



## REGULAR CITY COUNCIL MEETING

December 13, 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 – December 6, 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. Sheriff Report
2. Staff Report
  - a) Maintenance Report
  - b) Code Report
3. Engineer Report
4. Council Committee Reports

**H. ITEMS FOR APPROVAL:**

1. Second Reading – Ord. 966 -2017 Budget
2. Second Reading – Ord. 967 -2017 Wages & Salaries
3. Resolution #2016-21- ROW license agreement – 1600 Dale Avenue
4. Resolution #2016-22- 2017 Fee Schedule
5. Resolution #2016-23 - Engineer Service Contract Renewal
6. Resolution #2016-24- Street Sweeping Agreement – West Richland
7. Resolution #2016-25- Energy and Solar Proposals- Department of Enterprise Services
8. City Hall Layout
9. Vouchers

**I. ITEMS FOR DISCUSSION:**

**J. GENERAL COUNCIL COMMENTS:**

**K. ADJOURNMENT**

**Happy Holidays!**



**City of Benton City  
Regular Council Meeting Minutes  
December 6<sup>th</sup>, 2016**

**CALL TO ORDER** Mayor Pro Tem Coates called the December 6<sup>th</sup>, 2016 regular Council Meeting at the Community City to order at 7:00 p.m. *Mayor Linda Lehman joins via telephone (00:01:49\*Audio recording begins)*

**PRESENTATION OF THE COLORS** Councilmember Sandretto led the Council and audience in the Pledge of Allegiance. (00:01:55\*)

**ROLL CALL** (00:02:24\*)

Council Members Present –  
**Dave Sandretto**  
**Mary Lettau**  
**Lisa Stade**  
**Vanessa Coates**  
**Jake Mokler**

City Staff Present –  
**Stephanie Haug, City Clerk/Treasurer**  
**Paula Kauer, General Clerk-Purchasing**  
**Kyle Kurth, Maintenance Department**  
Other Professionals Present  
**Lee Kerr, City Attorney, Kerr Law Group**  
**Alan Rainey, City Engineer, Spink Engineering LLC**  
**Randy Rutledge, Consultant, Benton City E.D.C.**

**READING AND APPROVAL OF MINUTES** (00:02:49\*)

**REGULAR MEETING NOVEMBER 15<sup>th</sup>, 2016 – SPECIAL MEETING NOVEMBER 2<sup>ND</sup>, 2016**

**Councilmember Lettau:** I move to approve the Minutes of the Regular Meeting, November 15<sup>th</sup>, 2016 as written.

**Councilmember Sandretto:** Second.

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

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

**Councilmember Lettau:** I move to approve the Special Meeting Minutes as written from November 2<sup>nd</sup>, 2016.

**Councilmember Stade:** Second.

**MOTION #2-C. M. Lettau moved and C. L. Stade seconded to approve the Minutes of the November 2<sup>nd</sup>, 2016 Special Council Meeting as presented.**

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

**OPENING REMARKS, “HOUSEKEEPING” ITEMS, EXECUTIVE SESSION REQUESTS, ETC.**

(00:03:52\*)

1. Liquor License Application – Pik-a-Pop #2

**Ms. Haug:** I do have an Executive Session request for the end of the Agenda, so let's put it at I.1.

**APPROVAL OF AGENDA** (00:04:28\*)

**Councilmember Stade:** I move to motion to approve tonight's agenda with the addition of an Executive Session under Section I.

**Councilmember Lettau:** Second.

**MOTION #3-C. L. Stade moved and C. M. Lettau seconded to approve the Agenda of the December 6<sup>th</sup>, 2016 Regular Council Meeting as amended.**

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

**VISITOR COMMENTS** (00:05:01\*)

**Jack Davis, 506 Carol** – Last meeting spoke to Council regarding flags with American Legion – Agreement was flags would be put up before Memorial Day – Taken down week after Veterans' Day – Mayor Carnahan changed it to Christmas – Brought this up last meeting – Mayor Lehman asked if okay to wait until week after Thanksgiving – Thanksgiving was 24<sup>th</sup> of November – I agreed this would be fine

– Over a week since Thanksgiving – Now into snow season – Flags should be removed week after Thanksgiving

**Ms. Haug:** In order to do that, the City has to rent a lift and so yesterday was when the lift was available and so those were all taken down and Christmas decorations were put up yesterday.

**Tim Small, 1400 Willow Way** – Two items – One - Last meeting there was a discussion regarding buffer in marijuana ordinance – Council made it sound like it has been changed to 500 foot – Asked about it – Everyone was adamant it was 500 feet – Went back to City – Got the ordinance – Still 100 feet – My concern is this Council has ordinance in front of them – Going to have a Second Reading on it tonight – Council not sure what's in it – Not a comforting feeling – Two - Wanted to make each one of Councilmembers aware of it – Went to City Hall to get list of phone numbers – Only two good phone numbers out of five – Other three were disconnected/no longer in service – Leaves a whole bunch of your constituents unable to reach you – Not everybody has internet/is email savvy – I'm requesting current phone numbers be on file with City to be handed out –another avenue to discuss our concerns

**Kerry Biglin, 507 W. Wagonwheel PRNE** – Requesting Council review current animal welfare codes and ordinances – Consider adopting ordinance banning/limiting time/conditions dogs can be kept on chains outside – Human Society US has declared consistent chaining to be cruel/unusual punishment – Some dogs in town not being cared for as they should be – Ask that this topic added to the next Council Meeting Agenda \* **Council Discussion** \* **Mayor Lehman is reconnected after disconnect**

**Mr. Kerr:** It is relatively evident Mayor Lehman's not here this evening due to an unfortunate accident. She is attending the meeting telephonically, same pattern we've used before; it's a lawful means of doing so as long as everybody here can hear her and she can hear everybody here, and so it allows her to be able to participate in the meeting and exercise any voting rights that she might have.

#### **REGULAR REPORTS (00:12:58\*)**

- 1. EDC REPORT (00:13:03\*)** Randy Rutledge, Consultant, Benton City E.D.C. Larry Howell sick <<< Written report not provided >>> \* **Council Discussion** \*
- 2. STAFF REPORTS (00:22:48\*)** Stephanie Haug, City Clerk/Treasurer a) Treasurer Report – In packets
- 3. ENGINEER REPORT (00:23:27\*)** Alan Rainey, City Engineer, Spink Engineering LLC - None
- 4. COUNCIL COMMITTEE REPORTS (00:23:39\*)** None

#### **ITEMS FOR APPROVAL (00:23:56\*)**

- 1. SECOND READING – ORDINANCE NO. 956 – MARIJUANA ESTABLISHMENTS (00:23:59\*)**

**Councilmember Sandretto:** We need to bring it up for discussion, so I'll make the motion to approve the Second Reading of the marijuana Ordinance 856...956, on the Second Reading City Council 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".

**Mayor Pro Tem Coates:** I second.

**MOTION #4-C. D. Sandretto moved and C. V. Coates seconded to approve Ordinance 956, on its Second 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 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". \* **Council Discussion** \***

**Councilmember Sandretto:** I'll make the motion to amend Section 20.60.290 "Marijuana Control Regulations", Section G.4.? Subsection 2? Section 4, changing the within 100 foot of to 500 feet.

**Councilmember Stade:** And I would like to add, did you want to add anything else? Okay, I wanted to add, I appreciate the way that you kind of give some options here, as far as utilizing all or part; extending the moratorium versus... I had a question; would we be able to amend it to the 500 feet and make a motion to continue with the moratorium until May, with the new presidency to see how things evolved, with how it might affect towns and states?

**Mr. Kerr:** First of all, there's been a motion made to amend, which hasn't been seconded yet and so if it's...

**Mayor Pro Tem Coates:** I second.

**MOTION #5-C. D. Sandretto moved and C. V. Coates seconded to amend Section 20.60.289 "Marijuana Control Regulations", Section G.4, Subsection 2, changing the 100 foot buffer zone to 500 feet. \* Council Discussion \***

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

**\* Council Discussion \***

**Mayor Pro Tem Coates:** And now we decide whether we're going to table this or go ahead and vote on it or (inaudible) Second Reading?

**Mr. Kerr:** As Ms. Stade indicated in a memo, I identify what your alternatives are at this stage and like I say, it's on the table right now with your present motion which has been seconded for the Second Reading and if you wish to proceed with adopting it, then you're poised to do so. You could also make a request that there be a motion to table it, refer it back to the Planning Commission, if you feel that further changes or considerations are necessary.

**Mayor Pro Tem Coates:** Can I make a motion to vote on it?

**Mr. Kerr:** Yes, like I said the motion's right now and so, what you can do, is then call for the vote, either individually or by roll call. This is for Second Reading adopting Ordinance No. 496, as amended.

**ROLL CALL VOTE #4- C. V. Coates, C. D. Sandretto, C. J. Mokler – YEAS, C. M. Lettau, C. L. Stade  
– NAYES. Motion carried.**

**Mr. Kerr:** As I indicated, we'll make the amended change to the 500 feet, there are also just a couple technical issues, a couple of words, typos that were put in there, and we'll also bring it forward so instead of saying 19<sup>th</sup> day of April, we'll say the 6<sup>th</sup> of December. That'll be then, a correctly copy, which will be presented to the Mayor Pro Tem for signature.

**Mayor Pro Tem Coates:** Can you not hear that or?

**Unidentified Female:** Can I just, I'm looking for clarification, the lawyer keeps saying motion 496 and it's 956, I just want to make sure that's, you guys voted on the right thing.

**Mr. Kerr:** That's correct, yes.

## **2. FIRST READING – ORDINANCE – 2017 BUDGET (00:43:57\*)**

**Councilmember Stade:** I would like to make a motion to pass an ordinance of the City of Benton City, Washington, adopting the budget for the fiscal year ending December 31<sup>st</sup>, 2017.

**Councilmember Sandretto:** Second.

**MOTION #6-C. L. Stade moved and C. D. Sandretto seconded to approve an ordinance of the City of Benton City, Washington, on its First Reading, adopting the budget for the fiscal year ending December 31<sup>st</sup>, 2017.**

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

3. **FIRST READING – ORDINANCE – 2017 WAGES & SALARIES (00:45:06\*)**

**Councilmember Mokler:** I move to approve an ordinance of the City of Benton City, Washington, on its First Reading, approving the salaries and benefits to be paid to employees of the City of Benton City, Washington, for the calendar year 2017.

**Councilmember Stade:** Second. \* **Council Discussion** \*

**MOTION #7-C.** J. Mokler moved and C. L. Stade seconded to approve an ordinance of the City of Benton City, Washington, on its first reading, approving the salaries and benefits to be paid to employees of the City of Benton City, Washington, for the calendar year 2017.

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

(Mayor Lehman exits Council Meeting)

4. **RESOLUTION #2016-20 – ADOPTING COUNCIL GOALS (00:46:53\*)**

**Councilmember Stade:** I move to approve Resolution No. 2016-20, a resolution establishing primary goals of the City of Benton City for the calendar years 2016-2017.

**Councilmember Lettau:** I second.

**MOTION #8-C.** L. Stade moved and C. M. Lettau seconded to approve Resolution No. 2016-20, a resolution establishing primary goals of the City of Benton City for the calendar years 2016-2017.

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

5. **RESOLUTION #2016-21 – R.O.W. LICENSE AGREEMENT – 1600 DALE AVENUE (00:47:40\*)**

**Councilmember Lettau:** I move to approve Resolution No. 2016-21, authorizing the Mayor of the City of Benton City to sign the Right-of-Way Agreement between Bryce Hillman, owner of the property located at 1600 Dale Avenue, and the City of Benton City.

**Councilmember Mokler:** Second. \* **Council Discussion** \*

**MOTION #9-C.** M. Lettau moved and C. J. Mokler seconded to approve Resolution No. 2016-21, authorizing the Mayor of the City of Benton City to sign the Right-of-Way Agreement between Bryce Hillman, owner of the property located at 1600 Dale Avenue, and the City of Benton City.

**Councilmember Stade:** I'm glad that was brought up. I went to the Fire Commissioners' Meeting and they asked me about that, if, and I would just like to table it until we get the okay from them.

**Mr. Kerr:** Motion to table?

**Councilmember Stade:** Motion to table.

**Councilmember Sandretto:** I'll second her motion.

**MOTION #10-C.** L. Stade moved and C. D. Sandretto seconded to table Resolution No. 2016-21, pending input from Fire Department.

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

6. **SPECIAL PRESENTATION – APOLLO SOLUTIONS GROUP (00:49:31\*)**

**Mayor Pro Tem Coates:** We're going to go ahead and take a five minute break while these gentlemen set up. (00:49:49\*)

Alan Rainey, City Engineer, Spink Engineering LLC - Introduction (00:55:51\*)

**APOLLO SOLUTIONS GROUP – Scott Lewis/Mike Fuentes**  
Energy and Solar Audit Proposal

\* **Council Discussion** \*

7. **IGA ENERGY AND IGA SOLAR PROPOSALS – APOLLO SOLUTIONS GROUP (01:26:58\*)**

\* **Council Discussion** \*

**Councilmember Stade:** I would like to make a motion to approve the Investment Grade Audit proposal(s) from Apollo Solutions Group for the proposed Energy Projects (and) the proposed Solar Project.

**Councilmember Mokler:** Second.

**MOTION #11-C. L. Stade moved and C. J. Mokler seconded to approve the Investment Grade Audit proposal(s) from Apollo Solutions Group for the proposed Energy Projects (and) the proposed Solar Project.**

**ROLL CALL VOTE #11-C. D. Sandretto, C. M. Lettau, C. L. Stade, C. V. Coates, C. J. Mokler  
ALL YEAS. Motion carried.**

**8. PURCHASE REQUEST – WELL #5 GRAVEL (01:34:13\*)**

**Councilmember Stade:** I move to award the contract for the Reservoir Access Road gravelling to Central Washington Asphalt in the amount of \$13,260.06.

**Councilmember Lettau:** I second.

**MOTION #12-C. L. Stade moved and C. M. Lettau seconded to award the contract for the Reservoir Access Road gravelling to Central Washington Asphalt in the amount of \$13,260.06.**

**ROLL CALL VOTE #12-C. M. Lettau, C. D. Sandretto, C. J. Mokler, C. L. Stade, C. V. Coates  
ALL YEAS. Motion carried.**

**9. PURCHASE REQUEST – 2017 F5500 TRUCK (01:35:13\*)**

**Mr. Kurth – Explanation of Purchase Request for 2017 F550 Work Truck \* Council Discussion \***

**Councilmember Mokler:** I move to approve the purchase of a new work truck through the Department of Enterprise Services contract for \$79,155.39.

