



REGULAR CITY COUNCIL MEETING

June 21, 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 – June 7, 2016*

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

1. *Liquor License Application- Wild Boar Grill*

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

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

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

G. REGULAR REPORTS:

1. Sheriff Report
2. Staff Report
 - a) Code Report
3. Engineer Report
4. Council Committee Reports

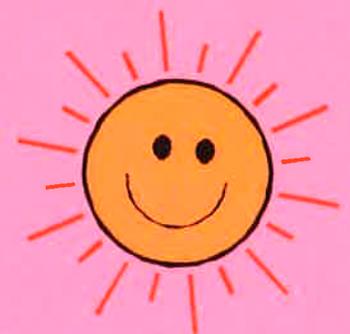
H. ITEMS FOR APPROVAL:

1. PUBLIC HEARING –Six Year Street Plan
2. Resolution #2016-10- Six Year Street Plan
3. Resolution #2016-11- Lions Club Fireworks Contract
4. First Reading – Ordinance – Impact Fees
5. First Reading – Ordinance – Sewer Lines
6. Purchase Request- Plasma Cutter – *Kyle Kurth*
7. Staff Training Contract & City Hall Closure -- *Mayor Lehman*
8. Well # 5 Change Order #3- *Spink Engineering*
9. Update on DNR and Appraisal- *Tri-City Realty Group*
10. Resolution #2016-12- Contract Renewal – *Tri-City Real Estate*
11. City Hall Construction- Update- *Spink Engineering*
12. Vouchers

I. ITEMS FOR DISCUSSION:

J. GENERAL COUNCIL COMMENTS:

K. ADJOURNMENT



**City of Benton City
Regular Council Meeting Minutes
June 7th, 2016**

CALL TO ORDER – Mayor Lehman called the June 7th, 2016 Regular Council meeting at the Community Center to order at 7:00 p.m. (00:08:17*Audio recording begins)

PRESENTATION OF THE COLORS – Councilmember Lettau led the Council and audience in the Pledge of Allegiance. (00:08:27*)

ROLL CALL (00:08:48*) Council Members Present –

Mary Lettau
Dave Sandretto
Jake Mokler
Lisa Stade
Vanessa Coates

City Staff Present

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

Other Professionals Present –

Alan Rainey, City Engineer, Spink Engineering LLC
Lee Kerr, City Attorney, Kerr Law Group
Larry Howell, Chairman, Benton City E.D.C.
Randy Rutledge, Consultant, Benton City E.D.C.

READING AND APPROVAL OF MINUTES (00:09:07*) - REGULAR MEETING - MAY 17th, 2016 – WORKSHOP MEETING – MAY 17, 2016

Councilmember Lettau: Madam Mayor, I make a motion to approve the Minutes of the May 17th Meeting and the May 17th Workshop as presented.

Councilmember Sandretto: Second.

MOTION #1- C. M. Lettau moved and C. D. Sandretto seconded to approve the Minutes of the May 17th, 2016 regular Council Meeting and the May 17th, 2016 Workshop Meeting as presented.

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

OPENING REMARKS, “HOUSEKEEPING” ITEMS, EXECUTIVE SESSION REQUESTS, ETC.
(00:09:47*)

Councilmember Stade: Madam Mayor, I don't know if you'd like me to have this be added as an Item for Discussion on an otherwise long list or at what point to request to see if there would be a time where we could all meet to be appraised of the Tri-City Realty's progress with DNR lands because I know that their contract is coming up for renewal July 1st and I don't want to be in a position where we're making a decision just the meeting before that and if we have any questions or anything, there couldn't be time to discuss that; it would be either a "Yes" or a "No". So I'll add it to Items for Discussion. Number 8, actually probably 7 and then the Executive Session would be 8? Yep, 6a sounds great!

APPROVAL OF AGENDA – (00:10:49*)

Councilmember Sandretto: Madam Mayor, I'd like to move for the approval of the Agenda as amended.

Councilmember Lettau: I second.

MOTION #2- C. D. Sandretto moved and C. M. Lettau seconded to approve the Agenda of the June 7th, 2016 Regular Council Meeting as amended.

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

VISITOR COMMENTS (00:11:14*)

Heather Duncan, Benton City Chamber of Commerce – Monthly Chamber Luncheon – Thursday, June 16th – Speaker will be Stephanie Gangle, Visit Yakima – Tourism in the Yakima – **Citywide Yard Sale** – Saturday, June 11th - In park concessions – **Benton City Skate Jam** – Begins at 1 p.m. - 10 a.m. for younger kids

Steve Rouse, Demoss Road – Memorial Day Presentation at Evergreen Cemetery – Confronted and accused by Mayor regarding anonymous phone call – No apology – Below dignity of Mayor

Mayor Lehman: I apologize to you now; I got bad advice.

REGULAR REPORTS

- 1. EDC REPORT (00:14:20*) Larry Howell, Chairman, Benton City E.D.C./Randy Rutledge, Consultant, Benton City E.D.C** <<< Written report provided >>> * **Council Discussion** *
- 2. STAFF REPORT – (00:22:18*) Stephanie Haug, City Clerk/Treasurer - Maintenance Report** – In Packet * **Council Discussion** *
- 3. ENGINEER REPORT (00:24:19*) Alan Rainey, City Engineer, Spink Engineering LLC – Well #5** – Full start up this week – VFD (Variable Frequency Drive) Component Issue – Does not work at 104* - Air conditioning system needed – Portable unit estimate about \$300
- 4. COUNCIL COMMITTEE REPORTS (00:25:47*)**
Councilmember Stade – Benton Franklin Transit – Held public meetings and utilized data for route revisions – Gloria Boyce – New manager – Good leadership – More involved in outside groups – Event services – May be part of Vista Field project
Councilmember Mokler – BCES was cancelled – Earthquake study released – West Coast Quake Testing – Cascadia Rising – Testing of emergency systems

ITEMS FOR APPROVAL:

- 1. SCHEDULE SPECIAL MEETING – CITY FACILITY AND WALL VISIT (00:28:14*)**
(To include: Well #5/Booster Station/WWTP/All well locations) * **Council Discussion** *
Councilmember Sandretto: So, motion to set the meeting.

Councilmember Coates: Second.

MOTION #3- C. D. Sandretto moved and C. V. Coates seconded to schedule a special council meeting at the Community Center on June 28th from 6:00 p.m. to 7:30 p.m. for the purpose of touring the City facilities and wells.

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

- 2. VOUCHERS (00:36:57*)**

Councilmember Lettau: Madam Mayor, I move to approve payment of Claim check numbers 27700 thru 27728 with EFTs as listed in the amount of \$53,330.13 this 7th day of June, 2016.

Councilmember Coates: Second.

MOTION #4– C. M. Lettau moved and C. V. Coates seconded for the City Council of the City of Benton City, Washington, to hereby authorize payment of Claim check numbers 27700 thru 27728 with EFTs as listed in the amount of \$53,330.13 this 7th day of June, 2016.

ROLL CALL VOTE #4–C. V. Coates, C. D. Sandretto, C. J. Mokler, C. M. Lettau, C. L. Stade
ALL YEAS. Motion carries.

ITEMS FOR DISCUSSION - (00:37:50*)

- 1. LIONS CLUB FIREWORKS CONTRIBUTION – Wendy Davis, Treasurer, Benton City Lions Club**
Asking for approval of \$4,400 for Benton City show on 4th of July – Coed Softball Tournament
*** Council Consensus – Prepare for June 16th, 2015 Council Meeting ***

2. CITY HALL REMODEL/CONSTRUCTION-LOCAL PROGRAM, TIMELINE OPTIONS (00:40:35*)
Alan Rainey, City Engineer, Spink Engineering LLC – Five options: 1) Floor beam only; 2) Floor and ceiling; 3) Upstairs; 4) Full remodel and 5) New City Hall on Horne Drive * **Council Discussion** *
4. STAFF TRAINING (01:34:02*) **Mayor Lehman** * **Council Discussion** *
3. CITY COUNCIL GOALS (B.R.I.C.K.S.) & COUNCIL RULES (01:44:32*) **Mayor Lehman** * **Council Discussion***
5. VISIONING WORKSHOP (6/14) – PARKS & RECREATION FOCUS (01:50:20*) **Mayor Lehman** * **Council Discussion** *
6. JULY 4TH PARADE – PET ELECTIONS (01:53:43*) **Mayor Lehman** * **Council Discussion** *
- 6a. DNR LAND (01:57:40*) **Councilmember Stade** * **Council Discussion** *
7. EXECUTIVE SESSION – PURSUANT TO RCW 42.30.110(i) – **Kerr Law Group** (02:07:04*)
Mayor Lehman: Okay, that ends our public meeting; we're going into closed session.

Mr. Kerr: We're going to be adjourning to Executive Session, so we need to identify how long we're going to be in Executive Session and the purpose for our discussion in Executive Session. Executive Session, I am assuming, is in regards to potential litigation?

Ms. Haug: I think, probably start with ten minutes; does that, do you think, adequate?

Mr. Kerr: That would probably be sufficient, yes...

Ms. Haug: So, are you wanting to take a five minute break before we?...so it'll start at 9:04, for ten minutes.

<<<< Break for five minutes >>>>

**** Executive Session begins at 9:04 p.m. ** (02:08:16*Audio recording ends)**

Executive Session extended ten minutes at 9:14 p.m. (*)

**** Executive Session ends at 9:24 p.m. ** (*)**

Mayor Lehman: *I now close the Executive Session at 9:24 p.m. and reopen the regular Council Meeting.*

GENERAL COUNCIL COMMENTS (*) None

ADJOURNMENT – Mayor Lehman (*)

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

Councilmember Coates: *I second.*

MOTION #5– C. J. Mokler moved and C. V. Coates seconded to adjourn the June 7th, 2016 Regular Council Meeting at 9:42 p.m.

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

Meeting adjourned at 7:52 p.m. (*)

Linda Lehman
 Mayor, City of Benton City

Stephanie Haug, CMC
 City Clerk-Treasurer

Date: _____

NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

License Division - 3000 Pacific, P.O. Box 43075

Olympia, WA 98504-3075

Customer Service: (360) 664-1600

Fax: (360) 753-2710

Website: <http://lcb.wa.gov>

TO: MAYOR OF BENTON CITY
RE: NEW APPLICATION

RETURN TO: localauthority@sp.lcb.wa.gov

DATE: 6/14/16

UBI: 603-620-523-001-0001

License: 088079 - 4D County: 03
Tradename: WILD BOAR GRILL

Address: 623 9TH ST
BENTON CITY WA 99353

Phone No.: 509-572-7685 MICHELLE PETERSON

APPLICANTS:

PETERSEN LLC

PETERSEN, MICHELLE ANN
1974-08-01

PETERSEN, KORRY ARNOLD ERN
1976-03-20

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE +

As required by RCW 66.24.010(8), the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI desk at (360) 664-1724.

- | | YES | NO |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

BENTON COUNTY SHERIFF'S OFFICE
BENTON CITY
MAY 2016

During May 2016, the Benton County Sheriff's Office responded to 340 calls for service (237 in 2015). Attached is a schedule indicating the 34 case offenses resulting from the 340 calls for service (22 in 2015). During this month, 29 infraction offenses were issued.

