



## REGULAR CITY COUNCIL MEETING

April 19, 2016

A G E N D A

Community Center  
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 – April 5, 2016

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

1. Liquor License Renewal- multiple businesses

**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
2. Staff Report
  - a) Code Report
  - b) Treasurer's Report
3. Engineer Report
4. Council Committee Reports

**H. ITEMS FOR APPROVAL:**

1. Second Reading – Ord. 955– Amending Chapter 12.05 "Sidewalk Construction"
2. Second Reading – Ord. 956-Marijuana Establishment Regulations
3. Resolution #2016-07 - Auth. Mayor to sign Personal Services Contract – Oneza & Associates
4. Well No. 5 - Change Order #1
5. Vouchers

**I. ITEMS FOR DISCUSSION:**

1. DNR land discussion

**J. GENERAL COUNCIL COMMENTS:**

**K. ADJOURNMENT**

Spring

**City of Benton City**  
**Regular Council Meeting Minutes**  
**April 5<sup>th</sup>, 2016**

**CALL TO ORDER** – Mayor Lehman called the April 5<sup>th</sup>, 2016 Regular Council meeting to order at 7:00 p.m.  
(00:07:56\*Audio recording begins)

**PRESENTATION OF THE COLORS** – Councilmember Sandretto led the Council and audience in the Pledge of Allegiance. (00:08:02\*)

**ROLL CALL (00:08:28\*)** Council Members Present –

**Mary Lettau**  
**Dave Sandretto**  
**Vanessa Coates**  
**Jake Mokler**  
**Lisa Stade** (In at 7:08)

City Staff Present –

**Stephanie Haug, City Clerk/Treasurer**

Other Professionals Present –

**Lee Kerr, City Attorney, Kerr Law Group**  
**Alan Rainey, City Engineer, Spink Engineering LLC**  
**Larry Howell, President, Benton City E.D.C.** (In at 7:14)  
**Randy Rutledge, Consultant, Benton City E.D.C.**

**READING AND APPROVAL OF MINUTES (00:08:54\*) – REGULAR MEETING MARCH 1<sup>ST</sup>, 2016**  
- REGULAR MEETING MARCH 15<sup>th</sup>, 2016

**Ms. Haug:** At the last meeting, the date was wrong on the motion, and so that's why the March 1<sup>st</sup> Minutes never got approved, and so that's why they are on this Agenda. They did not get approved, the motion at the last meeting was to approve the Minutes from March 15<sup>th</sup>, but they hadn't been created yet, so the date was just wrong.

**Councilmember Lettau:** Madam Mayor, I make a motion that we approve the Minutes from March 1<sup>st</sup>, 2016 and March 15<sup>th</sup>, 2016.

**Councilmember Coates:** I second.

**MOTION #1-** C. M. Lettau moved and C. V. Coates seconded to approve the Minutes of the March 1<sup>st</sup>, 2016, and the March 15<sup>th</sup>, 2016 Regular Council Meeting as presented.

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

**OPENING REMARKS, "HOUSEKEEPING" ITEMS, EXECUTIVE SESSION REQUESTS, ETC. (00:09:50\*)**  
- None

**APPROVAL OF AGENDA (00:10:42\*)**

**Councilmember Sandretto:** Madam Mayor, I move that we approve the Agenda as written.

**Councilmember Lettau:** I second.

**MOTION #2-** C. D. Sandretto moved and C. M. Lettau seconded to approve the Agenda for the April 5<sup>th</sup>, 2016 Regular Council Meeting as presented.

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

**VISITOR COMMENTS (00:11:23\*)**

**Jonathon Lahti, 1003 Della Avenue** – Concern regarding fence back of property – Encases abandoned alleyway/easement – Told by City worker two years ago – Could leave fence there if was removable when necessary – Fence there seven years – Don't see City benefit – There is sewer pipe air vent – Might hit when driving through – Currently fenced in as part of our property – Father of twins – Opened behind garage area – Puts kids at risk – If opened - Will require more work – Is there an R.C.W. that grants me access (gate) – Can it be purchased at reasonable price?

**Mayor Lehman** – Speak with City Clerk – Set up meeting with Code Enforcement and Maintenance – Discuss the issue

## REGULAR REPORTS

**1. E.D.C. REPORT (00:15:46\*)** Randy Rutledge, Consultant, Benton City E.D.C. Report not provided (Councilmember Stade arrives at 7:08 p.m.) (Mr. Howell arrives at 7:14 p.m.)

**2. STAFF REPORTS (00:24:18\*)** Stephanie Haug, City Clerk/Treasurer – Maintenance Report – In packets

**3. ENGINEER REPORT (00:24:36\*)** Alan Rainey, City Engineer, Spink Engineering LLC – Well #5 under construction – Sewer cleaning done next week – Report next month – City Hall Feasibility Study – Next meeting April 19<sup>th</sup> – Possible changes and cost – City Park terracing – To City staff and Mayor – Should be in inbox

### **4. COUNCIL COMMITTEE REPORTS (00:26:30\*)**

**Councilmember Stade** – Benton Franklin Transit – General Manager – Interview process – Included employees – Gloria Boyce hired – Fire Dept. audit – Next week – Insurance rates – Number of hydrants, etc. – Coordination with City to improve

**Councilmember Mokler** – BCES – Deanna Davis – New manager – Looking for funding for temporary Repeater – 1.5 years to build

**Mayor Lehman** – Tax levy for Justice Center – Started 1999 – Sunsets in 2023 – Paid off Justice Center – Still divide it amongst cities – Some cities decided more population equals more money – Cities, ports and Benton County – 75% would have equaled \$350,000 – Ports and cities would get \$350,000 – 25% would be divided amongst cities – Ports and County would not get percentage – Additional \$26,000 – Total \$376,000 per year - County didn't accept proposal – County would like retainage to use on smaller cities' projects – No agreement between County Commissioners – Serving on sub-committee to find agreement with Benton County to share – Volunteered to represent smaller cities – Two ports, County Commissioners, Kennewick and Benton City - Come up with plan to share money – Has to be spent on economic development already in City plan \* **Council Discussion** \*

## ITEMS FOR APPROVAL:

### **1. FIRST READING – ORDINANCE – AMENDING CHAPTER 12.05 “SIDEWALK CONSTRUCTION” (00:35:25\*)**

**Mayor Lehman:** I would like to open this for discussion because I already spoke with Mr. Kerr about this; I felt it was excessive regulation, to be blunt and if you want to say any words about that, Mr. Kerr?

**Mr. Kerr** – Explanation of ordinance and options \* **Council Discussion** \*

**\*\* Citizen Comments \*\***

**Daryl Heimburger, 900 7<sup>th</sup> Street** – Concerns regarding proposed ordinance

**Jeanne Wallace, 900 7<sup>th</sup> Street** – Concerns regarding existing sidewalks \* **Council Discussion** \*

**Councilmember Lettau:** Madam Mayor, I move to approve, on its First Reading, an ordinance of the City of Benton City, Washington, amending B.C.M.C. Chapter 12.05 “Sidewalk Construction, Maintenance and Repair”.

**Councilmember Sandretto:** Second.

**MOTION #3-** C. M. Lettau moved and C. D. Sandretto seconded to approve, on its First Reading, an ordinance of the City of Benton City, Washington, amending B.C.M.C. Chapter 12.05 “Sidewalk Construction, Maintenance and Repair”.

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

### **2. FIRST READING – ORDINANCE – MARIJUANA ESTABLISHMENT REGULATIONS (01:06:16\*)** Lee Kerr, City Attorney, Kerr Law Group – Background of marijuana issue \***Council Discussion** \*

**\*\* Citizen Comments \*\***

**David Rand, I-502 Licensee, Sunnyside** – Pro-marijuana business

**Stan Seeford, Benton County Producer** – Pro-marijuana business

**Peggy Higham, 717 12<sup>th</sup> Street, Benton City** – Anti-marijuana business

**Darryl Heimburger, 900 7<sup>th</sup> Street, Benton City** – Pro-marijuana business

**Cindy DeLeur, Kiona-Benton Sentinel** – Pro-marijuana business

**Steve Lee, Owner, Green to Go Collective Gardens, Benton County** – Pro-marijuana business

**Larry Howell, President, Benton City E.D.C.** – Anti-marijuana business

**Windy Welch, 3<sup>rd</sup> Street, Benton City** – Pro-marijuana business

**Unidentified Male** – Pro-marijuana business

**Councilmember Coates:** I move to approve, on its First Reading, an ordinance of the City of Benton City, Washington; Madam Mayor, I approve an ordinance of the City Council of the City of Benton City, Washington, creating a new Section 5.12.050 “Marijuana Businesses”; amending Section 20.33.030 “Conditional Uses” in C-1 Commercial for retail recreational marijuana and amending Section 20.36.030 “Conditional Uses” in IL-Industrial, Light District for manufacturing and production of recreation marijuana; and creating a new Section 20.60.290 “Marijuana Control Regulations”.

**Councilmember Sandretto:** Second it.

**MOTION #4-** C. V. Coates moved and C. D. Sandretto seconded to approve, on the First Reading, an ordinance of the City of Benton City, Washington, creating a new Section 5.12.050 “Marijuana Businesses”; amending Section 20.33.030 “Conditional Uses” in C-1 Commercial for retail recreational marijuana; and amending Section 20.36.030 “Conditional Uses” in IL – Industrial, Light District for manufacturing and production of recreational marijuana; and creating a new Section 20.60.290 “Marijuana Control Regulations”.

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

**\*\*\* Discussion continues \*\*\***

**3. ENGINEERING TASK ORDER: WATER (01:55:34\*)**

**Alan Rainey, City Engineer, Spink Engineering, LLC** - Explanation of Task Order \* **Council Discussion** \*

**Councilmember Sandretto:** I move to approve Task Order 2016-01, authorizing the City Engineer to perform Water Plan pre-planning and water system investigation.

**Councilmember Mokler:** Second.

**MOTION #5-** C. D. Sandretto moved and C. J. Mokler seconded to approve Task Order 2016-01, authorizing the City Engineer to perform Water Plan pre-planning and water system investigation.

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

**4. ENGINEERING TASK ORDER: WASTEWATER TREATMENT SYSTEM (02:00:40\*)**

**Alan Rainey, City Engineer, Spink Engineering, LLC** - Explanation of Task Order

**Councilmember Coates:** I move to approve Task Order 2016-02, authorizing the City Engineer to evaluate existing wastewater treatment plant operations with City personnel, develop option for influent bypass options to bypass oxidation tank and clarifier, and perform initial evaluation of City’s lift stations and develop outline for engineering.

**Councilmember Sandretto:** Second.

**MOTION #6-** C. V. Coates moved and C. D. Sandretto seconded to approve Task Order 2016-02, authorizing the City Engineer to evaluate existing wastewater treatment plant operations with City personnel, develop option for influent bypass options to bypass oxidation tank and clarifier, and perform initial evaluation of City's lift stations and develop outline for engineering report.

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

Mayor Lehman – Introduction of Mallory Miller, Anchor, KVEW-TV, Kennewick, WA

**5. VOUCHERS (02:04:31\*)**

**Councilmember Lettau:** I move to approve payment of Claim check numbers 27547 through 27574 with EFTs as listed in the amount of \$54,487.12 this 5<sup>th</sup> day of April, 2016.

**Councilmember Sandretto:** Second.

**MOTION #7-** 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 27547 through 27574 with EFTs as listed in the amount of \$54,487.12 this 5<sup>th</sup> day of April, 2016.

**ROLL CALL VOTE #7-** C. V. Coates, C. D. Sandretto, C. J. Mokler, C. M. Lettau, C. L. Stade  
ALL YEAS. Motion carries.

**ITEMS FOR DISCUSSION (02:05:06\*)**

- 1. I-82 CITY LAND DISCUSSION \* Council Discussion \***
- 2. GRANT WRITER UPDATE (02:16:32\*) \* Council Discussion \***

Mr. Lee – Additional comments regarding I-502 mandates and City zoning on I-82 Land

**GENERAL COUNCIL COMMENTS (02:19:28\*)** None

**ADJOURNMENT – Mayor Lehman (02:19:32\*)**

**Councilmember Lettau:** I make a motion that we adjourn.

**Councilmember Coates:** Second.

**MOTION #8-** C. M. Lettau moved and C. V. Coates seconded to adjourn the April 5<sup>th</sup>, 2016 Regular Council Meeting at 9:11 p.m. (02:19:40\*)

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

Meeting adjourned at 9:11 p.m. (02:19:44\*Audio recording ends)

\_\_\_\_\_  
Linda Lehman  
Mayor, City of Benton City

\_\_\_\_\_  
Stephanie Haug, CMC  
City Clerk-Treasurer

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



**Washington State  
Liquor and Cannabis Board**  
PO Box 43098, 3000 Pacific Ave. SE, Olympia WA 98504-3098, (360) 664-1600  
www.11q.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](mailto:wslcb@liq.wa.gov).

Sincerely,

*Rebecca Smith*

Rebecca Smith, Director,  
Licensing and Regulation Division

LIQ 864 07/10

**BENTON COUNTY SHERIFF'S OFFICE  
BENTON CITY  
MARCH 2016**

During March 2016, the Benton County Sheriff's Office responded to 338 calls for service (284 in 2015). Attached is a schedule indicating the 33 case offenses resulting from the 338 calls for service (29 in 2015). During this month, 48 infraction offenses were issued.

Note: The attached table does not include clearances that occurred in subsequent months.