**Councilmember Stade:** Second. \* Council Discussion \*

**MOTION #13-C. J. Mokler moved and C. L. Stade seconded to approve the purchase of a new work truck through the Department of Enterprise Services contract for \$79,155.39.**

**Councilmember Sandretto:** Motion to amend to \$83,000, total price package.

**Mayor Pro Tem Coates:** I'll second.

**MOTION #14-C. D. Sandretto moved and C. V. Coates seconded to amend the purchase of a new work truck through the Department of Enterprise Services contract not to exceed \$83,000.**

**VOICE VOTE #14-C. J. Mokler, C. D. Sandretto, C. L. Stade, C. V. Coates, C. M. Lettau  
ALL YEAS. Motion carried.**

**ROLL CALL VOTE #13-C. J. Mokler, C. D. Sandretto, C. L. Stade, C. V. Coates, C. M. Lettau  
ALL YEAS. Motion carried.**

**10. DECEMBER 20<sup>TH</sup> COUNCIL MEETING – DATE CHANGE? (01:43:37\*)**

**Ms. Haug – Explanation of December 20<sup>th</sup> Council Meeting Date Change \* Council Discussion \***

**Councilmember Sandretto:** Make a motion to move the meeting from the 20<sup>th</sup> to the 13<sup>th</sup>.

**Councilmember Stade:** Second.

**MOTION #15-C. D. Sandretto moved and C. L. Stade seconded to change the regularly scheduled Benton City Council Meeting from December 20<sup>th</sup>, 2016 at 7 p.m. to December 13<sup>th</sup>, 2016 at 7 p.m. the 2017 Comprehensive Plan amendment cycle.**

**VOICE VOTE #15-C. D. Sandretto, C. J. Mokler, C. M. Lettau, C. L. Stade, C. V. Coates  
ALL YEAS. Motion carried.**

**11. VOUCHERS (01:44:36\*)**

**Councilmember Lettau:** I move to approve payment of Claim checks numbers 28044 and 28091 thru 28121 with EFTs as listed in the amount of \$102,403.97 this 6<sup>th</sup> day of December, 2016.

**Councilmember Sandretto:** Second.

**MOTION #16**—C. M. Lettau moved and C. D. Sandretto seconded to approve payment of Claim check numbers 28044 and 28091 thru 28121 with EFTs as listed in the amount of \$102,403.97 this 6<sup>th</sup> day of December, 2016.

**ROLL CALL VOTE #16**—C. D. Sandretto, C. J. Mokler, C. M. Lettau, C. L. Stade, C. V. Coates  
**ALL YEAS. Motion carries.**

**ITEMS FOR DISCUSSION (01:45:19\*)**

**1. Executive Session – R.C.W. 42.30.110(1.b) – Real Estate**

**Ms. Haug:** So now we will enter into an Executive Session pursuant to R.C.W. 42.30.110 for real estate and it should last five minutes.

**Mayor Pro Tem Coates:** So we will move into Executive Session for approximately five minutes.  
(01:45:30\*)

**\*\* Executive Session begins at 8:45 p.m. \*\* (01:45:31\*Audio recording ends)**

**\*\*\* Executive Session ends at 8:50 p.m. \*\*\* (\*)**

**GENERAL COUNCIL COMMENTS – (\*)**

**Councilmember Lettau** – *Questions regarding City Hall*

**Ms. Haug** – *Postponed due to Agenda*

**ADJOURNMENT – Mayor Pro Tem Coates (\*)**

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

**Councilmember Sandretto:** *I second.*

**MOTION #17**—C. M. Lettau moved and C. D. Sandretto seconded to adjourn the December 6<sup>th</sup>, 2016 Regular Council Meeting at 8:49 p.m.

**VOICE VOTE #17**—C. J. Mokler, C. M. Lettau, C. L. Stade, C. D. Sandretto, C. V. Coates  
**ALL YEAS. Motion carried.**

Meeting adjourned at 8:49 p.m. (\*Audio recording ends)

\_\_\_\_\_  
Vanessa Coates  
Mayor Pro Tem, City of Benton City

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

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



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

During November 2016, the Benton County Sheriff's Office responded to 253 calls for service (246 in 2015). Attached is a schedule indicating the 26 case offenses resulting from the 253 calls for service (18 in 2015). During this month, 23 infraction offenses were issued.

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

## BENTON CITY MONTHLY REPORT

Nov-16							Nov-15						
INCIDENT	TOTAL	AA	AJ	EA	EJ	U	INCIDENT	TOTAL	AA	AJ	EA	EJ	U
A/DUI							A/DUI						
A/FATAL							A/FATAL						
A/FTSID							A/FTSID						
A/IND							A/IND						
A/OTH							A/OTH						
A/PED							A/PED						
AVEH	2						AVEH	1					
ABDUCT							ABDUCT						
ADULT/OTH							ADULT/OTH						
ALARM							ALARM						
ANIMAL							ANIMAL						
ARSON							ARSON						
ASSIST	1						ASSIST	3					
ASLT/DV							ASLT/DV						
ASLT/OFC							ASLT/OFC						
ASSAULT	1		1				ASSAULT	1		1			
ATL							ATL						
AUTO/THEFT							AUTO/THEFT						
BIGAMY							BIGAMY						
BOMB/THR							BOMB/THR						
BURG/ATT							BURG/ATT						
BURGLARY	2						BURGLARY						
BUS/SCHL							BUS/SCHL						
CHILD/OTH							CHILD/OTH	1					1
CIVIL	1						CIVIL	1					
COUNTERF							COUNTERF						
DEATH	1						DEATH						
DIS/COND							DIS/COND						
DISTURB							DISTURB						
DOMESTIC							DOMESTIC						
DROWN							DROWN						
DUI	1	1					DUI	1	1				
DUMPING							DUMPING						
ELUDING							ELUDING						
EMBZL							EMBZL						
FIREWORKS							FIREWORKS						
FLD/ARR	6	6					FLD/ARR	2	2				
FORGERY							FORGERY						
FRAUD	1						FRAUD						
FT/REG							FT/REG						
FUGITIVE							FUGITIVE						
GAM/VIO							GAM/VIO						
GAMBL							GAMBL						
GANG/GRAF							GANG/GRAF						
HARASS							HARASS						
HAZ/MAT							HAZ/MAT						
HOMICIDE							HOMICIDE						
ID/THEFT							ID/THEFT						
INFO							INFO	1					
INTIMIDATE							INTIMIDATE						
KIDNAP							KIDNAP						
LEWD/COND							LEWD/COND						
LIQ/LAW							LIQ/LAW						
LITTER							LITTER						
LOIT							LOIT						

## BENTON CITY MONTHLY REPORT

Nov-16							Nov-15						
INCIDENT	TOTAL	AA	AJ	EA	EJ	U	INCIDENT	TOTAL	AA	AJ	EA	EJ	U
LURING							LURING						
MAL/HARAS							MAL/HARAS						
MAL/MISC	2						MAL/MISC						
MENTAL							MENTAL						
MINOR/TOB							MINOR/TOB						
MISSING							MISSING						
NARCOTICS							NARCOTICS	1					
NOISE ORD							NOISE ORD						
NVOL W/OUT							NVOL W/OUT						
OBSTRUCT							OBSTRUCT						
ORDER/VIO							ORDER/VIO						
PHONE							PHONE						
PODP							PODP						
POSS/SPROP							POSS/SPROP						
PROPERTY	2						PROPERTY						
PROSTIT							PROSTIT						
RAPE							RAPE						
REC/STLN							REC/STLN						
ROBBERY							ROBBERY						
RET/RUN							RET/RUN						
RUNAWAY	1						RUNAWAY	1				1	
SEX/OFF							SEX/OFF						
SRCH/WARNT							SRCH/WARNT						
STALKING							STALKING						
SUICIDE							SUICIDE						
SUICIDE/AT							SUICIDE/AT						
SUSP/CIRCU	2						SUSP/CIRCU	1					
TATTOOING							TATTOOING						
THEFT	2						THEFT	3					
THEFT/SL							THEFT/SL						
THREATS							THREATS						
TMVWOP							TMVWOP						
TRAFFIC							TRAFFIC						
TRESPASS							TRESPASS						
UIBC							UIBC						
VEH/IMP	1						VEH/IMP	1					
VEH/PROWL							VEH/PROWL						
WARNT/OUT							WARNT/OUT						
WARNT/SER							WARNT/SER						
WEAPONS							WEAPONS						
WELF/CKS							WELF/CKS						
<b>TOTAL</b>	<b>26</b>	<b>7</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>TOTAL</b>	<b>18</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>





Kyle Kurth  
Maintenance Forman

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

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**November**

**Streets**

- **Trash run**
- **Winterized water tank**
- **Fixing all street signs though out town**
- **Clean storm drains on Angeline**
- **Dug up storm drain on Angeline**

**Water**

- **21 shut offs and all reconnected**
- **Unloaded chlorine**
- **1 data logger**
- **64 registers installed**
- **23 meters installed**
- **Blow off dead end lines**
- **Water line brake on Angeline**
- **Meter reads**

**Sewer**

- **Fixed broken barricades**
- **Lab training on going**
- **Work on river road lift station**
- **Pump replacement on river road lift station**
- **Replaced grinder at treatment plant**

**Equipment/ Shop**

- **Put plow and sander on dump truck**
- **Clean shop**
- **Replaced 2 light ballast in shop**
- **Painted sander**
- **Put garland on holiday sign**
- **New wipers installed on vactor truck**
- **Moved trucks into shop for winter**
- **Filled in pot holes around shop**
- **Put new Benton city stickers on trucks**
- **Put city hall sign together**
- **Fixed back hoe blade on bucket**

**Facilities**

- **Touch up paint at com center**
- **Blew leaves at com center**

- **Inventoried janitorial supply's**
- **Lubed up wheels on cart at com center**

#### **Desk work**

- **Getting specs and info on new work truck**
- **Ordered janitorial supplies**

#### **Spraying**

- 

#### **Locates**

- **8 locate**

#### **Meetings**

- **Vactor truck meeting**
- **Met with contractors x 2**
- **Staff meetings**
- **Meeting with Alan about streets**
- **Met homeowner about streets**

#### **Parks**

- **Took down snow fence around hydro seeding**
- **Blew out all sprinkler systems**
- **Picking up leafs in parks**
- **Blew off bike path x2**
- **Trash run x 3**
- **Cleaned off boat launch x2**
- **Final mow on parks**
- **Pick up trash at skate park x 6**
- **Fixed skate park garbage can**

#### **Inspections**

- **2 meter inspection**
- **2 curb cut**
- **1 sewer disconnect**
- **1 sewer inspection**
- **3 flow hydrant inspections**

#### **Events**

- **Break down of Halloween carnival**

#### **Training**

- **Training Sergio on running wells and lift stations**

**Kyle Kurth Maintenance Department**





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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**November 19, 2016 thru December 8, 2016**

**Public Contact: 51**

**Notice to Comply or Warning:**

**7 – Dog Control**

**11 - Debris, Trash and Weeds**

**1 – Selling Vehicle on City Street**

**2 - Stop Work Order (No Permits)**

**4 – Abandoned Vehicle**

**2 – Open Burning**

**Impounded Animals: 4 DOA and 3 Dogs**

**Returned to Owner: 3**

**Welfare Check: 4**

**Permits Issued: 10**





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

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## ENGINEERING REPORT DECEMBER 13, 2016

### PROJECTS IN CONSTRUCTION

Job #09-132    Well #5 – Gravel Road  
Project awarded to Central Washington. Central Washington would like to hold off on project until weather is warmer and ground is “workable.”

### PROJECTS IN DESIGN/PLANNING

Job #12-111    City Park Terrace  
There has been talk about building a ramp up to the stage. Discussed this with Steve Wadsworth of the Building Department. The entire stage would need improvements to meet ADA requirements, i.e. hand rail around the full perimeter of the stage.

Job #13-113    Sewer Repairs  
Plans and specifications are complete. Will bid project in February 2017 with anticipated start date in March 2017.

Job #16-103    City Hall Remodel Feasibility Study  
Layout to be reviewed by Council. Once layout is approved and Council directs Spink Engineering to proceed with final plans and specifications, Spink will hold a meeting with the design team and begin work on final plans and specifications.

Job #16-132    Community Center Wall  
Project Design and Specifications completed. Will hold off until the spring to bid work due to the weather.

Job #16-133    Lift Stations  
Spink Engineering provided a report on the lift stations. Spink is reviewing the draft application for the “Rural County Capital Fund Project Application Form to apply for funding for the lift station upgrade and force main extension in January 2017.

Job #16-134    Water Plan Update  
Spink Engineering collected field data on hydrant flows while temperatures were above freezing. Will begin collecting data and work on the update in January 2017.

Job #16-138    Splash Pad Park  
Spink Engineering has made some initial contacts with Pasco, Richland and Spokane regarding the types, sizes and cost of splash pads. Spink Engineering will begin in depth investigation and design when authorized by Council. Evaluation and design are expected to take 3 months.

### OTHER ITEMS OF CONCERN

**Job #16-141 Angeline Lane Storm Drainage**

In November, the City Public Works staff were notified that during a rain storm there was runoff leaving Angeline Lane at the east end "hammer head cul-de-sac." No plans for Angeline Lane were found in the City Hall nor Spink Engineering records.

There is one catch basin in each of the north and south cul-de-sacs. Both were full dirt and debris. Each catch basin has one pipe going into the cul-de-sac and one under the curb & gutter outside the roadway.

South Catch Basin: pipe to left was full of dirt, extending approximately 20' behind curb & gutter. Pipe to right was full of roots, too thick to try to cut out.

North Catch Basin: Pipe left was jet rodded to about 25'. Public works crew was concerned about washing out ground beyond the end of the pipe and stopped. Pipe to right was present, but there was a new home being constructed with water and power running just north of the curb & gutter.

Horne Drive/SR 225 is approximately 40 feet higher than the cul-de-sac. Therefore, all storm water runoff will reach the bottom of the cul-de-sac.



Without a detailed design, the recommended fix is the installation of drywells for each catch basin, 4 new catch basins and two drywells before the cul-de-sac. Estimated cost \$50,000 to \$70,000.

# CITY OF BENTON CITY

*City Council Agenda Item*



## PROCESS INFORMATION

**SUBJECT:** Second Reading – Ord. 966- 2017 Budget

**DATE/ITEM:** 12-13-2016- H 1

## BUDGET INFORMATION

**DEPT:** General

**BUDGETED?**

**FUND:** General

**EXPENDITURE:** Budget

## DESCRIPTION/SUMMARY

### ACTION

Consideration of adoption of Ordinance 966 of the City of Benton City, Washington, on its second reading, adopting the budget for the fiscal year ending December 31, 2017.

