line of Credit), issued to pay part of the cost of carrying out certain improvements to the City's waterworks utility specified, adopted and ordered to be carried out by Ordinance No. 11-2730; fixing the date, form, maturity, interest rate, terms and covenants of the bond; approving the sale and providing for the delivery of the bond to the United States of America Acting Through the Department of Agriculture.

Passed February 10, 2015

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CITY OF PROSSER, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Prosser, Washington, relating to the waterworks utility of the City; providing for the issuance of \$3,507,000 principal amount of a waterworks utility revenue bond of the City for the purpose of providing funds to pay and redeem the City's outstanding Water Revenue Bond Anticipation Note, 2011 (Non-Revolving Line of Credit), issued to pay part of the cost of carrying out certain improvements to the City's waterworks utility specified, adopted and ordered to be carried out by Ordinance No. 11-2730; fixing the date, form, maturity, interest rate, terms and covenants of the bond; approving the sale and providing for the delivery of the bond to the United States of America Acting Through the Department of Agriculture.

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

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings.

(a) **"1998 Bond"** means the Water and Sewer Revenue Bond, 1998, dated September 1, 1998, issued pursuant to Ordinance No. 98-2027.

(b) **"1999 Bond"** means the Water and Sewer Revenue Bond, 1999, dated June 1, 1999, issued pursuant to Ordinance No. 99-2072.

(c) **"Annual Debt Service"** for the applicable issue or series of Parity Bonds for any year means all the interest plus all principal (except principal of Term Bonds due in any Term Bond Maturity Year in which Term Bonds are subject to mandatory prior redemption), and plus all mandatory redemption requirements for that year, less all bond interest payable from the proceeds of any such Parity Bonds in that year.

(d) **"Assessment Bonds"** means the original principal amount of any issue of Future Parity Bonds equal to the total remaining unpaid principal amount (at the time of passage of the ordinance providing for the issuance and sale of those bonds) of ULID Assessments on any final assessment roll or rolls of one or more ULIDs formed in connection with the improvements being financed by that issue of Future Parity Bonds (or bonds being refunded by those Future Parity Bonds). The original principal amount of such issue of bonds in excess of Assessment Bonds shall be referred to as "bonds that are not Assessment Bonds." Assessment Bonds shall be allocated to each \$5,000 of bonds in proportion to their percentage of the entire issue of bonds. When a bond of any issue of bonds containing Assessment Bonds is redeemed or purchased, and retired, the same percentage of that bond as the percentage of Assessment Bonds is to that total issue of bonds shall be treated as being redeemed or purchased, and retired.

(e) **“Average Annual Debt Service”** means the sum of the Annual Debt Service for the remaining years to the last scheduled maturity of the applicable series of Parity Bonds divided by the number of those years, except that for purposes of computing the Reserve Requirement, the estimated amount of Parity Bonds to be redeemed prior to maturity may be taken into account if required under applicable United States Treasury regulations relating to arbitrage.

(f) **“Bond”** means the \$3,507,000 principal amount Waterworks Utility Revenue Bond, 2015, issued pursuant to and for the purposes provided in this ordinance.

(g) **“Bond Register”** means the registration books of the Bond Registrar on which is recorded the names and addresses of the owners of the Bonds.

(h) **“Bond Registrar”** means (i) the Finance Director, or (ii) upon a determination by the Finance Director that the maintenance duties of the Bond Registrar are no longer convenient, the State fiscal agent or a bank or trust company organized under the laws of the State, or a national banking association, and having a capital and surplus aggregating at least \$20,000,000, if there be such a bank, trust company or national banking association willing and able to accept the duties of Bond Registrar on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this ordinance.

(i) **“City”** means the City of Prosser, Washington.

(j) **“Code”** means the United States Internal Revenue Code of 1986, as amended, together with all applicable rulings and regulations heretofore or hereafter promulgated thereunder.

(k) **“Commencement Date”** means the date that is 12 months after the dated date of the Bond, except that if the dated date of Bond is the 29th, 30th or 31st of the month, the Commencement Date will be the 28th day of the month.

(l) **“Construction Fund”** means the Domestic Water Improvements Construction Fund established and created by Section 18 of Ordinance No. 1574.

(m) **“Coverage Requirement”** means annual Net Revenue of the Waterworks Utility at least equal to 1.25 times Annual Debt Service on the Parity Bonds that are not Assessment Bonds, and annual Net Revenue remaining after satisfaction of the requirements of the preceding clause, together with ULID Assessments, at least equal to Annual Debt Service on the Parity Bonds that are Assessment Bonds.

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

(o) **“Future Parity Bonds”** means any and all water and sewer revenue bonds of the City issued after the date of the issuance of the Bond, the payment of the principal of and interest on which constitutes a charge or lien on the Gross Revenue of the Waterworks Utility and ULID Assessments equal in rank with the charge and lien upon such revenue and assessments required

to be paid into the Parity Bond Fund to pay and secure the payment of the principal of and interest on the Parity Bonds.

