

Linda Lehman- Mayor
Stephanie Haug, CMC- City Clerk/Treasurer
Spink Engineering- City Engineer
Kerr Law Group-City Attorney



Lisa Stade-Councilwoman
Mary Lettau- Councilwoman
Vanessa Coates- Councilwoman
David Sandretto- Councilman
Jake Mokler- Councilman

REGULAR CITY COUNCIL MEETING

November 1, 2016

A G E N D A

Benton City 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 – October 18, 2016
2. Special Meeting – Workshop- October 19, 2016

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

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. EDC Report
2. Staff Report
3. Engineer Report
4. Council Committee Reports

SPECIAL PRESENTATION – ELYSHA BENAVIDEZ

H. ITEMS FOR APPROVAL:

1. First Reading – Ord.- Setting 2017 Ad Valorem Tax
2. First Reading – Ord. Amending BCMC Section 2.08.010- Special Meetings
3. Resolution #2016-17- 2017-2018 Graffiti Abatement Contract
4. Resolution #2016-18- Marijuana Moratorium
5. Task Order 2016-07- Datum Survey – Spink Engineering
6. Vouchers

I. ITEMS FOR DISCUSSION:

1. Request for Right of Way License- 1600 Dale Avenue
2. Executive Session – RCW 42.30.110-1b

J. GENERAL COUNCIL COMMENTS:

K. ADJOURNMENT



**City of Benton City
Regular Council Meeting Minutes
October 18th, 2016**

CALL TO ORDER – Mayor Lehman called the October 18th, 2016 Regular Council meeting to the Ki-Be High School PAC to order at 7:00 p.m. (00:03:25*Audio recording begins) <Microphone Test>

PRESENTATION OF THE COLORS – Kyle Kurth led the Council and audience in the Pledge of Allegiance. (00:04:34*)

ROLL CALL (00:05:06*)

Council Members Present –

**Mary Lettau
Dave Sandretto
Jake Mokler
Lisa Stade**

Council Members Absent –

Vanessa Coates (Excused due to illness)

City Staff Present –

**Stephanie Haug, City Clerk/Treasurer
Paula Kauer, General Clerk-Purchasing
Kyle Kurth, Maintenance Foreman**

Other Professionals Present –

**Eric Ferguson, City Attorney, Kerr Law Group
Alan Rainey, City Engineer, Spink Engineering LLC**

Other Professionals Absent –

Capt. Clay Vannoy, Benton County Sheriff's Office

Citizens in Attendance –

**Steve Lee, 41 N. Lyle, Kennewick
Peggy Higham, 717 12th St., Benton City
Steve Rouse, 36107 Demoss Rd., Benton City
David Bragg, 1501 12th St., Benton City
Sonya Brown, 1541 13th St., Benton City
Holli Prior, 65207 N. SR225, Benton City
Travis Estes, 1100 Irene Ave., Benton City
Brad Klippert, 2301 Rainier, Kennewick
Brandon Wright, Kennewick
Windy Welch, 3rd St., Benton City
Cindy DeLeur, River Rd., Benton City
Michelle McLeod, 1201 Fig Ave., Benton City**

Councilmember Sandretto: Madam Mayor, I make a motion that we pardon Councilman Coates to the meeting.

Councilmember Stade: Second.

MOTION #1- C. D. Sandretto moved and C. L. Stade seconded to excuse Councilmember Lettau from the October 20th, 2015 Regular Council Meeting.

VOICE VOTE #1- C. L. Stade, C. D. Sandretto, C. J. Mokler, C. M. Lettau

ALL YEAS. Motion carried.

READING AND APPROVAL OF MINUTES (00:005:42*) - **REGULAR MEETING OCTOBER 4TH, 2016**

Councilmember Sandretto: Madam Mayor, I make a motion to approve the Minutes as written of the regular meeting on October 4th, 2016.

Councilmember Lettau: I second.

MOTION #2- C. D. Sandretto moved and C. M. Lettau seconded to approve the Minutes of the October 4th, 2016 Regular Council Meeting as presented.

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

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

(00:06:09*)

1. Liquor License Application – 1601 Dale Avenue – King Beverage
2. Liquor License Renewal – 603 9th Street – The Palm

Councilmember Sandretto: I do have to inform Council that on the week of November 1st and 2nd, I will be unable to attend any of the meetings on the week.

Ms. Haug: Also, so on Veteran's Day, there will be a parade in Prosser and I was wondering if any of the Council would be able to attend representing Benton City? It's a Friday.

Councilmember Stade: November 11th.

Councilmember Lettau: I should be able to do that.

APPROVAL OF AGENDA (00:07:27*)

Councilmember Sandretto: Madam Mayor, I move to approve the Agenda as written.

Councilmember Stade: Second.

MOTION #3- C. D. Sandretto moved and C. L. Stade seconded to approve the Agenda of the October 18th, 2016 Regular Council Meeting as presented.

Mayor Lehman: Okay, I do want to note that the Special Presentation by Alicia Benavidez will be postponed until the November 1st meeting. We weren't able to set up her projector as had hoped for this time slot. Okay, do I need another approval on the Agenda? Would that...?

Mr. Ferguson: As amended.

Councilmember Sandretto: As amended.

Councilmember Stade: Second.

MOTION #4- C. D. Sandretto moved and C. L. Stade seconded to approve the Agenda of the October 18th, 2016 Regular Council Meeting as amended.

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

VISITOR COMMENTS (00:08:36*)

Randy Rutledge, Benton City Chamber of Commerce – Friday, October 31st from 4:00 p.m. to 6:00 p.m. – Closing down 9th Street - Downtown Trick or Treat – Flash mob dance – 5 p.m. – U.S. Bank – LDS Church Trunk or Treat at 6:00 p.m. – Assembly of God – Light the Night – Ki-Be Market

REGULAR REPORTS

1. **SHERIFF'S REPORT (00:10:28*)** **September** – 351 Calls for Service vs. 269 in 2015 – 36 Case Offenses vs. 39 in 2015 – 22 Infraction Offenses Issues
2. **STAFF REPORTS – (00:10:38*)** **Stephanie Haug, City Clerk/Treasurer** – In packets – **Maintenance Report** – **Code Report** – **Treasurer Report**
4. **ENGINEER REPORT (00:11:00*)** **Alan Rainey, City Engineer, Spink Engineering LLC** – Capacity of Sewer Line - Other side of freeway – Roughly 475 gallons per minute – Usually like 50% - Normal flow about 250 gallons per minute – Rough estimate on hotel/gas station/restaurant – About 25,000 gallons per day total – Which would be about 15-20 gallons per minute – Peaking factor of about four – About 80 gallons per minute estimate as max flow – Plenty of capacity – **City Survey** – To establish monuments throughout town – Can have developers or anyone who extends waterlines or makes improvements – Use same data – Often time just assume elevations, etc. – Reason is to bring everything in City on same date to help building GIS map system – Can put everything on one system – Map accuracy – Overall cost between \$30,000 and \$35,000 – Bulk of cost taken up with force main and lift station upgrade – Have to do property line surveys there to verify where we're putting force main – R.O.W. or easement –

\$10,000 to \$12,000 City money up front to establish corners outside City and bring it all together – In the end there will be a recorded document – Any surveyor can use information – Remainder of money needed to finish work would under the 2009 money for the force main project – Like to bring proposal to Council next meeting

5. COUNCIL COMMITTEE REPORTS (00:15:09*) None

<<< SPECIAL PRESENTATION – Alicia Benitez >>>
(Postponed until November 1st, 2016 Council Meeting)

ITEMS FOR APPROVAL: (00:15:30*)

1. PUBLIC HEARING – MARIJUANA MORATORIUM - (00:15:33*)

Mayor Lehman: Items for Approval, the Public Hearing on the Marijuana Moratorium. Now, I will need to open the Public Hearing. Okay, the Public Hearing is now open.