### HISTORY

The City Council held a workshop to review the 2017 Budget on October 19, 2016 and held a public hearing on November 15th, 2016.

## ATTACHMENTS

1) Ordinance 966

3)

2)

4)

## RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Ordinance 966 of the City of Benton City, Washington, on its second reading, adopting the budget for the fiscal year ending December 31, 2017.

First Reading: 12/6/2016

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

**ORDINANCE NO. 966**

**AN ORDINANCE OF THE CITY OF BENTON CITY,  
WASHINGTON, ADOPTING THE BUDGET FOR THE  
FISCAL YEAR ENDING DECEMBER 31, 2017**

**WHEREAS**, the City Council of the City of Benton City, Washington, conducted a Public Hearing on November 15, 2016, and did consider the matter of the proposed budget, and no persons appearing to make objection to same and no objection having been filed with the City Clerk-Treasurer, and

**WHEREAS**, the proposed budget does not exceed the lawful limit of taxation to be allowed by law to be levied on the property in the City of Benton City for the purpose to set forth in said budget being all necessary to carry on the government of the City during said period,

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, AS FOLLOWS:**

**SECTION I.** That required revenues and expenditures for the various departments and needs and the operation of government of the City of Benton City, Washington, for the fiscal year ending December 31, 2017, are fixed in the following amounts, to wit:

<b>FUND</b>	<b>NAME</b>	<b>REVENUES</b>	<b>EXPENDITURES</b>
001	Current Expense	2,169,516.96	2,169,516.96
101	City Street	477,411.82	477,411.82
103	Archive	10,696.41	10,696.41
302	Park & Rec Capital	197,543.57	197,543.57
350	I-82 Business/Industrial Park Capital	28,355.71	28,355.71
401	Water	944,763.10	944,763.10
402	Sewer	1,348,742.48	1,348,742.48
406	Water/Sewer Cap. Improvement	97,007.01	97,007.01
407	Water/Sewer Capital Maint	257,729.34	257,729.34
<b>TOTAL ALL FUNDS:</b>		<b>5,531,766.40</b>	<b>5,531,766.40</b>

**SECTION II.** The 2017 City Budget in its final form and content, as filed in the Office of the City Clerk-Treasurer, is hereby incorporated in its entirety by this reference.

**SECTION III.** This ordinance shall be in full force and effect by January 1, 2017 after passage, approval and publication as required by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON,**

This 13 day of December, 2016, and signed in authentication of its passage this 13 day of December, 2016.

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

Attest:

Approved as to Form:

---

Stephanie Haug, CMC  
*City Clerk-Treasurer*

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Kerr Law Group  
*City Attorney*

# CITY OF BENTON CITY

*City Council Agenda Item*



## PROCESS INFORMATION

**SUBJECT:** Second Reading – Ord. 967-2017 Wages & Salaries

**DATE/ITEM:** 12-13-2016- H 2

## BUDGET INFORMATION

**DEPT:** General

**BUDGETED?**

**FUND:** General, Streets, Water/S

**EXPENDITURE:** 499,261.36

## DESCRIPTION/SUMMARY

### ACTION

Consideration of adoption of Ordinance 967 of the City of Benton City, Washington, on its second reading, approving the salaries and benefits to be paid to employees of the City of Benton City, WA for the calendar year 2017.

### HISTORY

## ATTACHMENTS

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

## RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Ordinance 967 of the City of Benton City, Washington, on its second reading, approving the salaries and benefits to be paid to employees of the City of Benton City, WA for the calendar year 2017.

First Reading: 12/6/2016

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

**ORDINANCE NO. 967**

**AN ORDINANCE OF THE CITY OF BENTON CITY, WASHINGTON,  
APPROVING THE SALARIES AND BENEFITS TO BE PAID TO  
EMPLOYEES OF THE CITY OF BENTON CITY, WASHINGTON, FOR THE  
CALENDAR YEAR OF 2017**

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

**Section 1.**

A. The following shall be the maximum annual salary exclusive of overtime payments, if any, for the calendar year of 2017, for the employees of the City of Benton City, in the position listed:

City Clerk-Treasurer 3	\$ 67,808.00
General Clerk –Purchasing 2	\$ 52,716.80
General Clerk- Accounts Payable 3	\$ 54,246.40
WWTP Supervising Operator 1	\$ 71,614.40
Maintenance Foreman 2	\$ 60,457.60
Maintenance Utility Worker-Parks 3	\$ 49,192.00
Maintenance Utility Worker -2	\$ 47,528.00
Maintenance Utility Worker – Meter Reader -	\$ 42,429.36
Code Enforcement Officer/Animal Control 2	\$ 53,268.80
	\$ 499,261.36

B. Benefits in addition to the annual salary for some of the positions listed above may include the following: (1) social security; (2) workman's compensation; (3) unemployment compensation; (4) retirement; and (5) medical, dental and vision with employees paying 10% of the premium as agreed upon by the City Council for employee/dependent coverage.

**Section 2.** Overtime payments when authorized in advance by the Mayor at employee's option shall be either, time and one-half pay or be compensatory time off at a time and one-half rate.

**Section 3.** This ordinance shall be in full force and effect by January 1, 2017, after the passage and posting as required by law.

**PASSED** by the City Council of the City of Benton City, Washington, and approved as provided by law this 13 day of December, 2016.

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

Attest:

Approved as to Form:

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

\_\_\_\_\_  
Kerr Law Group  
City Attorneys

# CITY OF BENTON CITY

*City Council Agenda Item*



## PROCESS INFORMATION

**SUBJECT:** Resolution #2016-21- ROW License Agreement – 1600 Dale Avenue  
**DATE/ITEM:** 12-13-2016- H 3

## BUDGET INFORMATION

**DEPT:** Streets

**BUDGETED?**

**FUND:** N/A

**EXPENDITURE:** N/A

## DESCRIPTION/SUMMARY

### ACTION

Consideration of adoption of Resolution #2016-21, authorizing the Mayor of the City of Benton City to sign the Right of Way agreement between Bryce Hillman, owner of the property located at 1600 Dale Avenue, and the City of Benton City.

### HISTORY

Alan contacted Ron Duncan with Benton County Fire District #2 and his comments are included.

## ATTACHMENTS

- |                                       |    |
|---------------------------------------|----|
| 1) Res. 2016-21 with exhibit          | 3) |
| 2) Information from Spink Engineering | 4) |

## RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution #2016-21, authorizing the Mayor of the City of Benton City to sign the Right of Way agreement between Bryce Hillman, owner of the property located at 1600 Dale Avenue, and the City of Benton City.

**RESOLUTION NO. 2016-21**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE RIGHT-OF-WAY LICENSE AGREEMENT BETWEEN BRYCE HILLMAN OWNER OF PROPERTY LOCATED AT 1600 DALE AVENUE AND THE CITY OF BENTON CITY**

**WHEREAS**, Mr. Bryce Hillman, owner of real property at 1600 Dale Avenue in Benton City, Washington, desires to improve and utilize a certain 60' area of the City's right-of-way adjacent to his property as a large vehicle and equipment storage area/lay down yard; and

**WHEREAS**, the City does not currently foresee any plans to use this area of right-of-way in the near future and agrees to allow Mr. Hillman to use said property until such time as the City makes plans to develop it. 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 Right-of-Way License Agreement between Mr. Bryce Hillman and the City of Benton City, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this agreement.

**ADOPTED** this 13 day of December, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 13 day of December, 2016.

Resolution 2016-21 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 13 day of December, 2016.

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

Attest:

Approved as to Form:

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

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

**FILED FOR RECORD AT REQUEST OF:**

City of Benton City, Washington

**WHEN RECORDED RETURN TO:**

City of Benton City, Washington

708 9<sup>th</sup> Street

Benton City, WA 99320

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**RIGHT-OF-WAY ENCROACHMENT  
LICENSE AGREEMENT**

**THIS AGREEMENT** entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between Bryce Hillman, owner of the property located at 1600 Dale Avenue known as Parcel #113964020014000, hereinafter referred to as "Licensee", and the City of Benton City, Washington, a Municipal Corporation, hereafter referred to as "City."

**WHEREAS**, the Licensee desires to construct certain improvements which encroach upon the right-of-way and/or easement described herein, and desires to maintain such improvements within the City's right-of-way; and

**WHEREAS**, the Licensee recognizes that said improvements are subject to, and secondary to the City's primary public use of the right-of-way, and that such improvements may be required to be removed by Licensee or may be damaged as a result of the City's future use of its right-of-way/easement, per the terms of this Agreement; and

**WHEREAS**, the City is desirous to allow Licensee to make beneficial use of their improvements without creating a risk of adverse possession or easement by prescription, and without exposing the City to any liability arising out of such beneficial use; and

**WHEREAS**, the City and Licensee both agree that Licensee desires to make certain improvements to the right-of-way adjacent to Licensee's property and to use said right-of-way as a "lay down yard" to use for storage of certain large vehicles and equipment relating to Licensee's business; and

**WHEREAS**, the City and Licensee both agree that the City at any point in the future may choose to develop and use the right-of-way at this location for public use and at such time may require Licensee to remove all or part of improvements made to the right-of-way as a result of this Agreement and may require Licensee to vacate any use of said right-of-way.

**NOW, THEREFORE**, and in consideration of the mutual terms and covenants contained herein, this License is granted by the City to Licensee according to the following terms and conditions.

1. **Grant of License.** The City does hereby grant to Licensee a License to modify and maintain a lay down yard for the storage of large vehicles and equipment upon real property more particularly described as the sixty (60) foot right-of-way adjacent to Benton County Parcel No. 113964020014000, which right-of-way is described and depicted in Exhibit A to this Agreement.

2. **Term of License.** This License shall commence upon execution and shall be for a term of ten (10) years from the date of execution. After said ten (10) year term, this License shall renew on the anniversary of the date of execution each year for a one (1) year term, until such time as either party chooses to terminate this Agreement as provided in Section 3 below.

3. **Termination.** This Agreement may be terminated at any time by the City should the City choose to utilize the right-of-way that is the subject of this Agreement, at which time the City shall have the right to terminate this Agreement and require Licensee to remove any or all of Licensee's improvements at Licensee's cost, within ninety (90) days of written notice. In the event the Licensee does not complete removal of improvements and all encroachments upon right-of-way within the specified time, the City shall have the right to remove such improvements and encroachments, and the costs thereof shall be the responsibility of Licensee and shall be placed as a lien upon the parcel of property that is listed in Section 1 above. In the event the Licensee violates any term of this Agreement, this Agreement and the City's promises herein shall be null and void.

4. **Development.** Upon execution of this Agreement, the Licensee may improve the right-of-way by leveling the ground, laying gravel, and constructing a security fence around said right-of-way. Licensee shall make no other improvements upon the land other than what is described within this Agreement. Construction shall be completed within ninety (90) days of the execution of this Agreement. All modifications to the land shall be made in accordance with all provisions of Benton City Municipal Code. Prior to commencing construction of said improvements, Licensee shall provide detailed plans to the City Engineer for review. Licensee agrees that plans

must be approved by the City Engineer prior to commencing construction of improvements.

5. **Maintenance of Right-of-Way.** Licensee shall maintain the right-of-way encroachment areas as designated on Exhibit A, including maintaining the improvement thereon in a well maintained and working condition, free of defects, deterioration or damage which may pose a risk to users of the adjacent properties and any City utilities or property located thereon or adjacent thereto. Landscaped areas within the encroached licensed areas shall be maintained in a clean and litter-free condition with all landscaping kept in an attractive and pest-free condition. Failure to maintain the encroachment area and landscaping as herein described, shall constitute a default of this Agreement, resulting in its termination by the City and the removal of all improvements within the right-of-way, as determined by the Mayor with consent of the City Council

6. **Hold Harmless.** Licensee does hereby agree to hold harmless, defend and indemnify the City for any loss, claim, or damage arising out of Licensee's construction, maintenance, and use of the property subject to this License. In furtherance of this obligation, Licensee shall pay all costs and reasonable attorney fees associated with this obligation of indemnification.

7. **License Runs With the Land.** The terms and conditions of this License, while personal to the Licensee, shall run with the land described in the attached Exhibit A, for the benefit of its successors in interest, subject to the terms of this Agreement including the rights of termination as provided in Section 3 above, and shall not be assignable by the Licensee to any other party except on the prior written consent of the City. In the event a sale is negotiated of the real property and/or business subject to this License, the Agreement shall remain intact, and shall run with the land. To that effect, this Agreement shall be recorded with the Benton County Auditor upon its execution, and attached with the parcel of land that is the subject of the Agreement.

8. **Binding Terms.** All terms and conditions of this License shall be binding upon the parties hereto, their officers, employees, agents, subcontractors, heirs and assigns

9. **General Provisions.** Except for actions for injunctive relief or specific performance, should any dispute arise between the parties as a result of breach, interpretation, or performance of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. If the dispute is unresolved, with or without the assistance of mediation, the dispute shall be resolved by arbitration pursuant to RCW 7.04A, with venue being placed in Benton County, Washington, and the prevailing party shall be awarded its attorney fees and costs against the other as an additional judgment.



## Stephanie Haug

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**From:** Alan Rainey <alan@spinkeng.com>  
**Sent:** Wednesday, December 07, 2016 2:18 PM  
**To:** Stephanie Haug  
**Cc:** llehman@ci.benton-city.wa.us; Kyle Kurth  
**Subject:** FW: 1600 Dale Ave

Stephanie:

I talked with Ron Duncan regarding the use of the right-of-way that goes north from the cul-de-sac at the west end of Dale Avenue by the land owner of 1600 Dale Avenue.

Ron's concern is that the Fire District has adequate access to a fire hydrant and unimpeded access to the building behind a gate that would allow fire apparatus (trucks) to maneuver safely to fight a fire.

I think the License Agreement with land owner can be approved by the Council.

Alan Rainey  
Spink Engineering LLC  
1045 Jadwin Ave, Suite E  
Richland, WA 99352  
O (509)946-1581  
F (509)946-6483  
C (509)948-2977  
Email: [alan@spinkeng.com](mailto:alan@spinkeng.com)

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**From:** Fire Chief Ron Duncan [[mailto:Ron\\_D@bcfpd2.org](mailto:Ron_D@bcfpd2.org)]  
**Sent:** Wednesday, December 07, 2016 12:51 PM  
**To:** Alan Rainey  
**Subject:** RE: 1600 Dale Ave

To Follow-up on my earlier comments. He would only be required to put a KNOX BOX up if he has a Fire Alarm System. I am pretty sure he doesn't have one so he is more than welcome to gate off the building access as long as the lock is available to be cut in case of emergency.