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

BENTON CITY MONTHLY REPORT

May-16						May-15						
INCIDENT	TOTAL	AA	AJ	EA	EJ	U	INCIDENT	TOTAL	AA	AJ	EA	EJ
A/DUI							A/DUI					
A/FATAL							A/FATAL					
A/FTSID							A/FTSID					
A/IND							A/IND					
A/OTH							A/OTH					
A/PED							A/PED					
A/VEH	4						A/VEH					
ABDUCT							ABDUCT					
ADULT/OTH							ADULT/OTH					
ALARM							ALARM					
ANIMAL							ANIMAL					
ARSON							ARSON					
ASSIST	2						ASSIST	1				
ASLT/DV	2	2					ASLT/DV	2	2			
ASLT/OFC							ASLT/OFC					
ASSAULT	1	1					ASSAULT	2	2			
ATL							ATL					
AUTO/THEFT							AUTO/THEFT	2				
BIGAMY							BIGAMY					
BOMB/THR							BOMB/THR					
BURG/ATT							BURG/ATT					
BURGLARY	2		5				BURGLARY	2	2			
BUS/SCHL							BUS/SCHL					
CHILD/OTH	1						CHILD/OTH					
CIVIL							CIVIL					
COUNTERF							COUNTERF					
DEATH							DEATH					
DIS/COND							DIS/COND					
DISTURB							DISTURB					
DOMESTIC							DOMESTIC					
DROWN							DROWN					
DUI	1	1					DUI					
DUMPING							DUMPING					
ELUDING							ELUDING					
EMBZL							EMBZL					
FIREWORKS							FIREWORKS					
FLD/ARR	5	5					FLD/ARR	6	6			
FORGERY							FORGERY					
FRAUD							FRAUD					
FT/REG							FT/REG					
FUGITIVE							FUGITIVE					
GAM/VIO							GAM/VIO					
GAMBL							GAMBL					
GANG/GRAF							GANG/GRAF					
HARASS							HARASS					
HAZ/MAT							HAZ/MAT					
HOMICIDE							HOMICIDE					
ID/THEFT							ID/THEFT					
INFO	1						INFO	1				
INTIMIDATE							INTIMIDATE					
KIDNAP							KIDNAP					
LEWD/COND	1	1					LEWD/COND					
LIQ/LAW							LIQ/LAW					
LITTER							LITTER					
LOIT							LOIT					
LURING							LURING					
MAL/HARAS							MAL/HARAS					
MAL/MISC	2	1					MAL/MISC					
MENTAL							MENTAL					
MINOR/TOB							MINOR/TOB					
MISSING	1						MISSING					
NARCOTICS	1	1					NARCOTICS					
NOISE ORD	1						NOISE ORD					
OBSTRUCT							OBSTRUCT					
ORDER/VIO							ORDER/VIO	1	1			

BENTON CITY MONTHLY REPORT

May-16							May-15					
INCIDENT	TOTAL	AA	AJ	EA	EJ	U	INCIDENT	TOTAL	AA	AJ	EA	EJ
PHONE							PHONE					
POSS/SPROP							POSS/SPROP					
PROPERTY	2						PROPERTY					
PROSTIT							PROSTIT					
RAPE	1	1					RAPE					
REC/STLN							REC/STLN					
ROBBERY							ROBBERY					
RUN/RTN							RUN/RTN					
RUNAWAY							RUNAWAY					
SEX/OFF							SEX/OFF					
SRCH/WAR							SRCH/WAR					
STALKING							STALKING					
SUICIDE							SUICIDE					
SUICIDE/AT							SUICIDE/AT					
SUSP/CIRCU	1						SUSP/CIRCU	1				
TATTOOING							TATTOOING					
THEFT	3						THEFT	3				
THEFT/SL							THEFT/SL					
THREATS							THREATS					
TMVWOP							TMVWOP					
TRAFFIC							TRAFFIC					
TRESPASS	1						TRESPASS	1	1			
UIBC							UIBC					
VEH/IMP							VEH/IMP					
VEH/PROWL							VEH/PROWL					
WARNT/OUT							WARNT/OUT					
WARNT/SER	1						WARNT/SER					
WEAPONS							WEAPONS					
WELF/CKS							WELF/CKS					
TOTAL	34	13	5	0	0	0	TOTAL	22	14	0	0	0

John Brown
Code Enforcement



CITY OF BENTON CITY

OFFICE OF CODE ENFORCEMENT

P.O. Box 70, * Benton City * Washington 99320 * (509) 588-3322

May13, 2016 thru June 16, 2016

Public Contact: 75

Notice to Comply or Warning:

5 – Dog Control

4 – Dog License and Rabies Vaccination

2 - Garbage Service

2 – Open Burning

16 – Debris, Trash and Weeds

3 – Swimming Pools

7 – Expired Vehicle Tabs

2 – Utility Trailer parked on Road

2 – RV Parked on Road

3 – Selling Vehicle on City Street

2 - Stop Work Order (No Business License or Permit)

3 – Yards Sale (No Permit)

Impound Animals: 4 DOA and 3 Dogs

Returned to Owner: 3

Welfare Check: 7

Building Permits: 12

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: PUBLIC HEARING –Six Year Street Plan

DATE/ITEM: 06-21-16- H 1

BUDGET INFORMATION

DEPT: Streets

BUDGETED?

FUND: N/A

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

Conduct a Public Hearing prior to local approval of Benton City's Six Year Street Plan Update

HISTORY

The Six Year Street Program identifies capital project activity which has implications on the growth of the community as envisioned by the goals and policies of the Comprehensive Plan.

The City reviews this plan each year to provide updates and identify new projects.

ATTACHMENTS

- | | |
|--------------------------------------|----|
| 1) Please see information under "H2" | 3) |
| 2) | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

NO ACTION

PUBLIC HEARING

This notice is hereby given that the City of Benton City has scheduled a Public Hearing on Tuesday, June 21, 2016 at 7:00 P.M., or soon thereafter as the matter may be heard at the Benton City Community Center, 806 Dale Avenue, Benton City, Washington.

The purpose of this Public Hearing is to discuss the Benton City 6-year Transportation Improvement Program.

All interested parties shall have an opportunity to be heard at such time and place. A copy of the staff report will be available on Friday, June 17, 2016 on the City's website, www.ci.benton-city.wa.us

/s/ Stephanie Haug, CMC
City Clerk-Treasurer

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Resolution #2016-10- Six Year Street Plan

DATE/ITEM: 06-21-16- H 2

BUDGET INFORMATION

DEPT: Streets

BUDGETED?

FUND: N/A

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of a resolution granting approval of Benton City's Six Year Street Plan Update

HISTORY

The Six Year Street Program identifies capital project activity which has implications on the growth of the community as envisioned by the goals and policies of the Comprehensive Plan.

The City reviews this plan each year to provide updates and identify new projects.

ATTACHMENTS

- | | |
|---------------------------------|----|
| 1) Res. 2016-10 with Attachment | 3) |
| 2) 2016 STIP Map | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution # 2016-10, a resolution amending the Comprehensive Transportation Program from the years 2017To 2022 for City Of Benton City, Washington

RESOLUTION NO. 2016-10

**A RESOLUTION AMENDING THE COMPREHENSIVE
TRANSPORTATION PROGRAM FROM THE YEARS 2017
TO 2022 FOR CITY OF BENTON CITY, WASHINGTON**

WHEREAS, RCW 35.77.010 requires an annual revision and extension of the Comprehensive Transportation Program for each city and town within the State of Washington, for the purpose of assuring that the City shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program, after holding a public hearing thereon; and

WHEREAS, the City Engineer has presented additional changes to be made to the previously adopted 2015-2020 Comprehensive Transportation Program to the City Council for the inclusion of additional components for inclusion within the Plan; and

WHEREAS, a public hearing was held on June 21, 2016, and comments having been received thereon; and

WHEREAS, the City Council has determined after public hearing and recommendations of the City Engineer, that the proposed amendments be made to the 2017-2022 Comprehensive Transportation Program; NOW, THEREFORE,

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

That the 2015-2020 Comprehensive Transportation Program described as the "Transportation Improvement Plan 2015-2020" shall be amended, which amendments are incorporated within the Plan as attached hereto and incorporated herein by this reference as Exhibit A, and the same be and hereby is adopted by the City Council of the City of Benton City, Washington, as its Transportation Improvement Plan 2017-2022.

BE IT FURTHER RESOLVED that the Amended Comprehensive Transportation Program shall be filed with the Benton Franklin Council of Governments and the State of Washington Department of Transportation.

ADOPTED this 21 day of June, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 21 day of June, 2016.

Resolution 2016-10 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 21 day of June, 2016.

Linda Lehman
Mayor

Attest:

Approved as to Form:

Stephanie Haug, CMC
City Clerk/Treasurer

Kerr Law Group
City Attorney



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton City
 County: Benton
 MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	1	Chris Avenue Overlay Project Chris Avenue SR 225 to 14th Street Overlay and Widening	BC-000006	06/19/12	06/19/12		2012-22	05	P S T W	0.340	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0	TIB	64,600	3,400	68,000
P	CN	2017		0	TIB	581,400	30,600	612,000
Totals				0		646,000	34,000	680,000

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	68,000	0	0	0	0
CN	612,000	0	0	0	0
Totals	680,000	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton City
 County: Benton
 MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	09	Priority Number	2	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				8th Street * Della Sidewalks, Curb & Gutters 8th Street/Della Ave. Dale Avenue to Della/ 8th & 9th Remove existing deteriorated sidewalk, construct new curb and sidewalk with ADA ramps, pave between new sidewalk and add storm drainage	BC-400010	06/17/14				04		0.300 CE		No

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P	ALL	2017	Totals	0	TIB	189,000	21,000	210,000
					0		189,000	21,000	210,000

Expenditure Schedule	Phase	1st	2nd	3rd	4th	5th & 6th
	Totals	0	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton City
 County: Benton
 MPO/RTPO: BECG

N Inside

Y Outside

Functional Class	09	Priority Number	3	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Edith Avenue Construction Project Edith Della Avenue to 13th Street Construct Edith Avenue to connect existing roadway with 13th street	BC-000014					01		0.150		No

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P		ALL	2017		0		0	330,000	330,000
Totals						0		0	330,000	330,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	ALL	330,000	0	0	0	0
Totals		330,000	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton City
 County: Benton
 MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	09	Priority Number	5	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				6th Street Overlay Project 6th Street Babs Avenue to Belle Avenue Pavement Overlay and Striping	BC-000005	06/19/12	06/19/12		2012-22	05		0.140	CE	No

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P	ALL		2017		0		0	28,000	28,000
					Totals	0		0	28,000	28,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase		0	0	0	0	0
Totals		0	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton City
 County: Benton
 MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	09	Priority Number	6	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	06/19/12	Adopted	06/19/12	Amendment	Resolution No.	2012-22	Improvement Type	03	Utility Codes	T W	Total Length	0.200 CE	Environmental Type	CE	RW Required	No
				Alma Avenue Overlay Project Alma Avenue 2nd Street to West End Pavement Overlay & Cul-de-Sac Construction																		

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2017		0	WSDOT	32,000	8,000	40,000
Totals				0		32,000	8,000	40,000

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
Totals	0	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton City
 County: Benton
 MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	6	Sun Valley Way Reconstruction Sun Valley Way 9th Street to Capri Court Total Reconstruction (road only with compaction of settlement areas, drainage repairs & total repaving)	BC-000015					04		0.140		No

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0		0	13,000	13,000
P	CN	2021		0		0	137,000	137,000
			Totals	0		0	150,000	150,000

Phase	Expenditure Schedule				
	1st	2nd	3rd	4th	5th & 6th
Totals	0	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton City
 County: Benton
 MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	02	Priority Number	9	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	9th Street Sidewalk Ellen Ave to Grace Ave New Sidewalk	G. Structure ID	BC-000013	Hearing		Adopted		Amendment		Resolution No.		Improvement Type	21	Utility Codes		Total Length		Environmental Type		RW Required	No
------------------	----	-----------------	---	----------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------	-----------------	-----------	---------	--	---------	--	-----------	--	----------------	--	------------------	----	---------------	--	--------------	--	--------------------	--	-------------	----

