

City of Prosser
CITY COUNCIL
REGULAR MEETING AGENDA
Council Chambers, 601 7th Street, Prosser WA 99350
Tuesday, April 14, 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**
6. **CONSENT AGENDA**
 - a) Approve Payment of Payroll Check Nos. 600330 through 600340 in the amount of \$16,490.73 and Direct Deposits in the Amount of \$106,136.54, for the Period Ending March 31, 2015..... **Page 4**
 - b) Approve Payment of Claim Checks Nos. 12145 through 12154 and 12156 through 12259, in the Amount of \$543,941.17 and Electronic Payments in the Amount of \$65,933.09 for the Period Ending April 14, 2015..... **Page 7**
 - c) Approve the 2014 Annual Street Report for the Washington State Department of Transportation **Page 24**
 - d) Adopt Resolution 15-____ Providing for Officials Who Are Authorized to Sign Warrants for Payments, Checks, Drafts, Notes, and Other Payables **Page 34**
 - e) Adopt Resolution 15-____ Surplusing City of Prosser Property..... **Page 38**
 - f) Adopt Resolution 15-____ Approving an Intergovernmental Cooperative Purchasing/Procurement Agreement with King County Director’s Association and Authorize the Mayor to Sign the Agreement..... **Page 42**
 - g) Adopt Resolution 15-____ Approving an Agreement with Prosser Piranhas Swim Team Regarding the Use of the Prosser Aquatic Center and Authorize the Mayor to Sign the Agreement..... **Page 45**
 - h) Adopt Resolution 15-____ Approving the Interlocal Agreement Regarding Solid Waste Management between the City of Prosser and Benton County (Lead Agency) and Authorize the Mayor to Sign the Agreement **Page 53**

The first Ordinance passed will be Ordinance 15-2926
The first Resolution passed will be Resolution 15-1478

i) Approve January 27, 2015 Meeting Minutes..... *Page 68*

7. COUNCIL ACTION

a.) **Approval of Claim Checks** *Page 72*

RECOMMENDATION: Approve Payment of Claim Check Nos. 12155, 12260 and 12261 in the Amount of \$98,081.35 for the Period Ending April 14, 2015.

b) **Consideration of Local Agency Supplemental Agreement Related to the OIE Improvements Project**..... *Page 75*

RECOMMENDATION: Approve the Local Agency Supplemental Agreement to Extend the Completion Date for the Old Inland Empire Highway Improvements STP Project and Authorize the Mayor to Sign the Documents.

c.) **Consideration of ORDINANCE Regarding the 2015 Budget**..... *Page 79*

RECOMMENDATION: Adopt Ordinance No. 15-____ amending the 2015 Budget for Fund 105, Small Projects Fund and for Fund 115, General Fund Reserve.

d.) **Consideration of ORDINANCE Regarding the City’s Energy Efficiency Improvement Project and Grant Award** *Page 85*

RECOMMENDATION: Adopt Ordinance No. 15-____ Regarding an Interagency Agreement with the Washington State Department of Commerce for the Prosser Energy Efficiency Improvement Project Authorizing the Mayor to Sign the Contract Documents.

e) **Consideration of Three Agreements Related to the STP and TAP Federal Aid Project Funds** *Page 113*

RECOMMENDATION: Approve the Agreements for Certification Acceptance Services between the City of Prosser and Benton County Public Works for the administration of the City’s STP and TAP Federal Aid Project Funds and Authorize the Mayor to Sign the Documents.

f) **Consideration of Amendment No. 1 to Real Estate Purchase and Sale Agreement**..... *Page 130*

*The first Ordinance passed will be Ordinance 15-2926
The first Resolution passed will be Resolution 15-1478*

RECOMMENDATION: Approve Amendment No. 1 to the Real Estate Purchase and Sale Agreement between the City of Prosser and Ethel Heard and Authorize the Mayor to Sign the Documents.

8. COUNCIL DISCUSSION

9. ADJOURNMENT

*The first Ordinance passed will be Ordinance 15-2926
The first Resolution passed will be Resolution 15-1478*

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of payroll check nos. 600330 through 600340 in the amount of \$16,490.73 and direct deposits in the amount of \$106,136.54 for the period ending March 31, 2015

Meeting Date:
April 14, 2015
Regular Meeting

Department:
Finance

Director:
Toni Yost

Contact Person:
Elia Lara

Phone Number:
(509) 786-2332

Cost of Proposal:
\$122,627.27

Account Number:
Various

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

Name and Fund#
Various

Reviewed by Finance Department:

TY

Attachments to Agenda Packet Item:

1. Payroll Check Register

Summary Statement:

Payroll check nos. 600330 through 600340 in the amount of \$16,490.73 and direct deposits in the amount of \$106,136.54 for the period ending March 31, 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. 600330 through 600340 in the amount of \$16,490.73 and direct deposits in the amount of \$106,136.54 for the period ending March 31, 2015

Reviewed by Department Director:

Toni Yost

Date: 4/7/15

Today's Date:

April 8, 2015

Reviewed by City Attorney:

N/A

Date:

Revision Number/Date:

Approved by Mayor:

Paul Vander

Date: 4-10-15

File Name and Path:

CHECK REGISTER

City Of Prosser
MCAG #: 0205

03/31/2015 To: 03/31/2015

Time: 12:22:33 Date: 03/27/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1840	03/31/2015	Payroll	1	EFT		2,089.06	March Payroll
1842	03/31/2015	Payroll	1	EFT		1,128.76	March Payroll
1845	03/31/2015	Payroll	1	EFT		3,409.67	March Payroll
1846	03/31/2015	Payroll	1	EFT		2,378.96	March Payroll
1847	03/31/2015	Payroll	1	EFT		2,328.87	March Payroll
1848	03/31/2015	Payroll	1	EFT		3,523.02	March Payroll
1849	03/31/2015	Payroll	1	EFT		3,089.03	March Payroll
1850	03/31/2015	Payroll	1	EFT		3,235.31	March Payroll
1851	03/31/2015	Payroll	1	EFT		4,665.70	March Payroll
1852	03/31/2015	Payroll	1	EFT		3,347.99	March Payroll
1853	03/31/2015	Payroll	1	EFT		92.14	March Payroll
1855	03/31/2015	Payroll	1	EFT		5,064.90	March Payroll
1857	03/31/2015	Payroll	1	EFT		265.69	March Payroll
1858	03/31/2015	Payroll	1	EFT		3,061.80	March Payroll
1859	03/31/2015	Payroll	1	EFT		3,840.13	March Payroll
1860	03/31/2015	Payroll	1	EFT		1,944.01	March Payroll
1862	03/31/2015	Payroll	1	EFT		2,065.99	March Payroll
1863	03/31/2015	Payroll	1	EFT		3,484.90	March Payroll
1864	03/31/2015	Payroll	1	EFT		1,724.56	March Payroll
1865	03/31/2015	Payroll	1	EFT		7,185.86	March Payroll
1867	03/31/2015	Payroll	1	EFT		2,362.51	March Payroll
1869	03/31/2015	Payroll	1	EFT		3,429.22	March Payroll
1870	03/31/2015	Payroll	1	EFT		1,386.64	March Payroll
1871	03/31/2015	Payroll	1	EFT		8,621.67	March Payroll
1872	03/31/2015	Payroll	1	EFT		935.36	March Payroll
1873	03/31/2015	Payroll	1	EFT		2,451.43	March Payroll
1874	03/31/2015	Payroll	1	EFT		2,499.81	March Payroll
1875	03/31/2015	Payroll	1	EFT		1,803.06	March Payroll
1877	03/31/2015	Payroll	1	EFT		2,763.57	March Payroll
1880	03/31/2015	Payroll	1	EFT		2,992.29	March Payroll
1881	03/31/2015	Payroll	1	EFT		2,230.51	March Payroll
1882	03/31/2015	Payroll	1	EFT		548.86	March Payroll
1883	03/31/2015	Payroll	1	EFT		1,612.82	March Payroll
1884	03/31/2015	Payroll	1	EFT		3,304.20	March Payroll
1885	03/31/2015	Payroll	1	EFT		230.31	March Payroll
1886	03/31/2015	Payroll	1	EFT		4,056.81	March Payroll
1887	03/31/2015	Payroll	1	EFT		4,035.83	March Payroll
1888	03/31/2015	Payroll	1	EFT		2,945.29	March Payroll
1841	03/31/2015	Payroll	1	600330		230.31	March Payroll
1843	03/31/2015	Payroll	1	600331		3,580.08	March Payroll
1844	03/31/2015	Payroll	1	600332		184.21	March Payroll
1854	03/31/2015	Payroll	1	600333		224.51	March Payroll
1856	03/31/2015	Payroll	1	600334		2,938.10	March Payroll
1861	03/31/2015	Payroll	1	600335		553.14	March Payroll
1866	03/31/2015	Payroll	1	600336		2,313.92	March Payroll
1868	03/31/2015	Payroll	1	600337		2,198.51	March Payroll
1876	03/31/2015	Payroll	1	600338		681.55	March Payroll
1878	03/31/2015	Payroll	1	600339		452.12	March Payroll
1879	03/31/2015	Payroll	1	600340		3,134.28	March Payroll
						55,025.78	001 General Fund
						12,507.17	102 Street Fund
						27,565.51	403 Water Fund
						27,162.60	407 Sewer Fund
						366.21	448 Garbage Fund

122,627.27 Payroll: 122,627.27

CHECK REGISTER

City Of Prosser
MCAG #: 0205

03/31/2015 To: 03/31/2015

Time: 12:22:33 Date: 03/27/2015
Page: 2

Trans Date Type Acct # Chk # Claimant Amount Memo

Jrest

Signature

3/27/15

Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim check nos. 12145 through 12154 and 12156 through 12259, in the amount of \$543,941.17 and Electronic Payments in the amount of \$65,933.09 for the period ending April 14, 2015.

Meeting Date:
April 14, 2015
Regular Meeting

Department:
Finance

Director:
Toni Yost

Contact Person:
Elia Lara

Phone Number:
(509) 786-2332

Cost of Proposal:
\$609,874.26

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 # 12145 through 12154 and 12156 through 12259

Summary Statement:

Check Payments	Amount	Check Payments	Amount
12145 through 12154	\$56,785.80		
12156 through 12259	\$487,155.37		
Electronic Payments	Amount		
IRS Federal Taxes	\$47,616.38	WA Dept of Licensing	\$108.00
City of Prosser	\$15,779.44	US Bank	\$1,057.26
Dept of Revenue	\$.53	WA Dept of Revenue	\$846.88
WA Dept of Social & Health	\$228.60	Xpress Bill Pay	\$296.00

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. 12145 through 12154 and 12156 through 12259, in the amount of \$543,941.17 and Electronic Payments in the amount of \$65,933.09 for the period ending April 14, 2015

Reviewed by Department Director:

Date: *Yost*
4/8/15

Reviewed by City Attorney:

N/A

Date:

Approved by Mayor:

Phil Ward
Date: 4-10-15

Today's Date:

April 8, 2015

Revision Number/Date:

File Name and Path:

CHECK REGISTER

City Of Prosser
MCAG #: 0205

03/31/2015 To: 03/31/2015

Time: 09:29:17 Date: 03/31/2015

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1934	03/31/2015	Claims	1	EFT	DOR Electronic Payments	0.53	January Excise Taxes Were Entered Into BIAS .53 Short Due To Unrecognized Tax Rate Change. Correct Amount Was Reported To The State
001 General Fund						0.53	
						0.53	Claims: 0.53

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Signature

3/31/15

Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

03/31/2015 To: 03/31/2015

Time: 16:58:09 Date: 04/08/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1899	03/31/2015	Payroll	1	EFT	Irs Federal Taxes	47,616.38	941 Deposit For 03/31/2015 - 03/31/2015
1900	03/31/2015	Payroll	1	EFT	WA Dept Social & Health Serv	228.60	03/31/2015 To 03/31/2015 - DSHS
1901	03/31/2015	Payroll	1	12145	AFLAC	1,718.04	03/31/2015 To 03/31/2015 - AFLAC Pre-Tax; 03/31/2015 To 03/31/2015 - AFLAC Post-Tax
1902	03/31/2015	Payroll	1	12146	AWC Employment Ben Trust	1,011.46	03/31/2015 To 03/31/2015 - Vision
1903	03/31/2015	Payroll	1	12147	Employment Security Department	5,933.78	1ST Quarter 01/01/2015 - 03/31/2015
1904	03/31/2015	Payroll	1	12148	Icma Retirement Trust	770.03	03/31/2015 To 03/31/2015 - 401(R)
1905	03/31/2015	Payroll	1	12149	Kansas Payment Center	1,122.00	03/31/2015 To 03/31/2015 - Support Withholding
1906	03/31/2015	Payroll	1	12150	Opeiu	645.13	03/31/2015 To 03/31/2015 - Union Dues - OPEIU
1907	03/31/2015	Payroll	1	12151	Teamsters Legal Defense Fund	86.88	03/31/2015 To 03/31/2015 - Legal Defense Fund
1908	03/31/2015	Payroll	1	12152	Teamsters Local Union No 839	1,337.00	03/31/2015 To 03/31/2015 - Union Dues - Teamsters
1909	03/31/2015	Payroll	1	12153	WA Dept L & I	14,356.06	1ST Quarter 01/01/2015 - 03/31/2015
1910	03/31/2015	Payroll	1	12154	WA Dept Retirement	29,805.42	03/31/2015 To 03/31/2015 - PERS; 03/31/2015 To 03/31/2015 - PERS 3; 03/31/2015 To 03/31/2015 - LEOFF 2; 03/31/2015 To 03/31/2015 - DRS - DCP
						85,858.18	001 General Fund
						3,218.55	102 Street Fund
						8,032.65	403 Water Fund
						7,441.54	407 Sewer Fund
						79.86	448 Garbage Fund
						104,630.78	Payroll: 104,630.78

Signature

Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

03/31/2015 To: 03/31/2015

Time: 16:58:29 Date: 04/08/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1912	03/31/2015	Payroll	1	12156	Western Conf Of Teamsters Pension Trust	2,891.90	03/31/2015 To 03/31/2015 - TPT
1913	03/31/2015	Claims	1	12157	WA State Leoffl Education Asso	275.00	WSLEA 2015 Confrence-Elder
		001 General Fund				3,166.90	
						<u>3,166.90</u>	Claims: 275.00
						3,166.90	Payroll: 2,891.90

Signature

Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

04/07/2015 To: 04/07/2015

Time: 15:39:07 Date: 04/07/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2069	04/07/2015	Claims	1	12158	WA Dept Retirement	25.00	Old Age Survivors Insurance
					001 - 511 60 49 000 - Miscellaneous	14.60	Old Age Survivors Insurance
					403 - 534 80 49 000 - Miscellaneous	2.08	Old Age Survivors Insurance
					407 - 535 80 49 000 - Miscellaneous	2.08	Old Age Survivors Insurance
					448 - 537 80 49 000 - Miscellaneous	2.08	Old Age Survivors Insurance
					403 - 539 20 49 000 - Miscellaneous	2.08	Old Age Survivors Insurance
					102 - 542 90 49 000 - Miscellaneous	2.08	Old Age Survivors Insurance
2070	04/07/2015	Claims	1	12159	West Benton Fire Rescue	55,700.00	IPS-Fire Dept; IPS: March 2015
					001 - 522 10 51 000 - Intergov't Professional Srvc-F	27,850.00	IPS-Fire Dept
					001 - 522 10 51 000 - Intergov't Professional Srvc-F	27,850.00	IPS-Fire Dept
					001 General Fund	55,714.60	
					102 Street Fund	2.08	
					403 Water Fund	4.16	
					407 Sewer Fund	2.08	
					448 Garbage Fund	2.08	
						<u>55,725.00</u>	Claims: 55,725.00

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Signature

[Handwritten Date]

Date

CHECK REGISTER

City Of Prosser
MCAG #: 0205

04/14/2015 To: 04/14/2015

Time: 16:08:43 Date: 04/08/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2093	04/14/2015	Claims	1		EFT Prosser, City Of	15,779.44	Water Bill - March
					001 - 518 31 47 000 - Public Utility Services	741.73	Water Bill - March
					403 - 534 80 47 000 - Public Utility Services	679.95	Water Bill - March
					407 - 535 80 47 000 - Public Utility Services	9,776.49	Water Bill - March
					102 - 542 90 47 000 - Public Utility Services	959.07	Water Bill - March
					001 - 569 21 47 000 - Public Utility Services	525.07	Water Bill - March
					001 - 572 50 47 000 - Public Utility Services	213.66	Water Bill - March
					001 - 576 20 47 000 - Public Utility Services	740.28	Water Bill - March
					001 - 576 80 47 000 - Public Utility Services	2,143.19	Water Bill - March
2094	04/14/2015	Claims	1		EFT US Bank Na	1,057.26	ABC-NV Training - A. Robinson; Hotel Stay - Training; Hotel Stay -Training & NFPA Fire Protection - Hydrant Testing
					001 - 524 20 43 000 - Travel	668.40	Hotel Stay -Training
					403 - 534 80 31 000 - Office & Operating Supplies	38.50	NFPA Fire Protection - Hydrant Testing
					403 - 534 80 49 000 - Miscellaneous	93.00	ABC-NV Training - A. Robinson
					001 - 558 60 43 000 - Travel	257.36	Hotel Stay - Training
2095	04/14/2015	Claims	1		EFT WA Dept Licensing-Cpl	108.00	Concealed Pistol License; Concealed Pistol License; Concealed Pistol License
					001 - 586 00 01 000 - Concealed Pistol Lic Disburse	54.00	Concealed Pistol License
					001 - 586 00 01 000 - Concealed Pistol Lic Disburse	18.00	Concealed Pistol License
					001 - 586 00 01 000 - Concealed Pistol Lic Disburse	36.00	Concealed Pistol License
2096	04/14/2015	Claims	1		EFT WA Dept Revenue (tax)	846.88	Leasehold Excise Tax - 1st Qrt
					001 - 518 31 44 000 - External Taxes	624.28	Leasehold Excise Tax - 1st Qrt
					407 - 535 80 44 000 - External Taxes	28.89	Leasehold Excise Tax - 1st Qrt
					001 - 576 20 44 001 - External Taxes	193.71	Leasehold Excise Tax - 1st Qrt
2097	04/14/2015	Claims	1		EFT Xpress Billpay	296.00	Online Billing
					001 - 514 30 49 000 - Miscellaneous	4.44	Online Billing
					403 - 534 80 49 000 - Miscellaneous	72.52	Online Billing
					407 - 535 80 49 000 - Miscellaneous	72.52	Online Billing
					448 - 537 80 49 000 - Miscellaneous	74.00	Online Billing
					403 - 539 20 49 000 - Miscellaneous	72.52	Online Billing
2098	04/14/2015	Claims	1	12160	ABC Fire Control	219.37	Semi Annual Service, Fusible Link, Nozzle Cap, Nipple
					001 - 576 80 48 000 - Repairs & Maintenance	219.37	Semi Annual Service, Fusible Link, Nozzle Cap, Nipple
2099	04/14/2015	Claims	1	12161	Abadan Inc	192.74	WWTP Copy Machine; Police Dept. Copier Maintenance; Finance Dept. Printer Maintenance; Front Desk Copier Maintenance; Water Dept. Copy Machine Maintenance
					001 - 514 23 48 000 - Repairs & Maintenance	35.50	Police Dept. Copier Maintenance
					001 - 514 23 48 000 - Repairs & Maintenance	16.29	Finance Dept. Printer Maintenance
					001 - 514 23 48 000 - Repairs & Maintenance	71.22	Front Desk Copier Maintenance
					403 - 534 80 48 000 - Repairs & Maintenance	4.13	Front Desk Copier Maintenance
					403 - 534 80 48 000 - Repairs & Maintenance	36.22	Water Dept. Copy Machine Maintenance
					407 - 535 80 48 000 - Repairs & Maintenance	13.44	WWTP Copy Machine
					407 - 535 80 48 000 - Repairs & Maintenance	4.13	Front Desk Copier Maintenance
					448 - 537 80 48 000 - Repairs & Maintenance	4.13	Front Desk Copier Maintenance
					403 - 539 20 48 000 - Repairs & Maintenance	4.13	Front Desk Copier Maintenance
					102 - 542 90 48 000 - Repairs & Maintenance	1.13	Front Desk Copier Maintenance
					001 - 571 22 48 001 - Repairs & Maintenance	2.42	Front Desk Copier Maintenance