## BENTON CITY MONTHLY REPORT

|            | Mar-16 |    |    |    |    |   | Mar-15     |    |    |    |    |   |
|------------|--------|----|----|----|----|---|------------|----|----|----|----|---|
|            | TOTAL  | AA | AJ | EA | EJ | U | TOTAL      | AA | AJ | EA | EJ | U |
| A/DUI      |        |    |    |    |    |   | A/DUI      |    |    |    |    |   |
| A/FATAL    |        |    |    |    |    |   | A/FATAL    |    |    |    |    |   |
| A/FTSID    | 2      |    |    |    |    |   | A/FTSID    |    |    |    |    |   |
| A/IND      |        |    |    |    |    |   | A/IND      |    |    |    |    |   |
| A/OTH      |        |    |    |    |    |   | A/OTH      |    |    |    |    |   |
| A/PED      |        |    |    |    |    |   | A/PED      |    |    |    |    |   |
| A/VEH      | 3      |    |    |    |    |   | A/VEH      | 2  |    |    |    |   |
| ABDUCT     |        |    |    |    |    |   | ABDUCT     |    |    |    |    |   |
| ADULT/OTH  |        |    |    |    |    |   | ADULT/OTH  |    |    |    |    |   |
| ALARM      |        |    |    |    |    |   | ALARM      |    |    |    |    |   |
| ANIMAL     | 1      |    |    |    |    |   | ANIMAL     |    |    |    |    |   |
| ARSON      |        |    |    |    |    |   | ARSON      |    |    |    |    |   |
| ASSIST     | 3      |    |    |    |    |   | ASSIST     |    |    |    |    |   |
| ASLT/DV    | 2      | 2  |    |    |    |   | ASLT/DV    | 5  | 3  |    |    |   |
| ASLT/OFC   |        |    |    |    |    |   | ASLT/OFC   |    |    |    |    |   |
| ASSAULT    |        |    |    |    |    |   | ASSAULT    | 4  | 3  | 1  |    |   |
| ATL        |        |    |    |    |    |   | ATL        |    |    |    |    |   |
| AUTO/THEFT | 1      |    |    |    |    | 1 | AUTO/THEFT |    |    |    |    |   |
| BIGAMY     |        |    |    |    |    |   | BIGAMY     |    |    |    |    |   |
| BOMB/THR   |        |    |    |    |    |   | BOMB/THR   |    |    |    |    |   |
| BURG/ATT   |        |    |    |    |    |   | BURG/ATT   |    |    |    |    |   |
| BURGLARY   | 2      |    |    |    |    |   | BURGLARY   |    |    |    |    |   |
| BUS/SCHL   |        |    |    |    |    |   | BUS/SCHL   |    |    |    |    |   |
| CHILD/OTH  |        |    |    |    |    |   | CHILD/OTH  |    |    |    |    |   |
| CIVIL      |        |    |    |    |    |   | CIVIL      |    |    |    |    |   |
| COUNTERF   |        |    |    |    |    |   | COUNTERF   |    |    |    |    |   |
| D & T      |        |    |    |    |    |   | D & T      |    |    |    |    |   |
| DEATH      | 1      |    |    |    |    |   | DEATH      |    |    |    |    |   |
| DIS/COND   |        |    |    |    |    |   | DIS/COND   |    |    |    |    |   |
| DISTURB    |        |    |    |    |    |   | DISTURB    |    |    |    |    |   |
| DOMESTIC   |        |    |    |    |    |   | DOMESTIC   |    |    |    |    |   |
| DROWN      |        |    |    |    |    |   | DROWN      |    |    |    |    |   |
| DUI        | 1      | 1  |    |    |    |   | DUI        |    |    |    |    |   |
| DUMPING    |        |    |    |    |    |   | DUMPING    |    |    |    |    |   |
| ELUDING    |        |    |    |    |    |   | ELUDING    |    |    |    |    |   |
| EMBZL      |        |    |    |    |    |   | EMBZL      |    |    |    |    |   |
| FIREWORKS  |        |    |    |    |    |   | FIREWORKS  |    |    |    |    |   |
| FLD/ARR    | 4      | 4  |    |    |    |   | FLD/ARR    | 8  | 8  |    |    |   |
| FORGERY    |        |    |    |    |    |   | FORGERY    |    |    |    |    |   |
| FRAUD      |        |    |    |    |    |   | FRAUD      |    |    |    |    |   |
| FT/REG     |        |    |    |    |    |   | FT/REG     |    |    |    |    |   |
| FUGITIVE   |        |    |    |    |    |   | FUGITIVE   |    |    |    |    |   |
| GAM/VIO    |        |    |    |    |    |   | GAM/VIO    |    |    |    |    |   |
| GAMBL      |        |    |    |    |    |   | GAMBL      |    |    |    |    |   |
| GANG/GRAF  |        |    |    |    |    |   | GANG/GRAF  |    |    |    |    |   |
| HARASS     |        |    |    |    |    |   | HARASS     |    |    |    |    |   |
| HAZ/MAT    |        |    |    |    |    |   | HAZ/MAT    |    |    |    |    |   |
| HIT & RUN  |        |    |    |    |    |   | HIT & RUN  |    |    |    |    |   |
| HOMICIDE   |        |    |    |    |    |   | HOMICIDE   |    |    |    |    |   |
| ID/THEFT   |        |    |    |    |    |   | ID/THEFT   |    |    |    |    |   |
| INFO       |        |    |    |    |    |   | INFO       |    |    |    |    |   |
| INTIMIDATE |        |    |    |    |    |   | INTIMIDATE |    |    |    |    |   |
| KIDNAP     |        |    |    |    |    |   | KIDNAP     |    |    |    |    |   |
| LEWD/COND  |        |    |    |    |    |   | LEWD/COND  |    |    |    |    |   |
| LIQ/LAW    |        |    |    |    |    |   | LIQ/LAW    |    |    |    |    |   |
| LITTER     |        |    |    |    |    |   | LITTER     |    |    |    |    |   |
| LOIT       |        |    |    |    |    |   | LOIT       |    |    |    |    |   |
| LURING     |        |    |    |    |    |   | LURING     |    |    |    |    |   |
| MAL/HARAS  |        |    |    |    |    |   | MAL/HARAS  |    |    |    |    |   |
| MAL/MISC   | 2      | 1  |    |    |    |   | MAL/MISC   | 3  |    |    |    |   |

## BENTON CITY MONTHLY REPORT

|              | Mar-16    |          |          |          |          |          | Mar-15       |           |           |          |          |          |          |
|--------------|-----------|----------|----------|----------|----------|----------|--------------|-----------|-----------|----------|----------|----------|----------|
|              | TOTAL     | AA       | AJ       | EA       | EJ       | U        | TOTAL        | AA        | AJ        | EA       | EJ       | U        |          |
| MENTAL       |           |          |          |          |          |          | MENTAL       |           |           |          |          |          |          |
| MINOR/TOB    |           |          |          |          |          |          | MINOR/TOB    |           |           |          |          |          |          |
| MISSING      |           |          |          |          |          |          | MISSING      |           |           |          |          |          |          |
| NARCOTICS    | 1         |          |          |          |          | 1        | NARCOTICS    |           |           |          |          |          |          |
| NOISE ORD    |           |          |          |          |          |          | NOISE ORD    |           |           |          |          |          |          |
| OBSTRUCT     |           |          |          |          |          |          | OBSTRUCT     |           |           |          |          |          |          |
| ORDER/VIO    | 1         |          |          |          |          |          | ORDER/VIO    | 1         | 1         |          |          |          |          |
| PHONE        |           |          |          |          |          |          | PHONE        |           |           |          |          |          |          |
| POSS/SPROP   |           |          |          |          |          |          | POSS/SPROP   | 1         | 1         |          |          |          |          |
| PROPERTY     |           |          |          |          |          |          | PROPERTY     |           |           |          |          |          |          |
| PROSTIT      |           |          |          |          |          |          | PROSTIT      |           |           |          |          |          |          |
| RAPE         |           |          |          |          |          |          | RAPE         |           |           |          |          |          |          |
| REC/STLN     |           |          |          |          |          |          | REC/STLN     |           |           |          |          |          |          |
| ROBBERY      |           |          |          |          |          |          | ROBBERY      |           |           |          |          |          |          |
| RUNAWAY      |           |          |          |          |          |          | RUNAWAY      | 3         |           |          |          |          |          |
| SEX/OFF      |           |          |          |          |          |          | SEX/OFF      |           |           |          |          |          |          |
| STALKING     |           |          |          |          |          |          | STALKING     |           |           |          |          |          |          |
| SUICIDE      |           |          |          |          |          |          | SUICIDE      |           |           |          |          |          |          |
| SUICIDE/AT   |           |          |          |          |          |          | SUICIDE/AT   |           |           |          |          |          |          |
| SUSP/CIRCU   | 2         |          |          |          |          |          | SUSP/CIRCU   |           |           |          |          |          |          |
| TATTOOING    |           |          |          |          |          |          | TATTOOING    |           |           |          |          |          |          |
| THEFT        | 2         |          |          |          |          |          | THEFT        |           |           |          |          |          |          |
| THEFT/SL     |           |          |          |          |          |          | THEFT/SL     | 1         |           |          |          |          |          |
| THREATS      | 2         |          |          |          |          |          | THREATS      |           |           |          |          |          |          |
| TMVWOP       |           |          |          |          |          |          | TMVWOP       |           |           |          |          |          |          |
| TRAFFIC      | 1         |          |          |          |          |          | TRAFFIC      |           |           |          |          |          |          |
| TRESPASS     | 1         |          |          |          |          |          | TRESPASS     | 1         | 1         |          |          |          |          |
| UIBC         |           |          |          |          |          |          | UIBC         |           |           |          |          |          |          |
| VEH/IMP      |           |          |          |          |          |          | VEH/IMP      |           |           |          |          |          |          |
| VEH/PROWL    |           |          |          |          |          |          | VEH/PROWL    |           |           |          |          |          |          |
| WARNT/OUT    |           |          |          |          |          |          | WARNT/OUT    |           |           |          |          |          |          |
| WARNT/SER    |           |          |          |          |          |          | WARNT/SER    |           |           |          |          |          |          |
| WEAPONS      | 1         |          |          |          |          |          | WEAPONS      |           |           |          |          |          |          |
| WELF/CKS     |           |          |          |          |          |          | WELF/CKS     |           |           |          |          |          |          |
| <b>TOTAL</b> | <b>33</b> | <b>8</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>2</b> | <b>TOTAL</b> | <b>29</b> | <b>17</b> | <b>0</b> | <b>1</b> | <b>0</b> | <b>0</b> |

John Brown  
Code Enforcement



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

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**March 11, 2016 thru April 14, 2016**

**Public Contact: 91**

**Notice to Comply or Warning:**

**5 – Dog Control**

**30 – City dog License and Rabies Vaccination**

**3 – Stop Work Orders (No Permit or Business License)**

**3 - Garbage Service**

**2 – Open Burning**

**7 – Debris, Trash and Weeds**

**1 - Hobo Camp**

**7 – Business License Renewal follows up**

**1 – Illegal Sewer Hookup**

**Impounded Animals: 3 DOA and 1 Dog**

**Adopted Animals out: 1**

**Welfare Check: 2**

**Building Permits: 9**

# TREASURERS REPORT

## Fund Totals

City Of Benton City  
MCAG #: 199

03/01/2016 To: 03/31/2016

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| Fund                                | Previous Balance    | Revenue           | Expenditures      | Ending Balance      | Claims Clearing | Payroll Clearing | Outstanding Deposits | Adjusted Ending Balance |
|-------------------------------------|---------------------|-------------------|-------------------|---------------------|-----------------|------------------|----------------------|-------------------------|
| 001 Current Expense Fund            | 642,917.02          | 116,898.35        | 93,782.09         | 666,033.28          | 268.62          | 23,553.90        | -1,462.42            | 688,393.38              |
| 101 City Street Fund                | 229,805.74          | 13,415.58         | 9,812.94          | 233,408.38          | 0.00            | 5,520.46         | -860.43              | 238,068.41              |
| 103 Sos Archive Grant               | -1,959.89           | 5,000.00          |                   | 3,040.11            | 0.00            | 0.00             | 0.00                 | 3,040.11                |
| 302 Park & Recreation Fund          | 99,417.41           | 1,188.89          | 530.00            | 100,076.30          | 0.00            | 0.00             | 0.00                 | 100,076.30              |
| 350 I-82 Business/Industrial Park   | 27,260.49           | 60.30             |                   | 27,320.79           | 0.00            | 0.00             | 0.00                 | 27,320.79               |
| 401 Water Fund                      | 91,062.09           | 59,808.07         | 30,192.22         | 120,677.94          | 55.83           | 11,968.78        | -2,041.06            | 130,661.49              |
| 402 Sewer Fund                      | 768,179.71          | 53,229.83         | 32,643.31         | 788,766.23          | 28.12           | 11,493.13        | -1,553.61            | 798,733.87              |
| 406 Sewer/water Capital Improvement | 92,087.18           | 1,851.78          |                   | 93,938.96           | 0.00            | 0.00             | 0.00                 | 93,938.96               |
| 407 Sewer/water Capital Maint.      | 182,729.34          | 0.00              |                   | 182,729.34          | 0.00            | 0.00             | 0.00                 | 182,729.34              |
|                                     | <b>2,131,499.09</b> | <b>251,452.80</b> | <b>166,960.56</b> | <b>2,215,991.33</b> | <b>352.57</b>   | <b>52,536.27</b> | <b>-5,917.52</b>     | <b>2,262,962.65</b>     |

# TREASURERS REPORT

## Account Totals

City Of Benton City  
 MCAG #: 199

03/01/2016 To: 03/31/2016

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| Cash Accounts       | Beg Balance  | Deposits   | Withdrawals | Ending       | Outstanding Rec | Outstanding Exp | Adj Balance  |
|---------------------|--------------|------------|-------------|--------------|-----------------|-----------------|--------------|
| 1 Checking          | 539,671.21   | 249,851.70 | 165,962.53  | 623,560.38   | -5,917.52       | 52,888.84       | 670,531.70   |
| 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:         | 539,971.21   | 249,851.70 | 165,962.53  | 623,860.38   | -6,117.52       | 52,888.84       | 670,631.70   |
| Investment Accounts | Beg Balance  | Deposits   | Withdrawals | Ending       | Outstanding Rec | Outstanding Exp | Adj Balance  |
| 2 LGIP              | 1,582,165.81 | 603.03     | 0.00        | 1,582,768.84 | 0.00            | 0.00            | 1,582,768.84 |
| 3 Money Market      | 9,562.07     | 0.04       | 0.00        | 9,562.11     | 0.00            | 0.00            | 9,562.11     |
| Total Investments:  | 1,591,727.88 | 603.07     | 0.00        | 1,592,330.95 | 0.00            | 0.00            | 1,592,330.95 |
|                     | 2,131,699.09 | 250,454.77 | 165,962.53  | 2,216,191.33 | -6,117.52       | 52,888.84       | 2,262,962.65 |