(p) **“Government Obligations”** means those obligations described under the definition of government obligations in RCW 39.53.010(4), as it now reads or hereafter may be amended, and which are otherwise lawful investments for the City at the time of such investment.

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

(r) **“Installment Payment”** means the payment of principal and interest on the Bond due on each Installment Payment Date.

(s) **“Installment Payment Date”** means the date that is one year from the dated date of the Bond and the same day of the month every year thereafter to and including the final maturity of the Bond.

(t) **“Interest Rate”** means the per annum interest rate specified by the USDA for the Bond pursuant to the USDA’s Water and Environmental Program and authorized by this ordinance to be accepted by the Finance Director on behalf of the City. Such rate is expected to be the lower of (i) the applicable interest rate as of the date the USDA mails a signed copy of Form 1940-1 with regard to the Bond to the City (*i.e.*, 3.25%); or (ii) the applicable interest rate on the date the Bond is issued.

(u) **“Letter of Conditions”** means the letter from USDA to the City dated March 22, 2010, revised as of May 8, 2010, establishing the conditions under which the USDA would loan and grant money to the City to finance the Improvements.

(v) **“Loan Resolution”** means the form of Loan Resolution required pursuant to the loan conditions established by the USDA attached hereto as Exhibit A and incorporated by this reference.

(w) **“Maintenance and Operation Expense”** means all reasonable expenses incurred by the City in causing the Waterworks Utility of the City to be operated and maintained in good repair, working order and condition, but shall not include any depreciation or taxes levied or imposed by the City or payments to the City in lieu of taxes, but shall include payments made to any other municipal corporation for water service in the event the City enters into a contract for such services.

(x) **“Net Revenue of the Waterworks Utility”** or **“Net Revenue”** means the Gross Revenue less Maintenance and Operation Expense.

(y) **“Note”** means the Water Revenue Bond Anticipation Note, 2011 (Non-Revolving Line of Credit), dated May 19, 2011, issued by the City pursuant to the Note Ordinance and extended pursuant to the Note Extension Ordinances.

(z) **“Note Extension Ordinances”** means Ordinance No. 12-2800 passed by the City Council on November 6, 2012, Ordinance No. 13-2849 passed by the City Council on October 22, 2013 and Ordinance No. 14-2899 passed by the City Council on August 5, 2014.

(aa) **“Note Fund”** means the debt service fund created by Ordinance No. 11-2730 for the purpose of the payment of the principal of and interest on the Note.

(bb) **“Note Ordinance”** means Ordinance No. 11-2730, passed by the City Council on April 26, 2011.

(cc) **“Parity Bond Fund”** means that special fund of the City known as the Junior Lien Water and Sewer Revenue Bond Fund created by Ordinance No. 98-2027 of the City for the payment of the principal of and interest on the Parity Bonds.

(dd) **“Parity Bonds”** means the 1998 Bond, the 1999 Bond, the Bond and any Future Parity Bonds.

(ee) **“Principal and Interest Account”** means the account of that name created in the Parity Bond Fund for the payment of the principal of and interest on any Parity Bonds.

(ff) **“Project”** means additions to, betterments of, and extensions of the Waterworks Utility consisting of the construction of a water reservoir or tower, the installation of new transmission lines and other associated improvements.

(gg) **“Purchaser”** means the USDA.

(hh) **“Registered Owner”** means the person in whose name the Bond is registered on the Bond Register.

(ii) **“Reserve Account”** means the account of that name created in the Parity Bond Fund for the purpose of securing the payment of the principal of and interest on any Parity Bonds.

(jj) **“Reserve Requirement”** means:

(1) For the Bond, an amount of cash and investments equal to one annual Installment Payment (*i.e.*, \$151,748) in accordance with the Letter of Conditions, which is evidence of USDA’s consent that this requirement satisfies the conditions for the issuance of the Bond as a Future Parity Bond, as set forth in the 1998 and 1999 Bond authorizing ordinances; and

(2) For any Future Parity Bonds, an amount equal to at least 5.5% of the proceeds of those bonds or such lesser amount as may be required by the USDA so long as it is the Registered Owner of the outstanding Parity Bonds, but in no event greater than the least of (i) Maximum Annual Debt Service on those bonds, (ii) 125% of Average Annual Debt Service on those bonds, and (iii) such lesser amount as is permitted by the Code to be maintained as a “reasonably required reserve or replacement fund,” but in no event shall the Reserve Requirement for any Future Parity Bonds exceed 10% of the issue price of those bonds.

(kk) **“Short Lived Asset Reserve”** means the reserve provided for within the Waterworks Utility Fund, as set forth in Section 11(h) of this ordinance, for the purpose of replacing Short-Lived Assets financed with Bond proceeds as required by the Letter of Conditions.

(ll) **“Short Lived Assets”** means those assets described by the USDA and referenced in the Letter of Conditions.