CHECK REGISTER

City Of Prosser
MCAG #: 0205

04/14/2015 To: 04/14/2015

Time: 16:08:43 Date: 04/08/2015
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2100	04/14/2015	Claims	1	12162	Advanced Overhead Doors LLC	101.24	Additional Remotes For Garage Door
					001 - 521 20 31 000 - Office & Operating Supplies	101.24	Additional Remotes For Garage Door
2101	04/14/2015	Claims	1	12163	Nick R Alsbury	63.00	Building Official Seminar
					001 - 524 20 43 000 - Travel	63.00	Building Official Seminar
2102	04/14/2015	Claims	1	12164	Autozone	46.58	Duralast Lawn & Garden Battery - Lawn Mower
					407 - 535 80 31 000 - Office & Operating Supplies	46.58	Duralast Lawn & Garden Battery - Lawn Mower
2103	04/14/2015	Claims	1	12165	BDI	60,744.30	Garbage Billing
					448 - 537 80 47 000 - Public Utility Services	60,744.30	Garbage Billing
2104	04/14/2015	Claims	1	12166	Mark & Debbie Baker	11.98	Refund inactive customer credit balance
					403 - 343 90 00 000 - Irrigation Fees & Charges	-11.98	
2105	04/14/2015	Claims	1	12167	Steven W Becken	283.13	Council Travel
					001 - 511 60 43 000 - Travel	283.13	Council Travel
2106	04/14/2015	Claims	1	12168	Benton Clean Air Authority	1,400.00	WWTP NOC (Boiler Heating Unit & Thermal Oxidizer/Flare)
					407 - 535 80 51 000 - Intergov'T Professional Servic	1,400.00	WWTP NOC (Boiler Heating Unit & Thermal Oxidizer/Flare)
2107	04/14/2015	Claims	1	12169	Benton Co Auditor's Office	35.75	License & Title Fee - WW Truck
					407 - 535 80 49 000 - Miscellaneous	35.75	License & Title Fee - WW Truck
2108	04/14/2015	Claims	1	12170	Benton Co Prosecutor's Off	271.33	Kids Haven - 1st Qtr 2015
					001 - 521 20 51 000 - Intergov't Professional Servic	271.33	Kids Haven - 1st Qtr 2015
2109	04/14/2015	Claims	1	12171	Benton Co Treas Office	216.04	Crime Victim Comp
					001 - 586 00 03 000 - PSEA and CVC Disbursemen	216.04	Crime Victim Comp
2110	04/14/2015	Claims	1	12172	Benton Franklin Dist Health	768.00	Drinking Water Bacteria; Inert Demolition Waste - 2015 Operating Permit App.
					403 - 534 80 41 000 - Professional Services	168.00	Drinking Water Bacteria
					448 - 537 80 49 000 - Miscellaneous	600.00	Inert Demolition Waste - 2015 Operating Permit App.
2111	04/14/2015	Claims	1	12173	Benton PUD	213.60	Electric Bill - 6th Street
					102 - 542 63 47 000 - Public Utility Services	213.60	Electric Bill - 6th Street
2112	04/14/2015	Claims	1	12174	Benton REA	732.97	Water Tower Regular Bill; Virtual Domain; Water Tower Regular Bill; IT Professional Services
					001 - 518 88 41 000 - Professional Services	9.95	Virtual Domain
					001 - 518 88 41 000 - Professional Services	561.09	IT Professional Services
					403 - 534 80 47 000 - Public Utility Services	87.23	Water Tower Regular Bill
					403 - 534 80 47 000 - Public Utility Services	74.70	Water Tower Regular Bill
2113	04/14/2015	Claims	1	12175	Bleyhl Farm Service Inc	4.73	Bulb Primer
					102 - 542 63 31 000 - Office & Operating Supplies	4.73	Bulb Primer
2114	04/14/2015	Claims	1	12176	Blumenthal	3,603.48	Men's Vest - Reed; Uniform For - Baugh Reserve; Uniform For Officer Orate; Belt, Holster, Cuff Case, Radio Holder, Mag Pouch - Reed; Jackets, Sew Emblem-Sleeve, Sew Badge - C. Baugh; Jackets, Sew Embl
					001 - 521 20 21 000 - Uniforms & Equipment	746.54	Uniform For - Baugh Reserve

CHECK REGISTER

City Of Prosser
MCAG #: 0205

04/14/2015 To: 04/14/2015

Time: 16:08:43 Date: 04/08/2015
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 20 21 000		Uniforms & Equipment	352.62	Belt, Holster, Cuff Case, Radio Holder, Mag Pouch - Reed
			001 - 521 20 21 000		Uniforms & Equipment	154.70	Jackets, Sew Emblem-Sleeve, Sew Badge - C. Baugh
			001 - 521 20 21 000		Uniforms & Equipment	18.46	Exchange Holster & Mag Pouch For A Different Holster & Mag Pouch - C. Baugh
			149 - 521 20 21 149		Law Enforcement -Uniform	1,284.80	Uniform For Officer Orate
			149 - 521 20 21 149		Law Enforcement -Uniform	204.71	Jackets, Sew Emblem Sleeves, Sew Badge, Fasteners - S. Orate
			001 - 521 20 35 000		Small Tools & Minor Equipm	841.65	Men's Vest - Reed
2115	04/14/2015	Claims	1	12177	Boys & Girls Clubs	6,250.00	Boys And Girls Club
			001 - 571 22 41 001		Professional Services	6,250.00	Boys And Girls Club
2116	04/14/2015	Claims	1	12178	Bud Clary Chevrolet, Cadillac Inc	32,918.14	Capital Item - Chevy Truck For WWTP
			407 - 594 35 64 000		Machinery & Equipment	32,918.14	Capital Item
2117	04/14/2015	Claims	1	12179	Cascade Analytical	140.45	Env Mngmt Fee & Kjeldahl Total Nitrogen; Env Mngmt Fee, Solids & Fecal MPN Conversion; Env Mngmt Fee & Kjeldahl Total Nitrogen
			407 - 535 80 41 000		Professional Services	44.06	Env Mngmt Fee & Kjeldahl Total Nitrogen
			407 - 535 80 41 000		Professional Services	52.33	Env Mngmt Fee, Solids & Fecal MPN Conversion
			407 - 535 80 41 000		Professional Services	44.06	Env Mngmt Fee & Kjeldahl Total Nitrogen
2118	04/14/2015	Claims	1	12180	Cascade Natural Gas Corp	2,766.91	Natural Gas; Natural Gas; Natural Gas; Natural Gas; Natural Gas; Natural Gas
			001 - 518 31 47 000		Public Utility Services	235.12	Natural Gas
			407 - 535 80 47 000		Public Utility Services	37.91	Natural Gas
			407 - 535 80 47 000		Public Utility Services	1,484.12	Natural Gas
			102 - 542 90 47 000		Public Utility Services	265.46	Natural Gas
			001 - 572 50 47 000		Public Utility Services	361.53	Natural Gas
			001 - 576 20 47 000		Public Utility Services	382.77	Natural Gas
2119	04/14/2015	Claims	1	12181	Centurylink Communications Inc	128.23	Longdistance Telephone Bill
			001 - 518 31 42 000		Communications	78.59	Longdistance Telephone Bill
			403 - 534 80 42 000		Communications	11.56	Longdistance Telephone Bill
			407 - 535 80 42 000		Communications	10.71	Longdistance Telephone Bill
			448 - 537 80 42 000		Communications	6.74	Longdistance Telephone Bill
			403 - 539 20 42 000		Communications	6.74	Longdistance Telephone Bill
			102 - 542 90 42 000		Communications	7.15	Longdistance Telephone Bill
			102 - 543 30 42 102		Communication	6.74	Longdistance Telephone Bill
2120	04/14/2015	Claims	1	12182	Charter Communications	145.31	PD Basic Cable; City Hall Internet Usage
			001 - 518 88 42 000		Communications	130.00	City Hall Internet Usage
			001 - 521 20 42 000		Communications	15.31	PD Basic Cable
2121	04/14/2015	Claims	1	12183	Cliff's Septic Services	124.89	Drain Clogging/Urinal - City Park
			001 - 576 80 48 000		Repairs & Maintenance	124.89	Drain Clogging/Urinal - City Park
2122	04/14/2015	Claims	1	12184	Cole Industrial Inc	1,002.21	Repair To Pool Heater
			001 - 576 20 48 000		Repairs & Maintenance	1,002.21	Repair To Pool Heater

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2123	04/14/2015	Claims	1	12185	Cook's True Value	1,340.10	GE 40W Bulb; 3 Fasteners; 4 Tubing, Connector, 3/8 Close Galv Nipple & Elbow; 4" SQ Box Cover; Retrac Util Knife & 1/2" Tube Brush; 2 Med Cut Resist Gloves, 1/2 Dr Pin, 32CW Yel Load, SGL Acuates Tool
					001 - 518 31 31 000 - Office & Operating Supplies	18.74	Poly Tile/Grout Brush, Duster & Fasteners
					001 - 518 31 31 000 - Office & Operating Supplies	14.60	Air Fresheners (5)
					001 - 521 20 31 000 - Office & Operating Supplies	3.25	GE 40W Bulb
					001 - 521 20 42 000 - Communications	14.82	UPS Shipping - Holster
					403 - 534 80 31 000 - Office & Operating Supplies	115.00	(150) Rope, LED Flashlight Kit & (24) Fasteners
					403 - 534 80 31 000 - Office & Operating Supplies	32.57	Fasteners
					403 - 534 80 31 000 - Office & Operating Supplies	7.81	White Male Adapter & Close Nipple
					403 - 534 80 31 000 - Office & Operating Supplies	9.74	Meg Socket & Sock Adapter
					403 - 534 80 31 000 - Office & Operating Supplies	31.28	20 Fasteners
					403 - 534 80 31 000 - Office & Operating Supplies	4.52	Fasteners
					403 - 534 80 31 000 - Office & Operating Supplies	108.59	4Gal Backpack Sprayer
					403 - 534 80 31 000 - Office & Operating Supplies	89.00	2 Med Cut Resist Gloves, 1/2 Dr Pin, 32CW Yel Load, SGL Acuates Tool
					403 - 534 80 31 000 - Office & Operating Supplies	6.95	4 Fasteners
					403 - 534 80 31 000 - Office & Operating Supplies	4.65	3/4 Cose Nipple & 3/4 PVC
					403 - 534 80 31 000 - Office & Operating Supplies	10.85	Utility Knife
					403 - 534 80 31 000 - Office & Operating Supplies	10.94	3/4x10 & 3/4x5 Galv Nipple & PVC CMP Adapter
					407 - 535 80 31 000 - Office & Operating Supplies	45.58	6M Fertilizer (3)
					407 - 535 80 31 000 - Office & Operating Supplies	8.91	Bard Inserts & Hex Bushing
					407 - 535 80 31 000 - Office & Operating Supplies	32.56	4Pk Battery
					407 - 535 80 31 000 - Office & Operating Supplies	60.24	3 Blades Gas Trim Head, 16oz 2Cyl Oil & Trimmer Line
					407 - 535 80 31 000 - Office & Operating Supplies	-27.14	Return Trimmer Line & 3 Blade Gas Trim Head
					407 - 535 80 31 000 - Office & Operating Supplies	15.73	Retrac Util Knife & 1/2" Tube Brush
					407 - 535 80 31 000 - Office & Operating Supplies	54.28	16T Bow Rake (2)
					407 - 535 80 31 000 - Office & Operating Supplies	92.16	5/16" & 1/4" Clevis Grab Hook, 5/16 & 3/8 Pin Shackle
					407 - 535 80 31 000 - Office & Operating Supplies	30.36	Clear HaloBulb (4)
					407 - 535 80 31 000 - Office & Operating Supplies	51.88	Blue & Red Derby Rope & Bard Insert
					403 - 539 20 31 000 - Office & Operating Supplies	2.13	Small & Medium Bolts
					403 - 539 20 31 000 - Office & Operating Supplies	13.88	S&D Cap & Solid S&D Pipe
					403 - 539 20 31 000 - Office & Operating Supplies	2.51	3 Fasteners
					102 - 542 90 31 000 - Office & Operating Supplies	74.54	60lb Concrete Mix
					102 - 542 90 31 000 - Office & Operating Supplies	13.54	Wht Chip Brush, Multi-Mix Container & Bond Additive
					001 - 569 21 31 000 - Office & Operating Supplies	8.11	White Tailpiece, Bev Washer & Sink Washer
					001 - 569 21 31 000 - Office & Operating Supplies	3.25	Joint Nut/Washer
					001 - 576 20 31 000 - Office & Operating Supplies	23.50	Adapter, Str Elbow & Wire Rope Clip (4)
					001 - 576 20 31 000 - Office & Operating Supplies	30.40	11" Locking Clamps
					001 - 576 20 31 000 - Office & Operating Supplies	46.59	60LB Concrete Mix
					001 - 576 80 31 000 - Office & Operating Supplies	3.52	Fasteners
					001 - 576 80 31 000 - Office & Operating Supplies	10.30	(8) Fasteners
					001 - 576 80 31 000 - Office & Operating Supplies	26.02	Yellow Spray Paint
					001 - 576 80 31 000 - Office & Operating Supplies	28.88	Toilet Auger & Fasteners
					001 - 576 80 31 000 - Office & Operating Supplies	21.71	SO Pine Post
					001 - 576 80 31 000 - Office & Operating Supplies	22.69	4 Tubing, Connector, 3/8 Close Galv Nipple & Elbow
					001 - 576 80 31 000 - Office & Operating Supplies	3.24	4" SQ Box Cover

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			001 - 576 80 31 000		Office & Operating Supplies	37.26	(8) 3/8" Galv Wire Rope Clip & 48" Pro Shovel Handle
			001 - 576 80 31 000		Office & Operating Supplies	29.26	12oz Yellow Spray Paint
			001 - 576 80 31 000		Office & Operating Supplies	17.88	Redu Tee, Pres Elbow & PVC Pipe
			001 - 576 80 31 000		Office & Operating Supplies	31.47	Blue PVC Cement & PVC Pipe Cement
			001 - 576 80 31 000		Office & Operating Supplies	32.56	(2) 4Pk 9V Battery
			001 - 576 80 31 000		Office & Operating Supplies	8.99	PVC Coupling & White Coupling
2124	04/14/2015	Claims	1	12186	DB Secure Shred	93.52	Records Distruction Service
			001 - 514 30 41 000		Professional Services	70.14	Records Distruction Service
			001 - 521 20 41 000		Professional Services	23.38	Records Distruction Service
2125	04/14/2015	Claims	1	12187	Day Wireless Systems	86.88	Wit-Wag Flasher Unit
			001 - 521 20 48 000		Repairs & Maintenance	86.88	Wit-Wag Flasher Unit
2126	04/14/2015	Claims	1	12188	Denchel's Ford Country	713.71	Fuel Saver Package; Works Fuel Saver Package; Oil Change; Raplaced Cooling Fan - Found Noise; Body Electrical & QCM Inspection
			001 - 521 20 48 000		Repairs & Maintenance	35.44	Fuel Saver Package,
			001 - 521 20 48 000		Repairs & Maintenance	34.27	Works Fuel Saver Package
			001 - 521 20 48 000		Repairs & Maintenance	35.44	Oil Change
			001 - 521 20 48 000		Repairs & Maintenance	456.24	Raplaced Cooling Fan - Found Noise
			001 - 521 20 48 000		Repairs & Maintenance	152.32	Body Electrical & QCM Inspection
2127	04/14/2015	Claims	1	12189	E.R. Balancing Services	935.58	Diagnostics For Well 6
			403 - 534 80 48 000		Repairs & Maintenance	935.58	Diagnostics For Well 6
2128	04/14/2015	Claims	1	12190	Eastern Wa Finance Officers	160.00	EWFOA Dues, Spring Meeting; EWFOA Dues, Spring Meeting
			001 - 514 23 49 000		Miscellaneous	80.00	EWFOA Dues, Spring Meeting
			001 - 514 23 49 000		Miscellaneous	80.00	EWFOA Dues, Spring Meeting
2129	04/14/2015	Claims	1	12191	Robert C Elder	33.24	SWAC Meeting - Travel Mileage
			001 - 511 60 43 000		Travel	33.24	SWAC Meeting - Travel Mileage
2130	04/14/2015	Claims	1	12192	Environment Resource Assoc	1,058.74	Quality Control DMRQ25 Freight
			407 - 535 80 31 000		Office & Operating Supplies	68.74	Quality Control DMRQ25 Freight
			407 - 535 80 31 000		Office & Operating Supplies	990.00	Quality Control DMRQ25 Freight
2131	04/14/2015	Claims	1	12193	Galls, An Aramark Co LLC	35.78	Gloves For Cole
			001 - 521 20 31 000		Office & Operating Supplies	35.78	Gloves For Cole
2132	04/14/2015	Claims	1	12194	Genesis Housing Services	713.03	Refund Planning Deposit- Site Review; Refund Planning Deposit-SEPA
			001 - 589 00 07 000		Planning Deposit Disburseme	356.52	Refund Planning Deposit- SEPA
			001 - 589 00 07 000		Planning Deposit Disburseme	356.51	Refund Planning Deposit- SEPA
2133	04/14/2015	Claims	1	12195	Goble Sampson Associates Inc	1,170.88	Mechanical Seal
			407 - 535 80 31 000		Office & Operating Supplies	1,170.88	Mechanical Seal
2134	04/14/2015	Claims	1	12196	Grainger Inc	101.16	Cement 1 QT & 3 Oz & Spray Adhesive; Coin Cell & Battery 12PK
			001 - 514 23 31 000		Office & Operating Supplies	41.99	Coin Cell & Battery 12PK
			407 - 535 80 31 000		Office & Operating Supplies	59.17	Cement 1 QT & 3 Oz & Spray Adhesive
2135	04/14/2015	Claims	1	12197	HD Fowler, Co	543.02	6" Compact Body MJ Kit & 6" MJ Follower Gland; 10" Middle Ring Coupling & Inbound FRT; Romac Gasket, SBR
			403 - 534 80 31 000		Office & Operating Supplies	325.95	6" Compact Body MJ Kit & 6" MJ Follower Gland

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			403 - 539 20 31 000		Office & Operating Supplies	148.06	10" Middle Ring Coupling & Inbound FRT
			403 - 539 20 31 000		Office & Operating Supplies	69.01	Romac Gasket, SBR
2136	04/14/2015	Claims	1	12198	Hilton Vancouver, Wa	564.40	WMCA Annual Conf. Lodging 3/16-3/20
			001 - 514 30 49 000		Miscellaneous	564.40	WMCA Annual Conf. Lodging 3/16-3/20
2137	04/14/2015	Claims	1	12199	Huibregtse, Louman & Assoc	39,142.65	Zone 2.5 Water Supply Improvements; ADA Sidewalk Ramp Improvements; Zone 2.5 Water Supply Improvement - Construction Services; OIE Phase 2; OIE Highway Improvements
			420 - 594 34 41 420		Professional Services	1,841.54	Zone 2.5 Water Supply Improvements
			420 - 594 34 41 420		Professional Services	26,714.16	Zone 2.5 Water Supply Improvement - Construction Services
			303 - 595 10 41 000		Roads/Streets Const. & Other	934.11	ADA Sidewalk Ramp Improvements
			304 - 595 10 41 304		Roads/Streets Const. & Other	1,400.81	OIE Phase 2
			302 - 595 10 60 000		Engineering	8,252.03	OIE Highway Improvements
2138	04/14/2015	Claims	1	12200	Integra Chemical Co	1,289.63	Vita-D-Chlor Tablet
			403 - 534 80 31 000		Office & Operating Supplies	1,289.63	Vita Clore Tablets
2139	04/14/2015	Claims	1	12201	The Janitor's Closet	1,406.27	Tissue, 8 Cleaner Gal, Urinal Scrn, Roll Towels Sanitouch Towel; Cases Of Comet Clnr, Econo Wipers, Liner Clnr & Pumice Bars
			001 - 518 31 31 000		Office & Operating Supplies	267.76	Cases Of Comet Clnr, Econo Wipers, Liner Clnr & Pumice Bars
			001 - 572 50 31 000		Office & Operating Supplies	246.38	Cases Of Comet Clnr, Econo Wipers, Liner Clnr & Pumice Bars
			001 - 576 80 31 000		Office & Operating Supplies	892.13	Tissue, 8 Cleaner Gal, Urinal Scrn, Roll Towels Sanitouch Towel
2140	04/14/2015	Claims	1	12202	Kie Supply Corporation	102.66	Bubbler Head W/Nipple, F/Coolers
			001 - 576 80 31 000		Office & Operating Supplies	102.66	Bubbler Head W/Nipple, F/Coolers
2141	04/14/2015	Claims	1	12203	Kimmel Athletic Supply Co. Inc	793.26	Tennis Nets
			001 - 576 80 31 000		Office & Operating Supplies	793.26	Tennis Nets
2142	04/14/2015	Claims	1	12204	Leaf	123.80	PD Copy Machine Lease
			001 - 514 23 45 000		Operating Rentals & Leases	123.80	PD Copy Machine Lease
2143	04/14/2015	Claims	1	12205	Legend Data Systems	46.16	Photo ID Printed Cards-Reed
			001 - 521 20 31 000		Office & Operating Supplies	46.16	Photo ID Printed Cards-Reed
2144	04/14/2015	Claims	1	12206	LexisNexis Risk Solutions	103.17	Monthly Subscription
			001 - 521 20 41 000		Professional Services	103.17	Monthly Subscription
2145	04/14/2015	Claims	1	12207	Lockshop, The	45.32	6 Dups @ 5 Each & 6 Dups @ 2 Each
			403 - 534 80 31 000		Office & Operating Supplies	45.32	6 Dups @ 5 Each & 6 Dups @ 2 Each
2146	04/14/2015	Claims	1	12208	The Markets LLC	63.29	Mt Mist Water, Matches Book & 2 Liquid B; (12) Super Chil Water; (12) Super Chil Water
			407 - 535 80 31 000		Office & Operating Supplies	29.93	Mt Mist Water, Matches Book & 2 Liquid B
			407 - 535 80 31 000		Office & Operating Supplies	16.68	(12) Super Chil Water
			407 - 535 80 31 000		Office & Operating Supplies	16.68	(12) Super Chil Water
2147	04/14/2015	Claims	1	12209	John H Markus	103.90	Law Enforcement Training - Meals & Fuel
			001 - 521 20 43 000		Travel	103.90	Law Enforcement Training - Meals & Fuel
2148	04/14/2015	Claims	1	12210	Mid-Columbia Library	16,677.15	Mid Columbia Library