Thanks

Ron

---

**From:** Alan Rainey [<mailto:alan@spinkeng.com>]  
**Sent:** Wednesday, December 07, 2016 11:30 AM  
**To:** Fire Chief Ron Duncan  
**Subject:** 1600 Dale Ave

Ron:

Do you have some time this afternoon to look at 1600 Dale Ave and the possible license agreement between the land owner and the City for the use of right-of-way that goes north towards Della Ave?

I am available anytime after 12:30.

Alan

# CITY OF BENTON CITY

*City Council Agenda Item*



## PROCESS INFORMATION

**SUBJECT:** Resolution #2016-22- 2017 Fee Schedule

**DATE/ITEM:** 12-13-2016- H 4

## BUDGET INFORMATION

**DEPT:** All

**BUDGETED?**

**FUND:** All

**EXPENDITURE:** N/A

## DESCRIPTION/SUMMARY

### ACTION

Consideration of adoption of Resolution #2016-22. a resolution of the City of Benton City, Washington, amending and superseding Resolution No. 2015-24 amending the city fee schedule for city services and charges for the calendar year 2017.

### HISTORY

Updated include - Updated water rates (2% increase) and the additional of the demolition permit within the fee schedule at \$75.00.

## ATTACHMENTS

1) Resolution #2016-22

3)

2)

4)

## RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution #2016-22, a resolution of the City of Benton City, Washington, amending and superseding Resolution No. 2015-24 amending the city fee schedule for city services and charges for the calendar year 2017.

**RESOLUTION NO. 2016-22**

**A RESOLUTION OF THE CITY OF BENTON CITY, WASHINGTON,  
AMENDING AND SUPERSEDING RESOLUTION NO. 2015-24  
AMENDING THE CITY FEE SCHEDULE FOR CITY SERVICES AND  
CHARGES FOR THE CALENDAR YEAR 2017.**

**WHEREAS**, the City Council of the City of Benton City, Washington, has adopted by Resolution the fees and charges for applications, permits and services rendered by the City; and

**WHEREAS**, the City Council of the City of Benton City, Washington, desires to adopt new charges and fees for city services to be effective January 1, 2017, **NOW, THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON**, that the following fee schedule of the City of Benton City, Washington, as referenced by the Benton City Municipal Code and the administrative determination by the Mayor of the City shall be as follows:

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**Section 1. Title 5 - Business Licenses and Regulations**

**"New License Fees"**

5.08.010	Category A- Private Property by private means	45.00
5.08.020	Category B – Contractors, Gambling, Liquor	65.00
5.08.030	Category C – Public Right of Way (Streets and Parks)	65.00
5.08.040	Master License - Multiple Businesses (same location)	85.00

**"Renewal License Fees"**

5.08.010	Category A- Private Property by private means	30.00
5.08.020	Category B – Contractors, Gambling, Liquor	50.00
5.08.030	Category C – Public Right of Way (Streets and Parks)	50.00
5.08.040	Master License - Multiple Businesses (same location)	70.00

**"Late Fees"**

5.04.290	Category A - Private property by private means	10.00
	Category B – Contractors, Gambling, Liquor	10.00
	Category C - Public Right of Way (Streets and Parks)	10.00
	Master License - Multiple Businesses	10.00

**"Itinerant Merchants and Vendors"**

5.06.060	30-day Merchant and Vendor License	15.00
	Additional 30-day Merchant and Vendor License <i>(Within same calendar year)</i>	15.00
	Annual Merchant and Vendor License	35.00

**"Business Activities"**

5.12.040	Adult Entertainment Business	700.00
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**"Special Events and Entertainment"**

5.16.100A	Demonstrations, Parades, Public Dance	25.00
5.16.100B	Concerts, Athletic and Competitive Events and Festivals	25.00
5.16.100C	Outdoor Music Festivals	25.00
5.16.100D	Temporary Special Sales Events	25.00

**Section 2. Title 6 – Animals- License Fees**

6.03.080	Redemption/ Adoption Fees	15.00
	(1 <sup>st</sup> ) Impound Fee ( <i>Administration</i> ) ( <i>not for adoption</i> )	55.00
	(2 <sup>nd</sup> ) Impound Fee	80.00
	(3 <sup>rd</sup> ) Impound Fee	100.00
	(4 <sup>th</sup> and beyond) additional amount for each occurrence	25.00
	Board ( <i>per day</i> )	12.00
	Injured Animal ( <i>Medical treatment</i> )	(cost)
6.03.100	Disposition of Unclaimed Animals	
	Tranquilizer (Capture and/or Transportation)	30.00
	Euthanasia	100.00
	Disposal	30.00
6.03.190	Gendered	15.00
	Neutered/Spayed	10.00
	Late Fee	10.00
	Senior Rate	1.00
	Duplicate/Replacement Tag	2.00
6.03.250	Commercial Kennel License	50.00
6.03.310	Dangerous Dog Permit	250.00
6.03.360	Violation – Penalty	
	First Violation	25.00
	Second Violation	50.00
	Third Violation	75.00
	Fourth and Consecutive Violation	100.00
	( <i>Or as determined by the Hearing Examiner</i> )	

**Section 3. Title 8 - Health and Safety**

8.06.050	Fireworks - Retail Sales Permit Fee	25.00
8.06.090	Public Display Permit Fee	25.00
	( <i>Discharged Fireworks or fired arms</i> )	

**Section 4. Title 11 - Telecommunication**

11.14.110	Right-of-Way License, Master Permit or Facilities Lease	250.00
	( <i>initial application or renewal</i> )	
11.14.110	Right of Way Use Permit Fee	250.00

**Section 5. Title 12 - Streets, Sidewalks and Public Places**

12.04.030	Street Excavation Permit	25.00
	New Street Construction Permit	50.00

12.04.060	Nuisance – Cost of Engineering	Cost + 15%
12.04.100	Inspection Fee - Private Drive	15.00
	Inspection Fee - Single Road Cut	25.00
	Inspection Fee - Subdivision	100.00
	Street Cut Repair by City	1600.00
	<i>and anything above 16 sq.ft., will be \$ 10.00/ sq.ft.</i>	
12.06.030	State Highway Connection Permit	100.00
<b>Section 6. Title 13A - Public Utility Services - Water/Sewer</b>		
13A.12.120	Sewer Application and Investigation Fee	25.00
13A.16.010A	Sewer Connection	200.00
13A.16.010A	Sewer Replacement Permit	75.00
13A.16.010B	Public Sewer Charge	.01 per sq. ft./( 200.00 Cap.)
13A.16.020	Sewer Service Rates (0% increase)	
	1 unit Residential	\$38.55
	2 unit Residential	\$65.09
	3 unit Residential	\$91.62
	4 unit Residential	\$115.90
	5 unit Residential (apartment)	\$118.17
	1 unit Residential Senior	\$19.28
	Additional unit	\$26.54
	1 unit Industrial/Commercial	\$53.10
	2 unit Industrial/Commercial	\$79.64
	1 unit Residential Out of City Limits	\$57.83
	2 unit Residential Out of City Limits	\$84.34
	3 unit Residential Out of City Limits	\$110.90
	1 unit Residential Senior Out of City Limits	\$28.91
13A.16.030	Lien Fee	70.00
	Release Lien Fee	70.00
13A.16.040	Late Fee	10.00
13A.16.070	Vacant Premises (ON and/or OFF)	30.00
13A.20.010	Private Sewer System Permit	50.00
13A.24.070	Water Application	25.00
13A.28.020	Water Connections <b><u>(Plus any additional materials and labor)</u></b>	
	1" meter	1,000.00
	1 ½" meter	1,400.00
	2" meter	1,800.00
	3" meter	2,800.00
	4" meter	3,150.00
	6" meter	4,600.00
13A.28.020	Water Line Replacement Permit	75.00

13A.28.030A	Water Area Charge	.02 per sq.ft./(400.00 Cap.)
13A.26.040 and 13A.28.060	Water Service Rates (2% increase)	
3/4"	Residential	\$29.15
3/4"	Senior	\$14.58
3/4"	Senior Outside City Limits	\$21.87
3/4"	Outside City Limits	\$43.73
1"	Residential/Commercial 1 Unit	\$34.67
1.5"	Residential/Commercial 1 Unit	\$38.83
2"	Residential/Commercial 1 Unit	\$43.66
3"	Residential/Commercial 1 Unit	\$53.42
4"	Residential/Commercial 1 Unit	\$60.75
	Each Additional Unit	\$24.86
13A.28.050	Over 500 cu. ft/per 100 cu. ft.	1.35
	Over 500 cu. ft/per 100 cu. ft. Senior	.68
13A.28.070	Fire Hydrant Meters-Permit	50.00
	Deposit (refundable)	1200.00
	Minimum Fee per Load (500 cubic foot)	20.00
	Above 500 cubic foot - Additional charge	1.50/100cu.ft.
13A.28.090	Bulk Water Sales to Mobile Tanks – Permit	50.00
	Minimum Fee per Load (500 cubic foot)	20.00
	Above 500 cubic foot - Additional charge	1.50/100cu.ft.
13A.28.120	New Account Service Fee	15.00
13A.28.140	Meter Accuracy Re-Check	10.00
13A.28.150	Late Fee	10.00
13A.28.160	Lien Fee	70.00
13A.28.170	Service Shutoff	30.00
13A.32.020	Private Water System Permit	50.00
<b>Section 7. Title 15 – Building &amp; Construction</b>		
15.08.011	Building Inspection Re-Inspection Fee	75.00
	Demolition Permit	75.00
15.10.270	Flood Plain Development Permit	125.00
<b>Section 8. Title 16 - Environmental Protection</b>		
16.02.200	SEPA Environmental Checklist Review	50.00
	Shoreline Permit	50.00
<b>Section 9. Title 17 - Subdivisions</b>		
17.12.020(F)	Boundary Line Adjustments	75.00
17.12.100	Short Plats	500.00

17.12.130	Park Fees	.01 per sq.ft./20,000 sq.ft Cap.
17.14.060	Binding Site Plans - Other Construction Plan Review	200.00/acre
	Inspection- Cost billed to the City by the City engineer	
17.16.080	Long Plat - Residential Subdivision Only Application Submittal Fee	150.00 plus 20.00/lot
	<u>Construction Plan Review</u> - <i>Construction Plan Review to include engineering review fees billed by the City Engineer to the City due and payable to the City prior to final approval of the plat.</i>	
	<u>Construction Observation</u> - <i>Construction monitoring, inspection, and testing cost billed to the City by the City Engineer due and payable to the City prior to final approval of the Mylar plat map (Final Mylar plat map is the document to be filed at the County Auditor's Office prior to lot sale/s taking place).</i>	
	Resubmittal Fee - Base Fee	150.00
	Resubmitted Fee -Per Hour Fee	90.00
	Revision to Approve.	300.00
	Plat Vacations (RCW 58.17.212)	275.00

**Section 10. Land Use**

Conditional Use/Variance Permit Applications	250.00
Commercial Site Plan Review (Chapter 20.63.)	200.00
Residential/Special Use Permit	15.00
Zoning/Rezone	500.00
Annexation Application	250.00
Comprehensive Plan Amendment	200.00
Manufactured Home, Mobile Home, and Modular Home Placement Permit	200.00

**Section 11. Miscellaneous Fees**

NSF Check Charge	25.00
City Map (Large size)	3.00
Copies (per copy)	0.15
Scans (per page)	0.15
Council Meeting Minutes Video Tape	5.00
Council Meeting Minutes Audio Tape	5.00
Abatement Administrative Fees	50.00
Appeal Fee	50.00
Illegal Dumping Charge	500.00
Notary Public	(City Resident) No Charge (Non-Resident) 10.00
Community Center Rental Fees:	
Up to 6 hours	150.00
Deposit	100.00
Additional Hours (each)	20.00
Maintenance Crew Fees (per hour)	
Maintenance Supervisor	40.00
Maintenance Worker	35.00

Maintenance Equipment (per hour)	
Backhoe	80.00
Dump Truck	55.00
Pumper Truck	70.00

**Section 12.** This Resolution shall take full force and effect on January 1, 2016.

**PASSED** by the City Council of the City of Benton City, Washington, and approved as provided by law this 13 of December, 2016.

Resolution 2016-22, filed and recorded in the office of the City Clerk-Treasurer of the City of Benton City, Washington, this 13 of December, 2016.

---

Linda Lehman  
Mayor

Attest:

Approved as to Form:

---

Stephanie Haug, CMC  
City Clerk-Treasurer

---

Kerr Law Group  
City Attorney

# CITY OF BENTON CITY

*City Council Agenda Item*



## PROCESS INFORMATION

**SUBJECT:** Resolution #2016-23 - Engineer Service Contract  
Renewal

**DATE/ITEM:** 12-13-2016- H 5

## BUDGET INFORMATION

**DEPT:** General

**BUDGETED?**

**FUND:** General, Water, Sewer, St

**EXPENDITURE:** As needed

## DESCRIPTION/SUMMARY

### ACTION

Consideration of adoption of Resolution #2016-23, a resolution renewing the Engineering Services Agreement with Spink Engineering

### HISTORY

## ATTACHMENTS

- |                                     |    |
|-------------------------------------|----|
| 1) Resolution #2016-23 with Exhibit | 3) |
| 2)                                  | 4) |

## RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution #2016-23, a resolution renewing the Engineering Services Agreement with Spink Engineering

**RESOLUTION NO. 2016-23**

**A RESOLUTION RENEWING THE ENGINEERING SERVICES AGREEMENT WITH SPINK ENGINEERING**

**WHEREAS**, the City of Benton City is authorized by statute to secure engineering services for the benefit of the City; and

**WHEREAS**, in accordance with RCW 39.80.040, the City has previously established criteria and sought by competitive evaluation professional engineering services which were awarded to Spink Engineering under the terms of an Engineering Services Agreement dated August 21, 2005; and

**WHEREAS**, said Engineering Services Agreement provides for annual renewal, renewal which has been requested by Spink Engineering; 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 renew the Engineering Services Agreement with Spink Engineering for the calendar year of 2016 according to the same terms and conditions of that Agreement of August 21, 2005, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A.

**ADOPTED** this 13 day of December, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 13 day of December, 2016.

Resolution 2016-23 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 13 day of December, 2016.