(mm) **“State”** means the State of Washington.

(nn) **“Term Bond Maturity Year”** means any last maturity year in which the bonds of any one issue or series now or hereafter scheduled to mature (regardless of any reservation of prior redemption rights) is more than two times the average annual principal maturity of the bonds of such issue or series for the five years immediately preceding such year.

(oo) **“Term Bonds”** means those outstanding bonds of any single issue or series scheduled to mature in any Term Bond Maturity Year.

(pp) **“ULID”** means Utility Local Improvement District.

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

(rr) **“USDA”** means the United States of America, acting through the Department of Agriculture.

(ss) **“Waterworks Utility”** of the City means the existing waterworks utility of the City, including the water system and the sewerage system as components thereof, and all additions thereto and betterments and extensions thereof at any time made or constructed and any storm drainage or any other utility system which hereafter may be combined therewith.

Section 2. Findings. The City makes note of the following.

(a) The City, by Ordinance No. 97-1934, combined the water utility and sewerage disposal system into the Waterworks Utility of the City.

(b) By Ordinance No. 98-2027, passed by the City Council on August 25, 1998, the City provided for the issuance and sale of its \$2,861,300 par value Water and Sewer Revenue Bond, 1998, and by Section 11 of that ordinance, provided for the issuance of additional water and sewer revenue bonds of the City on a parity with the 1998 Bond if the certain conditions were met and complied with at the time of issuance of those additional bonds.

(c) By the Note Ordinance No. 99-2072, passed by the City Council on May 25, 1999, the City provided for the issuance and sale of its \$1,462,400 par value Water and Sewer Revenue Bond, 1999, on a parity with the 1998 Bond.

(d) By the Note Ordinance, the City Council specified, adopted and ordered the carrying out of a system or plan of additions to and betterments and extensions of the Waterworks Utility of the City which included the Project and ordered the carrying out of those improvements.

(e) By the Note Ordinance, the City authorized the issuance of its water revenue bonds in the approximate amount of \$3,507,000, and provided for the issuance and sale of its not to exceed \$3,507,000 par value Water Revenue Bond Anticipation Note, 2011 (Non-Revolving Line of Credit), for the purpose of paying part of the cost of the Improvements and to pay costs of issuance and sale of the Note pending the issuance of those bonds. The maturity date of the Note was extended pursuant to the Note Extension Ordinances and has a final maturity date of March 19, 2015.

(f) The USDA has offered to purchase the Bond, in order to pay and redeem the Note authorized by the Note Ordinance, as a single bond under the terms and conditions set forth in the Letter of Conditions.

(g) The City Council has determined that it is in the best interest of the City to accept that offer and to issue the Bond for the purpose of paying and redeeming the Note, and paying the costs of issuance and sale of such bond.

Section 3. Description of Bond. The City shall issue the Bond in the aggregate principal amount of \$3,507,000 for the purpose of providing the funds required to redeem the Note and pay the costs of issuance of the Bond. The Bond shall be designated the Waterworks Utility Revenue Bond, 2015, (the "Bond"); shall be dated its date of delivery; shall be numbered R-1; shall mature on the date that is 40 years from the Commencement Date; and shall be in fully registered form. The Bond shall bear interest at the Interest Rate (computed on the basis of a 365-day year and the actual number of days elapsed). The Bond is payable annually for a period of 40 years, with the Installment Payment due the first year consisting of interest only. Installment Payments for the remaining 39 years will be approximately equal amortized annual installments of principal and interest.

The Bond shall be payable solely out of the Parity Bond Fund and shall be a valid claim of the owner thereof only as against the Parity Bond Fund and the amount of the Gross Revenue and ULID Assessments pledged to that fund and shall not be a general obligation of the City.

Section 4. Appointment of Bond Registrar; Registration and Transfer of Bond. The Finance Director is appointed as the initial Bond Registrar for the Bond. The Bond Registrar

shall keep, or cause to be kept, at its office, sufficient books for purposes of registering the name, mailing address and taxpayer identification number of the Registered Owner of the Bond, and for registering any transfer of Bond ownership. The books and records maintained by the Bond Registrar for such purpose shall be considered the "Bond Register" for purposes of this ordinance. The Bond Register shall at all times be open to inspection by the City.

In addition to maintaining the Bond Register, the Bond Registrar is authorized and directed to perform the following duties with respect to the Bond: (i) to authenticate the Bond upon the initial issuance thereof by executing the Certificate of Authentication contained thereon; (ii) to authenticate and deliver any Bond that is transferred in accordance with the provisions thereof and this ordinance; (iii) to serve as the City's paying agent for the Bond; (iv) to imprint on each Bond transferred or exchanged pursuant to this ordinance the name of the Registered Owner, the principal amount of the Bond, the interest rate borne by the Bond, and the maturity date of the Bond; (v) to cancel the Bond returned to the Bond Registrar upon the payment in full thereof by punching holes through the signatures on the Bond and by writing clearly across the face of such Bond the word "cancelled;" and (vi) to carry out all of the Bond Registrar's duties otherwise described in this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bond.

