

**City of Prosser**  
**CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
Council Chambers, 601 7<sup>th</sup> Street, Prosser WA 99350  
Tuesday, May 12, 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. 600345 through 600356 in the amount of \$25,957.94 and Direct Deposits in the Amount of \$101,155.57, for the Period Ending May 12, 2015..... *Page 3*
  - b) Approve Payment of Claim Checks Nos. 12322 through 12387 in the Amount of \$180,991.03 and Electronic Payments in the Amount of \$51,028.86 for the Period Ending May 12, 2015..... *Page 6*
  - c) Accept Monthly Report by Prosser Economic Development Association for the Month of March 2015 and Authorize Payment for Those Services in the Amount \$2,166.66 and Authorize Payment in the Amount of \$1,416.67 for Grant Writer Services..... *Page 15*
  - d) Accept Monthly Report by Prosser Economic Development Association for the Month of April 2015 and Authorize Payment for Those Services in the Amount \$2,166.66 and Authorize Payment in the Amount of \$1,416.67 for Grant Writer Services..... *Page 20*
  - e) Review and Confirm the Appointment of Marvin Ward to the Yakima Sub-Basin Recovery Board as Appointed by Mayor Warden..... *Page 25*
  - f) Approve February 3, 2015 Meeting Minutes..... *Page 28*

*The first Ordinance passed will be Ordinance 15-2931*  
*The first Resolution passed will be Resolution 15-1486*

**7. COUNCIL ACTION**

- a.) **Approval of Claim Checks** ..... *Page 30*

**RECOMMENDATION:** Approve Payment of Claim Check No. 12332, in the Amount of \$62,944.32 for the Period Ending May 12, 2015.

- b.) **Consideration of ORDINANCE Amending PMC Chapter 5.30 Related to the Special Events Permit**..... *Page 32*

**RECOMMENDATION:** Adopt Ordinance No. 15-\_\_\_\_\_ Amending PMC Chapter 5.30 Related to the Special Events Permit.

- c.) **Consideration of ORDINANCE Amending the 2015 Budget for the Street Fund (102)**..... *Page 38*

**RECOMMENDATION:** Adopt Ordinance No. 15-\_\_\_\_\_ Amending the 2015 Budget for Street Fund 102.

- d.) **Consideration of ORDINANCE Establishing Procedures for the Adoption of Administrative Policies**..... *Page 43*

**RECOMMENDATION:** Adopt Ordinance No. 15-\_\_\_\_\_ Establishing Procedures for the Adoption of Administrative Policies.

- e.) **Consideration of ORDINANCE Amending the 2015 Budget for the Criminal Justice Fund (148)**..... *Page 53*

**RECOMMENDATION:** No action at this time – review only.

- f.) **Consideration of Notice of Planned Action and Bid Package**..... *Page 58*

**RECOMMENDATION:** Authorize the Mayor to Publish a Notice of Planned Action and send it to the Owners of 1331 Bennett Avenue and Further Authorize the Mayor to Submit a Bid to Purchase the Property Described in the Notice of Planned Action for an Amount to be Determined by the Mayor but not Exceeding \$100,000 and Approve the Payment of Earnest Money in the Amount Not to Exceed ten percent of the Bid Price.

**8. COUNCIL DISCUSSION**

**9. ADJOURNMENT**

*The first Ordinance passed will be Ordinance 15-2931  
The first Resolution passed will be Resolution 15-1486*

**CITY OF PROSSER, WASHINGTON**

**AGENDA BILL**

<p><b>Agenda Title:</b> Approve payment of payroll check nos. 600345 through 600356 in the amount of \$25,957.94 and direct deposits in the amount of \$101,155.57 for the period ending May 12, 2015</p>	<p><b>Meeting Date:</b> May 12, 2015 Regular Meeting</p>
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<p><b>Department:</b> Finance</p>	<p><b>Director:</b> Toni Yost</p>	<p><b>Contact Person:</b> Elia Lara</p>	<p><b>Phone Number:</b> (509) 786-2332</p>
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<p><b>Cost of Proposal:</b> \$127,113.51</p> <p><b>Amount Budgeted:</b> Various amounts in salaries, wages, and benefits.</p>	<p><b>Account Number:</b> Various</p> <p><b>Name and Fund#</b> Various</p>
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**Reviewed by Finance Department:**



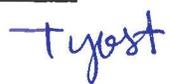
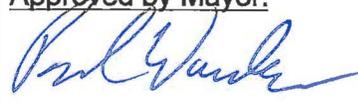
**Attachments to Agenda Packet Item:**

1. Payroll Check Register

**Summary Statement:**  
Payroll check nos. 600345 through 600356 in the amount of \$25,957.94 and direct deposits in the amount of \$101,155.57 for the period ending May 12, 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 600345 through 600356 in the amount of \$25,957.94 and direct deposits in the amount of \$101,155.57 for the period ending May 12, 2015

<p><b>Reviewed by Department Director:</b>  <b>Date:</b> 5/8/15</p>	<p><b>Reviewed by City Attorney:</b> N/A <b>Date:</b></p>	<p><b>Approved by Mayor:</b>  <b>Date:</b> 5-8-15</p>
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<p><b>Today's Date:</b> May 6, 2015</p>	<p><b>Revision Number/Date:</b></p>	<p><b>File Name and Path:</b></p>
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# CHECK REGISTER

City Of Prosser  
MCAG #: 0205

04/30/2015 To: 04/30/2015

Time: 16:48:27 Date: 04/28/2015  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2594	04/30/2015	Payroll	1	EFT		2,503.57	April Payroll
2596	04/30/2015	Payroll	1	EFT		1,543.36	April Payroll
2599	04/30/2015	Payroll	1	EFT		3,709.97	April Payroll
2600	04/30/2015	Payroll	1	EFT		3,128.38	April Payroll
2601	04/30/2015	Payroll	1	EFT		1,957.85	April Payroll
2602	04/30/2015	Payroll	1	EFT		3,726.11	April Payroll
2603	04/30/2015	Payroll	1	EFT		3,145.39	April Payroll
2605	04/30/2015	Payroll	1	EFT		3,962.60	April Payroll
2606	04/30/2015	Payroll	1	EFT		4,667.78	April Payroll
2607	04/30/2015	Payroll	1	EFT		3,799.49	April Payroll
2608	04/30/2015	Payroll	1	EFT		147.34	April Payroll
2610	04/30/2015	Payroll	1	EFT		5,071.11	April Payroll
2612	04/30/2015	Payroll	1	EFT		3,283.91	April Payroll
2613	04/30/2015	Payroll	1	EFT		3,247.44	April Payroll
2614	04/30/2015	Payroll	1	EFT		2,896.85	April Payroll
2616	04/30/2015	Payroll	1	EFT		2,660.30	April Payroll
2617	04/30/2015	Payroll	1	EFT		4,231.22	April Payroll
2618	04/30/2015	Payroll	1	EFT		2,976.95	April Payroll
2620	04/30/2015	Payroll	1	EFT		2,763.09	April Payroll
2622	04/30/2015	Payroll	1	EFT		3,438.84	April Payroll
2623	04/30/2015	Payroll	1	EFT		1,530.96	April Payroll
2624	04/30/2015	Payroll	1	EFT		1,178.47	April Payroll
2625	04/30/2015	Payroll	1	EFT		2,698.07	April Payroll
2626	04/30/2015	Payroll	1	EFT		2,841.68	April Payroll
2627	04/30/2015	Payroll	1	EFT		1,922.14	April Payroll
2628	04/30/2015	Payroll	1	EFT		1,992.84	April Payroll
2629	04/30/2015	Payroll	1	EFT		2,896.52	April Payroll
2632	04/30/2015	Payroll	1	EFT		3,029.42	April Payroll
2633	04/30/2015	Payroll	1	EFT		2,231.08	April Payroll
2634	04/30/2015	Payroll	1	EFT		288.85	April Payroll
2635	04/30/2015	Payroll	1	EFT		2,142.54	April Payroll
2637	04/30/2015	Payroll	1	EFT		4,069.22	April Payroll
2638	04/30/2015	Payroll	1	EFT		230.31	April Payroll
2639	04/30/2015	Payroll	1	EFT		4,028.23	April Payroll
2640	04/30/2015	Payroll	1	EFT		4,269.53	April Payroll
2641	04/30/2015	Payroll	1	EFT		2,944.16	April Payroll
2595	04/30/2015	Payroll	1	600345		230.31	April Payroll
2597	04/30/2015	Payroll	1	600346		3,826.43	April Payroll
2598	04/30/2015	Payroll	1	600347		184.21	April Payroll
2604	04/30/2015	Payroll	1	600348		541.06	April Payroll
2609	04/30/2015	Payroll	1	600349		224.51	April Payroll
2611	04/30/2015	Payroll	1	600350		3,677.46	April Payroll
2615	04/30/2015	Payroll	1	600351		786.13	April Payroll
2619	04/30/2015	Payroll	1	600352		3,169.48	April Payroll
2621	04/30/2015	Payroll	1	600353		5,580.78	April Payroll
2630	04/30/2015	Payroll	1	600354		1,648.44	April Payroll
2631	04/30/2015	Payroll	1	600355		5,628.50	April Payroll
2636	04/30/2015	Payroll	1	600356		460.63	April Payroll
						43,312.24	
						14,928.65	
						2,931.74	
						34,403.20	
						31,142.84	
						394.84	
						127,113.51	Payroll:
						127,113.51	

# CHECK REGISTER

City Of Prosser  
MCAG #: 0205

04/30/2015 To: 04/30/2015

Time: 16:48:27 Date: 04/28/2015  
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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*[Handwritten Signature]*

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Signature

4/28/15

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Date

**CITY OF PROSSER, WASHINGTON**

**AGENDA BILL**

**Agenda Title:** Approve payment of claim check nos. 12322 through 12387, in the amount of \$180,991.03 and Electronic Payments in the amount of \$51,028.86 for the period ending May 12, 2015.

**Meeting Date:**  
May 12, 2015  
Regular Meeting

**Department:**  
Finance

**Director:**  
Toni Yost

**Contact Person:**  
Elia Lara

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

**Cost of Proposal:**  
\$232,019.89

**Account Number:**  
See Attached

**Amount Budgeted:**  
See 2015 budget for each item listed.

**Name and Fund#:**  
See Attached

**Reviewed by Finance Department:**



**Attachments to Agenda Packet Item:**

Check Register # 12322 through 12387

**Summary Statement:**

Check Payments	Amount	Check Payments	Amount
12322 through 12387	\$180,991.03		
<b>Electronic Payments</b>		<b>Amount</b>	
IRS Federal Taxes	\$49,302.79	DSHS	\$228.60
Deluxe	\$139.93	US Bank	\$968.59
Wa Dept of Licensing-CPL	\$54.00	Xpress Billpay	\$334.95

**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. 12322 through 12387, in the amount of \$180,991.03 and Electronic Payments in the amount of \$51,028.86 for the period ending May 12, 2015

**Reviewed by Department Director:**

**Date:**

*Ty Yost*  
*5/8/15*

**Reviewed by City Attorney:**

N/A

**Date:**

**Approved by Mayor:**

**Date:**

*Paul W...*  
*5-8-15*

**Today's Date:**  
May 6, 2015

**Revision Number/Date:**

**File Name and Path:**

**CHECK REGISTER**

City Of Prosser  
MCAG #: 0205

04/30/2015 To: 04/30/2015

Time: 14:32:26 Date: 05/06/2015  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2643	04/30/2015	Payroll	1	EFT	Irs Federal Taxes	49,302.79	941 Deposit For 04/30/2015 - 04/30/2015
2644	04/30/2015	Payroll	1	EFT	WA Dept Social & Health Serv	228.60	04/01/2015 To 04/30/2015 - DSHS
2645	04/30/2015	Payroll	1	12322	AFLAC	1,619.95	04/01/2015 To 04/30/2015 - AFLAC Pre-Tax; 04/01/2015 To 04/30/2015 - AFLAC Post-Tax
2646	04/30/2015	Payroll	1	12323	AWC Employment Ben Trust	952.54	04/01/2015 To 04/30/2015 - Vision
2647	04/30/2015	Payroll	1	12324	Icma Retirement Trust	764.66	04/01/2015 To 04/30/2015 - 401(R)
2648	04/30/2015	Payroll	1	12325	Kansas Payment Center	1,122.00	04/01/2015 To 04/30/2015 - Support Withholding
2649	04/30/2015	Claims	1	12326	Leaf	478.68	Front Desk Copy Machine Lease
2650	04/30/2015	Payroll	1	12327	Opeiu	473.39	04/01/2015 To 04/30/2015 - Union Dues - OPEIU
2651	04/30/2015	Payroll	1	12328	Teamsters Legal Defense Fund	79.64	04/01/2015 To 04/30/2015 - Legal Defense Fund
2652	04/30/2015	Payroll	1	12329	Teamsters Local Union No 839	1,302.00	04/01/2015 To 04/30/2015 - Union Dues - Teamsters
2653	04/30/2015	Payroll	1	12330	WA Dept Retirement	30,284.97	04/01/2015 To 04/30/2015 - PERS; 04/01/2015 To 04/30/2015 - PERS 3; 04/01/2015 To 04/30/2015 - LEOFF 2; 04/01/2015 To 04/30/2015 - DRS - DCP
2654	04/30/2015	Payroll	1	12331	Western Conf Of Teamsters Pension Trust	2,993.05	04/01/2015 To 04/30/2015 - TPT

001 General Fund	75,693.28
102 Street Fund	2,509.33
149 Public Safety Sales Tax Fund	197.97
403 Water Fund	6,227.84
407 Sewer Fund	4,885.80
448 Garbage Fund	88.05

\_\_\_\_\_ Claims: 478.68  
 89,602.27 Payroll: 89,123.59

*Ojest*

Signature

4/28/15

Date

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2857 05/12/2015	Claims	1	EFT	Deluxe	139.93	Deposit Slip Books
		001 - 514 23 31 000		- Office & Operating Supplies	139.93	Deposit Slip Books
2858 05/12/2015	Claims	1	EFT	US Bank Na	968.59	Water Works Operator Certification A. Robinson & B. Lum; Hotel Stay Training - J. Markus & L. Montelongo
		001 - 521 20 43 000		- Travel	709.09	Hotel Stay Training - J. Markus & L. Montelongo
		403 - 534 80 49 000		- Miscellaneous	259.50	Water Works Operator Certification A. Robinson & B. Lum
2859 05/12/2015	Claims	1	EFT	WA Dept Licensing-Cpl	54.00	Concealed Pistol License
		001 - 586 00 01 000		- Concealed Pistol Lic Disburse	54.00	Concealed Pistol License
2860 05/12/2015	Claims	1	EFT	Xpress Billpay	334.95	Online Billing
		001 - 514 30 49 000		- Miscellaneous	4.51	Online Billing
		403 - 534 80 49 000		- Miscellaneous	83.06	Online Billing
		407 - 535 80 49 000		- Miscellaneous	82.46	Online Billing
		448 - 537 80 49 000		- Miscellaneous	82.46	Online Billing
		403 - 539 20 49 000		- Miscellaneous	82.46	Online Billing
2861 05/12/2015	Claims	1	12333	Abadan Inc	365.53	Finance Dep. Printer Maintenance; Police Dept. Copier Maintenance; Front Desk Copier Maintenance; Water Dept Copier; WWTP Copier
		001 - 514 23 48 000		- Repairs & Maintenance	16.29	Finance Dep. Printer Maintenance
		001 - 514 23 48 000		- Repairs & Maintenance	38.98	Police Dept. Copier Maintenance
		001 - 514 23 48 000		- Repairs & Maintenance	80.23	Front Desk Copier Maintenance
		403 - 534 80 48 000		- Repairs & Maintenance	7.17	Front Desk Copier Maintenance
		403 - 534 80 48 000		- Repairs & Maintenance	33.50	Water Dept Copier
		407 - 535 80 48 000		- Repairs & Maintenance	7.17	Front Desk Copier Maintenance
		407 - 535 80 48 000		- Repairs & Maintenance	13.44	WWTP Copier
		448 - 537 80 48 000		- Repairs & Maintenance	7.17	Front Desk Copier Maintenance
		403 - 539 20 48 000		- Repairs & Maintenance	7.18	Front Desk Copier Maintenance
		102 - 542 90 48 000		- Repairs & Maintenance	1.43	Front Desk Copier Maintenance
		001 - 571 22 48 001		- Repairs & Maintenance	152.97	Front Desk Copier Maintenance
2862 05/12/2015	Claims	1	12334	Are-Sea Carpet & Floor Service	250.00	PD & City Hall Tile Cleaning & Wax
		001 - 518 31 48 000		- Repairs & Maintenance	250.00	PD & City Hall Tile Cleaning & Wax
2863 05/12/2015	Claims	1	12335	Autozone	10.19	Val Cerulean Grease Tube
		407 - 535 80 31 000		- Office & Operating Supplies	10.19	Val Cerulean Grease Tube
2864 05/12/2015	Claims	1	12336	Avaya Inc	758.36	Phone Maintenance
		001 - 518 88 48 000		- Repairs & Maintenance	758.36	Phone Maintenance
2865 05/12/2015	Claims	1	12337	Benton Co Gis Dept	5.40	44 Images
		001 - 558 60 51 000		- Intergov't Professional Servic	5.40	44 Images
2866 05/12/2015	Claims	1	12338	Benton Co Sheriff	62.42	Medical Supplies Cost Recovery - January
		001 - 523 60 51 000		- Intergov't Professional Servic	62.42	Medical Supplies Cost Recovery - January
2867 05/12/2015	Claims	1	12339	Benton Co Treas Office	10,072.94	Benton Co. Dist Court & Office Of Public Defense - March 15'
		001 - 512 50 51 000		- Intergov't Professional Servic	10,072.94	Benton Co. Dist Court & Office Of Public Defense - March 15'
2868 05/12/2015	Claims	1	12340	Benton Franklin Dist Health	168.00	Drinking Water Bacteria
		403 - 534 80 41 000		- Professional Services	168.00	Drinking Water Bacteria