***** Public Hearing begins at 7:13 p.m. *****

Mr. Ferguson – Explanation of mandatory Public Hearing procedure for moratorium renewal

Mr. Bragg – Pro-Moratorium

Ms. Higham – Pro-Moratorium

Ms. Brown – Pro-Moratorium

Ms. Prior – Pro-Moratorium

Mr. Lee – Pro-Marijuana Business

Ms. McLeod – Pro-Medical Marijuana

Mr. Rouse – Pro-Moratorium

Mr. Estes – Pro-Moratorium

Mr. Klipper – Pro-Moratorium

Mr. Wright – Pro-Moratorium

Ms. Welch – Pro-Marijuana

Ms. DeLeur – Pro-Marijuana

Mayor Lehman: Thank you. Okay, we'll have one last call here for anyone who wants to speak. Okay, hearing no more, then the Public Hearing is closed. (00:41:40*)

***** Public Hearing is closed at 7:39 p.m. *****

2. RESOLUTION #2016-16 ART IN PUBLIC FACILITIES POLICY (00:42:09*)

Councilmember Lettau: Madam Mayor, I move to approve Resolution #2016-16, a resolution of the City of Benton City, Washington, creating a policy for the display of public works of art within City facilities.

Councilmember Sandretto: Second.

MOTION #5- C. M. Lettau moved and C. D. Sandretto seconded to approve Resolution #2016-16, a resolution of the City of Benton City, Washington, creating a policy for the display of public works of art within City facilities.

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

3. TASK ORDER #2016-06 – SPINK ENGINEERING – SEWER LINING SPECS (00:42:43*)

Alan Rainey, City Engineer, Spink Engineering LLC – Explanation of Sewer Lining Project

Councilmember Sandretto: Madam Mayor, I move to approve Task Order 2016-06 from Spink Engineering in the amount of \$20,000 for the Sewer Lining Project.

Councilmember Stade: Second.

MOTION #6- C. D. Sandretto moved and C. L. Stade seconded to approve the Task Order 2016-06 from Spink Engineering in the amount of \$20,000 for the Sewer Lining Project.

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

4. **CRACK SEAL PROJECT ACCEPTANCE – SPINK ENGINEERING (00:43:58*)**
Alan Rainey, City Engineer, Spink Engineering LLC * Council Discussion *

Councilmember Lettau: Madam Mayor, I move to accept the 2016 Crack Seal Project in the amount of \$33,140.00 as completed by BCV.

Councilmember Mokler: Second.

MOTION #7- C. M. Lettau moved and C. J. Mokler seconded to accept the 2016 Crack Seal Project in the amount of \$33,140.00 as completed by BCV.

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

5. **WELL #5 PROJECT ACCEPTANCE – SPINK ENGINEERING (00:45:46*)**
Alan Rainey, City Engineer, Spink Engineering LLC – Explanation of Project Acceptance

Councilmember Lettau: Madam Mayor, I move to conditionally accept the Well #5 Project, as completed by Culbert Construction in the amount of \$275,103.08, contingent on Culbert completing all final closeout paperwork.

Councilmember Stade: Second.

MOTION #8- C. M. Lettau moved and C. L. Stade seconded to conditionally accept the Well #5 Project, as completed by Culbert Construction in the amount of \$275,103.08, contingent on Culbert completing all final closeout paperwork.

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

6. **VOUCHERS (00:47:13*)**

Councilmember Sandretto: Madam Mayor, I move to approve payment of claim check numbers 27985 thru 28021 with EFTs as listed in the amount of \$102,193.92 & Payroll claim, checks numbers 27918, 27954 thru 27961, and 27980 thru 27981 with EFTs as listed in the amount of \$62,262.77 this 18th day of October, 2016.

Councilmember Lettau: Second.

MOTION #9- C. D. Sandretto moved and C. M. Lettau seconded to approve payment of voucher check numbers 27985 thru 28021 with EFTs as listed in the amount of \$102,193.92 & Payroll check numbers 27918, 27954 thru 27961, and 27980 thru 27981 with EFTs as listed in the amount of \$62,262.77 this 18th day of October, 2016.

ROLL CALL VOTE #9- C. L. Stade, C. M. Lettau, C. D. Sandretto, C. J. Mokler
ALL YEAS. Motion carried.

ITEMS FOR DISCUSSION (00:48:12*)

1. **COUNCIL GOALS (00:48:15*) Mayor Lehman * Council Discussion ***
2. **EXECUTIVE SESSION – RCW 42.30.110-1b (01:21:21*)**

Mayor Lehman: Okay, I think that we will now close the public portion of this meeting and go into our Executive Session. Thank you all for coming. We will reopen the public meeting in about twenty minutes. (01:22:49*Audio recording ends)

GENERAL COUNCIL COMMENTS (*) None

ADJOURNMENT – Mayor Lehman (*)

Councilmember Stade: *Madam Mayor, I make a motion we adjourn.*

Councilmember Lettau: *I second.*

MOTION #10– C. L. Stade moved and C. M. Lettau seconded to adjourn the October 18th, 2016 Regular Council Meeting at 8:38 p.m.

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

Meeting adjourned at 8:38 p.m. (*)

Linda Lehman
Mayor, City of Benton City

Stephanie Haug, CMC
City Clerk-Treasurer

Date: _____

**City of Benton City
Special Council Workshop Meeting Minutes
October 19th, 2016**

- A. CALL TO ORDER** – Mayor Lehman called the October 19th, 2016 Special Council Workshop Meeting at the Community Center to order at 5:38 p.m. (00:13:14*Audio recording not available)
- B. PRESENTATION OF THE COLORS** – Stephanie Haug led the Council and audience in the Pledge of Allegiance. (00:13:18*)
- C. ROLL CALL** (00:13:42*)

Councilmembers Present – **Dave Sandretto**
Jake Mokler
Mary Lettau
Lisa Stade (In at 5:43 p.m.)

Councilmembers Absent – **Vanessa Coates** (Excused due to illness)

City Staff Present – **Stephanie Haug, City Clerk/Treasurer**
Kyle Kurth, Maintenance Foreman

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

Councilmember Lettau: I motion to excuse both Vanessa and Lisa.

Councilmember Mokler: Second.

MOTION #1- C. M. Lettau moved and C. J. Mokler seconded to excuse Councilmembers Coates and Stade from the October 19th, 2016 Special Council Workshop Meeting.