The Bond may be transferred only in whole and only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any transfer shall be without cost to the Registered Owner or transferee and shall be noted in the Bond Register. The Bond Registrar shall not be obligated to transfer the Bond during the 15 days preceding any Installment Payment Date.

Section 5. Payment of Bond. Installments of principal of and interest on the Bond shall be payable in lawful money of the United States of America and shall be paid by check or draft of the Bond Registrar mailed on the Installment Payment Date to the Registered Owner at the address appearing on the Bond Register, except that the last installment of principal and interest shall be payable upon presentation and surrender of the Bond by the Registered Owner at the office of the Bond Registrar in Prosser, Washington. Notwithstanding the foregoing, the City shall make payments by any electronic funds transfer or similar means established by the USDA from time to time so long as such means are permitted under applicable State law. The Bond Registrar shall destroy the Bond when surrendered for final payment and furnish the City a certificate of destruction within 30 days following the surrender and payment in full of the Bond.

Section 6. Optional Prepayment and Notice. The City may, from time to time, prepay the entire unpaid principal of the Bond or such lesser portion as the City may determine of the unpaid principal amount thereof. Upon prepayment of a portion of the principal of the Bond, the amount of the annual installments of principal and interest shall remain unchanged but shall be recalculated to reflect the reduction in the principal amount remaining unpaid and the resulting increase in the portion of each Installment Payment credited to the principal of the Bond. The final Installment Payment Date of the bond, and the amount payable on such date, shall be adjusted to reflect the repayment and increased amount applied to principal from each Installment Payment.

Notice of any such optional prepayment shall be given at least 5 days prior to the prepayment date by mailing to the Registered Owner a notice fixing such prepayment date and the amount of principal to be prepaid.

Section 7. Failure To Pay Installments. If any Installment Payment is not paid when due, the City shall be obligated to pay interest on that Installment Payment at the same rate provided in the Bond from and after its Installment Payment Date until that Installment Payment, both principal and interest, is paid in full.

Section 8. Payments into the Parity Bond Fund. The Parity Bond Fund has previously been created in the office of the Finance Director and is divided into a Principal and Interest Account and a Reserve Account. So long as any portion of the Bond is outstanding against the Parity Bond Fund, the Finance Director shall set aside and pay, in accordance with the flow of funds in Section 10, into the Principal and Interest Account all ULID Assessments pledged to that fund and, out of the Gross Revenue, certain fixed amounts without regard to any fixed proportion. Those fixed amounts shall be equal to the amounts, when taken together with ULID Assessments and other money then on deposit in the Principal and Interest Account, sufficient to pay each Installment Payment when due.

Beginning on the Commencement Date, the City shall make monthly deposits, on or before each Installment Payment Date, from the Gross Revenue and ULID Assessments available in accordance with the flow of funds set forth in Section 10 of this Ordinance, into the Reserve Account in an amount equal to at least 10 percent of the monthly Installment Payment, commencing on the first Installment Payment Date, until an amount equal to the Reserve Requirement has been accumulated. The City also may contribute the amounts into the Reserve Account, at any time so that the Reserve Requirement is met more quickly than described in the preceding sentence.

The Reserve Account shall be maintained at the Reserve Requirement, except for withdrawals therefrom as authorized herein, at all times so long as any portion of the Bond is unpaid. When the total amount in the Parity Bond Fund shall equal the total amount of principal and interest for all outstanding bonds payable out of the Parity Bond Fund to the last maturity thereof, no further payment need be made into the Parity Bond Fund. The amount in the Reserve Account may be reduced at any time prior to the redemption of all of the Parity Bonds to an amount not less than the Reserve Requirement for all bonds payable from the Parity Bond Fund.

If there shall be a deficiency in the Principal and Interest Account in the Parity Bond Fund to meet maturing installments of either principal or interest, that deficiency shall be made up from the Reserve Account by the withdrawal of cash therefrom for that purpose. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up from the Gross Revenue of the Waterworks Utility and/or ULID Assessments payable into the Parity Bond Fund first available after making necessary provision for the required payments in accordance with Section 10 of this ordinance. The money and investments in the Reserve Account otherwise shall be held intact and may be applied against the last outstanding bonds payable out of the Parity Bond Fund, except that if the Reserve Account is fully funded, money in excess of the Reserve Requirement shall be withdrawn and deposited, at the option of the Finance Director, either in the Principal and Interest Account and spent for the purpose of

retiring bonds payable from the Parity Bond Fund or in the Waterworks Utility operating fund and spent for other lawful Waterworks Utility purposes.

The City may provide for the purchase or redemption of bonds payable from the Parity Bond Fund by the use of money on deposit in any account in the Parity Bond Fund as long as the money remaining in those accounts is sufficient to satisfy the required deposits in those accounts for the remaining bonds outstanding payable from the Parity Bond Fund.