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2869	05/12/2015	Claims	1	12341	Benton PUD	212.24	Electric Bill - 6th St
			102 - 542 63 47 000 -		Public Utility Services	212.24	Electric Bill - 6th St
2870	05/12/2015	Claims	1	12342	Benton REA	2,493.65	IT Professional Services; Water Tower Regular Bill; Virtual Domain
			001 - 518 88 41 000 -		Professional Services	2,414.72	IT Professional Services
			001 - 518 88 41 000 -		Professional Services	9.95	Virtual Domain
			403 - 534 80 47 000 -		Public Utility Services	68.98	Water Tower Regular Bill
2871	05/12/2015	Claims	1	12343	Blumenthal	2,267.84	Holster - Orate; Vest, 2 Carrier & 2016 Shooter Cut Black - S. Orate; Shirt, Sew Emblem Sleeve & Badge, Pant - S. Hellyer; Vest & 2 Carrier - C. Baugh Reserve; Sew Emblem On Sleeve & Badge L. Reed
			001 - 521 20 21 000 -		Uniforms & Equipment	412.45	Shirt, Sew Emblem Sleeve & Badge, Pant - S. Hellyer
			001 - 521 20 21 000 -		Uniforms & Equipment	841.65	Vest & 2 Carrier - C. Baugh Reserve
			001 - 521 20 21 000 -		Uniforms & Equipment	8.15	Sew Emblem On Sleeve & Badge L. Reed
			149 - 521 20 21 149 -		Law Enforcement -Uniform	151.99	Holster - Orate
			149 - 521 20 21 149 -		Law Enforcement -Uniform	853.60	Vest, 2 Carrier & 2016 Shooter Cut Black - S. Orate
2872	05/12/2015	Claims	1	12344	Boys & Girls Clubs	6,250.00	Boys & Girls Club
			001 - 571 22 41 001 -		Professional Services	6,250.00	Boys And Girls Club
2873	05/12/2015	Claims	1	12345	Brown's Tire Co Inc	141.72	60 Month Battery & Installation Service; Sealer Per Pump Tire Sealant
			001 - 518 31 31 000 -		Office & Operating Supplies	109.14	60 Month Battery & Installation Service
			001 - 576 80 31 000 -		Office & Operating Supplies	32.58	Sealer Per Pump Tire Sealant
2874	05/12/2015	Claims	1	12346	Cascade Analytical	289.85	Enviro Management Fee, Total % Solids & Fecal Solid; Environmental Mngmt; Kjeldahl Total Nitrogen; Total Percent Solids; Fecal MPN A-1 Conversion
			407 - 535 80 41 000 -		Professional Services	83.43	Enviro Management Fee, Total % Solids & Fecal Solid
			407 - 535 80 41 000 -		Professional Services	44.50	Environmental Mngmt
			407 - 535 80 41 000 -		Professional Services	44.50	Kjeldahl Total Nitrogen
			407 - 535 80 41 000 -		Professional Services	58.71	Total Percent Solids
			407 - 535 80 41 000 -		Professional Services	58.71	Fecal MPN A-1 Conversion
2875	05/12/2015	Claims	1	12347	Cascade Natural Gas Corp	1,670.62	Natural Gas; Natural Gas; Natural Gas; Natural Gas; Natural Gas; Natural Gas
			001 - 518 31 47 000 -		Public Utility Services	69.26	Natural Gas
			407 - 535 80 47 000 -		Public Utility Services	21.73	Natural Gas
			407 - 535 80 47 000 -		Public Utility Services	1,189.82	Natural Gas
			102 - 542 90 47 000 -		Public Utility Services	146.12	Natural Gas
			001 - 572 50 47 000 -		Public Utility Services	141.06	Natural Gas
			001 - 576 20 47 000 -		Public Utility Services	102.63	Natural Gas
2876	05/12/2015	Claims	1	12348	Centurylink Communications Inc	155.34	Longdistance Telephone Bill
			001 - 518 31 42 000 -		Communications	92.49	Longdistance Telephone Bill
			403 - 534 80 42 000 -		Communications	18.84	Longdistance Telephone Bill
			407 - 535 80 42 000 -		Communications	11.75	Longdistance Telephone Bill
			448 - 537 80 42 000 -		Communications	8.06	Longdistance Telephone Bill
			403 - 539 20 42 000 -		Communications	8.03	Longdistance Telephone Bill

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			102 - 542 90 42 000 -		Communications	8.14	Longdistance Telephone Bill
			102 - 543 30 42 102 -		Communication	8.03	Longdistance Telephone Bill
<b>2877</b>	<b>05/12/2015</b>	<b>Claims</b>	<b>1</b>	<b>12349</b>	<b>Charter Communications</b>	<b>130.00</b>	<b>City Hall Internet Usage</b>
			001 - 518 88 42 000 -		Communications	130.00	City Hall Internet Usage
<b>2878</b>	<b>05/12/2015</b>	<b>Claims</b>	<b>1</b>	<b>12350</b>	<b>Cities Insurance Assoc</b>	<b>645.28</b>	<b>Insurance For New Waste Water Vehicles</b>
			407 - 535 80 46 000 -		Insurance	645.28	Insurance For New Waste Water Vehicles
<b>2879</b>	<b>05/12/2015</b>	<b>Claims</b>	<b>1</b>	<b>12351</b>	<b>Commercial Tires</b>	<b>984.42</b>	<b>Tractor Repair</b>
			403 - 534 80 31 000 -		Office & Operating Supplies	246.11	Tractor Repair
			403 - 539 20 31 000 -		Office & Operating Supplies	246.11	Tractor Repair
			102 - 542 30 31 000 -		Office & Operating Supplies	246.11	Tractor Repair
			001 - 576 80 31 000 -		Office & Operating Supplies	246.09	Tractor Repair
<b>2880</b>	<b>05/12/2015</b>	<b>Claims</b>	<b>1</b>	<b>12352</b>	<b>Cook's True Value</b>	<b>824.44</b>	<b>Mini Clamps; BRS Nipple, Valve, Adapter &amp; Connector; 8oz Aero Clean System; Mod Jack Plug, DSL Phone Line Filter; Digging Bar, Bow Rake, Shovel, Key Set, Hacksaw, Screwdriver Set, Pliers, Utility Knif</b>
			001 - 518 31 31 000 -		Office & Operating Supplies	1.80	Fasteners
			001 - 518 31 31 000 -		Office & Operating Supplies	13.33	Clothes Hook, Plant Saucer & Rod/Shelf Bracket
			001 - 518 31 31 000 -		Office & Operating Supplies	4.66	MP Select Cover
			001 - 518 31 31 000 -		Office & Operating Supplies	5.68	Release Clamp & Fasteners
			001 - 524 20 31 000 -		Office & Operating Supplies	17.35	8oz Aero Clean System
			403 - 534 80 31 000 -		Office & Operating Supplies	17.35	3PK C Battery
			403 - 534 80 31 000 -		Office & Operating Supplies	14.11	HD Rivetool
			403 - 534 80 31 000 -		Office & Operating Supplies	4.66	Rubb Tape
			403 - 534 80 31 000 -		Office & Operating Supplies	12.57	Vinyl
			407 - 535 80 31 000 -		Office & Operating Supplies	315.88	Digging Bar, Bow Rake, Shovel, Key Set, Hacksaw, Screwdriver Set, Pliers, Utility Knife & Hammer
			407 - 535 80 31 000 -		Office & Operating Supplies	65.14	Casoron Granule
			407 - 535 80 31 000 -		Office & Operating Supplies	111.80	Ext Cord, Mens Cow Glove & 3pk Nitrile Gloves
			403 - 539 20 31 000 -		Office & Operating Supplies	15.51	Mod Jack Plug, DSL Phone Line Filter
			403 - 539 20 31 000 -		Office & Operating Supplies	4.88	FPT Connector
			102 - 542 70 31 000 -		Office & Operating Supplies	22.43	UPS Shipping
			001 - 569 21 31 000 -		Office & Operating Supplies	21.71	GFCI Outlet
			001 - 576 20 31 000 -		Office & Operating Supplies	14.01	Mini Clamps
			001 - 576 20 31 000 -		Office & Operating Supplies	80.95	BRS Nipple, Valve, Adapter & Connector
			001 - 576 80 31 000 -		Office & Operating Supplies	8.99	Wire Connectors
			001 - 576 80 31 000 -		Office & Operating Supplies	35.89	Adapter, Tee, PVC Pipe, Male Elbow
			001 - 576 80 31 000 -		Office & Operating Supplies	7.59	Poly Hose
			001 - 576 80 31 000 -		Office & Operating Supplies	9.76	Sprinkler Head Wrench
			001 - 576 80 31 000 -		Office & Operating Supplies	5.60	Redu Bushing
			001 - 576 80 31 000 -		Office & Operating Supplies	12.79	AP Caulk & Fasteners
<b>2881</b>	<b>05/12/2015</b>	<b>Claims</b>	<b>1</b>	<b>12353</b>	<b>Robert C Elder</b>	<b>67.84</b>	<b>SWAC &amp; LEOFF Meeting - Travel Mileage</b>
			001 - 511 60 43 000 -		Travel	67.84	SWAC & LEOFF Meeting - Travel Mileage
<b>2882</b>	<b>05/12/2015</b>	<b>Claims</b>	<b>1</b>	<b>12354</b>	<b>Elliot Tire Service</b>	<b>274.92</b>	<b>PD Vehicles 13-1 Tires</b>
			001 - 521 20 48 000 -		Repairs & Maintenance	274.92	PD Vehicles 13-1 Tires
<b>2883</b>	<b>05/12/2015</b>	<b>Claims</b>	<b>1</b>	<b>12355</b>	<b>General Pacific Inc</b>	<b>3,061.81</b>	<b>Badger Meters</b>
			403 - 534 80 35 000 -		Small Tools & Minor Equipm	3,061.81	Badger Meters

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2884	05/12/2015	Claims	1	12356	Grace Fellowship	1.05	Refund inactive customer credit balance
					448 - 343 71 00 000 - Garbage Service Charges	-250.00	
					603 - 586 00 00 000 - Utility Deposits Refunded	-248.95	
2885	05/12/2015	Claims	1	12357	Leaf	177.59	PD Copy Machine Lease
					001 - 514 23 45 000 - Operating Rentals & Leases	177.59	PD Copy Machine Lease
2886	05/12/2015	Claims	1	12358	MPI Farms	94.85	Refund inactive customer credit balance
					403 - 343 41 00 000 - Water Revenues	150.00	
					603 - 586 00 00 000 - Utility Deposits Refunded	244.85	
2887	05/12/2015	Claims	1	12359	The Markets LLC	61.82	Super Chil Water & Ice; Super Chil Water; Ice; Super Chil Water
					407 - 535 80 31 000 - Office & Operating Supplies	25.97	Super Chil Water & Ice
					407 - 535 80 31 000 - Office & Operating Supplies	16.68	Super Chil Water
					407 - 535 80 31 000 - Office & Operating Supplies	5.22	Ice
					407 - 535 80 31 000 - Office & Operating Supplies	13.95	Super Chil Water
2888	05/12/2015	Claims	1	12360	John H Markus	50.00	PIP Training - Meal & Fuel Reimbursement
					001 - 521 20 43 000 - Travel	50.00	PIP Training - Meal & Fuel Reimbursement
2889	05/12/2015	Claims	1	12361	Christiana J Mendoza	29.20	MPS Update Training - Travel
					001 - 521 20 43 000 - Travel	29.20	MPS Update Training - Travel
2890	05/12/2015	Claims	1	12362	Mid-Columbia Library	15,321.72	Mid Columbia Library
					001 - 572 20 51 000 - Intergov't Professional Serv	15,321.72	Mid- Columbia Libraries
2891	05/12/2015	Claims	1	12363	Guadalupe J Montelongo	238.51	Sergant's Academy - Meals & Fuel Purchase
					001 - 521 20 43 000 - Travel	212.00	Sergant's Academy - Meals
					001 - 521 20 43 000 - Travel	26.51	Sergant's Academy -Fuel Purchase
2892	05/12/2015	Claims	1	12364	Moon Security	54.95	Basic Commercial Monitoring
					001 - 521 20 41 000 - Professional Services	54.95	Basic Commercial Monitoring
2893	05/12/2015	Claims	1	12365	Office Depot	523.84	Wall Clock, Binder, Keyborad/Mouse, Tape, Wall File; Blue Weave Bin; Wall Clock; Keyboard/Mouse (2), Paper, Pens, Ink
					001 - 514 23 31 000 - Office & Operating Supplies	167.01	Wall Clock, Binder, Keyborad/Mouse, Tape, Wall File
					001 - 514 23 31 000 - Office & Operating Supplies	8.68	Blue Weave Bin
					001 - 514 23 31 000 - Office & Operating Supplies	36.91	Wall Clock
					001 - 514 23 31 000 - Office & Operating Supplies	229.34	Keyboard/Mouse (2), Paper, Pens, Ink
					001 - 571 22 31 001 - Office & Operating Supplies	54.73	Keyboard/Mouse (2), Paper, Pens, Ink
					001 - 576 20 31 000 - Office & Operating Supplies	27.17	Wall Clock, Binder, Keyborad/Mouse, Tape, Wall File
2894	05/12/2015	Claims	1	12366	Oxarc	393.87	North F/Aid (5) Kit 16U Dot
					407 - 535 80 31 000 - Office & Operating Supplies	393.87	4974APS
2895	05/12/2015	Claims	1	12367	Pocketinet Communications	398.00	Wide Area Network, Dedicated 3 Mbps
					001 - 518 88 42 000 - Communications	398.00	Wide Area Network, Dedicated 3 Mbps
2896	05/12/2015	Claims	1	12368	Prosser Economic Development A	3,583.33	Contract For Service, Grant Writer Agreement
					001 - 558 70 41 000 - Professional Services	2,166.66	Contract For Services
					001 - 558 70 41 000 - Professional Services	1,416.67	Grant Writer Agreement
2897	05/12/2015	Claims	1	12369	Prosser Manor Apartments	5.00	Rental License Refund

## CHECK REGISTER

City Of Prosser  
MCAG #: 0205

05/01/2015 To: 05/31/2015

Time: 13:57:39 Date: 05/12/0016

Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 321 99 01 000		Rental License	-5.00	Rental License Refund
2898	05/12/2015	Claims	1	12370	Prosser Napa	41.25	Shop Towels In A Box
			407 - 535 80 31 000		Office & Operating Supplies	41.25	Shop Towels In A Box
2899	05/12/2015	Claims	1	12371	Prosser, City Of	17,909.90	Water Bill - April
			001 - 518 31 47 000		Public Utility Services	531.10	Water Bill - April
			403 - 534 80 47 000		Public Utility Services	1,828.34	Water Bill - April
			407 - 535 80 47 000		Public Utility Services	6,381.55	Water Bill - April
			102 - 542 90 47 000		Public Utility Services	1,594.97	Water Bill - April
			001 - 569 21 47 000		Public Utility Services	529.04	Water Bill - April
			001 - 572 50 47 000		Public Utility Services	463.39	Water Bill - April
			001 - 576 20 47 000		Public Utility Services	1,335.50	Water Bill - April
			001 - 576 80 47 000		Public Utility Services	5,246.01	Water Bill - April
2900	05/12/2015	Claims	1	12372	RSI Plastic Cards	304.40	PAC Yellow Card (Swim Team)
			001 - 576 20 31 000		Office & Operating Supplies	304.40	PAC Yellow Card (Swim Team)
2901	05/12/2015	Claims	1	12373	Rainwater Water Co	57.48	Cooler Rent - April; Cooler Rent - March; Waters
			407 - 535 80 31 000		Office & Operating Supplies	10.74	Cooler Rent
			407 - 535 80 31 000		Office & Operating Supplies	10.74	Cooler Rent
			407 - 535 80 31 000		Office & Operating Supplies	36.00	Waters
2902	05/12/2015	Claims	1	12374	Ranch & Home Inc	679.21	Hitch Ball, Hitch Pin, Ratch/Straps & Tool Box; Retractable Air Hose Reel 50'
			407 - 535 80 31 000		Office & Operating Supplies	548.90	Hitch Ball, Hitch Pin, Ratch/Straps & Tool Box
			407 - 535 80 31 000		Office & Operating Supplies	130.31	Retractable Air Hose Reel 50'
2903	05/12/2015	Claims	1	12375	Saxton Riley, PLLC	8,357.88	SMP Update; 15-03 Sheffield Expansion; Records Request (Civil); Records Request (Criminal); Prosser Police Department; Planning; Administrative (Civil); 14-13 Sewer Expansion; Sewer Dept; Streets; Wate
			001 - 512 50 41 000		Professional Services	3,000.00	Prosecution April 2015
			001 - 515 30 41 000		Professional Services	20.00	Records Request (Civil)
			001 - 515 30 41 000		Professional Services	500.00	Records Request (Criminal)
			001 - 515 30 41 000		Professional Services	180.00	Prosser Police Department
			001 - 515 30 41 000		Professional Services	477.88	Planning
			001 - 515 30 41 000		Professional Services	2,540.00	Administrative (Civil)
			403 - 534 80 41 000		Professional Services	13.33	Water Department
			407 - 535 80 41 000		Professional Services	160.00	Sewer Dept
			407 - 535 80 41 000		Professional Services	13.33	Water Department
			448 - 537 80 41 000		Professional Services	13.34	Water Department
			102 - 542 70 41 102		Professional Services	60.00	Public Works Dept
			102 - 542 70 41 102		Professional Services	80.00	Empire Subd-Village
			102 - 542 90 41 000		Professional Services	160.00	Streets
			001 - 558 60 41 000		Professional Services	100.00	15-03 Sheffield Expansion
			001 - 558 60 41 000		Professional Services	720.00	14-13 Sewer Expansion
			001 - 558 60 41 001		Professional Services-SMP	120.00	SMP Update
			001 - 576 80 41 000		Professional Services	60.00	Public Works Dept
			403 - 594 34 41 005		Capital Expenditures/Expense	8.80	Public Works Dept
			420 - 594 34 41 420		Professional Services	40.00	Public Works Dept
			303 - 595 10 41 000		Roads/Streets Const. & Other	20.00	Public Works Dept
			304 - 595 10 41 304		Roads/Streets Const. & Other	60.00	Public Works Dept
			305 - 595 63 41 305		Roads/Streets Const. & Other	11.20	Public Works Dept