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P	ALL		Totals	0	0	82,000	4,300	86,300

Expenditure Schedule	Phase	Phase Start Year (YYYY)				
		1st	2nd	3rd	4th	5th & 6th
		0	0	0	0	0
	Totals	0	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton City
 County: Benton
 MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	9	Della Avenue Overlay Project Della Avenue 13th Street to West End Pavement Overlay	BC-000012	06/19/12	06/19/12		2012-22	05		0.220	CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2018		0		0	66,000	66,000
Totals				0		0	66,000	66,000

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
	0	0	0	0	0
Totals	0	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Benton City
 County: Benton
 MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	09	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
	10	Carol/Corra/Ima Double Shot Road Surface Carol, Cora, Ima to Double Shot surface - 20' wide	BC-000015					05				No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2020		0		0	60,000	60,000
			Totals	0		0	60,000	60,000

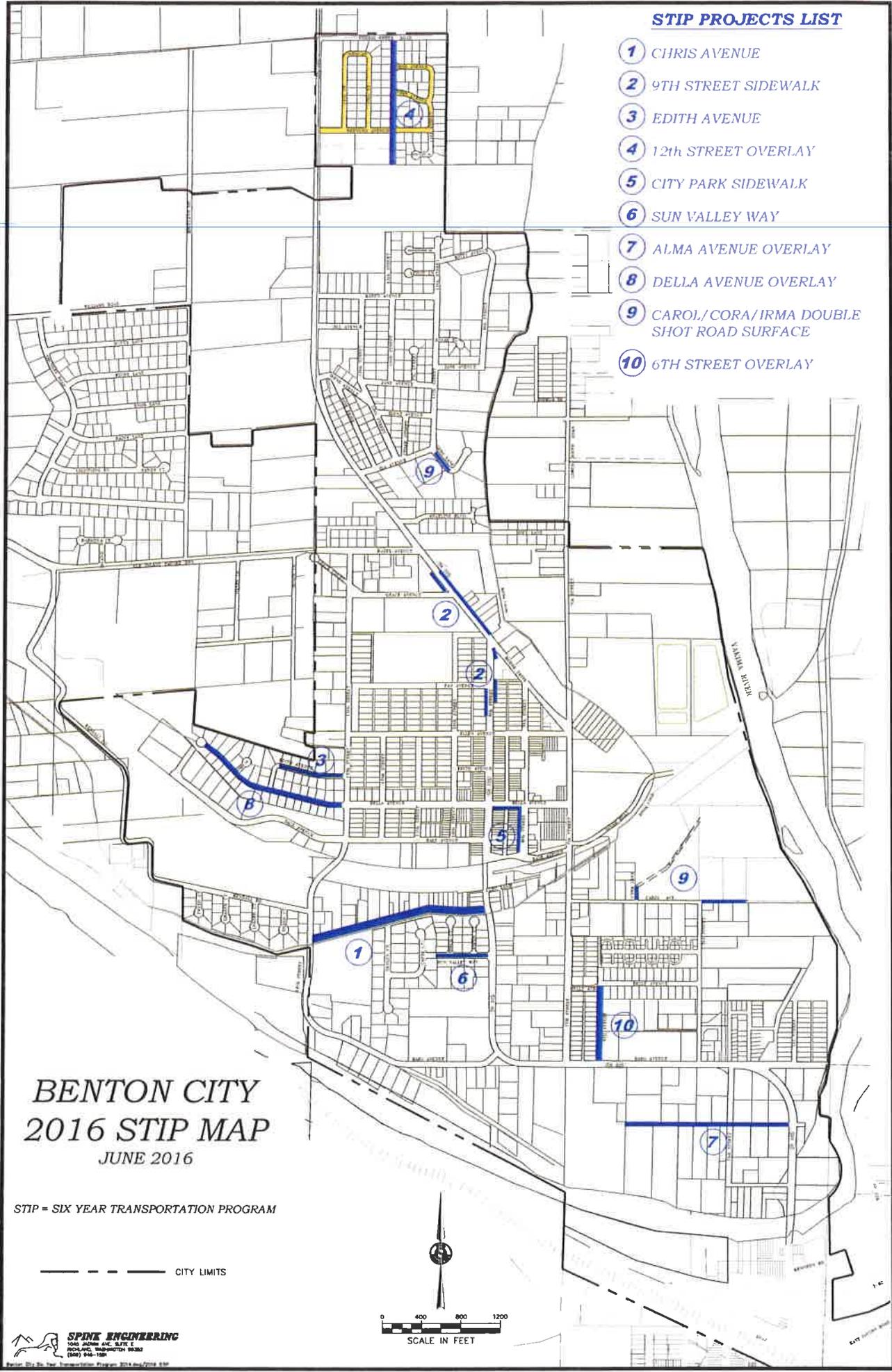
Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
	0	0	0	0	0
Totals	0	0	0	0	0

Grand Totals for Benton City			Federal Funds	State Funds	Local Funds	Total Funds
			0	984,000	714,300	1,698,300

STIP PROJECTS LIST

- 1 CHRIS AVENUE
- 2 9TH STREET SIDEWALK
- 3 EDITH AVENUE
- 4 12th STREET OVERLAY
- 5 CITY PARK SIDEWALK
- 6 SUN VALLEY WAY
- 7 ALMA AVENUE OVERLAY
- 8 DELLA AVENUE OVERLAY
- 9 CAROL/CORA/IRMA DOUBLE SHOT ROAD SURFACE
- 10 6TH STREET OVERLAY



**BENTON CITY
2016 STIP MAP
JUNE 2016**

STIP = SIX YEAR TRANSPORTATION PROGRAM

--- CITY LIMITS



CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Resolution #2016-11- Lions Club Fireworks Contract

DATE/ITEM: 06-21-16- H 3

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: 001

EXPENDITURE: \$4,400

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of a resolution authorizing the Mayor to sign an agreement for promotional services between the City of Benton City and the Benton City Lions Club for the 2016 Forth of July Fireworks Display

HISTORY

The City received a request from the Lions Club for promotional services for the 2016 Forth of July Fireworks Display. The amount of the request is \$4,400, which the City included in its 2016 budget.

ATTACHMENTS

1) Res. 2016-11

3)

2)

4)

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution #2016-11, authorizing the Mayor to sign an agreement for promotional services between the City of Benton City and the Benton City Lions Club for the 2016 Forth of July Fireworks Display

RESOLUTION NO. 2016-11

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE AGREEMENT FOR PROMOTIONAL SERVICES BETWEEN THE CITY OF BENTON CITY AND BENTON CITY LIONS CLUB

WHEREAS, the City Council has determined that it is a benefit to the citizens of the City to participate in the celebrations of the Fourth of July at events within the City providing not only recreation for its citizens, but also economic benefit to local businesses as well as the City; and

WHEREAS, the Benton City Lions Club has committed to conduct these celebrations and provide promotional services to the City upon the City's financial participation; and

WHEREAS, the obligations and requirements between the Benton City Lions Club and the City of Benton City are set forth in a written Agreement for Promotional 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 original Agreement for Promotional Services Between the City of Benton City and the Benton City Lions Club, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required to complete this transaction.

ADOPTED this 21 day of June, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 21 day of June, 2016.

Resolution 2016-10 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 21 day of June, 2016.

Linda Lehman
Mayor

Attest:

Approved as to Form:

Stephanie Haug, CMC
City Clerk/Treasurer

Kerr Law Group
City Attorney

**AGREEMENT FOR PROMOTIONAL SERVICES BETWEEN
CITY OF BENTON CITY AND BENTON CITY LIONS CLUB**

THIS AGREEMENT is entered into this 21 day of June, 2016, by and between the City of Benton City, Washington, a Municipal Corporation (hereinafter referred to as "*City*") and the Benton City Lions Club, a nonprofit Washington Corporation (hereinafter referred to as "*BCLC*").

WHEREAS, the City Council has determined that it is a benefit to the citizens of the *City* to participate in the celebrations of the Fourth of July at events within the *City* providing not only recreation for its citizens, but also economic benefit to local businesses as well as the *City*; and

WHEREAS, *BCLC* has committed to conduct these celebrations and provide promotional services to the *City* upon the *City's* financial participation.

NOW, THEREFORE, in consideration of the mutual covenants provided herein and other valuable considerations, the Parties agree as follows:

**SECTION I
SERVICES TO BE PROVIDED BY *BCLC***

BCLC shall:

- A. Designate all promotional materials of the *City* as a sponsor of the event, and display an advertising banner for *City* at the fireworks display.
- B. Purchase and display for the citizens of Benton City and the public fireworks at the fireworks display during the Fourth of July 2016 celebration at the Benton City Lions Club Field of Dreams, 1100 Ellen Avenue, Benton City, Washington.

**SECTION II
SERVICES TO BE PROVIDED BY *CITY***

City shall pay to *BCLC* the sum of four thousand four hundred dollars (\$4,400.00) for the services provided above upon invoice for services performed.

**SECTION III
INDEMNIFICATION**

BCLC shall defend, indemnify and hold the *City*, its officers, employees, officials and volunteers harmless from any and all claims, judgments, damages, causes of action, or penalties from the *City's* participation in this Agreement and the activity conducted by *BCLC* described in Section I above. This duty to defend, indemnify and hold harmless shall survive termination of this agreement.

Such indemnification shall be secured by a policy of commercial general insurance (which includes coverage for special events including fireworks display) provided by *BCLC* and naming the *City* as an additional insured there under with the policy limits not less than one million dollars (\$1,000,000.00).

**SECTION IV
RECORDS**

BCLC shall keep and provide to the *City* copies of any and all records, receipts and other proof of expenditures incurred in the performance of this Agreement subject to initial examination by the *City* and/or State Auditor for a period of three (3) years. *BCLC* shall on or before August 31, 2016, provide the *City* with a report showing a summary of the expenditures and verifying that the *City* funds utilized in this Agreement were used solely for the purpose as provide in Section I above.

**SECTION V
TERM**

This Agreement is solely for the purpose of conducting the events identified in Section I. It shall commence on the date of execution below and terminate, except for indemnification under Section III and the reporting provisions required in Section IV above, on August 31, 2016.

**SECTION VI
RELATIONSHIP OF THE PARTIES**

In the performance of the services provided in Section I above, *BCLC* is an independent contractor and nothing herein shall be construed to create a partnership, joint venture, or create any agency capacity of *BCLC* as an agent of the *City*.

**SECTION VII
GENERAL PROVISIONS**

For the purpose of this Agreement, time is of the essence. In the event of a dispute, the Parties shall meet in a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute, venue shall be placed in Benton County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be awarded its reasonable attorney fees and costs as additional judgment against the other.

DATED this 21 day of June, 2016.

CITY OF BENTON CITY

BENTON CITY LIONS CLUB

By: _____
Linda Lehman, Mayor

By: _____
Lions Club President

ATTEST: _____
Stephanie Haug, City Clerk-Treasurer

ATTEST: _____
Lions Club Secretary

APPROVED AS TO FORM:

Kerr Law Group, City Attorney

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: First Reading – Ordinance – Impact Fees

DATE/ITEM: 06-21-16- H 4

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: N/A

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of an ordinance creating a new section 17.12.140 "Impact Fee Deferral Program"

HISTORY

The City of Benton City currently imposes an impact fee for its parks and is therefore required to adopt and maintain such a system providing for the deferred collection of these fees and any future impact fee programs that the City may impose on development activity in the future.