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			001 - 572 20 51 000		Intergov't Professional Servic	1,355.43	Mid- Columbia Libraries
			001 - 572 20 51 000		Intergov't Professional Servic	15,321.72	Mid- Columbia Libraries
2149	04/14/2015	Claims	1	12211	Milestone Athletic Supply	66.06	Little League Balls (24) & Counters
			001 - 571 22 31 001		Office & Operating Supplies	66.06	Little League Balls (24) & Counters
2150	04/14/2015	Claims	1	12212	Moon Security	54.95	Basic Commercial Monitoring
			001 - 521 20 41 000		Professional Services	54.95	Basic Commercial Monitoring
2151	04/14/2015	Claims	1	12213	Mountain States Construction	122,707.14	Zone 2.5 Water Supply Improvements
			420 - 594 34 63 420		Improvements Other than Bui	122,707.14	Zone 2.5 Water Supply Improvements
2152	04/14/2015	Claims	1	12214	Office Depot	251.07	Cover, Tape, Pen, Guest Chair & Paper
			001 - 514 23 31 000		Office & Operating Supplies	151.07	Cover, Tape, Pen, Guest Chair & Paper
			001 - 514 30 31 000		Office & Operating Supplies	100.00	Cover, Tape, Pen, Guest Chair & Paper
2153	04/14/2015	Claims	1	12215	Outwest Pet Rescue	691.92	Animal Control Services; Deck Scrub & Scrub Extender
			001 - 524 20 31 000		Office & Operating Supplies	146.99	Animal Control Service
			001 - 524 20 31 000		Office & Operating Supplies	24.93	Deck Scrub & Scrub Extender
			001 - 524 20 41 000		Professional Services	520.00	Animal Control Services
2154	04/14/2015	Claims	1	12216	Oxarc	50.77	Cylinders, High & Low Pressure Acetylene
			407 - 535 80 45 000		Operating Rentals & Leases	50.77	Cylinders, High & Low Pressure Acetylene
2155	04/14/2015	Claims	1	12217	Pentair Valves & Controls Us	13,554.12	Actuators; Actuators
			403 - 534 80 35 000		Small Tools & Minor Equipm	1,413.88	Actuators
			403 - 534 80 35 000		Small Tools & Minor Equipm	63.85	Actuators
			403 - 534 80 35 000		Small Tools & Minor Equipm	2,736.69	Actuators
			403 - 534 80 35 000		Small Tools & Minor Equipm	6,974.26	Actuators
			403 - 534 80 35 000		Small Tools & Minor Equipm	95.69	Actuators
			403 - 534 80 35 000		Small Tools & Minor Equipm	284.39	Actuators
			403 - 534 80 35 000		Small Tools & Minor Equipm	19.25	Actuators
			403 - 534 80 35 000		Small Tools & Minor Equipm	1,402.81	Actuators
			403 - 534 80 35 000		Small Tools & Minor Equipm	550.46	Actuators
			403 - 534 80 35 000		Small Tools & Minor Equipm	12.84	Actuators
2156	04/14/2015	Claims	1	12218	Pocketinet Communications	398.00	Wide Area Network, Dedicated 3 Mbps
			001 - 518 88 42 000		Communications	398.00	Wide Area Network, Dedicated 3 Mbps
2157	04/14/2015	Claims	1	12219	Pollard Water	666.46	Bioagmentation Product & Bacterial Suppl High Grese Food
			407 - 535 80 31 000		Office & Operating Supplies	666.46	Bioagmentation Product & Bacterial Suppl High Grese Food
2158	04/14/2015	Claims	1	12220	The Print Guys Inc	202.33	Window Security Envelope; Digital Color Copies & Laminated Bindery Copies
			001 - 514 23 31 000		Office & Operating Supplies	106.45	Window Security Envelopes
			403 - 534 80 31 000		Office & Operating Supplies	14.18	Window Security Envelopes
			407 - 535 80 31 000		Office & Operating Supplies	14.18	Window Security Envelopes
			448 - 537 80 31 000		Office & Operating Supplies	14.18	Window Security Envelopes
			403 - 539 20 31 000		Office & Operating Supplies	14.18	Window Security Envelopes
			102 - 542 90 31 000		Office & Operating Supplies	14.18	Window Security Envelopes
			001 - 558 60 31 000		Office & Operating Supplies	24.98	Digital Color Copies & Laminated Bindery Copies
2159	04/14/2015	Claims	1	12221	Prosser Depot Inc	250.00	2015 Annual Rent - Depot Restrooms
			001 - 518 31 45 000		Operating Rentals & Leases	250.00	2015 Annual Rent - Depot Restrooms

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2160	04/14/2015	Claims	1	12222	Prosser Economic Development A	3,583.33	Contract For Services, Grant Writer Agreement
					001 - 558 70 41 000 - Professional Services	1,416.67	Grant Writer Agreement
					001 - 558 70 41 000 - Professional Services	2,166.66	Contract For Services
2161	04/14/2015	Claims	1	12223	Prosser Napa	141.34	Formagsk; Stoplight Bulb; Hy-Brid Charger; Fuse Pac; Spark Plug - Lawn Garden
					001 - 521 20 31 000 - Office & Operating Supplies	129.23	Hy-Brid Charger
					403 - 534 80 31 000 - Office & Operating Supplies	7.02	Formagsk
					102 - 542 90 31 000 - Office & Operating Supplies	1.46	Stoplight Bulb
					102 - 542 90 31 000 - Office & Operating Supplies	1.09	Fuse Pac
					102 - 542 90 31 000 - Office & Operating Supplies	2.54	Spark Plug - Lawn Garden
2162	04/14/2015	Claims	1	12224	Prosser Rentals	34.75	12.8 Gal Propane
					102 - 542 30 31 000 - Office & Operating Supplies	34.75	12.8 Gal Propane
2163	04/14/2015	Claims	1	12225	Q-Tech Auto Service Ctr	1,276.67	Tie Rod End Fix, Greases And Aligned; Clutch Slave, Master Cylinder & Surface Flywheel
					403 - 534 80 48 000 - Repairs & Maintenance	344.50	Tie Rod End Fix, Greases And Aligned
					102 - 542 90 31 000 - Office & Operating Supplies	466.08	Clutch Slave, Master Cylinder & Surface Flywheel
					001 - 576 80 31 000 - Office & Operating Supplies	466.09	Clutch Slave, Master Cylinder & Surface Flywheel
2164	04/14/2015	Claims	1	12226	Rainwater Water Co	30.00	2 Water; Water; Water
					407 - 535 80 31 000 - Office & Operating Supplies	12.00	2 Water
					407 - 535 80 31 000 - Office & Operating Supplies	12.00	Water
					407 - 535 80 31 000 - Office & Operating Supplies	6.00	Water
2165	04/14/2015	Claims	1	12227	Ryne T Rice	55.00	CDL Physical
					403 - 534 80 49 000 - Miscellaneous	55.00	CDL Physical
2166	04/14/2015	Claims	1	12228	City Of Richland	28,506.50	Quarterly 800 MHZ Usage Fee; 10 Dispatch Services
					001 - 521 20 51 000 - Intergov't Professional Servic	4,819.50	Quarterly 800 MHZ Usage Fee
					001 - 522 21 51 000 - Intergovmnt Professional Ser	23,687.00	10 Dispatch Services
2167	04/14/2015	Claims	1	12229	Safety Kleen Co	137.98	MDL 14" PRM Solvent
					403 - 534 80 31 000 - Office & Operating Supplies	34.50	MDL 14" PRM Solvent
					403 - 539 20 31 000 - Office & Operating Supplies	34.50	MDL 14" PRM Solvent
					102 - 542 90 31 000 - Office & Operating Supplies	34.50	MDL 14" PRM Solvent
					001 - 576 80 31 000 - Office & Operating Supplies	34.48	MDL 14" PRM Solvent
2168	04/14/2015	Claims	1	12230	Saxton Riley, PLLC	9,842.76	1036 Alice (Hunt); Administrative (Civil); Parks; Planning; 14-11 CCHS; Prosecution; Prosser Police Department; Public Works Dept.; Records Request (Civil); Sewer Dept; Streets; Water Dept; 14-13 Sewe
					001 - 512 50 41 000 - Professional Services	3,162.75	Prosecution
					001 - 512 50 41 000 - Professional Services	3,000.00	Prosecution - March 2015
					001 - 515 30 41 000 - Professional Services	6.67	1036 Alice (Hunt)
					001 - 515 30 41 000 - Professional Services	1,800.00	Administrative (Civil)
					001 - 515 30 41 000 - Professional Services	40.00	Public Works Dept.
					001 - 515 30 41 000 - Professional Services	40.00	Records Request (Civil)
					001 - 521 20 41 000 - Professional Services	80.00	Prosser Police Department
					403 - 534 80 41 000 - Professional Services	40.00	Water Dept
					407 - 535 80 41 000 - Professional Services	60.00	Sewer Dept
					102 - 542 30 41 102 - Other Services & Charges	20.00	Public Works Dept.

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			102 - 542 63 41 000		Professional Services	120.00	Public Works Dept.
			102 - 542 70 41 102		Professional Services	20.00	Public Works Dept.
			102 - 542 90 41 000		Professional Services	120.00	Public Works Dept.
			001 - 558 60 41 000		Professional Services	980.00	Planning
			001 - 558 60 41 000		Professional Services	46.67	14-11 CCHS
			001 - 558 60 41 000		Professional Services	120.00	14-13 Sewer Expansion
			001 - 572 50 41 001		Professional Services	40.00	Public Works Dept.
			001 - 576 80 41 000		Professional Services	6.67	Parks
			420 - 594 34 41 420		Professional Services	80.00	Water Dept
			303 - 595 10 41 000		Roads/Streets Const. & Other	20.00	Streets
			302 - 595 10 60 000		Engineering	20.00	Public Works Dept.
			302 - 595 10 60 000		Engineering	20.00	Streets
2169	04/14/2015	Claims	1	12231	Rachel M Shaw	141.08	WMCA Annual Conf - Meal, Gas & Parking
					001 - 514 30 43 000	141.08	WMCA Annual Conf - Meal, Gas & Parking
2170	04/14/2015	Claims	1	12232	Shi International Corp	210.72	Dell LED Monitor Hardware
					001 - 518 88 31 000	210.72	Dell LED Monitor Hardware
2171	04/14/2015	Claims	1	12233	Rodney & Sheila Stutzman	25.15	Refund inactive customer credit balance
					403 - 343 41 00 000	-283.40	Water Revenues
					407 - 343 60 00 000	207.03	Sewer Revenues
					448 - 343 71 00 000	41.78	Garbage Service Charges
					448 - 343 72 00 000	2.48	Refuse Tax Collection
					448 - 343 74 00 000	3.96	Administrative Fee
					448 - 359 90 00 000	3.00	Miscellaneous Penalties
2172	04/14/2015	Claims	1	12234	Summit Supply Co of Colorado	206.00	Replacement Pendulum & Wrench For Shackles
					001 - 576 80 31 000	206.00	Replacement Pendulum & Wrench For Shackles
2173	04/14/2015	Claims	1	12235	Sunnyside New Holland Inc	21.02	Gasket For Mower Tractor
					001 - 576 80 31 000	21.02	Gasket For Mower Tractor
2174	04/14/2015	Claims	1	12236	Susan Thorpe	20.44	Refund inactive customer credit balance
					403 - 343 41 00 000	-37.16	Water Revenues
					407 - 343 60 00 000	-53.91	Sewer Revenues
					448 - 343 71 00 000	-18.39	Garbage Service Charges
					403 - 343 90 00 000	89.02	Irrigation Fees & Charges
2175	04/14/2015	Claims	1	12237	Tolman Electric	1,602.84	Breakers & Electric Repair - WWTP; Open Of MCC Gear For Engineer; Service Call - Programmer System, Found Motor Low
					407 - 535 80 41 000	1,152.15	Breakers & Electric Repair - WWTP
					407 - 535 80 41 000	114.03	Open Of MCC Gear For Engineer
					407 - 535 80 41 000	336.66	Service Call - Programmer System, Found Motor Low
2176	04/14/2015	Claims	1	12238	Tri-City Hemp	45.83	Business Registration Refund
					001 - 321 99 00 000	-45.83	Business Registration Refund
2177	04/14/2015	Claims	1	12239	US Bank	28.00	Monthly Charges
					001 - 514 23 49 000	28.00	Monthly Charges
2178	04/14/2015	Claims	1	12240	Utilities Underground Loc	46.44	Excavation Notifications
					403 - 534 80 41 000	23.22	Excavation Notifications
					407 - 535 80 41 000	23.22	Excavation Notifications

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2179	04/14/2015	Claims	1	12241	Valley Pipe Co	1,391.52	1 1/4" Filter Screen; Bolts, Nuts & Wash; PGP, RB Maxi Paw, Brass Foot & Nozz; Rubber Gasket
					403 - 534 80 31 000 - Office & Operating Supplies	25.20	Bolts, Nuts & Wash
					407 - 535 80 31 000 - Office & Operating Supplies	22.52	1 1/4" Filter Screen
					407 - 535 80 31 000 - Office & Operating Supplies	154.46	Rubber Gasket
					001 - 576 80 31 000 - Office & Operating Supplies	1,189.34	PGP, RB Maxi Paw, Brass Foot & Nozz
2180	04/14/2015	Claims	1	12242	Valley Publishing Co Inc	631.28	Shoreline Management Development Permit; 2 Pens; Notice Of Public Hearing - Expansion 125 N Wamba Rd; Notice Of Complete Application - Wamba Rd Properties; Ordinance Summary 15-2925; PD Admin Secretary
					001 - 514 23 31 000 - Office & Operating Supplies	7.58	2 Pens
					001 - 514 30 41 000 - Professional Services	39.00	Ordinance Summary 15-2925
					149 - 521 20 41 149 - Law Enforcement - Miscellan	182.85	PD Admin Secretary Employment Ad
					149 - 521 20 41 149 - Law Enforcement - Miscellan	182.85	PD Admin Secretary Employment Ad
					001 - 558 60 41 000 - Professional Services	39.00	Notice Of Public Hearing - Expansion 125 N Wamba Rd
					001 - 558 60 41 000 - Professional Services	84.00	Notice Of Complete Application - Wamba Rd Properties
					470 - 594 35 41 000 - Engineering	96.00	Shoreline Management Development Permit
2181	04/14/2015	Claims	1	12243	Van Meter & Associates, Inc	150.00	Tuition "Performance Improvement Program" - Markus
					001 - 521 20 49 000 - Miscellaneous	150.00	Tuition "Performance Improvement Program" - Markus
2182	04/14/2015	Claims	1	12244	Verizon Wireless	483.55	4G Mobile Broadband; Police MDT Data Usage
					001 - 521 20 42 000 - Communications	363.52	Police MDT Data Usage
					403 - 534 80 42 000 - Communications	60.02	4G Mobile Broadband
					407 - 535 80 42 000 - Communications	60.01	4G Mobile Broadband
2183	04/14/2015	Claims	1	12245	Vine Tech Equipment	491.44	Hose Fittings
					403 - 534 80 31 000 - Office & Operating Supplies	491.44	Hose Fittings
2184	04/14/2015	Claims	1	12246	WA Dept Ecology	28,046.16	Debt Service Payment - L0100025
					407 - 591 35 78 000 - Intergovernmental Loans	24,885.85	Debt Service Payment - L0100025
					407 - 592 35 83 000 - Interest On Long-Term Exterr	3,160.31	Debt Service Payment - L0100025
2185	04/14/2015	Claims	1	12247	WA Dept L & I	3,872.03	1ST Quarter 01/01/2015 - 03/31/2015
					001 - 511 60 20 001 - Personnel Benefits	37.79	1ST Quarter 01/01/2015 - 03/31/2015
					001 - 514 23 20 001 - Personnel Benefits	157.02	1ST Quarter 01/01/2015 - 03/31/2015
					001 - 514 30 20 001 - Personnel Benefits	32.48	1ST Quarter 01/01/2015 - 03/31/2015
					001 - 518 31 20 001 - Personnel Benefits	118.07	1ST Quarter 01/01/2015 - 03/31/2015
					001 - 518 88 20 001 - Personnel Benefits	9.99	1ST Quarter 01/01/2015 - 03/31/2015
					001 - 521 20 20 001 - Personnel Benefits	1,494.58	1ST Quarter 01/01/2015 - 03/31/2015
					149 - 521 20 20 149 - Law Enforcement - Personnel	41.80	1ST Quarter 01/01/2015 - 03/31/2015
					001 - 524 20 20 001 - Personnel Benefits	173.10	1ST Quarter 01/01/2015 - 03/31/2015
					403 - 534 80 20 001 - Personnel Benefits	618.01	1ST Quarter 01/01/2015 - 03/31/2015
					407 - 535 80 20 001 - Personnel Benefits	645.78	1ST Quarter 01/01/2015 - 03/31/2015
					448 - 537 80 20 001 - Personnel Benefits	3.51	1ST Quarter 01/01/2015 - 03/31/2015
					403 - 539 20 20 001 - Personnel Benefits	127.40	1ST Quarter 01/01/2015 - 03/31/2015
					102 - 543 30 20 001 - Total Personnel Benefits	267.16	1ST Quarter 01/01/2015 - 03/31/2015
					001 - 558 60 20 001 - Personnel Benefits	30.09	1ST Quarter 01/01/2015 - 03/31/2015
					001 - 576 80 20 001 - Personnel Benefits	115.25	1ST Quarter 01/01/2015 - 03/31/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2186	04/14/2015	Claims	1	12248	WA Dept Transportation Sc	2,378.74	Plans Review & Inspection Cost - Water Trans Main
					403 - 534 80 41 000 - Professional Services	2,378.74	Plans Review & Inspection Cost - Water Trans Main
2187	04/14/2015	Claims	1	12249	WA Finance Officers Assoc	125.00	WFOA - BARS Training Classes (K.M.Q)
					001 - 514 23 49 000 - Miscellaneous	125.00	WFOA - BARS Training Classes (K.M.Q)
2188	04/14/2015	Claims	1	12250	WA Municipal Clerks Assoc	150.00	2015 WMCA Membership Application; 2015 WMCA Membership Application
					001 - 514 30 49 000 - Miscellaneous	75.00	2015 WMCA Membership Application
					001 - 514 30 49 000 - Miscellaneous	75.00	2015 WMCA Membership Application
2189	04/14/2015	Claims	1	12251	WA Patrol Budget & Fiscal Srvc	593.00	Access User Fee; Police Background Check
					001 - 521 20 51 000 - Intergov't Professional Serv	534.00	Access User Fee
					001 - 586 00 01 000 - Concealed Pistol Lic Disburse	59.00	Police Background Check
2190	04/14/2015	Claims	1	12252	WA State Treasurer	10,448.03	PSEA
					001 - 586 00 03 000 - PSEA and CVC Disbursemen	10,448.03	PSEA
2191	04/14/2015	Claims	1	12253	Paul Allen Warden	121.22	Law & Justice, YV Mayor's Meeting & BFCOG - Travel Mileage
					001 - 511 60 43 000 - Travel	121.22	Law & Justice, YV Mayor's Meeting & BFCOG - Travel Mileage
2192	04/14/2015	Claims	1	12254	The Wesley Group	1,620.00	Labor Relations Consultation
					001 - 518 10 41 000 - Professional Services	1,620.00	Labor Relations Consultation
2193	04/14/2015	Claims	1	12255	Whitney Equipment Co Inc	12,016.92	Impeller Repair Kit
					407 - 535 80 31 000 - Office & Operating Supplies	12,016.92	Impeller Repair Kit
2194	04/14/2015	Claims	1	12256	Winn-911 Software	395.00	Telemetry SCADA Program Maintenance
					403 - 534 80 48 000 - Repairs & Maintenance	395.00	Telemetry SCADA Program Maintenance
2195	04/14/2015	Claims	1	12257	Worksafe Services Inc	52.00	Drug Test
					403 - 534 80 49 000 - Miscellaneous	52.00	Drug Test
2196	04/14/2015	Claims	1	12258	Tonelle M Yost	195.50	BIAS Annual Report Workshop - Travel
					001 - 514 23 43 000 - Travel	195.50	BIAS Annual Report Workshop - Travel
2197	04/14/2015	Claims	1	12259	Zee Medical Inc	421.73	First Aid Medical Supply; First Aid Kit Supplies
					001 - 518 31 31 000 - Office & Operating Supplies	152.68	First Aid Medical Supply
					102 - 542 90 31 000 - Office & Operating Supplies	269.05	First Aid Kit Supplies
						102,985.76	
						2,916.77	
						1,897.01	
						8,292.03	
						954.11	
						1,400.81	
						23,125.72	
						91,925.97	
						151,342.84	
						61,414.03	
						96.00	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
						446,351.05	Claims: 446,351.05
					* Transaction Has Mixed Revenue And Expense Accounts	446,351.05	