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

- D. 2017 BUDGET** (00:14:51*) (Lisa Stade in at 5:43 p.m.)
Stephanie Haug, City Clerk/Treasurer – Line by line overview of 2017 Budget * **Council Discussion** *

- E. ADJOURNMENT** (01:18:26*) Mayor Lehman
Councilmember Stade: I move to adjourn Council.

Councilmember Mokler: I second.

MOTION #1- C. L. Stade moved and C. J. Mokler seconded to adjourn the October 19th, 2016 Special Council Workshop Meeting at 6:44 p.m.

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

Meeting adjourned at 6:44 p.m. (01:19:32*Audio recording ends)

Linda Lehman
Mayor, City of Benton City

Stephanie Haug
City Clerk-Treasurer

Date: _____



Stephanie Haug

From: Broadcasts records management advice to local agencies from WA. State Archives <LOCALGOVTRECORDSUPDATES@LISTSERV.WA.GOV> on behalf of Turner, Leslie <leslie.turner@SOS.WA.GOV>
Sent: Thursday, October 20, 2016 3:24 PM
To: LOCALGOVTRECORDSUPDATES@LISTSERV.WA.GOV
Subject: Open Government Training Available Nov 2016 - Tumwater, Kennewick and Spokane
Attachments: Open Gov Training Flyer Nov 2016.pdf

Greetings! Newly elected? Turnover in staff? Need a refresher? Anyone who needs training as required under the Open Government Training Act (ESB5964) can take advantage of one of the opportunities to attend a live in-person session coming in November 2016.

Sessions include the basics of the Public Records Act, the Open Public Meetings Act, and records retention, as required by the Open Government Trainings Act at RCW 42.56.150 -.152 and RCW 42.30.205.

This joint session offered by the Office of the Secretary of State and the Attorney General's Office is being offered in three venues across the state. Please the attached flyer for specifics.

Each venue will offer the same session twice each day:

DATES:

November 14 – Kennewick
November 15 – Spokane
November 28 – Tumwater

TIMES:

Morning session 9:00 am – Noon
Afternoon session 1:00 pm – 4:00 pm

Click here to register for the session of your choice:

<https://www.sos.wa.gov/archives/RecordsManagement/TrainingSignup.aspx>

And, as always check out the latest offerings for other live in-person and webinar sessions as well as scheduling more sessions for 2017!

Newly added:

December 14 - "Plugging the Hole, Changing Course and Staying Afloat" – Records Management and Public Disclosure

Stephanie Haug

From: Jake Mokler <jmokler@ci.benton-city.wa.us>
Sent: Monday, October 24, 2016 10:07 PM
To: Stephanie Haug; Linda Lehman
Subject: BCMC meeting

Tonight was the last regular scheduled board meeting of the year, we do have a workshop scheduled for Nov. 14th. The next regular meeting will be Jan. 23rd. In tonight's meeting we passed the 2017 budget, conducted a executive meeting, and pass d several resolutions, 2 rewording the Benton County and Yakima County Property taxes and also the establishing the assessment for each the 2 Counties.

Jake

Sent from my iPad

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: SPECIAL PRESENTATION

DATE/ITEM: 11-01-2016-

BUDGET INFORMATION

DEPT:

BUDGETED?

FUND:

EXPENDITURE:

DESCRIPTION/SUMMARY

ACTION

ELYSHA BENAVIDEZ

HISTORY

ATTACHMENTS

1)

3)

2)

4)

RECOMMENDED ACTION/SAMPLE MOTION

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: First Reading – Ord.- Setting 2017 Ad Valorem Tax

DATE/ITEM: 11-01-2016- H 1

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: N/A

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of an ordinance, on its first reading, setting the tax levy for the City of Benton City, and fixing the amount of Ad Valorem Taxes for the year 2017.

HISTORY

A public hearing was held on October 4th and the Council did not receive any comments from the public on the topic.

ATTACHMENTS

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

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve an ordinance of the City of Benton City, WA on its first reading, setting the tax levy for the City of Benton City, and fixing the amount of Ad Valorem Taxes for the year 2017.

First Reading: _____

Second Reading: _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BENTON CITY,
WASHINGTON, SETTING THE TAX LEVY FOR THE CITY
OF BENTON CITY, AND FIXING THE AMOUNT OF AD
VALOREM TAXES FOR THE YEAR 2017**

WHEREAS, the City pursuant to RCW 35A.33.135 is authorized by Ordinance to set the amount to be raised by ad valorem taxes to be levied; and

WHEREAS, as required by RCW 84.55.120, a public hearing was held on the revenue sources for the City's following years current expense budget and included consideration of possible increases in property tax revenues including those levied as ad valorem taxes, was held on the 4 day of October, 2016; and

WHEREAS, the Council of the City of Benton City has met and considered its budget for the calendar year 2017; and

WHEREAS, the districts actual levy amount from the previous year was \$174,918.30; and

WHEREAS, the population of the City is less than 10,000; and

WHEREAS, the City Council having found a substantial need for the maximum or revenues permitted by RCW 84.55.010, and the City Council having approved this Ordinance by a majority plus one vote of the Council, NOW, THEREFORE,

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

Section 1. For the purpose of certifying the annual tax levy for the budget year of 2016 for the City of Benton City, Washington, and upon consideration of the total financial requirements for the ensuing year, an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2017 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$1,749.18 which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, or any annexations that have occurred and refund made.

Section 2. The City Clerk is directed to transmit a certified copy of this Ordinance to the Board of Benton County Commissioners and to the Benton County Assessor on or before November 30, 2016.

Section 3. This Ordinance shall take full force and effect following its passage by a majority plus one of the City Council, and five (5) days after its publication as required by law.

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

Linda Lehman
Mayor

Attest:

Approved as to Form:

Stephanie Haug, CMC
City Clerk-Treasurer

Kerr Law Group
City Attorney

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: First Reading – Ord. Amending BCMC Section 2.08.010- Special Meetings **DATE/ITEM:** 11-01-2016- H 2

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: N/A

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of an ordinance, on its first reading, of the City of Benton City, Washington, amending Section 2.08.010 "Council Meetings" adding guidelines for calling special meetings

HISTORY

ATTACHMENTS

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

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve an ordinance of the City of Benton City, WA on its first reading, amending Section 2.08.010 "Council Meetings" adding guidelines for calling special meetings

First Reading: _____

Second Reading: _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF BENTON CITY,
WASHINGTON, AMENDING SECTION 2.08.010
"COUNCIL MEETINGS" ADDING GUIDELINES FOR
CALLING SPECIAL MEETINGS**

WHEREAS, the State of Washington has specifically stated in RCW 42.30.080 the manner in which a special meeting of a public agency's governing body may be called; and,

WHEREAS, the City intends to codify the specific process that shall be followed when a Councilmember wishes to call a special meeting of the City Council; NOW, THEREFORE,

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

Section 1. That Section 2.08.010 entitled "Council meetings" of the Benton City Municipal Code shall be and hereby is amended and shall read as follows:

2.08.010 Council meetings.

- A. The regular meeting of the City Council shall be held on the first and third Tuesdays of each month commencing at 7:00 p.m. at the Benton City Hall, which meeting shall be for the transaction of all business which shall come regularly before the Council. Regular meetings shall terminate no later than 10:00 p.m. unless earlier adjourned or extended by a majority of the Council members present. Council business on the regular meeting agenda not addressed prior to the 10:00 p.m. termination date, shall be adjourned to a new date and time set at the time of adjournment.
- B. If at any time any regular meeting falls on a holiday, such regular meeting shall be held on the next business day following said holiday.
- C. Special meetings of the City Council may be called by the Mayor or by a majority of the City Council members. A Council member who wishes to call a special meeting, at a time when the City Council is not currently in session, shall provide written or email notice to the City Clerk requesting such meeting. The City Clerk shall in turn, provide notice to the remaining Council members, requesting that each Council member reply directly to the Clerk if they should agree to the special meeting. If a majority of the Council members agree to call a special meeting, the City Clerk shall provide notice of such meeting to all Council members and shall also

provide public notice in the manner provided by the General Laws of the State of Washington. (Ord. 909, Nov. 2012; Ord. 905, June, 2012; Ord. 895, 2011; Ord. 848, 2008; Ord. 778, 2004; Ord. 390 S1 (part), 1981.)

Section 2. 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 ____ day of _____, 2016.

Linda Lehman, Mayor

Attest:

Approved as to Form:

Stephanie Haug, City Clerk-Treasurer

Leland B. Kerr, City Attorney

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Resolution 2016-17- 2017-2018 Graffiti Abatement Contract

DATE/ITEM: 11-01-2016- H 3

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: General

EXPENDITURE: \$3040 for 2 years

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of a resolution authorizing the Mayor of the City of Benton City to sign the agreement for fee for services rendered 2017-2018 contract for the graffiti abatement program between the City of Benton City and the Benton-Franklin Counties Juvenile Justice Center.

HISTORY

ATTACHMENTS

- | | |
|------------------------|----|
| 1) Resolution #2016-17 | 3) |
| 2) | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution #2016-17, authorizing the Mayor of the City of Benton City to sign the agreement for fee for services rendered 2017-2018 contract for the graffiti abatement program between the City of Benton City and the Benton-Franklin Counties Juvenile Justice Center.

RESOLUTION NO. 2016-17

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE AGREEMENT FOR FEE FOR SERVICES RENDERED 2017-2018 CONTRACT FOR THE GRAFFITI ABATEMENT PROGRAM BETWEEN THE CITY OF BENTON CITY AND THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, the City of Benton City has previously contracted with Benton and Franklin Counties to coordinate and oversee all graffiti abatement activities within the City; and

WHEREAS, the City of Benton City is still in need of graffiti abatement services; and

WHEREAS, the City determines it is appropriate to enter into an Agreement with Benton and Franklin Counties to provide certain services for the graffiti abatement within the City limits of the City of Benton City; NOW, THEREFORE,

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

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the original Agreement for Fee for Services Rendered 2017-2018 Contract for the Graffiti Abatement Program Terms and Contraction Between the City of Benton City, Washington, and the Benton-Franklin Counties Juvenile Justice Center, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required to complete this transaction.

ADOPTED this 1 day of November, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 1 day of November, 2016.

Resolution 2016-17 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 1 day of November, 2016.

Linda Lehman
Mayor

Attest:

Approved as to Form:

Stephanie Haug, CMC
City Clerk/Treasurer

Kerr Law Group
City Attorney

JUDGES
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce A. Spanner
Hon. Alexander C. Ekstrom
Hon. Jacqueline Shea-Brown

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



Darryl Banks, Administrator Juvenile
Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

JERRI G. POTTS
JACQUELINE I. STAM
PAMELA E. PETERSON
Court Commissioners

FEE FOR SERVICES RENDERED CONTRACT FOR THE GRAFFITI ABATEMENT PROGRAM TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and the City of Benton City, a municipal corporation, with its principal offices at 708 Ninth ST, PO Box 70, Benton City, WA, 99320-0070 (hereinafter "City").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2017, and shall expire on December 31, 2018 unless terminated soon as set forth herein.

2. SERVICES PROVIDED

The Counties agree to provide the following services to the City:

- A. The Counties Work Crew Supervisor will coordinate and oversee all Graffiti Abatement Program (GAP) activities in a professional and responsible manner; keeping in mind that his/her actions reflect on both the Counties and City.
- B. The City will inform the Counties of the locations that need to be surveyed for graffiti and/or graffiti removal. The Counties will locate the sites, survey for graffiti, schedule the GAP crew to paint over and/or remove graffiti as needed, and complete its work in a timely manner.
- C. To the extent possible, in providing services under this Contract, the Counties will use donated materials. If those materials are not satisfactory to the City, the

Counties agree to purchase materials it deems necessary for graffiti abatement, to the extent there are funds available to do so from the monies it receives from the City under the terms of this Contract.

- D. The Counties will ensure that GAP has a sufficient juvenile work force to accomplish the mission of GAP.
- E. The Counties shall provide transportation for the GAP work crew.
- F. The Counties shall confer with the City from time to time during the progress of the work. The Counties shall prepare work statistics and present status reports and other information that may be pertinent and necessary, or as may be requested by the City.

3. 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 City: **Lloyd Carnahan, Mayor**
City of Benton City
PO Box 70
Benton City WA 99320-0070
- B. For Counties: **Darryl Banks, Administrator**
Benton-Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336

4. COMPENSATION

For the services performed hereunder, the City agrees to pay the Counties as follows:

- A. The City agrees to pay the Counties eight (8) equal payments of Three Hundred and Eighty Dollars (\$380.00) per quarter for services provided under this Contract.
- B. The maximum total amount payable by the City to the Counties for the entire Contract period shall not exceed Three Thousand and Forty dollars (\$3,040.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.
- D. The Counties will submit invoices to the City on a quarterly basis during the progress of the work. Invoices shall cover the time Counties performed work for the City during the billing period. The City shall pay the Counties for services rendered and will remit payment within thirty (30) days from the date of receipt.

5. AMENDMENTS AND CHANGES IN WORK

No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by authorized representatives of both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties' Boards of County Commissioners and shall not be binding until so approved.

6. HOLD HARMLESS AND INDEMNIFICATION

- A. The City shall hold harmless, indemnify and defend the Counties, 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, caused by or arising out of the City's negligent acts, errors or omissions in the performance of this Contract. Provided, that the City's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.
- B. The County shall hold harmless, indemnify and defend 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, caused by or arising out of the County's negligent acts, errors or omissions in the performance of this Contract. Provided, that the County's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the City, its officers, officials, employees or agents.

7. TERMINATION

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving ten (10) days written notice by certified mail to the City.
- B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated by either party prior to December 31, 2018, the City shall pay the Counties on a pro-rated basis for services performed up to the termination date.

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties 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.
- B. The Counties warrant 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 Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

9. 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.

10. COMPLIANCE WITH LAWS

Both parties agree to comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

11. NONDISCRIMINATION

The parties, their 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.

12. DISPUTES

Differences between the City and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties 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 Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to the City's right to seek judicial relief.

13. 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 and Franklin Counties, Washington.

14. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the City 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.

15. 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 the 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.

16. 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.