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2904	05/12/2015	Claims	1	12376 Taylor Plumbing	135.75	Unjammed/Removal Of Spoon - Senior Center
		001 - 569 21 48 000 - Repairs & Maintenance			135.75	Unjammed/Removal Of Spoon - Senior Center
2905	05/12/2015	Claims	1	12377 Toro Company	160.00	Repairs To Sprinkler Control Valves
		403 - 539 20 48 000 - Repairs & Maintenance			80.00	Repairs To Sprinkler Control Valves
		403 - 539 20 48 000 - Repairs & Maintenance			80.00	Repairs To Sprinkler Control Valves
2906	05/12/2015	Claims	1	12378 Valley Pipe Co	167.35	PGP Ads, Sandvick Saw, Kwik Cut
		001 - 576 80 31 000 - Office & Operating Supplies			167.35	PGP Ads, Sandvick Saw, Kwik Cut
2907	05/12/2015	Claims	1	12379 Valley Publishing Co Inc	174.00	Notice Of Complete App & Opt. Mitigated Determination Of Nonsignificance; Notice Of Public Hearing
		001 - 558 60 41 000 - Professional Services			117.00	Notice Of Complete App & Opt. Mitigated Determination Of Nonsignificance
		001 - 558 60 41 000 - Professional Services			57.00	Notice Of Public Hearing
2908	05/12/2015	Claims	1	12380 Van Meter & Associates, Inc	150.00	Tuition "Preformance Improvement Prog. E. Blackburn
		001 - 521 20 49 000 - Miscellaneous			150.00	Tuition "Preformance Improvement Prog. E. Blackburn
2909	05/12/2015	Claims	1	12381 Verizon Wireless	438.95	Police MDT Data Usage
		001 - 521 20 42 000 - Communications			438.95	Police MDT Data Usage
2910	05/12/2015	Claims	1	12382 WA Dept Of Commerce	17,584.62	Loan Payment - PW-01-691-052
		407 - 591 35 78 000 - Intergovernmental Loans			17,037.98	Loan Payment - PW-01-691-052
		407 - 592 35 83 000 - Interest On Long-Term Exterr			546.64	Loan Payment - PW-01-691-052
2911	05/12/2015	Claims	1	12383 Correctional Industries WA Dept of Corrections	3,122.86	Office Desk - Toni & Elia
		001 - 514 23 35 000 - Small Tools & Minor Equipm			3,122.86	Office Desk- Toni & Elia
2912	05/12/2015	Claims	1	12384 The Wesley Group	1,080.00	Labor Relations Consultation
		001 - 518 10 41 000 - Professional Services			1,080.00	Labor Relations Consultation
2913	05/12/2015	Claims	1	12385 West Benton Fire Rescue	27,850.00	IPS: April 2015
		001 - 522 10 51 000 - Intergov't Professional Srvc-F			27,850.00	IPS-Fire Dept
2914	05/12/2015	Claims	1	12386 Whitney Equipment Co Inc	10,474.19	LS#4 Repairs To Pump
		407 - 535 80 48 000 - Repairs & Maintenance			10,474.19	LS#4 Repairs To Pump
2915	05/12/2015	Claims	1	12387 Wildlands	135.77	Refund inactive customer credit balance
		603 - 586 00 00 000 - Utility Deposits Refunded			135.77	
		320 Licenses & Permits			5.00	
		511 Legislative			67.84	
		512 Judicial			13,072.94	
		514 Financial, Recording & Elections			4,022.33	
		515 Legal Services			3,717.88	
		518 Centralized Services			5,868.49	
		521 Law Enforcement			3,207.87	
		522 Contracted Services			27,850.00	
		523 Detention/Correction			62.42	
		524 Protective Inspections			17.35	
		558 Planning & Community Devel			4,702.73	
		569 Senior Center			686.50	
		571 Education & Recreation			6,457.70	
		572 Libraries			15,926.17	

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		576 Park Facilities			7,697.31	
		580 Non Expeditures			54.00	
	001 General Fund				93,416.53	
		542 Streets - Maintenance			2,531.44	
		543 Streets Admin & Overhead			8.03	
	102 Street Fund				2,539.47	
		521 Law Enforcement			1,005.59	
	149 Public Safety Sales Tax Fund				1,005.59	
		594 Capital Expenditures			20.00	
	303 7th Street ADA Sidewalk Ramp Improvement Proje				20.00	
		594 Capital Expenditures			60.00	
	304 OIE Highway Improvements - Phase 2 Fund				60.00	
		594 Capital Expenditures			11.20	
	305 Energy Efficiency Improvement Project				11.20	
		340 Charges For Goods & Services			-150.00	
		534 Water Utilities			5,837.33	
		539 Irrigation And Reclamation			524.17	
		594 Capital Expenditures			8.80	
	403 Water Fund				6,220.30	
		535 Sewer			21,027.21	
		591 Debt Service - Principal Repayment			17,584.62	
	407 Sewer Fund				38,611.83	
		594 Capital Expenditures			40.00	
	420 Zone 2.5 Water Supply Improv				40.00	
		340 Charges For Goods & Services			250.00	
		537 Garbage & Solid Waste			111.03	
	448 Garbage Fund				361.03	
		580 Non Expeditures			131.67	
	603 Consumer Utility Deposit Fund				131.67	
						Claims: 142,417.62
					142,417.62	

\* Transaction Has Mixed Revenue And Expense Accounts



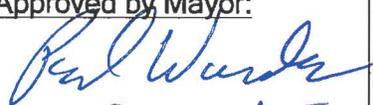
Signature



Date

CITY OF PROSSER, WASHINGTON

**AGENDA BILL**

<p><b>Agenda Title:</b> Accept Monthly Report by Prosser Economic Development Association for the month of March 2015 and authorize payment for those services in the amount of \$2,166.66 and authorize payment in the amount of \$1,416.67 for Grant Writer Services.</p>		<p><b>Meeting Date:</b> May 12, 2015 Regular Meeting</p>	
<p><b>Department:</b> Finance</p>	<p><b>Director:</b> Toni Yost</p>	<p><b>Contact Person:</b> Elia Lara</p>	<p><b>Phone Number:</b> (509) 786-2332</p>
<p><b>Cost of Proposal:</b> \$3,666.70</p>		<p><b>Account Number:</b> 001-558-519-70-41</p>	
<p><b>Amount Budgeted:</b> \$43,000.00</p>		<p><b>Name and Fund#</b> General Fund - Professional Services</p>	
<p><b>Reviewed by Finance Department:</b></p> <p style="text-align: center;"></p>			
<p><b>Attachments to Agenda Packet Item:</b></p> <ol style="list-style-type: none"> <li>1. Invoice Number 2227 for March 2015 contracted service</li> <li>2. PED A Monthly Report for February 2015</li> </ol>			
<p><b>Summary Statement:</b></p> <p>Check has been reviewed and approved by department heads, the Finance Director, and Mayor as necessary. Check no. 12222 has been generated for Council approval.</p>			
<p><b>Consistent with or Comparison to:</b></p> <p>City's policy to pay bills in a timely manner.</p>			
<p><b>Recommended City Council Action/Suggested Motion:</b></p> <p>Accept Monthly Report by Prosser Economic Development Association for the month of March 2015 and authorize payment for those services in the amount of \$2,166.66 and authorize payment in the amount of \$1,416.67 for Grant Writer Services.</p>			
<p><b>Reviewed by Department Director:</b></p> <p style="text-align: center;"><i>Tyost</i></p> <p><b>Date:</b> <i>5/8/15</i></p>	<p><b>Reviewed by City Attorney:</b></p> <p style="text-align: center;">N/A</p> <p><b>Date:</b></p>	<p><b>Approved by Mayor:</b></p> <p style="text-align: center;"></p> <p><b>Date:</b> <i>5-8-15</i></p>	
<p><b>Today's Date:</b> May 6, 2015</p>	<p><b>Revision Number/Date:</b></p>	<p><b>File Name and Path:</b></p>	

**Invoice**

DATE	INVOICE #
3/31/2015	2227

<b>BILL TO</b>
CITY OF PROSSER 601 7th Street PROSSER WA 99350

001-558-70-41

\* SPZ

DESCRIPTION	AMOUNT
CONTRACT FOR SERVICES - March 2015	2,166.66
GRANT WRITER AGREEMENT - March 2015	1,416.67
<b>Total</b>	<b>\$3,583.33</b>

Thank you!

**Prosser Economic Development Association**  
Board of Directors Meeting Minutes  
February 5, 2015

Attendees: Julie Petersen, Scott Pontin, Marvin Ward, Dianne Torres, Cody Buckendorf, Dick Poteet, Rob Siemens, Bill Jenkin, Brian Sollers, Jeff Andrews, Keith Sattler and Deb Heintz, .

Absent: Brian Newhouse, Josh Mott, Shon Small, Troy Berglund, Bob Stevens, Tyson Jones, Jenny Sparks and Michelle Moyer.

**Minutes** for January 8, 2015, motion to approve by Bill Jenkin, seconded by Marvin Ward – motion carried.

**Financial Report**, motion to approve as presented by Keith Sattler, seconded by Scott Pontin – motion carried.

**Director's Report for January**

RECRUITMENT

**Project Knockout** – This is the Shopko project. Took a road trip with the city to Quincy, where a similar home store Shopko was opened in November. Pictures were taken of the products and brought back to share with Prosser businesses. Ground should be broken in early February for construction.

**Project Fit** – Follow-up with the client on progress. Seems excited to be working with small business development center (SBDC). There are several homework items that need to be completed by the clients before the next meeting with SBDC.

**Project Mobile** – This client has patiently been waiting for water/sewer hookup on property. Large boulders have prevented the property owner from using the usual excavating business. There was confusion as to where the city hookup was allowed. It is expected that the client will be opening for business sometime in February.

**Project WW & ER** – A meeting was requested by someone that was raised in Prosser, but now lives in Sunnyside. He has an enormous project that he would like to place in Union Gap. Because of the location of this business, it was explained about Prosser EDA's service area and referred client to City of Union Gap, as well as to Dave McFadden of New Vision. Agreed to read the executive summary and business plan to share comments and suggestions. Project start-up costs are estimated at \$163million and it was strongly encouraged to break the project down to begin with the section that would net the most and to put the project in phases and much smaller scale.

**Project PAB** – Met with client to talk about his ideas on expansion. He has the opportunity to purchase a building next door for future growth. Set up appointment with the city to ask questions regarding restrictions or building requirement that would be requested from the city.

There was a potential zoning issue, but suggestions were made to resolve. Overall, it was a great meeting and believe the client will be moving forward in purchasing the building to expand his business.

**Strategic Planning** - Working to implement board comments and suggestions from last month. It was also suggested to scale down to produce a one page document for public use. Will continue to work on this and have partnered with Bryson Bailey from Tridex to assist in this process.

**2014 Grant Writing Program** – Time allocations for 2014 amounted to: Hospital-32%; Port-33%; City-27%; Clore-8%. \$14.73 returned to the community for every \$1 invested into the program. Thanks goes to Sue Jetter for her work and success!

**Cyber Security Workshop** – Prosser EDA has partnered with Conover Insurance to provide a workshop for lower valley business owners. This event, to take place on March 19<sup>th</sup>, 6pm is open to the public and will cover tips to avoid identity theft, ways your identity is stolen, how your information is used. Fee is \$10 at the door and includes food and beverage. Keynote speaker, Gene Puggetti is a cyber liability consultant who travels the northwest to educate on cyber security.

**Annual Meeting Speaker** – The organization committee will be meeting very soon to organize the annual meeting. We have been in conversation with Kris Johnson, executive director for the Association of Washington Businesses as a possible keynote speaker. The date of the annual meeting is dependent upon the speaker availability.

**ShopKo Visit** – The city and Prosser EDA visited the Home Store-ShopKo in Quincy. This store recently opened in November. In talking with their store manager, they employ 7 people; most employees were recruited from the local area. Pictures were taken of the products and shared with our local businesses. It is believed that our local Prosser Food Depot will be affected the most because there are identical products on the shelves of Shopko with a lower price point.

**EDA Technical Assistance Grant** – Prosser EDA has suggested that an EDA Technical Assistant grant be sought for the city's sprayfield property. Dave Porter, regional manager for EDA will be coming to Prosser late February to be provided this information and if the project is applicable. This is a matching/in-kind grant match.

#### **Comments from the Board**

2015 Speakers list was reviewed with room for ideas for future speakers and/or tour suggestions.

Deb Heintz attended the Tri-City Regional Economic Outlook workshop and will email out the power point program that was presented.

It was suggested to address the Organization committee to reduce the number of board members required to make a quorum for the Prosser EDA meetings.

Bill Jenkin working on his new building that will house a tasting and cigar business.

Marvin Ward, who sits on the housing committee, is excited to see the direction it is taking on housing within the city of Prosser.

Dick Poteet reported the Historic Downtown Prosser Association will start the First Friday events on April 1<sup>st</sup>. On May 2<sup>nd</sup>, 2015 it will present a new event called the "Kentucky Derby" which will be held at the Horse Heaven Brewery, more to come. HDPa is working on their membership drive as well as the Façade Grant program with 5 applications in various degrees of progress.

Keith Sattler stated the Prosser Chamber of Commerce had a break in recently, with the big screen TV and some wine being the only items taken.

Brian Sollers stated a new doctor, Dr. Weaver, will be joining the Kadlac Medical clinics.

Dianne Torres mentioned the merger of AmericanWest Bank with Banner Bank will be great for the community as more products will be offered to assist individuals and businesses with their banking needs.

Scott Pontin is gearing up for the Red Wine and Chocolate event taking place on February 14<sup>th</sup>.

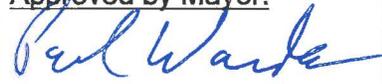
Next Housing Committee meeting will be on February 11, 2015 at 4:30 in the Walter Clore conference room.

Julie Petersen adjourned the meeting.

Deb Heintz introduced the speaker, Gary White of Tri-Cities Development Council known as Tridec who talked about the FABREO survey and the direction it is taking based on the results of the survey.

**CITY OF PROSSER, WASHINGTON**

**AGENDA BILL**

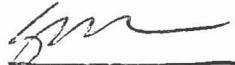
<b>Agenda Title:</b> Accept Monthly Report by Prosser Economic Development Association for the month of April 2015 and authorize payment for those services in the amount of \$2,166.66 and authorize payment in the amount of \$1,416.67 for Grant Writer Services.		<b>Meeting Date:</b> May 12, 2015 Regular Meeting	
<b>Department:</b> Finance	<b>Director:</b> Toni Yost	<b>Contact Person:</b> Elia Lara	<b>Phone Number:</b> (509) 786-2332
<b>Cost of Proposal:</b> \$3,666.70		<b>Account Number:</b> 001-558-519-70-41	
<b>Amount Budgeted:</b> \$43,000.00		<b>Name and Fund#</b> General Fund - Professional Services	
<b>Reviewed by Finance Department:</b> 			
<b>Attachments to Agenda Packet Item:</b> 1. Invoice Number 2233 for April 2015 contracted service 2. PEDA Monthly Report for March 2015			
<b>Summary Statement:</b>  Check has been reviewed and approved by department heads, the Finance Director, and Mayor as necessary. Check no. 12368 has been generated for Council approval.			
<b>Consistent with or Comparison to:</b> City's policy to pay bills in a timely manner.			
<b>Recommended City Council Action/Suggested Motion:</b> Accept Monthly Report by Prosser Economic Development Association for the month of April 2015 and authorize payment for those services in the amount of \$2,166.66 and authorize payment in the amount of \$1,416.67 for Grant Writer Services.			
<b>Reviewed by Department Director:</b>  T. Yost Date: 5/8/15	<b>Reviewed by City Attorney:</b>  N/A Date:	<b>Approved by Mayor:</b>  Date: 5-8-15	
<b>Today's Date:</b> May 6, 2015	<b>Revision Number/Date:</b>	<b>File Name and Path:</b>	

**Invoice**

DATE	INVOICE #
4/30/2015	2233

<b>BILL TO</b>
CITY OF PROSSER 601 7th Street PROSSER WA 99350

001-558-70-41

\* 

DESCRIPTION	AMOUNT		
CONTRACT FOR SERVICES - April 2015	2,166.66		
GRANT WRITER AGREEMENT - April 2015	1,416.67		
<table border="1" style="width: 100%;"> <tr> <td>Thank you!</td> <td style="text-align: right;"><b>Total</b> \$3,583.33</td> </tr> </table>		Thank you!	<b>Total</b> \$3,583.33
Thank you!	<b>Total</b> \$3,583.33		



## Prosser Economic Development Association

### Board of Directors Meeting Minutes

March 5, 2015

**Attendees:** Michelle Moyer, Josh Mott, Jane Hagarty, Jenny Sparks, Dianne Torres, Bob Stevens, Scott Pontin, Keith Sattler, Marvin Ward, Rob Siemens, Shon Small, Julie Peterson, Jeff Andrews, Brian Sollers, Troy Berglund, Dick Poteet and Deb Heintz.

