



REGULAR CITY COUNCIL MEETING

March 15, 2016

A G E N D A

Council Chambers
7pm

TURN OFF ALL CELL PHONES & PAGERS-EMERGENCY PERSONNEL USE SILENT ALERT

A. CALL TO ORDER/PRESENTATION OF COLORS

B. ROLL CALL

C. READING AND APPROVAL OF MINUTES

1. Regular Meeting – March 1, 2016
2. Workshop – February 29, 2016

D. OPENING REMARKS, "HOUSEKEEPING" ITEMS, EXECUTIVE SESSION REQUESTS, ETC.

1. Liquor License Request- BCEDC

E. APPROVAL OF AGENDA (Only essential changes not requiring preparation, review, public notice, or action may be added)

F. VISITOR COMMENTS- *for non-agenda items.*

Council will not take action on an item not already on agenda without time to research, read, and receive staff report. Items may be added on future agenda, but not current agenda. Please do not speak or make remarks unless recognized by the Chair, then if you are called, come forward to microphone, give name and address for minutes recorder. Council chamber over-flow will be moved to City Community Center.

G. REGULAR REPORTS:

1. Sheriff Report+ Definitions
2. EDC Report
3. Staff Report
 - a) Code Report
 - b) Treasurer Report
4. Engineer Report
5. Council Committee Reports
 - a) Assign PAC representative

H. ITEMS FOR APPROVAL:

1. Second Reading - Ordinance 954– Amending BCMC Sections 17.12.050 and 17.16.250
2. Resolution #2016-05- Auth. Mayor to sign Street Light Maintenance Agreement
3. Resolution #2016-06- Auth. Mayor to sign Inter-local Agreement – Solid Waste Management
4. Vouchers

I. ITEMS FOR DISCUSSION:

J. GENERAL COUNCIL COMMENTS:

K. ADJOURNMENT



**City of Benton City
Regular Council Meeting Minutes
March 1st, 2016**

CALL TO ORDER – Mayor Lehman called the March 1st, 2016 Regular Council meeting to order at 7:00 p.m. (*Audio recording not available) (-01:00:53**Video recording begins)

PRESENTATION OF THE COLORS – Mayor Lehman led the Council and audience in the Pledge of Allegiance. (-01:00:51**)

ROLL CALL – (-01:00:23**) Councilmembers Present –
Mary Lettau
Dave Sandretto
Jake Mokler
Lisa Stade
Vanessa Coates

City Staff Present –
Stephanie Haug, City Clerk/Treasurer
Paula Kauer, General Clerk
Kyle Kurth, Maintenance Foreman

Other Professionals Present –
Eric Ferguson, City Attorney, Kerr Law Group
Alan Rainey, City Engineer, Spink Engineering, LLC
Randy Rutledge, Consultant, Benton City E.D.C.

READING AND APPROVAL OF MINUTES (-1:00:06*)

- **REGULAR MEETING FEBRUARY 16TH, 2016**

Councilmember Stade: Madam Mayor, I move to approve the February 16th Minutes as typed.

Councilmember Sandretto: Second.

MOTION #1- C. L. Stade moved and C. D. Sandretto seconded to approve the Minutes of the February 16th, 2016 Regular Council Meeting as written.

VOICE VOTE #1- C. D. Sandretto, C. L. Stade, C. M. Lettau, C. J. Mokler, C. V. Coates
ALL YEAS. Motion carried.

OPENING REMARKS, “HOUSEKEEPING” ITEMS, EXECUTIVE SESSION REQUESTS, ETC. – (-00:59:32**)

Ms. Haug – Have request to add marijuana regulations to discussion

APPROVAL OF AGENDA (-00:58:43**)

Councilmember Lettau: Madam Mayor, I make a motion that we approve the Agenda as amended.

Councilmember Sandretto: Second that.

MOTION #2- C. M. Lettau moved and C. D. Sandretto seconded to approve the Agenda as amended.

VOICE VOTE #2- C. D. Sandretto, C. L. Stade, C. M. Lettau, C. J. Mokler, C. V. Coates
ALL YEAS. Motion carried.

VISITOR COMMENTS - None (-00:58:31**)

REGULAR REPORTS

1. EDC REPORTS – (-00:58:19**) Randy Rutledge, Consultant, Benton City E.D.C.
*** Requested to move to March 15th Regular Council Meeting ***

2. STAFF REPORTS – (-00:57:50**) **Stephanie Haug, City Clerk/Treasurer** – – In packet
Maintenance Report – Trailer Park Update * **Council Discussion** *

3. ENGINEER REPORT – (-00:51:12**) **Alan Rainey, City Engineer, Spink Engineering, LLC**

Roundabout Utilities Relocate – Sewer cleaning – City Hall Estimates * **Council Discussion** *

4. COUNCIL COMMITTEE REPORTS (-00:46:20)**

Councilmember Mokler – *Emergency Services* – Officers – Radio issues in Benton County with Sheriff – Merger with SECOMM – Franklin County

Councilmember Stade – *Ben Franklin Transit* – Follow up on Title 6 – Dual languages –
– City development in compliance – General Manager search

ITEMS FOR APPROVAL:

1. SECOND READING – ORDINANCE 951 – AMENDING BENTON CITY’S COMPREHENSIVE PLAN - (-00:43:13)**

Ms. Haug – Background of amendment

Councilmember Lettau: Madam Mayor, I move to approve on the Second Reading, Ordinance 951 of the City of Benton City, Washington, amending the Comprehensive Plan, including the land use map.

Councilmember Coates: I second.

MOTION #3- C. M. Lettau moved and C. V. Coates seconded to approve on the Second Reading, Ordinance 951 of the City of Benton City, Washington, amending the Comprehensive Plan, including the land use map.

VOICE VOTE #3- C. D. Sandretto, C. L. Stade, C. M. Lettau, C. J. Mokler, C. V. Coates
ALL YEAS. Motion carried.

2. SECOND READING – ORDINANCE 952 – REZONING 1205 13TH STREET - (-00:40:15)**

Ms. Haug – Background of rezone

Councilmember Stade: I propose that we, I make a motion to accept ordinance and to pass Ordinance 952 of the City of Benton City, Washington, amending the zoning classification of certain real property located west of 13th Street, for reference purposes referred to a s1205 13th Street, consisting of approximately .18 acres from C-1 Commercial to R-3, High Density Residential District.

Councilmember Sandretto: Second.

MOTION #4- C. L. Stade moved and C. D. Sandretto seconded to approve Resolution #2015-03, a resolution of the City of Benton City to sign the amended Agreement for Services between the City of Benton City and the Benton City Economic Development Council.

VOICE VOTE #4- C. D. Sandretto, C. L. Stade, C. M. Lettau, C. J. Mokler, C. V. Coates
ALL YEAS. Motion carried.

3. FIRST READING – ORDINANCE – AMENDING BCMC SECTIONS 17.12.050 AND 17.16.250 (-00:37:29)**

Ms. Haug – Explanation of amendment

Councilmember Stade: I move to approve on the First Reading, an ordinance of the City of Benton City, Washington, amending Section 17.12.050 “Plat Map” and Section 17.16.250 “Procedure and Requirements”.

Councilmember Lettau: I second.

MOTION #5- C. L. Stade moved and C. M. Lettau seconded to approve on the First Reading, an ordinance of the City of Benton City, Washington, amending Section 17.12.050 “Plat Map” and Section 17.16.250 “Procedure and Requirements”.

VOICE VOTE #5- C. L. Stade, C. M. Lettau, C. D. Sandretto, C. J. Mokler, C. V. Coates
ALL YEAS. Motion carried.

4. RESOLUTION #2016-04 – EMERGENCY MOLD ABATEMENT -00:35:31)**

Alan Rainey, City Engineer, Spink Engineering, LLC – Explanation of mold abatement

Councilmember Sandretto: I move to approve Resolution #2016-04, a resolution ratifying emergency City Hall mold abatement.

Councilmember Coates: I second.

MOTION #6- C. D. Sandretto moved and C. V. Coates seconded to approve on the First Reading, an ordinance of the City of Benton City, Washington, amending Section 17.12.050 “Plat Map” and Section 17.16.250 “Procedure and Requirements”.

ROLL CALL VOTE #6- C. V. Coates, C. D. Sandretto, C. J. Mokler, C. M. Lettau, C. L. Stade
ALL YEAS. Motion carried.

5. CINTAS UNIFORM CONTRACT (-00:28:52)**

Ms. Haug – Explanation of contract status * **Council Discussion ***

Councilmember Lettau: Madam Mayor, I move to approve the Cintas Uniform and Mat Service Agreement, and authorize staff to take the necessary steps to secure their service and discontinue use of our previous provider.

Councilmember Stade: Second it.

MOTION #7- C. M. Lettau moved and C. L. Stade seconded to approve the Cintas Uniform and Mat service Agreement, and authorize staff to take the necessary steps to secure their service and discontinue use of our previous provider.

VOICE VOTE #7- C. L. Stade, C. M. Lettau, C. D. Sandretto, C. J. Mokler, C. V. Coates
ALL YEAS. Motion carried.