17. 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.

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Resolution #2016-18 Marijuana Moratorium

DATE/ITEM: 11-01-2016- H 4

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: N/A

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of a resolution of the City of Benton City, Washington, declaring a renewal of the moratorium established by Resolution no. 2013-20, extended by Resolution no. 2013-26, and renewed by Resolution no. 2014-18 and Resolution no. 2015-06 and Resolution no. 2015-17 and Resolution no. 2016-08 adopting findings of fact and approving an amended work plan

HISTORY

ATTACHMENTS

- | | |
|--|----|
| 1) Resolution #2016-18 with attachment | 3) |
| 2) | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution #2016-18 of the City of Benton City, Washington, declaring a renewal of the moratorium established by Resolution no. 2013-20, extended by Resolution no. 2013-26, and renewed by Resolution no. 2014-18 and Resolution no. 2015-06 and Resolution no. 2015-17 and Resolution no. 2016-08 adopting findings of fact and approving an amended work plan.

RESOLUTION NO. 2016-18

A RESOLUTION OF THE CITY OF BENTON CITY, WASHINGTON, DECLARING A RENEWAL OF THE MORATORIUM ESTABLISHED BY RESOLUTION NO. 2013-20, EXTENDED BY RESOLUTION NO. 2013-26, AND RENEWED BY RESOLUTION NO. 2014-18 AND RESOLUTION NO. 2015-06 AND RESOLUTION NO. 2015-17 AND RESOLUTION NO. 2016-08 ADOPTING FINDINGS OF FACT AND APPROVING AN AMENDED WORK PLAN

WHEREAS, Initiative 502 ("I-502") was passed in November 2012 legalizing, for purposes of State law, marijuana production, processing and retail sales; and

WHEREAS, the Washington State Liquor Cannabis Board has promulgated regulatory rules identified as Washington Administrative Code Chapter 314-55; and

WHEREAS, the City passed Resolution No. 2013-20 on August 6, 2013 establishing a moratorium on the siting of any marijuana production, processing or retail sale establishment for the purpose of allowing the City time to research the issue and make educated decisions regarding local zoning and regulation; and

WHEREAS, the City pursuant to RCW 35A.63.220 held a public hearing on the moratorium on October 1, 2013; and

WHEREAS, the City pursuant to RCW 35A.63.220 adopted Findings of Fact, approved a Work Plan, and extended the moratorium for one year on October 14, 2013; and

WHEREAS, the City pursuant to RCW 35A.63.220 held a subsequent public hearing on September 16, 2014 at 7:00pm on whether to renew the current moratorium.

WHEREAS, the City pursuant to RCW 35A.63.220 adopted Findings of Fact, approved a Work Plan, and renewed the moratorium for six months on October 7, 2014; and

WHEREAS, the City pursuant to RCW 35A.63.220 held a public hearing on the moratorium on April 21, 2015 at 6:00pm; and

WHEREAS, the City pursuant to RCW 35A.63.220 adopted Findings of Fact, approved a Work Plan, and renewed the moratorium for six months on May 5, 2015; and

WHEREAS, the City pursuant to RCW 35A.63.220 held a subsequent public hearing on October 20, 2015 on whether to renew the current moratorium.

WHEREAS, the City pursuant to RCW 35A.63.220 adopted Findings of Fact, approved a Work Plan, and renewed the moratorium for six months on November 3, 2015; and

WHEREAS, the City pursuant to RCW 35A.63.220 held a subsequent public hearing on May 3, 2016 on whether to renew the current moratorium.

WHEREAS, the City pursuant to RCW 35A.63.220 adopted Findings of Fact, approved a Work Plan, and renewed the moratorium for six months on May 3, 2016; and

WHEREAS, the City pursuant to RCW 35A.63.220 held a public hearing on the moratorium on October 18, 2016 at 7:00pm; and

NOW, THEREFORE,

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

Section 1. Findings of Fact. The City of Benton City hereby adopts the following findings of fact:

A. On October 18, 2016, the City held a duly noticed public hearing on the moratorium established originally by Resolution No. 2013-20, extended by Resolution No. 2013-26, and subsequently renewed by Resolution No. 2014-18 and Resolution No. 2015-06 and Resolution No. 2015-17 and Resolution No. 2016-08. Members of the public were offered an opportunity to speak for or against the renewal of the moratorium or other issues relating to I-502.

B. Under Federal law, the Controlled Substance Act, marijuana is still a Schedule I drug, and there appears to be a clear conflict between complying with Federal and State law.

C. Even though there were significant legislative changes in 2015 that consolidated laws regarding medical marijuana and recreational marijuana, and helped to clarify I-502. There is pending case law that may impact operation of this law as well as opportunity to receive additional clarification from Federal agencies regarding enforcement of the Controlled Substance Act.

D. Allowing marijuana relating business to locate within the City of Benton City raises numerous concerns regarding impacts to the environment, the economy, and the general health and safety of the citizenry. Taking additional time before implementing local zoning regulations will allow the City the advantage of learning from larger jurisdictions that have more funding to deal with the issue, and observing the trial and error process that occurs in this groundbreaking area of the law.

E. Continuing work on a Work Plan for this process will allow the City to stay on track and make progress towards making a final determination on how the City will comply with I-502.

Section 2. Renewal of Moratorium. The moratorium imposed pursuant to Resolution No. 2013-20, extended by Resolution No. 2013-26, and renewed by Resolution No. 2014-18 and Resolution No. 2015-06 and Resolution No. 2015-17 and Resolution No. 2016-08 shall remain in effect in accordance with the terms of said Resolution, and shall be renewed for an additional six (6) months to complete a Work Plan and implement appropriate local regulations. The moratorium shall expire after six (6) months, or immediately upon passage of local zoning regulations.

Section 3. Amending of Work Plan. The Work Plan attached hereto as Exhibit A is hereby amended to reflect the changes and the progress by the City Council.

Section 4. Effective Date. This Resolution shall be in full force and effect upon its passage and signature below.

ADOPTED this 1 day of November, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 1 day of November, 2016.

Resolution 2016-18 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 1 day of November, 2016.

Linda Lehman, Mayor

Attest:

Approved as to Form:

Stephanie Haug, City Clerk/Treasurer

Kerr Law Group, Attorneys for the City

MORATORIUM WORK PLAN RCW 35A.63.220

The following steps are intended to identify the expected process of creating legislation unique to the City of Benton City's needs and legislative priorities.

1. Research cities/states with similar circumstances/laws pertaining to recreational marijuana.
2. Research Washington Cities Insurance Association, Association of Washington Cities and the Municipal Research and Service Center to determine latest developments, cautions, examples and experiences in regulation of recreational and medicinal marijuana.
3. Research current State law and reconcile the discrepancy of federal laws concerning processing, producing and retail sales of recreational marijuana, the question of precedence of State versus Federal law and the implications of risk of prosecution of City personnel implementing State law.
4. Involve City staff and contractors to determine the extent and degree of intervention needed from a licensing, taxation, code enforcement, crime prevention, public safety (police and fire protection) and zoning standpoint and other applicable concerns.
5. Research the degree of consistency for regulation desired/needed from Benton County and neighboring jurisdictions.
6. Evaluate the expected timeframe of developing local regulation against any State legislative movement. Consider renewal of the moratorium as needed.
7. Develop draft legislative alternatives for regulating recreational marijuana cooperative gardens.
8. Review developing State legislative amendments to State law concerning cooperative medical marijuana gardens.
9. City staff update to City Council presentation at Council meeting tentatively scheduled for November 2016.
10. Return to Council for formal action as directed.
11. Obtain the results of an Advisory Election on November 8, 2016 for the citizens of Benton City to vote on whether they prefer to regulate or ban recreational and medical marijuana sales, production, and manufacturing.