**Absent:** Brian Newhouse, Bill Jenkin, Cody Buckendorf Scott Wingert and Tyson Jones.

**Minutes** for February 5, 2015 were submitted. Motion to approve by Shon Small, seconded by Scott Pontin, motioned carried.

**Financial Report** motion to approve by Shon Small, seconded by Scott Pontin, motioned carried.

#### **Directors Report:**

##### **RECRUITMENT**

**Project Knockout** – ShopKo has broken ground this past week. They are projecting to be open by the first week in August. This will be a 25,000 sq. ft. building; site is 2.63 acres with 94 parking spaces.

**Project Fit** – Follow-up with the client on progress. Called SBDC to check if clients have scheduled an appointment. Contacted client to encourage them to schedule time with SBDC.

**Project WW & ER** – Read the executive summary and business plan submitted for this \$163million project. While there were pieces of this plan that could generate revenue, it was very questionable as to the net result of such huge start-up costs. Talked again with the individual and shared some comments and suggestions. Breaking down the project into manageable pieces and starting with the component that will generate the largest sum of revenue would be step one to this process. This project is proposed for the Yakima area.

**Project PAB** – Continued progress has been made regarding this company's future expansion efforts. Initial questions were answered from meeting with the city. Next will be continued due diligence with the intent of moving forward to purchase a neighboring building for expansion.

**Project Marketing** - Existing business in Tri-Cities has decided to expand to two locations by leasing office space and building business leads in Prosser. Welcomed them to the community and excited to have them here. Doors to officially open in March.

**Project SEIP** – This existing business is located outside city limits and would like to open a storefront in downtown Prosser. Contacted business owner; appointment will be set up for future discussion on this expansion.

**Project DB** – Contacted by property owner hoping to find a future business tenant. This is not listed by a realtor. Currently the property is leased out, but within 2years, a new lease will be needed. Property is in a nice downtown location.

**Strategic Planning** - Met with Bryson Bailey of Tridec to review the strategic plan draft. He proposed ideas and made comments and suggestions. He offered to assist in working to fine-tuning the target market. The plan has been sent to the executive board for comments and now being sent to the full board for potential approval at the March board meeting. Thanks went to Michelle Moyer, who took the strategic draft and came up with a scorecard for initiatives to complete in 2015 and 2016 for the committees. Board members will have the opportunity to review the scorecard and bring

comments/suggestions back to the April board meeting. It was encouraged that each board member volunteer to serve on one of the committees:

Project Specific Committee   Business Recruitment & Expansion Committee   Organization Committee  
Housing Sub Committee  
Water Sub Committee

**Cyber Security Workshop** – Prosser EDA has partnered with Conover Insurance to provide a workshop for lower valley business owners. This event will take place on March 19<sup>th</sup>, 6pm, is open to the public and will cover tips to avoid identity theft, ways your identity is stolen and how your information is used. Fee is \$10 at the door and includes food and beverage. Keynote speaker, Gene Pugnetti is a cyber liability consultant who travels the northwest to educate on cyber security. Continued working to promote by submitting ads for publication, printed posters and flyers to hand out to businesses.

**Annual Meeting Speaker** – The organization committee will be meeting to plan the annual meeting. We have been in conversation with Mike Schwenk, Chair of Association of Washington Business who has agreed to be our keynote speaker. Date to be determined. The meeting begins at 5:30 with a social time followed by the program at 6pm.

**WAWGG Conference** – This four day conference is always a great way to connect with the wine industry. Met with several business owners who service the wine industry. Walked the trade show with Bryson Bailey, Tridec and talked to exhibitors to learn more about their business. It was also an opportunity to have conversations with growers to assist in the Clore Capital Campaign. Chef Laurie Kennedy, from Horse Heaven Saloon was the featured Chef to prepare a sit down dinner for 350 during the Angel Share Auction. Michelle Moyer attended as well and stated the conference attendance was over 700 this year. The WAGG convention is outgrowing the Toyota Center and unless they expand the current conference center, WAGG will be forced to move their convention to Seattle or Spokane.

**HDPA Economic Restructuring Committee** – Meeting this week to hear a presentation on methods and tools used to put into action a visioning process for the downtown core. The committee will also be talking with Professor Dohr, from Eastern Washington University, regarding an internship position to assist with implementing this visioning process. There will also be a graphic artist presentation on how this process could be put into play through graphics.

**Building Permits & New Construction** - The number of new construction permits range from 17 to 28 per month on average. However, in February 2015 there were 27 to date. New construction costs in January and February 2015 has reached 3.4 million when some years that was the total for the whole year. It's looking to be a good year for the city.

**Committee Reminders:**

**Organization** committee will be meeting on Monday, March 9<sup>th</sup> at 6 pm.

**Water** committee has met a few times this year and will meet again on Thursday, March 12<sup>th</sup> at 1:30 pm.

**Housing** committee next meets on Wednesday, March 11<sup>th</sup> at 4:30 pm.

**Jenny Sparks** stated there will be a power outage on the evening of March 7<sup>th</sup> to the morning of March 8<sup>th</sup>. Julie Peterson mentioned that if you have a concern regarding health issues during this outage to contact PMH Medical Center for assistance.

**Josh Mott** said 2015 has been great for the hotel and RV occupancy. Typically January and February usually are slower months, which has not been the case for 2015.

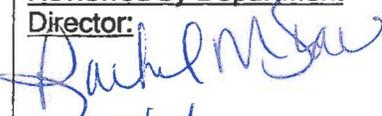
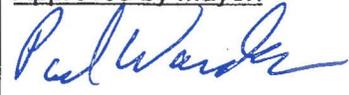
Next Prosser EDA Board Meeting will be on April 2, 2015 at 5:30 pm.

Motion to adjourn by Shon Small, seconded by Scott Pontin – meeting adjourned.

Guest Speaker: Dr. Darryll Olsen, Chair of the Benton County Water Conservancy Board, presented current water situation and the request for a letter of support for Substitute SB5628.

CITY OF PROSSER, WASHINGTON

**AGENDA BILL**

<b>Agenda Title:</b> Review and confirm the appointment of Marvin Ward to the Yakima Sub-Basin Recovery Board as appointed by Mayor Warden.		<b>Meeting Date:</b> May 12, 2015 Regular Meeting	
<b>Department:</b> City Clerk	<b>Director:</b> Rachel Shaw	<b>Contact Person:</b> Rachel Shaw	<b>Phone Number:</b> (509) 786-8218
<b>Cost of Proposal:</b> n/a		<b>Account Number:</b> n/a	
<b>Amount Budgeted:</b> n/a		<b>Name and Fund#</b> n/a	
<b>Reviewed by Finance Department:</b>  NA-			
<b>Attachments to Agenda Packet Item:</b>  1. City of Prosser Boards, Commissions, and Committee Appointment Listing			
<b>Summary Statement:</b>  It is necessary to appoint a replacement member to the Yakima Sub-Basin Recovery Board. Mayor Warden has appointed Marvin Ward with a term set to expire December 31, 2015.			
<b>Consistent with or Comparison to:</b>  EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<b>Recommended City Council Action/Suggested Motion:</b> Review and confirm the appointment of Marvin Ward to the Yakima Sub-Basin Recovery Board as appointed by Mayor Warden.			
<b>Reviewed by Department Director:</b>  Date: 5/8/2015	<b>Reviewed by City Attorney:</b>  Date: 5/7/15	<b>Approved by Mayor:</b>  Date: 5-8-15	

City of Prosser  
Boards, Commissions and Committees

Name	Committee	Length of Term	Day/Time	Meeting Location	Meeting Location Address	Beginning of Current Term	Term Expiration	Date of Appointment or Reappointment
Steve Becken	Ben Franklin Transit Board	2 year term	2nd Thursday, 7:00 pm	Three Rivers Transit	7109 W Okanogan Pl.	1/1/2015	1/1/2016	12/9/2014
Randy Taylor (Alternate)	Ben Franklin Transit Board	2 year term	2nd Thursday, 7:00 pm	Three Rivers Transit	7109 W Okanogan Pl.	1/1/2015	1/1/2016	12/9/2014
Paul Parish	Benton County Clean Air Authority Board (County appoints)	4 year term	4th Thursday, 5:30 pm	Board Room	526 South Clodfelter Road Kennewick	1/1/2015	1/1/2019	1/1/2015
Paul Warden	Benton County Law & Justice Committee		2nd Tuesday, 12:00 pm	BC Sheriff's Office	7320 W. Quinault	1/1/2008	upon resignation	1/8/2008
Thomas Groom	Benton County Mosquito Control Board	2 year term	4th Monday, 7:00 pm	BCMCB Office	4951 W. Van Giesen	1/1/2013	12/31/2014	12/9/2014
Steve Becken	Benton Franklin Community Action Council		4th Thursday, 5:30 pm	BF Action Office	720 W Court St, Pasco	1/8/2008	upon resignation	1/8/2008
Randy Taylor	Benton Franklin Council of Governments		3rd Friday, 11:30 am	BFCoG Office	1622 Terminal Drive	1/8/2008	upon resignation	1/8/2008
Paul Warden (Alternate)	Benton Franklin Council of Governments		3rd Friday, 11:30 am	BFCoG Office	1622 Terminal Drive	1/1/2008	upon resignation	1/3/2008
Bob Elder	Benton Franklin Solid Waste Advisory Council	1 year term	Quarterly, 6 p.m.	WSU Ext, County Annex	5600 E W Canal Dr, Kennewick	1/1/2015	1/1/2016	12/9/2014
Tammy McKeirnan	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	5/8/2012	1/1/2017	1/14/2014
Mike Kelley	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	1/1/2011	1/1/2017	1/14/2014
Bill Riley	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	1/1/2012	1/1/2015	2/14/2012
Idalia Aguilar	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	1/1/2012	1/1/2015	8/27/2012
Gary Krebs	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	1/1/2013	1/1/2016	11/26/2013
Reuel Paradis	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	1/1/2013	1/1/2016	2/24/2015
Dan Baldwin	Board of Adjustment	3 year term	1st Thursday, 6:00 pm	City Hall	601 7th St. Prosser	1/1/2013	1/1/2016	6/22/2010
TBD	Board of Health		4th Thursday, 7:00 pm	BFHD Office	412 W Clark St., Pasco			
Marvin Ward	Budget & Finance Committee		2nd & 4th Tuesday, 5:30pm	City Hall	601 7th St. Prosser	1/1/2014		5/6/2014
Randy Taylor	Budget & Finance Committee		2nd & 4th Tuesday, 5:30pm	City Hall	601 7th St. Prosser	1/1/2013		1/8/2008
Steve Becken	Budget & Finance Committee		2nd & 4th Tuesday, 5:30pm	City Hall	601 7th St. Prosser	1/1/2013		1/8/2008
Don Aubrey	Chamber Board		2nd Friday, 7am	Chamber Conference Room	1230 Bennett Prosser	1/1/2015	12/31/2015	12/9/2014
Wyatt Cone	Civil Service Commission	6 year term	2nd Thursday, 10:30 am	City Hall	601 7th St. Prosser	1/1/2012	12/31/2015	3/13/2012
Dan Baldwin	Civil Service Commission	6 year term	2nd Thursday, 10:30 am	City Hall	601 7th St. Prosser	1/1/2012	12/31/2016	1/8/2013
Glenda Schmidt	Civil Service Commission	6 year term	2nd Thursday, 10:30 am	City Hall	601 7th St. Prosser	1/1/2012	12/31/2017	3/13/2012
Morgan Everett	Council Policy and Procedures Committee		As Needed	City Hall	601 7th St. Prosser	1/1/2008		
Randy Taylor	Council Policy and Procedures Committee		As Needed	City Hall	601 7th St. Prosser	1/1/2008		
TBD	Council Policy and Procedures Committee		As Needed	City Hall	601 7th St. Prosser	1/1/2008		
TBD	County Seat Task Force Committee		As Needed					
TBD	County Seat Task Force Committee		As Needed					
TBD	Depot, Inc.		As Needed					
TBD	Downtown Revitalization Committee		3rd Monday, noon	Depot Conference Room	1230 Bennett, Prosser			
Steve Becken	Farmer's Market Liason		4th Monday, 7:00 pm			1/8/2008		1/8/2008
TBD	Flood Hazard Management Citizens Advisory Committee		As Needed					

City of Prosser  
Boards, Commissions and Committees

Name	Committee	Length of Term	Day/Time	Meeting Location	Meeting Location Address	Beginning of Current Term	Term Expiration	Date of Appointment or Reappointment
Paul Warden	Good Roads Committee		3rd Wednesday, 6:00 pm	Location varies		1/8/2008		7/22/2014
Don Aubrey (Alternate)	Good Roads Committee		3rd Wednesday, 6:00 pm	Location varies		7/22/2014		7/22/2014
TBD	Benton Franklin Housing Continuum of Care		2nd Wednesday, 3:30 pm	BF Action Office	720 W Court St, Pasco			
TBD	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2015	12/31/2015	12/9/2014
Fred Lamb	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2015	12/31/2015	12/9/2014
Tom Denlea	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2015	12/31/2015	12/9/2014
Marilyn Dalstra	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2015	12/31/2015	12/9/2014
Morgan Everett	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2015	12/31/2015	12/9/2014
Rob Steelman	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2015	12/31/2015	12/9/2014
Robin Siemens	Hotel/Motel Local Tax Advisory Committee/TPA	1 year term	As Needed	City Hall	601 7th St. Prosser	1/1/2015	12/31/2015	12/9/2014
Bob Elder	LEOFF Board	2 year term	1st Wednesday, 2:00 pm	County Commissioner's	620 Market, Prosser	1/1/2014	12/31/2016	1/28/2014
TBD	MidColumbia Library Board (County appoints)	7 years	3rd Monday, 7:00 pm	MidColumbia Library -	405 S. Dayton, Kennewick,			
Marvin Ward	PEDA		1st Thursday, 5:30 pm	Depot Conference Room	1230 Bennett	1/1/2014	12/31/2014	12/9/2014
Paul Warden (Alternate)	PEDA		1st Thursday, 5:30 pm	Depot Conference Room	1230 Bennett	1/1/2014	12/31/2014	12/9/2014
Glenda Schmidt, Chair	Planning Commission Position No. 1	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/30/2014	6/30/2017	6/10/2014
Trevor Day	Planning Commission Position No. 2	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/26/2012	6/30/2015	11/26/2013
Robin Siemens	Planning Commission Position No. 3	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/30/2013	6/30/2016	5/6/2013
Dorothy Evans	Planning Commission Position No. 4	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/26/2012	6/30/2015	6/26/2012
Jeremy Lynn	Planning Commission Position No. 5	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/30/2013	6/30/2016	7/9/2013
Jay Boyle	Planning Commission Position No. 6	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/30/2013	6/30/2016	12/9/2014
Devina Riojas	Planning Commission Position No. 7	3 year term	3rd Thursday, 6:00 pm	City Hall	601 7th St. Prosser	6/30/2014	6/30/2017	6/10/2014
Bob Elder	Regional Fire Authority Board			Fire Department		1/10/2012		1/1/2012
Morgan Everett	Regional Fire Authority Board			Fire Department		3/24/2009		3/24/2009
Randy Taylor	Regional Fire Authority Board			Fire Department				
Randy Taylor	RTPO (Regional Transportation)		2nd Thursday, 7:00 am	Location varies				
Paul Warden (Alternate)	RTPO (Regional Transportation)		2nd Thursday, 7:00 am	Location varies				
TBD	School District Facilities Committee		As Needed					
Paul Warden	Sign Committee		As Needed			1/8/2008		1/8/2008
Marvin Ward	Yakima Sub-Basin Recovery Board	1 year term	Quarterly, 2 p.m.	1110 West Lincoln Ave. Yakima	1110 West Lincoln Ave. Yakima	1/1/2015	12/31/2015	5/5/2015
Steve Zetz	Benton and Franklin Counties Steering Committee		Annually	Dept of Human Services	7207 West Deschutes Ave Kennewick			

Last Modified: 4/30/2015

27

**CITY OF PROSSER, WASHINGTON  
601 7<sup>TH</sup> STREET  
CITY COUNCIL CHAMBERS  
CITY COUNCIL WORK SESSION  
TUESDAY, FEBRUARY 3, 2015**

**CALL TO ORDER**

Mayor Pro Tem Taylor called the Work Session 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, Hamilton, Everett, Becken, and Elder were present. Council Member Ward and Mayor Warden requested an excused absence.