6. VOUCHERS (-00:23:58)**

Councilmember Lettau: I move to approve payment of Claim check numbers 27474 through 27490 and EFTs as listed in the amount of \$68,015.37 this 1st day of March, 2016.

Councilmember Sandretto: Second.

MOTION #8- C. M. Lettau moved and C. D. Sandretto seconded for the City Council of the City of Benton City, Washington, to hereby authorize payment of Claim Check Numbers 27474 through 27490 and EFTs as listed in the amount of \$68,015.37, this 1st of March, 2016.

ROLL CALL VOTE #8- C. D. Sandretto, C. M. Lettau, C. L. Stade, C. V. Coates, C. J. Mokler
ALL YEAS. Motion carried.

ITEMS FOR DISCUSSION

1. MARIJUANA UPDATE - (-00:23:00)**

Eric Ferguson, City Attorney, Kerr Law Group – Marijuana Regulations to Planning Commission
* **Council Discussion ***

Councilmember Stade: I make a motion to send the regulation back to Planning Commission to get (inaudible) and follow up on procedures and update with current laws and how to handle the Conditional Use Permit as it relates to marijuana.

Councilmember Coates: Second.

MOTION #9- C. L. Stade moved and C. V. Coates seconded to move the marijuana regulations back to the Planning Commission for follow up.

VOICE VOTE #9- C. J. Mokler, C. D. Sandretto, C. V. Coates, C. M. Lettau, C. L. Stade
ALL YEAS. Motion carried.

GENERAL COUNCIL COMMENTS – (-00:05:27)**

Councilmember Stade – Bob Dunlap - Historical exhibits at the Reach * **Council Discussion ***

ADJOURNMENT – Mayor Lehman (-00:01:41)**

Councilmember Sandretto: Madam Mayor, I make a motion that we adjourn.

Councilmember Coates: Second.

MOTION #10– C. D. Sandretto moved and C. V. Coates seconded to adjourn the March 1st, 2016 Regular Council Meeting at 7:59 p.m.

**VOICE VOTE #10– C. D. Sandretto, C. L. Stade, C. M. Lettau, C. V. Coates, C. J. Mokler
ALL YEAS. Motion carried.**

Meeting adjourned at 7:59 p.m. (-00:01:30**Video recording ends)

Linda Lehman
Mayor, City of Benton City

Stephanie Haug, CMC
City Clerk-Treasurer

Date: _____

**City of Benton City
Special Council Workshop Meeting Minutes
February 29th, 2016**

A. CALL TO ORDER – Mayor Lehman called the February 29th, 2016 Special Council Workshop Meeting to order at 5:47 p.m. (*Audio recording not available)

B. ROLL CALL – Councilmembers Present – **Mary Lettau**
Dave Sandretto
Jake Mokler

Councilmembers Absent – **Vanessa Coates**
Lisa Stade

City Staff Present – **Stephanie Haug, City Clerk/Treasurer**

Other Professionals Present – **Alan Rainey, Engineer, Spink Engineering, LLC**

C. iPad TRAINING - Stephanie Haug, City Clerk/Treasurer
iPad Policy and Agreement to Abide Thereby

D. ADJOURNMENT

Councilmember Sandretto: *I move to adjourn.*

Councilmember Lettau: *I second.*

MOTION #1- C. D. Sandretto moved and C. M. Lettau seconded to adjourn the February 29th, 2016 Special Council Workshop Meeting at 6:25 p.m.

VOICE VOTE #1- C. J. Mokler, C. M. Lettau, C. D. Sandretto
ALL YEAS. Motion carried.

Meeting adjourned at 6:25 p.m.

Linda Lehman
Mayor, City of Benton City

Stephanie Haug
City Clerk-Treasurer

Date: _____

URGENT

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF BENTON CITY

FEBRUARY 26, 2017

SPECIAL OCCASION #: 368242

BENTON CITY ECONOMIC DEVELOPMENT COUNCIL
513 9TH ST
BENTON CITY WA 99320

RECEIVED
MAR 02 2016
BY: [Signature]

DATE: MARCH 12, 2016

TIME: 6 PM TO 11 PM

PLACE: ST FRANCIS XAVIER CABRINI ASSEMBLY HALL- 1000 HORNE DR, BENTON CITY

CONTACT: CHELSEA WRIGHT (DOB 2.29.84) 509-713-5836

SPECIAL OCCASION LICENSES

- * Licenses to sell beer on a specified date for consumption at a specific place.
* License to sell wine on a specific date for consumption at a specific place.
* Beer/Wine/Spirits in unopened bottle or package in limited quantity for off premise consumption.
* Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- 1. Do you approve of applicant? YES NO
2. Do you approve of location? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES NO

OPTIONAL CHECK LIST

EXPLANATION

Table with 2 columns: OPTIONAL CHECK LIST (LAW ENFORCEMENT, HEALTH & SANITATION, FIRE, BUILDING, ZONING, OTHER) and EXPLANATION (YES, NO).

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

LESS THAN 20 DAYS



**Washington State
Liquor and Cannabis Board**
PO Box 43098, 3000 Pacific Ave. SE, Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710

March 06, 2016

Dear Local Authority:
RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.

o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 03/06/2016
LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF BENTON CITY
(BY ZIP CODE) FOR EXPIRATION DATE OF 20160630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. MEURNICE WILSON POST NO. 115 THE AMERICAN LEGION	BENTON CITY/RICHLAND POST 115 908 DALE AVE BENTON CITY WA 99320 0000	074252	PRIVATE CLUB - SPIRITS/BEER/WINE
2. YOUNG & IN, INC	PIK - A - POP #2 505 9TH BENTON CITY WA 99320 0000	367889	GROCERY STORE - BEER/WINE
3. MIRANDA'S MEAT MARKET LLC #2	MIRANDA'S MEAT MARKET 1009 DALE AVE STE C BENTON CITY WA 99320 9560	419770	GROCERY STORE - BEER/WINE
4. K B FOODS LLC	KI BE MARKET GROCERY AND FEED 1215 HORNE DR BENTON CITY WA 99320 9766	365234	GROCERY STORE - BEER/WINE SPIRITS RETAILER

BENTON CITY MONTHLY REPORT

Definitions						
AA	Arrested Adult					
AJ	Arrested Juvenile					
EA	Exceptional Clearance - Adult					
EJ	Exceptional Clearance - Juvenile					
U	Unfounded					
A/	Accident					
A/DUI	- DUI					
A/FATAL	- Fatality					
A/FTSID	Failure to Stop and ID					
A/IND	Industrial					
A/OTH	Other					
A/PED	Pedestrian					
A/VEH	Vehicle					
ABDUCT	Abduction					
ADULT/OTH	Adult / Other					
ALARM						
ANIMAL						
ARSON						
ASSIST						
ASLT/DV	Assault / Domestic Violence					
ASLT/OFC	Assault / Officer					
ASSAULT						
ATL	Attempt to Locate					
AUTO/THEFT						
BIGAMY						
BOMB/THR	Bomb / Threat					
BURG/ATT	Burglary Attempt					
BURGLARY						
BUS/SCHL	School Bus Violation					
CHILD/OTH	Child / Other					
CIVIL						
COUNTERF	Counterfeit					
DEATH						
DIS/COND	Disorderly Conduct					
DISTURB	Disturbance					
DOMESTIC						
DROWN						
DUI	Driving Under the Influence					
DUMPING						
ELUDING						
EMBZL	Embezzlement					
FIREWORKS						
FLD/ARR	Field Arrest					
FORGERY						
FRAUD						
FT/REG	Failure to Register (Sex Offender)					
FUGITIVE						
GAM/VIO	Game Violation (Fish & Wildlife)					
GAMBL	Gambling					
GANG/GRAF	Gang Graffiti					
HARASS	Harassment					
HAZ/MAT	Hazardous Materials					
HOMICIDE						

BENTON CITY MONTHLY REPORT

Definitions						
ID/THEFT	Identify Theft					
INFO	Information					
INTIMIDATE						
KIDNAP						
LEWD/COND	Lewd Conduct					
LIQ/LAW	Liquor Law Violation					
LITTER						
LOIT	Loitering					
LURING						
MAL/HARAS	Malicious Harassment					
MAL/MISC	Malicious Mischief					
MENTAL						
MINOR/TOB	Minor in Possession of Tobacco					
MISSING						
NARCOTICS						
NOISE ORD	Noise Ordinance Violation					
OBSTRUCT	Obstructing					
ORDER/MIO	Order Violation					
PHONE						
POSS/SPROP	Possession of Stolen Property					
PROPERTY						
PROSTIT	Prostitution					
RAPE						
REC/STLN	Recovered Stolen (property)					
ROBBERY						
RUNAWAY						
SEARCH/WRNT	Search Warrant					
SEX/OFF	Sex Offense					
STALKING						
SUICIDE						
SUICIDE/AT	Suicide Attempt					
SUSP/CIRCU	Suspicious Circumstances					
TATTOOING						
THEFT						
THEFT/SL	Theft Shoplifting					
THREATS						
TMVWOP	Taking Motor Vehicle without Permission					
TRESPASS						
UIBC	Unlawful Issuance of Bank Check					
VEH/IMP	Vehicle Impound					
VEH/PROWL	Vehicle Prowl					
WARNT/OUT	Out of County Warrant Service					
WARNT/SER	Benton County Warrant Service					
WEAPONS						
WELF/CKS	Welfare Check					