ATTACHMENTS

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

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve, on its first reading, an ordinance creating a new section 17.12.140 "Impact Fee Deferral Program"

First Reading: _____

Second Reading: _____

ORDINANCE _____

**AN ORDINANCE OF THE CITY OF BENTON CITY,
WASHINGTON, CREATING A NEW SECTION 17.12.140
"IMPACT FEE DEFERRAL PROGRAM"**

WHEREAS, the State of Washington legislature has, via Engrossed Senate Bill 5923, enacted changes to RCW 82.02.050 requiring cities collecting impact fees to adopt and maintain a system for the deferred collection of impact fees for single-family detached and attached residential construction; and,

WHEREAS, the City of Benton City has recognized that it currently imposes an impact fee for its parks and is therefore required to adopt and maintain such a system providing for the deferred collection of these fees and any future impact fee programs that the City may impose on development activity in the future; NOW, THEREFORE,

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

Section 1. That a new Section 17.12.140 of the Benton City Municipal Code entitled "Impact Fee Deferral Program" shall be and hereby is adopted and shall read as follows:

17.12.140 Impact Fee Deferral Program. Each applicant for a single-family attached or detached residential construction permit, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals of any impact fees required in BCMC 17.12.130 or any other impact fees imposed, for the first twenty single-family residential construction building permits applied for with the City of Benton City, in accordance with the following provisions of this section.

- A. Deferred collection of the impact fee payment shall be until the time of the issuance of the certificate of occupancy or equivalent certification, provided that the deferral may not be greater than eighteen (18) months from the issuance date of the applicable building permit..
- B. Unless an agreement to the contrary is reached between the buyer and the seller, the payment of impact fees due at closing of a sale must be made from the seller's proceeds. In the absence of an agreement to the contrary, the seller bears strict liability for the payment of the impact fees.

- C. The amount of impact fees deferred under this section must be determined by the fees in effect at the time of the applicant applies for a deferral.
- D. An applicant seeking a deferral under this section must grant and record a deferred impact fee lien against the property in favor of the City of Benton City in the amount of the deferred impact fee. The deferred impact fee lien must comply with the following:
 - 1. Include the legal description, tax account number, and address of the property.
 - 2. Must be in a form approved by the City of Benton City.
 - 3. Must be signed by all owners of the property, with all signatures acknowledged as required for a deed, and recorded with the Benton County Auditor's Office.
 - 4. Must be binding on all successors in title after the recordation.
 - 5. Must be junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.
- E. If impact fees are not paid in accordance with a deferral authorized by this section and in accordance with the term provisions of this section the City of Benton City may institute foreclosure proceedings in accordance with the Revised Code of Washington Chapter 61.12.
- F. If the City of Benton City does not institute foreclosure proceedings for unpaid school impact fees within forty-five (45) days after receiving notice from a school district requesting that it do so, the district may institute foreclosure proceedings with respect to the unpaid school impact fees.
- G. Upon receipt of final payment in full of all deferred impact fees for a property, the City of Benton City shall execute a release of deferred impact fee lien for the property. The property owner at the time of the release, at his or her expense, is responsible for recording the lien release.
- H. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees at the time of closing of the first sale.

- I. The City of Benton City shall have the authority at its discretion, but is not required, to defer more than twenty (20) single-family residential construction building permits for an applicant. If the City of Benton City at any time collects impact fees on behalf of one or more school districts for which the collection of impact fees could be delayed, the City must consult with the district or districts about the additional deferrals. The City must give additional weight to recommendations of each applicable school district regarding the number of deferrals. If the City disagrees with the recommendations of one or more school districts, the City must provide the district or districts with a written rationale for its decision.
- J. The City of Benton City may collect reasonable administrative fees to implement this section from permit applicants who are seeking to delay the payment of impact fees under this section.
- K. For purposes of this section, an "applicant" includes an entity that controls the applicant, is controlled by the applicant, or is under the common control with the applicant.

Section 2. This Ordinance shall be effective five days after its passage, approval and publication as required by law.

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

Linda Lehman, Mayor

Attest:

Approved as to Form:

Stephanie Haug, City Clerk-Treasurer

Leland B. Kerr, City Attorney

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: First Reading – Ordinance – Sewer Lines

DATE/ITEM: 06-21-16- H 5

BUDGET INFORMATION

DEPT: Sewer

BUDGETED?

FUND: N/A

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of an ordinance amending Benton City Municipal Code section 13A.12.150 "Building Sewers -- Required"

HISTORY

During normal sewer operations, it came to light that the definition of a "building sewer" could be clarified to make it easier to understand. This ordinance is intended to do just that.

ATTACHMENTS

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

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve, on its first reading, an ordinance of the City Of Benton City, Washington, amending Benton City Municipal Code section 13A.12.150 "Building Sewers – Required"

First Reading: _____

Second Reading: _____

ORDINANCE _____

**AN ORDINANCE OF THE CITY OF BENTON CITY,
WASHINGTON, AMENDING SECTION 13A.12.150
"BUILDING SEWERS - - REQUIRED"**

WHEREAS, the City of Benton City has recognized the need for clarification in its sewer ordinance so as to make clear the responsibilities of property owners with respect to their building sewer lines. NOW, THEREFORE,

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

Section 1. That Section 13A.12.150 of the Benton City Municipal Code entitled "Building sewers - - Required" shall be and hereby is amended and shall read as follows:

13A.12.150 Building sewers - - Required. After March 1, 1978, a separate and independent building sewer line shall be provided for each residential lot or commercial unit in connection with the public sewer system. Each residential lot or commercial unit connected must pay the connection permit and area charge fee. Buildings constructed before March 1, 1978, may be considered a permissible, nonconforming use, when two (2) or more building sewer lines are joined together into a single lateral which then connects to the public sewer main. In such cases, any and all maintenance and/or replacement costs of the single lateral that delivers sewage to the public main, shall be equally and jointly the responsibility of all property owners whose building sewers join to the single lateral. Any such single lateral having multiple building sewers connecting into it prior to connection with the public main, shall be considered a building sewer line, even where and after it enters the public right-of-way to connect to the public sewer main. (Ord. 667, 1998; Ord. 405 S1 (part), 1981.)

Section 2. This Ordinance shall take full force and effect five (5) days after its passage, approval and publication as required by law.

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

Linda Lehman, Mayor

Attest:

Approved as to Form:

Stephanie Haug, City Clerk-Treasurer

Leland B. Kerr, City Attorney

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Purchase Request - Plasma Cutter - Kyle Kurth

DATE/ITEM: 06-21-16- H 6

BUDGET INFORMATION

DEPT: All

BUDGETED?

FUND: General, Water & Sewer

EXPENDITURE: \$1930.00

DESCRIPTION/SUMMARY

ACTION

Consideration of approval of the purchase of a plasma cutter

HISTORY

Please see letter from Maint. Foreman Kyle Kurth

ATTACHMENTS

- | | |
|---------------------------|----|
| 1) Letter from Kyle Kurth | 3) |
| 2) Quotes | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve the purchase of a plasma cutter from A-L Compressed Gases, Inc. in an amount not to exceed \$1930.00.

Council,

Am requesting to purchase a plasma cutter for the maintenance department. Right now we are installing new radio read meters and registers for our water system. AS we install these radio read meters and registers we also have to install an antenna which means we have to drill a 1" 3/4 hole though the lid of the box to mount them. This is an easy task with plastic lids we just use a hole saw and drill right though them no problem. Our problem come when we come across all the steel or cast iron lids we have though out town. We first thought we would just use the cutting torch to blow a hole in them but this has proven not very successful. When we use the cutting torch it heats the cast iron lids up to much and crack and breaks them. Also we are going though oxygen and acetylene like it's going out of style and not getting very far which is costly. As of right now in the section we are trying to finish up we have 40 meters with cast iron lids that we need to cut. We also will have many more lids to cut before we get the whole town done with the radio read meters. I think this is a great investment for the city I know we will use this tool a lot in our day to day work also. I have provided 3 quotes. The quote from Airgas has no shipping charges included. The quote from Welders supply has free shipping and the mail \$100 mail in rebate is already included in the price and no sales tax. The quote from A-l compressed gases is the same price as the one from Welders supply but we have to do the mail in rebate and we have to pay taxes so the cost would be \$132.65 more after we do the mail in rebate. I would suggest we buy the plasma cutter from A-L compressed gases because it's a local store I can go pick it up right away and if we have any troubles with is machine I can bring it right back to the store instead of trying to ship it back to someone and deal with someone over the phone. I think the extra \$132.65 is well spent to support local business and the continence.

Thank you

Kyle

CAUTION: TRANSPORTING GAS CYLINDERS IN CARS, VANS OR OTHER CLOSED MOTOR VEHICLES IS **DANGEROUS** AND SHOULD BE AVOIDED. GAS CYLINDERS MUST **NEVER** BE MOVED IN CLOSED SPACES, INCLUDING BUT NOT LIMITED TO CAR TRUNKS, DUE TO THE HIGH RISK OF **EXPLOSION OR FIRE**.

QUOTATION

CAUTION: LET **NO OIL**, GREASE, OR OIL BASED LUBRICANT OF ANY NATURE COME IN CONTACT WITH ANY PART OF THE **OXYGEN CYLINDER, REGULATOR OR FITTINGS**, AS THIS IS CONSIDERED DANGEROUS. ACETYLENE, PROPANE AND HYDROGEN ARE FLAMMABLE AND EXPLOSIVE GASES AND CONSIDERED DANGEROUS.



A-L COMPRESSED GASES, INC.

www.a-lcompressedgases.com

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4230 EAST TRENT AVE.
SPOKANE, WA 99202
509-534-1595

323 E. 3rd Ave. Moses Lake, WA 98837 (509) 762-8117 Fax (509) 762-8125	4230 E. Trent Spokane, WA 99202 (509) 534-1595 (800) 852-4979 Fax (509) 535-3379	1020 N. Oregon Ave. Pasco, WA 99301 (509) 546-2470 (800) 829-5315 Fax (509) 546-9602	454 W. Clayton Ave. Coeur d'Alene, ID 83815 (208) 664-9338 Fax (208) 664-9927	1026 Port Dr. Clarkston, WA 99403 (509) 758-0228 Fax (509) 758-0230	1911 S. 14th St. Union Gap, WA 98903 (509) 895-5363 Fax (509) 895-5458	335 N. Gap Rd. Prosser, WA 99350 (509) 781-6297 Fax (509) 781-6298
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QUOTE NO.	DATE	PAGE
936402	06/06/16	1

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CITY OF BENTON CITY
PO BOX 70
BENTON CITY WA 99320

S
H
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P
T
O

PASC
CITY OF BENTON CITY
708 9TH STREET
BENTON CITY WA 99320

CUSTOMER I.D.	SALES CATEGORY	EMPL STORE	CUSTOMER P.O. NO.	JOB RELEASE NO.	SHIP DATE
801015 0	QUOTATION	126 8			06/06/16

PRODUCT	HAZARD CLASS	H.M.I.D.	QTY SHIPPED	U M	RET'D E/O	PART NO.	CUBIC FEET	UNIT PRICE	AMOUNT
SPECTRUM 625 X-TREME TORCH W/CASE (907-531)		MILLER	1	EA		35071417		1775.0000	1775.00
PASCO SALES TAX								8.600	152.65

WE APPRECIATE YOUR BUSINESS!
IT IS HOT! WE HAVE GATORADE, COOLING WRAPS, FANS AND PORTACOOLS ON SALE!