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

**CITIZEN PARTICIPATION** (None)

**MAYOR AND COUNCIL REPORTS AND COMMENTS**

Council Member Taylor congratulated Council Members Ward and Elder on their recent Transportation Benefit District (TBD) Board appointments.

***Historic Downtown Prosser Association Quarterly Report***

Dan Smith, Executive Director, HDPa provide a brief update of the highlights over the quarter.

Mayor Pro-tem Taylor thanked Mr. Smith for his report.

***Mid-Columbia Libraries Quarterly Report***

Katy McLaughlin, Branch Manager, Prosser Library provided a Quarterly Report handout to Council and reviewed the highlights over the quarter noting the status of the remodel project. Mrs. McLaughlin advised an invitation to the grand opening will be provided to Council when made available.

Mayor Pro-tem Taylor thanked Mrs. McLaughlin for her report.

**COUNCIL DISCUSSION**

***Personnel Policy Manual Amendment***

Finance Manager Yost provided an overview of staff's proposed changes to the Personnel Policy Manual and explained the purpose for the amendments was to be in compliance with State law. Mrs. Yost reviewed several sections within the Policy in which Council discussed at great length.

Council directed staff to bring back a red-lined version of the discussed Policy sections at a future City Council meeting for further discussion and consideration.

**ADJOURNMENT**

There being no further business before the City Council at this time, the Work Session of the Prosser City Council was adjourned at 8:01 p.m.

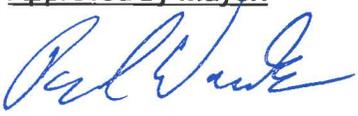
\_\_\_\_\_  
Mayor Paul Warden

Attest:

\_\_\_\_\_  
City Clerk Rachel Shaw

CITY OF PROSSER, WASHINGTON

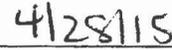
# AGENDA BILL

<b>Agenda Title:</b> Approve payment of claim Check no. <del>12332</del> in the amount of \$62,944.32 for the period ending May 12, 2015		<b>Meeting Date:</b> May 12, 2015 Regular Meeting	
<b>Department:</b> Finance	<b>Director:</b> Toni Yost	<b>Contact Person:</b> Elia Lara	<b>Phone Number:</b> (509) 786-2332
<b>Cost of Proposal:</b> \$62,944.32		<b>Account Number:</b> See Attached	
<b>Amount Budgeted:</b> See 2015 budget for each item listed.		<b>Name and Fund#</b> See Attached	
<b>Reviewed by Finance Department:</b> 			
<b>Attachments to Agenda Packet Item:</b>  1. Check Register # 1332			
<b>Summary Statement:</b>  Approve payment of claim check no. <del>12332</del> in the amount of \$62,944.32 for the period ending May 12, 2015.			
<b>Consistent with or Comparison to:</b> City's policy to pay bills in a timely manner.			
<b>Recommended City Council Action/Suggested Motion:</b>  Approve payment of claim Approve payment of claim check no. <del>12332</del> in the amount of \$62,944.32 for the period ending May 12, 2015.			
<b>Reviewed by Department Director:</b>  Tyost  Date: 5/8/15	<b>Reviewed by City Attorney:</b>  N/A  Date:	<b>Approved by Mayor:</b>   Date: 5-8-15	
<b>Today's Date:</b>	<b>Revision Number/Date:</b>	<b>File Name and Path:</b>	

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2655	04/30/2015	Payroll	1	12332	Washington Teamsters Welfare	62,944.32	04/01/2015 To 04/30/2015 - WTWT
		001 General Fund				43,177.06	
		102 Street Fund				3,117.92	
		117 Employee Benefits Security				1,921.20	
		403 Water Fund				9,118.05	
		407 Sewer Fund				5,514.11	
		448 Garbage Fund				95.98	
						<u>62,944.32</u>	Payroll: 62,944.32



Signature



Date

**CITY OF PROSSER, WASHINGTON**

**AGENDA BILL**

<b>Agenda Title:</b> Consideration of Ordinance Amending PMC Chapter 5.30 related to the Special Events Permit.	<b>Meeting Date:</b> May 26, 2015 Regular Meeting
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<b>Department:</b> Public Works	<b>Director:</b> L.J. Da Corsi	<b>Contact Person:</b> L.J. Da Corsi	<b>Phone Number:</b> (509) 786-2332
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<b>Cost of Proposal:</b> N/A	<b>Account Number:</b>
<b>Amount Budgeted:</b> N/A	<b>Name and Fund#</b>

**Reviewed by Finance Department:**  
*n/a*

**Attachments to Agenda Packet Item:**

1. Special Event Permit Ordinance

**Summary Statement:**

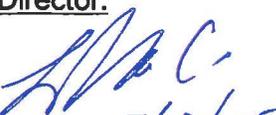
At the May 5, 2015 City Council Work Session, staff proposed amendments to the Special Event ordinance which was last changed in 2013. As discussed at the meeting, staff has worked with event organizers and property owners since adoption of the previous ordinance to ensure that the code section was meeting our intended purpose to balance the needs of the impacted home owners with the event organizers.

The proposed ordinance addresses some issues that have arisen regarding the notification period. In order to address these issues this amendment allows for the publication of events via the city website and email subscription list. This methodology will ensure that impacted parties are notified timely and given the opportunity to inquire about potential impacts and communicate their concerns.

**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-\_\_\_\_\_ amending the Special Events Permit notification process.

<b>Reviewed by Department Director:</b>  Date: 5/8/15	<b>Reviewed by City Attorney:</b>  Date: 5/8/15	<b>Approved by Mayor:</b>  Date: 5-8-15
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<b><u>Today's Date:</u></b> May 7, 2015	<b><u>Revision Number/Date:</u></b>	<b><u>File Name and Path:</u></b> \\rainier\users\lbardessono\Public Works Dept\Project Files\Agendas\Special Event Ord Changes 4.30.15.docx
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CITY OF PROSSER, WASHINGTON  
ORDINANCE NO. 15-\_\_\_\_\_

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE 2775, SECTION 6 OF ORDINANCE NUMBER 2737 AND PROSSER MUNICIPAL CODE SECTION 5.30.050 ARE HEREBY AMENDED TO CHANGE THE NOTIFICATION PROCEDURES FOR SPECIAL EVENT PERMITS. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

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

**Section 1.** Section 1 of Ordinance 2775, Section 6 of Ordinance Number 2737 and Prosser Municipal Code Section 5.30.050 are hereby amended to read as follows:

**5.30.050 Minimum requirements for special event permit.**

The following standards are the minimum necessary to receive a permit. The city administrator, or his or her designee, may impose additional reasonable conditions in order to protect the public's health, safety and general welfare.

- A. The location, size and features are suitable for the proposed event and will not be harmful to the health, safety and welfare of the community.
- B. Appropriate provisions are made for parking, waste management, restroom facilities, traffic control and circulation, security, noise generated by the event, health and safety, and access.
- C. Closures of public streets and/or access ways will not result in a serious inconvenience to the general public and appropriate provisions for emergency vehicle access is provided.
- D. Prior to commencing operation, the event site shall be inspected by city officials, which may include the city police department and the entity providing fire protection services within the city, and any other official deemed appropriate by the city administrator, or his or her designee, to ensure the protection of the public health, safety, and welfare.
- E. For special events involving the use of city facilities, parks or public right-of-way, proof of liability insurance with coverage in the amount of one million dollars per occurrence, unless an additional amount is required for the activity per the city administrator. The city administrator may allow a lower amount or waive this requirement when the event is not open to the general public and the risks presented by the request justify a lower amount. Said insurance shall be provided by an insurance carrier approved by the city and in a form approved by the city, shall name the city of Prosser as an additional insured, and shall provide that the insurance shall not be cancelled without thirty days' prior written notice to the city. Insurance provisions are not

required for block party events. In addition, the applicant shall execute an agreement to indemnify, defend, and hold harmless the city, its officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities associated with the operation of the special event.

F. If the special event is to be on city-owned property, the applicant shall provide a layout of the event site and, based on the event, may be required to also provide a waste management and restoration plan to the city administrator, or his or her designee. The city shall require either a damage deposit or a bond to pay for any repairs and/or replacement of park property that may arise from the special event. The amount of the deposit or bond shall be determined by the city administrator, or his or her designee, based upon the size of the event and the likelihood that it might result in damage to the city-owned property.

G. A health permit shall be posted on site for any use that provides beverage and/or food service that requires such a permit.

H. Where a permit will result in the closure of a city property or right-of-way to use by the general public the applicant may be required to post notice of the closure at least forty-eight hours in advance of the event. Failure by the event organizer to fulfill this requirement as part of the permit application and approval process may result in the event being cancelled and the permit revoked.

I. A copy of the approved special events permit shall be maintained at the location of the special event throughout the duration of the event.

J. Events shall comply with the noise standards of Chapter 8.50 unless specifically identified within the application. Requests for exceptions to the noise standards will be considered based on the nature of the event and the surrounding area.

K. The city administrator, or his or her designee, shall provide public notice of the application not less than ten calendar days before he approves or denies the application by posting the application on the city's website. Any person may request to be added to an electronic mailing list to receive notice of all special event permit applications by e-mail. Failure to e-mail notice shall not be grounds to invalidate any special event permit issued by the City. The city administrator, or his or her designee, may provide additional notice, at his discretion. The city administrator, or his or her designee, shall consider any comments when approving or denying the application.

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

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

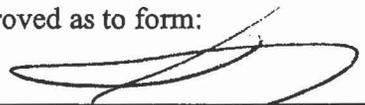
**PASSED** by the City Council and **APPROVED** by the Mayor, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**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

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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 AMENDING SECTION 1 OF ORDINANCE 2775, SECTION 6 OF ORDINANCE NUMBER 2737 AND PROSSER MUNICIPAL CODE SECTION 5.30.050 ARE HEREBY AMENDED TO CHANGE THE NOTIFICATION PROCEDURES FOR SPECIAL EVENT PERMITS. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015

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CITY CLERK, RACHEL SHAW

**CITY OF PROSSER, WASHINGTON**

**AGENDA BILL**

<b>Agenda Title:</b> Consideration of an Ordinance Amending the 2015 Budget for the Street Fund (102).	<b>Meeting Date:</b> May 12, 2015 Regular Meeting
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<b>Department:</b> Finance	<b>Director:</b> Toni Yost	<b>Contact Person:</b> Toni Yost	<b>Phone Number:</b> (509) 786-2332
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<b>Cost of Proposal:</b> \$63,649	<b>Account Number:</b>
<b>Amount Budgeted:</b> \$35,000	<b>Name and Fund#</b> Street Fund (102)

**Reviewed by Finance Department:**

*Ty*

**Attachments to Agenda Packet Item:**

1. Ordinance 15-\_\_\_\_\_

**Summary Statement:**

In the 2015 Budget the Council approved the expenditure of \$35,000 for the Village Park Tree Removal Project. It is estimated that the project will cost \$63,649. Of this amount \$15,000 will be contributed by the homeowners association through a cost sharing agreement. The remaining balance of \$48,649 will be contributed by the City. As stated earlier, only \$35,000 of this amount was included in the 2015 Budget, therefore it is necessary to amend the 2015 Budget to accommodate the total project cost, including the contribution of the homeowners association.

For your convenience I have prepared the chart below to illustrate the impact of the amendment.

Fund No.	Fund Name	Beginning Fund Balance	Revenue	Expense	Ending Fund Balance
<b>102</b>	<b>Street Fund</b>				
	Adopted	\$105,734	\$615,804	\$604,049	\$117,489
	Adjustment	\$0	\$15,000	\$28,649	-\$13,649
	<b>Amendment Total</b>	<b>\$105,734</b>	<b>\$630,804</b>	<b>\$632,698</b>	<b>\$103,840</b>

Following Council's review and discussion, staff will present this ordinance for potential action at a future meeting.

**Consistent with or Comparison to:**

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

<b>Recommended City Council Action/Suggested Motion:</b>		
Adopt Ordinance 15-_____ amending the 2015 Budget for the Street Fund (102).		
<b>Reviewed by Department Director:</b>  Tyost Date: 5/8/15	<b>Reviewed by City Attorney:</b>   Date: 5/7/15	<b>Approved by Mayor:</b>   Date: 5-8-15
<b>Today's Date:</b>  April 21, 2015	<b>Revision Number/Date:</b>	<b>File Name and Path:</b>

**CITY OF PROSSER, WASHINGTON**  
**ORDINANCE NO. 15-\_\_\_\_\_**

**AN ORDINANCE DECLARING AN EMERGENCY AND AMENDING THE 2015 BUDGET FOR THE STREET FUND (102) 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 has entered into a cost sharing agreement of homeowners located with the sub division commonly known as Village Park to remove some nuisance trees; and

**WHEREAS**, the homeowners have agreed to contribute \$15,000 to this project; and

**WHEREAS**, the City has agreed to contribute \$48,649 to this project; and

**WHERAS**, only a portion of this expense was budgeted for in the 2015 therefore it is necessary to amend the 2015 budget to reflect the expected expenditure; 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 actual cost of the project will exceed budget estimates; 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
102	Street Fund	\$105,734	\$630,804	\$632,698	\$103,840

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

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

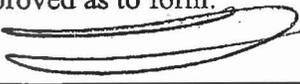
PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
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

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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 AND AMENDING THE 2015 BUDGET FOR THE STREET FUND (102) 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.

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CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON

**AGENDA BILL**

<b>Agenda Title:</b> Review Ordinance Establishing Procedures for the Adoption of Administrative Policies.		<b>Meeting Date:</b> May 12, 2015 Regular Meeting	
<b>Department:</b> Administration	<b>Director:</b> Paul Warden	<b>Contact Person:</b> Paul Warden	<b>Phone Number:</b> (509) 786-2332
<b>Cost of Proposal:</b> \$0		<b>Account Number:</b>	
<b>Amount Budgeted:</b> \$0		<b>Name and Fund#</b>	
<b>Reviewed by Finance Department:</b>  <i>Ty</i>			
<b>Attachments to Agenda Packet Item:</b>  1. Proposed Ordinance 15-_____ 2. Redline version of Ordinance			
<b>Summary Statement:</b>  At both the April 7, 2015 Special City Council Meeting, and the May 5, 2015 City Council Work Session, Council reviewed the proposed Ordinance and directed staff to make changes governing how staff implements Administrative Policies and to bring back the Ordinance for further review and discussion.  The attached ordinance incorporates the amendments as directed by Council which includes establishment of approved procedures to ensure these administrative policies are created and maintained in a consistent manner and the removal of references related to Executive Orders.			
<b>Consistent with or Comparison to:</b>  EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
<b>Recommended City Council Action/Suggested Motion:</b>  Adopt Ordinance 15-____ Establishing Procedures for the Adoption of Administrative Policies.			
<b>Reviewed by Department Director:</b> <i>Paul Warden</i> <b>Date:</b> <i>5-8-15</i>	<b>Reviewed by City Attorney:</b> <i>[Signature]</i> <b>Date:</b> <i>5/7/15</i>	<b>Approved by Mayor:</b> <i>Paul Warden</i> <b>Date:</b> <i>5-8-15</i>	

**CITY OF PROSSER, WASHINGTON  
ORDINANCE NO. 15-\_\_\_\_\_**

**AN ORDINANCE ESTABLISHING THE FOLLOWING: UNIFORM PROCEDURES FOR THE ADOPTION AND MAINTENANCE OF ADMINISTRATIVE POLICIES AND PROCEDURES, DEPARTMENTAL POLICIES AND PROCEDURES, AND PUBLIC RULES AND REGULATIONS. THIS ORDINANCE ALSO MAKES THE PROVISIONS OF THE ORDINANCE SEVERABLE FROM ONE ANOTHER, AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE.**

**WHEREAS,** It is the responsibility of the Mayor to implement the policy of City Council; and

**WHEREAS,** Administrative policies and procedures, departmental policies and procedures, and public rules and regulations are tools the Mayor can use to ensure the Council's policy is implemented and a way communicate these policies expectations to staff; and

**WHEREAS,** It is important to establish uniform procedures for the adoptions and maintenance of these policies and procedures;

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

**Section 1. Definitions.**

A. "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies and procedures for the direction and management of Citywide operations.

B. "Departmental Policies and Procedures" are used to inform and provide direction for internal departmental management and operation of City departments. They affect primary or exclusively single departments or divisions.

C. "Public Rules and Regulations" as required by the Prosser Municipal code, are any regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subjects a person to a payment of a fee; or (3) which establishes, alters, or revokes any procedure, practice or requirement relating to departmental hearings; or (4) which establishes, alters, or revokes any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Prosser Municipal code.

**Section 2. Approval Process for Administrative or Departmental Policies and Procedures.**

Policies and procedures (administrative or departmental) may be initiated by department

directors, supervisors, the Mayor or City Administrator. Copies of the proposed policy and procedure shall be provided to all affected departments, the city council, and personnel for review and comment prior to final adoption. Unless otherwise stated, policies and procedures are effective 7 days after being signed by the Mayor or City Administrator. This effective date can only be shortened if it can be shown that failure to do so could result in the loss or damage of property, compromise the safety of staff or residents, or is required by law. Unless otherwise stated, amendments and repeals shall follow the same process as the adoption of a new policy or procedure.

Departmental or Administrative Policies and procedures initiated by the City Council, Civil Service Commission, and other boards and commissions of the City are signed by the authorized representative of the council, board, or commission.