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

Attest:

Approved as to Form:

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

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

**ENGINEERING SERVICES AGREEMENT  
SPINK ENGINEERING**

**THIS ENGINEERING SERVICES AGREEMENT** is entered into this 21 day of August, 2005, by and between Spink Engineering, hereinafter referred to as "*Engineer*", and the City of Benton City, a Washington Municipal Corporation, whose place of business is located at 708 9th Street, Benton City, Washington, hereinafter referred to as "*Client*."

The purpose of this Agreement is to provide a master contract for professional services that will be required by the *Client* for design and construction projects, day-to-day services, and other miscellaneous engineering services, hereinafter called "Projects."

*Engineer* shall render its services in accordance with generally accepted professional practices. *Engineer* shall, to the best of its knowledge, information and belief, comply with applicable laws, ordinances, codes, rules, regulations and permits in effect on the date this Agreement is signed. Notwithstanding any other provision(s) herein, nothing in this Agreement shall be construed so as to raise the standard of care otherwise applicable to *Engineer's* services provided hereunder.

The *Client* is contracting with *Engineer* to provide engineering services for the *Client* in any individual phase or all phases of the Projects to which this Agreement applies, and *Engineer* will furnish engineering services for Projects and give advice to the *Client* during the performance of the services hereunder.

It is anticipated that the services furnished by *Engineer* to the *Client* will be performed under a series of Task Orders defining the services to be performed (detailed scope), time of performance and cost for each phase of the services. These Task Orders are anticipated to be specific in nature and to cover individual projects or phases of projects. In addition to Task Order work, *Engineer* shall be available to the *Client* on a day-to-day on-call basis. The designated *Client* contacts for Task Orders and day-to-day services are the Mayor or the City Clerk.

*Client* and *Engineer*, in consideration of the mutual promises contained herein, agree as follows:

**1. Scope of Work**

- A. Task Orders. Prior to commencement of any phase of the services, it will be necessary for *Client* and *Engineer* to mutually agree upon and execute a Task Order for the specified phase. Each Task Order will be numbered numerically and will contain an Exhibit "B" attached hereto. Execution of this Agreement and of a Task Order will authorize the *Engineer* to proceed with that phase of the services under this Agreement. The *Engineer* is not authorized and shall not be required to proceed with any phase of consulting work until the *Client* and the *Engineer* have mutually agreed upon and executed subsequent Task Orders, and

likewise, the *Client* shall have no responsibility to make any payments to the *Engineer* for any services rendered unless a Task Order is agreed upon and executed prior to the rendering of said services.

- B. On-Call Services. The *Client* may seek the services of the *Engineer* on an as needed basis during regular business hours Monday through Friday. *Engineer* shall keep track of time expended on on-call services in one-tenth (1/10) of an hour increments and bill *Client* monthly for such hourly charges in accordance with the fee schedule attached hereto.
- C. Time Period for Performance of Services. The *Engineer* will commence the services as described on approved Task Orders in accordance with the time schedule set forth thereon and will proceed with such services in a diligent manner to completion. The *Client* and *Engineer* will cooperate one with the other in establishing time schedules for services rendered.
- D. Attendance at City Meetings. *Engineer* will attend council meetings and other meetings such as but not limited to the Technical Advisory Committee (TAC) or Benton-Franklin Council of Governments (BFCOG), as requested by the Mayor. *Client* to endeavor as much as possible to schedule *Engineer* early on the Agenda. Cost to be One Hundred Dollars (\$100.00) per meeting.

## 2. Payments

*Client* agrees to pay *Engineer* as follows:

- A. Cost for Services. The *Client* shall pay to the *Engineer*:
  - 1. A lump sum for the services scoped in the Task Order (Exhibit B); or
  - 2. Hourly costs based upon a fee schedule (Exhibit C) to be attached to the Task Order and made a part thereof.
  - 3. Direct expenses (travel costs, prints, reproductions, postage, etc.) shall be billed at invoice cost.
- B. Time of Payments. *Engineer* will submit monthly invoices for services rendered. *Client* shall process said invoices at the regular end of month voucher meeting in accordance with *Client's* required statutory procedure. If the *Client* is not a governmental agency with regular official meetings, the invoices shall become due and payable thirty (30) days after date of invoice. Late charges may be charged interest at the rate of twelve percent (12%) annually.
- C. Payments in Event of Termination. In the event this Agreement is terminated,

*Engineer* will be compensated for services performed under this Agreement to the date of termination in accordance with the above provisions for payments to the *Engineer*.

**3. Performance**

- A. Subcontractor. *Engineer* may use the services of its independent contractors to perform portion(s) of its obligations under this Agreement and *Engineer* will be responsible for their services and job performed under this Agreement. Service performed by independent contractors will bill to *Engineer* and *Client* will pay *Engineer* the actual cost plus ten percent (10%).
- B. Standard of Performance. The *Engineer* shall perform its services in accordance with generally accepted standards for the profession in which the *Engineer* is a licensed practitioner. The *Engineer* shall be responsible for the professional and technical soundness and accuracy of all work and services furnished under this Contract.

**4. Term of Contract**

- A. Duration of Work. The *Engineer* agrees that work shall begin on the tasks described in Section 1 immediately upon execution of this Agreement. The parties agree that the term of this Agreement shall be for twelve (12) months from the date of execution and shall be renewable on an annual basis.
- B. Termination. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other.

**5. Communications and Notices**

*Client:* Mayor Bryan Robinson  
City of Benton City  
708 9<sup>th</sup> Street  
PO Box 70  
Benton City, WA 99320  
(509) 588-3322

*Engineer:* Robert Spink  
SPINK ENGINEERING  
601 Knight Street  
Richland WA 99352  
(509) 946-1581

**6. Hold Harmless**

It is further agreed that *Engineer* shall defend, indemnify, and hold the *Client*, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the negligent performance of the contract, except for injuries and damages caused by the sole negligence of the *Client*.

7. **Relationship of Parties**

The parties intend that an independent contractor-client relationship will be created by this Agreement. No employee, agent, representative or subcontractor of the *Engineer* shall be or shall be deemed to be the employee, agent representative or subcontractor of the *Client*. None of the benefits provided by the *Client* to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the *Client* to the employees, agents, representatives or subcontractors of the *Engineer*. On or before the effective date of this Agreement, *Engineer* shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, as the same are required by RCW 51.08.195 in order to establish *Engineer's* status as an independent contractor.

*Engineer* shall be solely and entirely responsible for its acts and for the acts of *Engineer's* agents, employees, representatives and subcontractors during the performance of this Agreement. The *Client* may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the *Engineer* performs hereunder.

8. **Documents**

All drawings, specifications or studies prepared by the *Engineer* pursuant to this Agreement shall be the property of the *Client* and in the event of termination shall be delivered to the *Client* forthwith with no extra charges.

9. **Personal Services**

The *Engineer's* services rendered herein are considered to be the personal services of the *Engineer* and this Agreement may not be assigned or transferred to any other party. The *Engineer* may, however, employ other parties or entities it deems necessary or proper for any part of the work required to be performed under the terms of this Agreement, provided that no additional cost or expense to the *Client*, other than the *Engineer's* costs as outlined above.

10. **Discrimination**

In the hiring of employees for the performance of the work in this Agreement or any subcontract hereunder, the *Engineer*, its subcontractors, or any person acting on behalf of such *Engineer* or subcontractor shall not, by reason of race, religion, color, age, sex, national origin or the presence of any sensory, mental or physical handicap discriminate against any person who is qualified and available to perform the work to which the employment relates.

**11. Indemnification**

The *Engineer* will indemnify and hold harmless the *Client*, its officers, agents and employees, from and against all loss, liability or claims caused by the sole negligence of the *Engineer*, its agents, subcontractors or employees, in the performance of this Agreement, including claims by *Engineer's* own employees to which *Engineer* may otherwise be immune under Title 51 RCW. Such indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised prior to the culmination or institution of any litigation.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the *Engineer* and the *Client*, its officers, employees, agents or representatives, *Engineer's* liability hereunder shall only be to the extent of *Engineer's* negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes *Engineer's* waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

**12. Insurance**

At all times during the term of this Agreement, the *Engineer* shall, at its own cost, maintain the following insurance:

- A. Workers Compensation Insurance in accordance with the laws of the State of Washington and the laws of such other jurisdictions as may apply.
- B. Comprehensive General Liability Insurance, including vehicle liability, for bodily injury, including accidental death, in an amount of not less than \$1,000,000 for the death or injury to any one person and \$1,000,000 for death or injury to two or more persons in any one occurrence, and property damage insurance in an amount not less than \$1,000,000 for each occurrence.
- C. Professional Liability Insurance (Errors and Omissions, on a claims-made basis) consisting of \$500,000 per claim and \$1,000,000 annual aggregate.
- D. *Engineer's* insurance coverage shall be primary as respects the *Client*, its officers, officials, employees agents, representatives or volunteers. Any deductibles or

self-insured retentions must be declared to and approved by the *Client*. At the option of the *Client*, the insurer shall reduce or eliminate such deductibles and/or self-insured retentions shall not apply to the *Engineer's* liability to the *Client* and shall be the sole responsibility of the *Engineer*. Any insurance maintained by the *Client* shall be in excess of the *Engineer's* insurance and shall not contribute with it.

- E. *Engineer* agrees to provide the *Client* with certificates of insurance evidencing the required coverage before execution of this Agreement. Each insurance policy required by this clause shall be written on an "occurrence form" for general liability and automobile insurance policies and "per claim form" for professional liability insurance and endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requests, has been given to the *Client*. *Client* reserves the right to require complete, certified copies of all required insurance policies, at any time.

13. **Governing Law**

This Agreement shall be governed by the laws of the State of Washington and the venue for any action herein shall be in the Superior Court of Benton County, Washington.

14. **Enforcement**

In the event suit or action is instituted by either party to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in such suit or action in both trial and appellate courts.

15. **Entire Agreement**

This written terms and provisions of this Agreement as Exhibit A, together with Exhibit B and C attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto.

16. **Modification**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the *Client* and *Engineer*.

17. **Assignment**



instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18 day of August, 2005.

Paula R. Kurth  
NOTARY PUBLIC in and for the State of Washington  
Residing at: Benton City  
My Commission Expires: 6/21/09





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

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Effective January 1, 2017

#### FEE SCHEDULE

Principal Engineer .....	\$105/hour
Professional Land Surveyor.....	\$105/hour
Project Engineer II .....	\$100/hour
Design Engineer.....	\$95/hour
Engineering Technician .....	\$95/hour
CAD Draftsman .....	\$85/hour
Engineering Intern .....	\$45/hour
Secretarial/Clerical .....	\$30/hour
Mileage Rate .....	\$0.55/mile

# CITY OF BENTON CITY

*City Council Agenda Item*



## PROCESS INFORMATION

**SUBJECT:** Resolution #2016-24- Street Sweeping Agreement –  
West Richland

**DATE/ITEM:** 12-13-2016- H 6

## BUDGET INFORMATION

**DEPT:** Streets

**BUDGETED?**

**FUND:** Streets

**EXPENDITURE:** Approx. \$6,000

## DESCRIPTION/SUMMARY

### ACTION

Consideration of adoption of Resolution #2016-24, a resolution authorizing the Mayor to sign amendment #5 to the Interlocal Agreement with West Richland, for Street Sweeping Services.

### HISTORY

The rate for 2016 was \$191.20/hr. This year's rate is \$175.05/hr.

## ATTACHMENTS

- |                                     |    |
|-------------------------------------|----|
| 1) Resolution #2016-24 with Exhibit | 3) |
| 2)                                  | 4) |

## RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution #2016-24, authorizing the Mayor to sign amendment #5 to the Interlocal Agreement with West Richland, for Street Sweeping Services.

**RESOLUTION NO. 2016-24**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN  
AMENDMENT #5 TO THE INTERLOCAL AGREEMENT  
WITH WEST RICHLAND FOR STREET SWEEPING  
SERVICES**

**WHEREAS**, the City of West Richland and the City of Benton City on July 24, 2012 executed a Interlocal Agreement For Street Sweeping Services; and

**WHEREAS**, Section 4(C), General Terms, states Benton City recognizes that annual written amendments to the hourly street sweeping rate in Attachment B on January 1<sup>st</sup> shall be necessary to allow West Richland to be fairly compensated for labor and equipment associated with street sweeping services. NOW THEREFORE,

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

That the Mayor of the City of Benton City, Washington, be and hereby is authorized and directed to sign the Amendment #5 to the Interlocal Agreement With West Richland For Street Sweeping Services.

**ADOPTED** this 13 day of December, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 13 day of December, 2016.

Resolution 2016-24 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 13 day of December, 2016.

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

Attest:

Approved as to Form:

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

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

**AMENDMENT #5  
INTERLOCAL AGREEMENT  
BETWEEN CITY OF WEST RICHLAND  
AND CITY OF BENTON CITY  
FOR STREET SWEEPING SERVICES**

THIS AMENDMENT IS ENTERED into by and between the CITY OF WEST RICHLAND, a municipal corporation of Benton County, Washington, hereinafter referred to as "West Richland" and CITY OF BENTON CITY, a municipal corporation of Benton County, Washington, hereinafter referred to as "BENTON CITY", for street sweeping services, and is effective January 1, 2017 upon execution by both parties.

WHEREAS, the City of West Richland and the City of Benton City on July 24, 2012 executed a Interlocal Agreement For Street Sweeping Services; and

WHEREAS, Section 4(C), General Terms, states Benton City recognizes that annual written amendments to the hourly street sweeping rate in Attachment B on January 1<sup>st</sup> shall be necessary to allow West Richland to be fairly compensated for labor and equipment associated with street sweeping services; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, City of West Richland and City of Benton City agree to the following amendment to Attachment B as follows:

## **Attachment B**

### **Street Sweeping Services**

2017 hourly rate, including labor, equipment, and administrative fee, shall be \$175.05/hr.  
(hourly rate to be charged from West Richland's shop to West Richland's shop)

Rate to be amended annually on January 1st

West Richland and Benton City shall each approve this Amendment by appropriate motion, resolution or ordinance. Each party represents to the other party that it has the power and authority to execute this Amendment

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

City of Benton City

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

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

\_\_\_\_\_  
City Clerk - Treasurer

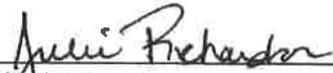
Approved As to Form: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

City of West Richland

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

Brent Gerry  
Mayor

Attest:  \_\_\_\_\_

Julie Richardson  
City Clerk

Approved As to Form:  \_\_\_\_\_

Bronson Brown  
City Attorney

# CITY OF BENTON CITY

*City Council Agenda Item*



## PROCESS INFORMATION

**SUBJECT:** Resolution #2016-25- Energy and Solar Proposals-  
Department of Enterprise Services

**DATE/ITEM:** 12-13-2016- H 7

## BUDGET INFORMATION

**DEPT:** General, Water, Sewer

**BUDGETED?**

**FUND:** General, Water, Sewer

**EXPENDITURE:**

## DESCRIPTION/SUMMARY

### ACTION

Consideration of approval of Resolution #2016-25, authorizing the Mayor to sign the Energy Audit Agreements between the City of Benton City and the Department of Enterprise Services.