\$100 mail in Rebate Also

CUSTOMER'S SIGNATURE X	CAPS SHIPPED	CAPS RET.	DRIVER'S INIT.	TOTAL	1927.65
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UNLESS OTHERWISE STATED, THE CYLINDERS ON THIS DOCUMENT ARE THE PROPERTY OF THE VENDOR. BY ACCEPTANCE OF THIS DELIVERY, THE CUSTOMER ASSUMES RESPONSIBILITY FOR THE COUNT AND THE DOLLAR VALUE OR ANY CYLINDER LOST OR DAMAGED. ANY POSSIBLE CYLINDER BALANCE DISCREPANCIES MUST BE COMMUNICATED TO THE SELLER WITHIN 30 DAYS OF RENTAL/LEASE INVOICE DATE.

TERMS: NET 30 DAYS FROM INVOICE DATE. INVOICES NOT PAID IN ACCORDANCE WITH TERMS ARE SUBJECT TO A SERVICE CHARGE OF 1.5% PER MONTH, 18% PER YEAR.

THE ABOVE MATERIAL WILL REMAIN THE PROPERTY OF THE SELLER UNTIL FINAL PAYMENT HAS BEEN MADE.

THIS TO CERTIFY THAT THE HERE-IN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

Search Welders Supply Online Store

Advanced Search

Create Account | Login

ITEMS IN CART: \$1,695.00

CHECKOUT



1-800-236-8825



Products Welding Machines Helmets Used Deals Locations Contact

Your Shopping Cart

* PLEASE HAVE ONLY ONE SHOPPING BROWSER WINDOW OPEN *

DELETE	ITEM	PRODUCT NAME	PRICE	QTY	TOTAL
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Miller SPECTRUM 620 X-TREME 120T XT40 TORCH X-CASE Part#907579*FREE SHIPPING**

\$1,695.00

1

\$1,695.00

FREE SHIPPING

Update Quantity

Coupon Code

APPLY CODE

submit

SUBTOTAL \$1,695.00

DISCOUNT

SUBTOTAL WITH DISCOUNT **\$1,695.00**

SHIPPING ****FREE****

New Customer

Checkout without signing in

You will have the option to create an account and save your information at the end of the checkout process

Checkout as Guest

Returning Customer

Log in to save time during the checkout process

Not a member create an account [here](#).

EMAIL

PASSWORD

Forgot Password

Log In



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Branch Locations

Big Bend
5030 S720 Hwy. 104
Big Bend, WI 53618
707-667-5139

Burlington
State St 5940
Burlington, WI 53105
708-415-4455

Rockford
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Rockford, IL 61109
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CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Staff Training Contract & City Hall Closure -- Mayor
Lehman

DATE/ITEM: 06-21-16- H 7

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: General

EXPENDITURE: up to \$2000

DESCRIPTION/SUMMARY

ACTION

Consideration of approval of a professional services agreement with Lloyd Halverson and the closure of City Hall on July 15th for staff to attend the training.

HISTORY

ATTACHMENTS

- | | |
|------------------------------------|----|
| 1) Professional Services Agreement | 3) |
| 2) Scope of Work | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve the professional services agreement between the City of Benton City and Lloyd Halverson, for staff training not to exceed \$2,000 and to close City Hall on July 15th for staff to attend the training.

PROFESSIONAL SERVICES AGREEMENT

Team Building and Customer Service

THIS AGREEMENT is made and entered into between the City of Benton City, a Washington Municipal Corporation, hereinafter referred to as "City", and Lloyd Halverson, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City desires to have certain services and/or tasks performed as set forth below requiring specialized skills, training, equipment, and other supportive capabilities; and

WHEREAS, the Consultant represents that it is qualified and possesses sufficient skills, experience, equipment, and necessary capabilities, including: technical and professional expertise, when required, to perform the services and/or tasks as set forth in this Agreement upon which the City is relying.

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

1. **Scope of Services.** The Consultant shall perform such services and accomplish such tasks, including the furnishing of all labor, materials, facilities and equipment necessary for full performance thereof, and as more particularly described in Scope of Work detailed in Exhibit A, attached hereto and incorporated herein (the "Project").
2. **Term.** This Project shall begin on _____, 2016 and be completed prior to _____, 2016, in accordance with Exhibit A.
3. **Compensation and Payment.**
 - 3.1 Payment for services provided hereunder shall be made following the performance of such services. Such payment shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the Project.
 - 3.2 No payment shall be made for any services rendered by the Consultant except for services identified and set forth in this Agreement except as may be authorized by a written supplemental agreement approved by the City.
 - 3.3 The City shall pay the Consultant for work performed under this Agreement upon timely submitted invoices detailing work performed and expenses for which reimbursement is sought. The City shall approve all invoices before payment is issued. Payment shall occur within thirty (30) days of receipt and approval of an invoice.

3.4 The City shall pay the Consultant for all work performed and expenses incurred under this Agreement, as follows.

- Hourly (Single Rate): \$125.00 per hour plus actual expenses incurred as provided under this Agreement, but not to exceed a total of \$2,000 without prior written authorization by the City.

4. Reports and Inspections.

- 4.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, studies, surveys, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- 4.2 The Consultant shall, at any time during normal business hours and as often as the City or the Washington State Auditor may reasonably deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City, or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to this Agreement. Consultant shall be provided a copy of such reports.
- 4.4 Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit as provided above.
- 4.5 The Consultant shall retain all books, records, documents or other material relevant to this Agreement for three (3) years after its expiration. Consultant agrees that the City, or its designee, shall have full access and right to examine any of said materials at all reasonable times during this period.

5. Ownership and Use of Documents.

- 5.1 All research, tests, surveys, preliminary data, information, drawings and documents made, collected, or prepared by the Consultant for performing the services subject to this Agreement, as well as any final product, collectively referred to as "work product," shall be deemed as the exclusive property of the City, including copyright as secured thereon. Consultant may not use them except in connection with the performance of the services under this Agreement or with

the prior written consent of the City. Any prior copyrighted materials owned by the Consultant and utilized in the performance of the services under this Agreement, or embedded in with the materials, products and services provided thereunder, shall remain the property of the Consultant subject to a license granted to the City for their continued use of the products and services provided under this Agreement. Any work product used by the Consultant in the performance of these services which it deems as “confidential,” “proprietary,” or a “trade secret” shall be conspicuously designated as such.

- 5.2 In the event of Consultant’s default, or in the event that this Agreement is terminated prior to its completion, the work product of the Consultant, along with a summary of the services performed to date of default or termination, shall become the property of the City, and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of services provided shall be prepared at no additional cost, if the Agreement is terminated through default by the Consultant. If the Agreement is terminated through convenience by the City, the City agrees to pay Consultant for the preparation of the summary of services provided.

6. Public Records.

- 6.1 Consultant acknowledges that the City is an agency subject to Chapter 42.56 RCW “Public Records Act.” All preliminary drafts or notes prepared or gathered by the Consultant, and recommendations of the Consultant are exempt prior to the acceptance by the City or public citation by the City in connection with City action.
- 6.2 If the Consultant becomes a custodian of public records of the City and request for such records is received by the City, the Consultant shall respond to the request by the City for such records within five (5) business days by either providing the records, or by identifying in writing the additional time necessary to provide the records with a description of the reasons why additional time is needed. Such additional time shall not exceed twenty (20) business days unless extraordinary good cause is shown.
- 6.3 In the event the City receives a public records request for protected work product of the Consultant within its possession, the City shall, prior to the release of any protected work product or as a result of a public records request or subpoena, provide Consultant at least ten (10) business days prior written notice of the pending release and to reasonably cooperate with any legal action which may be initiated by the Consultant to enjoin or otherwise prevent such release.

7. Independent Contractor Relationship.

- 7.1 The parties intend that an independent contractor relationship is created by this Agreement. The City is interested primarily in the results to be achieved; subject

to the scope of services and the specific requirements of this Agreement, the implementation of services will lie solely with the discretion of the Consultant. No agent, employee, officer or representative of the Consultant shall be deemed to be an employee, agent, officer, or representative of the City for any purpose, and the employees of the Consultant are not entitled to any of the benefits or privileges the City provides for its employees. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, officers, subcontractors or representatives during the performance of this Agreement.

- 7.2 In the performance of the services provided in this Agreement, Consultant is an independent contractor with full authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.
- 7.3 The Consultant shall comply with all State and Federal laws including, but not limited to:
- 7.3.1 The definition requirements of RCW 50.04.140 (Employment Security).
- 7.3.2 RCW 51.08.195 (Industrial Insurance).
- 7.4 The City may, at its sole discretion, require the Consultant to remove any employee, agent or servant from employment on this Project who, in the City's sole discretion, may be detrimental to the City's interest.

8. Indemnification.

- 8.1 The Consultant shall defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from any and all claims and causes of action, including, but not limited to, actions of law or administrative proceedings for all injuries to persons or damages to property, and all losses, damages, demands, suits, judgments, including attorney fees, arising out of, or as a result of, or in connection with the work performed under this Agreement, and caused or occasioned in whole or in part by reason of errors, negligent acts or omissions of the Consultant or its subcontractors in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City, its officers, employees, agents, and volunteers.
- 8.2 Should a Court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injuries or damages to property caused by or resulting from the concurrent negligence of the Consultant, and the City, its officers, employees, agents and volunteers, the Consultant's liability and obligation to defend hereunder shall only be the proportionate extent of the Consultant's negligence.

- 8.3 It is further agreed that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.
- 8.4 No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- 8.5 This indemnification shall include damages, penalties and attorney fees sustained as a result of Consultant's delayed or failed performance of Section 6 above.
- 8.6 This waiver has been mutually negotiated by the parties, and the provisions of this section shall survive the expiration or termination of this Agreement.

9. **Covenant Against Contingent Fees.** The Consultant warrants that it has not employed nor retained any company, firm, or person, other than a bona fide employee working exclusively for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company, person or firm, other than a bona fide employee working exclusively for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement.

10. **Assignment and Subcontracting.**

- 10.1 The City has awarded this Agreement to the Consultant due to its unique qualifications to perform these services. The Consultant shall not assign (or subcontract other than as specifically identified in Exhibit A) its performance under this Agreement or any portions of this Agreement without the prior written consent of the City, which consent must be sought at least thirty (30) days prior to the date of any proposed assignment.
- 10.2 Any work or services assigned or subcontracted hereunder shall be subject to each provision of this Agreement including Section 6, Public Records; Section 10, Nondiscrimination; proper bidding procedures where applicable; and all local, State and Federal statutes, ordinances and guidelines.
- 10.3 Any technical or professional service subcontract not listed in this Agreement, must have prior written approval by the City.

11. **Termination.**

- 11.1 **Termination for Convenience.** Either party may terminate this Agreement for any reason upon giving the other party no less than ten (10) business days written notice in advance of the effective date of such termination.

- 11.2 Termination for Cause. If the Consultant fails to perform in the manner called for in this Agreement, or if the Consultant fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) business days of written notice thereof, the City may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid for services and expenses complying with the terms of this Agreement, incurred prior to termination.

12. General Provisions.

12.1 For the purpose of this Agreement, time is of the essence.

12.2 Notice. Notice provided for in this Agreement shall be sent by:

12.2.1 Personal service upon the Project Administrators.

12.2.2 Certified mail to the physical address of the parties, or by electronic transmission to the e-mail addresses designated for the parties below.

12.3 The Project Administrator for the purpose of this Agreement shall be:

12.3.1 For the City: Linda Lehman, Mayor
PO Box 70
Benton City WA 99320
llehman@ci.benton-city.wa.us (e-mail address)

12.3.2 For the Consultant: Lloyd Halverson
2141 NW Benton Street
Camas, WA 98607
lnhalverson@aol.com (e-mail address)

13. Dispute Resolution.

13.1 This Agreement has been and shall be construed as having been made and entered into and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington.