### **Section 3. Approval Process for Public Rules and Regulations.**

Public Rules and Regulations may be initiated by department directors, supervisors, the Mayor, or City Administrator. Copies of the proposed policy and procedure shall be provided to all affected departments, the city council, and personnel for review and comment prior to final adoption. In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. Public notice of the proposed Public Rule or Public Regulation shall be provided on the City's website and by posting a notice on the notice board outside City Hall. The public may send written comments to the City Clerk who will distribute them to the appropriate department. This public comment period shall be for no less than 14 days. Unless otherwise stated, rules and regulations are effective 7 days after being signed by the Mayor or City Administrator. This effective date can only be shortened if it can be shown that failure to do so could result in the loss or damage of property, compromise the safety of staff or residents, or is required by law. Unless otherwise stated, amendments and repeals shall follow the same process as the adoption of a new policy or procedure.

Public Rules and Regulations initiated by the City Council, Civil Service Commission, and other boards and commissions of the City are signed by the authorized representative of the council, board, or commission.

### **Section 4. Publication.**

Adopted policies, procedures, and public rules and regulations shall be published on the City's official webpage, shall be provided to the city council, and shall be available for public inspection at City Hall. Failure to publish any adopted policy, procedure, public rule, or public regulation shall not affect its validity.

**Section 5. Administration and Maintenance.**

The administration and maintenance of the City's administrative policy and procedure system is centralized in the office of the City Clerk. The City Clerk shall maintain the original copy of administrative policies and procedures, and public rules and regulations.

**Section 6.** Procedures for implementing Administrative Policies and Procedures, Departmental Policies and Procedures, and Public Rules and Regulations shall be adopted by the Mayor or City Administrator.

**Section 7.** Nothing in this Ordinance shall be deemed to affect the legality of any administrative policy, rule, regulation, or order existing on the effective date of this Ordinance.

**Section 8.** 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 9.** Sections, 1, 2, 3, 4, 5, 6, 7, and 8 of this Ordinance shall be codified by the City's code reviser in accordance with RCW 35A.21.130 and Prosser Municipal Code Section 1.01.030.

**Section 10.** This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

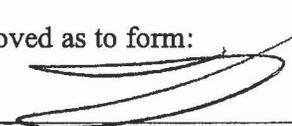
**PASSED** by the City Council and **APPROVED** by the Mayor, this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

Approved as to form:

  
\_\_\_\_\_  
**CITY ATTORNEY, HOWARD SAXTON**

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

SUMMARY OF ORDINANCE NO. 15-\_\_\_\_\_

of the City of Prosser, Washington

---

On the \_\_\_\_ day of \_\_\_\_\_, 2015, the City of Prosser, Washington, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

**AN ORDINANCE ESTABLISHING THE FOLLOWING: UNIFORM PROCEDURES FOR THE ADOPTION AND MAINTENANCE OF ADMINISTRATIVE POLICIES AND PROCEDURES, DEPARTMENTAL POLICIES, PROCEDURES, AND PUBLIC RULES AND REGULATIONS. THIS ORDINANCE ALSO MAKES THE PROVISIONS OF THE ORDINANCE SEVERABLE FROM ONE ANOTHER, AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE.**

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015

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CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON  
ORDINANCE NO. 15-\_\_\_\_\_

AN ORDINANCE ESTABLISHING THE FOLLOWING: UNIFORM PROCEDURES FOR THE ADOPTION AND MAINTENANCE OF ADMINISTRATIVE POLICIES AND PROCEDURES, DEPARTMENTAL POLICIES ~~AND AND~~ PROCEDURES, ~~EXECUTIVE ORDERS~~, AND PUBLIC RULES AND REGULATIONS. THIS ORDINANCE ALSO MAKES THE PROVISIONS OF THE ORDINANCE SEVERABLE FROM ONE ANOTHER, AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, It is the responsibility of the Mayor to implement the policy of City Council; and

WHEREAS, Administrative policies and procedures, departmental policies and procedures, ~~executive orders~~, and public rules and regulations are tools the Mayor can use to ensure the Council's policy is implemented and a way communicate these policies expectations to staff; and

WHEREAS, It is important to establish uniform procedures for the adoptions and maintenance of these policies and procedures;

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

**Section 1. Definitions.**

A. "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies and procedures for the direction and management of Citywide operations.

B. "Departmental Policies and Procedures" are used to inform and provide direction for internal departmental management and operation of City departments. They affect primary or exclusively single departments or divisions.

~~C. "Executive Orders" are issued from time to time formalizing specific mayor or city administrator decisions.~~

~~CD.~~ "Public Rules and Regulations" as required by the Prosser Municipal code, are any ~~department order, directive or~~ regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subjects a person to a payment of a fee; or (3) which establishes, alters, or revokes any procedure, practice or requirement relating to departmental hearings; or (4) which establishes, alters, or revokes any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Prosser Municipal code.

**Section 2. Approval Process for Administrative or Departmental Policies and Procedures.**

Policies and procedures (administrative or departmental) may be initiated by department directors, supervisors, the Mayor or City Administrator. Copies of the proposed policy and procedure shall be provided to all affected departments, the city council, and personnel for review and comment prior to final adoption. Unless otherwise stated, policies and procedures are effective 7 days after being signed by the Mayor or City Administrator. This effective date can only be shortened if it can be shown that failure to do so could result in the loss or damage of property, compromise the safety of staff or residents, or is required by law. Unless otherwise stated, amendments and repeals shall follow the same process as the adoption of a new policy or procedure.

Departmental or Administrative Policies and procedures initiated by the City Council, Civil Service Commission, and other boards and commissions of the City are signed by the authorized representative of the council, board, or commission.

**Section 3. Approval Process for Public Rules and Regulations.**

Public Rules and Regulations may be initiated by department directors, supervisors, the Mayor, or City Administrator. Copies of the proposed policy and procedure shall be provided to all affected departments, the city council, and personnel for review and comment prior to final adoption. In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. Public notice of the proposed Public Rule or Public Regulation shall be provided on the City's website and by posting a notice on the notice board outside City Hall. The public may send written comments to the City Clerk who will distribute them to the appropriate department. This public comment period shall be for no less than 14 days. Unless otherwise stated, rules and regulations are effective 7 days after being signed by the Mayor or City Administrator. This effective date can only be shortened if it can be shown that failure to do so could result in the loss or damage of property, compromise the safety of staff or residents, or is required by law. Unless otherwise stated, amendments and repeals shall follow the same process as the adoption of a new policy or procedure.

Public Rules and Regulations initiated by the City Council, Civil Service Commission, and other boards and commissions of the City are signed by the authorized representative of the council, board, or commission.

**Section 4. Publication.**

Adopted policies, ~~and~~ procedures, ~~executive orders~~, and public rules and regulations shall be published on the City's official webpage, shall be provided to the city council, ~~and, and~~ shall be available for public inspection at City Hall. Failure to publish any adopted policy, procedure, ~~executive order~~, public rule, or public regulation shall not affect its validity.

**Section 5. Administration and Maintenance.**

The administration and maintenance of the City's administrative policy and procedure system is centralized in the office of the City Clerk. The City Clerk shall maintain the original copy of administrative policies and procedures, ~~executive orders~~ and public rules and regulations.

**Section 6.** Procedures for implementing Administrative Policies and Procedures, Departmental Policies and Procedures, ~~and Executive Orders~~, and Public Rules and Regulations shall be adopted by the Mayor or City Administrator.

**Section 7.** Nothing in this Ordinance shall be deemed to affect the legality of any administrative policy, rule, regulation, or order existing on the effective date of this Ordinance.

**Section 8.** 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 9.** Sections, 1, 2, 3, 4, 5, 6, 7, and 8 of this Ordinance shall be codified by the City's code reviser in accordance with RCW 35A.21.130 and Prosser Municipal Code Section 1.01.030.

**Section 10.** 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**



SUMMARY OF ORDINANCE NO. 15-\_\_\_\_\_

of the City of Prosser, Washington

---

On the \_\_\_\_ day of \_\_\_\_\_, 2015, the City of Prosser, Washington, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

**AN ORDINANCE ESTABLISHING THE FOLLOWING: UNIFORM PROCEDURES FOR THE ADOPTION AND MAINTENANCE OF ADMINISTRATIVE POLICIES AND PROCEDURES, DEPARTMENTAL POLICIES, ~~AND~~ PROCEDURES, ~~EXECUTIVE ORDERS~~, AND PUBLIC RULES AND REGULATIONS. THIS ORDINANCE ALSO MAKES THE PROVISIONS OF THE ORDINANCE SEVERABLE FROM ONE ANOTHER, AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE.**

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015

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CITY CLERK, RACHEL SHAW

**CITY OF PROSSER, WASHINGTON**

**AGENDA BILL**

<b>Agenda Title:</b> Consideration of an Ordinance Amending the 2015 Budget for the Criminal Justice Fund (148).	<b>Meeting Date:</b> May 12, 2015 Regular Meeting
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<b>Department:</b> Finance	<b>Director:</b> Toni Yost	<b>Contact Person:</b> Toni Yost	<b>Phone Number:</b> (509) 786-2332
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<b>Cost of Proposal:</b> \$0	<b>Account Number:</b>
<b>Amount Budgeted:</b> \$180,000	<b>Name and Fund#</b> Criminal Justice Fund (148)

**Reviewed by Finance Department:**

*tyost*

**Attachments to Agenda Packet Item:**

1. Ordinance 15-\_\_\_\_\_

**Summary Statement:**

In the 2015 Budget the Council approved the Criminal Justice Fund budget at \$180,000. These funds were budgeted to accommodate costs associated with the hire of an additional police officer (\$30,000) and for costs associated with new police station. Recent action requires that this fund be amended to accommodate some additional project costs. It is proposed that the balance of the Criminal Justice be budgeted to accommodate these items and to help expedite future council actions. It is important to note that these funds can only be accessed if provided very direct council authorization.

For your convenience I have prepared the chart below to illustrate the impact of the amendment.

Fund No.	Fund Name	Beginning Fund Balance	Revenue	Expense	Ending Fund Balance
<b>148</b>	<b>Criminal Justice Fund</b>				
	Adopted	\$963,939	\$185,299	\$180,000	\$969,238
	Adjustment	\$0	\$0	\$969,238	(-\$969,238)
	<b>Amendment Total</b>	<b>\$963,939</b>	<b>\$185,299</b>	<b>\$1,149,238</b>	<b>\$0</b>

Following Council's review and discussion, staff will present this ordinance for potential action at a future meeting.

**Consistent with or Comparison to:**

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

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

No action at this time - review only.

**Reviewed by Department  
Director:**

Tyost

Date: 5/8/15

**Today's Date:**

May 8, 2015

**Reviewed by City Attorney:**



Date: 5/8/15

**Revision Number/Date:**

**Approved by Mayor:**



Date: 5-8-15

**File Name and Path:**

**CITY OF PROSSER, WASHINGTON  
ORDINANCE NO. 15-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE 2015 BUDGET FOR THE CRIMINAL JUSTICE FUND (148) 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**, 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. Prudent fiscal management requires immediate amendment of the budget; and
3. 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
148	<b>Criminal Justice Fund</b>	\$963,939	\$185,299	\$1,149,238	\$0

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

**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

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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 AMENDING THE 2015 BUDGET FOR THE CRIMINAL JUSTICE FUND (148) 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 AMEMDMMENT 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.

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CITY CLERK, RACHEL SHAW

**CITY OF PROSSER, WASHINGTON**

**AGENDA BILL**

<p><b><u>Agenda Title:</u></b> Authorize the Mayor to Publish a Notice of Planned Action and send it to the Owners of 1331 Bennett Avenue and Further Authorize the Mayor to Submit a Bid to Purchase the Property Described in the Notice of Planned Action for an Amount to be Determined by the Mayor but not Exceeding \$100,000 and Approve the Payment of Earnest Money in the Amount Not to Exceed ten percent of the Bid Price.</p>		<p><b><u>Meeting Date:</u></b> May 12, 2015 Regular Meeting</p>	
<p><b><u>Department:</u></b> Administration</p>	<p><b><u>Director:</u></b> Mayor Paul Warden</p>	<p><b><u>Contact Person:</u></b> Mayor Paul Warden</p>	<p><b><u>Phone Number:</u></b> (509) 786-2332</p>
<p><b><u>Cost of Proposal:</u></b>  Not to exceed \$100,000</p>		<p><b><u>Account Number:</u></b> N/A</p>	
<p><b><u>Amount Budgeted:</u></b></p>		<p><b><u>Name and Fund#</u></b> Criminal Justice (148)  General Fund (001)</p>	
<p><b><u>Reviewed by Finance Department:</u></b>  <i>Tyost</i></p>			
<p><b><u>Attachments to Agenda Packet Item:</u></b></p> <ol style="list-style-type: none"> <li>1. Notice of Planned Action</li> <li>2. Bid Package for 1331 Bennett Avenue</li> </ol>			
<p><b><u>Summary Statement:</u></b></p> <p>The attached Notice of Planned Action must be sent before the City may consider passage of an ordinance taking, by Eminent Domain, property commonly known as 1331 Bennett Avenue which will be used as the site for the City's new police station.</p> <p>The Notice of Planned Action will be given to all owners on the tax rolls and their registered agents by certified mail and by publication in both the Tri-City Herald and Prosser Record Bulletin once a week for two weeks.</p> <p>Since 1331 Bennett Avenue is currently for sale by bid, Administration would like Council approval to submit a bid for an amount determined reasonable by the Mayor but not exceeding \$100,000.</p>			

1331 Bennett Avenue is legally described as follows:

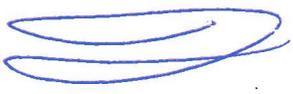
Prosser first subdivision Block 63 Lots 13 & 14 and Lots 15 & 16 according to the Plat thereof recorded in Volume 1 of Plats, page 11, records of Benton County, Washington. Tax Parcel – 101843020063025.

**Consistent with or Comparison to:**

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

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

Authorize the Mayor to Publish a Notice of Planned Action and send it to the Owners of 1331 Bennett Avenue and Further Authorize the Mayor to Submit a Bid to Purchase the Property Described in the Notice of Planned Action for an Amount to be Determined by the Mayor but not Exceeding \$100,000 and Approve the Payment of Earnest Money in the Amount Not to Exceed ten percent of the Bid Price.

<b><u>Reviewed by Department Director:</u></b>  <b>Date:</b> 5-7-2015	<b><u>Reviewed by City Attorney:</u></b>  <b>Date:</b> 5/8/15	<b><u>Approved by Mayor:</u></b>  <b>Date:</b> 5-8-2015
<b><u>Today's Date:</u></b> May 8, 2015	<b><u>Revision Number/Date:</u></b>	<b><u>File Name and Path:</u></b>

## NOTICE OF PLANNED ACTION

May 13, 2015

PENDLETON GRAIN GROWERS, INC.  
% MILAN RENCKEN  
1331 BENNETT AVE  
PO BOX 269  
PROSSER, WA 99350

PENDLETON GRAIN GROWERS, INC.  
PO BOX 1248  
PENDLETON, OR 97801-0830

Unknown Owners  
1331 BENNETT AVE  
PO BOX 269  
PROSSER, WA 99350

### VIA CERTIFIED MAIL

RE: City of Prosser Police Station Project Notice of Prosser City Council Meeting Authorizing Acquisition of Property for Public Purposes through Negotiation and the Exercise of Eminent Domain (Condemnation).

Tax Parcel No.: 1-0184-302-0063-025

Address: 1331 BENNETT AVE, PROSSER, WASHINGTON 99350

All rights and interests and fee title of the following described real property:

Lots, 13, 14, 15, and 16, Block 63, PROSSER FIRST SUBDIVISION, according to the Plat thereof recorded in Volume 1 of Plats, page 11, records of Benton County, Washington

Dear Property Owner:

The purpose of this notice is to inform you that the Prosser City Council is expected to vote to approve an ordinance authorizing the City of Prosser, by and through its City Attorney, to acquire all rights and interests and fee title to the above-described real property in order to construct a new Police Station, related parking, storm drainage, storage, and other facilities necessary to operate a Police Station (Police Station) through negotiation or the use of eminent domain (condemnation), if necessary.

The City of Prosser (City) is required by RCW 8.25.290 to provide you with formal written notice before the City takes final action authorizing the condemnation of property. The City ordinance authorizing property acquisition through negotiation or condemnation is anticipated to be on the agenda of the Prosser City Council for discussion and possible vote on June 9, 2015. The City Council meeting will start at 7:00 p.m., or as soon thereafter as a quorum is present. The City Council will take public comment as a regular part of the meeting.

Copies of the proposed ordinance can be found on the City of Prosser's website, [www.cityofprosser.org](http://www.cityofprosser.org), or at the City Hall located at 601 7<sup>th</sup> Street, Prosser, Washington 99350.

If you wish to attend the meeting, it will be held at the City Council Chambers, which are located at City Hall, 601 7<sup>th</sup> Street, Prosser, Washington 99350. Call 509-786-2332 for information or to request special accommodations. Requests for special accommodations must be made on or before 5 days before the meeting.

If you would like, you will have the opportunity to express your views on the ordinance during the public comment section at the meeting. The City Council welcomes any property owner that would like to participate during the public comment section of the meeting. The total time allocated for public comments may be limited at the discretion of the Mayor. If you have questions about this matter please contact the Mayor at (509) 786-8216.