Agost

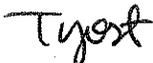
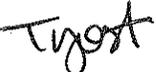
Signature

4/8/15

Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Approve the 2014 Annual Street Report for the Washington State Department of Transportation		<u>Meeting Date:</u> April 14, 2015 Regular Meeting	
<u>Department:</u> Finance	<u>Director:</u> Toni Yost	<u>Contact Person:</u> Toni Yost	<u>Phone Number:</u> (509) 786-8225
<u>Cost of Proposal:</u> n/a		<u>Account Number:</u>	
<u>Amount Budgeted:</u> n/a		<u>Name and Fund#</u>	
<u>Reviewed by Finance Department:</u> 			
<u>Attachments to Agenda Packet Item:</u> 1. WSDOT Financial Planning & Economic Analysis, Strategic planning & Programming Report (2014)			
<u>Summary Statement:</u> Annually the City of Prosser is required to report to the Washington State Department of Transportation (WSDOT) revenue and expenditure activity for street funds which occurred in the prior year. The information obtained from this report is required for WSDOT to comply with federal statutes, and supports legislative, local, and statewide analysis of transportation needs.			
<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 the 2014 Annual Street Report for the Washington State Department of Transportation.			
<u>Reviewed by Department Director:</u>  Date: 4/10/15	<u>Reviewed by City Attorney:</u>  Date: 4/9/15	<u>Approved by Mayor:</u>  Date: 4-10-15	
<u>Today's Date:</u> April 9, 2015	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>	

PO Box 47400

Olympia WA 98504-7400

(RCW 35.21.260)

Phone: (360)705-7940

E-Mail: reevesk@wsdot.wa.gov

For Budget Year 2014

City: Prosser	Prepared by: Toni Yost	Phone: 5097868215	E-Mail Address: tyost@ci.prosser.wa.us
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Revenues and Expenditures for City Roads and Related Activities

(Round to the Nearest Dollar)

A. Revenues and Other Sources of Financing

Account Number	Account Description	Total Amount
310.00	Taxes	
311.10	Real and Personal Property Taxes	385,211.43
313.10	Local Retail Sales and Use Tax	
316.30	Commercial Parking Tax	
317.30	Real Estate Excise Tax	
316.10	Business and Occupation Tax	
316.40	B&O Taxes on Privately Owned Utilities	
316.50	B&O Taxes on Utilities of Other Governments	
316.70	Government Owned Utility Tax	
317.14	Local Motor Vehicle Fuel Tax - Border Area Jurisdictions	
318.00	Other Operating Taxes	
310.XX	Other Taxes	
313.21	Transportation Benefit District Tax	87,967.72
313.11	Local Retail Sales & Use Tax	
318.12	Commercial Parking Tax	
313.84	Local Motor Vehicle Fuel Tax - Border Area Jurisdictions	
313.84	Local Motor Vehicle Fuel Tax - Border Area Jurisdictions	
311.20	Diverted County Road Tax	
317.40	Timber Harvest Tax - private land	
	Total Taxes	473,179.15
320.00	Licenses and Permits	
321.00	Business Licenses and Permits	
321.91	Franchise Fees	
322.40	Street and Curb Permits	1,475.00
322.90	Other Nonbusiness Licenses and Permits	
320.XX	Other Licenses and Permits	
	Total Licenses and Permits	1,475.00
331.00	Federal Grants - Direct (Specify)	

331.14.20	Federal Community Planning and Development Block Grant	
331.20	Federal Department of Transportation	
331.83.5X	Federal Emergency Management Agency	
331.xx	Other Direct Federal Grants	
331.66.12	EPA Grant	
	Total Federal Grants - Direct (Specify)	
332.00	Federal Entitlements, Impact Payments & In-Lieu Taxes	
332.xx.xx	Federal Entitlements, Impact Payments & In-Lieu Taxes	
332.XX	Other Federal Entitlements	
332.10.68	Federal Title I- Schools and Roads	
332.10.00	Federal Forest Yield	
	Total Federal Entitlements, Impact Payments & In-Lieu Taxes	
333.00	Federal Grants - Indirect (Specify)	
333.20.60	Highway Traffic Safety Administration	
333.83.50	Federal Emergency Management Agency	
333.14.20	Federal Community Planning and Development Block Grant	
333.17.20	Federal Employment and Training Administration (JPTA)	
333.81	Federal Department of Energy	
333.XX	Other Federal Grants (indirect)	
333.20	USDOT Indirect Grant	79,592.85
333.20.51	DOT planning grant	
	Total Federal Grants - Indirect (Specify)	79,592.85
333.20.2X	Federal Highway Admin. Grants (Direct or Indirect)	
333.20.xx	Federal Highway Admin. Grants (Direct or Indirect)	
	Total Federal Highway Admin. Grants (Direct or Indirect)	
334.00	State Grants (Specify)	
334.03.10	Department of Ecology	
334.03.80	Urban Arterial Board Grants	
334.03.81	Transportation Improvement Board Grants	
334.04.2X	Department of Community, Trade & Economic Development	
334.03.61	DOT Grant	
334.XX	Other State Grants	
	Total State Grants (Specify)	
335.00	State Shared Revenues	
335.00.84	Capron Refunds (Island & San Juan Counties)	

335.00.91	PUD Privilege Tax	
	Total State Shared Revenues	
336.00	State Entitlements, Impact Payments & In-Lieu Taxes	
336.00.90	Local Option Motor Vehicle Fuel Tax - Highway Purposes	
336.00.87	Motor Vehicle Fuel Tax - City Streets	119,845.77
336.06.94	Liquor Excise Tax	10,917.38
336.06.95	Liquor Control Board Profits	40,823.30
336.00.85	Motor Vehicle Tax Equilazation	
336.00.88	Motor Vehicle Tax - Arterial Street Fuel Tax	
336.02.31	Dept. of Natural Resources - payment on lieu of property taxes	
336.XX	Other State Entitlements	
	Total State Entitlements, Impact Payments & In-Lieu Taxes	171,586.45
337.00	Interlocal Grants, Impact Payments & In-Lieu Taxes	
337.xx	Interlocal Grants, Impact Payments & In-Lieu Taxes	
	Total Interlocal Grants, Impact Payments & In-Lieu Taxes	
338.00	Intergovernmental Service Revenues	
338.42	Road and Street Maintenance Services	
338.95	Road and Street Construction Services	
338.XX	Other Intergovernmental Services	
	Total Intergovernmental Service Revenues	
340.00	Charges for Goods and Services	
341.50	Sales of Maps and Publications	
344.10	Road/Street Maintenance and Repair Charges	
344.20	Sales of Road Materials	
344.90	Other Transportation Related Fees	
345.81	Zoning and Subdivision Fees	321.27
345.85	GMA Impact Fees	
349.42	Interfund Road Maintenance Services	
349.95	Interfund Road Construction and Engineering Services	
342.40	Protective Inspection Fees	
343.90	Other Services Related to Environment	
344.50	Fuel Sales	
345.83	Plan Checking Fees	
348.20	Internal Service Fund Sales of Road Materials	
348.50	Internal Service Fund Fuel Sales	
348.96	Personnel Service Fees	

349.48	Interfund Municipal Vehicles and Public Works Equipment	
340.XX	Other Charges for Goods and Services	
344.90.00	Traffic Mitigation Fees	
343.83	Storm Drainage Fees and Charges	
345.84	LTA Impact Fees	
343.20	Engineering Services	
344.91	Ferry Tolls	
341.82	Engineering Services	
343.10	Storm Drainage Fees & Charges	
344.70	Other Transportation Related Fees	
348.00	Sale of Road Materials	
345.85	GMA Impact Fees	
386.00	Agency Type Deposits	
341.81	Fiber Optic Fees	
345.89	Other Planning Fees	
341.93	Maintenance and Admin Services	
341.82	Engineering Services	
	Total Charges for Goods and Services	321.27
360.00	Miscellaneous Revenues	
361.11	Investment Interest	4,175.93
361.50	Interest and Penalties on Special Assessments	
361.90	Other Interest Earnings	
362.00	Rentals, Leases, etc.	
366.10	Interfund Interest	
367.00	Contributions and Donations from Private Sources	
368.00	Special Assessment Principal	2,822.33
369.40	Judgments and Settlements	
369.90	Other Miscellaneous Revenues	787.18
369.10	Sale of Junk or Salvage	
381.20	Interfund Loan Repayment Received	
362.50.XX	Parking Rents	
386.00.00	Leasehold Tax Collected	
366.20	Interfund Rents & Concessions	
381.10	Interfund Loans Received	
360.XX	Miscellaneous Revenue	
361.10	Investment Interest	755.52
361.40	Other Interest Earnings	
362.30	Parking	
	Total Miscellaneous Revenues	8,540.96
350.00	Fines and Penalties	
353.00	Civil Infraction Penalties	55,471.69
354.00	Civil Parking Infraction Penalties	7,079.10

350.XX	Other Fines and Penalties	46,285.74
	Total Fines and Penalties	108,836.53
390.00	Other Financing Sources	
391.10	General Obligation Bond Proceeds	
391.30	Special Assessment Bond Proceeds	
391.60	Proceeds of Bond Anticipation Notes/Warrants	
395.10	Proceeds From Sale of Capital Assets	
391.80	Intergovernmental Loan Proceeds	
390.XX	Traffic Policing	696,254.84
395.20.00	Insurance Recoveries	
391.70	Other Note Proceeds	
398.00	Insurance Recoveries	
396.00	Capital System Development Fees	
	Total Other Financing Sources	696,254.84
397.00	Operating Transfers - In (Specify)	
397.xx	Operating Transfers - In (Specify)	12,049.87
	Total Operating Transfers - In (Specify)	12,049.87
339.00	American Recovery and Reinvestment Act	
339.1X.XX	Direct Stimulus Grant	
339.2X.XX	Indirect Stimulus Grant	
	Total American Recovery and Reinvestment Act	
Total Revenues and Other Source of Financing		1,551,836.92

B. Street and Related Expenditures

Account	Description	Amount
595.00	Construction	
595.10	Engineering - off NHS	129,599.87
595.20	Right-of-Way	
595.30	Roadway	12,049.87
595.40	Drainage	
595.50	Structures	
595.60	Traffic and Pedestrian Services	
595.61	Sidewalks	
595.62	Special Purpose Paths	
595.63	Street Lighting	
595.64	Traffic Control Devices	
595.65	Parking Facilities	
595.70	Roadside Development	
595.80	Ancillary Operations	
595.90	Construction Administration and Overhead	
595.10.N1	NHS - Engineering	
595.00.N1	NHS - New Facilities	
595.00.N2	NHS - Capacity Improvements	
595.20.N2	NHS - Right of Way	
595.00	Construction of Facilities	
595.00	Construction	
	Total Construction	141,649.74
541.00	Preservation	
541.10	Engineering	
541.30	Roadway - off NHS	
541.40	Drainage	
541.50	Structures	
541.60	Traffic and Pedestrian Services	
541.61	Sidewalks	
541.62	Special Purpose Paths	
541.63	Parking Facilities	
541.64	Traffic Control Devices	
541.90	Preservation Administration and Overhead	
541.30.N1	NHS - Preservation	
	Total Preservation	
542.00	Maintenance	
542.10	Engineering	
542.30	Roadway	108,513.90
542.40	Drainage	
542.50	Structures	771.24
542.60	Traffic and Pedestrian Services	
542.61	Sidewalks	580.00
542.62	Special Purpose Paths	
542.63	Street Lighting	72,501.05

542.64	Traffic Control Devices	23,929.28
542.65	Parking Facilities	566.00
542.66	Snow and Ice Control	3,433.20
542.67	Street Cleaning	2,317.83
542.70	Roadside	21,708.67
542.80	Ancillary Operations	
542.90	Maintenance Administration and Overhead	280,922.80
542.92	Safety & Training	
	Total Maintenance	515,243.97
543.00	General Administration	
543.10	Management	
543.30	General Services	48,636.81
543.50	Facilities	
543.60	Training	
543.70	Miscellaneous	
543.10	Environmental Preservation	
543.50	Soil & Water Conservation	
	Total General Administration	48,636.81
544.00	Operations	
544.20	Engineering	
544.40	Planning	
544.70	Miscellaneous	
544.90	Operations Administration and Overhead	
	Total Operations	
	Other Street-Related Expenditures	
521.70	Traffic Policing	696,254.84
545.00	Extraordinary Operations	
594.00	Capital Expenditures	
594.42	Construction of Facilities	
519.70	Other Jobbing and Contract Work	
573.9X	Other Community Activities	
598.00	Other Street-Related Expenditures	
598.00.N1	NHS - System Enhancement and Operation	
511.30.49	Official Publication Services	
580.00	interfund loan	
581.10	Interfund Loans Issued	
389.00	Other non-expenditures	
589.00	Other Non-Expenditures	
519.73	Roadway	
518.20	Property Mngt Services	
586.00	Taxes & Operating Assessments	
	Total Other Street-Related Expenditures	696,254.84
	Debt Service Expenditures (Road Related Only)	

591.00	Redemptions - GO Bonds	
591.00	Redemptions - LID/RID Bonds	
591.00	Redemptions - Other Long-Term Debt	5,911.32
592.00	Interest and Other Debt Service Costs	1,233.65
	Total Debt Service Expenditures (Road Related Only)	7,144.97
	Additional Entries Affecting Fund Balance	
597.00	Operating Transfers Out (Specify)	
	Total Additional Entries Affecting Fund Balance	
Total Expenditures and Other Source of Financing		1,408,930.33

C. Summary of Street/Road Related Fund Activity for Reporting Year 2014

102	Street Fund	520,003.37	489,077.67
103	Transportation Benefit District	87,967.72	93,318.10
110	Arterial Street Fund	684.89	0.00
152	Infrastructure Deve Reserve	2,703.08	0.00
234	LID 10-23	3,593.26	679.85
302	Old Inland Empire Highway Improvement	79,704.36	115,279.45
303	7th Street ADA Improvements	3.30	0.00
304	OIE Phase 2	23.62	14,320.42
001	General Fund	857,153.32	696,254.84
		1,551,836.92	1,408,930.33

D. Status of Long-Term Debt (street/Road Related Debt Only, Go Bonds, Long-Term loans, etc.)

Debt Type	Debt Type	Debt Type	Debt Type	Debt Type	Debt Type	Debt Type
Is it a LID?	Debt Type	Debt Type	Debt Type	Debt Type	Debt Type	Debt Type
Is it a LID?	Debt Type	Debt Type	Debt Type	Debt Type	Debt Type	Debt Type
False	LID	Street / Road related	24,721.86	0.00	0.00	24,721.86
False	LT	Street / Road related	54,826.52	0.00	5,911.32	48,915.20
			79,548.38	0.00	5,911.32	73,637.06

Street Inventory Report End of Calendar year

| Centerline Miles |
|------------------|------------------|------------------|------------------|------------------|
| Centerline Miles |
| Centerline Miles | 16.00 | | | 16.00 |

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consider a Resolution Providing for Officials Who are Authorized to Sign Warrants for Payments, Checks, Drafts, Notes, and Other Payables		Meeting Date: April 14, 2015 Regular Meeting	
Department: Administration	Director: Paul Warden	Contact Person: Toni Yost	Phone Number: (509) 786-2332
Cost of Proposal: \$0		Account Number:	
Amount Budgeted: \$0		Name and Fund#	
Reviewed by Finance Department: <i>Tyost</i>			
Attachments to Agenda Packet Item: 1. Resolution 15-_____			
Summary Statement: As a result of the some recent staffing changes, the City is required to change its signature card at the bank to allow these officials to sign warrants for payments, checks, drafts, notes, and other payables.			
Consistent with or Comparison to: EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion: Adopt Resolution No. 15-_____ which provides for officials to sign warrants for payments, checks, drafts, notes, and other payables.			
Reviewed by Department Director: <i>Paul Warden</i> Date: 4-10-15	Reviewed by City Attorney:  Date: 4/10/15	Approved by Mayor: <i>Paul Warden</i> Date: 4-10-15	
Today's Date: April 9, 2015	Revision Number/Date:	File Name and Path:	

**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 15-_____**

A RESOLUTION APPROVING AMERICANWEST BANK AS THE OFFICIAL DEPOSITORY FOR FUNDS OF THE CITY OF PROSSER, PROVIDING FOR OFFICIALS, OFFICERS, OR EMPLOYEES WHO ARE AUTHORIZED TO SIGN ON CHECKS AND WARRANTS FOR PAYMENTS, THAT SUCH PERSONS ARE AUTHORIZED TO ENDORSE CHECKS, DRAFTS, NOTES AND OTHER ITEMS PAYABLE TO OR OWNED BY THE CITY, AND AUTHORIZING THE NAMED PERSONS TO EXECUTE SUCH OTHER AGREEMENTS AS MAY BE NECESSARY AND PROVIDING SUCH NAMED PERSONS SHALL CONTINUE TO HAVE AUTHORITY TO SIGN AND SO ACT UNTIL THIS RESOLUTION IS AMENDED OR REPLACED.

WHEREAS, the City previously selected AmericanWest Bank (formerly Home Security Bank) as its official depository for its accounts, and

WHEREAS, Tonelle Yost was appointed by the Mayor and Confirmed by the City Council on April 7, 2015 as the Finance Director for the City of Prosser; and

WHEREAS, AmericanWest Bank will not issue new signature cards without the passage of this Resolution; and

WHEREAS, Prosser Municipal Code Section 2.01.050 provides for persons authorized by Resolution of the City Council to sign checks or warrants and it is necessary to have a new signature cards, and

NOW THEREFORE; BE IT RESOLVED, by the City Council of the City of Prosser that AmericanWest Bank at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of the City of Prosser, which may be withdrawn on checks, drafts, advices of debt, notes or other orders for the payments of monies bearing the following appropriate number of signatures: Any two of the following four officials whose names, titles and signatures are shown below (hereafter agents):

Agents:

PAUL WARDEN, MAYOR

STEVEN W. BECKEN, COUNCIL
POSITION 6

RANDY TAYLOR, MAYOR PRO-TEM

TONELLE YOST, FINANCE DIRECTOR

AmericanWest Bank shall be and is authorized to honor and pay checks, drafts, advices of debt, notes or other orders for the payments of monies bearing the above signatures whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that AmericanWest Bank is hereby directed to accept and pay without further inquiry any item drawn against any of the City of Prosser's accounts with AmericanWest Bank bearing the signatures of Agents as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and AmericanWest Bank shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that any one of the Agents is authorized to endorse all checks, drafts, notes, and other items payable to or owned by the City of Prosser for deposit with AmericanWest Bank, or for collection or discount by AmericanWest Bank, and to accept drafts and other items payable at AmericanWest Bank.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that any two of the agents, above named, are authorized and empowered with their signatures to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the City of Prosser may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these Resolutions. The other agreements and other acts may not be contrary to the provision contained in this Resolution.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by AmericanWest Bank at each location where an account is maintained. AmericanWest Bank shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the provisions of this Resolution are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this Resolution or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this Resolution shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

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

PAUL WARDEN, MAYOR

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:



HOWARD SAXTON, CITY ATTORNEY

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Consideration of a Resolution Surplusing City of Prosser Property.		<u>Meeting Date:</u> April 14, 2015 Regular Meeting	
<u>Department:</u> Police Department	<u>Director:</u> Chief Dave Giles	<u>Contact Person:</u> Officer Will Spurgeon	<u>Phone Number:</u> (509) 786-1500
<u>Cost of Proposal:</u> N/A		<u>Account Number:</u> N/A	
<u>Amount Budgeted:</u> N/A		<u>Name and Fund#:</u> N/A	
<u>Reviewed by Finance Department:</u> <p align="center"><i>Tyler</i></p>			
<u>Attachments to Agenda Packet Item:</u> 1. Surplus Property Resolution. (1 page) 2. Exhibit "A" (list of items to surplus). (1 page)			
<u>Summary Statement:</u> The Resolution declares surplus certain property which has been used by the City of Prosser and which occupies space which it desires to more efficiently use. The Resolution directs the Mayor to sell the assets if the cost of sale is less than the value of the property and authorizes him to dispose of the property otherwise. Patrol vehicle 071 has been replaced. The condition of this vehicle is such that major mechanical repairs, decal and paint work would cost more than the value of the vehicle. Blue Book value on this vehicle, based on its respective conditions, would be less than \$1,500. Vehicle 071 will be exchanged for transmission repair services with Hi-Way Auto Wrecking for vehicle 091. This resolution is consistent with prior action of the Council with regard to former City property.			
<u>Consistent with or Comparison to:</u> EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<u>Recommended City Council Action/Suggested Motion:</u> Adopt Resolution Number 15-_____ Surplusing City of Prosser property as described in Exhibit "A".			