# TREASURERS REPORT

## Fund Investments By Account

City Of Benton City  
MCAG #: 199

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| Fund Totals:                               | Previous Balance    | Purchases   | Interest      | Total Investments | Liquidated | Ending Balance      |
|--|---------------------|-------------|---------------|-------------------|------------|---------------------|
| 001 000 Current Expense Fund               | 484,025.24          |             | 120.61        | 120.61            |            | 484,145.85          |
| 101 000 City Street Fund                   | 171,277.54          |             | 120.61        | 120.61            |            | 171,398.15          |
| 302 000 Park & Recreation Fund             | 39,828.86           |             | 60.30         | 60.30             |            | 39,889.16           |
| 350 000 I-82 Business/Industrial Park      | 21,047.94           |             | 60.30         | 60.30             |            | 21,108.24           |
| 401 000 Water Fund                         | 43,624.60           |             | 120.61        | 120.61            |            | 43,745.21           |
| 402 000 Sewer Fund                         | 656,131.57          |             | 120.60        | 120.60            |            | 656,252.17          |
| 406 000 Sewer/water Capital<br>Improvement | 74,534.06           |             |               |                   |            | 74,534.06           |
| 407 000 Sewer/water Capital Maint.         | 91,696.00           |             |               |                   |            | 91,696.00           |
| <b>2 - LGIP</b>                            | <b>1,582,165.81</b> | <b>0.00</b> | <b>603.03</b> | <b>603.03</b>     |            | <b>1,582,768.84</b> |
| 001 000 Current Expense Fund               | 858.83              |             | 0.04          | 0.04              |            | 858.87              |
| 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<br>Improvement | 1,664.82            |             |               |                   |            | 1,664.82            |
| 407 000 Sewer/water Capital Maint.         | 1,033.34            |             |               |                   |            | 1,033.34            |
| <b>3 - Money Market</b>                    | <b>9,562.07</b>     | <b>0.00</b> | <b>0.04</b>   | <b>0.04</b>       |            | <b>9,562.11</b>     |
|  | <b>1,591,727.88</b> | <b>0.00</b> | <b>603.07</b> | <b>603.07</b>     |            | <b>1,592,330.95</b> |

# TREASURERS REPORT

## Fund Investment Totals

City Of Benton City  
 MCAG #: 199

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| Fund Totals:                        | Previous Balance    | Purchases | Interest      | Ttl Investments | Liquidated | Investment Bal      | Available Cash    |
|-------------------------------------|---------------------|-----------|---------------|-----------------|------------|---------------------|-------------------|
| 001 Current Expense Fund            | 484,884.07          |           | 120.65        | 120.65          |            | 485,004.72          | 181,028.56        |
| 101 City Street Fund                | 174,078.25          |           | 120.61        | 120.61          |            | 174,198.86          | 59,209.52         |
| 103 Sos Archive Grant               |                     |           |               |                 |            | 0.00                | 3,040.11          |
| 302 Park & Recreation Fund          | 40,565.99           |           | 60.30         | 60.30           |            | 40,626.29           | 59,450.01         |
| 350 I-82 Business/Industrial Park   | 21,660.31           |           | 60.30         | 60.30           |            | 21,720.61           | 5,600.18          |
| 401 Water Fund                      | 45,479.47           |           | 120.61        | 120.61          |            | 45,600.08           | 75,077.86         |
| 402 Sewer Fund                      | 656,131.57          |           | 120.60        | 120.60          |            | 656,252.17          | 132,514.06        |
| 406 Sewer/water Capital Improvement | 76,198.88           |           |               |                 |            | 76,198.88           | 17,740.08         |
| 407 Sewer/water Capital Maint.      | 92,729.34           |           |               |                 |            | 92,729.34           | 90,000.00         |
|                                     | <u>1,591,727.88</u> |           | <u>603.07</u> | <u>603.07</u>   |            | <u>1,592,330.95</u> | <u>623,660.38</u> |

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

2,215,991.33

# TREASURERS REPORT

## Outstanding Vouchers

City Of Benton City  
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| Year                  | Trans# | Date       | Type     | Acct# | War#  | Vendor                                | Amount          | Memo   |
|-----------------------|--------|------------|----------|-------|-------|---------------------------------------|-----------------|--|
| 2016                  | 1461   | 03/28/2016 | Util Pay | 1     |       | Xpress Bill-Pay                       | 87.66           | Xpress Bill Pay Import - CheckFree   |
| 2016                  | 1468   | 03/29/2016 | Util Pay | 1     |       | Xpress Bill-Pay                       | 30.00           | Xpress Bill Pay Import - CheckFree   |
| 2016                  | 1471   | 03/30/2016 | Tr Rec   | 1     |       | Maya, Carlos                          | 25.00           |  |
| 2016                  | 1472   | 03/30/2016 | Tr Rec   | 1     |       | King, Paul & Mickie                   | 10.00           |  |
| 2016                  | 1473   | 03/30/2016 | Tr Rec   | 1     |       | Two of Clubs                          | 40.00           |  |
| 2016                  | 1479   | 03/30/2016 | Tr Rec   | 1     |       | Benton Co. Treasurer-Property Taxes   | 1,870.50        | Tax Dist.  |
| 2016                  | 1515   | 03/30/2016 | Util Pay | 1     |       | Xpress Bill Pay, Credit Card Payments | 568.48          | Xpress Bill Pay Import - CC  |
| 2016                  | 1480   | 03/31/2016 | Util Pay | 1     |       | Batch Utility Customer                | 419.74          | AM Drop Box  |
| 2016                  | 1481   | 03/31/2016 | Tr Rec   | 1     |       | Antojitos                             | 45.00           |  |
| 2016                  | 1506   | 03/31/2016 | Tr Rec   | 1     |       | Rubicon Performance Consulting LLC    | 40.00           |  |
| 2016                  | 1507   | 03/31/2016 | Tr Rec   | 1     |       | Cortez, Evelin                        | 10.00           |  |
| 2016                  | 1508   | 03/31/2016 | Util Pay | 1     |       | Batch Utility Customer                | 15.00           |  |
| 2016                  | 1509   | 03/31/2016 | Util Pay | 1     |       | Batch Utility Customer                | 517.63          |  |
| 2016                  | 1510   | 03/31/2016 | Tr Rec   | 1     |       | LaBelle, Kurese                       | 20.00           |  |
| 2016                  | 1511   | 03/31/2016 | Tr Rec   | 1     |       | Patnode, Amanda                       | 30.00           |  |
| 2016                  | 1512   | 03/31/2016 | Tr Rec   | 1     |       | Kiona-Benton Performing Arts Boosters | 25.00           |  |
| 2016                  | 1513   | 03/31/2016 | Tr Rec   | 1     |       | Stanford, Lonnie                      | 25.00           |  |
| 2016                  | 1514   | 03/31/2016 | Util Pay | 1     |       | Xpress Bill Pay, Credit Card Payments | 2,138.51        | Xpress Bill Pay Import - CC  |
|                       |        |            |          |       |       |                                       | <u>5,917.52</u> |  |
| Receipts Outstanding: |        |            |          |       |       |                                       |                 |  |
| 2016                  | 1483   | 03/31/2016 | Payroll  | 1     | EFT   | John Brown                            | 1,608.36        |  |
| 2016                  | 1493   | 03/31/2016 | Payroll  | 1     | EFT   | Nicholas Oscarson                     | 1,782.43        |  |
| 2016                  | 1497   | 03/31/2016 | Payroll  | 1     | EFT   | Diana Washburn                        | 1,537.15        |  |
| 2016                  | 1482   | 03/31/2016 | Payroll  | 1     | EFT   | Jose Barragan                         | 999.58          |  |
| 2016                  | 1488   | 03/31/2016 | Payroll  | 1     | EFT   | Paula Kauer                           | 1,363.00        |  |
| 2016                  | 1495   | 03/31/2016 | Payroll  | 1     | EFT   | Ronnie Shumate                        | 2,254.08        |  |
| 2016                  | 1498   | 03/31/2016 | Payroll  | 1     | EFT   | Aflac                                 | 407.70          | 03/01/2016 To 03/31/2016 - Aflac - Accident (Pre);<br>03/01/2016 To 03/31/2016 - Aflac - Aflac - STD (Post);<br>03/01/2016 To 03/31/2016 - Aflac - Aflac - Hospital IC (Pre) |
| 2016                  | 1499   | 03/31/2016 | Payroll  | 1     | EFT   | Department of Retirement Systems      | 550.00          | 03/01/2016 To 03/15/2016 - Deferred Comp.  |
| 2016                  | 1501   | 03/31/2016 | Payroll  | 1     | EFT   | Department of Retirement Systems      | 600.00          | 03/16/2016 To 03/31/2016 - Deferred Comp.  |
| 2016                  | 1485   | 03/31/2016 | Payroll  | 1     | EFT   | Misty Ferrell                         | 196.30          |  |
| 2016                  | 1486   | 03/31/2016 | Payroll  | 1     | EFT   | Krista Harmon                         | 1,622.24        |  |
| 2016                  | 1487   | 03/31/2016 | Payroll  | 1     | EFT   | Stephanie Haug                        | 2,015.69        |  |
| 2016                  | 1500   | 03/31/2016 | Payroll  | 1     | EFT   | Department of Retirement Systems      | 7,761.41        | 03/01/2016 To 03/31/2016 - PRS2  |
| 2016                  | 1502   | 03/31/2016 | Payroll  | 1     | EFT   | IRS - EFT Processing System           | 12,697.10       | 941 Deposit For 03/01/2016 - 03/31/2016  |
| 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  |

# TREASURERS REPORT

## Outstanding Vouchers

City Of Benton City  
MCAG #: 199

As Of: 03/31/2016 Date: 04/13/2016  
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| Year | Trans# | Date       | Type    | Acct# | War#  | Vendor                             | Amount    | Memo                                     |
|------|--------|------------|---------|-------|-------|------------------------------------|-----------|--|
| 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  |
| 2016 | 1264   | 03/15/2016 | Claims  | 1     | 27535 | Blanca Zamora                      | 100.00    | Community Center Deposit Refund          |
| 2016 | 1484   | 03/31/2016 | Payroll | 1     | 27537 | Vanessa Coates                     | 266.05    |  |
| 2016 | 1489   | 03/31/2016 | Payroll | 1     | 27538 | Kyle Kurth                         | 2,285.72  |  |
| 2016 | 1490   | 03/31/2016 | Payroll | 1     | 27539 | Linda Lehman                       | 711.80    |  |
| 2016 | 1491   | 03/31/2016 | Payroll | 1     | 27540 | Mary Lettau                        | 207.79    |  |
| 2016 | 1492   | 03/31/2016 | Payroll | 1     | 27541 | Jacob Mokler                       | 206.26    |  |
| 2016 | 1494   | 03/31/2016 | Payroll | 1     | 27542 | David Sandretto                    | 207.79    |  |
| 2016 | 1496   | 03/31/2016 | Payroll | 1     | 27543 | Lisa Stade                         | 138.52    |  |
| 2016 | 1503   | 03/31/2016 | Payroll | 1     | 27544 | NCMI Corporation                   | 686.28    | 03/01/2016 To 03/31/2016 - NCMI          |
| 2016 | 1504   | 03/31/2016 | Payroll | 1     | 27545 | Teamsters Local 839                | 471.00    | 03/01/2016 To 03/31/2016 - TEAMSTERS 839 |
| 2016 | 1505   | 03/31/2016 | Payroll | 1     | 27546 | Washington Teamsters Welfare Trust | 11,821.50 | 03/01/2016 To 03/31/2016 - NW Admin      |
|      |        |            |         |       |       |                                    | 52,888.84 |  |

| Fund                     | Claims | Payroll   | Total     |
|--------------------------|--------|-----------|-----------|
| 001 Current Expense Fund | 268.62 | 23,553.90 | 23,822.52 |
| 101 City Street Fund     | 0.00   | 5,520.46  | 5,520.46  |
| 401 Water Fund           | 55.83  | 11,968.78 | 12,024.61 |
| 402 Sewer Fund           | 28.12  | 11,493.13 | 11,521.25 |
|                          | 352.57 | 52,536.27 | 52,888.84 |

# TREASURERS REPORT

Signature Page

City Of Benton City  
MCAG #: 199

Time: 12:53:02 Date: 04/13/2016  
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03/01/2016 To: 03/31/2016

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:  \_\_\_\_\_  
Clerk/Treasurer / Date 4/13/16

# CITY OF BENTON CITY

*City Council Agenda Item*



## PROCESS INFORMATION

**SUBJECT:** Second Reading – Ord. 955- Amending Chapter 12.05  
“Sidewalk Construction”

**DATE/ITEM:** 04-19-16- H 1

## BUDGET INFORMATION

**DEPT:** Streets

**BUDGETED?**

**FUND:** N/A

**EXPENDITURE:** N/A

## DESCRIPTION/SUMMARY

### ACTION

Consideration of adoption of Ordinance 955, as corrected, on its second reading, of the City Of Benton City, Washington, amending BCMC Chapter 12.05 "Sidewalk Construction, Maintenance and Repair"

### HISTORY

In 2011, the City passed Ordinance 887, which required sidewalks to be constructed when a permit for new construction was issued. Since that time, the City has found a few instances where this requirement is impractical and actually prohibits good sidewalk planning.

As a remedy, the staff has created the attached ordinance, which will allow the City Engineer to evaluate the request, and determine if the construction of a sidewalk will not be practical until a plan for the street can be developed. The ordinance still places the burden of construction on the property owner, it just allows those efforts to be coordinated for a better end product. A similar policy is currently in effect in Richland.