Final action on the ordinance by the City Council is expected on Tuesday, \_\_\_\_\_, at 7:00 p.m. in the City Council Chambers, City Hall, 601 7<sup>th</sup> Street, Prosser, Washington 99350. After the City Council approves the ordinance and it becomes effective, the City of Prosser may acquire property for the Police Station from you through negotiation, or may use its powers of eminent domain to condemn your property, if necessary.

If you have any questions regarding this notice, please do not hesitate to contact me.

Sincerely,

**PAUL WARDEN,  
MAYOR  
CITY OF PROSSER**

## **BID INFORMATION**

- Bid Instructions and Bid Form
- Purchase and Sale Agreement
- Buyer Acknowledgment
- Client Trust Account Addendum
- Seller's Transfer Disclosure Statement
- Agency Disclosure Pamphlet
- Broker Cooperation

**INSTRUCTIONS TO BIDDERS**  
**AUCTION PROPERTY # 1502-117**

1. **SUBMISSION OF BIDS:**

A. **All bids must contain the following:**

- Attached Bid Form
- A fully executed Purchase Agreement
- Buyer Acknowledgment
- Client Trust Account Addendum
- Law of Agency Relationship
- Either an irrevocable letter of credit or a certified or cashier's check, made payable to the Realty Marketing/Northwest Client Trust Account for ten percent (10%) of the bid price. Failure to provide such bid deposit shall require rejection of the bid.

B. **Bids must be received by:**

Realty Marketing/Northwest  
522 S.W. Fifth Avenue, Suite 725  
Portland, Oregon 97204

on or before 5:00 p.m., Pacific Time, May 20, 2015.

- C. Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid. The bid must be manually signed.
- D. Facsimile bids will be accepted, if, the required bid deposit is received by Realty Marketing/Northwest, prior to the time specified in paragraph B above. Wiring instructions will be provided upon request.
- E. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid.

2. **BID DOCUMENTS EXECUTED ON BEHALF OF BIDDER:**

Bid documents executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

a. Corporation

If the bidder is a corporation, the bid must be executed under the corporate seal by some duly authorized officer of the corporation. There shall be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

b. Partnership

If the bidder is a partnership, and all partners shall sign the bid with a notation that they are all the partners, the Seller will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Seller, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

3. NOTICE OF ACCEPTANCE OR REJECTION:

Notice by the Seller of acceptance or rejection of a bid shall be given no later than 5:00 p.m., Pacific Time, May 27, 2015, and shall be deemed to have been sufficiently given when sent via facsimile, telegraphed or deposited into the mail to the bidder or his duly authorized representative at the address or phone number indicated on the Bid Form.

4. PUBLISHED RESERVE PRICE:

The Published Reserve Price is \$60,000. This means that the Seller is committed to sell the property for the highest non-contingent bid received no later than 5:00 P.M., May 20, 2015, at or above the Published Reserve.

Bids containing contingencies, or bids below the Published Reserve or received after the Bid Date, are subject to review by the Seller and may be accepted, rejected or countered within the stated time period.

Bids should be in increments of \$1,000.

5. BID DEPOSIT:

- a. The earnest money deposit shall be held "uncashed" by Realty Marketing/NW until bid acceptance. Upon bid acceptance, the earnest money will be deposited into Realty Marketing /NW's non-interest bearing Client Trust Account.
- b. The earnest money deposit will be considered earned and will become non-refundable liquidated damages in the event of Buyer's default.
- c. For unsuccessful bidders, bid deposits will be returned by first class mail; to be deposited in the mail no later than three (3) working days following rejection.

6. ADDITIONAL INVITATIONS TO BID:

Requests for additional information concerning the property are available through:

Address: Realty Marketing/Northwest  
522 S.W. Fifth Avenue, Suite 725  
Portland, Oregon 97204  
Telephone: (503) 228-3248  
Facsimile: (503) 242-1814  
Or Call Toll Free  
U.S. and Canada: (800) 845-3524

All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements contained in this Invitation To Bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid.

7. WAIVER OF INFORMALITIES OR IRREGULARITIES:

The Seller may, at its election, waive any minor informality or irregularity in bids received.

BID FORM

AUCTION PROPERTY # 1502-117

BID FOR PURCHASE

TO: Realty Marketing/Northwest  
522 S.W. Fifth Avenue, Suite 725  
Portland, Oregon 97204

Subject to: (1) The terms and conditions of this Invitation To Bid; and (2) the contingencies, if any, set forth in the accompanying Purchase Agreement, the undersigned bidder hereby offers and agrees, if this bid be accepted to purchase the property described in said Purchase Agreement for the bid price entered below:

AMOUNT BID \$ \_\_\_\_\_

BID DEPOSIT ENCLOSED \$ \_\_\_\_\_ (10% of amount of bid)

COOPERATING BROKER (if any) Name: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

Broker's Signature: \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

\_\_\_\_\_  
Signed by:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Its

# **PURCHASE AND SALE AGREEMENT**



**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT**

*This has been prepared for submission to your attorney for review and approval prior to signing. No representation is made by licensee as to its sufficiency or tax consequences*

Reference Date: May 20, 2015

"Buyer" agrees to buy and

Pendleton Grain Growers, Inc

"Seller" agrees to sell, on the following terms, the commercial real estate and all improvements thereon (collectively, the "Property") commonly known as Prosser Former Grain Elevator Auction Property 1502-118 in the City of Prosser, Benton County, Washington, legally described on attached Exhibit A. The Reference Date above is intended to be used to reference this Agreement, and is not the date of "Mutual Acceptance." Mutual Acceptance is defined in Section 23 below.

1. **PURCHASE PRICE.** The total purchase price is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payable as follows (check only one):

- All cash at closing with no financing contingency.
- All cash at closing contingent on new financing in accordance with the Financing Addendum (attach CBA Form PS\_FIN).
- \$ \_\_\_\_\_ OR \_\_\_\_\_% of the purchase price in cash at closing with the balance of the purchase price paid as follows (**check one or both, as applicable**):  Buyer's assumption of the outstanding principal balance as of the Closing Date of a first lien note and deed of trust (or mortgage), or real estate contract, in accordance with the Financing Addendum (attach CBA Form PS\_FIN);  Buyer's delivery at closing of a promissory note for the balance of the purchase price, secured by a deed of trust encumbering the Property, in accordance with the Financing Addendum (attach CBA Form PS\_FIN).
- Other: \_\_\_\_\_

2. **EARNEST MONEY.** The earnest money in the amount of \$ \_\_\_\_\_ shall be in the form of  Cash  Personal check  Promissory note (attached CBA Form EMN)  Other: Cashier's Check

The earnest money shall be held by  Selling Firm  Closing Agent. Selling Broker may, however, transfer the earnest money to Closing Agent.

Buyer shall deliver the earnest money no later than:

- \_\_\_\_\_ days after Mutual Acceptance.
- On the last day of the Feasibility Period defined in Section 5 below.
- Other: With Bid

If the earnest money is to be held by Selling Firm and is over \$10,000, it shall be deposited to:  Selling Firm's pooled trust account (with interest paid to the State Treasurer)  A separate interest bearing trust account in Selling Firm's name. The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the earnest money is entitled to interest.

Selling Firm shall deposit any check to be held by Selling Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. Buyer agrees to pay financing and purchase costs incurred by Buyer. Unless otherwise provided in this Agreement, the earnest money shall be applicable to the purchase price.

3. **EXHIBITS AND ADDENDA.** The following Exhibits and Addenda are made a part of this Agreement:

- Exhibit A - Legal Description
- Earnest Money Promissory Note, CBA Form EMN

INITIALS: BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)

- Promissory Note, LPB Form No. 28A/
- Short Form Deed of Trust, LPB Form No. 20
- Deed of Trust Rider, CBA Form DTR
- Utility Charges Addendum, CBA Form UA
- FIRPTA Certification, CBA Form 22E
- Assignment and Assumption, CBA Form PS-AS
- Addendum/Amendment, CBA Form PSA
- Back-Up Addendum, CBA Form BUA
- Vacant Land Addendum, CBA Form VLA
- Financing Addendum, CBA Form PS\_FIN
- Tenant Estoppel Certificate, CBA Form PS\_TEC
- Defeasance Addendum, CBA Form PS\_D
- Other Buyer Acknowledgement

4. ~~SELLER'S UNDERLYING FINANCING.~~ Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "look out" or similar covenant which would prevent the lender's lien from being released at closing. In addition, Seller shall provide Buyer notice prior to the end of the Feasibility Period if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS\_D or any different process identified in Seller's defeasance notice to Buyer.

5. ~~FEASIBILITY CONTINGENCY.~~ Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within \_\_\_\_\_ days (30 days if not filled in) (the "Feasibility Period") of Mutual Acceptance stating that this condition is satisfied. If such notice is timely given, the feasibility contingency stated in this Section 5 shall be deemed to be satisfied.

a. ~~Books, Records, Leases, Agreements.~~ Seller shall make available for inspection by Buyer and its agents within \_\_\_\_\_ days (2 days if not filled in) after Mutual Acceptance all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including: statements for real estate taxes, assessments, and utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; maintenance records, accounting records and audit reports for the last three years and year to date; and "Vendor Contracts" which shall include maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property. Buyer shall determine within the Feasibility Period: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for obtaining any required consents to such assumption

INITIALS: BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)**

~~and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any such consents but shall not be required to incur any out of pocket expenses or liability in doing so. Seller shall transfer the Vendor Contracts as provided in Section 17.~~

b. **Access.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property and improvements, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security, confidentiality, and disruption of Seller's tenants. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants or property management personnel without obtaining the Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing. Buyer may continue to enter the Property in accordance with the foregoing terms and conditions after removal or satisfaction of the feasibility contingency only for the purpose of leasing or to satisfy conditions of financing.

c. Buyer waives the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. However, if Seller would otherwise be required to provide Buyer with a Form 17-Commercial, and if the answer to any of the questions in the section of the Form 17-Commercial entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17-Commercial which shall be provided by Seller.

**6. TITLE INSURANCE.**

a. **Title Report.** Seller authorizes Buyer, its Lender, Listing Broker, Selling Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a  standard  extended (standard, if not completed) coverage owner's policy of title insurance. If an extended coverage owner's policy is specified, Buyer shall pay the increased costs associated with that policy including the excess premium over that charged for a standard coverage policy, and the cost of any survey required by the title insurer. The title report shall be issued by Frontier Title and Escrow (a title company of Seller's choice, if not completed). If Seller previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.

~~b. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of: (1) twenty (20) days after Mutual Acceptance of this Agreement; or (2) the expiration of the Feasibility Period. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections (1) Seller agrees, in writing, to remove all objectionable provisions or (2) Buyer notifies Seller that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within five (5) days of delivery of the supplemental report and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The closing date shall be extended to the extent necessary to~~

INITIALS: BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)**

~~permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall cooperate with Buyer and the title company to clear objectionable title matters but shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances not assumed by Buyer and proration of real property taxes, and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.~~

7. **CLOSING OF SALE.** This sale shall be closed on July 7, 2015 ("Closing") by Frontier Title Company - Kennewick, WA ("Closing Agent") (Seller shall select the Closing Agent, if not completed). Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing date all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. Sale proceeds shall be considered available to Seller, even though they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer during the Feasibility Period that Seller's underlying financing requires that it be defeased and may not be paid off, then Closing shall be conducted in accordance with the three-day closing process described in CBA Form PS\_D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.

8. **CLOSING COSTS AND PRORATIONS.** Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled Closing date in the form required by Section 5(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Any real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; interest; utilities; and other operating expenses shall be pro-rated as of Closing. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those expenses paid by Seller. Buyer shall pay to Seller at Closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after Closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. If the Property was taxed under a deferred classification prior to Closing, then Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit in a trust account if required by state or local law. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.

**a. Unpaid Utility Charges.** Buyer and Seller  WAIVE  DO NOT WAIVE (do not waive if neither box checked) the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80. If "do not waive" is checked, then attach CBA Form UA ("Utility Charges" Addendum) to this Agreement.

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- 9. POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS.** After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing.
- 10. OPERATIONS PRIOR TO CLOSING.** Prior to Closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same ~~or better~~ condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Period, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.
- 11. POSSESSION.** Buyer shall be entitled to possession  on closing  \_\_\_\_\_ (on closing, if not completed). Buyer shall accept possession subject to all tenancies disclosed to Buyer during the Feasibility Period.
- 12. SELLER'S REPRESENTATIONS.** Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the feasibility contingency stated in Section 5 above, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement; (b) The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property; (c) Seller has not received any written notices that the Property or the business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) Seller has paid (except to the extent prorated at Closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 8 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after Closing; (h) Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer in writing during the Feasibility Period; (i) There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or

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remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the same were deemed made as of the date of such discovery, then the party discovering the same shall promptly notify the other party in writing. If the newly-discovered information will result in costs or liability to Buyer in excess of the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement, or will materially adversely affect Buyer's intended use of the Property, then Buyer shall have the right to terminate the Agreement and receive a refund of its earnest money. Buyer shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly-discovered information such that a representation provided for above was false.

**13. AS-IS.** Except for those representations and warranties specifically included in this Agreement: (i) Seller makes no representations or warranties regarding the Property; (ii) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (iii) Buyer otherwise takes the Property "AS IS;" and (iv) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.

**14. PERSONAL PROPERTY.**

**a.** This sale includes all right, title and interest of Seller to the following tangible personal property:  None  That portion of the personal property located on and used in connection with the Property, which Seller will itemize in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance (None, if not completed). The value assigned to the personal property shall be \$\_\_\_\_\_ (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Broker and Selling Broker). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.

**b.** In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 5(a) above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

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**15. CONDEMNATION AND CASUALTY.** Seller bears all risk of loss until Closing, and thereafter Buyer shall bear the risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are destroyed or materially damaged by casualty before Closing, or if condemnation proceedings are commenced against all or a portion of the Property before Closing. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.

**16. FIRPTA - TAX WITHHOLDING AT CLOSING.** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

**17. CONVEYANCE.** Title shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a contract vendee's assignment sufficient to convey after acquired title. At Closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form No. PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 5(a) and all intangible property transferred pursuant to Section 14(b).

**18. NOTICES AND COMPUTATION OF TIME.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Broker with a courtesy copy to any other party identified as a recipient of notices in Section 28. A notice to Seller shall be deemed delivered only when received by Seller, Listing Broker, or the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer, with a copy to Selling Broker and with a courtesy copy to any other party identified as a recipient of notices in Section 28. A notice to Buyer shall be deemed delivered only when received by Buyer, Selling Broker, or the licensed office of Selling Broker. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the represented party or causing a copy of the notice to be delivered to the party's address provided in this Agreement. Buyer and Seller shall keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party at the address, fax number, or email indicated in Section 28.

Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, or a date when the county recording office is closed, then the Closing Date shall be the next regular business day.

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**19. AGENCY DISCLOSURE.** At the signing of this Agreement,

Selling Broker \_\_\_\_\_  
Represented \_\_\_\_\_  
and the Listing Broker \_\_\_\_\_ **Realty Marketing/NW**  
represented \_\_\_\_\_ **Seller**

Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

**20. ASSIGNMENT.** Buyer  may  may not (may not, if not completed) assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein. If the "may not" option is selected and the words "and/or assigns" or similar words are used to identify the Buyer, then this Agreement may be assigned with notice to Seller but without Seller's consent only to an entity which is controlled by or under common control with the Buyer identified in this Agreement. Any other assignment requires Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of the Seller financing.

**21. DEFAULT AND ATTORNEY'S FEE.**

**(a) Buyer's default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then (**check one**):

Seller may terminate this Agreement and keep the earnest money as liquidated damages as the sole and exclusive remedy available to Seller for such failure; or

Seller may, at its option, (a) terminate this Agreement and keep as liquidated damages the earnest money as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

**(b) Seller's default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then (**check one**):

As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all earnest money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days from the scheduled date of closing or from the date Seller has informed Buyer in writing that Seller will not proceed with closing, whichever is earlier; or

Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.

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BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



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Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state where the Property is located.

**22. MISCELLANEOUS PROVISIONS.**

**a. Complete Agreement.** This Agreement and any addenda and exhibits thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement.

**b. Counterpart Signatures.** This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

**c. Electronic Delivery.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents.

**d. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding Section 20 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

**23. ACCEPTANCE; COUNTEROFFERS.** Seller has until midnight of May 27, 2015 (if not filled in, the third business day) following the day Buyer delivers the offer to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00p.m. on the \_\_\_\_\_ business day (if not filled in, the second business day) following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer, the Selling Broker or the licensed office of the Selling Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. If any party is not represented by a broker, then notices must be delivered to and shall be effective when received by that party.

**24. INFORMATION TRANSFER.** In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.

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BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



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- 25. CONFIDENTIALITY.** Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party.
- 26. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay a commission of \_\_\_\_\_% of the sales price or \$\_\_\_\_\_. The commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing or any co-brokerage agreement. If there is no listing or written co-brokerage agreement, then Listing Firm shall pay to Selling Firm a commission of \_\_\_\_\_% of the sales price or \$\_\_\_\_\_. Seller assigns to Listing Firm and Selling Firm a portion of the sales proceeds equal to the commission. If the earnest money is retained as liquidated damages, any costs advanced or committed by Listing Firm or Selling Firm for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Firm and Selling Firm according to the listing agreement and any co-brokerage agreement. In any action by Listing Firm or Selling Firm to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. Neither Listing Firm nor Selling Firm are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A is commercial real estate. Notwithstanding Section 25 above, the pages containing this Section, the parties' signatures and an attachment describing the Property may be recorded.
- 27. LISTING BROKER AND SELLING BROKER DISCLOSURE.** EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING BROKER, LISTING BROKER, AND FIRMS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS; THE CONDITION OF THE PROPERTY OR ITS IMPROVEMENTS; THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE; OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.