<u>Reviewed by Department Director:</u>  Date: 4/9/15	<u>Reviewed by City Attorney:</u>  Date: 4/9/15	<u>Approved by Mayor:</u>  Date: 4-10-15
<u>Today's Date:</u> April 8, 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
DECLARING CERTAIN PROPERTY OF THE CITY OF PROSSER TO BE
SURPLUS AND AUTHORIZING THE DISPOSAL OF SAID PROPERTY**

WHEREAS, the City of Prosser has accumulated certain items of personal property which items are listed on the attached exhibit "A", which items are no longer needed by the City of Prosser, and

WHEREAS, The City Council of the City of Prosser believes that such property is surplus to the needs of the City and disposal of such property is for the common benefit,

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

1. That the property listed on the attached Exhibit "A" is hereby declared surplus to the needs of the City of Prosser;
2. That it is deemed to be for the common benefit of the Citizens of the City of Prosser to dispose of such surplus property; and
3. That the Mayor or his/her designee is authorized to dispose of the items listed on Exhibit "A" in a commercially reasonable manner which will be in the best interest of the City of Prosser, including but not limited to negotiation by private sale, barter for goods or services of equal value which do not require a bid to purchase, auction or if the cost of sale exceeds the value of the property by disposal or donation to a charitable organization.

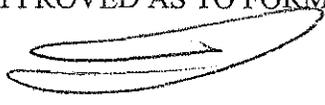
ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this _____ day of April, 2015.

MAYOR, PAUL WARDEN

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM



HOWARD SAXTON, CITY ATTORNEY

ATTACHMENT "A"

1. Vehicle 071, 2007 Ford Crown Victoria, VIN# 2FAFP71W67X156451

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of a Resolution Approving an Intergovernmental Cooperative Purchasing/Procurement Agreement with King County Director's Association (KCDA).		Meeting Date: April 14, 2015 Regular Meeting	
Department: Administration	Director: Mayor Warden	Contact Person: Toni Yost	Phone Number: (509) 786-2332
Cost of Proposal: \$0		Account Number: Various	
Amount Budgeted: \$0		Name and Fund# All Funds	
Reviewed by Finance Department: Compliant with State purchasing requirement and the City of Prosser's Purchasing Policy. <i>Tyost</i>			
Attachments to Agenda Packet Item: 1. Resolution 15-_____ 2. Intergovernmental Cooperative Purchasing/Procurement Agreement			
Summary Statement: King County Director's Association (KCDA) provides a centralized procurement service to member school districts and other public agencies. KCDA saves money by purchasing in volume and as a result is able to pass some of those savings onto it's membership. Membership is free and agencies are not required to maintain certain purchasing levels. By approving the attached agreement, the City will have access to the contracts managed by KCDA, and potentially provide for cost savings on projects and supplies.			
Consistent with or Comparison to: EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion: Adopt Resolution 15-_____ approving an Intergovernmental Cooperative Purchasing/ Procurement Agreement with King County Director's Association and Authorize the Mayor to Sign the Agreement.			
Reviewed by Department Director: <i>Paul Warden</i> Date: 4-10-15	Reviewed by City Attorney: <i>[Signature]</i> Date: 4/8/15	Approved by Mayor: <i>Paul Warden</i> Date: 4-10-15	

CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 15-_____

**A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE CITY OF PROSSER AND KING COUNTY
DIRECTORS ASSOCIATION (KCDA).**

WHEREAS, King County Directors Association (KCDA) operates a centralized procurement service for school districts and other public agencies; and

WHEREAS, RCW 39.34 authorizes public agencies to contract with other public agencies via interlocal agreement that enable cooperative purchasing; and

WHEREAS, the City of Prosser would like to contract with KCDA to gain access to their contract rosters and benefit from the cost savings found in these contracts; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Prosser that the City of Prosser hereby enters into the Intergovernmental Cooperative Purchasing/Procurement Agreement with KCDA as is attached hereto and incorporated herein by reference; and

BE IT FURTHER RESOLVED, by the City Council of the City of Prosser that the Mayor of the City of Prosser is hereby authorized to sign all documents necessary and related to the execution of said contract.

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

**WASHINGTON ASSOCIATE MEMBERSHIP
AGREEMENT – PUBLIC AGENCIES
(Intergovernmental Cooperative
Purchasing/Procurement Agreement)**

PURSUANT TO CHAPTER 39.34 RCW and to other provisions of law, the King County Directors' Association, hereinafter called "KCDA", and the following named public agency of the State of Washington, _____, hereinafter called "the public agency", hereby agree to cooperative Governmental purchasing and procurement upon the following terms and conditions:

1. KCDA, in contracting for the purchase of merchandise, supplies and equipment (hereinafter referred to as "goods") and procurement of services for the member public school districts, agrees to contract also on behalf of the public agency, to the extent permitted by law and agreed upon by the parties.
2. KCDA will contract for the purchase of goods and procurement of services according to the laws and regulations governing purchases by and on behalf of the public school system of the State of Washington. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases or procurement by or on behalf of the public agency in question.
3. The public agency reserves the right to contract independently for the purchase or procurement of any particular class of goods or services, with or without notice to KCDA.
4. KCDA reserves the right to exclude the undersigned public agency, or any class containing the undersigned public agency, from any particular purchasing or service contract, with or without notice to the public agency.
5. The public agency agrees to pay for goods and services as billed by KCDA upon completion of transfer of goods or performance of services per normal terms as established by KCDA, unless otherwise provided in the contract governing such purchase or service. Any additional expense incurred by KCDA in regard to any transaction for the public agency shall be paid by the public agency.
6. This agreement will be filed with the county auditor or listed by subject on a public agency's website prior to its entry into force. Following such filing and/or posting, it shall continue in force in perpetuity, except that either party may cancel this agreement on thirty (30) day written notice.

7. Contacts:

A. Public Agency: City of Prosser
Name of Individual: Toni Yost
Phone: (509) 786-2332 Fax (509) 786-3717

B. KCDA (425) 251-8115
18639 80th Ave. S. (98032) 1-800-422-5019
P.O. Box 5550 Fax (253) 395-5402
Kent, WA 98064-5550 E-Mail www.kcda.org

Date: _____ Loc. Code Tax: 0303

Agency Name: City of Prosser

Physical Address: 1001 7th Street
Prosser WA 99350

Printed Name: _____

Signature: _____

Title: _____

Telephone Number: _____

Fax Number: _____

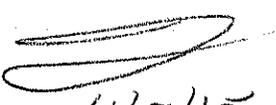
E-Mail Address: _____

KCDA Executive Director

Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Consideration of an Agreement with Prosser Piranhas Swim Team regarding the use of the Prosser Aquatic Center.		<u>Meeting Date:</u> April 14, 2015 Regular Meeting	
<u>Department:</u> Administration	<u>Director:</u> Paul Warden	<u>Contact Person:</u> Paul Warden	<u>Phone Number:</u> (509) 786-2332
<u>Cost of Proposal:</u> \$0		<u>Account Number:</u>	
<u>Amount Budgeted:</u> \$0		<u>Name and Fund#</u>	
<u>Reviewed by Finance Department:</u> Tyost			
<u>Attachments to Agenda Packet Item:</u> 1. Resolution 15-_____ 2. Agreement			
<u>Summary Statement:</u> For several years the Prosser Swim Team has utilized the Prosser Swimming Pool for its practices and swim meets. The proposed agreement outlines the responsibilities of both the Swim Team and the City of Prosser. This agreement has been approved by the swim team board.			
<u>Consistent with or Comparison to:</u> EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<u>Recommended City Council Action/Suggested Motion:</u> Adopt Resolution No. 15-_____ Approving an Agreement Between the City of Prosser and the Prosser Piranhas Swim Team.			
<u>Reviewed by Department Director:</u> Paul Warden	<u>Reviewed by City Attorney:</u> 	<u>Approved by Mayor:</u> Paul Warden	
Date: 4-10-15	Date: 4/8/15	Date: 4-10-15	
<u>Today's Date:</u> April 8, 2015	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>	

**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 15-_____**

**A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE CITY OF PROSSER AND THE PROSSER
SWIM TEAM.**

WHEREAS, the City of Prosser owns and operates an aquatic center located at E.J. Miller Park; and

WHEREAS, it is appropriate that an agreement be entered into delineating the rights and responsibilities of both the City of Prosser and the Prosser Swim Team relative to the use of the Prosser Aquatics Center;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Prosser that the City of Prosser hereby enters into the agreement with the Prosser Swim Team as is attached hereto and incorporated herein by reference; and

BE IT FURTHER RESOLVED, by the City Council of the City of Prosser that the Mayor of the City of Prosser is hereby authorized to sign all documents necessary and related to the execution of said contract.

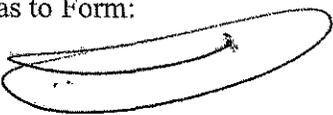
Adopted by the City Council of the City of Prosser and approved by the Mayor of the City of Prosser this _____ day of _____, 2015.

PAUL WARDEN, MAYOR

Attest:

RACHEL SHAW, CITY CLERK

Approved as to Form:



HOWARD SAXTON, CITY ATTORNEY

AGREEMENT

This agreement is made and entered into by and between the City of Prosser, a Municipal Corporation located in Prosser Washington, hereinafter referred to as First Party, and the Prosser Swim Team, a Washington nonprofit corporation and a member of the Mid Valley Swim League, and a member of the Amateur Athletic Union of the U. S. Inc., a Non-Profit Corporation, hereinafter referred to as Second Party, this _____ day of _____, 2015;

Whereas, the City of Prosser owns and operates an Aquatic Center located at E.J. Miller Park; and

Whereas, the parties desire to enter into an agreement setting forth the rights and responsibilities of each party;

Now, therefore, in consideration of the mutual terms and conditions contained herein, the First Party and Second Party agree as follows:

1. First Party agrees to allow Second Party the use of the lap pool at First Party's Aquatic Center, located at E. J. Miller Park, and Second Party agrees to use the lap pool at First Party's Aquatic Center, in accordance with the terms and conditions contained in this agreement.
2. Second Party may use the aquatic center lap pool for practices and swim meets commencing on Friday, June 5, 2015 and terminating on _____ 2016, provided that the City does not encounter issues in opening its facility for any reason. All practices will take place between 7:00 a.m. and 9:30 a.m., Monday through Friday in the lap pool at the Aquatic Center. Second Party agrees to be out of the lap pool by 9:30 a.m., Monday through Friday to allow the City to operate other scheduled programs. Second Party may, at the sole discretion of First Party, use the lap pool on a non-scheduled day or at a time, other than the above listed schedule, for practice, provided Second Party submits a written request to First Party's aquatics manager at least five (5) business days prior to the date the non-scheduled practice is proposed to take place. (Business days are considered the hours City Hall is normally in operation.) The proposed change is not guaranteed since it may affect First Party's other programs. First Party's aquatics manager will respond to Second Party's request within two (2) business days, in writing, with an acceptance or denial of the proposed change. Second Party will allow members of the public to join First Party during their practice from 7:00 a.m. to 8:30 a.m. for lap swimming purposes. If Second Party is not conducting lap swim during practice, Second Party will make a minimum of two (2) lanes available to the public for lap swimming purposes.
3. Second Party may use the lap pool for the home swim team meets or swim clinics from 5:30 PM to 11:00 PM, unless otherwise indicated, on the following dates:

June 16, 2015	July 9, 2015
June 23, 2015	July 16, 2015
June 30, 2015	July 23, 2016

The Mayor of First Party and the President of Second Party are hereby authorized to sign a memorandum of understanding setting forth the dates for the home swim team meets or swim clinics for the 2016 term of this agreement.

Additionally, the Second Party is permitted to enter the premises thirty (30) minutes prior to swim clinics or swim team meets for the purposes of setting up tables or general preparation. During this preparation time, the Second Party will not have access to the pool itself until the scheduled session time.

4. Second Party may have sole use of the lap pool and pavilions in the lap pool area for Second Party's "End of the Year" banquet on _____, 2015 from 6:00 p.m. to 10:00 p.m. Second Party may also have sole use of the entire aquatic center for said banquet on a future date as determined below for the 2016 "End of the Year" banquet from 8:00 p.m. to 10:00 p.m. The Mayor of First Party and the President of Second Party are hereby authorized to sign a memorandum of understanding setting forth the dates for the 2016 "End of the Year" banquet and use of the lap pool and pavilions in the pool area for the 2016 term of this agreement.

5. Second Party may have sole use of the Prosser Aquatic Center including but not limited to the lap pool, recreation pool, and pavilions for the Second Party's Regional Swim Team Championship Tournament on July 31, 2015 through August 2, 2015. The Mayor of the First Party and President of the Second Party are hereby authorized to sign a memorandum of understanding outlining use of the aquatic center, staff, and other event logistics if necessary. Additionally, the Second Party may have sole use of the EJ Miller Park grounds including but not limited to the pavilion, parking areas, grassy areas, and restrooms during this event.

6. First Party will schedule lifeguards for all swim team functions. A minimum of two (2) lifeguards will be scheduled for swim team practices, and one (1) lifeguard and one (1) assistant manager will be scheduled for all home swim team meets. Second Party hereby acknowledges that lifeguards are employees of First Party and to that extent they shall have full decision-making authority pertaining to any situation that may arise during a swim team function. Swimmers are not allowed to enter the water until a lifeguard is on deck, and no person who is a lifeguard and swim team member may guard at swim team practices, swim team meets, or any other swim team event.

7. Second Party's shall clean up after all swim team practices and meets. If First Party is required to clean up after a practice or meet, Second Party agrees to pay First Party for the cost to clean up the facility. Second Party agrees to pay First Party \$25 per hour for every lifeguard required to clean up after a swim team practice or meet.

8. Second Party shall provide insurance in accordance with the certificate of insurance attached hereto as exhibit "A" and incorporated herein as if fully set forth. Second Party hereby swears under penalty of perjury that Second Party is entitled to insurance coverage as member club of the listed insured on exhibit "A". Second Party agrees to maintain the insurance coverage as provided on exhibit "A" during the term of this agreement. Second Party agrees to conduct no activities at the First Party's aquatic center for which insurance coverage is not provided for by the certificate of insurance attached hereto.

9. Second Party shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims,

demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, or in connection with, or incident to this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provisions shall be valid and enforceable only to the extent of the negligence of Second Party; and provided further, that nothing herein shall require Second Party to hold harmless or defend the City, its agents, employees, and/or officers for damages or loss caused by the City's sole negligence. Second Party expressly agrees that the indemnification provided herein constitutes Second Party's waiver of immunity under Title 51 R.C.W., for the purposes of this Agreement. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

10. In lieu of paying rental fees for the use of the aquatic center, Second Party shall require all of its swim team members to purchase a swim team member pass at the cost of twenty-five dollars (\$25).

The team roster must be given to the aquatics manager and the Finance Director prior to the first swim team practice. An updated roster must be given to the aquatics manager and the Finance Director every week thereafter, if the roster has changed. If it is determined that a member has not purchased a swim team member pass, then he or she will not be allowed to practice or compete until he or she purchases a swim team member pass.

11. Second Party will follow all posted rules, and agrees to follow these additional rules:

When the bathhouse is being used by the swim team, a responsible adult's supervision is necessary.

Parents not actively participating as supervisors during practices are only allowed in designated areas on the deck to help keep emergency response traffic flow available.

Second Party will ensure the swim team is maintaining cleanliness when such facilities are in use by Second Party.

12. Second Party shall not allow food on the pool deck except in designated areas. Second Party shall not allow food in the bathhouse at any time.

13. Second Party agrees to provide First Party with a list of board member names, mailing addresses, and home and cell phone numbers before Second Party's first practice session. Second Party acknowledges that all such information shall be considered public and must be released by First Party pursuant to a records request.

14. This agreement shall terminate on _____, 2016.

15. The First Party and Second Party intend that an independent contractual relationship be created by this agreement. The Second Party is not considered to be an employee of the First Party for any purpose and neither the Second Party nor any employee or volunteer of Second Party shall be entitled to any of the benefits the First Party provides for the First Party's

employees, including, but not limited to, health insurance, sick or annual leave, or workers compensation. The Second Party specifically represents and stipulates that the Second Party is engaged in the business of providing swim club services to its members, whether or not for profit and that the Second Party is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business. The terms of this agreement are not intended to create any duties, obligations or liabilities to any third parties. Neither party intends this agreement to create any third-party beneficiaries to this agreement.

16. If the Second Party defaults or fails to comply with the terms and conditions of this agreement, the First Party may, in its sole discretion, suspend or terminate this agreement. In the event that the First Party elects to suspend or terminate pursuant to this section, then the First Party shall provide written notice describing, in detail, the reasons for the suspension or termination of this agreement. Such notice shall be provided 10 business days before the effective date of the suspension or termination to Second Party. In the event that Second Party cures its default under this agreement or otherwise satisfies the First Party that the reasons for suspension or termination no longer exist, then the First Party may, in its sole discretion, withdraw the suspension or termination notice and the agreement shall continue in accordance with its terms. The Finance Director is authorized to represent the First Party and make all decisions necessary to enforce this paragraph.

17. The First Party and Second Party may, agree from time to time, to change or modify this agreement. Any such change, amendment or modification shall be in writing and signed by all parties.

18. The Second Party shall not assign any interest on this agreement and shall not transfer any interest on the Agreement without prior written consent of the City.

19. The Second Party shall comply with all applicable laws, ordinances, and codes of the state and local government.

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

21. General: The First Party and Second Party further agree:

A. The Second Party is not an agent of the First Party and does not have authority to bind the First Party to any fiscal or contractual obligation, except as specifically set forth in this agreement.

B. This agreement contains all terms and conditions agreed by the parties.

C. WAIVER. Failure by either party at any time to require performance by the other of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall waiver by him of any breach hereof be held to be a waiver of any succeeding breach, nor a waiver of this non-waiver clause.

D. BINDING EFFECT. The covenants, terms and conditions of this agreement shall extend to, be binding upon and inure to the benefit of the parties and to their successors and assigns, provided consent to an assignment is agreed to by First Party.

E. ASSIGNMENT. Nothing contained in this agreement shall be construed to permit the assignment by Second Party of any right or obligations hereunder, and such assignment is expressly prohibited without the prior written approval of City.

F. INTERPRETATION. This Agreement shall be interpreted according to, and enforced under, the Laws of the State of Washington. Venue for any legal action under this Agreement shall be in Benton County, State of Washington.

G. NUMBER, GENDER AND CAPTION. In construing this agreement, it is understood that if the context so requires, the singular shall include the plural and the plural the singular. The masculine and neuter shall include the masculine, feminine and neuter as the context requires. All captions used herein are intended solely for convenience for reference, shall in no way limit any provision(s) of this Agreement and are not to be considered in the interpretation of its terms.

H. CONFLICT OF PROVISIONS. In case of conflict, the more specific provision of this Agreement shall control.

I. TIME. Time is of the essence of this Agreement.

J. ENTIRE AGREEMENT. This document is the entire, final and complete Agreement of the parties pertaining to the engagement of Contractor for professional services and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties insofar as the engagement hereinabove described is concerned.

K. DUPLICATE ORIGINALS. At the time of signing this Agreement, the parties acknowledged that two (2) copies were signed and each shall be treated as a duplicate original.

L. NON-DISCRIMINATION. Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, sexual orientation as defined in RCW 49.60.040, or the presence of any sensory, mental or physical handicap in violation of any applicable federal or state law or regulation and each party agrees to be an Equal Opportunity Employer.