## ATTACHMENTS

1) Ordinance with Exhibit

3)

2)

4)

## RECOMMENDED ACTION/SAMPLE MOTION

I move to approve, on its second reading, the corrected copy of ordinance 955 of the City Of Benton City, Washington, amending BCMC Chapter 12.05 "Sidewalk Construction, Maintenance and Repair"

First Reading: 04/05/16

Second Reading: \_\_\_\_\_

**CORRECTED COPY**

**ORDINANCE NO. 955**

**AN ORDINANCE OF THE CITY OF BENTON CITY,  
WASHINGTON AMENDING BCMC SECTION 12.05.030  
"RESPONSIBILITY OF ABUTTING PROPERTY OWNER"  
AND BCMC SECTION 12.05.120 "SECURITY IN LIEU OF  
COMPLETION OF SIDEWALK AND CURB"**

**WHEREAS**, the City of Benton City has recognized that there are situations when sidewalk construction is not in the best interests of the City or the property owner;

**WHEREAS**, the City of Benton City currently has no practical way to waive the requirements of the BCMC Chapter 12.05 "Sidewalk Construction, Maintenance, and Repair" for an extended period of time;

**WHEREAS**, the City of Benton City desires to create a way for the City and the property owner to not be unnecessarily bound by the strict requirements of BCMC Chapter 12.05 "Sidewalk Construction, Maintenance, and Repair; NOW, THEREFORE,

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

**Section 1.** That Section 12.05.030 of the Benton City Municipal Code entitled "Sidewalk Construction, Maintenance and Repair" shall be and hereby is amended as follows:

**12.05.030** **Responsibility of Abutting Property Owner.** All abutting property owners are responsible for constructing and maintaining sidewalks, handicapped ramps, crosswalks, curbs, and gutters along the entire frontage of the abutting property in conformity with this Chapter, and the City's current adopted standard specifications.

The provisions of this section may be deferred by the Mayor or the Mayor's designee as provided in Section 12.05.120 below. Whenever a permit is granted for new construction within the City or to remodel, alter, reconstruct, or expand an existing building when such costs of the changes exceeds 50% of the assessed valuation of said building, such person shall also obtain a permit as provided under this Chapter for the construction of the sidewalks, curbs and gutters on all sides of such property that may adjoin a public street

**Section 2.** That Section 12.05.120 entitled "Security in Lieu of Completion of Sidewalk and Curb" of the Benton City Municipal Code shall be and hereby is amended and shall read as follows:

**12.05.120** **Security in Lieu of Completion of Sidewalks and Curb.** Whenever it is determined by the Mayor, or his ~~the Mayor's~~ designee, that it is not practical for the construction of a sidewalk and curb to be completed prior to the occupancy of a new or remodeled building as provided in Section 12.05.030 above, due to the lack of contiguity with existing sidewalk, the City may grant a deferral to the requirements of this Section upon the ~~deposit of the structure,~~ the City may accept sufficient security in the form of cash or bond deposited with the City to cover the estimated cost of completing construction of the curb and sidewalk. The deferral shall not exceed five (5) years. Upon determination by the City that sidewalk contiguity is or may be available, or determines the public convenience or safety require that the sidewalk be constructed, the City shall provide the owner or their successors in interest, notice requiring the construction of the sidewalk, curb and gutter. The owner shall have ninety (90) days within which to construct the sidewalk in accordance with City's standards and specifications, and receive a refund of the security deposit. The sidewalk construction period may be extended by the Mayor or the Mayor's designee upon good cause such as inclement weather or the unavailability of materials or services. If the owner fails to construct the sidewalk within such period, including any extensions, the City may authorize the work to be completed and shall apply the security deposit to the costs of the installation. ~~This security shall be forfeited to the City in the event the curb and sidewalk are not completed within ninety (90) days of the deposit being accepted. Thirty day time extensions may be granted if the applicant demonstrates that there were reasons beyond their control for failure to complete construction within the time allowed. The deposit extension period may be extended up to five (5) years to coordinate with future nearby sidewalk construction by agreement between the City and the applicant.~~ Completed construction must pass all City inspections and meet all City standards. The deposit shall be used by the City to pay the costs of completing the construction of the curb and sidewalk to meet City standards and to pass City inspection. The City does not warrant that the amount accepted as security necessarily will be sufficient to pay the full costs of construction by accepting the deposit. The owner shall sign an Improvement Deferral Waiver which shall be recorded with the Benton County Auditor. The City does not waive any other remedies it may have to collect the costs of completing the construction by accepting the deposit. Costs to the City in excess of the deposit shall become a lien against the property. The applicant for the building permit shall execute an agreement ~~with~~ the City on the terms as provided by this Section. (Ord. 887, June 2011)

**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 19 day of April, 2016.

\_\_\_\_\_  
Linda Lehman, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephanie Haug, City Clerk

\_\_\_\_\_  
Leland B. Kerr, City Attorney

# CITY OF BENTON CITY

*City Council Agenda Item*



## PROCESS INFORMATION

**SUBJECT:** Second Reading – Ord. – Marijuana Establishment Regulations

**DATE/ITEM:** 04-19-16- H 2

## BUDGET INFORMATION

**DEPT:** General

**BUDGETED?** ✓

**FUND:**

**EXPENDITURE:**

## DESCRIPTION/SUMMARY

### ACTION

Consideration of adoption of Ordinance 956, on its second reading, of the City Of Benton City, Washington, creating a new section 5.12.050 "Marijuana Businesses"; Amending Section 20.33.030 "Conditional Uses" in C-1 Commercial For Retail Recreational Marijuana; and amending Section 20.36.030 "Conditional Uses" in II-Industrial, Light District For Manufacturing And Production Of Recreational Marijuana; and creating a new section 20.60.290

### HISTORY

The City Council has been working on potential regulations for Marijuana Establishments for some time. The Council requested the Planning Commission review the ordinance they drafted in March 2015 for potential updates. Attached is the ordinance they recommended to Council for approval.

The City Attorney will provided an overview of what the changes in the law are, and what changes the planning commission recommended.

## ATTACHMENTS

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

## RECOMMENDED ACTION/SAMPLE MOTION

I move to approve, on its second reading, Ordinance 9556 of the City Of Benton City, Washington, creating a new section 5.12.050 "Marijuana Businesses"; Amending Section 20.33.030 "Conditional Uses" in C-1 Commercial For Retail Recreational Marijuana; and amending Section 20.36.030 "Conditional Uses" in II-Industrial, Light District For Manufacturing And Production Of Recreational Marijuana; and creating a new section 20.60.290 "Marijuana Control Regulations"

First Reading: 4/5/16

Second Reading: \_\_\_\_\_

**CORRECTED COPY**

**ORDINANCE NO. 956**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, CREATING A NEW SECTION 5.12.050 "MARIJUANA BUSINESSES"; AMENDING SECTION 20.33.030 "CONDITIONAL USES" IN C-1 COMMERCIAL FOR RETAIL MARIJUANA; AND AMENDING SECTION 20.36.030 "CONDITIONAL USES" IN IL-INDUSTRIAL, LIGHT DISTRICT FOR MANUFACTURING AND PRODUCTION OF MARIJUANA; AND CREATING A NEW SECTION 20.60.290 "MARIJUANA CONTROL REGULATIONS"**

**WHEREAS**, the Washington Voters approved Initiative 502 (I-502) in 2012, which “authorizes the state liquor control board to regulate and tax marijuana for persons twenty-one years of age and older”; and

**WHEREAS**, I-502 allows the Washington State Liquor and Cannabis Board to license marijuana producers “to produce marijuana for sale at wholesale to marijuana processors and other marijuana producers” (I-502, Sec 4(1)); and

**WHEREAS**, I-502 allows the Washington State Liquor and Cannabis Board to license marijuana processors to “process, package and label useable marijuana and marijuana infused products for sale at wholesale to marijuana retailers” (I-502, Sec 4(2)); and

**WHEREAS**, I-502 allows the Washington State Liquor and Cannabis Board to license marijuana retailers to “sell useable marijuana and marijuana-infused products in retail outlets” (I-502, Sec 4(3)); and

**WHEREAS**, I-502 establishes certain siting limitations on the Washington State Liquor and Cannabis Board’s issuance of such licenses for any premises that are within 1,000 feet of the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center or library, or any game arcade, admission to which is not restricted to persons aged twenty-one years or older (I-502, Sec. 8); and

**WHEREAS**, on July 3, 2013 the Washington State Liquor and Cannabis Board filed final proposed rules (Chapter 314-55 Washington Administrative Code) with the Code Reviser (CR 102) for applying for, obtaining, and maintaining licenses for the production, processing, and retailing of marijuana; and

**WHEREAS**, I-502 decriminalizes, for purposes of state law, the production, manufacture, processing, packaging, delivery, distribution, sale or possession of marijuana, as long as such activities are in compliance with I-502; and

**WHEREAS**, RCW 69.51A.140 authorizes cities to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes pertaining to the production, processing, or dispensing of marijuana or marijuana products within their jurisdiction; and

**WHEREAS**, on January 28, 2015, the Planning Commission conducted a public meeting to discuss the proposed amendments; and

**WHEREAS**, on February 25, 2015, after publication of legal notice in a newspaper of general circulation and posting the required notices, the Planning Commission conducted a public hearing on the proposed code amendment; and

**WHEREAS**, on March 25, 2015, after publication of legal notice in a newspaper of general circulation and posting the required notices, the Planning Commission conducted an additional public hearing on the proposed code amendment; and

**WHEREAS**, on that same evening and after deliberating and considering the recommendations of staff and carefully reviewing all information in the public record, the Planning Commission voted to recommend approval of the proposed code amendment; and

**WHEREAS**, in accordance with the provisions and procedures of the Benton City Municipal Code, the City Council has received the recommendation of the Benton City Planning Commission, who has scheduled and held a hearing on such recommendation, and having received all evidence and testimony therein, adopts the following findings; and

**WHEREAS**, based upon the experiences both within the State of Washington and elsewhere that a concentration of such uses may have a deleterious impact upon the quality of life and the surrounding areas, and to insure their capability with other uses within the surrounding areas, that minimum distances be imposed to separate marijuana businesses from each other and such other uses as neighborhoods, daycare centers, religious facilities, public parks, schools, and other uses identified in WAC 314-55-050; and

**WHEREAS**, the City Council finds and determines that such enactment is in the best interests of residents of the City of Benton City and will promote the general health, safety and welfare. NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON**, ordain as follows:

**Section 1.** That a new Section 5.12.050 entitled "Marijuana Businesses" of the Benton City Municipal Code shall be and hereby is created and shall read as follows:

**5.12.050**     **Marijuana Businesses.** Marijuana businesses shall include marijuana retailers, marijuana producers, and marijuana processors as defined by RCW 69.50.101, and dispensaries, collective gardens, cooperatives, or other enterprises which produce, process, or sell marijuana or marijuana-infused products. Marijuana businesses must have a state license pursuant to either Chapter 69.50 RCW or Chapter 69.51A RCW, as well as a conditional use permit before being issued a business license to operate a marijuana business in the City of Benton City. Any marijuana business that does not have a state license or conditional use permit is prohibited and designated as a nuisance subject to abatement.

**Section 2.** That Section 20.33.030 entitled "Conditional Uses" within the C-1 Commercial of the Benton City Municipal Code shall be and hereby is amended and shall read as follows:

**20.33.030**     **Conditional Uses.** The following uses are permitted subject to approval of a conditional use permit.

- A. Automobile service stations, drive-in eating and drinking establishments, and similar auto-oriented uses.
- B. Adult Entertainment Uses subject to compliance with the provisions and standards set forth in Section 20.60.260 of this Code.
- C. Congregate care center, residential care facilities and senior center.
- D. Any similar or compatible use not specifically permitted in this district.
- E. Mini storage and storage facilities.
- F. Outdoor theaters.
- G. Wireless communication facilities.
- H. Marijuana retailer or marijuana retailer with medical marijuana endorsement subject to compliance with the provisions and standards set forth in Section 20.60.290 of this Code. (Ord. 765, September 2003; Ord. 716, October 2000.)

**Section 3.** That Section 20.36.030 entitled "Conditional Uses" within the IL-Industrial Light District of the Benton City Municipal Code shall be and hereby is amended and shall read as follows:

**20.36.030** **Conditional Uses.** The following uses are permitted subject to approval of a conditional use permit:

- A. Grain storage facility.
- B. Port facility.
- C. Petroleum products storage or distribution facility.
- D. Heliport.
- E. Milling, hot-mix asphalt plants and concrete mixing plants.
- F. Mining or extraction of rock, stone, gravel, sand, earth and other minerals.
- G. Any similar and compatible use not specifically permitted in this district.
- H. Marijuana businesses including production or processing subject to the compliance with the provisions and standards set forth in Seciton 20.60.290 of this Code. (Ord. 861, September 2009; Ord. 765, September 2003.)

**Section 4.** That a new Section 20.60.290 entitled "Marijuana Control Regulations" of the Benton City Municipal Code shall be and hereby is created and shall read as follows:

**20.60.290** **Marijuana Control Regulations.**

- A. Authority. The provisions of Section 20.60.290 are implemented pursuant to Initiative-502 under the authority of RCW 69.51A.140.
- B. Purpose. The purpose of this section is to further clarify the provisions of Initiative-502 and RCW 69.51A.140 as it pertains to the use of land within the City, and to establish where marijuana businesses may locate in the City, and to describe the restrictions upon such uses.
- C. Definitions. The definitions in this section apply throughout this Chapter, and the City also adopts the definitions in WAC 314-55-010 and RCW 69.50.101.
  - 1. "Child Care Center" means an entity that regularly provides child day care and early learning services for a group of children for periods of less than twenty-four hours licensed by the Washington State Department of Early Learning, under chapter 170-295 WAC.

2. "Church" means a building that provides a place for public worship of God, or provides a place for a religious service.
3. "Cultivation" means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof.
4. "Elementary School" means a school for early education that provides the first four to eight years of basic education and is recognized by the Washington State Superintendent of Public Instruction.
5. "Game Arcade" means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices where persons under twenty-one years of age are not restricted.
6. "Indoors" means within a fully enclosed and secure structure that complies with the Washington State Building Code, as adopted by the City, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached. The structure must be secure against unauthorized entry, accessible only through one or more lockable doors, and constructed of solid materials that cannot easily be broken through, such as 2" by 4" or thicker studs overlain with 3/8" or thicker plywood or equivalent materials. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement.
7. "Library" means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.
8. "Marijuana" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin. For the purposes of this Ordinance, "cannabis" or "marijuana" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
9. "Outdoors" means any location that is not "indoors" within a fully enclosed and secure structure as defined herein.