All money in the Parity Bond Fund may be kept on deposit in the official bank depository of the City or in any national bank or may be invested and reinvested in Government Obligations or any other legal investment redeemable at a fixed price and maturing no later than one month prior to the date such funds are expected to be required to pay debt service on the bonds payable out of the Parity Bond Fund.

If the City shall fail to set aside and pay into the Parity Bond Fund the amounts which it has obligated itself by this section to set aside and pay therein, the owner of the Bond may bring suit against the City to compel it to do so.

Section 9. Finding as to Sufficiency of Revenue; Pledge of Revenue; Lien Position. The City Council declares that in fixing the amounts to be paid into the Parity Bond Fund it has considered and had due regard for Maintenance and Operation Expense and the debt service requirements of the Parity Bonds and has not set aside into the Parity Bond Fund a greater amount or proportion of the Gross Revenue of the Waterworks Utility than in its judgment will be available over and above the Maintenance and Operation Expense and debt service requirements of the Parity Bonds.

The Gross Revenue of the Waterworks Utility are pledged to the payments required by this ordinance, and the Bond constitutes a charge and lien on the Gross Revenue prior and superior to all other charges and liens whatsoever, except for the payments in respect of Maintenance and Operation Expense. The charge and lien on the Gross Revenue and ULID Assessments for the Bond shall be on a parity with the charge and lien on the Gross Revenue and ULID Assessments for the Parity Bonds.

Section 10. Flow of Funds. The Gross Revenue of the Waterworks Utility shall be used for the following purposes only and shall be applied in the following order of priority:

- (a) To pay Maintenance and Operation Expense;
- (b) To pay the interest on the Parity Bonds;
- (c) To pay the principal on the Parity Bonds, including payments required to be made for the payment of the principal of Term Bonds (if any);
- (d) To make all payments required to be made into the Reserve Account for any Parity Bonds;
- (e) To make all payments required to be made into any revenue bond redemption fund or warrant redemption fund and debt service account or reserve account created to pay or

secure the payment of the principal of and interest on any revenue bonds, revenue warrants or other revenue obligations of the City having a lien upon the Gross Revenue subordinate to the lien thereon for the payment of the principal of and interest on any Parity Bonds; and

(f) For purchasing other equipment, making other repairs or replacements to the Waterworks Utility and for other capital improvements thereto not deemed to be Maintenance and Operation Expense (including making deposits to the Short-Lived Assets Account), for constructing and installing additions and improvements to and extensions of the Waterworks Utility that are economically sound, for redemption of outstanding bonds prior to their fixed maturities or purchasing the same in the open market for retirement only, or for any other lawful City purposes.

Section 11. Covenants. The City covenants with the owner of the Bond as follows:

(a) All ULID Assessments pledged to the Parity Bond Fund shall be paid into such fund and may only be used to pay the principal of and interest on any Parity Bonds. However, nothing in this ordinance or this section shall be construed to prohibit the City from issuing water and sewer revenue bonds subordinate in lien to the Parity Bonds and pledging as security for their payment assessments levied in any utility local improvement district which may have been specifically created to pay part of the cost of improvements to the Waterworks Utility for which those subordinate lien bonds are specifically issued.

(b) It will at all times maintain and keep the Waterworks Utility in good repair, working order and condition, and also will at all times operate that Waterworks Utility and the business in connection therewith in an efficient manner and at a reasonable cost.

(c) It will not sell or dispose of all of the property of the Waterworks Utility unless provision is made for payment into the Parity Bond Fund of a sum sufficient to pay and retire the Parity Bonds then outstanding and it will not sell or dispose of any part of the useful operating properties of the Waterworks Utility unless provision is made for proportional payment into the Parity Bond Fund of the greatest of the following:

(i) An amount which will be at least in the same proportion to the amount of the principal and interest due and payable to the first par call date of all then outstanding Parity Bonds that the revenue from the portion of the Waterworks Utility sold or disposed of which is available for debt service on such bonds for the twelve months preceding such sale or disposition bears to the revenue available for debt service from the Waterworks Utility of the City for the same period, or

(ii) An amount which will be at least in the same proportion to the amount of the principal and interest due and payable to the first par call date of all then outstanding Parity Bonds that the number of customers connected with that portion of the Waterworks Utility sold or disposed of bears to the total number of customers connected to the Waterworks Utility immediately prior to such sale or disposal, or

(iii) An amount which will be at least in the same proportion to the amount of the principal and interest due and payable to the first par call date of all then outstanding Parity Bonds that the depreciated cost value of the facilities of the Waterworks

Utility in the area sold or disposed of bears to the depreciated cost value of all of the facilities of the Waterworks Utility immediately prior to such sale or disposal.

All such sums of money so paid into the Parity Bond Fund shall be used to retire outstanding Parity Bonds at the earliest possible date on which any of such Parity Bonds may be redeemed.