M. AUTHORITY. The undersigned hereby state that they have the authority to execute this document on behalf of the undersigned's entity.

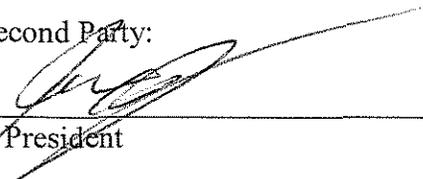
N. NOTICES. All notices, requests, demands and other communications required by or permitted under this agreement shall be reduced to writing and deemed to have been duly given when received by the party to whom directed: Provided however, that notice shall be deemed conclusively given at the time of its deposit when sent by Certified or Registered mail, Return Receipt Requested, at the address as set forth below, or such

other address as is hereafter designated by either party by written notice thereof to the other party.

First Party: City of Prosser
601 7th Street
Prosser, Washington 99350
Attn: City Clerk
(509)786-2332
(509)786-3717 (FAX)

Second Party: Prosser Swim Team
C/O _____
Address _____
Prosser, Washington
Cell Phone # _____

First Party:
By _____
Paul Warden, Mayor

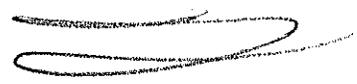
Second Party:
By 
Its President

Attest:

Rachel Shaw, City Clerk

By _____
Its Secretary

Approved as to Form:



Howard Saxton, City Attorney

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of Resolution Approving the Interlocal Agreement Regarding Solid Waste Management between the City of Prosser and Benton County (Lead Agency), and authorize the Mayor to sign the documents.		Meeting Date: April 14, 2015 Regular Meeting	
Department: Public Works	Director: L.J. Da Corsi	Contact Person: L.J. Da Corsi	Phone Number: (509) 786-7300
Cost of Proposal: N/A		Account Number:	
Amount Budgeted: N/A		Name and Fund#	
Reviewed by Finance Department: <p align="center"><i>Tyost</i></p>			
Attachments to Agenda Packet Item:			
<ol style="list-style-type: none"> 1. Resolution No. 15-_____ 2. Attachment "A" - Inter-Local Agreement Regarding Solid Waste Management Benton County (2015) 			
Summary Statement:			
<p>This Agreement addresses the City-County joint participation in the countywide Solid Waste Plan and joins public agencies to exercise their powers, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole. The parties of this agreement include Benton County as the Lead Agency, and the cities of Benton City, Kennewick, Richland, Prosser, and West Richland.</p> <p>RCW Chapter 70.95 and RCW chapter 70.105 require these participating agencies to prepare and implement a solid and hazardous waste plan, conduct a public review process to develop and review the Benton County Comprehensive Solid Waste Plan assuring the Plan fulfills their jurisdictional requirements under said RCW's. This is recognized as a cooperative effort to administer, plan, and implement the recommendations contained within the adopted Benton County Comprehensive Solid Waste Plan. The Lead Agency, Benton County, will manage, track and provide custody for this agreement.</p>			
Consistent with or Comparison to:			
Consistent with policies and procedures for Interlocal Cooperation Agreements between the City of Prosser and other governmental agencies such as Benton County.			

Recommended City Council Action/Suggested Motion:

Adopt Resolution No. 15-____ Approving the Interlocal Agreement Regarding Solid Waste Management between the City of Prosser and Benton County (Lead Agency), and authorize the Mayor to sign the documents.

<u>Reviewed by Department Director:</u>  Date: 4/10/15	<u>Reviewed by City Attorney:</u>  Date: 4/9/15	<u>Approved by Mayor:</u>  Date: 4-10-15
<u>Today's Date:</u> April 9, 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 APPROVING AN INTERLOCAL AGREEMENT REGARDING SOLID WASTE MANAGEMENT WITH BENTON COUNTY AND THE CITY OF PROSSER ADDRESSING CITY-COUNTY JOINT PARTICIPATION IN THE COUNTYWIDE SOLID WASTE PLAN AND JOINING PUBLIC AGENCIES TO EXERCISE THEIR POWERS THEREBY MAXIMIZING THEIR ABILITY TO PROVIDE SERVICES AND FACILITIES WHICH WILL BEST FULFILL THE NEEDS OF THE COMMUNITY AS A WHOLE IN ACCORDANCE WITH RCW CHAPTER 70.95 AND RCW CHAPTER 70.105.

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

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

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

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

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

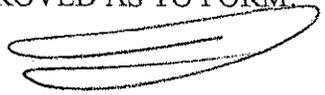
The City of Prosser, as a participating agency, approves the Interlocal Agreement Regarding Solid Waste Management Benton County, a copy of which is attached to this Resolution, and that the Mayor is authorized to execute the Agreement on behalf of the City.

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

MAYOR, PAUL WARDEN

ATTEST:

CITY CLERK, RACHEL SHAW

APPROVED AS TO FORM:


CITY ATTORNEY, HOWARD SAXTON

INTER-LOCAL AGREEMENT
REGARDING SOLID WASTE MANAGEMENT
BENTON COUNTY

This Agreement addresses City-County joint participation in the countywide Solid Waste Plan and joins public agencies to exercise their powers, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole, and is made and entered into effective the first day of January 2015, by and between Benton County, a political subdivision of the State of Washington, hereafter referred to as the Lead Agency, and the cities of Benton City, Kennewick, Richland, Prosser, and West Richland, political subdivisions of the State of Washington, and hereafter referred to as Participating Jurisdictions. The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the Parties, also referred to as the Solid Waste Advisory Committee (SWAC).

I. RECITALS

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

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

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

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

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

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

II. AGREEMENTS

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

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

A. AUTHORITIES

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

B. PURPOSE

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

C. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

D. LOCAL ADOPTION OF PLAN

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

E. PLAN IMPLEMENTATION

Interlocal Agreement – 2015
Benton County Solid Waste Management

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

F. BENTON COUNTY SOLID WASTE ADVISORY COMMITTEE

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

G. REGIONAL PLANNING AREA

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

H. ROUTINE OPERATING AGREEMENT IMPLEMENTATION

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

I. SOLID WASTE PROGRAM BUDGET

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

J. FAIR SHARE

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

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

K. DISBURSEMENT OF ASSETS AND DEBTS

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

L. DURATION

This Agreement shall commence on the date set forth above and will continue in effect for one (1) year to December 31, 2015, or until superseded by another Interlocal Agreement. As stipulated within RCW 70.95.110(1), each Plan shall be maintained in a current condition and reviewed and revised periodically as may be required by the WDoE. Upon each review such plans shall be extended to show long-range needs for solid waste handling facilities for twenty (20) years in the future, and a revised implementation schedule and implementation budget for six (6) years in the future.

M. REVIEW AND RENEGOTIATION

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

N. TERMINATION

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

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

O. WAIVER

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

P. ENTIRE AGREEMENT

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

Q. SEVERABILITY

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

FOR THE CITY OF BENTON CITY, WASHINGTON.

Lloyd Carnahan, Mayor

Date

Attest:

Stephanie Haug, CMC, City Clerk/Treasurer

Date

Approved as to Form:

Lee Kerr, City Attorney

Date

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

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

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

FOR THE CITY OF KENNEWICK, WASHINGTON.

Steve C. Young, Mayor

Date

Attest:

Linda C. Spier, Deputy City Clerk

Date

Approved as to Form:

Lisa Beaton, City Attorney

Date

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

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

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

FOR THE CITY OF PROSSER, WASHINGTON.

Paul Warden, Mayor

Date

Attest:

Rachel Shaw, City Clerk

Date

Approved as to Form:



Howard Saxton, City Attorney

Date

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

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

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

FOR THE CITY OF RICHLAND, WASHINGTON.

Cindy Johnson , City Manager

Date

Attest:

Marsha Hopkins , City Clerk

Date

Approved as to Form:

Thomas O. Lampson, City Attorney

Date

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

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

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

FOR THE CITY OF WEST RICHLAND, WASHINGTON.

Brent Gerry, City Mayor

Date

Attest:

Julie Richardson, City Clerk

Date

Approved as to Form:

Bronson Brown, City Attorney

Date

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

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

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

FOR BENTON COUNTY, WASHINGTON.

James Beaver, Chairman
Board of County Commissioners

Date

Attest:

Clerk of the Board

Date

Approved as to Form:

Deputy Prosecuting Attorney

Date

I certify that on this _____ day of _____, _____, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James Beaver, to me known to be the Chairman of the Board of Commissioners for Benton County, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of Benton County.

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

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

**CITY OF PROSSER, WASHINGTON
601 7TH STREET
CITY COUNCIL CHAMBERS
CITY COUNCIL REGULAR MEETING
TUESDAY, JANUARY 27, 2015**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

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

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

CITIZEN PARTICIPATION (None)

MAYOR AND COUNCIL REPORTS AND COMMENTS

Council Member Aubrey reported he recently attended the Annual Community Awards Banquet hosted by the Chamber of Commerce at the Walter Clore Wine and Culinary Center and said it was a great, well attended event.

Mayor Warden asked for Council's consent for the City Attorney to attend a Shorelines training with City Planner Zetz. Council unanimously agreed.

Benton County Historical Museum Project Update

Alys Means, Museum Curator, along with LaRoy Gant, Museum Architect, presented Council an update on the proposed Benton County Historical Museum remodel project. Mrs. Means stated the purpose of approaching the City with the project was to inquire if the City would allow the Museum to move forward with the design phase of the project since the existing building sits on City property at the City Park. The Benton County Historical Museum did not want to move too far along with the project without first getting consent from Council. As currently proposed the new building would still sit on City property however the footprint of the new building is larger than the existing building and they would like to construct an off street parking lot. Mr. Gant provided Council a handout and discussed the status of the preliminary stage of the project.

Council expressed their concern with the loss of park space that could potentially impact annual City events that are hosted at the City Park if the proposed building was any larger than the existing building. Additionally Council expressed their concern with the location of the proposed parking lot. As designed the exit and entrance points to the parking lot could create a line of sight issue that would need to be addressed.

Mr. Gant explained the reasoning for the design and thanked Council for their comments and input. He further stated that he would work with City staff to obtain information on City events and calculate the total impact to the park space along with a new design concept for the parking lot back to Council at a future meeting for Council's consideration.

Council agreed overall they approved of the concept and were excited about the project however their concerns need to be addressed.

Mayor Warden and Council thanked the Museum Board and encouraged a future presentation.

Police Department 4th Quarter Report

Police Chief Giles reviewed the 4th Quarter Police Department Report and discussed the highlights over the quarter.

ADD ON ITEM

Mayor Warden introduced an add-on item to the agenda related to the Drug Free Communities Grant Application and stated it it was a time sensitive item for Council's consideration.

A motion was made by Council Member Taylor, seconded by Council Member Elder to approve the Mayor or his designee to negotiate the terms of and sign document(s) to include intent to act as fiscal agent for Drug Free Communities Grant application. Motion passed 7 YES, 0 NO, 0 ABSENT.

CONSENT AGENDA

A motion was made by Council Member Taylor, seconded by Council Member Everett to approve Consent Agenda Items "A – G." Motion passed 7 YES, 0 NO, 0 ABSENT.

- a) Approve Payment of Payroll Check Nos. 600296 through 600299 in the amount of \$3,108.08 and Direct Deposits in the Amount of \$14,783.40 for the Period Ending January 15, 2015
- b) Approve Payment of Claim Checks Nos. 11815 through 11837 and 11840 through 11880, in the Amount of \$242,906.34 and Electronic Payments in the Amount of \$12,743.57, for the Period Ending January 27, 2015
- c) Approve Payment of Washington Trust Bank Claim check Nos. 1058 through 1060, in the Amount of \$215,553.17 for the Period Ending January 15, 2015
- d) Approve Progress Bill No. 8 in the Amount of \$9,358.35 for Work Performed by HLA, Inc., through December 31, 2014, for Preliminary Engineering and Design on the Old Inland Empire Highway Improvements Project and Authorize the Mayor to Sign the Documents
- e) Approve Drinking Water State Revolving Fund (DWSRF) Invoice Voucher Request No. 11 in the Amount of \$12,079.09 for the Zone 2.5 Water supply Improvements Project and Authorize the Mayor to Sign the Documents

- f) Adopt Resolution 15-1474 Surplusing City of Prosser Property
- g) Approve January 6, 2015 Meeting Minutes

COUNCIL ACTION

APPROVAL OF CLAIM CHECK

Council Member Hamilton recused himself due to a conflict of interest. A motion was made by Council Member Everett, seconded by Council Member Taylor to approve payment of claim check nos. 11838 through 11839 in the amount of \$7,921.20 for the period ending January 27, 2015. Motion passed 6 YES, 0 NO, 0 ABSENT, 1 ABSENTION (Hamilton).

APPROVAL OF INTERAGENCY AMENDMENT NO. 1 WITH STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES AND THE CITY OF PROSSER

A motion was made by Council Member Everett, seconded by Council Member Ward to approve Interagency Amendment No. 1, to the approved Interagency Agreement between the State of Washington Department of Enterprise Services and the City of Prosser, and authorize the Mayor to sign the documents. Motion passed 7 YES, 0 NO, 0 ABSENT.

APPROVAL OF DEPARTMENT OF ENTERPRISE SERVICES AUTHORIZATION NO. 2015-056 A (1)

A motion was made by Council Member Everett, seconded by Council Member Ward to approve Department of Enterprise Services Authorization No. 2015-056 A (1), approving of the appropriation of funds for the design and implementation of energy consideration measures, first year measurement and verification, and sales tax, and authorize the Mayor to sign the document. Motion passed 7 YES, 0 NO, 0 ABSENT.

APPROVAL OF DEPARTMENT OF ENTERPRISE SERVICES ESCO CONTRACT NO. 2015-056 G (1-1)

A motion was made by Council Member Everett, seconded by Council Member Ward approve of the appropriation of funds for Department of Enterprise Services ESCO Contract No. 2015-056 G (1-1), in the amount of \$647,086.85, and authorize the Mayor to sign the documents. Motion passed 7 YES, 0 NO, 0 ABSENT.

COUNCIL DISCUSSION

RV Parking Update

Council Member Hamilton inquired as to the status of the Recreational Vehicle Parking ordinance. Mayor Warden advised the ordinance will be presented to the Planning Commission for review and recommendation which will be brought back to Council for further discussion.

Loud Noise Ordinance

Council Member Aubrey inquired about the status of the Loud Noise Ordinance. Mayor Warden said he will schedule a meeting with the Port of Benton to discuss potentially partnership options.

Marijuana Related Issues

Council Member Ward expressed his concern with the retail marijuana store selling candy-like marijuana edibles and inquired whether or not the City had jurisdiction to ban sales. City Attorney Saxton advised the City had no authority to ban sales. There was discussion regarding State law that governs sales of edibles.

Council Packet Preferences

City Clerk Shaw advised she'd like to make some changes to how the Council agenda packet gets posted and inquired on Council's preferences related to their use of bookmarks and hyperlinks within the electronic version of the packet. Council unanimously agreed they used both bookmarks and hyperlinks and not to make any changes to the current arrangement.

ADJOURNMENT

There being no further business before the City Council at this time, the Regular Meeting of the Prosser City Council was adjourned at 8:13 p.m.

Mayor Paul Warden

Attest:

City Clerk Rachel Shaw

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve payment of claim Check no. 12155, 12260 and 12261 in the amount of \$98,081.35 for the period ending April 14, 2015		Meeting Date: April 14, 2015 Regular Meeting	
Department: Finance	Director: Toni Yost	Contact Person: Elia Lara	Phone Number: (509) 786-2332
Cost of Proposal: \$69,081.35		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 # 12155, 12260 and 12261			
Summary Statement: Approve payment of claim check no. 12155, 12260 and 12261 in the amount of \$98,081.35 for the period ending April 14, 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. 12155, 12260 and 12261 in the amount of \$98,081.35 for the period ending April 14, 2015.			
Reviewed by Department Director: <i>Yost</i>	Reviewed by City Attorney: N/A	Approved by Mayor: <i>Paul Vander...</i>	
Date: 4/7/15	Date:	Date: 4-10-15	
Today's Date:	Revision Number/Date:	File Name and Path:	

CHECK REGISTER

City Of Prosser
MCAG #: 0205

03/31/2015 To: 03/31/2015

Time: 16:58:20 Date: 04/08/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1911	03/31/2015	Payroll	1	12155	Washington Teamsters Welfare	67,945.55	03/31/2015 To 03/31/2015 - WTWT
		001 General Fund				46,991.09	
		102 Street Fund				3,117.92	
		117 Employee Benefits Security				1,921.20	
		403 Water Fund				9,118.05	
		407 Sewer Fund				6,701.31	
		448 Garbage Fund				95.98	
						<u>67,945.55</u>	
						67,945.55 Payroll:	67,945.55

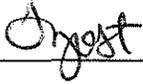
CHECK REGISTER

City Of Prosser
MCAG #: 0205

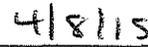
04/14/2015 To: 04/14/2015

Time: 16:25:45 Date: 04/08/2015
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2198	04/14/2015	Claims	1	12260	Leroy Scott Hamilton	34.40	Leoff 1 Reimbursement
					117 - 517 91 20 001 - Personnel Benefits	34.40	Leoff 1 Reimbursement
2199	04/14/2015	Claims	1	12261	Senior Health Insurance	1,101.40	Long Term Care Insurance
					117 - 517 91 20 001 - Personnel Benefits	1,101.40	Long Term Care Insurance
					117 Employee Benefits Security	1,135.80	
						<u>1,135.80</u>	Claims: 1,135.80
						1,135.80	



Signature

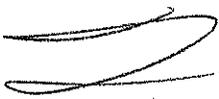


Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Approve Local Agency Supplemental Agreement to extend the completion date for the Old Inland Empire Highway Improvements STP Project and authorize the Mayor to sign the documents.		Meeting Date: April 14, 2015 Regular Meeting	
Department: Public Works	Director: L.J. Da Corsi	Contact Person: L.J. Da Corsi	Phone Number: (509) 786-2332
Cost of Proposal: \$284,700		Account Number:	
Amount Budgeted: \$284,700 (STPUS funding) \$ 38,567 (Local Match)		Name and Fund# #302	
Reviewed by Finance Department: <i>Tyost</i>			
Attachments to Agenda Packet Item: <ol style="list-style-type: none"> 1. Letter from HLA, RE: OIEH Improvements STPUS Supplemental Agreement Number 1, Dated March 23, 2015 2. WSDOT form 140-063 EF, Supplemental Agreement Number 1, completion date changed to 6/30/2017 			
Summary Statement: <p>The original agreement listed a completion date of June 30, 2015 for this project. However, due to the lack of construction funding the project is not eligible to complete the PE phase and obligate the Construction phase by June 30, 2015. Therefore, the completion date must be extended to avoid penalties. This supplemental agreement extends the completion date to June 30, 2017, because the earliest anticipated time that construction funding would be available from STP or TIB funds in the fall of 2016.</p>			
Recommended City Council Action/Suggested Motion: <p>Approve Local Agency Supplemental Agreement to extend the completion date for the Old Inland Empire Highway Improvements STP Project and authorize the Mayor to sign the documents.</p>			

<u>Reviewed by Department Director:</u>  Date: 4/10/15	<u>Reviewed by City Attorney:</u>  Date: 4/9/15	<u>Approved by Mayor:</u>  Date: 4-10-15
<u>Today's Date:</u> April 9, 2015	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>



HLA

Huibregtse, Louman Associates, Inc.

Civil Engineering ♦ Land Surveying ♦ Planning

* TRANSMITTAL *

Phone: 509-966-7000 / FAX: 509-965-3800
801 N. 39th Avenue, Yakima, WA 98902

Date: March 23, 2015

Project No.: 13093E

To: City of Prosser
601 Seventh Street
Prosser, WA 99350

Attention: L.J. DaCorsi
Public Works Director

RECEIVED
MAR 25 2015
CITY OF PROSSER

From: Dustin Posten, PE

Re: Old Inland Empire Highway Improvements
STPUS-B030(001)
Supplement Agreement Number 1

We are sending you the attached following items:

Two (2) original Local Agency Supplemental Agreements

Comment:

Attached for City consideration are two original Local Agency Supplemental Agreements to extend the completion date for the Old Inland Empire Highway Improvements STP project.

The original agreement listed a completion date of June 30, 2015. However, due to the lack of construction funding the project is not eligible to complete the PE phase and obligate the Construction phase by June 30. Therefore, the completion date must be extended to avoid penalties. The attached supplement will extend the completion date to June 30, 2017 because the earliest anticipated time that construction funding would be available from STP or TIB funds is in the fall of 2016. If you have questions regarding this completion date extension or the project in general, please contact us.

Should the Mayor sign the documents please retain one original for your records and return one original to HLA.