10. "Playground" means a public outdoor recreation area for children, usually equipped with swings, slides and other playground equipment, owned and/or managed by a city, county, state or federal government.
11. "Process" means to handle or process cannabis in preparation for medical or recreational use.
12. "Produce or Production" means to manufacture, plant, grow or harvest cannabis or marijuana.
13. "Public Park" means an area of land for the enjoyment of the public, having facilities for rest and/or recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government or metropolitan park district. Public park does not include trails or plazas.
14. "Public Transit Center" means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers.
15. "Recreation center or facility" means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state or federal government.
16. "Retail, Marijuana" means the activity of selling usable marijuana and marijuana-infused products in a retail outlet.
17. "Retail outlet" means a location licensed by the Washington State Liquor and Cannabis Board for the retail sale of useable marijuana and marijuana-infused products.
18. "Secondary School" means a high and/or middle school: A school for students who have completed their primary education, usually attended by children in grades seven to twelve and recognized by the Washington State Superintendent of Public Instruction.

19. "Useable cannabis or usable marijuana" means dried flowers of the *Cannabis* plant. The term "usable cannabis or usable marijuana" does not include marijuana-infused products or cannabis products.

D. Marijuana Production.

1. The cultivation of marijuana is considered to be production of a product for resale. Production of marijuana is limited to the IL-industrial, light zoning districts wherein manufacturing uses are permitted.
2. All marijuana production shall occur within indoor facilities. Outdoor production as may be permitted by the State is expressly prohibited by this section.

E. Marijuana Processing. The processing of marijuana is considered to be a manufacturing activity. Processing of marijuana and marijuana products is limited to the IL-industrial, light zoning districts wherein manufacturing and industrial processing uses are permitted. All marijuana processing shall occur within indoor facilities. Outdoor processing as may be permitted by the State is expressly prohibited by this Section

F. Retail Marijuana Sales. The sale of marijuana is a retail activity. Sale of marijuana is limited to the C-1 commercial zoning districts wherein retail uses are permitted.

G. Locational Criteria.

1. No marijuana businesses may be located within one thousand (1,000) feet of any of the following:
  - a. Elementary or secondary school;
  - b. Playground;
  - c. Recreation center or facility;
  - d. Child care center;
  - e. Public park;
  - f. Public transit center;
  - g. Library; or



1. Nothing in this code section is intended to be, nor should be considered to be, an allowance for less restricted activity that is permitted by State law and the rules and regulations of the Washington State Liquor and Cannabis Board.
2. Nothing in this code section is intended to be, nor should be considered to be, a limitation on the City from protesting the granting of a permit(s) or the renewal of a permit(s).
3. No part of this Ordinance is intended to or shall be deemed to conflict with federal law, including but not limited to, the Controlled Substances Act, 21 U.S.C. Section 800 *et seq.*, the Uniform Controlled Substances Act (chapter 69.50 RCW) nor to otherwise permit any activity that is prohibited under either Act, or any other local, state or federal law, statute, rule or regulation. Nothing in this Ordinance shall be construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of medical cannabis or recreational marijuana in any manner not authorized by chapter 69.51A RCW or chapter 69.50 RCW. Nothing in this Ordinance shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or that creates a nuisance, as defined herein.

**Section 5.** Applicability. This Ordinance shall apply to future development and building permit applications upon the expiration of the moratorium on marijuana businesses penalty in place.

**Section 6.** Severability. If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 7.** This Ordinance shall be effective five (5) days after passage, approval 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 19 day of April, 2016.

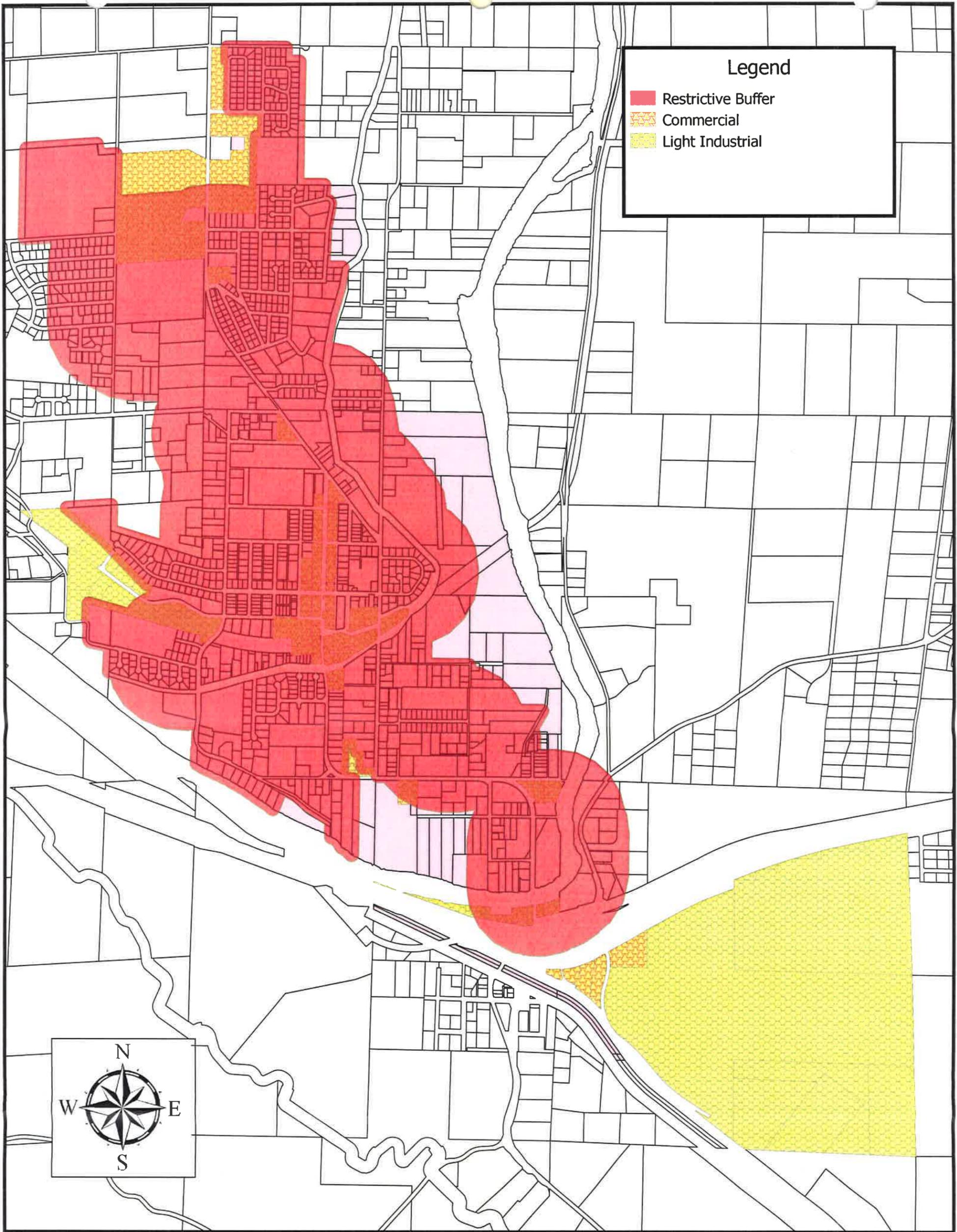
\_\_\_\_\_  
Linda Lehman, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Stephanie Haug, CMC  
City Clerk-Treasurer

\_\_\_\_\_  
Kerr Law Group  
City Attorney



**Legend**

- Restrictive Buffer
- Commercial
- Light Industrial



# CITY OF BENTON CITY

*City Council Agenda Item*



## PROCESS INFORMATION

**SUBJECT:** Resolution #2016-07- Auth. Mayor to sign Personal Services Contract – Oneza & Associates

**DATE/ITEM:** 04-19-16- H 3

## BUDGET INFORMATION

**DEPT:** General

**BUDGETED?** ✓

**FUND:** General

**EXPENDITURE:** \$45,000

## DESCRIPTION/SUMMARY

### ACTION

Consideration of adoption of a resolution authorizing the Mayor of the City of Benton City to sign the Personal Services Contract between the City of Benton City and Oneza & Associates

### HISTORY

The City is required to review and update if needed, its Comprehensive Plan by June 30, 2017. The 2016 Budget contains money to hire a consultant to help city staff perform this task. The City made a Request for Proposals and Oneza & Associates provided a proposal and City staff believes they are a good fit for the City.

## ATTACHMENTS

- |                                     |    |
|-------------------------------------|----|
| 1) Resolution 2016-07 with exhibits | 3) |
| 2)                                  | 4) |

## RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution 2016-07, authorizing the Mayor of the City of Benton City to sign the Personal Services Contract between the City of Benton City and Oneza & Associates

**RESOLUTION NO. 2016-07**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE PERSONAL SERVICES CONTRACT BETWEEN THE CITY OF BENTON CITY, WASHINGTON, AND ONEZA & ASSOCIATES**

**WHEREAS**, the Washington State Growth Management Act (GMA), Revised Code of Washington (RCW) 36.70A, sets forth several state planning goals and the state finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning; and

**WHEREAS**, RCW 36.70A.130 requires the City to take action to review and, if needed, revise its comprehensive plan and development regulations before June 30, 2017 and every 8 years thereafter; and

**WHEREAS**, the City made a Request for Proposals for updating the Comprehensive Plan; and

**WHEREAS**, Oneza & Associates, has submitted a proposal demonstrating the requisite qualifications and abilities to perform this service. 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 Personal Services Contract between the City of Benton City and Oneza & Associates, a copy of which is attached hereto and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.

**ADOPTED** this 19 day of April, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 19 day of April, 2016.

Resolution 2016-07 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 19 day of April, 2016.

\_\_\_\_\_  
Linda Lehman, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Stephanie Haug, City Clerk/Treasurer

\_\_\_\_\_  
Leland B. Kerr, City Attorney

**CITY OF BENTON CITY  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between the City of Benton City, a political subdivision, with its principal offices at 708 9<sup>th</sup> Street, Benton City, WA 99320 (hereinafter "CITY"), and **ONEZA & ASSOCIATES** with its office at **3131 WESTERN AVENUE, SUITE 316, SEATTLE, WA** (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. CONTRACT DOCUMENTS**

This Contract includes the following documents:

- a) Exhibit A, Scope of Work; and
- b) Exhibit B, Compensation.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin **immediately upon execution by the parties**, and shall expire on **June 30, 2017**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a) A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference. CONTRACTOR is referred to as "Consultant" in Exhibit A.
- b) The CONTRACTOR agrees to provide its own labor, materials and expenses. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the CITY.
- c) The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d) The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e) The CONTRACTOR shall confer with the CITY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the CITY.

**4. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a) For CONTRACTOR: **Ferdouse Oneza, AICP  
Oneza & Associates  
3131 Western Avenue Suite 316  
Seattle, WA 98121**

b) For CITY:

**Stephanie Haug, CMC**  
**City Clerk Treasurer**  
**PO Box 70,**  
**Benton City, WA 99320**

## **5. COMPENSATION**

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a) A detailed description of the compensation to be paid by the CITY is set forth in Exhibit B, "Compensation", which is attached hereto and incorporated herein by reference. There shall be no additional payments by the CITY to the CONTRACTOR for reimbursement of out of pocket expenses.
- b) The maximum total amount payable by the CITY to the CONTRACTOR under this Contract shall not exceed \$45,000.
- c) No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d) The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the CITY not more than once per month during the progress of the work requesting payment for tasks completed since the last billing. Invoices shall cover tasks completed by the CONTRACTOR and shall be for the amount(s) listed in Exhibit B. The CITY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e) The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the CITY.
- f) In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the CITY, the CITY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g) Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

## **6 . AMENDMENTS AND CHANGES IN WORK**

- a) In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be endorsed by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the CITY.
- b) No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the CITY.

## 7. HOLD HARMLESS AND INDEMNIFICATION

- a) The CONTRACTOR shall hold harmless and indemnify the CITY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, to the extent arising out of the CONTRACTOR'S negligent acts, errors or omissions in connection with the work performed under this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by the sole or concurrent negligent acts, errors, or omissions of the CITY, its officers, officials, employees or agents.
- b) In any and all claims against the CITY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- c) The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating all claims of loss from negligent action, error or omission, or breach of any common law, statutory, contractual or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

## 8. INSURANCE

- a) **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII .

The coverage shall apply to liability for a professional error, negligent act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract.

If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. CONTRACTOR shall annually provide CITY with proof of all such insurance if requested by the City.

- b) **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the CITY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and CITY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the CITY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to CITY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by CITY to CONTRACTOR for performance of this Contract.

- c) **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CGOOO1 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury
- \$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the CITY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the CITY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer' s Liability Insurance Coverage with minimum limits as follows:

\$1,000,000 Each Accident  
\$1,000,000 Policy Limit for Disease  
\$1,000,000 Each Employee for Disease

d) **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Commercial Automobile Liability Insurance (CA0001), or equivalent coverage, in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Commercial Auto Liability Insurance shall include coverage for owned, non-owned and hire autos. Covered auto shall be designated as "Symbol 1" any auto. CONTRACTOR waives all rights against the CITY for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

e) **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the CITY, its elected and appointed officers, officials, employees and agents.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the CITY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or agents
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section 8 (a), shall be written on an Occurrence Policy form.

f) **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton City Mayor. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the CITY as an "Additional Insured" and shall not be reduced or canceled without thirty(30) days written prior notice to the CITY. Any insurance or self insurance

maintained by the CITY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance are to be provided to the CITY's Contract Representative referenced in Section 4.b.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the CITY's Representative referenced in Section 4.b.

## **9. TERMINATION**

- The CITY may terminate this Contract in whole or in part whenever the CITY determines, in its sole discretion, that such termination is in the best interests of the CITY. The CITY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the CITY shall pay the CONTRACTOR for all tasks completed up to the date of such notice and for a portion of the fee specified in Exhibit B for any partially completed tasks in the same percentage as the percentage of completion of the task as of such date. Payment shall be made in accordance with the Compensation Section of this Contract.
- In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the CITY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by CITY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the CITY, the CITY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the CITY shall pay the CONTRACTOR only for the costs of services accepted by the CITY, in accordance with the Compensation Section of this Contract. Upon such termination, the CITY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the CITY in completing the work and all damage sustained by the CITY by reason of the CONTRACTOR'S breach.