(d) So long as any of the Parity Bonds are outstanding, it will establish, maintain and collect such rates and charges for waterworks utility services furnished which, together with the collection of ULID Assessments, will make available for the payment of the principal of and interest on the Parity Bonds then outstanding Net Revenue of the Waterworks Utility in an amount which will satisfy the Coverage Requirement.

(e) While the Parity Bonds remain outstanding, it will keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Waterworks Utility, and it will furnish to a Registered Owner of Parity Bonds, at the written request of such owner or owners, complete operating and income statements of the Waterworks Utility in reasonable detail covering any fiscal year not more than 270 days after the close of such fiscal year and it will grant any Registered Owner(s) of at least 25% of the Parity Bonds the right at all reasonable times to inspect the entire Waterworks Utility and all records, accounts and data of the City relating thereto.

(f) For so long as any Parity Bonds are outstanding, if available at reasonable cost, it will carry the type of insurance in the amounts normally carried by similar utilities engaged in the operation of water and sewerage systems, and the cost of such insurance shall be considered part of Maintenance and Operation Expense, or in lieu thereof, may self insure or participate in a joint intergovernmental insurance assuring the same coverage as is carried by such similar utilities.

(g) For so long as the Parity Bonds are outstanding, it will not furnish water or sewer services to any customer whatsoever free of charge (except to aid the poor or infirm, to provide resource conservation or to provide for the proper handling of hazardous materials) and it shall take such legal action as may be feasible to enforce collection of all collectible delinquent accounts and proceed with the foreclosure of the delinquent ULID Assessments or delinquent installments thereof in the shortest time period provided by law.

(h) For so long as the Bond is outstanding, the City shall maintain in the Waterworks Utility Fund a Short-Lived Assets Reserve and deposit a minimum of \$[69,133] annually into the Short Lived Asset Reserve until the final maturity or earlier prepayment of the Bond. The first deposit into the Short Lived Asset Reserve shall be made no later than the Commencement Date. Amounts on deposit from time to time in the Short Lived Asset Reserve Account are not pledged to the payment of the Bond or any Parity Bonds.

Section 12. Provisions for Issuance of Future Parity Bonds. The City covenants that for so long as any Parity Bonds remain outstanding that it will not create any special fund or funds for the payment of the principal of or interest on any other water and sewer revenue bonds, warrants or obligations, or authorize or issue any other revenue bonds, warrants or obligations

which will rank on a parity with or have any priority over the payments to be made into the Parity Bond Fund, except that it reserves the right to issue Future Parity Bonds if the following conditions are met and complied with at the time of issuance of those additional bonds:

(a) There shall be no deficiency in the Parity Bond Fund.

(b) The ordinance providing for the issuance of such Future Parity Bonds shall provide that all assessments and interest thereon which may be levied in any ULID hereafter created for the purpose of paying, in whole or in part, the principal of and interest on such Future Parity Bonds, shall be paid directly into the Parity Bond Fund, except for any prepaid assessments permitted by law to be paid into a construction fund or account.

(c) The ordinance providing for the issuance of such Future Parity Bonds shall provide for the payment of the principal thereof and interest thereon out of the Parity Bond Fund and shall further provide for the payment of the Reserve Requirement for those Future Parity Bonds into the Reserve Account within ten years from the date of issue of such Future Parity Bonds, out of ULID Assessments, if any, levied and first collected for the payment of the principal of and interest on such Future Parity Bonds and, to the extent that such ULID Assessments are insufficient, then from the Gross Revenue available in accordance with Section 10 hereof in no more than twenty approximately equal semi-annual payments.

(d) The ordinance authorizing the issuance of such Future Parity Bonds shall provide for the payment of mandatory redemption or sinking fund requirements into the Parity Bond Fund for any Term Bonds to be issued and for regular payments to be made for the payment of the principal of such Term Bonds on or before their maturity, or, as an alternative, the mandatory redemption of those Term Bonds prior and up to their maturity date from money in the Principal and Interest Account.

(e) There shall be on file a certificate from a licensed professional engineer experienced in the design, construction and operation of municipal utilities showing that in his or her professional opinion, the annual Gross Revenue, together with ULID Assessments, will provide amounts annually sufficient to satisfy the Coverage Requirement. For so long as USDA is the sole Registered Owner of the outstanding Parity Bonds and is the purchaser of the proposed Future Parity Bonds, no certificate shall be required under this section.

Gross Revenue available for revenue bond debt service shall be determined by using the historical Gross Revenue for any 12 consecutive months out of the immediately preceding 24 months the month of delivery of such additional bonds to the purchaser thereof, subject to the following permitted adjustments:

(i) Historical Gross Revenue shall be adjusted to reflect the water and sewer rates and charges effective on the date of such certificate if there has been any change in such effective rates and charges during or after the selected 12 month period.