### HISTORY

## ATTACHMENTS

- |                                      |    |
|--------------------------------------|----|
| 1) Resolution #2016-25 with exhibits | 3) |
| 2)                                   | 4) |

## RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution #2016-25, authorizing the Mayor to sign the Energy Audit Agreements between the City of Benton City and the Department of Enterprise Services.

**RESOLUTION NO. 2016-25**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE ENERGY AUDIT AGREEMENTS BETWEEN THE CITY OF BENTON CITY AND THE DEPARTMENT OF ENTERPRISE SERVICES**

**WHEREAS**, the City is the owner of certain capital assets that require use of energy within the City of Benton City; and

**WHEREAS**, the City of Benton City desires to engage in an audit of the use of the energy required to operate these capital assets with Apollo Energy Solutions for possible grant funding through the Department of Energy Services to increase energy efficiency and further stewardship of City resources; and

**WHEREAS**, the City of Benton City wishes to enter into Agreements with the Department of Energy Services to obtain audit services that will be performed by Apollo Energy Solutions; and

**WHEREAS**, the City of Benton City is in a position to sign agreements that would bind the City to pay for the energy audit services should funding not be acquired through a final grant with Department of Enterprise Services, the City of Benton City would be responsible to reimburse the Department of Enterprise Services for the energy audits provided by Apollo Energy Services; **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 Energy Audit Agreements known as 2017-146 A (1) and 2017-146 B (2) between the City of Benton City, Washington, and the Department of Enterprise Services, copies of which are attached hereto and incorporated herein by this reference as Exhibit A and Exhibit B; and to take all necessary steps required for the implementation of this Agreement.

**ADOPTED** this 13 day of December, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 13 day of December, 2016.

Resolution 2016-25 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 13 day of December, 2016.

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

Attest:

Approved as to Form:

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

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



**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

*1500 Jefferson St. SE, Olympia, WA 98501  
 PO Box 41476, Olympia, WA 98504-1476*

December 6, 2016

TO: Linda Lehman, Benton City

FROM: Eddie Miller, Contract Specialist, (360) 407-9363

RE: Agreement No. 2017-146 A (1)  
 Detailed Investment Grade Energy Audit and Energy Services Proposal  
 Energy Upgrades – Various Facilities

Apollo Solutions Group

SUBJECT: Funding Approval

The Department of Enterprise Services, Engineering & Architectural Services, requires funding approval for the above referenced contract document(s). The amount required is as follows:

Energy Audit and Energy Services Proposal	\$ 17,000.00
<b>Total</b>	<b>\$ 17,000.00</b>

**In accordance with the provisions of RCW 43.88, the signature affixed below certifies to Engineering & Architectural Services that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.**

By \_\_\_\_\_ Date \_\_\_\_\_  
 Name / Title

Please sign and return this form to E&AS. If you have any questions, please call me.



STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501  
PO Box 41476, Olympia, WA 98504-1476

December 6, 2016

TO: Linda Lehman, Benton City  
FROM: Eddie Miller, Contract Specialist, (360) 407-9363  
RE: Agreement No. 2017-146 B (2)  
Detailed Investment Grade Energy Audit and Energy Services Proposal  
Waste Water Treatment Plant Solar Photovoltaic

Apollo Solutions Group

SUBJECT: Funding Approval

The Department of Enterprise Services, Engineering & Architectural Services, requires funding approval for the above referenced contract document(s). The amount required is as follows:

Energy Audit and Energy Services Proposal	\$ 15,000.00
<b>Total</b>	<b>\$ 15,000.00</b>

**In accordance with the provisions of RCW 43.88, the signature affixed below certifies to Engineering & Architectural Services that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.**

By \_\_\_\_\_ Date \_\_\_\_\_  
Name / Title

Please sign and return this form to E&AS. If you have any questions, please call me.

2017146Bfundem

# CITY OF BENTON CITY

*City Council Agenda Item*



## PROCESS INFORMATION

**SUBJECT:** City Hall Layout

**DATE/ITEM:** 12-13-2016- H 8

## BUDGET INFORMATION

**DEPT:** All

**BUDGETED?**

**FUND:** All

**EXPENDITURE:**

## DESCRIPTION/SUMMARY

### ACTION

Review proposed City Hall layout as approved by the Mayor and Staff.

### HISTORY

## ATTACHMENTS

- |   |    |
|---|----|
| 1) Chronology of City Hall Remodel Project to Date- Spink Engineering | 3) |
| 2)  | 4) |

## RECOMMENDED ACTION/SAMPLE MOTION

I move to approve the proposed City Hall layout as proposed by the City Engineer and authorize him to prepare bid documents for the remodel project.



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

Benton City  
 Job #16-103  
 City Hall Remodel

### Chronology of City Hall Remodel Project to Date

January 5, 2016	Council Approves motion to have Spink Engineering conduct an Architectural/Structural Feasibility report, obtain estimates for re-ordering work space and evaluate the cost of eliminating water ingress at City Hall.
February 16, 2016	Discuss City Hall project at Council Meeting
February 22, 2016	Test basement ceiling tile for asbestos – results negative.
February 25, 2016	Mold removal completed and “emergency” basis.
March 2, 2016	Letter from Berkey Engineering
April 19, 2016	McCue Layout after meeting with Mayor and Alan
May 17, 2016	Workshop – Alan presented City Hall Feasibility Study (May 13, 2016)
May 31, 2016	Air Sampling conducted
June 7, 2016	Updated City Hall Feasibility Study (June 1, 2016) discussed at Council Meeting
June 9, 2016	Air Sampling Results – presence of mold
June 21, 2016	Update on City Hall project – cost for occupancy of existing building, no remodel presented
August 16, 2016	Engineering Task Order for City Hall Remodel Design Approved
August 24, 2016	Design Team Meeting – Spink Engineering, Tate Architecture & Berkey Engineering
August	Meeting held with Mayor, Architect and Spink Engineering to discuss
September	Mold removal from “Sheriff’s Office”
October 11, 2016	Tate Architecture provides preliminary layout base on keep original roof
October 13, 2016	Tate Architecture provides revised layout
October 25, 2016	Tate Architecture provides revised layout
October 28, 2016	Architect meeting with Mayor, Staff and Spink Engineering
November 4, 2016	Mayor, Stephanie and Alan, work on layout and provide an agreed layout to Tate Arch.

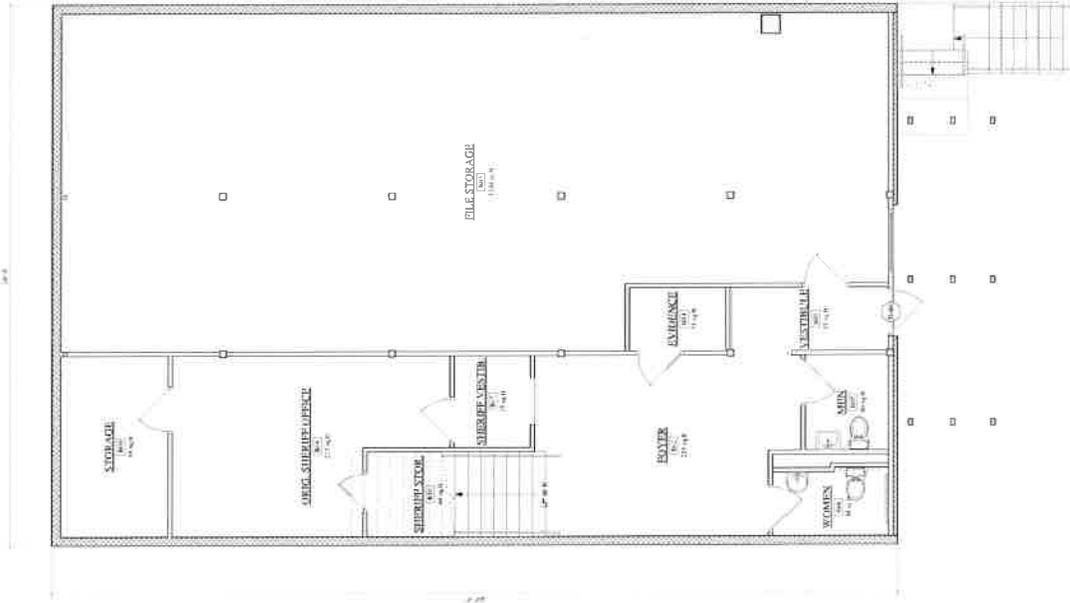
[Name of Recipient]

[Date]

Page 2 of 2

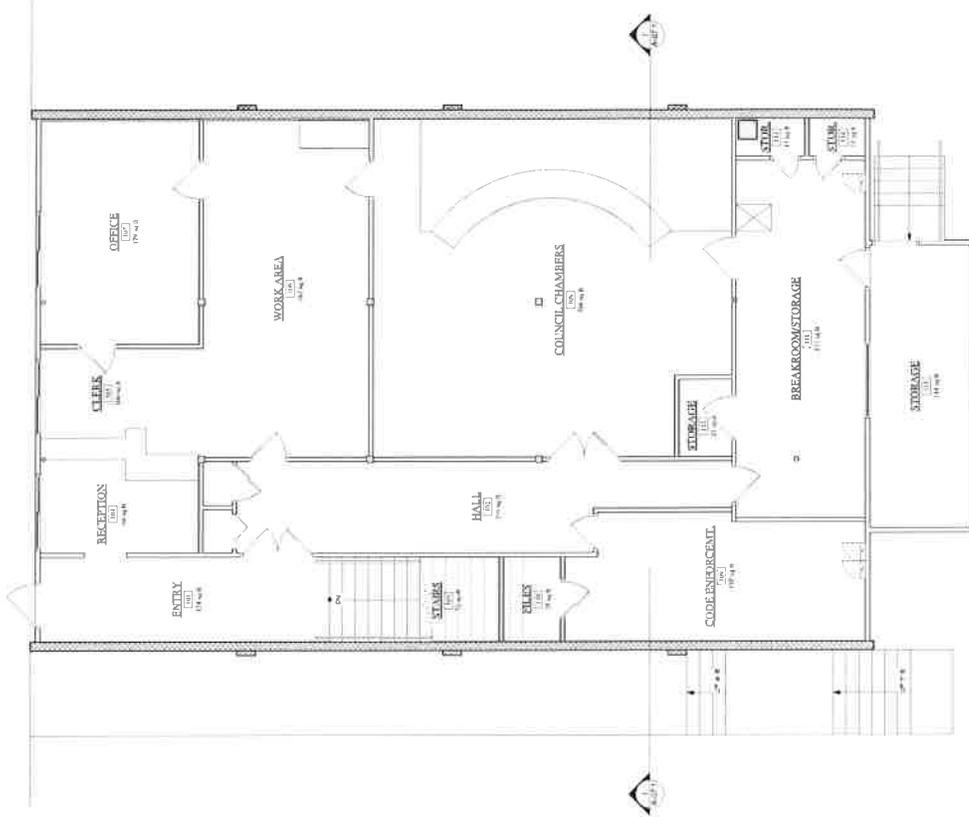
November 11, 2016	Tate Architecture provides a revised layout based on agreed layout.
December 13, 2016	Layout drawings presented to Council

EXISTING BUILDING LAYOUT



AS-BUILT BASEMENT FLOOR PLAN

Scale: 1/4" = 1'-0"



AS-BUILT MAIN FLOOR PLAN

Scale: 1/4" = 1'-0"

ARCHITECTURAL PLANS FOR  
B.C. CITY HALL TENANT IMPROVEMENT

Benon City, Washington

OWNER: City of Benon City

Tate Architecture  
1315 W. River Boulevard  
P.O. Box 9920  
Spokane, WA 99209  
(509) 325-8700

Spink Engineering  
1500 W. 1st  
Spokane, WA 99201  
(509) 325-8700

DATE: 11/17/14  
DRAWN: JTB  
CHECKED: JTB  
SCALE: AS SHOWN



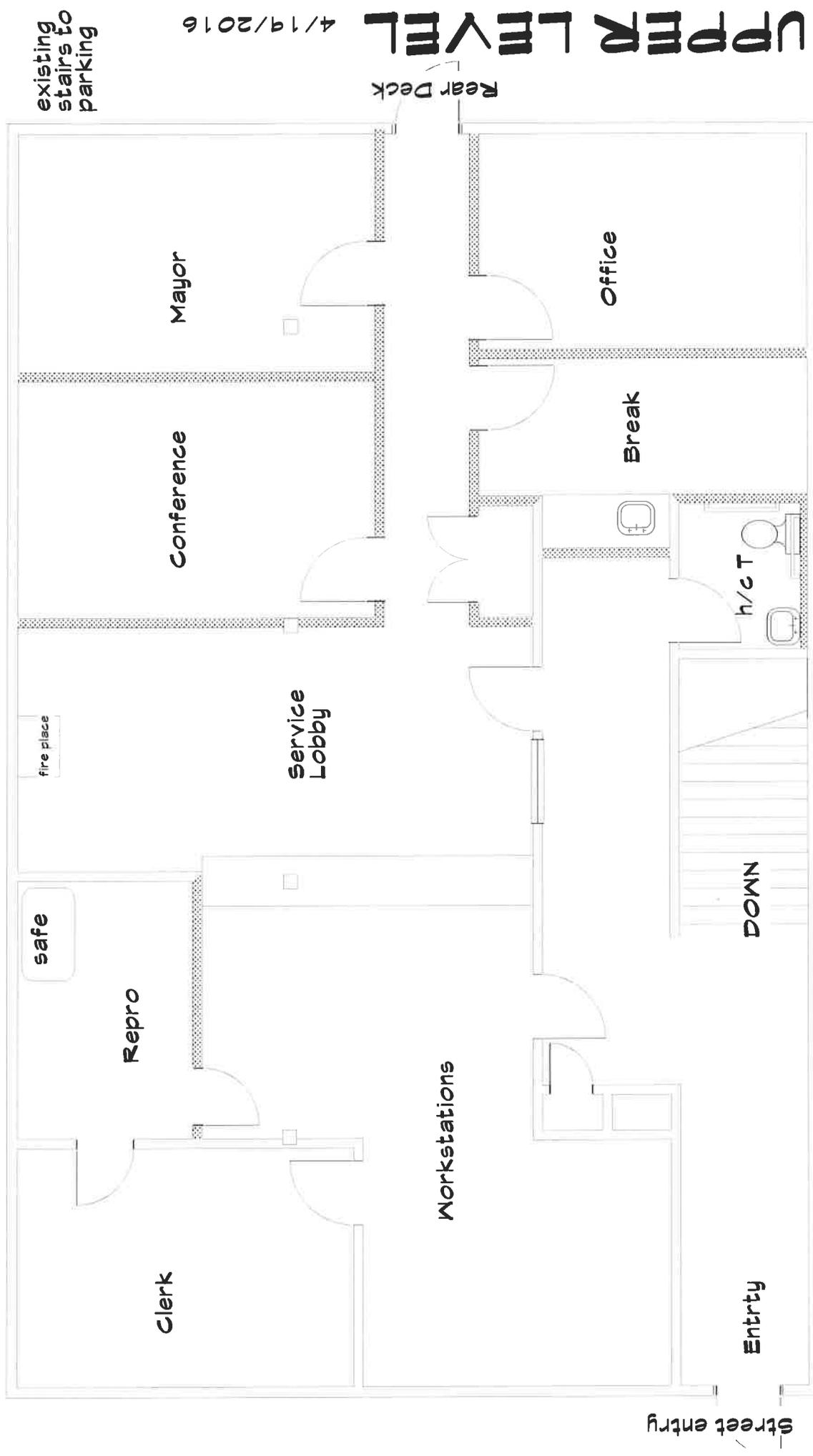
NO.	DATE	DESCRIPTION
1	11/17/14	ISSUED FOR PERMIT
2	11/17/14	REVISED PER CITY COMMENTS