Copy to: _____ Signed: 



Supplemental Agreement Number <u>1</u>		Organization and Address Huibregtse, Louman Associates, Inc. 2803 River Road Yakima, WA 98902	
Original Agreement Number 13093E		Phone: (509) 966-7000	
Project Number STPUS-B030(001)	Execution Date 1/28/2014	Completion Date 6/30/2017	
Project Title Old Inland Empire Highway Improvements	New Maximum Amount Payable \$ 284,700.00		
Description of Work Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.			

The Local Agency of City of Prosser
desires to supplement the agreement entered into with Huibregtse, Louman Associates, Inc.
and executed on 1/28/2014 and identified as Agreement No. 13093E

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date shall be changed to 6/30/2017

III

Section V, PAYMENT, shall be amended as follows:

No change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Jeffrey T. Louman

By: Paul Warden, Mayor

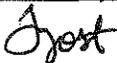

Consultant Signature

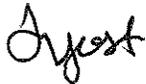
Approving Authority Signature

Date

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Review of an Ordinance Regarding the 2015 Budget.		<u>Meeting Date:</u> April 14, 2015 Regular Meeting	
<u>Department:</u> Finance	<u>Director:</u> Toni Yost	<u>Contact Person:</u> Toni Yost	<u>Phone Number:</u> (509) 786-2332
<u>Cost of Proposal:</u> \$920,648		<u>Account Number:</u> 595-60-(64)(41)	
<u>Amount Budgeted:</u> \$0		<u>Name and Fund#</u> General Fund Reserve (115) Small Projects Fund (105)	
<u>Reviewed by Finance Department:</u> 			
<u>Attachments to Agenda Packet Item:</u> 1. Ordinance 15-_____			
<u>Summary Statement:</u> As you are aware, recently the City was awarded funding from Washington State Department of Commerce and the State Treasurer's office to complete an Energy Efficiency Improvement Project. This project is anticipated to cost \$920,648 of which \$230,162 will be funded by a Department of Commerce grant and the remainder, approximately \$630,264, will be financed via a loan with the State Treasurer. In previous actions, the Council has approved the agreement for these financing options and now it is time to amend the 2015 budget to allow for this project. The attached budget amendment allows for the transfer of \$200,000 from the General Fund Reserve to the Small Projects Fund to provide the cash flow needed for the project. At project completion, which expected to be this summer, the \$200,000 will be transferred back to the General Fund Reserve.			
<u>Consistent with or Comparison to:</u> EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<u>Recommended City Council Action/Suggested Motion:</u> Adopt Ordinance No. 15 - _____ amending the 2015 Budget for fund 105, Small Projects Fund and for fund 115, General Fund Reserve.			

<u>Reviewed by Department Director:</u>  Date: 4/10/15	<u>Reviewed by City Attorney:</u>  Date: 3/30/15	<u>Approved by Mayor:</u>  Date: 4-10-15
<u>Today's Date:</u> March 30, 2015	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

**CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 15-_____**

AN ORDINANCE DECLARING AN EMERGENCY, CREATING THE ENERGY EFFICIENCY PROJECT FUND, AND ESTABLISHING A BUDGET FOR THIS PROJECT FUND; AND AMENDING THE 2015 BUDGET FOR THE GENERAL FUND RESERVE FUND (115) TO APPROPRIATE RESERVED CASH FOR EXPENDITURE. THE ORDINANCE AMENDS THE 2015 BUDGET FOR THE ABOVE FUNDS AT THE FUND LEVEL AND FINDS THAT THE THIS AMEMDMENT TO THE 2015 BUDGET IS IN THE BEST INTERST OF THE CITY. THE ORDINANCE ALSO AUTHORIZES THE FINANCE DIRECTOR TO MAKE ALL ADJUSTMENTS TO THE 2015 BUDGET NECESSARY TO ACCOMPLISH THE PURPOSE OF THIS ORDINANCE. THE ORDINANCE ALSO PROVIDES THAT THE SECTIONS ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, the City of Prosser recently was awarded funding from the Washington State Department of Commerce and Treasurer's Office to complete an Energy Efficiency Improvement Project; and

WHEREAS, the project is anticipated to cost \$920,648 of which \$230,162 will be funding by a Department of Commerce grant and the remainder, approximately \$630,264, will be financed via a loan with the Washington State Treasurer; and

WHEREAS, reserved cash in the amount of \$200,000 from the General Fund Reserve Fund (115) will be used to support the projects cashflow needs, but these funds will be returned to the Reserve Fund once the project is complete; and

WHEREAS, in order to properly account for project revenue and expenses, it is necessary to establish the Energy Efficiency Project Fund and establish a project budget for this project; and

WHEREAS, Resolution 15-1473 identified the General Fund Small Projects Fund as the associated project fund, but given the project scope and comingled utility improvements, it has been determined that a Capital Projects Fund would be more appropriate; and

WHERAS, this ordinance was presented to Council for consideration during the February 24, 2015 Regular Council Meeting and during the April 7, 2015, Work Session for their review; and

WHEREAS, pursuant to RCW 35A.33.090 , a public emergency exists which could not have been reasonably foreseen at the time of the filing of the 2015 Budget which requires the receipt and expenditure of money not provided for in the annual budget and is not one of the emergencies specifically enumerated in RCW 34A.33.080; and

WHEREAS, the facts constituting an emergency are enumerated as follows:

1. The adopted 2015 budget was an estimate of revenues and expenditures; and
2. The City was recently awarded project funding; and
3. Prudent fiscal management requires immediate amendment of the budget; and
4. It is in the best interest of the city of Prosser to amend the budget; and

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

Section 1. The 2015 Budget is hereby amended as follows:

Fund No.	Fund Name	Beginning Fund Balance	Revenue	Expense	Ending Fund Balance
305	Energy Efficiency Project				
	Adopted	\$0	\$0	\$0	\$0
	Adjustment	\$0	\$1,125,000	\$1,125,000	\$0
	Amendment Total	\$0	\$1,125,000	\$1,125,000	\$0
115	General Fund Reserve Fund				
	Adopted	\$233,916	\$6,500	\$0	\$240,416
	Adjustment	\$0	\$200,000	\$200,000	\$0
	Amendment Total	\$233,916	\$206,500	\$200,000	\$240,416

Section 2. The Finance Director is hereby authorized to make all adjustments to the City's Budget to accomplish the purposes of this Ordinance in accordance with RCW Chapter 35A.33.090.

Section 3. The Finance Director, or her designee, is authorized to make interfund loans from an appropriate City Fund to Fund 305, in the minimum amount necessary to cover any cash flow shortage in Fund 305. These loans shall be repaid as soon as funding is available to cover the cash flow shortage. All terms required by the State BARS manual shall be incorporated into the loan document, including interest, if required at the rate the city then is receiving as interest from its investments in the State Pool. The Finance Director and is authorized to dissolve the interfund loan at project completion.

Section 4. The Finance Director is hereby authorized to close this project fund following project completion.

Section 5. Section 3 of Resolution 15-1473 is hereby repealed and replaced with the following:

The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations identified in Resolution Number 15-1473 will be made from the Energy Efficiency Project Fund (305) in order to closely monitor and segregate revenues and expenditures associated with the project.

Section 6. An emergency is declared to exist and the recitals set forth above are hereby adopted as findings in support of such emergency.

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

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

PASSED by the City Council and **APPROVED** by the Mayor this _____ day of _____, 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 DECLARING AN EMERGENCY, CREATING THE ENERGY EFFICIENCY PROJECT FUND, AND ESTABLISHING A BUDGET FOR THIS PROJECT FUND; AND AMENDING THE 2015 BUDGET FOR THE GENERAL FUND RESERVE FUND (115) TO APPROPRIATE RESERVED CASH FOR EXPENDITURE. THE ORDINANCE AMENDS THE 2015 BUDGET FOR THE ABOVE FUNDS AT THE FUND LEVEL AND FINDS THAT THE THIS AMEMDMENT TO THE 2015 BUDGET IS IN THE BEST INTERST OF THE CITY. THE ORDINANCE ALSO AUTHORIZES THE FINANCE DIRECTOR TO MAKE ALL ADJUSTMENTS TO THE 2015 BUDGET NECESSARY TO ACCOMPLISH THE PURPOSE OF THIS ORDINANCE. THE ORDINANCE ALSO PROVIDES THAT THE SECTIONS ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

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

DATED this ____ day of _____, 2015.

CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON
AGENDA BILL

Agenda Title: Consideration of an Ordinance Regarding the City's Energy Efficiency Improvement Project and Grant Award and Authorizing the Mayor to Sign the Contract Documents.

Meeting Date:
 April 14, 2015
 Regular Meeting

Department:
 Administration

Director:
 Paul Warden

Contact Person:
 Paul Warden

Phone Number:
 (509) 786-2332

Cost of Proposal:

Funding Source	Amount
Grant	\$230,162
Utility Incentives (cash until received)	\$59,677
State Loan	\$630,264
TOTAL PROJECT	\$920,103

Account Number:

Name and Fund#
 General Fund Small
 Project Fund (105)

Amount Budgeted:
 \$920,103

Reviewed by Finance Department:

Tyyst

Attachments to Agenda Packet Item:

1. Ordinance 15-_____
2. Interagency Agreement

Summary Statement:

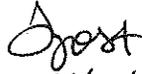
The City was recently awarded \$230,162 by the Washington State Department of Commerce for the City's Energy Efficiency Improvement Project. The entire project is estimated to cost \$920,103 and will replace the cobra head street lights with LED; retrofit interior and exterior lighting and the police station, cityhall, and city shop; and replace a pump at well #5. A summary of the funding structure is provided above.

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 15 - _____ Regarding an Interagency Agreement with the Washington State Department of Commerce for the Prosser Energy Efficiency Improvement Project Authorizing the Mayor to Sign the Contract Documents.

<u>Reviewed by Department Director:</u>  Date: 4/10/15	<u>Reviewed by City Attorney:</u>  Date: 4/10/15	<u>Approved by Mayor:</u>  Date: 4-10-15
<u>Today's Date:</u> March 30, 2015	<u>Revision Number/Date:</u> 	<u>File Name and Path:</u>

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 15-_____

AN ORDINANCE OF THE CITY OF PROSSER, WASHINGTON REGARDING AN INTERAGENCY AGREEMENT BETWEEN THE WASHINGTON STATE DEPARTMENT OF COMMERCE AND THE CITY OF PROSSER FOR THE ENERGY EFFICIENCY IMPROVEMENT PROJECT. THE ORDINANCE ALSO AUTHORIZES THE MAYOR OR THE APPROPRIATE CITY OFFICIAL TO EXECUTE ALL DOCUMENTS NECESSARY TO EXECUTE AND IMPLEMENT THE AGREEMENT AND FURTHER AUTHORIZE THEM TO RECEIVE AND EXPEND ALL MONIES RECEIVED UNDER THE AGREEMENT FOR THE PROJECT. THE ORDINANCE ALSO DESIGNATES FUND 105 AS THE PROJECT FUND AND AUTHORIZES THE FINANCE DIRECTOR TO MAKE INTERFUND LOANS TO SUPPORT CASH FLOW TO FUND 105. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, The Washington State Department of Commerce administers the 2013-2015 Energy Efficiency and Solar Grants program; and

WHEREAS, the City of Prosser was awarded a grant in the amount of \$230,162 for its Energy Efficiency Improvement Project; and

WHEREAS, The Washington State Department of Commerce requires grant recipients to enter into a Interagency Agreement; and

WHEREAS, the Agreement provides for funding in the amount of \$230,162; and

WHEREAS, the total project is estimated to be \$920,103, of which \$230,162 will be funded with these grant funds and the remainder (\$689,941) will be funded with the previous acquired state financing and utility incentives; and

WHEREAS, administration has determined that approval of the Agreement should be evidenced by an Ordinance; and

WHEREAS, administration has determined that a this project will be conducted using fund 105, General Fund Small Projects Fund; and

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

Section 1: The recitals set forth above are hereby incorporated herein.

Section 2: The Interagency Agreement for 2013 -2015 Energy Efficiency and Solar Grants for Local Agreements is hereby approved and the Mayor, or his designee, is designated as

the responsible official under the agreement. The Mayor, or his designee, is authorized to execute all documents necessary to execute and implement the Agreement and is further authorized to receive and expend all monies received under the Agreement for the Project. The Mayor, or his designee, is further authorized to take the following actions under the agreement: prepare, certify, and submit vouchers to Commerce; prepare, certify, and submit energy efficiency and solar grants quarterly reports to Commerce; and prepare, certify, and submit measurement and verification reports to Commerce.

Section 3. The Finance Director, or her designee, is authorized to make interfund loans from an appropriate City Fund to Fund 105, in the minimum amount necessary to cover any cash flow shortage in Fund 105, caused by the Agreement. These loans shall be repaid as soon as funding is available to cover the cash flow shortage. All terms required by the State BARS manual shall be incorporated into the loan document, including interest, if applicable.

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

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

PASSED by the City Council and **APPROVED** by the Mayor this _____ day of _____, 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 OF THE CITY OF PROSSER, WASHINGTON REGARDING AN INTERAGENCY AGREEMENT BETWEEN THE WASHINGTON STATE DEPARTMENT OF COMMERCE AND THE CITY OF PROSSER FOR THE ENERGY EFFICIENCY IMPROVEMENT PROJECT. THE ORDINANCE ALSO AUTHORIZES THE MAYOR OR THE APPROPRIATE CITY OFFICIAL TO EXECUTE ALL DOCUMENTS NECESSARY TO EXECUTE AND IMPLEMENT THE AGREEMENT AND FURTHER AUTHORIZE THEM TO RECEIVE AND EXPEND ALL MONIES RECEIVED UNDER THE AGREEMENT FOR THE PROJECT. THE ORDINANCE ALSO DESIGNATES FUND 105 AS THE PROJECT FUND AND AUTHORIZES THE FINANCE DIRECTOR TO MAKE INTERFUND LOANS TO SUPPORT CASH FLOW TO FUND 105. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

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

DATED this ____ day of _____, 2015

CITY CLERK, RACHEL SHAW



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

March 24, 2015

Mr. Paul Warden
Mayor
City of Prosser
601 7th Street
Prosser, WA 99350

RECEIVED

MAR 25 2015

CITY OF PROSSER

Dear Mr. Warden:

Enclosed for your review and signature are two originals of proposed Contract Number 15-93209-065 between the Department of Commerce and the City of Prosser. The purpose of the contract is to provide your organization with funds appropriated under the 2013-15 Energy Efficiency and Solar Grants program solely and specifically for the awarded City Of Prosser Energy Project.

Please review the contract carefully. If it meets with your approval, please sign and date where indicated (the Contract Face Sheet and Attachments A through D) and return both copies to me. We will sign them and return a fully executed original to you for your records.

If you have any questions or need additional information, please call me at (360) 725-4045. I can also be reached by email at tom.stilz@commerce.wa.gov.

Sincerely,

Tom Stilz, Project Manager
Capital Programs

Enclosures





Department of Commerce

Innovation is in our nature.

Interagency Agreement with

City of Prosser

through

2013-2015 Energy Efficiency and Solar Grants
for Local Governments

(Engrossed Substitute Senate Bill 5035, Chapter 19, Laws of 2013,
2nd Special Session, Section 1075)

Start date: July 1, 2013

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Attachment A, Scope of Work

Attachment B, Total Project Budget

Attachment C, Availability of Funds

Attachment D, Certification of Prevailing Wages

FACE SHEET

Grant Number: 15-93209-065

Washington State Department of Commerce
Community Services & Housing Division
Community Capital Facilities Unit

1. Grantee City of Prosser 601 7th Street Prosser, Washington 99350		2. Grantee Doing Business As (optional) _____ _____ _____	
3. Grantee Representative Paul Warden Mayor 509-786-2332 pwarden@ci.prosser.wa.us		4. COMMERCE Representative Tom Stilz Program Manager 360-725-4045 tom.stilz@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 	
5. Grant Amount \$230,162.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2013	8. End Date June 30, 2017
9. Federal Funds (as applicable) N/A	<u>Federal Agency</u> N/A	<u>CFDA Number</u> N/A	
10. Tax ID # N/A	11. SWV # 0015958-00	12. UBI # N/A	13. DUNS # N/A
14. Grant Purpose The purpose of this performance-based contract is to provide Washington's local governments with grant funds for operational cost savings improvements that result in energy and operational cost savings in accordance with ESSB 5035, Chapter 19, Laws of 2013, 2 nd Special Session, Section 1075.			
COMMERCE, defined as the Department of Commerce or its successor agency, and the Grantee, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Agreement Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Total Project Budget, Attachment "C" – Certification of Availability of Funds to Complete the Project, Attachment "D" – Certification of the Payment and Reporting of Prevailing Wages.			
FOR GRANTEE _____ Paul Warden, Mayor _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director CSHD _____ Date APPROVED AS TO FORM ONLY Signature on file. _____	

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THIS CONTRACT, entered into by and between the City of Prosser (a unit of local government hereinafter referred to as the Grantee), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation in ESSB 5035, Chapter 19, Laws of 2013, 2nd Special Session, Section 1075 to support the 2013-2015 Energy Efficiency and Solar Grants for Local Governments Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the Grantee is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Agreement.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Agreement.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$230,162.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The Grantee may be reimbursed, at the rate set forth elsewhere in this contract, for work completed beginning July 1, 2013. Eligible project expenditures are in the following cost categories:

- A. Design, engineering, architectural, planning services and nongrant overhead and profit;
- B. Construction management and observation (from external sources only);
- C. Construction costs including, but not limited to, the following:
 - Demolition;
 - Site preparation;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

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4. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Grantee for 100% of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the Grantee shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The Grantee shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The Grantee shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, confirming that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the Grantee with authority to bind the Grantee. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 9, hereof.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices.

Project Status Report

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the Grantee.

Advance Payments

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Termination

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

5. INSURANCE

Grantees and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management

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programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages

7. REPORTING OF JOBS FUNDED

The Grantee shall provide to Commerce each quarter a completed "2013-15 Energy Efficiency and Solar Grants Quarterly Report" which will identify the number of hours worked and jobs funded by the Project. For the purposes of this agreement, "quarterly" shall be defined as follows:

- July through September, 2013
- October through December, 2013
- January through March, 2014
- April through June, 2014
- July through September, 2014
- October through December, 2014
- January through March, 2015
- April through June, 2015
- July through September, 2015
- October through December, 2015
- January through March, 2016
- April through June, 2016 including additional quarters if necessary (per below)

The Grantee shall submit the 2013–2015 Energy Efficiency and Solar Grants Quarterly Report to Commerce as applicable within ten (10) calendar days following the end of each quarter **until all work on the Project has been completed and no additional jobs are being funded**. Commerce will email a Report form to each Grantee when the contract has been executed.

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8. ONGOING MEASUREMENT & VERIFICATION

Measurement and Verification of Energy Savings (ESPC – Energy Savings Performance Contracting Projects)

After the Project has been completed and the Notice of the Commencement of Energy Savings has been issued, ongoing measurement and verification (M&V) begins, in order to verify that the guaranteed energy savings occurs.

The recommended minimum length of M&V is three (3) years. However, Grantees are encouraged to have M&V performed for the length of the financing term to extend the energy savings guaranteed for the Project. The proposed length of the ongoing M&V period should be identified in the Energy Services Proposal (ESP).

The Grantee shall submit an annual Measurement and Verification Report to Commerce by February 15th of each year for the prior calendar year until all measurement and verification requirements have been satisfied.

Each Measurement and Verification Report shall include:

1. An **executive summary** that gives a brief description of the energy efficiency measures (EEMS) identified and if the guaranteed energy savings were achieved;
2. The **report** shall include the following:
 - a. Calculation of the energy savings verified for each measure.
 - b. A brief description of any changes to the subject facilities. If these changes have an impact on the verified energy savings, this needs to be identified and the impact calculated.
 - c. Any other deliverables that were proposed, such as greenhouse gas reduction calculations or building energy performance benchmarks.
 - d. All physical measurements that were performed (i.e., boiler combustion test results, motor runtime logs). If necessary, these can be attached via appendix to the main report.
 - e. A list of remedies the Energy Services Company (ESCO) will provide if the guaranteed savings are not being met. Specify whether and by when the physical aspects of the project that led to the loss of savings will be corrected. Specify how the ESCO will reimburse the Grantee for the identified differences between the verified savings and the guaranteed level of savings. Specify the timing of when the ESCO will make the reimbursement to the Grantee.

The guaranteed minimum energy savings identified in the ESP and the verified actual energy savings should be identified in tabular form for easy reference by the Grantee and Commerce. The energy savings should be:

1. Identified in the native unit of measure for each utility commodity, such as kWh or Therms for both guaranteed and verified energy savings;
2. Translated into utility bill dollar savings; and
3. Denoted in dollars, using the energy rates in effect at the time the ESP was prepared.