John Brown
Code Enforcement



CITY OF BENTON CITY
OFFICE OF CODE ENFORCEMENT
P.O. Box 70, * Benton City * Washington 99320 * (509) 588-3322

February 12, 2016 thru March 10, 2016

Public Contact: 115

Notice to Comply or Warning:

8 - Dog Control

101 - City Dog License and Rabies Vaccination

3 - Stop Work Orders (No Permit or Business License)

3 - Garbage Service

1 - Open Burning

2 - Living in RV

5 - Debris and Trash

Impounded Animals: 4 DOA and 4 Dogs

Released to Owner: 4

Welfare check: 1

Building Permits: 11

TREASURERS REPORT

Fund Totals

City Of Benton City
MCAG #: 199

02/01/2016 To: 02/29/2016

Time: 09:30:55 Date: 03/11/2016
Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 Current Expense Fund	620,064.01	105,656.13	82,803.12	642,917.02	4,490.14	21,426.89	-3,343.68	665,490.37
101 City Street Fund	233,892.62	7,298.43	11,385.31	229,805.74	0.00	4,868.66	0.00	234,674.40
103 Sos Archive Grant	5,696.41	0.00	7,656.30	-1,959.89	0.00	0.00	0.00	-1,959.89
302 Park & Recreation Fund	99,835.23	656.68	1,074.50	99,417.41	0.00	0.00	0.00	99,417.41
350 I-82 Business/Industrial Park	27,707.71	52.78	500.00	27,260.49	0.00	0.00	0.00	27,260.49
401 Water Fund	82,356.98	40,053.32	31,348.21	91,062.09	812.72	10,848.01	-2,045.21	100,677.61
402 Sewer Fund	741,530.03	53,949.73	27,300.05	768,179.71	809.38	10,262.95	-2,752.73	776,499.31
406 Sewer/water Capital Improvement	91,770.93	316.25		92,087.18	0.00	0.00	0.00	92,087.18
407 Sewer/water Capital Maint.	182,729.34	0.00		182,729.34	0.00	0.00	0.00	182,729.34
	2,085,583.26	207,983.32	162,067.49	2,131,499.09	6,112.24	47,406.51	-8,141.62	2,176,876.22

TREASURERS REPORT

Account Totals

City Of Benton City
MCAG #: 199

02/01/2016 To: 02/29/2016

Time: 09:30:55 Date: 03/11/2016
Page: 2

Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	Checking	494,283.29	207,480.69	162,092.77	539,671.21	-8,141.62	53,518.75	585,048.34
5	Petty Cash Fund	100.00	0.00	0.00	100.00	0.00	0.00	100.00
6	Cash Drawers	200.00	0.00	0.00	200.00	-200.00	0.00	0.00
	Total Cash:	494,583.29	207,480.69	162,092.77	539,971.21	-8,341.62	53,518.75	585,148.34
Investment Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
2	LGIP	1,581,637.93	527.88	0.00	1,582,165.81	0.00	0.00	1,582,165.81
3	Money Market	9,562.04	0.03	0.00	9,562.07	0.00	0.00	9,562.07
	Total Investments:	1,591,199.97	527.91	0.00	1,591,727.88	0.00	0.00	1,591,727.88
		2,085,783.26	208,008.60	162,092.77	2,131,699.09	-8,341.62	53,518.75	2,176,876.22

TREASURERS REPORT

Fund Investments By Account

City of Benton City
MCAG #: 199

Time: 09:30:55 Date: 03/11/2016
Page: 3

02/01/2016 To: 02/29/2016

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 Current Expense Fund	483,919.66		105.58	105.58		484,025.24
101 000 City Street Fund	171,171.96		105.58	105.58		171,277.54
302 000 Park & Recreation Fund	39,776.08		52.78	52.78		39,828.86
350 000 I-82 Business/Industrial Park	20,995.16		52.78	52.78		21,047.94
401 000 Water Fund	43,519.02		105.58	105.58		43,624.60
402 000 Sewer Fund	656,025.99		105.58	105.58		656,131.57
406 000 Sewer/water Capital Improvement	74,534.06					74,534.06
407 000 Sewer/water Capital Maint.	91,696.00					91,696.00
2 - LGIP	1,581,637.93	0.00	527.88	527.88		1,582,165.81
001 000 Current Expense Fund	858.80		0.03	0.03		858.83
101 000 City Street Fund	2,800.71					2,800.71
302 000 Park & Recreation Fund	737.13					737.13
350 000 I-82 Business/Industrial Park	612.37					612.37
401 000 Water Fund	1,854.87					1,854.87
406 000 Sewer/water Capital Improvement	1,664.82					1,664.82
407 000 Sewer/water Capital Maint.	1,033.34					1,033.34
3 - Money Market	9,562.04	0.00	0.03	0.03		9,562.07
	1,591,199.97	0.00	527.91	527.91		1,591,727.88

TREASURERS REPORT

Fund Investment Totals

City Of Benton City
MCAG #: 199

02/01/2016 To: 02/29/2016

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Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 Current Expense Fund	484,778.46		105.61	105.61		484,884.07	158,032.95
101 City Street Fund	173,972.67		105.58	105.58		174,078.25	55,727.49
103 Sos Archive Grant						0.00	-1,959.89
302 Park & Recreation Fund	40,513.21		52.78	52.78		40,565.99	58,851.42
350 I-82 Business/Industrial Park	21,607.53		52.78	52.78		21,660.31	5,600.18
401 Water Fund	45,373.89		105.58	105.58		45,479.47	45,582.62
402 Sewer Fund	656,025.99		105.58	105.58		656,131.57	112,048.14
406 Sewer/water Capital Improvement	76,198.88					76,198.88	15,888.30
407 Sewer/water Capital Maint.	92,729.34					92,729.34	90,000.00
	<u>1,591,199.97</u>		<u>527.91</u>	<u>527.91</u>		<u>1,591,727.88</u>	<u>539,771.21</u>

Ending fund balance (Page 1) - Investment balance = Available cash.

2,131,499.09

TREASURERS REPORT

Outstanding Vouchers

City Of Benton City
MCAG #: 199

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2016	996	02/24/2016	Util Pay	1		Xpress Bill-Pay	-71.15	Xpress Bill Pay Import - Returns
2016	998	02/24/2016	Util Pay	1		Xpress Bill-Pay	81.15	Xpress Bill Pay Import - EFT
2016	999	02/24/2016	Util Pay	1		Xpress Bill-Pay	71.15	Xpress Bill Pay Import - CheckFree
2016	1016	02/25/2016	Util Pay	1		Xpress Bill-Pay	45.59	Xpress Bill Pay Import - EFT
2016	1020	02/26/2016	Tr Rec	1		A-Legacy Construction	15.00	
2016	1049	02/26/2016	Util Pay	1		Xpress Bill Pay, Credit Card Payments	1,268.02	Xpress Bill Pay Import - CC
2016	1050	02/26/2016	Util Pay	1		Xpress Bill-Pay	10.50	Xpress Bill Pay Import - Metavante
2016	1051	02/26/2016	Util Pay	1		Xpress Bill-Pay	91.06	Xpress Bill Pay Import - iPay
2016	1052	02/27/2016	Util Pay	1		Xpress Bill-Pay	100.00	Xpress Bill Pay Import - EFT
2016	1048	02/29/2016	Util Pay	1		Batch Utility Customer	963.79	
2016	1053	02/29/2016	Util Pay	1		Batch Utility Customer	156.15	Am Drop Box
2016	1054	02/29/2016	Tr Rec	1		Norma Lua Interpreter Service	30.00	
2016	1071	02/29/2016	Tr Rec	1		Gibbs, Steven R.	200.00	
2016	1072	02/29/2016	Util Pay	1		Batch Utility Customer	540.76	
2016	1073	02/29/2016	Tr Rec	1		T-Mobile USA, Inc. Base Rent, 2000047316	991.88	
2016	1074	02/29/2016	Tr Rec	1		Sprint, SP52XC006	790.04	
2016	1075	02/29/2016	Tr Rec	1		Medina, Karen	250.00	
2016	1076	02/29/2016	Tr Rec	1		Sphere Foods Of WA, Inc.	30.00	
2016	1077	02/29/2016	Tr Rec	1		T-Mobile West LLC, 36-4027581	141.95	
2016	1078	02/29/2016	Tr Rec	1		Vonage America, FEIN 20-2758841	4.65	
2016	1079	02/29/2016	Tr Rec	1		The Terminix International Company LP	50.00	
2016	1080	02/29/2016	Tr Rec	1		Huminsky Heating & Cooling	50.00	
2016	1081	02/29/2016	Tr Rec	1		Creative Remodeling	50.00	
2016	1082	02/29/2016	Util Pay	1		Batch Utility Customer	15.00	
2016	1083	02/29/2016	Tr Rec	1		DNDS Corporate	50.00	
2016	1084	02/29/2016	Tr Rec	1		Fire And Water	50.00	
2016	1085	02/29/2016	Tr Rec	1		Integra Telecom of WA Inc.	35.00	
2016	1086	02/29/2016	Tr Rec	1		Eschelon Telecom of WA Inc.	35.00	
2016	1087	02/29/2016	Tr Rec	1		Electric Lightware LLC	35.00	
2016	1088	02/29/2016	Tr Rec	1		Rivard, Kim	40.00	
2016	1089	02/29/2016	Tr Rec	1		Shared Communication Services	35.00	
2016	1090	02/29/2016	Tr Rec	1		Michaels Electric	50.00	
2016	1099	02/29/2016	Tr Rec	1		Andres Carpet Care Services	50.00	
2016	1100	02/29/2016	Tr Rec	1		Haley, Shirley	33.00	
2016	1101	02/29/2016	Tr Rec	1		Calzadillas, JJ	25.00	
2016	1102	02/29/2016	Tr Rec	1		The Frosty Bear	35.00	
2016	1103	02/29/2016	Util Pay	1		Xpress Bill Pay, Credit Card Payments	1,631.08	Xpress Bill Pay Import - CC
2016	1104	02/29/2016	Util Pay	1		Xpress Bill-Pay	142.00	Xpress Bill Pay Import - CheckFree
2016	1106	02/29/2016	Tr Rec	1		General Customer	20.00	Cashier Overage