(ii) The following amounts may be added to such adjusted Gross Revenue:

(1) Any rate change that has taken place or has been approved prior to the issuance of the Future Parity Bonds may be reflected;

(2) Revenue may be added from customers actually added to the Waterworks Utility subsequent to the beginning of the 12 month base period, and a full year's revenue may be allowed for those customers during such period;

(3) Revenue may be added from customers to be served by the improvements under construction or proposed to be under construction at the time of delivery of the Future Parity Bonds; and

(4) Actual or reasonably anticipated changes in the Maintenance and Operation Expense subsequent to the 12 month base period shall be added or deducted as applicable.

In the case of refunding bonds, no engineer's certificate shall be required if the Annual Debt Service of the proposed refunding bonds is not increased in excess of \$5,000 for any year over the Annual Debt Service for the bonds being refunded.

(f) For so long as USDA is the Registered Owner of the Bond, the City covenants that it will not issue any Future Parity Bonds without the written authorization of USDA. If the sole Registered Owner of the Outstanding Parity Bonds is USDA, the purchase by the USDA of any Future Parity Bonds shall be conclusive evidence that the requirements of this subsection (f) have been met or waived and that such bonds are entitled to be treated as Future Parity Bonds.

All Future Parity Bonds shall have a lien equal in rank to that of the Parity Bonds against the Principal and Interest Account of the Parity Bond Fund and shall be payable equally and ratably from such account without preference, priority or distinction because of date of issue.

Nothing contained in this ordinance shall prevent the City from issuing revenue bonds or other obligations which are a charge upon the Gross Revenue of the Waterworks Utility subordinate or inferior to the payments required to be made therefrom into the Parity Bond Fund or from pledging the payment of ULID assessments into the bond redemption fund created for the payment of the principal of and interest on such subordinate lien bonds as long as such ULID assessments are levied for improvements constructed from the proceeds of such subordinate lien bonds.

Notwithstanding the foregoing, for as long as USDA is the registered owner of the Bond, the City may not provide for a defeasance or advance refunding of the bond, but must instead apply such money as made available for this purpose to prepay the Bond.

Section 13. Form and Execution of Bond. The Bond shall be prepared in a form consistent with the provisions of this ordinance and state law and shall be signed by the Mayor and City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon.

Only if the Bond bears a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall it be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate of Authentication. This Bond is one of the fully registered City of Prosser, Washington, Waterworks Utility Revenue Bond, 2015, described in the Bond Ordinance." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

If any officer whose facsimile signature appears on the Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her facsimile signature is authenticated or delivered by the Bond Registrar or issued by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. The Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bond.

Section 14. Deposit of Bond Proceeds; Redemption of the Note.

(a) Redemption of Note; Deposit to Note Fund. All Bond proceeds shall be deposited immediately upon the receipt thereof in the Note Fund and used to discharge the obligations of the City relating to the Note under the Note Ordinance and to pay costs of issuance of the Bond. Bond proceeds remaining in the Note Fund after the repayment of the Note and provision for the costs of issuance of the Bond has been accomplished, shall be transferred to the Bond Fund and used to pay principal of and/or interest on the Bond. All money deposited in the Note Fund and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the Note Ordinance, this ordinance, Chapter 39.53 RCW and other applicable statutes of the State.

(b) Call for Redemption of the Note. The City calls the Note for redemption, which shall be carried out as soon as practicable on or after the date the Bond is delivered to the Purchaser. Such call for redemption shall be irrevocable after the delivery of the Bond to the Purchaser. The proper City officials may adjust the date of redemption of the Note as may be necessary to accomplish the repayment of the Note, and those officials are authorized and directed to give or cause to be given such notice as required, at the time and in the manner required, pursuant to the Note Ordinance in order to effect the repayment of the Note.

(c) City Findings with Respect to the Repayment of the Note. The City Council finds and determines that the money to be deposited in the Note Fund in accordance with this ordinance will discharge and satisfy the obligations of the City under the Note Ordinance with respect to the Note, and the pledges, charges, trusts, covenants and agreements of the City therein made or provided for as to the Note, and that the Note shall no longer be deemed to be outstanding under the Note Ordinance and the Note Extension Ordinances immediately upon the deposit of such money in the Note Fund.

Section 15. Covenant to Abide by Loan Documents. The City covenants and agrees with the Purchaser as the owner of the Bond to abide by the conditions of the loan from the

United States of America, acting through the United States Department of Agriculture for so long as the Purchaser is the owner of the Bond.

Section 16. Refunding or Defeasance of Parity Bonds. The City may issue refunding bonds pursuant to the laws of the State of Washington or use money available from any other lawful source to pay when due the principal of and interest on those Parity Bonds, or any portion thereof included in a refunding or defeasance plan (the "Defeased Bonds"), and to redeem and retire, refund or defease such Defeased Bonds and to pay the costs of such refunding or defeasance.