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Task Order 2016-07- Datum Survey- Spink Engineering **DATE/ITEM:** 11-01-2016- H 5

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: General

EXPENDITURE: \$12000

DESCRIPTION/SUMMARY

ACTION

Consideration of approval of Task Order 2016-07 for Spink Engineering to complete a base survey for establishing City Datum

HISTORY

ATTACHMENTS

- | | |
|-----------------------|----|
| 1) Task Order 2016-07 | 3) |
| 2) | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Task Order 2016-07 for Spink Engineering to complete a base survey for establishing City Datum in an amount not to exceed \$20,000.



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

City of Benton City
Engineering Services Agreement
TASK ORDER NO. 2016 - 7

PROJECT: Datum Survey, Job #16-136

Submitted to: Linda Lehman
Mayor
City of Benton City

Reference: "Renewing Engineering Services Agreement " between City of Benton City (Owner) and Spink Engineering (Engineer), City Resolution NO. 2015 - 26.

Upon execution of this Task Order by the Owner and the Engineer in the space provided below, this Task Order will serve as authorization for the Engineer to carry out and complete the services set forth below in accordance with the referenced agreement between the Owner and Engineer.

1. Scope of Services:
Complete base survey for establishing City Datum.
2. Time for Performance of Services:
Complete work by December 30, 2016.
3. Fees for Services: SPINK ENGINEERING shall be paid on a "Time-plus-expense" basis for the performance of services under this agreement using the rates indicated in the attached fee schedule, dated October 25, 2016, included as part of this agreement.

The maximum compensation shall be Twelve Thousand Dollars (\$12,000), or such greater amounts when authorized by written notice from the Owner.

ENGINEER:
Spink Engineering, LLC

OWNER:
City of Benton City

By Alan Rainey

By: Linda Lehman

Signed: _____

Signed: _____

Title: Principal Engineer

Title: Mayor

Date: 11/1/16

Date: 11/1/16

(Authorization Date)



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

Effective October 25, 2016

FEE SCHEDULE

Principal Engineer	\$100/hour
Professional Land Surveyor	\$100/hour
Project Engineer II	\$95/hour
Design Engineer	\$90/hour
Engineering Technician	\$90/hour
CAD Draftsman	\$85/hour
Secretarial/Clerical	\$ No Charge
Mileage Rate	\$0.55/mile

CITY OF BENTON CITY
Voucher Summary Sheet

October 19-November 1, 2016

FUND NAME	FUND NO.	PAYROLL	CLAIMS	TOTAL
CURRENT EXPENSE	001		38,294.96	38,294.96
CITY STREET	101		2,621.77	2,621.77
ARCHIVE	103			0.00
PARK & RECREATION CAPITAL IMPROVEMENT	302		2,065.00	2,065.00
I-82 BUSINESS PARK	350			0.00
WATER	401		6,879.95	6,879.95
SEWER	402		32,514.84	32,514.84
W/S CAPITAL IMPROVEMENT	406			0.00
W/S CAPITAL MAINTENANCE	407			0.00
'82/'97 W/S BOND REDEMPTION	409			0.00
'82/'97 W/S BOND RESERVE	410			0.00
TOTALS		0.00	82,376.52	82,376.52

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 1st day of November, 2016.

VOUCHER APPROVAL

I move to approve payment of Claim check numbers:

28032 thru 28043 with EFTs as listed in the amount of \$ 82,376.52
 this 1st day of November, 2016.

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 CITY CLERK/TREASURER

CHECK REGISTER

City Of Benton City
MCAG #: 199

10/19/2016 To: 11/01/2016

Time: 13:27:03 Date: 10/27/2016

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3762	11/01/2016	Claims	1	EFT	Benton PUD	13.71	Acct No. 1628300000
3763	11/01/2016	Claims	1	EFT	Benton PUD	423.26	Acct No. 6958300000
3764	11/01/2016	Claims	1	EFT	Benton PUD	2.48	Acct No. 4708300000
3765	11/01/2016	Claims	1	EFT	Benton PUD	5,439.38	Acct No. 8297300000
3766	11/01/2016	Claims	1	EFT	Home Depot Credit Services	107.42	Acct No. 6035 3220 2492 1912
3767	11/01/2016	Claims	1	28032	Ace Sales & Service, Inc	276.00	Acct No, CITYOFBENT/Inv No. A-33442
3768	11/01/2016	Claims	1	28033	Benton City Revitalization	100.00	Community Center Deposit Refund
3769	11/01/2016	Claims	1	28034	Benton Co. Sheriff Office	25,807.88	Contract Law Enforcement 2016 October
3770	11/01/2016	Claims	1	28035	JWC Environmental	22,298.40	Customer ID#6006921/Inv No. 83374/PO#16-039
3771	11/01/2016	Claims	1	28036	LSA of Richland	100.00	Community Center Deposit Refund
3772	11/01/2016	Claims	1	28037	Wade Oscarson	150.00	2016 Boot Allowance
3773	11/01/2016	Claims	1	28038	Spink Engineering	22,117.50	Inv No. 2016-10 September Charges
3774	11/01/2016	Claims	1	28039	Department of Revenue State Of Washington	11.02	Water/Sewer Unclaimed Money
3775	11/01/2016	Claims	1	28040	Tate Architecture	1,748.55	Project No. 816123/Inv No. 002
3776	11/01/2016	Claims	1	28041	Total Energy Management Inc.	3,312.30	Inv No. 55876
3777	11/01/2016	Claims	1	28042	U.S. Cellular	417.62	Acct No. 952635344/Inv No. 0158356661
3778	11/01/2016	Claims	1	28043	WA St Dept of Health	51.00	Cross Connection Control Speclst Exam Fees-N.Wade Oscarson
						38,294.96	
001 Current Expense Fund						2,621.77	
101 City Street Fund						2,065.00	
302 Park & Recreation Fund						6,879.95	
401 Water Fund						32,514.84	
402 Sewer Fund						82,376.52	
* Transaction Has Mixed Revenue And Expense Accounts						82,376.52	Claims: 82,376.52

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Request for Right of Way License - 1600 Dale Avenue

DATE/ITEM: 11-01-2016- I 1

BUDGET INFORMATION

DEPT:

BUDGETED?

FUND:

EXPENDITURE:

DESCRIPTION/SUMMARY

ACTION

Discuss request for Right of Way License Agreement for 1600 Dale Avenue

HISTORY

If the City agrees to move forward, a license agreement will be drafted by the City Attorney's office and presented at an upcoming Council Meeting.