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BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



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**28. IDENTIFICATION OF THE PARTIES.** The following is the contact information for the parties involved in this Agreement:

**Buyer**

Contact: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Selling Firm**

Assumed Name (if applicable): \_\_\_\_\_  
Selling Broker: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_  
MLS Office No.: \_\_\_\_\_

**Licensed Office of Selling Broker**

Address: \_\_\_\_\_  
\_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
CBA Office No.: \_\_\_\_\_

**Courtesy Copy of Notices to Buyer to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Seller**

Contact: Pendleton Grain Growers  
\_\_\_\_\_  
Address: PO Box 1248  
Pendleton, OR  
Business Phone: 541-278-5093  
Mobile Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: bcurrin@pggcountry.com

**Listing Firm**

**Realty Marketing/NW**  
Assumed Name (if applicable): \_\_\_\_\_  
Listing Broker: Sharon Peede  
Address: 112 West 11th Street, Suite 250  
Vancouver, WA 98660  
Business Phone: 503-224-1906  
Mobile Phone: \_\_\_\_\_  
Email: Sharon@rmnw-auctions.com  
Fax: \_\_\_\_\_  
MLS Office No.: \_\_\_\_\_

**Licensed Office of Listing Broker**

Address: \_\_\_\_\_  
\_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
CBA Office No.: \_\_\_\_\_

**Courtesy Copy of Notices to Seller to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_



**COMMERCIAL & INVESTMENT REAL ESTATE  
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IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

\_\_\_\_\_  
Buyer printed name and type of entity

Buyer \_\_\_\_\_  
Signature and title

Date signed \_\_\_\_\_

\_\_\_\_\_  
Buyer printed name and type of entity

Buyer \_\_\_\_\_  
Signature and title

Date signed \_\_\_\_\_

***Pendleton Grain Growers, Inc., an Oregon  
Corporation***  
\_\_\_\_\_  
Seller printed name and type of entity

Seller \_\_\_\_\_  
Signature and title

Date signed \_\_\_\_\_

\_\_\_\_\_  
Seller printed name and type of entity

Seller \_\_\_\_\_  
Signature and title

Date signed \_\_\_\_\_

INITIALS: BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)**

**EXHIBIT A\***  
[Legal Description]

*Lots 17 to 24 inclusive, Block 42, Town of Prosser, according to the Plat thereof recorded in Volume 1 of Plats, Page 1, records of Benton County, Washington.*

\* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement void and unenforceable.

INITIALS: BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



**ADDENDUM/AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 20, 2015  
(the "Agreement"), between Pendleton Grain Growers, Inc  
("Seller"), and \_\_\_\_\_  
("Buyer"), regarding the sale of the Property known as: Prosser Former Garin Elevator Auction Property 1502-118  
\_\_\_\_\_ (the "Property").

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

*Buyer has received and reviewed Preliminary Title Report # B-85480GM prepared by Frontier Title and Escrow Company dated 3/24/2015, and is purchasing the property subject to the special exceptions contained therein. All financial encumbrances to be removed at closing. Report to be updated prior to closing.*

*Buyer is in receipt of Supplemental Information Package and has reviewed its contents, including but not limited to, all disclosures and disclaimers contained therein.*

*Buyer has completed all investigations and due diligence and is purchasing the property in its "AS IS, WHERE IS" condition, without representation and/or warranty from the Seller and/or Seller's Agents.*

*Upon Seller's acceptance Earnest Money shall become non-refundable and released to Seller.*

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged.

INITIALS: BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

## BUYER ACKNOWLEDGEMENT

I, the undersigned Bidder/Buyer of: Property #1502-117 in the Spring 2015 Auction conducted by Realty Marketing/Northwest on behalf of the Seller, do hereby acknowledge that I have inspected the property and am purchasing it "As Is" with any and all faults and without reliance on any warranty or representation, express or implied (other than those warranties in the Deed of Conveyance) by the Seller, and/or Realty Marketing/Northwest, Broker.

Buyer acknowledges that Buyer is in receipt of the property Supplemental Information Package prepared by Realty Marketing Northwest and that Buyer has reviewed the entire contents of the Package, including but not limited to, any disclosures/disclaimers contained therein, if any.

By my signature hereunder, I exonerate Seller and Realty Marketing/Northwest from any responsibility for any condition or defect arising from the physical condition of the property.

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
DATE

### REALTY MARKETING/NORTHWEST

522 SW Fifth Avenue, Suite 725  
P.O. Box 6564, Portland, Oregon 97228  
(503) 224-1906

# CLIENT TRUST ACCOUNT ADDENDUM WASHINGTON

At Buyer's request and direction, Earnest Money Funds received by Realty Marketing/Northwest ("RM/NW") in excess of \$10,000 may be placed in a Washington State banking institution's interest-bearing Client Trust Account with all accrued interest for an account open longer than 30 days<sup>1</sup>, minus any bank charges/fees, to be credited to the Purchaser at closing. **If your funds do not exceed \$10,000, your funds will be placed in RM/NW's pooled Client Trust Account with all accrued interest going to the Washington State Housing Trust Fund.**

If your funds exceed \$10,000, please check the appropriate box below regarding earnest money and sign in the space provided below.

- Funds to be placed in RM/NW's Pooled Client Trust Account, with all accrued interest to go to the Washington State Housing Fund.
- Place Earnest Money Funds in an interest-bearing Client Trust Account with interest accruing to the Purchaser. I understand that bank charges/fees may exceed the interest earned on my account.\*

***\*NOTE: If you check this box to request the earnest money be placed in an interest-bearing Client Trust Account, you must do the following:***

1. Complete the attached W-9 Form; and
2. Complete the attached Personal/Corporate Information Sheet. This information is required by the Bank (and by law) in order to open an interest-bearing Client Trust Account.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

<sup>1</sup> The bank is not required to pay any interest on an account that remains open less than 30 days.

## PERSONAL/CORPORATE INFORMATION SHEET

If you have chosen Earnest Money Funds to be placed in an interest-bearing Client Trust Account with interest, minus any bank charges/fees, accruing to the Purchaser, PLEASE PROVIDE THE FOLLOWING INFORMATION:

### PERSONAL INFORMATION FORM

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Mother's Maiden Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_

Driver's License #: \_\_\_\_\_ Issue/Exp. Date: \_\_\_\_\_

Secondary ID#: \_\_\_\_\_ Issue/Exp. Date: \_\_\_\_\_

*(VISA/MC, Passport, Resident Alien Card, Department Store Card)*

Signature: \_\_\_\_\_

### CORPORATE INFORMATION FORM

Business Name: \_\_\_\_\_

Tax Id. #: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_

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

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Seller's Transfer  
Disclosure Statement**

**To be sent under  
separate cover**

# THE LAW OF REAL ESTATE AGENCY

This pamphlet describes your legal rights in dealing with a real estate firm or broker. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law.

- SEC. 1. Definitions.** Defines the specific terms used in the law.
- SEC. 2. Relationships between Brokers and the Public.** Prescribes that a broker who works with a buyer or tenant represents that buyer or tenant — unless the broker is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also prescribes that in a transaction involving two different brokers licensed to the same real estate firm, the firm's designated broker and any managing broker responsible for the supervision of both brokers, are dual agents and each broker solely represents his or her client — unless the parties agree in writing that both brokers are dual agents.
- SEC. 3. Duties of a Broker Generally.** Prescribes the duties that are owed by all brokers, regardless of who the broker represents. Requires disclosure of the broker's agency relationship in a specific transaction.
- SEC. 4. Duties of a Seller's Agent.** Prescribes the additional duties of a broker representing the seller or landlord only.
- SEC. 5. Duties of a Buyer's Agent.** Prescribes the additional duties of a broker representing the buyer or tenant only.
- SEC. 6. Duties of a Dual Agent.** Prescribes the additional duties of a broker representing both parties in the same transaction, and requires the written consent of both parties to the broker acting as a dual agent.
- SEC. 7. Duration of Agency Relationship.** Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.
- SEC. 8. Compensation.** Allows real estate firms to share compensation with cooperating real estate firms. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.
- SEC. 9. Vicarious Liability.** Eliminates the liability of a party for the conduct of the party's agent or subagent, unless the principal participated in or benefited from the conduct or the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent.
- SEC. 10. Imputed Knowledge and Notice.** Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.
- SEC. 11. Interpretation.** This law establishes statutory duties which replace common law fiduciary duties owed by an agent to a principal.
- SEC. 12. Short Sale.** Prescribes an additional duty of a firm representing the seller of owner-occupied real property in a short sale.

## SECTION 1: DEFINITIONS.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) “Agency relationship” means the agency relationship created under this chapter or by written agreement between a real estate firm and a buyer and/or seller relating to the performance of real estate brokerage services.

(2) “Agent” means a broker who has entered into an agency relationship with a buyer or seller.

(3) “Broker” means broker, managing broker, and designated broker, collectively, as defined in chapter 18.85 RCW, unless the context requires the terms to be considered separately.

(4) “Business opportunity” means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof when the transaction or business includes an interest in real property.

(5) “Buyer” means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.

(6) “Buyer’s agent” means a broker who has entered into an agency relationship with only the buyer in a real estate transaction, and includes sub-agents engaged by a buyer’s agent.

(7) “Confidential information” means information from or concerning a principal of a broker that:

(a) Was acquired by the broker during the course of an agency relationship with the principal;

(b) The principal reasonably expects to be kept confidential;

(c) The principal has not disclosed or authorized to be disclosed to third parties;

(d) Would, if disclosed, operate to the detriment of the principal; and

(e) The principal personally would not be obligated to disclose to the other party.

(8) “Dual agent” means a broker who has entered into an agency relationship with both the buyer and seller in the same transaction.

(9) “Material fact” means information that substantially adversely affects the value of the property or a party’s ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction. The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.

(10) “Owner-occupied real property” means real property consisting solely of a single-family residence, a residential condominium unit, or a residential cooperative unit that is the principal residence of the borrower.

(11) “Principal” means a buyer or a seller who has entered into an agency relationship with a broker.

(12) “Real estate brokerage services” means the rendering of services for which a real estate license is required under chapter 18.85 RCW.

(13) “Real estate firm” or “firm” have the same meaning as defined in chapter 18.85 RCW.

(14) “Real estate transaction” or “transaction” means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this chapter, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.

(15) “Seller” means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.

(16) “Seller’s agent” means a broker who has entered

into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's agent.

(17) "Subagent" means a broker who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the broker in writing to appoint subagents.

## **SECTION 2: RELATIONSHIPS BETWEEN BROKERS AND THE PUBLIC.**

(1) A broker who performs real estate brokerage services for a buyer is a buyer's agent unless the:

(a) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, in which case the broker is a seller's agent;

(b) Broker has entered into a subagency agreement with the seller's agent's firm, in which case the broker is a seller's agent;

(c) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, and the broker's firm has appointed the broker to represent the buyer pursuant to a written agency agreement between the firm and the buyer, in which case the broker is a dual agent;

(d) Broker is the seller or one of the sellers; or

(e) Parties agree otherwise in writing after the broker has complied with RCW 18.86.030(1)(f).

(2) In a transaction in which different brokers affiliated with the same firm represent different parties, the firm's designated broker and any managing broker responsible for the supervision of both brokers, is a dual agent, and must obtain the written consent of both parties as required under RCW 18.86.060. In such case, each of the brokers

shall solely represent the party with whom the broker has an agency relationship, unless all parties agree in writing that the broker is a dual agent.

(3) A broker may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the broker complies with this chapter in establishing the relationships for each transaction.

## **SECTION 3: DUTIES OF A BROKER GENERALLY.**

(1) Regardless of whether a broker is an agent, the broker owes to all parties to whom the broker renders real estate brokerage services the following duties, which may not be waived:

(a) To exercise reasonable skill and care;

(b) To deal honestly and in good faith;

(c) To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;

(d) To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the broker has not agreed to investigate;

(e) To account in a timely manner for all money and property received from or on behalf of either party;

(f) To provide a pamphlet on the law of real estate agency in the form prescribed in

RCW 18.86.120 to all parties to whom the broker renders real estate brokerage services, before the party signs an agency agreement with the broker, signs an offer in a real estate transaction handled by the broker, consents to dual agency, or waives any rights, under RCW 18.86.020(1)(e), 18.86.040(1)(c), 18.86.050(1)(e), or 18.86.060(2)(e) or (f), whichever occurs earliest; and

(g) To disclose in writing to all parties to whom the broker renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the broker, whether the broker represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."

(2) Unless otherwise agreed, a broker owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the broker to be reliable.

## **SECTION 4: DUTIES OF A SELLER'S AGENT.**

(1) Unless additional duties are agreed to in writing signed by a seller's agent, the duties of a seller's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction;

(b) To timely disclose to the seller any conflicts of interest;

(c) To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the seller's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.

(2) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller's agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers affiliated with the same firm in competing transactions involving the same buyer does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.

## **SECTION 5: DUTIES OF A BUYER'S AGENT.**

(1) Unless additional duties are agreed to in writing signed by a buyer's agent, the duties of a buyer's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer's interest in a transaction;

(b) To timely disclose to the buyer any conflicts of interest;

(c) To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the buyer's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a buyer's agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the buyer's agent.

(2) (a) The showing of property in which a buyer is interested to other prospective buyers by a buyer's agent does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers affiliated with the same firm in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

## **SECTION 6:**

### **DUTIES OF A DUAL AGENT.**

(1) Notwithstanding any other provision of this chapter, a licensee may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with

RCW 18.86.030(1)(f), which consent must include a statement of the terms of compensation.

(2) Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:

(a) To take no action that is adverse or detrimental to either party's interest in a transaction;

(b) To timely disclose to both parties any conflicts of interest;

(c) To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;

(d) Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;

(e) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and

(f) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a dual agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the dual agent.

(3) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is

adverse or detrimental to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers licensed to the same firm in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.

- (4) (a) The showing of property in which a buyer is interested to other prospective buyers or the presentation of additional offers to purchase property while the property is subject to a transaction by a dual agent does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers licensed to the same firm in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

## **SECTION 7: DURATION OF AGENCY RELATIONSHIP.**

(1) The agency relationships set forth in this chapter commence at the time that the broker undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following:

- (a) Completion of performance by the broker;
- (b) Expiration of the term agreed upon by the parties;
- (c) Termination of the relationship by mutual agreement of the parties; or
- (d) Termination of the relationship by notice from either party to the other. However, such

a termination does not affect the contractual rights of either party.

(2) Except as otherwise agreed to in writing, a broker owes no further duty after termination of the agency relationship, other than the duties of:

- (a) Accounting for all moneys and property received during the relationship; and
- (b) Not disclosing confidential information.

## **SECTION 8: COMPENSATION.**

(1) In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms.

(2) An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the broker.

(3) A seller may agree that a seller's agent's firm may share with another firm the compensation paid by the seller.

(4) A buyer may agree that a buyer's agent's firm may share with another firm the compensation paid by the buyer.

(5) A firm may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction.

(6) A firm may receive compensation based on the purchase price without breaching any duty to the buyer or seller.

(7) Nothing contained in this chapter negates the requirement that an agreement authorizing or employing a broker to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

## **SECTION 9: VICARIOUS LIABILITY.**

(1) A principal is not liable for an act, error, or omission by an agent or subagent of the principal arising out of an agency relationship:

(a) Unless the principal participated in or authorized the act, error, or omission; or

(b) Except to the extent that:

(i) the principal benefited from the act, error, or omission; and

(ii) the court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent.

(2) A broker is not liable for an act, error, or omission of a subagent under this chapter, unless that broker participated in or authorized the act, error or omission. This subsection does not limit the liability of a firm for an act, error, or omission by a broker licensed to the firm.

## **SECTION 10: IMPUTED KNOWLEDGE AND NOTICE.**

(1) Unless otherwise agreed to in writing, a principal does not have knowledge or notice of any facts known by an agent or subagent of the principal that are not actually known by the principal.

(2) Unless otherwise agreed to in writing, a broker does not have knowledge or notice of any facts known by a subagent that are not actually known by the broker. This subsection does not limit the knowledge imputed to the designated broker or any managing broker responsible for the supervision of the broker of any facts known by the broker.

## **SECTION 11: INTERPRETATION.**

The duties under this chapter are statutory duties and not fiduciary duties. This chapter supersedes the fiduciary duties of an agent to a principal under the common law. The common law continues to apply to the parties in all other respects. This chapter does not affect the duties of a broker while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.

## **SECTION 12: SHORT SALE.**

When the seller of owner-occupied residential real property enters into a listing agreement with a real estate firm where the proceeds from the sale may be insufficient to cover the costs at closing, it is the responsibility of the real estate firm to disclose to the seller in writing that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the real property, for less than the amount the borrower owes, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including fees such as the real estate firm's commission.

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Northwest Multiple Listing Service

Revised July 2013  
RCW 18.86.120

# **BROKER COOPERATION**

A real estate commission of 2% will be paid to the real estate agent whose Buyer closes on the purchase of this Auction Property.

**The real estate agent must be a broker currently licensed by his/her state of residence or a salesperson licensed under such broker. Cooperating broker's commission will be paid only upon close of escrow. Cooperating brokers will not share in any payment of liquidated damages.**

**Broker sign on Bid Form.**