## **10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a) The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the CITY. The CITY consents to the use of Anchor QEA and J-U-B Engineers as subcontractors on this project.
- b) The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

## **11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any

provision (s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

## **12. INDEPENDENT CONTRACTOR**

- a) The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the CITY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b) The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any CITY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to CITY employees.
- c) The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the CITY.
- d) CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal , state or local law which are now or may be enacted during the term of this Contract.
- e) The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the CITY'S contract representative or designee.

## **13. COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

## **14. INSPECTION OF BOOKS AND RECORDS**

The CITY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

## **15. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

## **16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

- a) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the CITY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The CITY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b) An electronic copy of all maps and drawings shall be submitted to the CITY upon request or at the end of the job.

- c) An electronic copy of all word processing documents shall be submitted to the CITY upon request or at the end of the job using the word processing program and version specified by the CITY.

#### **17. PATENT/COPYRIGHT INFRINGEMENT**

The CONTRACTOR shall hold harmless, indemnify and defend the CITY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the CITY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the CITY of any notice of such claim.

#### **18. DISPUTES**

Disputes between the CONTRACTOR and the CITY, arising under and by virtue of this Contract, shall be brought to the attention of the CITY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the CITY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the CITY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

#### **19. CONFIDENTIALITY**

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the CITY or acquired by the CITY in performance of this Contract, except upon the prior written consent of the CITY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the CITY written notice of any judicial proceeding seeking disclosure of such information.

#### **20. CHOICE OF LAW, JURISDICTION AND VENUE**

- a) This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b) Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton City, Washington.

#### **21. SUCCESSORS AND ASSIGNS**

The CITY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

#### **22. SEVERABILITY**

- a) If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b) If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

### **23. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

### **24. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

### **25. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8 (a) ); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27) and confidentiality (Section 19).

### **26. LITIGATION HOLD NOTICE**

In the event the CITY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this agreement may be of evidentiary value, the CITY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the CITY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 14.

### **27. PUBLIC RECORDS ACT**

CONTRACTOR hereby acknowledges that the CITY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the CITY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the CITY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the CITY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of CITY'S release of records covered under the Public Records Act. CITY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED \_\_\_\_\_

DATED \_\_\_\_\_

**CITY OF BENTON CITY**

**CONTRACTOR**

By: \_\_\_\_\_  
Linda Lehman, Mayor

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Stephanie Haug, City Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Leland B. Kerr, City Attorney

# SCOPE OF WORK EXHIBIT A

## Comprehensive Plan Periodic Update

### Scope of Work

#### INTRODUCTION

Oneza & Associates (OA) team (Consultant) is scoped to assist Benton City (City) with the Comprehensive Plan Periodic Update, as defined in this scope of work.

General Assumptions:

- Limitations have been placed on the number of meetings and hours assigned for various tasks.
- Work will be completed within the timeframe required by City to maintain compliance with the GMA.
- City staff, the Planning Commission, and Council, with assistance from the OA team will review contents, policies, regulations, to maintain the greatest degree of consistency possible.
- The OA team will work with City staff in public engagement.
- City's Public Works Department will provide necessary traffic, water, wastewater and storm water data for analysis.

#### PHASE 1: INITIATING THE PROCESS

##### Task 1: Assess Existing Condition, Identify Gaps and Needs

At the initial phase of the project, the OA team will gather data in preparation of an inventory, discuss data needs with you to identify and collect appropriate resources.

At this phase, we will review your local conditions and the following documents:

- Existing Comprehensive Plan maps and documents
- Economic Development Plans and any documents prepared by Benton City's Economic Development Council
- Studies prepared for the DNR owned area;
- All existing planning documents including the Transportation Improvement Program, Capital Facilities Plan, Water and Sewer System Plan, Parks and Recreation Master Plan, etc.
- City's development regulations (e.g. zoning code, subdivision code, environmental regulations etc.)

The OA team will identify unnecessary, redundant and inconsistent information within the existing Comprehensive Plan documents. The OA team will evaluate the current Plan for consistency with the GMA requirements and the Countywide Planning Policies. An assessment of all data (including GIS data) and resources gathered will be performed as well.

The OA team will prepare a summary of all findings and identify necessary updates and revisions.

**Deliverable:** Summary of existing resources.

## **Task 2: Process Initiation**

### Kick-off Meeting

The AQ team will assist staff in developing a brief public participation plan that is consistent with the GMA guidelines. A meeting between the OA team and City staff will be held. Participants should include all relevant City staff having resources and expertise to contribute to any of the elements of the Comprehensive Plan. At this meeting, both the City and the OA team will:

- Confirm public participation actions and the draft Public Participation Plan
- Identify stakeholders and focus group members for outreach
- Discuss existing conditions summary developed in Task 1
- Discuss any major issues to address during the process

Key staff members from the City will be identified as resources throughout the Plan update process.

### Start Public Outreach

Once the public participation actions are identified based on the Public Participation Plan, the OA team will make relevant documents available on the City's Comprehensive Plan page on the website, including the public participation key dates. The OA team will assist City staff to publish press releases if needed, and announcements on local radio stations related to the Plan update process.

The OA team will prepare outreach materials to be distributed by staff to the interested groups, neighborhood groups, agencies, Economic Development Council, and to be posted at the City Hall, Fire Station and the Mid-Columbia Library.

**Deliverable:** Draft Public Participation Plan and outreach material; document guidelines.

## **PHASE 2: DEVELOPING THE PLAN**

### **Task 3: Draft Vision, Preliminary Goals and Policies**

#### Community Visioning Workshop

The OA team will work with staff and the Planning Commission to review and revise existing visioning information, and goals and policies. At this phase, a visioning workshop consisting of citizens, stakeholders and the Planning Commission will be conducted.

#### Identify Key Issues and GMA Elements

Our team will work with the Planning Commission and staff to identify priorities and preliminary GMA elements to be addressed in the Comprehensive Plan. Initial list of elements will include all mandatory elements. Additional elements, or modified elements may be added based on the priorities.

#### Identify Redundancy and Policy Gaps

The OA team will review existing Comprehensive Plan goals and policies and streamline policy section by eliminating goals and policies that are no longer feasible, or are redundant. Gaps in the goals and policies will also be identified by the OA team. Any newly mandated GMA topics will be addressed in the policy document.

#### Develop Goals and Policies

Based on the priorities, existing policies and gap areas, the OA team will work with the Planning Commission and staff to update each element's goals and policies. The OA team will assist staff in preparing the vision statement, goals and policies in order to present them to the City Council. Modifications will be made based on Council's direction.

**Deliverable:** Draft vision, goals and policies.

#### **Task 4: Prepare Plan Elements**

The OA team will prepare handouts/ bulletins for sharing on the City's website and for distribution to the community by City staff. This will include the summary of the goals and policies and Comprehensive Plan elements.

Based on the elements identified, the OA team will conduct focus group workshops consisting of relevant resource person in each area. Focus groups may contain members from the community, stakeholders and City staff. Input will be collected for Comprehensive Plan elements. The OA team will identify potential growth and employment areas and economic opportunities during this process.

The following elements will be added at a minimum:

- Land Use
- Housing
- Transportation
- Economic Development
- Community Facilities
- Utilities (water, waste water, storm water)
- Capital Facilities
- Parks and Recreation
- Environmental/ Critical Areas

#### Land Use

The OA team will review all existing and future land use maps, data, land use patterns, population and employment projections. The OA team will also review community input gathered from the visioning process and workshops, economic development trends and transportation plans in order to identify future development pattern and key growth areas.

Land use types and density, and land use capacity will also be analyzed by the OA team. The analysis will aim to ensure that an appropriate mix of housing and employment meets the future projection, and is consistent with the goals and policies in Task 3. All land use maps will be updated in GIS.

These updated land use map and conditions will be presented at an open house and be made available for stakeholders and citizens to comment. Land use maps along with a collection of

easily understandable materials such as photos and diagrams will be made available online and at various locations within the City. Public input will be gathered and reviewed by City staff and the OA team to finalize the land use element. The OA team will assist staff in presenting these to the Planning Commission and City Council.

### Housing

The OA team will review the existing housing inventory, the land use capacity, population projection, and key growth areas identified. We will identify the housing needs to serve the City's projected growth. We will identify different housing options based on land use density and income level that will address the City's housing need for future growth targets.

### Transportation

The OA team will review the existing transportation system and work with city staff to identify deficiencies and any future transportation needs to serve the City's projected growth and land use changes. The OA team will update the transportation element of the Comprehensive Plan based on information provided by City staff, including any changes to Levels of Service. This will also include a 6-year Transportation Capital Improvement Plan based on information provided by City Staff. The evaluation of a new or updated transportation system, traffic modeling, traffic counts or analysis are not included.

### Economic Development

The OA team will review existing economic development conditions, market data, current population, household income, employment data and economic trends. Relevant data from Tri-Cities Chamber of Commerce, Port of Kennewick and other partnering agencies will be reviewed. A review of the market condition will be performed. Benton City Economic Development Council will be involved to review and confirm the economic development directions. Based on the data review, The OA team will work with Benton City Economic Development Council to identify niche areas for economic development.

The OA team, in conjunction with City staff will conduct Planning Commission workshop to discuss our market review and concurrently update Council on land use, housing and transportation elements.

### Community Facilities

The OA team will work with City staff and Kiona Benton School District to update this element as necessary.

### Utilities

The OA team will work with City staff, especially with the Public Works Department to identify the current system plans for water and waste-water management. The OA team will work with City staff to address the changes made in the future land use plan and subsequent housing demand, and how the utilities' will meet the future needs. A system plan update, capacity modifications, service area revision will be provided by the city to the OA team and integrated into the Comprehensive Plan.

### Capital Facilities

Based on the growth projections and future land use pattern, demand for capital facilities will change.

The OA team will work with the City's Public Works, Finance and Parks Departments, plus the Benton County Sheriff and Benton County Fire District #2 to assess existing and proposed capital facilities, levels of services (LOS), and financing methods for roads, water, sewer, parks, police, and fire to meet the service demand for future growth.

Within the GMA framework, the OA team will work with City staff to gather information and update the Capital Facilities element as follows:

- Inventory of the existing facilities; map the locations and identify capacities, (existing GIS/CAD data of facilities to be provided by the City.
- Forecast of the future needs based on the population projection and land use data, (to be provided by City)
- Proposed location and capacities of the future needs, (information to be provided by City)
- Establish priorities for capital facilities, and
- Six-year financing plan including specific funding sources (information to be provided by City)

#### Parks and Recreation

The OA team will work with City staff and the Planning Commission to update the parks and recreation element with the most current data, and address the future parks and recreation demand based on the population growth and the proposed land use alternatives. This will include review of the City's current trail system and linkage plans that serve the City and connect within the region.

#### Environmental

In this element, the OA team will incorporate existing data and information regarding the natural environment. This element will be updated to reflect the recently adopted Shoreline Master Program goals and policies, shoreline and critical area documents and maps. The OA team will incorporate and update the following data:

- Shoreline;
- Critical areas, wetlands, geologically hazardous areas, steep slope, frequently flooded areas, wildlife habitat areas and other natural features;
- State Environmental Policy Act; and
- Floodplain

**Deliverables:** Public meeting summaries; draft Comprehensive Plan with all elements, land use and other updated maps; transportation and market review data; any related data used during the process.

#### **Task 5: Review Development Regulations**

The OA team will work with City staff to review existing development regulations, identify inconsistencies, and ways to address them accordingly. Specific attention will be paid to the City's zoning and subdivision codes.

Deliverables: List of codes, and specific sections with proposed updates.

## **PHASE 3: ADOPT THE PLAN**

### **Task 6: SEPA**

The OA team will prepare a SEPA checklist according to the State Environmental Policy Act (RCW 197-11) provisions. Appropriate SEPA notification will be issued according to the type of SEPA review with the City being the lead agency. A SEPA non-project action is anticipated as part of this scope.

Deliverables: SEPA Document.

### **Task 7: Compile the Comprehensive Plan and Adoption**

At this phase, the OA team will perform a final review, and edit all elements of the Comprehensive Plan for consistency. The OA team will work with City staff to prepare the Comprehensive Plan checklist for Department of Commerce review.

The OA team will support City staff at the Planning Commission and Council workshops, Department of Commerce's 60 day review and the public hearing processes for adopting the final Comprehensive Plan.

Deliverables: Updated Comprehensive Plan, checklist, maps, appendices, and background data



# CITY OF BENTON CITY

*City Council Agenda Item*



## PROCESS INFORMATION

**SUBJECT:** Well No. 5 - Change Order #1

**DATE/ITEM:** 04-19-19- H 4

## BUDGET INFORMATION

**DEPT:** Water

**BUDGETED?** ✓

**FUND:** Water

**EXPENDITURE:** 1,670.60

## DESCRIPTION/SUMMARY

### ACTION

Consideration of approval of Well #5 - Wellhouse and Site Work Change Order #1 for the fence top rail and the truss outlookers.

### HISTORY

## ATTACHMENTS

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

## RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Well #5 - Wellhouse and Site Work Change Order #1 for \$1,542.57 plus Wa State Sales Tax.



1045 Jadwin Ave. Suite E ▪ 509.946.1581 ▪ Richland, WA 99352 ▪ [www.spinkeng.com](http://www.spinkeng.com)

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April 14, 2016

Mayor Lehman  
City of Benton City  
P.O. Box 70  
Benton City, WA 99320

RE: Well #5 – Well House and Site Work  
Change Order 1  
Job #09-132

Dear Mayor Lehman:

Attached is Change Order 1 that I would like to present to the Council on Tuesday, April 19, 2016. As we discussed previously, the change order is for the fence top rail and the truss outlookers. The justification for the change order items is noted on the change order form. If you agree with adding Change Order 1 to the agenda, please let Stephanie know to add it to the agenda. I will provide a signed copy of the change order to Stephanie for your signature when the Council approves the change order.

Please call or send me an e-mail if you have any questions or need additional information.