TREASURERS REPORT

Outstanding Vouchers

City Of Benton City
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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
							8,141.62	
Receipts Outstanding:								
2016	1058	02/29/2016	Payroll	1	EFT	Misty Ferrell	617.69	
2016	1059	02/29/2016	Payroll	1	EFT	Krista Harmon	1,684.60	
2016	1055	02/29/2016	Payroll	1	EFT	Jose Barragan	802.43	
2016	1056	02/29/2016	Payroll	1	EFT	John Brown	1,359.87	
2016	1060	02/29/2016	Payroll	1	EFT	Stephanie Haug	1,695.31	
2016	1061	02/29/2016	Payroll	1	EFT	Paula Kauer	840.62	
2016	1066	02/29/2016	Payroll	1	EFT	Nicholas Oscarson	1,488.06	
2016	1068	02/29/2016	Payroll	1	EFT	Ronnie Shumate	1,898.28	
2016	1070	02/29/2016	Payroll	1	EFT	Diana Washburn	1,242.88	
2016	1092	02/29/2016	Payroll	1	EFT	Aflac	407.70	02/01/2016 To 02/29/2016 - Aflac - Accident (Pre); 02/01/2016 To 02/29/2016 - Aflac - STD (Post); 02/01/2016 To 02/29/2016 - Aflac - Hospital IC (Pre)
2016	1093	02/29/2016	Payroll	1	EFT	Department of Retirement Systems	550.00	02/16/2016 To 02/29/2016 - Deferred Comp.
2016	1094	02/29/2016	Payroll	1	EFT	Department of Retirement Systems	7,055.48	02/01/2016 To 02/29/2016 - PRS2
2016	1095	02/29/2016	Payroll	1	EFT	IRS - EFT Processing System	11,333.50	941 Deposit For 02/01/2016 - 02/29/2016
2011	2331	07/19/2011	Claims	1	23931	Antonio & Maria Mendoza	0.64	Refund For Credit On Closed W/S Account
2013	2245	06/18/2013	Claims	1	25469	Ray & Connie Meredith	100.00	Community Center Deposit Refund
2013	3235	09/17/2013	Claims	1	25661	Dean Little	0.02	Refund Inactive Cust Credit Bal
2013	4181	12/17/2013	Claims	1	25833	Elyssa Guest	10.00	Refund inactive customer credit balance
2014	380	01/21/2014	Claims	1	25926	Melanie Marsh	1.00	Refund inactive customer credit balance
2014	3796	11/18/2014	Claims	1	26492	B.F. Walla Walla Good Roads	75.00	2014 Membership Dues - Lisa Stade
2014	3993	11/30/2014	Payroll	1	26544	Michelle McLeod	138.52	
2015	3530	10/20/2015	Claims	1	27192	Linda Cook	0.17	Refund inactive customer credit balance
2015	3805	11/17/2015	Claims	1	27249	Linda Cook	65.74	Refund inactive customer credit balance
2015	4266	12/31/2015	Payroll	1	27336	Connie Meredith	138.52	
2016	6	01/05/2016	Claims	1	27370	WA St. Assn. of Permit Technicians	35.00	Membership-JG Brown, Jr. - 2016
2016	287	01/19/2016	Claims	1	27395	Kevin & Lauren Doody	75.91	Refund inactive customer credit balance
2016	792	02/16/2016	Claims	1	27437	B.F. Walla Walla Good Roads	75.00	2016 Membership Dues
2016	809	02/16/2016	Claims	1	27454	Kerr Law Group	4,212.00	Inv No. 13413/Dec 2015 Charges
2016	815	02/16/2016	Claims	1	27460	Richardson's Garage	1,461.76	Inv No. 32809
2016	1057	02/29/2016	Payroll	1	27491	Vanessa Coates	138.52	
2016	1062	02/29/2016	Payroll	1	27492	Kyle Kurth	1,789.87	
2016	1063	02/29/2016	Payroll	1	27493	Linda Lehman	711.80	
2016	1064	02/29/2016	Payroll	1	27494	Mary Lettau	138.52	
2016	1065	02/29/2016	Payroll	1	27495	Jacob Mokler	118.52	

TREASURERS REPORT

Outstanding Vouchers

City Of Benton City
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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2016	1067	02/29/2016	Payroll	1	27496	David Sandretto	138.52	
2016	1069	02/29/2016	Payroll	1	27497	Lisa Stade	138.52	
2016	1096	02/29/2016	Payroll	1	27498	NCMI Corporation	686.28	02/01/2016 To 02/29/2016 - NCMI
2016	1097	02/29/2016	Payroll	1	27499	Teamsters Local 839	471.00	02/01/2016 To 02/29/2016 - TEAMSTERS 839
2016	1098	02/29/2016	Payroll	1	27500	Washington Teamsters Welfare Trust	11,821.50	02/01/2016 To 02/29/2016 - NW Admin
							53,518.75	

Fund	Claims	Payroll	Total
001 Current Expense Fund	4,490.14	21,426.89	25,917.03
101 City Street Fund	0.00	4,868.66	4,868.66
401 Water Fund	812.72	10,848.01	11,660.73
402 Sewer Fund	809.38	10,262.95	11,072.33
		47,406.51	53,518.75

TREASURERS REPORT

Signature Page

City Of Benton City
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I the undersigned officer for the City of Benton City have reviewed the foregoing report and acknowledge that to the best of my knowledge this report is accurate and true:

Signed:  3/11/16
Clerk/Treasurer / Date



1045 Jadwin Ave. Suite E ▪ 509.946.1581 ▪ Richland, WA 99352 ▪ www.spinkeng.com

ENGINEERING REPORT

March 15, 2016

PROJECTS IN CONSTRUCTION

- Job #13-113 Sewer Cleaning & Video
Columbia Pumping back on the job.
- Job #09-132 Well #5
Preconstruction Meeting held on Friday, March 11, 2016. Culbert Construction to begin work on Monday, March 21, 2016.
- Job #14-115 Round-About Utilities
Water and Sewer Completed and passed pressure testing. Expected completion of Round-About is July 2016. There will be several traffic re-routes during construction.
- Job #16-109 Wastewater Treatment Plant
Helped coordinate Clarifier repair of pump/PVC vertical Casing & assist with interim operation.
- Spink Engineering has a Level 1 Certified Operator that is available to cover at times when Benton City does not have a Certified Operator available.