AS-BUILT PLANS

As Shown

A-02.1

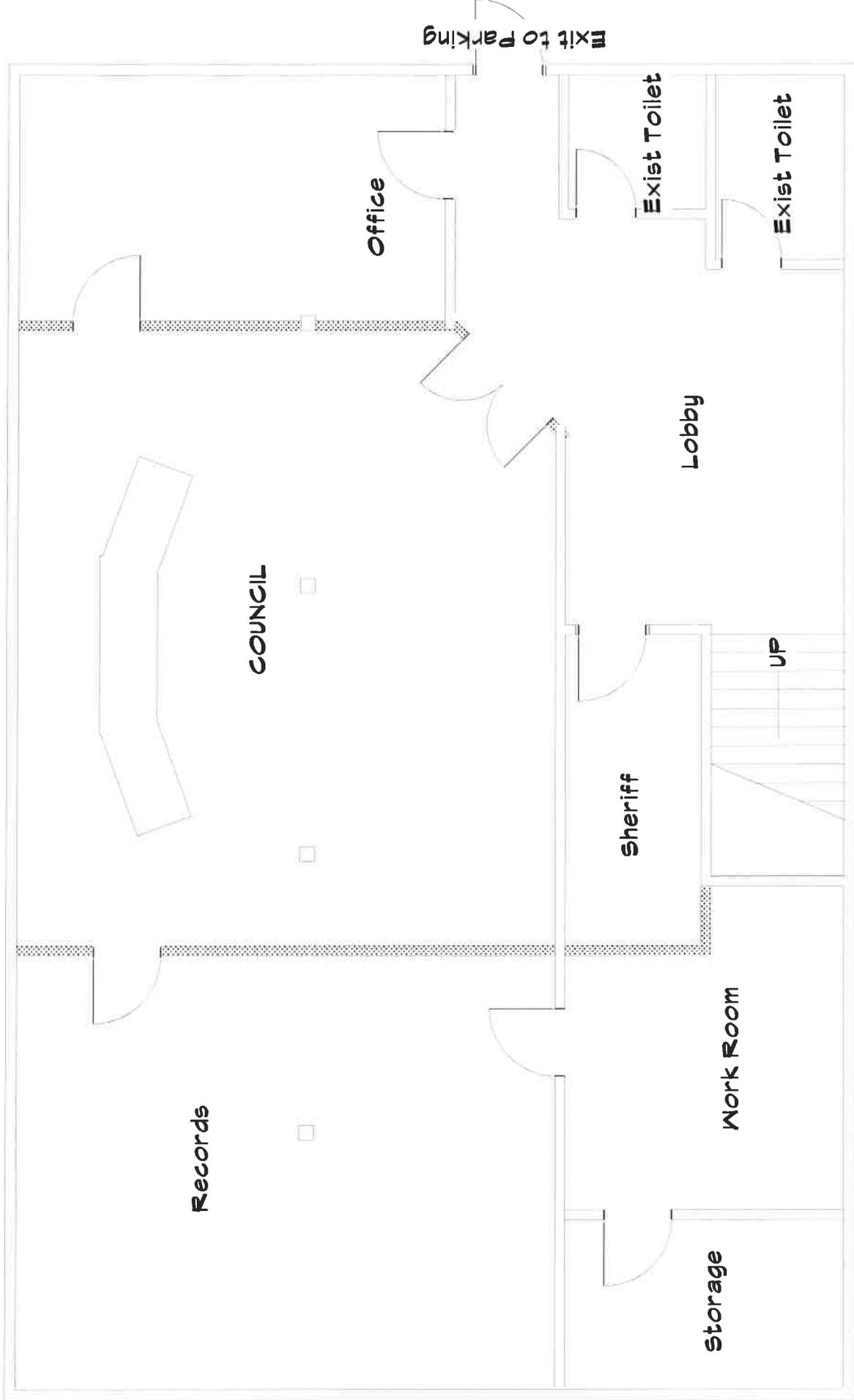
NINE SHEETS



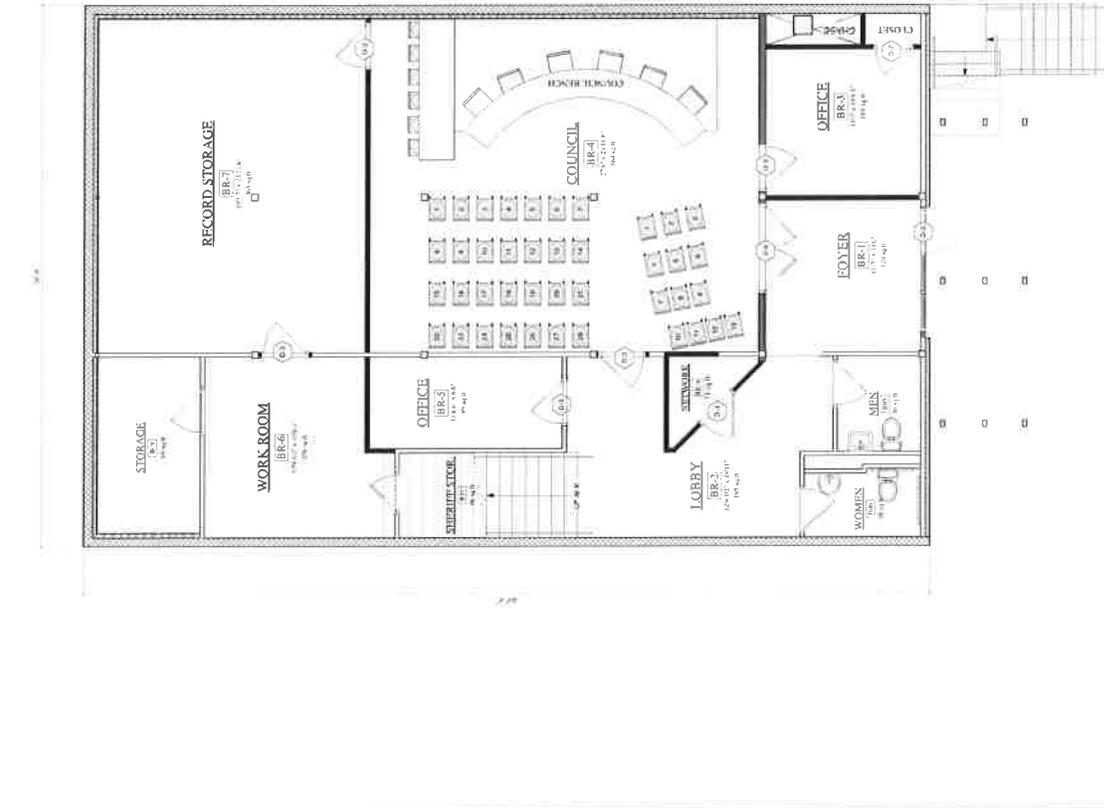
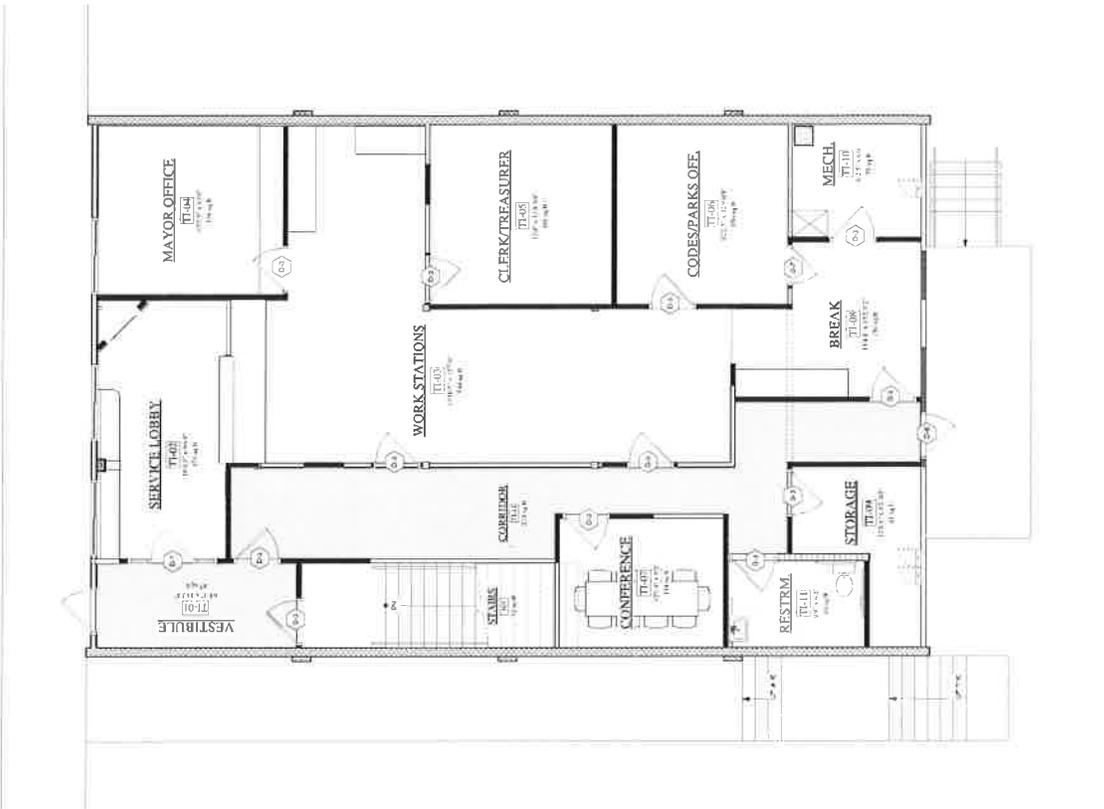
INITIAL LAYOUT BY McCUE - MAIN FLOOR

# LOWER LEVEL

4/19/2016

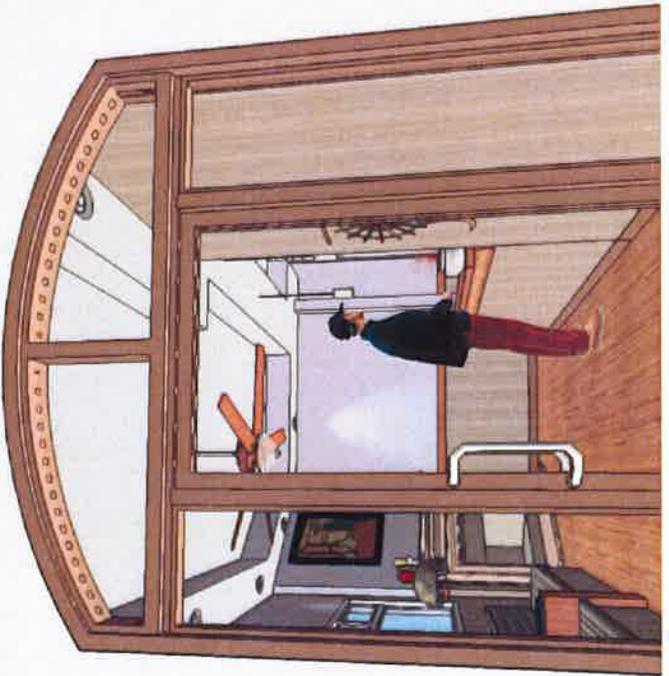
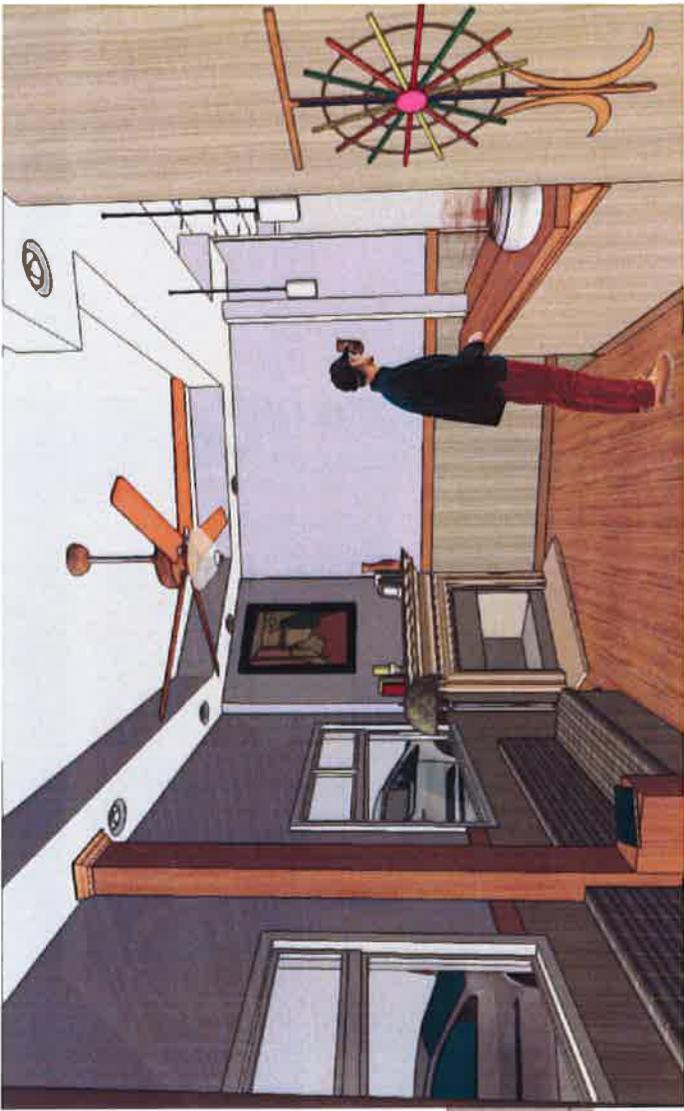