13.2 In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the Project Administrators, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Kennewick, Benton County, Washington. The substantially prevailing party shall

be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.

14. **Nonwaiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement, shall not constitute a waiver of any other similar event or other provision of this Agreement.
15. **Integration.** This Agreement between the parties consists in its entirety of this document and any exhibits, schedules or attachments verified by initials as a part of Exhibit A. Any modification of this Agreement or change order affecting this Agreement shall be in writing and signed by both parties.
16. **Authorization.** By signature below, each party warrants that they are authorized and empowered to execute this Agreement binding the City and the Consultant respectively.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this ____ day of June, 2016.

CITY OF BENTON CITY, WA

CONSULTANT

Linda Lehman, Mayor

Lloyd Halverson

Benton City Consultation

DRAFT Scope of Work—Team-building and Customer Service

Lloyd Halverson, city management professional and consultant will provide professional services to Benton City as follows:

—consult with Mayor and coordinate with her on the content, background, schedule, and any follow-up.

—facilitate and lead two training sessions for members of the Benton City Team, including Mayor and lead staff.

The sessions (approximately 3 hrs each), will focus on

a) Team-building, including roles and responsibilities of staff and elected officials.
This will highlight characteristics and practices of high achieving teams.

b) Effective citizen/customer service. This will emphasize and provide model practices.

—prepare the content and materials for the sessions.

Costs: Professional consultant fees @ \$125 /hr estimated 13

Travel: Camas to Benton City and return, mileage

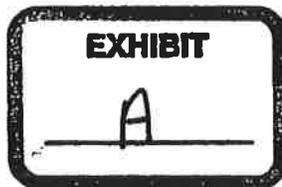
Hotel: one night

Materials, incidentals

Total: Not to exceed \$2,000

Schedule: at mutual convenience

Lh: 5-21-16



CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Well # 5 Change Order #3- Spink Engineering

DATE/ITEM: 06-21-16- H 8

BUDGET INFORMATION

DEPT: Water

BUDGETED?

FUND: Water

EXPENDITURE: \$1,452.95

DESCRIPTION/SUMMARY

ACTION

Consideration of approval of Change Order #3 for the Well #5 project

HISTORY

ATTACHMENTS

- | | |
|--------------------|----|
| 1) Change Order #3 | 3) |
| 2) | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Change Order #3 for the Well # 5 project in the amount of \$1,452.95, raising the total contract amount to \$252,264.75.

**CITY OF BENTON CITY
CONTRACT CHANGE ORDER**

Change Order No. 3

Job # 09-132

Date: 6/17/16

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

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
1. 14" x 16" Reducer @ Well Head		1,065.25
2. Degassing Head on Chlorinator		387.70
Subtotal		1,452.95
Sales Tax – 8.6%		\$77.40
TOTAL		\$1,188.69

Original Contract Amount	\$248,369.23	% Project Change
Current Contract Amount	\$250,811.80	
Change Order Amount	\$1,452.95	0.58%
Contract Total After this Change Order	\$252,264.75	1.57%

Justifications:

1. Reducer was needed at well head to connect the pitless adaptor, (built with outside diameter of 16"), to inner casing (14"). This cost would have been included in original bid for pitless adaptor if it were specified.
2. A degassing head has been used on the previous chlorinator pumps. A degassing head was not included in the specifications. This cost would have been included in the original bid if it were specified.

Approved _____ Date: _____
(Contractor)

Recommended _____ Date: _____
(Owner's Engineer)

Approved _____ Date: _____
(Owner)

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Update on DNR and Appraisal- Tri-City Realty Group

DATE/ITEM: 06-21-16- H 9

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: N/A

EXPENDITURE: \$10,000

DESCRIPTION/SUMMARY

ACTION

Update on DNR land and authorizing \$10,000 towards an appraisal of the land

HISTORY

ATTACHMENTS

1)

3)

2)

4)

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve the expenditure of \$10,000 towards the appraisal of the DNR land adjacent to the City owned land South of Interstate I-82.

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Resolution #2016-12- Contract Renewal – Tri-City Real Estate

DATE/ITEM: 06-21-16- H 10

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: N/A

EXPENDITURE: ?

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of Resolution #2016-12, authorizing the Mayor of the City of Benton City to sign the real estate listing extension agreement between the City of Benton City and Tri-Cities Realty Group, LLC

HISTORY

ATTACHMENTS

1) Re. 2016-12

3)

2)

4)

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution #2016-12, authorizing the Mayor of the City of Benton City to sign the real estate listing extension agreement between the City of Benton City and Tri-Cities Realty Group, LLC

RESOLUTION NO. 2016-12

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE REAL ESTATE LISTING EXTENSION AGREEMENT AND BUYERS REPRESENTATION AGREEMENT BETWEEN THE CITY OF BENTON CITY AND THE TRI-CITIES REALTY GROUP, LLC

WHEREAS, the City is the owner of certain real property located approximately at the intersection of Field Rd. and East Jacobs Rd (commonly referred to as the "I-82 Property"; and

WHEREAS, the City of Benton City desires to sell portions of the "I-82 Property" for further development that would promote the economic development of the City; and

WHEREAS, the City of Benton City originally entered into a Real Estate Listing Agreement that expired on May 31, 2016 and more time is needed to secure plans to develop the property and find a buyer; and

WHEREAS, the City of Benton City is currently in discussions with the Department of Natural Resources and may become the owner of property currently referred to as the "DNR Land"; and

WHEREAS, if the City of Benton City is in a position to own the property, the City of Benton City would like to have Tri-City Realty, LLC represent them in listing the property for sale; 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 Real Estate Listing Extension and the Buyer's Representation agreement between the City of Benton City, Washington, and the Tri-Cities Realty Group, LLC, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required for the implementation of this Agreement.

ADOPTED this 21 day of June, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 21 day of June, 2016.

Resolution 2016-12 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 21 day of June, 2016.

Linda Lehman
Mayor

Attest:

Approved as to Form:

Stephanie Haug, CMC
City Clerk/Treasurer

Kerr Law Group
City Attorney

TRI-CITY ASSOCIATION OF REALTORS
CHANGE FORM/SOLD DATA

DATE: May 27, 2015

MLS#: _____

PROPERTY ADDRESS: NKA Benton City, Benton City, Wa 99320

LISTING FIRM Tri-Cities Realty Group, LLC. LISTING BROKER: Bob Clark, Claude Oliver

SUBMITTED BY: Bob Clark, Claude Oliver, Clint Oliver (SIGNATURE OF AUTHORIZED BROKER)
Bob Clark, Claude Oliver, Clint Oliver

(4) CHANGE PRICE TO: \$ _____ (27) EXTEND EXPIRATION DATE TO: December 31, 2017

Check here if listing was Sold, Expired, or Withdrawn and you wish to return to an Active Status.

- | | | | | |
|-----------------------------------|-----------------------------------|--------------------------------|-----------------------------------|-------------------------|
| *(7) STATUS CHANGE
(Check One) | <input type="checkbox"/> 10 - ACT | ACTIVE | <input type="checkbox"/> 30 - UC | Under Contract |
| | <input type="checkbox"/> 11 - ATB | Active U/C Take Back Up Offers | <input type="checkbox"/> 31 - UCC | Under Contract Conting. |
| | <input type="checkbox"/> 12 - ABM | Active Back On Market | <input type="checkbox"/> 40 - EXP | Expired |
| | | | <input type="checkbox"/> 50 - WDN | Withdrawn |
| | | | <input type="checkbox"/> 51 - WDT | Withdrawn Temporarily |
| | | | <input type="checkbox"/> 60 - RNT | Rented |

SOLD: The following information must be completed on Sold properties. If the listing is not currently in the computer system, complete and attach the appropriate Property Data

(7) SOLD STATUS (Check One)

- 20 - SLD Sold
- 21 - SCP Sold Co-op
- 22 - SNM Sold Non-Member

(77) HOW SOLD (Check One)

- 0 - REC Real Estate Contract
- 1 - CONV Conventional
- 2 - FHA FHA
- 3 - VA VA
- 4 - ASSUM Assumption
- 5 - CASH Cash
- 6 - CFD Contract For Deed
- 7 - FHMA Farm Home Admin.
- 8 - DOT Deed of Trust
- 9 - OTH Other

(78) Contract Date: _____

(79) Closing Date: _____

(80) Sold Price: \$ _____

(81) Days On Market: _____

(82) Selling Agent/Office: _____

(82A) Co-Selling Agent/Office: _____

(83) Days Under Contract: _____

(84) Closing Agent: _____

(85) Appraiser: _____

(86) Seller Concessions: _____ NO, _____ YES; \$ _____

(90) Additional Comments: _____

Owner/Seller Initials: _____

Date: _____

Owner/Seller Initials: _____

Date: _____

OTHER: _____

Owner/Seller Signature: _____ **Date:** _____
City of Benton City

Owner/Seller Signature: _____ **Date:** _____

BUYER'S AGENCY AGREEMENT

This Buyer's Agency Agreement is made this November 20, 2015 between 1
Tri-Cities Realty Group, LLC. ("Real Estate Firm" or "Firm") 2
and City Of Benton City ("Buyer"). 3

1. **AGENCY.** Firm appoints Clint Oliver/Claude Oliver ("Selling Broker") 4
to represent Buyer. This Agreement creates an agency relationship with Selling Broker and any of Firm's brokers 5
who supervise Selling Broker's performance as Buyer's agent ("Supervising Broker"). No other brokers affiliated 6
with Firm are agents of Buyer, except to the extent that Firm, in its discretion, appoints other brokers to act on 7
Buyer's behalf as and when needed. Buyer acknowledges receipt of the pamphlet entitled "The Law of Real 8
Estate Agency." 9

2. **EXCLUSIVE OR NON-EXCLUSIVE.** This Agreement creates a sole and exclusive; non-exclusive (non- 10
exclusive if not checked) agency relationship. 11

3. **AREA.** Selling Broker will search for real property for Buyer located in the following geographical areas: 12
Pacific Regional Multiple Listing Service (Benton and Franklin Counties, Wa) 13
_____ (unlimited if not filled in) ("Area"). 14

4. **FIRM'S LISTINGS/SELLING BROKER'S OWN LISTINGS/DUAL AGENCY.** If Selling Broker locates a property 15
listed by one of Firm's brokers other than Selling Broker ("Listing Broker"), Buyer consents to any Supervising 16
Broker, who also supervises Listing Broker, acting as a dual agent. Further, if Selling Broker locates a property 17
listed by Selling Broker, Buyer consents to Selling Broker and Supervising Broker acting as dual agents. 18

5. **TERM OF AGREEMENT.** This Agreement will expire 12/31/2017 (120 days from signing if not filled in) or by 19
prior written notice by either party. Buyer shall be under no obligation to Firm except for those obligations existing 20
at the time of termination. 21

6. **NO WARRANTIES OR REPRESENTATIONS.** Firm makes no warranties or representations regarding the value 22
of or the suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections 23
and investigations necessary to satisfy Buyer as to the property's suitability and value. 24

7. **INSPECTIONS RECOMMENDED.** Firm recommends that any offer to purchase a property be conditioned on 25
Buyer's inspection of the property and its improvements. Firm and Selling Broker have no expertise on these 26
matters and Buyer is solely responsible for interviewing and selecting all inspectors. 27