Measurement and Verification of Energy Savings (Non-ESPC Projects)

Projects that do not use Energy Savings Performance Contracting must verify energy and operational cost savings for ten (10) years or until the energy and operational cost savings pay for the Project, whichever is shorter. They must also follow the Department of Enterprise Services (DES) energy savings performance contracting project guidelines. Third-party verification must be performed by one of the following:

1. An energy savings performance contractor selected by DES through a request for qualifications;
2. A licensed engineer that is a certified energy manager;

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3. A project resource conservation manager; or
4. An educational service district resource conservation manager.

The Grantee shall submit an annual Measurement and Verification Report to Commerce by February 15th of each year for the prior calendar year until all M&V requirements have been satisfied.

Each Measurement and Verification Report shall include:

1. An **executive summary** that gives a brief description of the energy efficiency measures (EEMS) identified and if the estimated energy savings were achieved;
2. The **report** shall include the following:
 - a. Calculation of the energy savings verified for each measure.
 - b. A brief description of any changes to the subject facilities. If these changes have an impact on the verified energy savings, this needs to be identified and the impact calculated.
 - c. Any other deliverables that were proposed, such as greenhouse gas reduction calculations or building energy performance benchmarks.
 - d. All physical measurements that were performed (i.e., boiler combustion test results, motor runtime logs). If necessary, these can be attached via appendix to the main report.

The estimated energy savings identified in the final Investment Grade Audit and the verified energy savings should be identified in tabular form for easy reference by the Grantee and Commerce. The energy savings should be:

1. Identified in the native unit of measure for each utility commodity, such as kWh or Therms for both estimated and verified energy savings;
2. Translated into utility bill dollar savings; and
3. Denoted in dollars, using the energy rates in effect at the time of the report was completed.

9. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2015, will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

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1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce or its successor agency.
- C. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Grantee.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not an employee of the Grantee, who is performing all or part of those services under this Agreement under a separate Agreement with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by COMMERCE.

3. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This Agreement shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

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8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys fees and costs.

9. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate audits and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's records must be available for review by COMMERCE.

C. Documentation Requirements

The Contractor must send a copy of any audit report no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter and Management Decision Letter, where applicable.

If the Contractor is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to Commerce; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

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2. All material produced by the Grantee that is designated as "confidential" by COMMERCE and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Agreement whenever the Grantor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Grantor. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this

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Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

13. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with COMMERCE's Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Agreement number; and
- be mailed to the Director and the other party's (respondent's) Agreement Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other Agreement, subcontract, or other source.

15. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

16. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Grantee's performance or failure to perform the Agreement. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

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The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Grantee, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

19. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

20. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter RCW 42.17A.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

21. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

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22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Agreements with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

24. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter RCW 42.17A and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Agreement for working for or against ballot measures or for or against the candidacy of any person for public office.

25. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

26. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE DISINCENTIVE

In the event that the Grantee fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Agreement.

28. RECORDS MAINTENANCE OUTPUT

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Grantee shall retain such records for a period of six years following the date of final payment.

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If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

30. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Grantee shall provide access to its facilities for this purpose.

31. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, COMMERCE may terminate the Agreement under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

33. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Agreement if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

34. SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

35. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

36. TERMINATION FOR CAUSE / SUSPENSION DISINCENTIVE

In event COMMERCE determines that the Grantee failed to comply with any term or condition of this Agreement, COMMERCE may terminate the Agreement in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Agreement. Failure by the Grantee to take timely corrective action shall allow COMMERCE to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Grantee did not fail to comply with the terms of the Agreement or when COMMERCE determines the failure was not caused by the Grantee's actions or negligence.

If the Agreement is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Grantee shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Agreement;
- C. Assign to COMMERCE all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Grantee to settle such claims must have the prior written approval of COMMERCE; and
- D. Preserve and transfer any materials, Agreement deliverables and/or COMMERCE property in the Grantee's possession as directed by COMMERCE.

Upon termination of the Agreement, COMMERCE shall pay the Grantee for any service provided by the Grantee under the Agreement prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Grantee if COMMERCE later determines that loss or liability will not occur.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

The Grantee will use these grant funds to implement operational cost savings improvements at their local government facilities and related projects that result in energy and operational cost savings in accordance with ESSB 5035, Chapter 19, Laws of 2013, 2nd Special Session, Section 1075. The work will be performed in accordance with the more detailed scope of work found in the Energy Services Proposal prepared by Apollo Solutions Group, titled 'City of Prosser ESPC Project: Street & Facility Lights, Well Pump', dated October 23, 2014, incorporated herein by reference as if specifically set forth.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Total Project Budget

Line Item	Amount
Direct Construction Costs	\$571,948.00
ESCO Fees (OH/P, Project Mgmt, Engineering, Year 1 M&V)	\$214,932.00
Project Contingency	\$28,312.00
Capitalized Equipment	\$0.00
WA State Sales Tax	\$65,311.00
DES Project Mgmt Fee	\$39,600.00
Total Contracted Amount:	\$920,103.00

The Grantee, by its signature, certifies that the Total Project Budget set forth above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
City of Prosser State of WA loan	\$630,264.00	
Assumed Incentives (estimated)	\$59,677.00	
Total Non-State Funds	\$689,941.00	\$689,941.00
State Funds		
State Capital Budget: 2013-15 Energy Efficiency & Solar Grants	\$230,162.00	\$230,162.00
		\$920,103.00
Total Non-State and State Sources		

The Grantee, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

The Grantee, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as June 15, 2011, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the Grantee for the purpose of construction, applicable State Prevailing Wages must be paid.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Approve Agreements for Certification Acceptance Services between the City of Prosser and Benton County Public Works for the administration of the City's STP and TAP federal aid project funds and authorize the Mayor to sign the documents.		<u>Meeting Date:</u> April 14, 2015 Regular Meeting	
<u>Department:</u> Public Works	<u>Director:</u> L.J. Da Corsi	<u>Contact Person:</u> L.J. Da Corsi	<u>Phone Number:</u> (509) 786-2332
<u>Cost of Proposal:</u> N/A		<u>Account Number:</u>	
<u>Amount Budgeted:</u> N/A		<u>Name and Fund#</u>	
<u>Reviewed by Finance Department:</u> <i>Tyost</i>			
<u>Attachments to Agenda Packet Item:</u> <ol style="list-style-type: none"> 1. CA Agreement STP Project - OIE Phase 1 2. CA Agreement STP Project - OIE Phase 2 3. CA Agreement TAP Project - 7th ST. ADA Sidewalk Improvements 			
<u>Summary Statement:</u> During the last three years, the City was awarded federal money for specific transportation projects. The federal funding mechanisms are the STP-US (Surface Transportation Program- Urban Small) and TAP (Transportation Alternative Program) funds. The STP-US funds are for the OIE Phase 1 and OIE Phase 2 projects, and the TAP funds are for the 7 th Street ADA Sidewalk Improvements Project. <p>The expenditure of federal funds requires that the Projects be designed and administered in accordance with WSDOT Local Agency Guidelines (LAG), including certification by a Certified Acceptance agency (CA agency). The City of Prosser is not certified to administer federal aid projects whereas the County is certified to do so. Therefore, we must rely upon the Certified Acceptance Agency - Benton County for this service. The LAG provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration. The County will administer and certify the Project for the City in accordance with the Washington State Department of Transportation <u>Local Agency Guidelines</u>.</p>			

The Agreements for Certification Acceptance Services have been prepared by Benton County for the three projects being partially funded by federal aid and they are as follows:

STP Funds awarded for:

- Old Inland Empire Highway Improvements (Phase1) from Albro Road (W. City Limits) to Wine Country Road
- Old Inland Empire Highway Improvements (Phase2) from Wine Country Road to Wamba Road

TAP Funds awarded for:

- 7th Street ADA Sidewalk Improvements Project (intersections of 7th St. & Bennett Ave., 7th St. & Meade Ave., 7th St. & Dudley Ave.)

The completion of these projects is of benefit to the regional transportation system and the City cannot move forward without the agreements being in place as per WSDOT LAG requirements.

Consistent with or Comparison to:

Previous federally funded transportation project requirements by use of Benton County as the CA Agency for the City of Prosser.

Recommended City Council Action/Suggested Motion: Approve Agreements for Certification Acceptance Services between the City of Prosser and Benton County Public Works for the administration of the City's STP and TAP federal aid project funds and authorize the Mayor to sign the documents.

Reviewed by Department Director:


Date: 4/10/15

Reviewed by City Attorney:


Date: 4/9/15

Approved by Mayor:


Date: 4-10-15

Today's Date:

April 9, 2015

Revision Number/Date:

File Name and Path:

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

AGREEMENT FOR CERTIFICATION ACCEPTANCE SERVICES

THIS AGREEMENT is entered into between Benton County, Washington (hereinafter the "County") through its Public Works Department whose address is P.O Box 1001, Prosser, Washington 99350, and the City of Prosser (hereinafter the "City") whose address is 601 7th Street, Prosser, Washington 99350 pursuant to RCW 39.34.080.

WHEREAS, the City has been awarded federal STP funds for the Old Inland Empire Highway Improvements (Phase 1) from Albro Road (W. City Limits) to Wine Country Road (hereinafter the "Project"); and,

WHEREAS, the City desires to undertake the Project using these federal funds; and,

WHEREAS, the expenditure of federal funds requires that the Project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

WHEREAS, the City is not certified to administer federal aid projects; and,

WHEREAS, the County is certified to administer federal aid projects; and,

WHEREAS, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

WHEREAS, the completion of the Project is a benefit to the regional transportation system.

NOW, THEREFORE IT IS HEREBY AGREED as follows:

1. The County will administer and certify the Project for the City in accordance with the Washington State Department of Transportation Local Agency Guidelines.

2. The City will:
 - 2.1. Prepare all of the Project plans, specifications, and estimates in accordance with the Local Agency Guidelines;
 - 2.2. Provide construction inspection services through the City's consultant in accordance with the Local Agency Guidelines; and
 - 2.3. Reimburse the County for services provided by the County on a time and materials basis when billed by the County. Time will be direct time plus fringe benefits plus a ten percent administration fee. Vehicle fees will be vehicle fee plus a ten percent administrative fee. Materials will be direct cost plus a ten percent administrative fee.
3. This Interlocal Agreement shall be in full force and effect when executed by the City and County.
4. **Administration:** No new or separate legal or administrative entity is created to administer the provisions of this agreement. This Agreement will be administered by the Benton County Engineer or his or her designee.
5. **Duration of Agreement - Termination:** This agreement shall remain in force until cancelled by either part in writing. This written notice must be served on the other party within sixty days (60) of the date of termination.
6. **Compliance with Legal Requirements:** Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
7. **Property Acquisition/Financing:** It is anticipated that no joint property will be acquired under this agreement. In the event that joint property is acquired, then it shall be distributed, when the agreement is terminated, to the parties in proportion to that party's contribution to purchase such property. There shall be no joint financing under this agreement.
8. **Filing:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
10. **Hold Harmless and Indemnification:** a. The City shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature

whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of the City or its subcontractors, which arise in connection with the work performed under the Project or this Agreement, or are caused or occasioned in whole or in part by reason of the presence of the City or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the City's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

- b. In any and all claims against the County, its officers, officials, employees and agents by any employee of the City, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the City or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the City expressly waives any immunity the City might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the City makes with any subcontractor or agent performing work hereunder. City's obligations under this Section [10] shall survive termination and expiration of this Contract.**
 - c. The City's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the City, the City's employees, agents or subcontractors.
11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
 12. **Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
 13. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level.

14. **Litigation.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.

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

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

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

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

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

CITY OF PROSSER,
WASHINGTON

BENTON COUNTY,
WASHINGTON

By: _____
Mayor

By: _____
Chairman, Board of County
Commissioners

Attest:

Attest:

City Clerk

Clerk of the Board

Date: _____

Date: _____

Approved as to form:

Approved as to form:



Attorney, City of Prosser

Benton County Prosecuting Attorney

Date: _____

Date: _____

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

AGREEMENT FOR CERTIFICATION ACCEPTANCE SERVICES

THIS AGREEMENT is entered into between Benton County, Washington (hereinafter the "County") through its Public Works Department whose address is P.O. Box 1001, Prosser, Washington 99350, and the City of Prosser (hereinafter the "City") whose address is 601 7th Street, Prosser, Washington 99350 pursuant to RCW 39.34.080.

WHEREAS, the City has been awarded federal STP funds for the Old Inland Empire Highway Improvements (Phase 2) Project from Wine Country Road to Wamba Road (hereinafter the "Project"); and,

WHEREAS, the City desires to undertake the Project using these federal funds; and,

WHEREAS, the expenditure of federal funds requires that the Project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

WHEREAS, the City is not certified to administer federal aid projects; and,

WHEREAS, the County is certified to administer federal aid projects; and,

WHEREAS, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

WHEREAS, the completion of the Project is a benefit to the regional transportation system.

NOW, THEREFORE IT IS HEREBY AGREED as follows:

1. The County will administer and certify the Project for the City in accordance with the Washington State Department of Transportation Local Agency Guidelines.

2. The City will:
 - 2.1. Prepare all of the Project plans, specifications, and estimates in accordance with the Local Agency Guidelines;
 - 2.2. Provide construction inspection services through the City's consultant in accordance with the Local Agency Guidelines; and
 - 2.3. Reimburse the County for services provided by the County on a time and materials basis when billed by the County. Time will be direct time plus fringe benefits plus a ten percent administration fee. Vehicle fees will be vehicle fee plus a ten percent administrative fee. Materials will be direct cost plus a ten percent administrative fee.
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5. **Duration of Agreement - Termination:** This agreement shall remain in force until cancelled by either part in writing. This written notice must be served on the other party within sixty days (60) of the date of termination.
6. **Compliance with Legal Requirements:** Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
7. **Property Acquisition/Financing:** It is anticipated that no joint property will be acquired under this agreement. In the event that joint property is acquired, then it shall be distributed, when the agreement is terminated, to the parties in proportion to that party's contribution to purchase such property. There shall be no joint financing under this agreement.
8. **Filing:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
10. **Hold Harmless and Indemnification:** a. The City shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature

whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of the City or its subcontractors, which arise in connection with the work performed under the Project or this Agreement, or are caused or occasioned in whole or in part by reason of the presence of the City or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the City's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

- b. In any and all claims against the County, its officers, officials, employees and agents by any employee of the City, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the City or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the City expressly waives any immunity the City might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the City makes with any subcontractor or agent performing work hereunder. City's obligations under this Section [10] shall survive termination and expiration of this Contract.**
 - c. The City's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the City, the City's employees, agents or subcontractors.
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IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF PROSSER,
WASHINGTON

BENTON COUNTY,
WASHINGTON

By: _____
Mayor

By: _____
Chairman, Board of County
Commissioners

Attest:

Attest:

City Clerk

Clerk of the Board

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Attorney, City of Prosser

Benton County Prosecuting Attorney

Date: _____

Date: _____

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

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WHEREAS, the City has been awarded federal TAP funds for the 7th Street ADA Sidewalk Improvements Project at the intersections of 7th Street and Bennett Ave., 7th Street and Meade Ave., and 7th Street and Dudley Ave. (hereinafter the "Project"); and,

WHEREAS, the City desires to undertake the Project using these federal funds; and,

WHEREAS, the expenditure of federal funds requires that the Project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

WHEREAS, the City is not certified to administer federal aid projects; and,

WHEREAS, the County is certified to administer federal aid projects; and,

WHEREAS, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

WHEREAS, the completion of the Project is a benefit to the regional transportation system.

NOW, THEREFORE IT IS HEREBY AGREED as follows:

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2. The City will:
 - 2.1. Prepare all of the Project plans, specifications, and estimates in accordance with the Local Agency Guidelines;
 - 2.2. Provide construction inspection services through the City's consultant in accordance with the Local Agency Guidelines; and
 - 2.3. Reimburse the County for services provided by the County on a time and materials basis when billed by the County. Time will be direct time plus fringe benefits plus a ten percent administration fee. Vehicle fees will be vehicle fee plus a ten percent administrative fee. Materials will be direct cost plus a ten percent administrative fee.
3. This Interlocal Agreement shall be in full force and effect when executed by the City and County.
4. **Administration:** No new or separate legal or administrative entity is created to administer the provisions of this agreement. This Agreement will be administered by the Benton County Engineer or his or her designee.
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6. **Compliance with Legal Requirements:** Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
7. **Property Acquisition/Financing:** It is anticipated that no joint property will be acquired under this agreement. In the event that joint property is acquired, then it shall be distributed, when the agreement is terminated, to the parties in proportion to that party's contribution to purchase such property. There shall be no joint financing under this agreement.
8. **Filing:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
10. **Hold Harmless and Indemnification:** a. The City shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature

whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of the City or its subcontractors, which arise in connection with the work performed under the Project or this Agreement, or are caused or occasioned in whole or in part by reason of the presence of the City or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the City's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

- b. In any and all claims against the County, its officers, officials, employees and agents by any employee of the City, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the City or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the City expressly waives any immunity the City might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the City makes with any subcontractor or agent performing work hereunder. City's obligations under this Section [10] shall survive termination and expiration of this Contract.**
 - c. The City's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the City, the City's employees, agents or subcontractors.
11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
 12. **Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
 13. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level.

14. **Litigation.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.

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

<u>To Benton County:</u>	Benton County Public Works P.O. Box 1001 Prosser, WA 99350-0954
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<u>To City of Prosser:</u>	City of Prosser 601 7 th Street Prosser, WA 99350
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16. **Evidence of Authority.** This agreement shall be executed in duplicate originals. Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "A"** (City) and **Exhibit "B"** (County).

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

CITY OF PROSSER,
WASHINGTON

BENTON COUNTY,
WASHINGTON

By: _____
Mayor

By: _____
Chairman, Board of County
Commissioners

Attest:

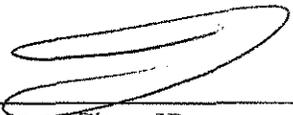
Attest:

City Clerk
Date: _____

Clerk of the Board
Date: _____

Approved as to form:

Approved as to form:



Attorney, City of Prosser

Benton County Prosecuting Attorney

Date: _____

Date: _____

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Consideration of Amendment No. 1 to Real Estate Purchase and Sale Agreement between the City of Prosser and Ethel Heard.		<u>Meeting Date:</u> April 14, 2015 Regular Meeting	
<u>Department:</u> Administration	<u>Director:</u> Mayor Warden	<u>Contact Person:</u> Mayor Warden	<u>Phone Number:</u> (509) 786-2332
<u>Cost of Proposal:</u>		<u>Account Number:</u>	
<u>Amount Budgeted:</u>		<u>Name and Fund#</u>	
<u>Reviewed by Finance Department:</u> <i>Tyork</i>			
<u>Attachments to Agenda Packet Item:</u> 1. Amendment No. 1 Purchase and Sale Agreement			
<u>Summary Statement:</u> The Purchase and Sale Agreement for the Heard property has a termination date of April 15, 2015. The City will not have the Phase I Environmental Study and survey done by that date. Therefore, the attached agreement extends the date by which the closing on the property must occur to June 15, 2015.			
<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 Amendment No. 1 to Real Estate Purchase and Sale Agreement between the City of Prosser and Ethel Heard.			
<u>Reviewed by Department Director:</u> <i>Paul Warden</i> Date: 4-10-15	<u>Reviewed by City Attorney:</u> <i>[Signature]</i> Date: 4/9/15	<u>Approved by Mayor:</u> <i>Paul Warden</i> Date: 4-10-15	

**AMENDMENT ONE TO REAL ESTATE
PURCHASE AND SALE AGREEMENT**

PARTIES:

SELLER: Ethel Heard, also known as Ethel Edith Heard

PURCHASER: City of Prosser, Washington, a Municipal Corporation

DATE: April 14, 2015

RECITALS:

A. The parties have previously entered into that certain Real Estate Purchase and Sale Agreement dated March 12, 2015 (the "Agreement").

B. The parties desire to extend the time to close the transaction.

Seller and Purchaser hereby amend the Agreement and further agree as follows:

1. **Closing Date:** The Closing date is hereby extended to June 15, 2015.
2. **Full Force and Effect:** Except as amended herein, the initial Agreement remains in full force and effect.

This Agreement is executed in duplicate originals.

[SIGNATURE PAGE FOLLOWS]

City of Prosser, Washington, by
Paul Warden, its Mayor:

PAUL WARDEN, MAYOR

ATTEST:

RACHEL SHAW, CITY CLERK

Approved as to form:



HOWARD SAXTON, CITY ATTORNEY

Ethel Heard, by Robert Fausto Heard
Her Attorney in Fact:

ROBERT FAUSTO HEARD, ATTORNEY IN
FACT FOR ETHEL HEARD, ALSO KNOWN
AS ETHEL EDITH HEARD

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