ATTACHMENTS

- | | |
|---------------------------------------|----|
| 1) Information from Spink Engineering | 3) |
| 2) | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

****DISCUSSION ONLY*****



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

LICENSE AGREEMENT PROPOSAL

DATE: October 27, 2016

TO: Mayor Lehman
City Council
City of Benton City

JOB#: BCPR=025-2016

FROM: Alan Rainey
Spink Engineering

PROJECT: 1600 Dale Ave
License Agreement Proposal

MESSAGE:

The owner of 1600 Dale Avenue inquired about the possibility of using or buying the right-of-way at the west end of Dale Avenue, running essentially north and south. The proposed use of the right-of-way would be for large vehicle and equipment storage. The proposed surface is gravel. The site would be fenced to provide security for the equipment. The property owner is Bryce Hillman. He is relocating his construction company headquarters to 1600 Dale Ave. Attached is a schematic map for the proposal and photos of the site.

This proposal information is provided for Mayor and Council review. If the City agrees to move forward with the License Agreement with Bryce Hillman, a License Agreement will need to be drafted by Lee Kerr's office for the next Council meeting for approval.

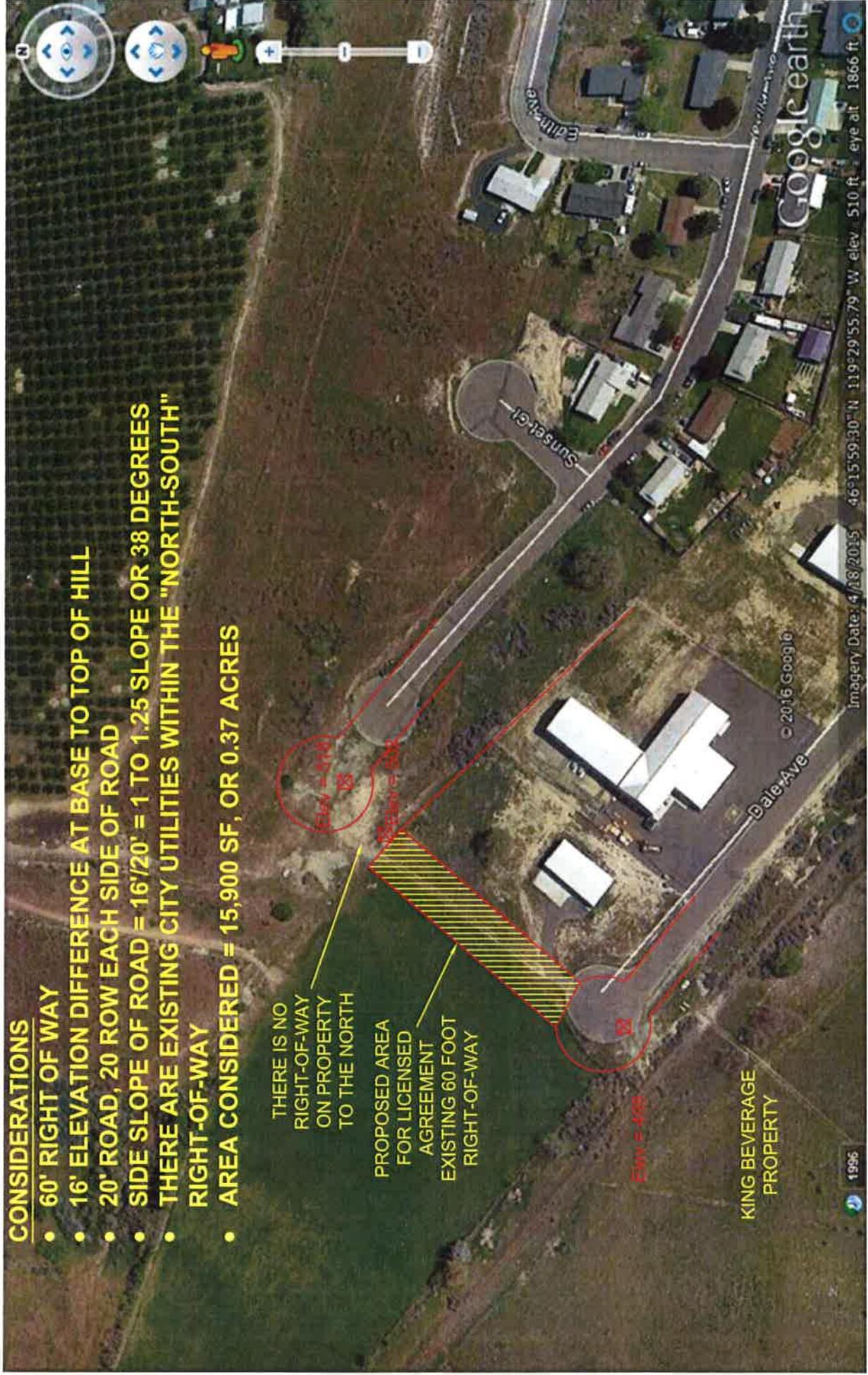
PROPOSED LICENSE AGREEMENT - WEST END OF DALE AVE

CONSIDERATIONS

- 60' RIGHT OF WAY
- 16' ELEVATION DIFFERENCE AT BASE TO TOP OF HILL
- 20' ROAD, 20 ROW EACH SIDE OF ROAD
- SIDE SLOPE OF ROAD = $16'/20' = 1$ TO 1.25 SLOPE OR 38 DEGREES
- THERE ARE EXISTING CITY UTILITIES WITHIN THE "NORTH-SOUTH" RIGHT-OF-WAY
- AREA CONSIDERED = 15,900 SF, OR 0.37 ACRES