City of Benton City-Committee Assignments-2016

	Committee	Meeting Day/Time	Assigned	Alternate	Paid Membership
1	Benton Franklin Council of Governments-Board	Third Friday of each month- Noon	Lehman		Yes
	Benton Franklin Council of Governments-PAC	Second Thursday of the month- 7am			Yes
	Benton Franklin Council of Governments-TAC	First Thursday of each month -11:30am	Spink		Yes
2	Good Roads Association	Third Wednesday of every other month starting in February. 5:30pm	Stade	Sandretto	Yes
3	Ben Franklin Transit	Second Thursday of each month - 7pm	Stade	Sandretto	No
5	Emergency Management	Fourth Thursday of Each Month- 7:30am	Mokler	No Alt. Allowed	Yes
6	Benton County Mosquito Control	4th Monday at each Month at 7pm	Coates	No Alt. Allowed	No
7	Yakima Basin Fish & Wildlife Recovery Board	Board of Directors-voting-multiple Mayor's		Stade	No
8	Benton Clean Air Authority-	multiple Mayors' Cities Appointment			Yes
9	TRIDEC	Wednesday Afternoon - Quarterly?	Lettau	Sandretto	No
10	Benton Franklin Solid Waste Management	Second Wednesday of each Month - afternoon	Coates		Yes
11	Red Mtn. Regional Vision Group		Sandretto	Stade	No
12	Small Cities	4th Wednesday of each month - 1pm	Sandretto	Stade	No
13	Ridges to Rivers	Meets about every 6 months, usually in the afternoon	Sandretto	Stade	No
14	Benton Co. Fire District #2	First Monday of each Month- 6pm Monday of Each month - 3:30PM	Stade	Lettau	No
15	Benton And Franklin Counties Continuum Of Care Task Force	Tuesdays Every other month, at 3pm	Coates		No
16	Finance & Budget	Springtime, as needed to review Annual Finance reports	Lettau	Coates	No

Currently Attending

Lehman

No

2 Benton City Chamber

Yes

Economic Development essentially is the loan program aspect of the agency - of which we administer three programs. Regional Revolving Loan Program (RRLF) is a Benton-Franklin fund with local funding and that from EDA. Columbia Regional Economic Development Trust (CREDiT) expands our lending area out to Walla Walla and Columbia Counties (but not within Tri-Cities urban). CREDiT is a stand-alone 501 (c)3 with a separate board. Third is Hanford Advisory Economic Investment Fund (HAIEF) which we provide loan services to HAIEF Board. There are CEDS committee and RRLF Loan Review committees - each of which ultimately have action taken by the Economic Development District (EDD) Board. **The EDD Board consists of an assortment of local agency reps IN ADDITION to the regular BFCG membership.** The action items are all handled in one single meeting of the BFCG Board - which convenes the EDD portion of agenda mid-meeting.

BFCG/EDD Board: *Delegate and Alternate to be determined* - HELD THIRD FRIDAY OF EACH MONTH (LUNCH MTG). You'll receive meeting invites the week prior (normally Friday) to BFCG Board meeting. Please do your best to respond, indicating attendance (or not) - it is very helpful knowing if we have adequate attendance for quorum and/or adequate seating. A message providing link to agenda and packet will follow the Friday PRIOR to each BFCG Board meeting - this message will provide link to meeting materials, which are only provided electronically upon website (BFCG Board Materials and Meeting info: <http://bfcog.us/meeting-materials/>). Correspondence upon BFCG Board topics will normally come from me directly.

Policy Advisory Committee (PAC): *Delegate and Alternate to be determined* - HELD SECOND THURSDAY OF EACH MONTH (7am BREAKFAST MTG). As soon as possible following Technical Advisory Committee (TAC), the PAC agenda and packet will be distributed via email. These materials are also only provided upon the agency website (<http://bfcog.us/transportation/policy-advisory-committee-pac/>). These materials are almost always provided one week prior - only in cases where TAC discussion requires some modification of materials might they lag into the week of meeting. These messages are likely to come from Tanna Dole.

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Second Reading - Ord. 954- Amending BCMC Sections
17.12.050 and 17.16.250

DATE/ITEM: 03-15-16- H 1

BUDGET INFORMATION

DEPT: General (Streets)

BUDGETED?

FUND: N/A

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of Ordinance 954, on its second reading, of the City Of Benton City, Washington, amending Section 17.12.050 "Plat Map" and Section 17.16.250 "Procedure And Requirements"

HISTORY

During recent meetings with the planning departments of Benton County cities and Benton County, it was brought to our attention that the County Auditor no longer requires plats to be recorded on Mylar material. This will save our applicants time and money, as they will now be able to submit the final documents on paper.

This ordinance changes our code to reflect their change.

ATTACHMENTS

- | | |
|--------------|----|
| 1) Ordinance | 3) |
| 2) | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve, on its second reading, Ordinance 954 of the City Of Benton City, Washington, amending Section 17.12.050 "Plat Map" and Section 17.16.250 "Procedure And Requirements"

First Reading: 3/1/2016

Second Reading: _____

ORDINANCE NO. 954

**AN ORDINANCE OF THE CITY OF BENTON CITY, WASHINGTON,
AMENDING SECTION 17.12.050 "PLAT MAP" AND SECTION
17.16.250 "PROCEDURE AND REQUIREMENTS"**

WHEREAS, City Staff has recently learned of updates to the recording requirements of the Benton County Auditor, and

WHEREAS, changing the recording requirements will save applicants money by removing the Mylar material requirement, and

WHEREAS, updating sections of the Benton City Municipal Code is needed to ensure consistency with County recording policies, NOW, THEREFORE,

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

Section 1. That Section 17.12.050 entitled "Plat Map" of the Benton City Municipal Code shall be and hereby is amended and shall read as follows:

17.12.050 Plat map. A plat map submitted for short subdivisions shall be drawn in ink on ~~good quality mylar~~ material approved by the County Auditor, sheet size eighteen inches by twenty-four inches to a scale not to exceed one inch equals one hundred feet, unless a different scale has been specifically approved by the administrator. The plat map shall be of the entire contiguous tract owned by the applicant and for which a tax statement is received. The plat map shall show the following:

- A. Name of the property owners and boundaries of existing subdivision lots for property abutting the proposed short subdivision.
- B. Boundaries of each lot and of the total subdivision, together with a description of monuments set.
- C. Legal description of the boundary for the short subdivision.
- D. Location of existing roads, utilities, easements or rights-of-way or other important features adjacent to and within the proposed short plat.
- E. Location of any roads, utilities, easements or rights-of-way proposed for the short plat.
- F. Notarized signatures of all parties having an interest in the land agreeing to the division of the property and the dedication of any rights-of-way or easements involved.
- G. Delineation of one hundred-year floodplains when present.
- H. Approval certificates as shown below:

LAND SURVEYOR'S CERTIFICATE

I, _____ a registered land surveyor hereby certify the short plat as shown hereon is based on an actual field survey of that land

described and that all corners and dimensions are correctly shown and that said short plat is staked on the grounds as indicated hereon.

Signature

Date

TREASURER'S CERTIFICATE

I hereby certify that the taxes on the land described hereon have been paid to and including the year _____.

Benton County Treasurer

Date

IRRIGATION DISTRICT CERTIFICATE

The irrigation assessments of the land described hereon are paid through the year _____AD, and the irrigation right-of-way and easements as shown are hereby approved.

Signature

Date

PUBLIC UTILITY DISTRICT CERTIFICATE

The utility easements are hereby approved by the Benton County Public Utility District or the Benton Rural Electric Association.

Signature

Date

Title

GENERAL TELEPHONE

The utility easements are hereby approved by the General Telephone Company.

Signature

Date

Title

CABLE TELEVISION

The utility easements are hereby approved by the Cable Television Company.

Signature

Date

Title

I. A vicinity map. (Ord. 398 S1 (part), 1981).

Section 2. That Section 17.16.250 entitled "Procedures and requirements" of the Benton City Municipal Code shall be and hereby is amended and shall read as follows:

17.16.250 Procedure and requirements. Each and every plat submitted for final approval by the city council shall be accompanied by the following agency's recommendation for approval or disapproval:

A. Local health department, as to the adequacy of the proposed means of sewage disposal and water supply;

- B. Planning commission as to compliance with all terms of the preliminary plat, subdivision or dedication;
- C. City engineer, or city council designate.
- D. Submitted on material approved by the County Auditor. (Ord. 398 S1 (part), 1981.)

Section 3. This Ordinance shall take full force and effect five (5) days after its approval, passage and publication as required by law.

PASSED by the City Council of the City of Benton City, Washington, and approved as provided by law this 15 day of March, 2016.

Linda Lehman,
Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Haug, CMC
City Clerk/Treasurer

Kerr Law Group,
City Attorney

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Resolution #2016-05- Auth. Mayor to sign Street Light Maintenance Agreement

DATE/ITEM: 03-15-16- H 2

BUDGET INFORMATION

DEPT: Street

BUDGETED?

FUND: Streets

EXPENDITURE:

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of Resolution #2016-05, authorizing the Mayor of the City of Benton City to sign the agreement for street light maintenance between the City of Benton City and NW Power, Inc.

HISTORY

In 2011, the City entered into a maintenance agreement with Sun River Electric Services, Inc to perform street light maintenance as needed. Sun River has since ceased its business operations.

NW Power, Inc. was formed by former Sun River Employees who are familiar with Benton City's street lights, and have offered a comparable priced to what the city was paying.

ATTACHMENTS

- | | |
|--------------------------------------|----|
| 1) Resolution #2016-05 with exhibits | 3) |
| 2) | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution # 2016-05, authorizing the Mayor of the City of Benton City to sign the agreement for street light maintenance between the City of Benton City and NW Power, Inc.

RESOLUTION NO. 2016-05

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE AGREEMENT FOR STREET LIGHT MAINTENANCE BETWEEN THE CITY OF BENTON CITY AND NW POWER, INC.