8. **COMPENSATION.** Buyer shall pay Firm compensation as follows: 28
Upon successful negotiations for acquiring the Department of Natural Resources land to 29
Benton City, this land will become listed with Tri-Cities Realty Group on terms 30
agreeable to both parties. 31

a. **Exclusive.** If the parties agree to an exclusive relationship in Paragraph 2 above and if Buyer shall, during the 32
course of this Agreement, purchase a property located in the Area, then Buyer shall pay to Firm the 33
compensation provided for herein. If Buyer shall, within six (6) months after the expiration or termination of 34
this Agreement, purchase a property located in the Area that was first brought to the attention of Buyer by the 35
efforts or actions of Firm, or through information secured directly or indirectly from or through Firm, then Buyer 36
shall pay to Firm the compensation provided for herein. 37

b. **Non-Exclusive.** If the parties agree to non-exclusive relationship in Paragraph 2 above and if Buyer shall, 38
during the course of or within six (6) months after the expiration or termination of this Agreement, purchase a 39
property that was first brought to the attention of Buyer by the efforts or actions of Firm, or through information 40
secured directly or indirectly from or through Firm, then Buyer shall pay to Firm the compensation provided for 41
herein. 42

BUYER: _____ BUYER: _____

BUYER'S AGENCY AGREEMENT
Continued

c. **MLS.** Firm will utilize a multiple listing service ("MLS") to locate properties and MLS rules may require the 43 seller to compensate Firm by apportioning a commission between the Listing Firm and Firm. Firm will disclose 44 any such commission or bonuses offered by the seller prior to preparing any offer. Buyer will be credited with 45 ~~any commission or bonus so payable to Firm. In the event that said commission and any bonus is less than 46~~ the compensation provided in this Agreement, Buyer will pay the difference to Firm at the time of closing. In 47 the event that said commission and any bonus is equal to or greater than the compensation provided for by 48 this Agreement, no compensation is due to Firm herein. If any of Firm's brokers act as a dual agent, Firm 49 shall receive the listing and selling commission paid by the seller plus any additional compensation Firm may 50 have negotiated with the seller. All such compensation shall be credited toward the fee specified above. 51

9. **V.A. TRANSACTIONS.** Due to VA regulations, VA financed transactions shall be conditioned upon the full 52 commission being paid by the seller. 53

10. **NO DISTRESSED HOME CONVEYANCE.** Firm will not represent or assist Buyer in a transaction that is a 54 "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A 55 "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed 56 Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the 57 property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed 58 Homeowner an interest in, or portion of the proceeds from a resale of the property. 59

11. **ATTORNEYS' FEES.** In the event of suit concerning this Agreement, including claims pursuant to the Washington 60 Consumer Protection Act, the prevailing party is entitled to court costs and a reasonable attorney's fee. The 61 venue of any suit shall be the county in which the property is located. 62

12. **OTHER AGREEMENTS (none if not filled in).** 63
No conflicting agency relationship. Each buyer confirms that no buyer has entered into 64
a written or oral agency relationship with any broker or brokerage firm covering the 65
services to be provided under this buyer agency relationship. 66

Buyer has read and approves this Agreement and hereby acknowledges receipt of a copy. 67

06/17/2016
Buyer _____ Date
City Of Benton City

Tri-Cities Realty Group, LLC. _____ 68
Firm (Company)

Buyer _____ Date

Clint Oliver / Claude Oliver 69
By: (Selling Broker)
Clint Oliver/Claude Oliver

PO Box 70 708 9th Street
Address _____

70

Benton City, Wa 99320
City, State, Zip _____

71

(509) 588-3322
Phone _____ Fax

72

cclerk@owt.com
E-mail Address _____

73

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: City Hall Construction- Update- Spink Engineering

DATE/ITEM: 06-21-16- H 11

BUDGET INFORMATION

DEPT: All

BUDGETED?

FUND: General

EXPENDITURE: ?

DESCRIPTION/SUMMARY

ACTION

Review of the air sampling results, and consideration of various improvements to the existing City Hall, as presented by the City Engineer

HISTORY

Here is a link to the CDC web page (<http://www.cdc.gov/fungal/diseases/aspergillosis/index.html>)
For more information on the mold with the high counts.

ATTACHMENTS

- | | |
|------------------------|----|
| 1) Air Sampling Report | 3) |
| 2) Action List | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

I make a motion that we approve the expenditure of an estimated \$ _____, plus sales tax, to complete items _____ on proposed list. The Council is aware that some of these costs may be more than listed because of the uncertainty of the quantity or extent of the conditions present.



Engineering +
Environmental

June 9, 2016

Alan Rainey
Spink Engineering
1045 Jadwin Avenue
Richland, Washington 99352

Via email: Alan@spinkeng.com

Re: Fungal Sample Results
Benton City City Hall
PBS Project No.: 64389.000

Dear Mr. Rainey:

On May 31, 2016, PBS Engineering and Environmental Inc. (PBS) performed limited fungal air sampling and tape lift fungal sampling at the City Hall located in Benton City, Washington.

BACKGROUND

This investigation and sampling was performed to address concerns following a moisture intrusion event that occurred in the past that. Also, fungal growth was observed on a wood wall in the Sheriff's Office.

FUNGAL PARTICULATE AIR SAMPLING

PBS performed airborne non-viable fungal sampling at the above-referenced locations. Two (2) samples were collected from the Sherriff's Office and the archive storage room. Another interior sample was collected from an occupied area to use for comparison purposes of indoor fungal concentrations. PBS also collected one (1) additional sample from outside the building to use for analytical comparison purposes between indoor fungal concentrations and outdoor fungal concentrations.

Samples were collected during normal building operations. Samples were collected utilizing Air-O-Cell sampling cassettes with a high-volume vacuum pump. Each sample was collected at a flow rate of 15 liters per minute for ten (10) minutes (150 liters total per sample) from approximately four (4) feet above floor level. Samples were submitted under chain of custody to Lab/Cor, Inc. of Seattle, Washington, for fungal identification and quantification by an optical microscopic method. The results are summarized in the table below.

400 Bradley Boulevard, Suite 300, Richland, WA 99352
509.942.1600 Main
866.727.0140 Fax
www.pbsenv.com

Bend | Boise | Coos Bay | Eugene | Portland | Seattle | Tri-Cities | Vancouver | Walla Walla

Table 1: Fungal Particulate Air Sample Results

Sample Number	Sample Location	Total Count	Sample Breakdown	Spore Type
01	Sheriff's Office	5,780	5220 305 75 65 60 40 10 5	Aspergillus/Penicillium Myxo./ Periconia/ Smuts Basidiospores Cladosporium Aureobasidium Hyphal Fragments Ascospores Stachybotrys chartarum
	Archive Storage	500	270 125 30 30 15 15 10 5	Aspergillus/Penicillium Myxo./ Periconia/ Smuts Cladosporium Hyphal Fragments Aureobasidium Basidiospores Ascospores Aternaria
03	Receptionist Office	155	95 30 10 5 5 5 5	Myxo./ Periconia/ Smuts Cladosporium Hyphal Fragments Ascospores Aspergillus/Penicillium Basidiospores Stemphylium
04	Outdoor	1350	445 400 235 170 35 30 15 10 5 5	Basidiospores Myxo./ Periconia/ Smuts Ascospores Cladosporium Aureobasidium Aspergillus/Penicillium Hyphal Fragments Torula Altrnaria Ganoderma

Laboratory analysis of samples 01 and 02, collected from the Sheriff's office and archive storage room respectively, identified elevated concentrations of Aspergillus/Penicillium-like spores. Stachybotrys chartarum was identified in sample 01 collected from the Sheriff's office. These two types of spores are often

associated with moisture impacted building materials and their presence may indicate possible moisture impacts which may promote fungal growth.

Refer to the attached laboratory analysis report for additional information.

TAPE LIFT FUNGAL SAMPLING

The suspect fungal tape lift sample was submitted to Lab/Cor, Inc., in Seattle, Washington, under chain of custody protocols for fungal identification and relative quantification by an optical microscopic method.

The following Table 1 summarizes the results of the fungal testing for the tape lift samples.

Table 1: Tape Lift Fungal Results

Sample Number	Sample Location	Sample Breakdown	Predominant Spore Type
TL05	Sheriff's Office	High High Moderate Moderate Moderate	Aspergillus/Penicillium Aureobasidium Cladosporium Hyphal Fragments Ulocladium

The results of the laboratory analysis for the tape lift samples collected during this investigation indicate that fungal material is present in the area sampled.

Spores determined to have a relative abundance of "moderate" or "high" may indicate potential fungal concerns, but must be taken into consideration with other site conditions. Spores determined to have a relative abundance of "low" or "trace" are considered to be background levels.

Refer to the attached laboratory reports for more detailed information.

CONCLUSIONS

Based on visual observations and laboratory analysis results, PBS reports the following:

- Laboratory analyses has confirmed elevated fungal spore concentrations in the air samples collected from the Sheriff's office and the archive storage room.
- Visible fungal growth was observed in the Sheriff's office.
- Laboratory analysis has confirmed high to moderate concentrations of fungal spores in visible fungal growth on a wood wall collected from the Sheriff's office.

RECOMMENDATIONS

- PBS recommends utilizing a qualified remediation contractor to remove the visible fungal growth and fungal impacted wood in the Sherriff's office and the archive storage room according to the guidelines found in the Environmental Protection Agency's document "Mold Remediation in Schools and Commercial Buildings" (402-K-01-001).

- Retain a copy of this report for your records.

LIMITATIONS

The findings and conclusions in this report are limited to the areas inspected, as well as professional judgment concerning the significance of the data gathered during the investigation. Only accessible areas and materials were examined during this investigation.

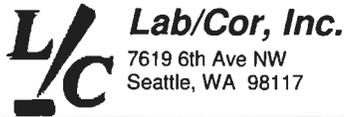
PBS appreciates the opportunity to provide consulting services to Spink Engineering. If you have any questions regarding this report or the laboratory results, please call me at 509.942.1600.

Sincerely,
PBS Engineering and Environmental Inc.

Kristen Hunt
Kristen Hunt
Sr. Project Manager - IH

Attachments: Laboratory Analysis Reports

KH/JP/smp



Lab/Cor, Inc.
7619 6th Ave NW
Seattle, WA 98117

Analysis Report Cover
Final Report

Phone: (206) 781-0155
http://www.labcor.net

A Professional Service Corporation in the Northwest

Job Number: 160505 SEA

Report Number: 160505R01

Client: PBS Engineering + Environmental

Report Date: 6/2/2016

**Address: 400 Bradley Blvd
Richland, WA 99352**

Project Name: Benton City Hall

Project No.: 64389.000

PO Number:

Sub Project:

Reference No.:

Enclosed please find results for samples submitted to our laboratory. A list of samples and analyses follows:

Lab/Cor Sample #	Client Sample # and Description	Analysis	Analysis Notes	Date Received:
160505 - S1	001 - Storage Area Near Stairs; Basement	NV, Air, Fungal ID		6/1/2016
160505 - S2	002 - Storage Rm. NW Side of Building; Basement	NV, Air, Fungal ID		6/1/2016
160505 - S3	003 - Office Area Upstairs	NV, Air, Fungal ID		6/1/2016
160505 - S4	004 - Outside Comparison	NV, Air, Fungal ID		6/1/2016

Nonviable Air Air samples follow preparation and analysis techniques outlined in Method 5 of the laboratory SOP; this method is based on guidelines from the Pan-American Aerobiology Association Standardized Protocol and ASTM Method 7391-09. Samples were collected using either an Air-O-Cell, Cyclex-D, Allergenco-D, or M2 Multi-Mold nonviable air sampling cassette. Characteristic morphologies were observed by optical microscopy at a magnification of 600x. For each individual particle type observed, data was reported in particles per cubic meter of air (m3).