THERE IS NO RIGHT-OF-WAY ON PROPERTY TO THE NORTH

PROPOSED AREA FOR LICENSED AGREEMENT
EXISTING 60 FOOT RIGHT-OF-WAY

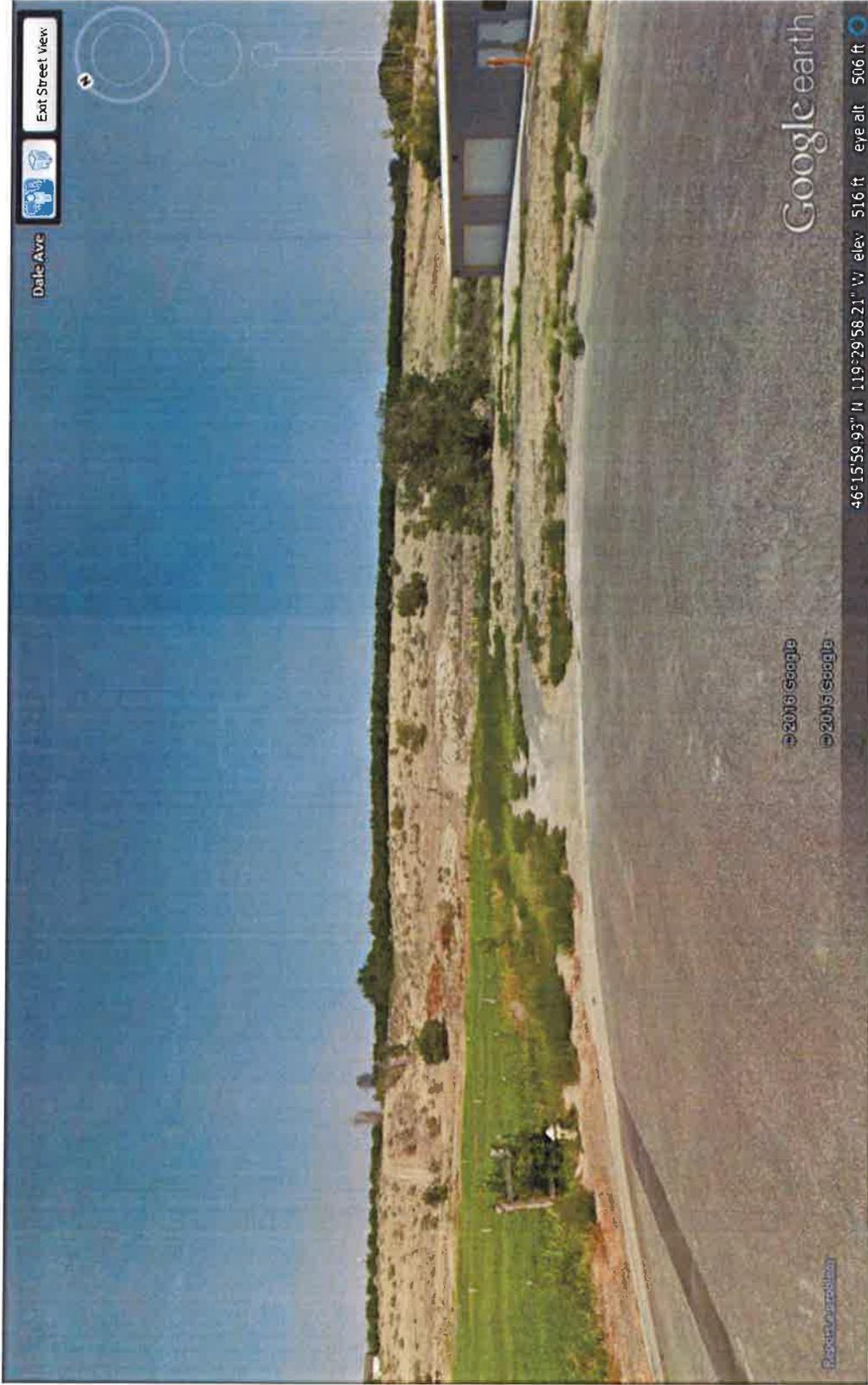


**LICENSE AGREEMENT PROPOSAL
FOR USE OF RIGHT-OF-WAY AT
WEST END DELLA AVENUE**



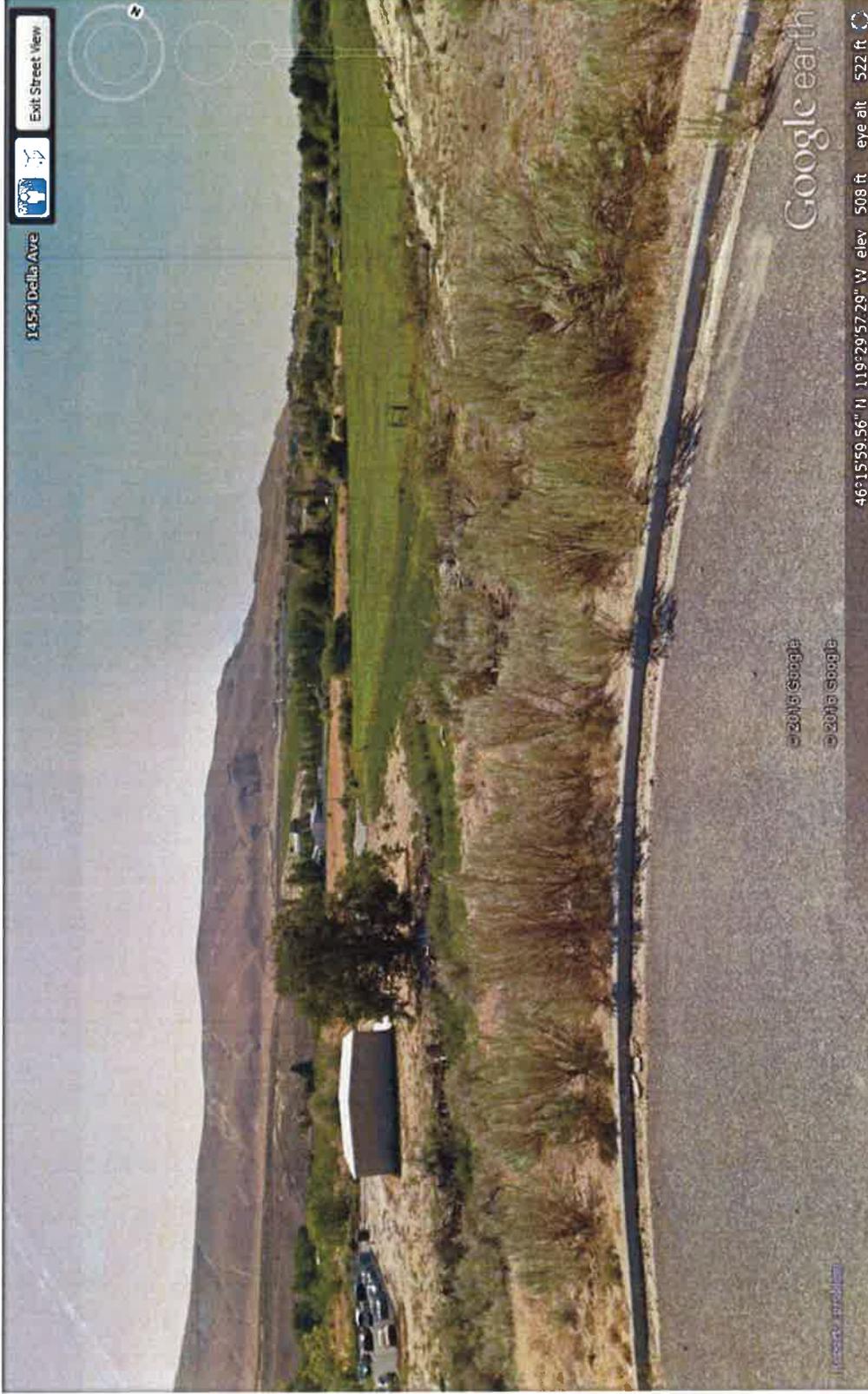
AERIAL VIEW OF 1600 DALE AVE AND DELLA AVE CUL-DE-SAC

LICENSE AGREEMENT PROPOSAL
FOR USE OF RIGHT-OF-WAY AT
WEST END DELLA AVENUE



AT CUL-DE-SAC AT WEST OF DALEA AVE, LOOKING NORTH TO DELLA AVE

LICENSE AGREEMENT PROPOSAL
FOR USE OF RIGHT-OF-WAY AT
WEST END DELLA AVENUE



AT CUL-DE-SAC AT WEST OF DELLA AVE, LOOKING SOUTH AT 1600 DALE AVE