Sincerely,

Alan Rainey, P.E.  
Spink Engineering, LLC

**CITY OF BENTON CITY  
CONTRACT CHANGE ORDER**

Change Order No. 1  
Date: 4/13/2016

Job # 09-132

|               |  |
|---------------|--|
| Contract for: | Well #5 Well House and Site Work                                       |
| Owner:        | City of Benton City, 708 9 <sup>th</sup> Street, Benton City, WA 98320 |
| To:           | Culbert Construction, Inc., 3905 E. A Street, Pasco, WA 99301          |

| Description of Changes<br>(Supplemental Plans and Specifications Attached) | DECREASE<br>in Contract Price | INCREASE<br>in Contract Price |
|--|-------------------------------|-------------------------------|
| 1. Fence Top Rail  |                               | 559.32                        |
| 2. Truss Outlookers  |                               | 983.25                        |
| Subtotal   |                               | <b>\$1,542.57</b>             |
| Sales Tax – 8.3%   |                               | <b>\$128.03</b>               |
| <b>TOTAL</b>   |                               | <b>\$1,670.60</b>             |

|  |              |                     |
|--|--------------|---------------------|
| Original Contract Amount               | \$248,369.23 | % Project<br>Change |
| Current Contract Amount                | \$248,369.23 |                     |
| Change Order Amount                    | \$1,542.57   | 0.62%               |
| Contract Total After this Change Order | \$249,911.80 | 0.62%               |

Justifications:

1. Fence Top Rail detail was inadvertently left out of plans and therefore was not included in any of the bids received. If it were included in the plans, the cost would have been very similar to the price given. Spink Engineering gave permission for this work in order not to delay the project because work was to be performed before the Council approval could be received.
2. Contractor suggested the Truss Outlookers to give the trusses additional strength to help long term sagging of roof at the eaves. Spink Engineering gave permission for this work after consulting with the Mayor, in order not to delay the project because work was to be performed before the Council approval could be received.

Approved \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor)

Recommended \_\_\_\_\_ Date: \_\_\_\_\_  
(Owner's Engineer)

Approved \_\_\_\_\_ Date: \_\_\_\_\_  
(Owner)

### CULBERT CONSTRUCTION RFC

CONTRACT NAME: Well # 5 Well House and Site Work  
 CONTRACT NO: #

13.01 Per your request, we have priced the addition of *One Top Rail* on top of the new Fencing to be installed. Please see the below pricing information for review and incorporation into the Contract

DATE: 3/28/2016  
 EXTRA DAYS REQUESTED:

| LABOR    | HOURS WORKED |    | REG RATE | OT RATE | AMOUNT |
|----------|--------------|----|----------|---------|--------|
|          | REG          | OT |          |         |        |
|          |              |    |          |         | \$0.00 |
|          |              |    |          |         | \$0.00 |
|          |              |    |          |         | \$0.00 |
|          |              |    |          |         | \$0.00 |
|          |              |    |          |         | \$0.00 |
|          |              |    |          |         | \$0.00 |
| SUBTOTAL |              |    |          |         | \$0.00 |

| EQUIPMENT | HOURS | RATE | TOTAL  |
|-----------|-------|------|--------|
|           |       |      | \$0.00 |
|           |       |      | \$0.00 |
|           |       |      | \$0.00 |
|           |       |      | \$0.00 |
|           |       |      | \$0.00 |
|           |       |      | \$0.00 |
| SUBTOTAL  |       |      | \$0.00 |

| EQUIPMENT RENT | QUANTITY | UNIT PRICE | TOTAL  |
|----------------|----------|------------|--------|
|                |          |            | \$0.00 |
|                |          |            | \$0.00 |
| SUBTOTAL       |          |            | \$0.00 |

| MATERIAL | QUANTITY | UNIT PRICE | TOTAL  |
|----------|----------|------------|--------|
|          |          |            | \$0.00 |
|          |          |            | \$0.00 |
|          |          |            | \$0.00 |
| SUBTOTAL |          |            | \$0.00 |

| SUBCONTRACTOR                          | QUANTITY | UNIT PRICE | TOTAL      |
|--|----------|------------|------------|
| Frontier Fence - Added Top Rail        | 1        | \$663.00   | \$663.00   |
| Delete Tension Wire/Top Brace (Credit) | 1        | -\$189.00  | (\$189.00) |
| SUBTOTAL                               |          |            | \$474.00   |

**SUMMARY OF COST**

|                    |               |
|--------------------|---------------|
| LABOR              | \$0.00        |
| MARK UP 29%        | \$0.00        |
| <b>TOTAL LABOR</b> | <b>\$0.00</b> |

|                        |               |
|------------------------|---------------|
| EQUIPMENT              | \$0.00        |
| MARK UP 21%            | \$0.00        |
| <b>TOTAL EQUIPMENT</b> | <b>\$0.00</b> |

|                             |               |
|-----------------------------|---------------|
| EQUIPMENT RENT              | \$0.00        |
| MARK UP 21%                 | \$0.00        |
| <b>TOTAL EQUIPMENT RENT</b> | <b>\$0.00</b> |

|                       |               |
|-----------------------|---------------|
| MATERIAL              | \$0.00        |
| MARK UP 21%           | \$0.00        |
| <b>TOTAL MATERIAL</b> | <b>\$0.00</b> |

|                            |                 |
|----------------------------|-----------------|
| SUBCONTRACTOR              | \$474.00        |
| MARK UP 18%                | \$85.32         |
| <b>TOTAL SUBCONTRACTOR</b> | <b>\$559.32</b> |

**TOTAL CHANGE      \$559.32**

### CULBERT CONSTRUCTION RFC

CONTRACT NAME: Well # 5 Well House and Site Work  
 CONTRACT NO: #

13.02 We have priced the addition of *Truss Outlookers*, per our discussion. This added framing will provide additional support near the edge of the roof sheathing to insure there is no sagging or bowing of this sheathing. Please see the below pricing information for review and incorporation into the Contract. Additionally, we've attached a crude sketch showing the proposed additional framing.

DATE EXTRA DAYS REQUESTED 4/7/2016

| LABOR    | HOURS WORKED |    |          |         | AMOUNT |
|----------|--------------|----|----------|---------|--------|
|          | REG          | OT | REG RATE | OT RATE |        |
|          |              |    |          |         | \$0.00 |
|          |              |    |          |         | \$0.00 |
|          |              |    |          |         | \$0.00 |
|          |              |    |          |         | \$0.00 |
|          |              |    |          |         | \$0.00 |
|          |              |    |          |         | \$0.00 |
| SUBTOTAL |              |    |          |         | \$0.00 |

| EQUIPMENT | HOURS | RATE | TOTAL  |
|-----------|-------|------|--------|
|           |       |      |        |
|           |       |      | \$0.00 |
|           |       |      | \$0.00 |
|           |       |      | \$0.00 |
|           |       |      | \$0.00 |
|           |       |      | \$0.00 |
| SUBTOTAL  |       |      | \$0.00 |

| EQUIPMENT RENT | QUANTITY | UNIT PRICE | TOTAL  |
|----------------|----------|------------|--------|
|                |          |            |        |
|                |          |            | \$0.00 |
| SUBTOTAL       |          |            | \$0.00 |

| MATERIAL | QUANTITY | UNIT PRICE | TOTAL    |
|----------|----------|------------|----------|
|          |          |            |          |
|          |          |            | \$0.00   |
|          |          |            | \$0.00   |
| SUBTOTAL |          |            | \$325.00 |

| SUBCONTRACTOR | QUANTITY | UNIT PRICE | TOTAL    |
|---------------|----------|------------|----------|
|               |          |            |          |
|               |          |            | \$0.00   |
| SUBTOTAL      |          |            | \$500.00 |

**SUMMARY OF COST**

|                             |                 |
|-----------------------------|-----------------|
| LABOR                       | \$0.00          |
| MARK UP 29%                 | \$0.00          |
| <b>TOTAL LABOR</b>          | <b>\$0.00</b>   |
| <br>                        |                 |
| EQUIPMENT                   | \$0.00          |
| MARK UP 21%                 | \$0.00          |
| <b>TOTAL EQUIPMENT</b>      | <b>\$0.00</b>   |
| <br>                        |                 |
| EQUIPMENT RENT              | \$0.00          |
| MARK UP 21%                 | \$0.00          |
| <b>TOTAL EQUIPMENT RENT</b> | <b>\$0.00</b>   |
| <br>                        |                 |
| MATERIAL                    | \$325.00        |
| MARK UP 21%                 | \$68.25         |
| <b>TOTAL MATERIAL</b>       | <b>\$393.25</b> |
| <br>                        |                 |
| SUBCONTRACTOR               | \$500.00        |
| MARK UP 18%                 | \$90.00         |
| <b>TOTAL SUBCONTRACTOR</b>  | <b>\$590.00</b> |
| <br>                        |                 |
| <b>TOTAL CHANGE</b>         | <b>\$983.25</b> |

## TYPICAL FRAMING SYSTEMS

Truss framing systems, and the names associated with them, vary all over the country and throughout the world. No matter how they are framed or what they are called, though, truss systems easily provide tremendous flexibility in the look of the roof system.

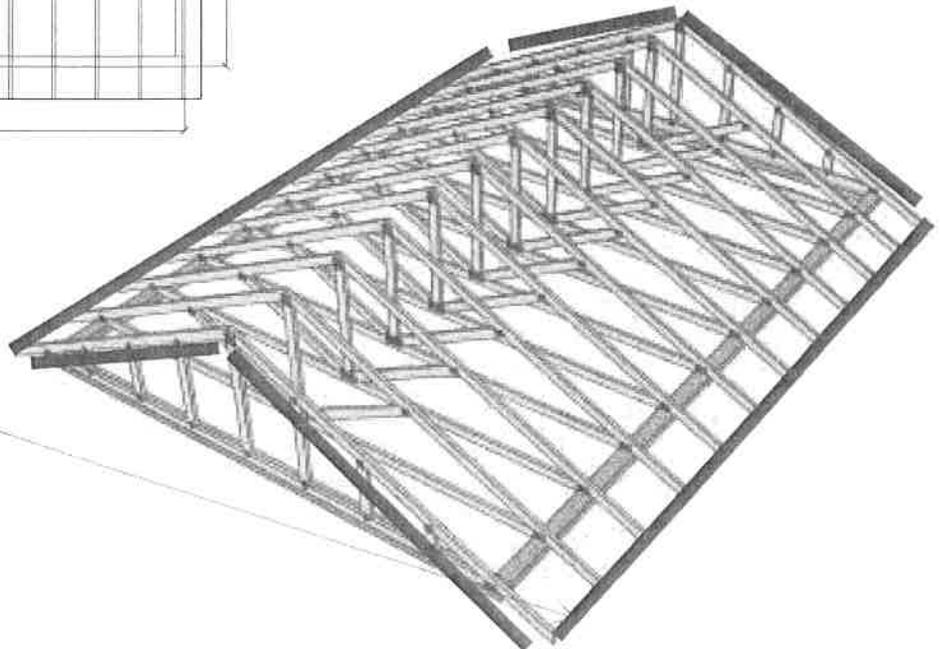
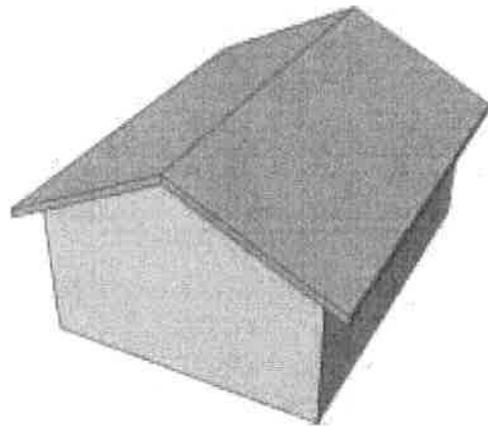
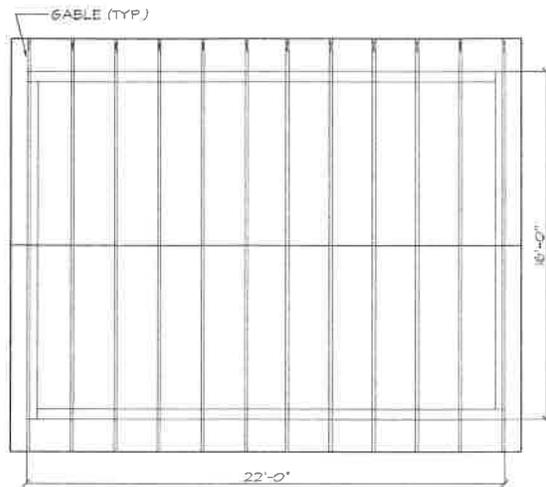
- The illustrations below are designed to help you visualize typical framing systems, looking at:
  - A truss placement plan,
  - The overall 3D look of the roof planes in that roof system, and
  - 3D view of the framing system of trusses.

### GABLE

(\* See also – Gable framing variations)

The most basic (and least expensive) of roofs, a gable roof rises vertically on the shorter ends of the building, with sloping planes on either side, which meet in the middle. In our example you'll

- find a gable frame on either end, each supported by the continuous wall underneath it, and common trusses in between, each of which spans from one wall to the other.



**TRUSS  
OUTLOOKERS:  
TYPICAL ON ALL 4  
SIDES OF  
STRUCTURE. THIS  
WILL PROVIDE  
ADDITIONAL  
SUPPORT FOR  
THE ROOF  
SHEATHING  
PREVENTING ANY  
SAGGING/BOWING**

ould have a sloping ceiling or tray ceiling, if desired.

**CITY OF BENTON CITY**  
**Voucher Summary Sheet**

*April 6 - April 19, 2016*

| FUND NAME                             | FUND NO. | PAYROLL          | CLAIMS            | TOTAL             |
|---------------------------------------|----------|------------------|-------------------|-------------------|
| CURRENT EXPENSE                       | 001      | 29,695.93        | 29,631.20         | 59,327.13         |
| CITY STREET                           | 101      | 7,019.69         | 1,895.98          | 8,915.67          |
| ARCHIVE                               | 103      |                  |                   | 0.00              |
| PARK & RECREATION CAPITAL IMPROVEMENT | 302      |                  | 1,190.00          | 1,190.00          |
| I-82 BUSINESS PARK                    | 350      |                  | 1,865.00          | 1,865.00          |
| WATER                                 | 401      | 15,352.12        | 92,726.06         | 108,078.18        |
| SEWER                                 | 402      | 14,714.94        | 7,146.61          | 21,861.55         |
| 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              |
| <b>TOTALS</b>                         |          | <b>66,782.68</b> | <b>134,454.85</b> | <b>201,237.53</b> |

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 19th day of April, 2016.