If the City deposits irrevocably with an escrow agent money and/or Government Obligations sufficient in amount, together with the earnings thereon, sufficient to pay the principal of and premium, if any, on any particular Defeased Bonds, together with all interest accruing thereon to the due date or redemption date, and pays or makes provision for payment of all fees, costs and expenses of that escrow agent due or to become due with respect to the Defeased Bonds, all liability of the Waterworks Utility with respect to the Defeased Bonds shall cease, the Defeased Bonds shall be deemed not to be outstanding hereunder and the Registered Owners of the Defeased Bonds shall be restricted exclusively to the money or Government Obligations so deposited, together with any earnings thereon, for any claim of whatsoever nature with respect to the Defeased Bonds, and that escrow agent shall hold that money, Government Obligations and earnings in trust exclusively for those Registered Owners and that money, Government Obligations and earnings shall not secure any other Parity Bonds, under this ordinance. After establishing such an escrow account, the City may apply any money in any other fund or account established for the payment or redemption of the Defeased Bonds to any lawful purposes as it shall determine, subject only to the rights of the owners of any other Parity Bonds then outstanding. Defeased Bonds shall be excluded from computation of the Coverage Requirements and other covenants under this ordinance.

NOTWITHSTANDING THE FOREGOING, FOR AS LONG AS USDA IS THE REGISTERED OWNER OF THE BOND, THE CITY MAY NOT PROVIDE FOR A DEFEASANCE OR ADVANCE REFUNDING OF THE BOND, BUT MUST INSTEAD APPLY SUCH MONEY AS MADE AVAILABLE FOR THIS PURPOSE TO PREPAY THE BOND.

Section 17. Sale and Delivery of Bond. The Purchaser has offered to purchase the Bond at a price of par, and the City shall furnish the Bond and the approving legal opinion of Foster Pepper PLLC, municipal bond counsel of Seattle, Washington, relative to the issuance of the Bond, at the City's expense, which payment of expenses are hereby approved. Bond counsel shall not be required to review or express any opinion concerning the completeness or accuracy of any official statement, offering circular or other sales material issued or used in connection with the Bond and bond counsel's opinion shall so state. The City Council being of the opinion that it is in the best interest of the City to accept such offer, accepts the same.

The proper City officials are authorized and directed to do everything necessary for the prompt delivery of the Bond to the Purchaser and for the proper application and use of the proceeds of the sale thereof.

Section 18. Loan Resolution. For so long as USDA is the Registered Owner of the Bond, the City hereby agrees to comply with the requirements of the USDA contained in the Letter of Conditions and in RUS Bulletin 1780-27, Loan Resolution, pertaining to the Project.

Section 19. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council at a regular open public meeting thereof and APPROVED by the Mayor this 10th day of February, 2015.

CITY OF PROSSER, WASHINGTON

MAYOR PAUL WARDEN

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:



Foster Pepper PLLC, Bond Counsel

EXHIBIT A FORM OF USDA LOAN RESOLUTION

RUS BULLETIN 1780-27

Position 5

APPROVED
OMB. No. 0572-0121

LOAN RESOLUTION (Public Bodies)

A RESOLUTION OF THE Council
OF THE PROSSER, CITY OF
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A
PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS
Water
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE:

WHEREAS, it is necessary for the PROSSER, CITY OF
(Public Body)
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of
Three Million Five Hundred Seven Thousand & 00/100

pursuant to the provisions of _____, and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture,
(herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921
et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event
that no other acceptable purchaser for such bonds is found by the Association;

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the PROSSER, CITY OF
 hereby certify that the Council _____ of such Association is composed of
 _____ members, of whom, _____ constituting a quorum, were present at a meeting thereof duly called and
 held on the _____ day of _____; and that the foregoing resolution was adopted at such meeting
 by the vote shown above, I further certify that as of _____
 the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
 rescinded or amended in any way.

Dated, this _____ day of _____

 Title _____

CERTIFICATION

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

1. The attached copy of Ordinance No. ____ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular [a special] meeting place thereof on February 10, 2015, as that ordinance appears on the minute book of the City; and the Ordinance will be in full force and effect five days after publication in the City's official newspaper; and

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

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of February, 2015.

CITY OF PROSSER, WASHINGTON

Rachel Shaw, City Clerk

SUMMARY OF ORDINANCE NO. 15-_____

of the City of Prosser, Washington

On the 10th day of February, 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 of the City of Prosser, Washington, relating to the waterworks utility of the City; providing for the issuance of \$3,507,000 principal amount of a waterworks utility revenue bond of the City for the purpose of providing funds to pay and redeem the City's outstanding Water Revenue Bond Anticipation Note, 2011 (Non-Revolving Line of Credit), issued to pay part of the cost of carrying out certain improvements to the City's waterworks utility specified, adopted and ordered to be carried out by Ordinance No. 11-2730; fixing the date, form, maturity, interest rate, terms and covenants of the bond; approving the sale and providing for the delivery of the bond to the United States of America Acting Through the Department of Agriculture.

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

DATED this _____ day of _____, 2015.

CITY CLERK, RACHEL SHAW