WHEREAS, the City needs to retain professional services for the purpose of maintaining City street lights and other exterior lighting; and

WHEREAS, Contractor possesses knowledge, experience and proper licensing to provide maintenance for the City's street and exterior lighting; and

WHEREAS, the City Council has reviewed the Contractor's proposal to provide said services and determined this Agreement to be in the best interest of the citizens of the City of Benton City; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the original Agreement for Street Light Maintenance between the City of Benton City, Washington, and NW Power, Inc., a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required for the implementation of this Agreement.

ADOPTED this 15 day March, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 15 day March, 2016.

Resolution 2016-05 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 15 day March, 2016.

Linda Lehman
Mayor

Attest:

Approved as to Form:

Stephanie Haug, CMC
City Clerk/Treasurer

Leland B. Kerr
City Attorney

AGREEMENT FOR STREET LIGHT MAINTENANCE

THIS AGREEMENT is entered into this ____ day of _____, 2016, by and between the City of Benton City, a Washington Municipal Corporation, (hereinafter "City"), and NW Power, Inc., a Washington Corporation (hereinafter "Contractor").

WHEREAS, the City needs to retain professional services for the purpose of maintaining City street lights and other exterior lighting; and

WHEREAS, Contractor possesses knowledge, experience and proper licensing to provide maintenance for the City's street and exterior lighting; and

WHEREAS, the City Council having reviewed the Contractor's proposal to provide said services and determining this Agreement to be in the best interest of the citizens of the City of Benton City.

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of Services.** Contractor shall furnish all materials and perform all the labor necessary for the repair and maintenance of street and other exterior lighting owned by the City. Maintenance services including wiring shall meet all applicable laws, regulations, building codes and industry standards. Services may include, but not be limited to, repair and replacement of lamps, ballasts and fixtures on an as-needed basis. Work is to be performed within a reasonable time after requested by the City. Specific projects estimated to exceed \$2,500.00 are to be completed only after obtaining written approval by the Mayor, or his designee.
2. **Payment.** Contractor shall be reimbursed by the City for services consistent with the Unit Price Sheet attached hereto as Exhibit A.
3. **Time for Payment.** The City shall pay Contractor's invoices not later than the 30th of the month billed, provided such invoices are received by the City not later than the third business day of the month. In the event questions concerning any invoice should arise that might delay payment in a timely manner, payment of the unquestioned portion of the invoice shall be submitted to the City Council by the third Tuesday of that month for payment approval.
4. **Insurance.** Contractor shall secure and maintain in full force and effect during the performance of all work pursuant to this Agreement a policy of comprehensive general liability insurance providing coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for personal injury; \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage; errors and omissions insurance in the amount of \$1,000,000; and automobile insurance as required by law. Each such insurance policy shall name the City as an additional insured and shall include a provision prohibiting cancellation of said policies, except upon thirty (30) days written notice to the City. The City shall be named as a certificate holder on each insurance policy. Certificates of coverage shall be delivered to the City within fifteen (15) days of execution of this Agreement.
5. **Termination.** This Agreement may be terminated by either party giving thirty (30) days' written notice to the other party. The term of this Agreement shall be for a period of one (1) year commencing on the date this Agreement is signed, and shall automatically renew each

year absent notice of one party to the other of intent to cancel pursuant to this section. In the event this Agreement is terminated, Contractor's final invoice shall be paid on the regularly scheduled payment date.

In the event Contractor is in breach of any of the terms of this Agreement, the City may provide written notice of the breach to Contractor, and Contractor shall have twenty (20) days from the date of the notice to cure the breach and provide written documentation of such to the City. In the event the breach is not cured within ten (10) days, the City may thereupon immediately terminate this Agreement.

6. **Independent Contractor.** It is understood and agreed that Contractor is an independent contractor and is not employed by the City. Contractor shall make no claims for benefits for employment against the City including, but not limited to, sick leave, medical insurance, coverage under the City's State Department of Labor and Industries policy, vacation benefits, retirement, or unemployment benefits.

Contractor shall be solely responsible for all acts of its agents, employees, representatives during the performance of this Agreement. Contractor shall comply with all State and Federal laws including, but not limited to, the requirements of RCW 50.04.0140 and RCW 51.08.195.

7. **Notices.** Any notice required to be given under this Agreement shall be give by certified mail addressed below:

To the City: City of Benton City
 PO Box 70
 Benton City WA 99320

To Contractor: NW Power Inc.
 4400 S 47th Ave, Suite 101
 West Richland, WA 99353

8. **Hold Harmless Agreement.** In performing the work under this Agreement, Contractor agrees to defend the City, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from all suits, claims, demands, actions or proceedings, and to the extent permissible by law, indemnify and hold harmless the Indemnitees from:

- A. All damages or liability of any character including in part costs, expenses and attorney fees, based upon, any negligent act, error, or omission of Contractor or any person or organization for whom Contractor may be responsible, and arising out of the performance of professional services under this Agreement; and
- B. All liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including in part, court costs and attorney fees, based upon, or alleged to be based upon, any act, omission, or occurrence of Contractor or any person or organization for whom Contractor may be responsible, arising out of, in connection with, resulting from or caused by the performance or failure of performance of any work or services under this Agreement, or from conditions created by Contractor's performance or non-performance of said work or service. Contractor shall not be required to indemnify the City for injury, damages, and liabilities as shall have been occasioned by the sole negligence of the City.

9. **Ownership and Use of Documents.**

- A. The parties acknowledge that this Agreement shall be governed by RCW Chapter 42.56 and any other State or Federal law relating to confidentiality, intellectual properties, and public disclosure. The parties shall make a good faith effort to comply with such laws, and to the fullest extent allowed by law, comply with the provisions of this section.
- B. All research, tests, surveys, preliminary data and any and all other work product prepared or gathered by the Contractor in preparation for the services rendered shall not be considered public records, provided, however, that:
- (1) All final reports, presentations and testimony prepared by Contractor shall become the property of the City upon their presentation to and acceptance by the City and shall at that date become public records.
 - (2) The City shall have the right, upon reasonable request, to inspect, review and, subject to the approval of Contractor, copy any work product.
 - (3) In the event that Contractor shall default on this Agreement, or in the event that this Agreement shall be terminated prior to its completion as herein provided, the work product of Contractor, along with a summary of work done to date of default or termination, shall become the property of the City and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost, if the Agreement is terminated through default by Contractor. If the Agreement is terminated through convenience by the City, the City agrees to pay Contractor for the preparation of the summary of work done.
 - (4) Contractor shall maintain all documents associated with work performed under this Agreement for a minimum period of three (3) years after completion of the work. This provision shall survive termination of this Agreement.
 - (5) Contractor shall respond to requests by the City for records within five (5) business days by either providing the records, or by identifying in writing that additional time is necessary to provide the records with a description of the reasons why additional time is needed. Records shall be provided to the City within twenty (20) days of the date of the request. Provisions of Section 8 in this Agreement shall specifically apply to any claim arising out of Contractor's failure to properly maintain or timely produce records as described herein and as otherwise required by law.
10. **Non-assignable.** All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment or transfer to a third party of this Agreement shall be made without written prior consent of the parties to the Agreement. Prior written consent shall not be required for assignment by Contractor of this Agreement to a business entity of which Contractor holds a majority or controlling interest.
11. **Discrimination Prohibited.** Contractor shall not discriminate against any employee or job applicant for work on this Agreement, and shall not discriminate any property owner or permit applicant for reasons of race, color, religion, age, sex, national origin or physical handicap.

12. **Covenant Against Contingent Fees.** Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13. **General Provisions.** For the purpose of this Agreement, time is of the essence. In the event a dispute regarding the enforcement, breach, default or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Arbitration Rules (MAR); venue shall be placed in Benton County, Washington, the laws of the State of Washington shall apply; and the prevailing party shall be entitled to its reasonable attorney fees and cost.

In the event any provision of this Agreement is deemed to be unenforceable, the other provisions of the Agreement shall remain in full force and effect.

Failure of the City to enforce any terms or provisions of this Agreement shall not be deemed a waiver of said terms or provisions. Waiver of any provision of this Agreement by the City shall only be made in writing. Any such waiver shall be specific only to the provision so listed, and shall not constitute a waiver of any other provision of this Agreement.

DATED this ____ day of _____, 2016.

CITY OF BENTON CITY, WASHINGTON

NW POWER INC

Linda Lehman, Mayor

C.R. Steelman, President

ATTEST:

Stephanie Haug, City Clerk

APPROVED AS TO FORM:

Leland B. Kerr, City Attorney

EXHIBIT A

Unit Pricing

Unit Price Rates as follows:

Bucket Truck- \$79.00 HR Round Trip

Electrician- \$91.00 HR Straight Time

Electrician- \$136.00 HR Overtime (Excludes Sundays and Holidays)

Note: City lighting has been changed over to LED. The City will maintain back stock on replacement fixtures.

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Resolution #2016-06- Auth. Mayor to sign Interlocal Agreement- Solid Waste Management

DATE/ITEM: 03-15-16- H 3

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: General

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of Resolution #2016-06, authorizing the Mayor to sign the Solid Waste Management Interlocal Agreement with Benton County, Richland, Kennewick, West Richland, and Prosser

HISTORY

This Agreement addresses City-County joint participation in the countywide Solid Waste Plan and joins public agencies to exercise their powers, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole.