**VOUCHER APPROVAL**

I move to approve payment of Claim check numbers:

27575 thru 27619 with EFTs as listed in the amount of \$ 134,454.85

And Payroll Check numbers:

27536 thru 27546 with EFTs as listed in the amount of \$ 66,782.68

this 19th day of April, 2016.

\_\_\_\_\_  
**COUNCIL MEMBER**

\_\_\_\_\_  
**COUNCIL MEMBER**

\_\_\_\_\_  
**COUNCIL MEMBER**

\_\_\_\_\_  
**CITY CLERK/TREASURER**

# CHECK REGISTER

City Of Benton City  
MCAG #: 199

04/06/2016 To: 04/19/2016

Time: 13:47:38 Date: 04/15/2016

Page: 1

| Trans | Date       | Type   | Acct # | Chk # | Claimant                           | Amount    | Memo   |
|-------|------------|--------|--------|-------|------------------------------------|-----------|--|
| 1571  | 04/07/2016 | Claims | 1      | EFT   | WA St Dept of Revenue              | 3,995.97  | March Excise   |
| 1682  | 04/19/2016 | Claims | 1      | EFT   | Benton PUD                         | 37.41     | Acct No. 2898300000  |
| 1683  | 04/19/2016 | Claims | 1      | EFT   | Wright Express FSC Fleet<br>Conoco | 13.92     | Acct No. 0203-00-107379-0  |
| 1564  | 04/06/2016 | Claims | 1      | 27575 | Benton Co. Auditor                 | 132.00    | Lien Release Fees  |
| 1684  | 04/19/2016 | Claims | 1      | 27579 | Able Tank & Toilet                 | 144.00    | Acct No 3001321; Acct No.<br>3961456                                     |
| 1685  | 04/19/2016 | Claims | 1      | 27580 | Ace Sales & Service, Inc           | 276.00    | CITYOFBENT/Inv No. A-30625   |
| 1686  | 04/19/2016 | Claims | 1      | 27581 | Apex Contracting & Paving          | 923.10    | Job No. 16091/Inv No. 4284   |
| 1687  | 04/19/2016 | Claims | 1      | 27582 | Beckwith & Kuffel                  | 511.30    | Customer ID BC11/Inv No.<br>BI-0307599                                   |
| 1688  | 04/19/2016 | Claims | 1      | 27583 | Berkey Engineering                 | 700.00    | Invoice No. 16-109   |
| 1689  | 04/19/2016 | Claims | 1      | 27584 | Canon Financial Services           | 152.05    | Acct No. 672589/Inv No.<br>15942722                                      |
| 1690  | 04/19/2016 | Claims | 1      | 27585 | Canon Solutions America, Inc.      | 156.16    | Acct No. 1847649/Inv No.<br>4018774247                                   |
| 1691  | 04/19/2016 | Claims | 1      | 27586 | Cascade Analytical, Inc.           | 1,075.32  | Acct No 5444/Inv No. 223307  |
| 1692  | 04/19/2016 | Claims | 1      | 27587 | Cintas Corporation #608            | 700.19    | Acct No. 12999/Inv No.<br>608508766                                      |
| 1693  | 04/19/2016 | Claims | 1      | 27588 | City Of Benton City                | 778.35    | City Water/Sewer Charges   |
| 1694  | 04/19/2016 | Claims | 1      | 27589 | Crystal Springs                    | 81.77     | Acct No. 30112065416923/Inv<br>No. 5416923 032616                        |
| 1695  | 04/19/2016 | Claims | 1      | 27590 | Culbert Construction, Inc.         | 76,274.33 | BC Well #5 Wellhouse-Pay<br>Request No.001                               |
| 1696  | 04/19/2016 | Claims | 1      | 27591 | D Square Energy LLC                | 867.16    | Inv No. WO-31594   |
| 1697  | 04/19/2016 | Claims | 1      | 27592 | Detloff A&M                        | 38.38     | Acct No. 34 CITY - March<br>Charges                                      |
| 1698  | 04/19/2016 | Claims | 1      | 27593 | Meghan Dodge                       | 0.57      | Refund inactive customer credit<br>balance                               |
| 1699  | 04/19/2016 | Claims | 1      | 27594 | Ed's Disposal                      | 319.18    | Acct No. 2007139/Inv No.<br>1864926; Acct No. 2901037/Inv<br>No. 1865054 |
| 1700  | 04/19/2016 | Claims | 1      | 27595 | Rick Fratus                        | 633.30    | Bulk Water Deposit Refund  |
| 1701  | 04/19/2016 | Claims | 1      | 27596 | Frontier                           | 1,147.95  | City Landline Charges  |
| 1702  | 04/19/2016 | Claims | 1      | 27597 | IIMC                               | 155.00    | Membership Renewal ID#23564<br>S. Haug                                   |
| 1703  | 04/19/2016 | Claims | 1      | 27598 | Just A Minute Mart                 | 575.86    | March 2016 Fuel Charges  |
| 1704  | 04/19/2016 | Claims | 1      | 27599 | Lance Kenmore                      | 71.15     | Refund inactive customer credit<br>balance                               |
| 1705  | 04/19/2016 | Claims | 1      | 27600 | Kerr Law Group                     | 6,885.00  | Inv No. 13551/February Charges   |
| 1706  | 04/19/2016 | Claims | 1      | 27601 | Ki-Be Market                       | 47.77     | Acct No. 200 / 1Q2016 Charges  |
| 1707  | 04/19/2016 | Claims | 1      | 27602 | Matthew Kincaid                    | 157.09    | Refund inactive customer credit<br>balance                               |
| 1708  | 04/19/2016 | Claims | 1      | 27603 | Kuo Testing Labs Inc               | 706.00    | Acct No. BEN3322/Inv No.<br>1603601                                      |
| 1709  | 04/19/2016 | Claims | 1      | 27604 | Linda Lehman                       | 270.00    | AWC Training Olympia   |
| 1710  | 04/19/2016 | Claims | 1      | 27605 | Les Schwab Tires                   | 605.70    | Acct No. 78300455  |
| 1711  | 04/19/2016 | Claims | 1      | 27606 | Mike & Julie Parsons               | 30.01     | Refund inactive customer credit<br>balance                               |
| 1712  | 04/19/2016 | Claims | 1      | 27607 | Patnode's True Value Hardware      | 173.42    | Acct No. 140 March Charges   |
| 1713  | 04/19/2016 | Claims | 1      | 27608 | Premier Power Sports               | 36.24     | Acct No. 4097/Inv No. 14897  |
| 1714  | 04/19/2016 | Claims | 1      | 27609 | Red Mountain RV Rentals, LLC       | 140.91    | First Quarter 2016 Charges   |
| 1715  | 04/19/2016 | Claims | 1      | 27610 | Spink Engineering                  | 17,004.61 | Inv No. 2016-04/Marchs Charges   |
| 1716  | 04/19/2016 | Claims | 1      | 27611 | Staples Credit Plan                | 409.95    | Acct No. 6035 5178 2017 4653   |
| 1717  | 04/19/2016 | Claims | 1      | 27612 | The Building Department Inc.       | 2,239.66  | Invoice 741  |
| 1718  | 04/19/2016 | Claims | 1      | 27613 | The Building Department Inc.       | 12,191.62 | Invoice 751  |
| 1719  | 04/19/2016 | Claims | 1      | 27614 | Tri-City Herald                    | 161.78    | Acct No. 447464  |
| 1720  | 04/19/2016 | Claims | 1      | 27615 | US Bank - Visa                     | 1,727.80  | Acct No. 4798 1758 4500 0205   |
| 1721  | 04/19/2016 | Claims | 1      | 27616 | US Linen                           | 458.79    | Acct No. 150450/March; Acct<br>No 150550                                 |

# CHECK REGISTER

City Of Benton City  
MCAG #: 199

04/06/2016 To: 04/19/2016

Time: 13:47:38 Date: 04/15/2016  
Page: 2

| Trans | Date       | Type   | Acct # | Chk # | Claimant                               | Amount   | Memo   |
|-------|------------|--------|--------|-------|--|----------|--|
| 1722  | 04/19/2016 | Claims | 1      | 27617 | USABlueBook                            | 1,344.70 | Acct No. 955481/Inv No. 919378                   |
| 1723  | 04/19/2016 | Claims | 1      | 27618 | Utilities Underground Location<br>Ctr. | 28.38    | Acct No. 144600/Inv No.<br>6030105-March Charges |
| 1724  | 04/19/2016 | Claims | 1      | 27619 | Washington Municipal Clerks<br>Assoc   | 75.00    | Invoice No. 01583                                |

---

|  |            |         |            |
|--|------------|---------|------------|
| 001 Current Expense Fund                             | 29,631.20  |         |            |
| 101 City Street Fund                                 | 1,895.98   |         |            |
| 302 Park & Recreation Fund                           | 1,190.00   |         |            |
| 350 I-82 Business/Industrial Park                    | 1,865.00   |         |            |
| 401 Water Fund                                       | 92,726.06  |         |            |
| 402 Sewer Fund                                       | 7,146.61   |         |            |
|  | <hr/>      | Claims: | 134,454.85 |
| * Transaction Has Mixed Revenue And Expense Accounts | 134,454.85 |         |            |

# CHECK REGISTER

City Of Benton City  
MCAG #: 199

03/01/2016 To: 03/31/2016

Time: 13:47:24 Date: 04/15/2016  
Page: 1

| Trans | Date       | Type    | Acct # | Chk # | Claimant                              | Amount    | Memo  |
|-------|------------|---------|--------|-------|---------------------------------------|-----------|---|
| 1282  | 03/15/2016 | Payroll | 1      | EFT   |                                       | 987.98    |   |
| 1283  | 03/15/2016 | Payroll | 1      | EFT   |                                       | 1,482.35  |   |
| 1284  | 03/15/2016 | Payroll | 1      | EFT   |                                       | 668.73    |   |
| 1285  | 03/15/2016 | Payroll | 1      | EFT   |                                       | 1,736.09  |   |
| 1286  | 03/15/2016 | Payroll | 1      | EFT   |                                       | 1,856.22  |   |
| 1287  | 03/15/2016 | Payroll | 1      | EFT   |                                       | 739.41    |   |
| 1289  | 03/15/2016 | Payroll | 1      | EFT   |                                       | 1,586.99  |   |
| 1290  | 03/15/2016 | Payroll | 1      | EFT   |                                       | 2,076.17  |   |
| 1291  | 03/15/2016 | Payroll | 1      | EFT   |                                       | 1,389.60  |   |
| 1482  | 03/31/2016 | Payroll | 1      | EFT   |                                       | 999.58    |   |
| 1483  | 03/31/2016 | Payroll | 1      | EFT   |                                       | 1,608.36  |   |
| 1485  | 03/31/2016 | Payroll | 1      | EFT   |                                       | 196.30    |   |
| 1486  | 03/31/2016 | Payroll | 1      | EFT   |                                       | 1,622.24  |   |
| 1487  | 03/31/2016 | Payroll | 1      | EFT   |                                       | 2,015.69  |   |
| 1488  | 03/31/2016 | Payroll | 1      | EFT   |                                       | 1,363.00  |   |
| 1493  | 03/31/2016 | Payroll | 1      | EFT   |                                       | 1,782.43  |   |
| 1495  | 03/31/2016 | Payroll | 1      | EFT   |                                       | 2,254.08  |   |
| 1497  | 03/31/2016 | Payroll | 1      | EFT   |                                       | 1,537.15  |   |
| 1498  | 03/31/2016 | Payroll | 1      | EFT   | Aflac                                 | 407.70    | 03/01/2016 To 03/31/2016 -<br>Aflac - Accident (Pre);<br>03/01/2016 To 03/31/2016 -<br>Aflac - STD (Post); 03/01/2016<br>To 03/31/2016 - Aflac - Hospital<br>IC (Pre) |
| 1499  | 03/31/2016 | Payroll | 1      | EFT   | Department of Retirement<br>Systems   | 550.00    | 03/01/2016 To 03/15/2016 -<br>Deferred Comp.  |
| 1500  | 03/31/2016 | Payroll | 1      | EFT   | Department of Retirement<br>Systems   | 7,761.41  | 03/01/2016 To 03/31/2016 -<br>PRS2  |
| 1501  | 03/31/2016 | Payroll | 1      | EFT   | Department of Retirement<br>Systems   | 600.00    | 03/16/2016 To 03/31/2016 -<br>Deferred Comp.  |
| 1502  | 03/31/2016 | Payroll | 1      | EFT   | IRS - EFT Processing System           | 12,697.10 | 941 Deposit For 03/01/2016 -<br>03/31/2016  |
| 1288  | 03/15/2016 | Payroll | 1      | 27536 |                                       | 1,861.39  |   |
| 1484  | 03/31/2016 | Payroll | 1      | 27537 |                                       | 266.05    |   |
| 1489  | 03/31/2016 | Payroll | 1      | 27538 |                                       | 2,285.72  |   |
| 1490  | 03/31/2016 | Payroll | 1      | 27539 |                                       | 711.80    |   |
| 1491  | 03/31/2016 | Payroll | 1      | 27540 |                                       | 207.79    |   |
| 1492  | 03/31/2016 | Payroll | 1      | 27541 |                                       | 206.26    |   |
| 1494  | 03/31/2016 | Payroll | 1      | 27542 |                                       | 207.79    |   |
| 1496  | 03/31/2016 | Payroll | 1      | 27543 |                                       | 138.52    |   |
| 1503  | 03/31/2016 | Payroll | 1      | 27544 | NCMI Corporation                      | 686.28    | 03/01/2016 To 03/31/2016 -<br>NCMI  |
| 1504  | 03/31/2016 | Payroll | 1      | 27545 | Teamsters Local 839                   | 471.00    | 03/01/2016 To 03/31/2016 -<br>TEAMSTERS 839   |
| 1505  | 03/31/2016 | Payroll | 1      | 27546 | Washington Teamsters Welfare<br>Trust | 11,821.50 | 03/01/2016 To 03/31/2016 - NW<br>Admin  |
|       |            |         |        |       |                                       | 29,695.93 |   |
|       |            |         |        |       |                                       | 7,019.69  |   |
|       |            |         |        |       |                                       | 15,352.12 |   |
|       |            |         |        |       |                                       | 14,714.94 |   |

66,782.68 Payroll: 66,782.68