INITIAL LAYOUT BY McCUE - BASEMENT LEVEL



MAIN FLOOR REMODEL PLAN

BASEMENT REMODEL FLOOR PLAN



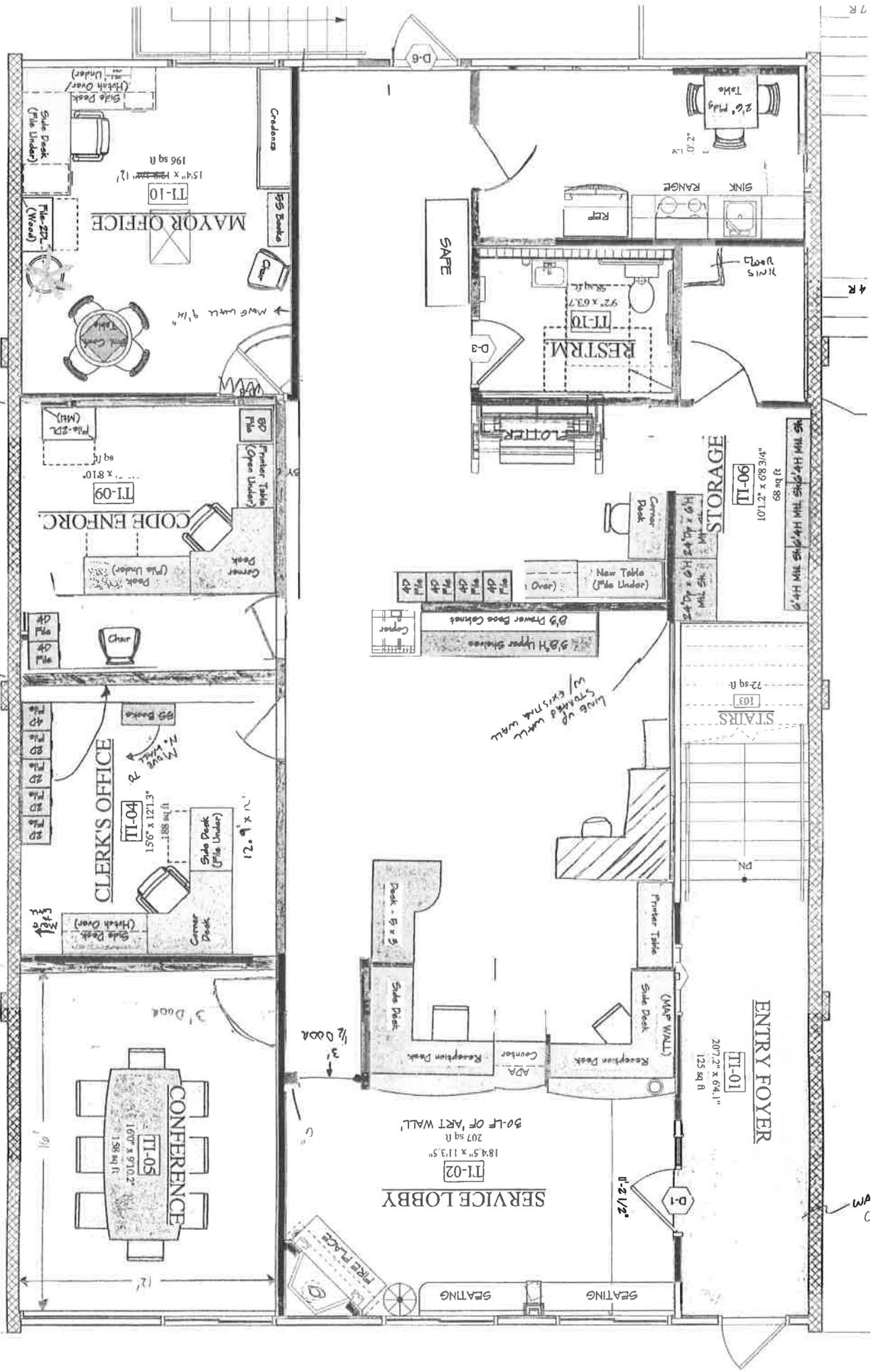


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Bad Intentions Skate Gear  
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AGREED LAYOUT



36'-4"

**RECORD STORAGE**

**BR-7**  
193.7' x 23'11.8"  
463 sq ft

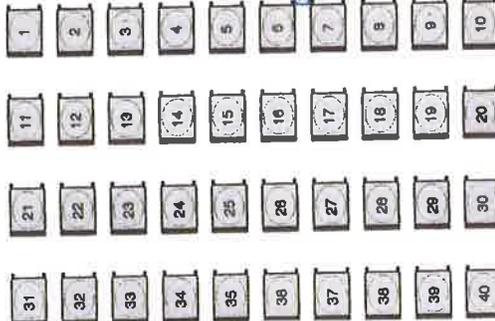
**SHERIFF STOR.**

**B10**  
48 sq ft

UP 1/2 R

**COUNCIL BENCH**

**COUNCIL**  
**BR-4**  
278' x 23'11.8"  
664 sq ft



**LOBBY**

**BR-2**  
129 1/2' x 18'11"  
195 sq ft

**STORAGE**

**BR-8**  
24 sq ft

**WOMEN**

**B06**  
38 sq ft

**MEN**

**B05**  
40 sq ft

**FOYER**

**BR-1**  
11'-7" x 11'-0"  
120 sq ft

**OFFICE**

**BR-3**  
11'-0" x 10'-8.5"  
118 sq ft

CHASE

CLOSET

AGREED LAYOUT

D-3

D-3

D-3

D-4

D-3

D-2

1





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

*December 7 - December 13, 2016*

FUND NAME	FUND NO.	PAYROLL	CLAIMS	TOTAL
CURRENT EXPENSE	001	28,630.72	37,340.54	65,971.26
CITY STREET	101	6,017.20	1,945.07	7,962.27
ARCHIVE	103			0.00
PARK & RECREATION CAPITAL IMPROVEMENT	302		5,411.46	5,411.46
I-82 BUSINESS PARK	350			0.00
WATER	401	14,618.52	2,955.45	17,573.97
SEWER	402	13,506.13	57,637.70	71,143.83
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>62,772.57</b>	<b>105,290.22</b>	<b>168,062.79</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 13th day of December, 2016.

**VOUCHER APPROVAL**

I move to approve payment of Claim check numbers:

28122 thru 28146 with EFTs as listed in the amount of \$ 105,290.22

And Payroll Check numbers:

28081 thru 28090 with EFTs as listed in the amount of \$ 62,772.57

this 13th day of December, 2016.

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

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

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

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

# CHECK REGISTER

City Of Benton City  
MCAG #: 199

11/01/2016 To: 11/30/2016

Time: 11:11:15 Date: 12/09/2016  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3958	11/15/2016	Payroll	1	EFT		1,552.18	
3959	11/15/2016	Payroll	1	EFT		1,442.01	
3960	11/15/2016	Payroll	1	EFT		1,503.47	
3961	11/15/2016	Payroll	1	EFT		1,780.87	
3962	11/15/2016	Payroll	1	EFT		1,421.05	
3964	11/15/2016	Payroll	1	EFT		1,089.43	
3965	11/15/2016	Payroll	1	EFT		2,234.60	
3966	11/15/2016	Payroll	1	EFT		1,390.74	
3971	11/15/2016	Payroll	1	EFT	Department of Retirement Systems	600.00	11/01/2016 To 11/15/2016 - Deferred Comp.
4074	11/30/2016	Payroll	1	EFT		1,405.93	
4075	11/30/2016	Payroll	1	EFT		1,445.64	
4077	11/30/2016	Payroll	1	EFT		1,773.12	
4078	11/30/2016	Payroll	1	EFT		1,781.45	
4079	11/30/2016	Payroll	1	EFT		1,421.37	
4084	11/30/2016	Payroll	1	EFT		1,091.35	
4085	11/30/2016	Payroll	1	EFT		2,035.63	
4088	11/30/2016	Payroll	1	EFT		1,391.48	
4089	11/30/2016	Payroll	1	EFT	Aflac	599.58	11/01/2016 To 11/30/2016 - Aflac - Accident (Pre); 11/01/2016 To 11/30/2016 - Aflac - STD (Post); 11/01/2016 To 11/30/2016 - Aflac - Hospital IC (Pre)
4090	11/30/2016	Payroll	1	EFT	Department of Retirement Systems	7,364.21	11/01/2016 To 11/30/2016 - PRS2
4091	11/30/2016	Payroll	1	EFT	Department of Retirement Systems	600.00	11/16/2016 To 11/30/2016 - Deferred Comp.
4092	11/30/2016	Payroll	1	EFT	IRS - EFT Processing System	11,250.98	941 Deposit For 11/01/2016 - 11/30/2016
3963	11/15/2016	Payroll	1	28081		1,765.43	
4076	11/30/2016	Payroll	1	28082		203.79	
4080	11/30/2016	Payroll	1	28083		1,955.39	
4081	11/30/2016	Payroll	1	28084		711.80	
4082	11/30/2016	Payroll	1	28085		207.79	
4083	11/30/2016	Payroll	1	28086		224.73	
4086	11/30/2016	Payroll	1	28087		69.26	
4087	11/30/2016	Payroll	1	28088		207.79	
4093	11/30/2016	Payroll	1	28089	Teamsters Local 839	430.00	11/01/2016 To 11/30/2016 - TEAMSTERS 839
4094	11/30/2016	Payroll	1	28090	Washington Teamsters Welfare Trust	11,821.50	11/01/2016 To 11/30/2016 - NW Admin
						28,630.72	
						6,017.20	
						14,618.52	
						13,506.13	
						62,772.57	Payroll:
							62,772.57

# CHECK REGISTER

City Of Benton City  
MCAG #: 199

12/07/2016 To: 12/13/2016

Time: 11:11:43 Date: 12/09/2016  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4186	12/13/2016	Claims	1	EFT	Benton PUD	38.63	Acct No. 2898300000
4187	12/13/2016	Claims	1	EFT	Wright Express FSC Fleet Conoco	111.39	Acct No. 0203-00-107379-0/Inv No. 47798814
4188	12/13/2016	Claims	1	28122	Able Tank & Toilet	144.00	Acct No. 3961456/Inv No. 2108010
4189	12/13/2016	Claims	1	28123	Basin Department Store	108.59	PO#16-049/Inv No. 912145
4190	12/13/2016	Claims	1	28124	Blue Tarp Financial, Inc.	204.98	Acct No. 142586/Inv No. 36702577/PO#16-051
4191	12/13/2016	Claims	1	28125	Canon Solutions America, Inc.	123.20	Acct No. 1847649/Inv No. 4020867771
4192	12/13/2016	Claims	1	28126	Cintas Corporation #608	1,930.49	Acct No. 608-01838 11/01/16 - 11/30/16
4193	12/13/2016	Claims	1	28127	Crystal Springs	66.03	Acct No. 30112065416923/Inv No. 5416923 120316
4194	12/13/2016	Claims	1	28128	Dog Waste Depot	78.00	PO#16-050/Inv No. 129405
4195	12/13/2016	Claims	1	28129	Ed's Disposal	702.53	Acct No 2007139/Inv No 2107471; Acct No. 2901037/Inv No. 2107602
4196	12/13/2016	Claims	1	28130	Frontier	1,229.06	City Landlines
4197	12/13/2016	Claims	1	28131	Maria Gomez	100.00	Community Center Deposit Refund
4198	12/13/2016	Claims	1	28132	Kerr Law Group	8,802.00	File #38766-00001/Inv No
4199	12/13/2016	Claims	1	28133	Les Schwab Tires	919.50	Acct No. 78300455/Inv No.78300099203
4200	12/13/2016	Claims	1	28134	Mail Finance	961.10	Acct No. 00189378/Inv No. N6235800
4201	12/13/2016	Claims	1	28135	Sergio Munoz	150.00	2016 Work Boot Allowance
4202	12/13/2016	Claims	1	28136	Overhead Door Company Of Tri-Cities	4,261.46	Inv No. 16624; Inv No. 16437
4203	12/13/2016	Claims	1	28137	Kent Parker	1,000.00	January 2017 Rent 1009 Dale Ave. Ste A
4204	12/13/2016	Claims	1	28138	Spink Engineering	26,335.00	Inv No. 2016-12 November Charges
4205	12/13/2016	Claims	1	28139	Tate Architecture	2,799.55	Project No. 816123/Inv No. 004
4206	12/13/2016	Claims	1	28140	The Building Department Inc.	947.10	Inv No. 862 - November 2016
4207	12/13/2016	Claims	1	28141	Tri-City Herald	269.56	Acct No. 447464 10/31/16-11/27/16
4208	12/13/2016	Claims	1	28142	US Bank - Visa	825.14	Acct No. 4798 1758 4500 0205
4209	12/13/2016	Claims	1	28143	US Linen	45.12	Acct No. 150450/Nov 3 2016-Dec 1 2016
4210	12/13/2016	Claims	1	28144	Utilities Underground Location Ctr.	12.90	Acct No. 144600/Inv No. 6110111
4211	12/13/2016	Claims	1	28145	WA Assn. of Building Officials	95.00	Inv No. WABO2017
4212	12/13/2016	Claims	1	28146	WA St Dept of Ecology	53,029.89	Loan #L030025A
						37,340.54	001 Current Expense Fund
						1,945.07	101 City Street Fund
						5,411.46	302 Park & Recreation Fund
						2,955.45	401 Water Fund
						57,637.70	402 Sewer Fund
						105,290.22	Claims: 105,290.22
						105,290.22	