ATTACHMENTS

1) Resolution #2016-06

3)

2)

4)

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution #2016-06, authorizing the Mayor to sign the Solid Waste Management Interlocal Agreement with Benton County, Richland, Kennewick, West Richland, and Prosser

RESOLUTION NO. 2016-06

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN
THE SOLID WASTE MANAGEMENT INTERLOCAL
AGREEMENT WITH BENTON COUNTY, RICHLAND,
KENNEWICK, WEST RICHLAND, AND PROSSER**

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

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

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

WHEREAS, the parties hereto are authorized to enter Interlocal Agreements pursuant to Chapter 39.34 RCW to accomplish the mutual obligations of each party; and

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

WHEREAS, each City and Benton County shall have one equal vote with regards to policies and decisions made pursuant to all matters of policy and finance; and

WHEREAS, Benton County will manage, track and provide custody for the Interlocal Agreement, NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, be and hereby is authorized and directed to sign the Solid Waste Management Interlocal Agreement With Benton County, Richland, Kennewick, West Richland, and Prosser.

ADOPTED this 15 day of March, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 15 day of March, 2016.

Resolution 2016-06 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 15 day of March, 2016.

Linda Lehman
Mayor

Attest:

Approved as to Form:

Stephanie Haug, CMC
City Clerk-Treasurer

Kerr Law Group
City Attorney

k

INTER-LOCAL AGREEMENT
REGARDING SOLID WASTE MANAGEMENT
BENTON COUNTY

This Agreement addresses City-County joint participation in the countywide Solid Waste Plan and joins public agencies to exercise their powers, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole, and is made and entered into effective the first day of January 2016, by and between Benton County, a political subdivision of the State of Washington, hereafter referred to as the Lead Agency, and the cities of Benton City, Kennewick, Richland, Prosser, and West Richland, political subdivisions of the State of Washington, and hereafter referred to as Participating Jurisdictions. The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the Parties.

I. RECITALS

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

WHEREAS, the parties have developed the Benton County Comprehensive Solid Waste Plan with public involvement; and

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

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

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

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

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

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

II. AGREEMENTS

A. AUTHORITIES

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

B. PURPOSE

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

C. DEFINITIONS

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

‘Fair Share’ - the amount owed by each of the Parties, based upon April 1 population figures for the given year supplied by the Washington State Office of Financial Management (OFM), and the corresponding population percentage applied to the Solid Waste Program Budget.

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

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

‘Participating Jurisdictions’ - any City who has entered into the County-wide Solid Waste Inter-local Agreement with the Lead Agency and who has agreed to

Interlocal Agreement – 2016 - 2017
Benton County Solid Waste Management

mutually support and financially contribute to the administration, planning, and implementation of the Plan.

‘Parties’ - the collective term for all Participating Jurisdictions and Lead Agency.

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

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

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

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

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

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

D. LOCAL ADOPTION OF PLAN

Under the authority of RCW 70.95.080, each Participating Jurisdiction elected to enter into this agreement with the County pursuant to those jurisdictions that participated in preparing and adopting the joint City-County Plan.

E. PLAN IMPLEMENTATION

Pursuant to RCW 70.95.080 and RCW 70.105.220, the Participating Jurisdictions and Lead Agency jointly prepared the Plan in accordance with “Guidelines for the Development of Local Solid Waste Plans and Plan Revisions” (*i.e.* Department of Ecology (WDoE) Publication No. 90-11) and will implement the Plan’s recommendations, as approved by the Department of Ecology pursuant to RCW 70.95.094.

F. BENTON COUNTY SOLID WASTE ADVISORY COMMITTEE

The Parties hereto recognize and support the SWAC as an advisory board created under authority of RCW 70.95.165. The SWAC is an ongoing advisory committee. The SWAC is the focal point of the public involvement effort used in the planning,

development and implementation of the Plan. The SWAC also provides advice to the Parties on solid and hazardous waste issues and assists the Parties in developing solid waste ordinances, rules, guidelines, and policies prior to their adoption.

G. REGIONAL PLANNING AREA

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

H. ROUTINE OPERATING AGREEMENT IMPLEMENTATION

Two months prior to the biennial Solid Waste Program Budget workshop, all task managers are required to submit their ROA. As a minimum, an ROA will include: 1) Task Introduction Statement; 2) Task Scope of Work; 3) Task Responsibilities; 4) Annual Task Cost; and 5) Quality Control. Eligibility of an ROA request is based on task cost and meeting recommendations set forth in the Plan. The ROA request should include both activities undertaken by the Participating Jurisdiction submitting the ROA and any activities that the Participating Jurisdiction believes the Lead Agency should implement on a countywide basis. The SWAC will approve tasks based on a supermajority (*i.e.* 5 of 6) in-favor vote.

I. SOLID WASTE PROGRAM BUDGET

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

J. FAIR SHARE

The Parties agree to pay a Fair Share of the administration, planning and operation of the Solid Waste Program, as determined and voted-on by the SWAC and approved by the Benton County Commissioners. Said Fair Share shall be a percentage of all program costs that are not covered by Coordinated Prevention Grant Funds, share percentages to be updated each April of the Agreement, being based on the most recent population figures as supplied by the Washington State OFM. The Parties agree to remit their fee to the Lead Agency within sixty (60) days of receiving an invoice from the Lead Agency. The Lead Agency's fair share shall be based on the population for the unincorporated areas of the County.

K. DISBURSEMENT OF ASSETS AND DEBTS

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

L. DURATION

This Agreement shall commence on the date set forth above and will continue in effect to December 31, 2017, or until superseded by another Interlocal Agreement. As stipulated within RCW 70.95.110(1), each Plan shall be maintained in a current condition and reviewed and revised periodically as may be required by the WDoE. Upon each review such plans shall be extended to show long-range needs for solid waste handling facilities for twenty (20) years in the future, and a revised implementation schedule and implementation budget for six (6) years in the future.

M. REVIEW AND RENEGOTIATION

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

N. TERMINATION

This Agreement may be terminated by any Participating Jurisdiction, by written notice to the Lead Agency no less than thirty (30) days immediately preceding the implementation date of the next Solid Waste Program Budget. The Parties agree: (1) that the termination will not absolve a terminating Party of any financial responsibility to the extent a financial responsibility continues to exist pursuant to the provisions of this Agreement; and (2) that prior to termination, a withdrawing City shall submit to the SWAC how it intends on meeting its planning obligation under RCW 70.95.080.

O. WAIVER

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

P. ENTIRE AGREEMENT

Interlocal Agreement – 2016 - 2017
Benton County Solid Waste Management

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

Q. SEVERABILITY

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

FOR THE CITY OF BENTON CITY, WASHINGTON.

Linda Lehman, Mayor

Date

Attest:

Stephanie Haug, CMC, City Clerk/Treasurer

Date

Approved as to Form:

Lee Kerr, City Attorney

Date

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

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

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

FOR THE CITY OF KENNEWICK, WASHINGTON.

Steve C. Young, Mayor

Date

Attest:

Terri L. Wright, City Clerk

Date

Approved as to Form:

Lisa Beaton, City Attorney

Date

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

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

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

FOR THE CITY OF PROSSER, WASHINGTON.

Paul Warden, Mayor

Date

Attest:

Rachel Shaw, City Clerk

Date

Approved as to Form:

Howard Saxton, City Attorney

Date

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

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

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

FOR THE CITY OF RICHLAND, WASHINGTON.

Cindy Reents , City Manager

Date

Attest:

Marcia Hopkins , City Clerk

Date

Approved as to Form:

Heather Kintzley, City Attorney

Date

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

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

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

FOR THE CITY OF WEST RICHLAND, WASHINGTON.

Brent Gerry, City Mayor

Date

Attest:

Julie Richardson, City Clerk

Date

Approved as to Form:

Bronson Brown, City Attorney

Date

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

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

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

FOR BENTON COUNTY, WASHINGTON.

Jerome Delvin, Chairman
Board of County Commissioners

Date

Attest:

Clerk of the Board

Date

Approved as to Form:

Deputy Prosecuting Attorney

Date

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

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

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

CITY OF BENTON CITY
Voucher Summary Sheet

March 2 - March 15, 2016

FUND NAME	FUND NO.	PAYROLL	CLAIMS	TOTAL
CURRENT EXPENSE	001	27,575.95	13,030.74	40,606.69
CITY STREET	101	6,445.14	1,257.95	7,703.09
ARCHIVE	103			0.00
PARK & RECREATION CAPITAL IMPROVEMENT	302			0.00
I-82 BUSINESS PARK	350			0.00
WATER	401	14,310.81	4,703.55	19,014.36
SEWER	402	13,595.68	2,055.02	15,650.70
W/S CAPITAL IMPROVEMENT	406			0.00
W/S CAPITAL MAINTENANCE	407			0.00
'82/'97 W/S BOND REDEMPTION	409			0.00
'82/'97 W/S BOND RESERVE	410			0.00
TOTALS		61,927.58	21,047.26	82,974.84

I, Stephanie Haug, Audit Officer for the City of Benton City, hereby submit for approval vouchers as listed below and recommend these vouchers to be authorized for payment this 15th day of March, 2016.

VOUCHER APPROVAL

I move to approve payment of Claim check numbers:

27501 thru 27535 with EFTs as listed in the amount of \$ 21,047.26

And Payroll Check numbers:

27473 and 27491 thru 27500 with EFTs as listed in the amount of \$ 61,927.58

this 15th day of March, 2016.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY CLERK/TREASURER

CHECK REGISTER

City Of Benton City
MCAG #: 199

03/02/2016 To: 03/15/2016

Time: 13:04:10 Date: 03/11/2016
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1228	03/15/2016	Claims	1	EFT	Benton PUD	37.11	Acct No. 2898300000
1229	03/15/2016	Claims	1	EFT	Wright Express FSC Fleet Conoco	12.55	Acct No. 0203-00-107379-0/Inv No. 44284495
1230	03/15/2016	Claims	1	27501	Able Tank & Toilet	144.00	Acct No 3961456/Inv No. 1840344; Acct No 3001321/Inv No.1840342
1231	03/15/2016	Claims	1	27502	Apex Contracting & Paving	923.10	Job No. 16026/Inv No. 4233
1232	03/15/2016	Claims	1	27503	B.F. District Health Dept.	100.00	Acct No. 0101.340
1233	03/15/2016	Claims	1	27504	BIAS Bars Intergrated Accounting System	500.00	Inv No. 9093
1234	03/15/2016	Claims	1	27505	Benton County Treasurer	3,326.75	2016 Tolls & Charges
1235	03/15/2016	Claims	1	27506	Benton REA	429.05	Inv Group No. 602
1236	03/15/2016	Claims	1	27507	Canon Financial Services	152.05	Acct No. 6725879/Inv No. 15843757
1237	03/15/2016	Claims	1	27508	Canon Solutions America, Inc.	219.40	Acct No. 1847649/Inv No. 4018473711
1238	03/15/2016	Claims	1	27509	Cascade Analytical, Inc.	1,075.32	Acct No. 5444/Inv No. 221749
1239	03/15/2016	Claims	1	27510	City Of Benton City	778.35	City Water/Sewer Charges
1240	03/15/2016	Claims	1	27511	Columbia Basin Paper & Supply	585.46	Inv No. L06031
1241	03/15/2016	Claims	1	27512	Crystal Springs	52.10	Acct No. 30112065416923/Inv No 5416923 022716
1242	03/15/2016	Claims	1	27513	Detloff A&M	91.59	Acct No. 34
1243	03/15/2016	Claims	1	27514	Ed's Disposal	319.18	Acct No 2901037/Inv 1837244; Acct No. 2007139/Inv No. 1837113
1244	03/15/2016	Claims	1	27515	Frontier	1,147.70	City Landlines
1245	03/15/2016	Claims	1	27516	HD Supply Waterworks, LTD.	1,257.31	Acct NO. 110448
1246	03/15/2016	Claims	1	27517	Irrigation Specialist Inc	145.99	Acct No. BENT33/Inv No. 1167489-01
1247	03/15/2016	Claims	1	27518	Just A Minute Mart	482.38	February 2016 Fuel Charges
1248	03/15/2016	Claims	1	27519	Kerr Law Group	3,897.00	File #28766-00001/Jan-Feb 2016 Charges
1249	03/15/2016	Claims	1	27520	Les Schwab Tires	209.41	Acct No. 78300455/Inv No. 78300084022
1250	03/15/2016	Claims	1	27521	Mail Finance	960.99	Customer No. 189378/Inv No. N15063027
1251	03/15/2016	Claims	1	27522	North Central Labs	464.33	Acct No. 4701/Inv No. 368869
1252	03/15/2016	Claims	1	27523	Patnode's True Value Hardware	204.37	Acct No. 140 February Charges
1253	03/15/2016	Claims	1	27524	Platt Electric Supplies	259.00	Acct No. 158669/Inv No. 1615409
1254	03/15/2016	Claims	1	27525	Prosser Economic Development Assoc.	1,250.00	Inv No. 2318 Prorated Q1 2016
1255	03/15/2016	Claims	1	27526	Ranch & Home	124.84	Acct No. 5883322
1256	03/15/2016	Claims	1	27527	Red Mountain RV Rentals, LLC	169.12	Statement 2016-03-01
1257	03/15/2016	Claims	1	27528	Staples Credit Plan	189.91	Acct No. 6035 5178 2017 4653
1258	03/15/2016	Claims	1	27529	Tacoma Screw Products, Inc.	256.07	Order No. A192382/Inv No. 22137860
1259	03/15/2016	Claims	1	27530	TruckPro LLC Six States	295.19	Acct No. 48569
1260	03/15/2016	Claims	1	27531	U.S. BANK St. Paul	50.41	Acct No. BENWASEW97/Inv No. 4226799
1261	03/15/2016	Claims	1	27532	US Bank - Visa	447.01	Acct No. 4798 1758 4500 0205
1262	03/15/2016	Claims	1	27533	US Linen	367.00	Acct No. 150450 February Charges; Acct No. 150550
1263	03/15/2016	Claims	1	27534	Utilities Underground	23.22	Acct No. 144600/Inv No. 6020105
1264	03/15/2016	Claims	1	27535	Blanca Zamora	100.00	Community Center Deposit Refund
						13,030.74	
001 Current Expense Fund						1,257.95	
101 City Street Fund							

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Time: 13:04:10 Date: 03/11/2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		401	Water Fund			4,703.55	
		402	Sewer Fund			2,055.02	
						<u>21,047.26</u>	Claims: 21,047.26

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02/01/2016 To: 02/29/2016

Time: 13:04:28 Date: 03/11/2016
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
851	02/15/2016	Payroll	1	EFT		1,128.90	
852	02/15/2016	Payroll	1	EFT		1,482.56	
853	02/15/2016	Payroll	1	EFT		536.76	
854	02/15/2016	Payroll	1	EFT		1,616.80	
855	02/15/2016	Payroll	1	EFT		1,855.88	
856	02/15/2016	Payroll	1	EFT		849.56	
858	02/15/2016	Payroll	1	EFT		1,552.13	
859	02/15/2016	Payroll	1	EFT		2,076.17	
860	02/15/2016	Payroll	1	EFT		1,390.24	
1055	02/29/2016	Payroll	1	EFT		802.43	
1056	02/29/2016	Payroll	1	EFT		1,359.87	
1058	02/29/2016	Payroll	1	EFT		617.69	
1059	02/29/2016	Payroll	1	EFT		1,684.60	
1060	02/29/2016	Payroll	1	EFT		1,695.31	
1061	02/29/2016	Payroll	1	EFT		840.62	
1066	02/29/2016	Payroll	1	EFT		1,488.06	
1068	02/29/2016	Payroll	1	EFT		1,898.28	
1070	02/29/2016	Payroll	1	EFT		1,242.88	
1091	02/18/2016	Payroll	1	EFT	Department of Retirement Systems	550.00	02/01/2016 To 02/15/2016 - Deferred Comp.
1092	02/29/2016	Payroll	1	EFT	Aflac	407.70	02/01/2016 To 02/29/2016 - Aflac - Accident (Pre); 02/01/2016 To 02/29/2016 - Aflac - STD (Post); 02/01/2016 To 02/29/2016 - Aflac - Hospital IC (Pre)
1093	02/29/2016	Payroll	1	EFT	Department of Retirement Systems	550.00	02/16/2016 To 02/29/2016 - Deferred Comp.
1094	02/29/2016	Payroll	1	EFT	Department of Retirement Systems	7,055.48	02/01/2016 To 02/29/2016 - PRS2
1095	02/29/2016	Payroll	1	EFT	IRS - EFT Processing System	11,333.50	941 Deposit For 02/01/2016 - 02/29/2016
857	02/15/2016	Payroll	1	27473		1,759.11	
1057	02/29/2016	Payroll	1	27491		138.52	
1062	02/29/2016	Payroll	1	27492		1,789.87	
1063	02/29/2016	Payroll	1	27493		711.80	
1064	02/29/2016	Payroll	1	27494		138.52	
1065	02/29/2016	Payroll	1	27495		118.52	
1067	02/29/2016	Payroll	1	27496		138.52	
1069	02/29/2016	Payroll	1	27497		138.52	
1096	02/29/2016	Payroll	1	27498	NCMI Corporation	686.28	02/01/2016 To 02/29/2016 - NCMI
1097	02/29/2016	Payroll	1	27499	Teamsters Local 839	471.00	02/01/2016 To 02/29/2016 - TEAMSTERS 839
1098	02/29/2016	Payroll	1	27500	Washington Teamsters Welfare Trust	11,821.50	02/01/2016 To 02/29/2016 - NW Admin
						27,575.95	001 Current Expense Fund
						6,445.14	101 City Street Fund
						14,310.81	401 Water Fund
						13,595.68	402 Sewer Fund

61,927.58 Payroll: 61,927.58