Due to various factors that influence uncertainty (media type, particle loading, staining, instrumentation and other variable aspects of the method), only the first two figures reported are considered to be significant. The area analyzed on each sample is 20%.

Disclaimer The results reported relate only to the samples tested or analyzed; the laboratory is not responsible for data collected by personnel who are not affiliated with the laboratory. Results reported in both structures/cm3 and structures/mm2 are dependent on the sample volume and area. These parameters are measured and recorded by non-laboratory personnel and are not covered by the laboratory's accreditation. Interpretation of these results is the sole responsibility of the client.

If further clarification of these results is needed, please call us. Thank you for allowing the staff at Lab/Cor, Inc. the opportunity to provide you with the analytical services.

Sincerely,

x 

Ashley Tonge
Technician/Analyst

Nonviable Air

Job Number: 160505

Client: PBS Engineering + Environmental

Project Name: Benton City Hall

Project No.: 64389.000

Reference No.:

Report Number: 160505R01

Date Received: 6/1/2016

Lab/Cor ID:	S1	S2
Sample No.:	001	002
Description:	Storage Area Near Stairs; Basement	Storage Rm. NW Side of Building; Basement
Sample Measure:	150 L	150 L
Media Type:	Fungal-Air-O-Cell	Fungal-Air-O-Cell
Analyst - Analysis Date:	AT - 6/2/2016	AT - 6/2/2016
MRL:	33	33
Scope - Magnification:	Olympus BHT-BH2 - 600	Olympus BHT-BH2 - 600
Notes:		

Fungal Identification	Raw Count*	Total Count**	Total/m ³	Raw Count*	Total Count**	Total/m ³
Alternaria				1	5	33
Ascospores	2	10	67	2	10	67
Aspergillus/ Penicillium-like	1044	5220	34800	54	270	1800
Aureobasidium	12	60	400	3	15	100
Basidiospores	15	75	500	3	15	100
Cladosporium	13	65	433	6	30	200
Ganoderma						
Hyphal Fragments	8	40	267	6	30	200
Myxo./ Periconia/ Smuts	61	305	2033	25	125	833
Stachybotrys chartarum	1	5	33			
Stemphylium						
Torula						
Summary Total:	1156	5780	38533	100	500	3333

* - Raw Counts per 20% of Sample
** - Total Count per Sample

Nonviable Air

Job Number: 160505

Client: PBS Engineering + Environmental

Project Name: Benton City Hall

Project No.: 64389.000

Reference No.:

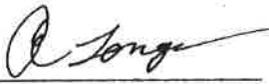
Report Number: 160505R01

Date Received: 6/1/2016

Lab/Cor ID:	S3	S4
Sample No.:	003	004
Description:	Office Area Upstairs	Outside Comparison
Sample Measure:	150 L	150 L
Media Type:	Fungal-Air-O-Cell	Fungal-Air-O-Cell
Analyst - Analysis Date:	AT - 6/2/2016	AT - 6/2/2016
MRL:	33	33
Scope - Magnification:	Olympus BHT-BH2 - 600	Olympus BHT-BH2 - 600
Notes:		

Fungal Identification	Raw Count*	Total Count**	Total/m ³	Raw Count*	Total Count**	Total/m ³
Alternaria				1	5	33
Ascospores	1	5	33	47	235	1567
Aspergillus/ Penicillium-like	1	5	33	6	30	200
Aureobasidium				7	35	233
Basidiospores	1	5	33	89	445	2967
Cladosporium	6	30	200	34	170	1133
Ganoderma				1	5	33
Hyphal Fragments	2	10	67	3	15	100
Myxo./ Periconia/ Smuts	19	95	633	80	400	2667
Stachybotrys chartarum						
Stemphylium	1	5	33			
Torula				2	10	67
Summary Total:	31	155	1032	270	1350	9000

Reviewed by:

x 

Ashley Tonge
 Technician/Analyst

* - Raw Counts per 20% of Sample
 ** - Total Count per Sample

Job Number: 160505 **SEA**

Report Number: 160505R02

Client: PBS Engineering + Environmental

Report Date: 6/2/2016

**Address: 400 Bradley Blvd
Richland, WA 99352**

Project Name: Benton City Hall

Project No.: 64389.000

PO Number:

Sub Project:

Reference No.:

Enclosed please find results for samples submitted to our laboratory. A list of samples and analyses follows:

Lab/Cor Sample #	Client Sample # and Description	Analysis	Analysis Notes	Date Received:
160505 - S5	TL05 -	NV, Surface, Fungal ID Qual.		6/1/2016

Nonviable Surface Surface samples (Swab or Tape) follow preparation and analysis techniques outlined in Method 7 and Method 9 of the laboratory SOP; these methods are based on guidelines from the Pan-American Aerobiology Association Standardized Protocol and ASTM Method 7391-09. Swab samples were suspended in a Peptone/ Tween buffered solution and stained using lacto-cotton blue. A 0.05 ml sub-sample of the buffered solution was then examined. Tape samples were mounted on a slide and stained using lacto-cotton blue.

Qualitative Analysis:

Characteristic morphologies were observed using optical microscopy at a magnification of 600x. Fungal and Particulates counts were reported in Relative Abundance (High, Moderate, Low, and Trace). The Minimum Reporting Limit (MRL) is 1 Fungal/ Particulate count (Trace Relative Abundance).

Quantitative Analysis:

Characteristic morphologies were observed using optical microscopy at a magnification of 600x. Fungal and Particulates counts were reported as the Total Concentration for each Fungal and Particulate type. The Minimum Reporting Limit (MRL) is 4 Fungal/ Particulate Counts/ cm² for Swab Samples and 6 Fungal/ Particulate Counts/ cm² for Tape Samples.

Disclaimer The results reported relate only to the samples tested or analyzed; the laboratory is not responsible for data collected by personnel who are not affiliated with the laboratory. Results reported in both structures/cm³ and structures/mm² are dependent on the sample volume and area. These parameters are measured and recorded by non-laboratory personnel and are not covered by the laboratory's accreditation. Interpretation of these results is the sole responsibility of the client.

If further clarification of these results is needed, please call us. Thank you for allowing the staff at Lab/Cor, Inc. the opportunity to provide you with the analytical services.

Sincerely,

x 

Ashley Tonge
Technician/Analyst

Nonviable Surface

Job Number: 160505

Report Number: 160505R02

Client: PBS Engineering + Environmental

Date Received: 6/1/2016

Project Name: Benton City Hall

Project No.: 64389.000

Reference No.:

Lab/Cor ID:	S5	
Sample No.:	TL05	
Description:		
Sample Measure:	1 each	
Media Type:	Fungal-BioTape	
Analyst:	AT	
Analysis Date:	6/2/2016	
Notes:		

Fungal Identification	Relative Abundance	Relative Abundance
Alternaria	Low	
Ascospores	Trace	
Aspergillus/ Penicillium-like	High	
Aureobasidium	High	
Cladosporium	Moderate	
Hyphal Fragments	Moderate	
Ulocladium	Moderate	

Reviewed by:

x 

Ashley Tonge
 Technician/Analyst

Trace = <10 counts in examined area
 Low = <30% coverage of examined area
 Moderate = 30% - 70% coverage of examined area
 High = >70% coverage of examined area

Fungal / Particulate Sample Chain of Custody Record

160505
1hr

Lab/Cor, Inc
 7619 6th Ave NW
 Seattle, WA 98117
 Office (206) 781-0155
 Fax (206) 789-8424
 mail@labcor.net
 www.labcor.net

Client: DBS Environmental
Address: 400 Bradley Blvd.
City, State, Zip: Richland, WA, 99352
Contact: Kristen Hunt
Phone: (509) 554-6219 **Fax:** _____
Email: Kristen.Hunt@pbesu.com
Other Info: Take Lift - Qualitative and Quantitative Analysis

Analysis Type:
Nonviable Options:
 Fungal ID
 Fungal & Particulate ID
 Particulate ID
 Quantitative Analysis
 (Total Count)
 Qualitative Analysis
 (Relative Abundance)
Viable Options:
 Complete Analysis
 Genera Only
 Stachy Only

Turnaround Time:
 6 hr RUSH*
 24 hours*
 48 hours
 3 days
 (NT Std)
 5 days
 Viable
 (7-10 days)

Project Name: Benton City Hall **Project Number:** 64389.000

P.O. Number: _____

Sample #	Sample Description	Sample Information						Sampling Information													
		Air		Swab		Bulk		Dust		Tape		Media Type		Sample Date	Sample Time		Sample Flow		Total Volume / Area		
		NV	V	NV	V	NV	V	NV	V	NV	V	MEA	Stachy		Other	On	Off	Start		End	Avg
001	See Attached	X																			150 L
002	"	X																			150 L
003	"	X																			150 L
004	"	X																			150 L
TL05	11									X											

Internal Lab Use Only

By signing below you are agreeing to comply with Lab/Cor's Requests, Tenders and Contracts.

Relinquished by: William Goff Date: 5/31/14 Time: _____

Received by: Jessica Swill Date: 6/1/14 Time: 10:10

Relinquished by: _____ Date: _____ Time: _____

Received by: _____ Date: _____ Time: _____

* Call ahead for TATs of 24hrs or less

S:\V\abc OCMaster Documents\Chain of Custody\CURRENT CHAINS\Fungal Particulate Chain of C... Record V06.doc

160505
2/2

Mold Air Sample Data Sheet

Client SPink Eng.

Date 5/31/16

Project Name Benton City Hall

Job # 64389.000

Date	5/31/16	5/31/16	5/31/16	5/31/16
Sampled by	WH	WH	WH	WH
Sample No.	001	002	003	004
Code				
Location	Storage Area Near Stairs; Basement	Storage Rm N.W. side of Building; Basement	Office Area Upstairs	outside Comparison
Activity				
Pump No.				
Time Started	10:24	10:23	10:39	10:38
Time Ended	10:34	10:33	10:49	10:48
Total Minutes	10	10	10	10
Flow Rate Start	15	15	15	15
Flow Rate End	15	15	15	15
Average Flow Rate	15	15	15	15
Total Liters	150	150	150	150

ACTION LIST FOR JUNE 21, 2016 COUNCIL MEETING

<u>Item</u>	<u>Cost Est.</u>	Yes	No
1 <u>Mold Abatement</u> This is an estimate of from All-Safe Abatement. They preformed the work in 2009 and along stairway in 2016. This is only an estimate. It may take more time and effort to remove all mold considering there may some we cannot see behind the ceiling tiles.	7,500	<input type="checkbox"/>	<input type="checkbox"/>
2 <u>Floor & Roof Beam Improvements</u> Includes Engineering, beam design, demo and replace false ceiling, laminations to roof beam and replacing basement beam.	35,300	<input type="checkbox"/>	<input type="checkbox"/>
3 <u>Front Sidewalk Replacement</u> Sidewalk with "curb" against the building is needed to keep water from entering the building.	6,400	<input type="checkbox"/>	<input type="checkbox"/>
4 <u>Building Front Replacement</u> New siding is needed to keep water from entering on the building front.	8,500	<input type="checkbox"/>	<input type="checkbox"/>
5 <u>Roofing Repairs</u> Instead of full roof replacement, portions of the roof cap and flashing can be replaced or repaired.	5,000	<input type="checkbox"/>	<input type="checkbox"/>
6 <u>Wall Base Sealing (Basement)</u>	4,000	<input type="checkbox"/>	<input type="checkbox"/>
7 <u>Wall Sealing (Stairway Area)</u> This will include the placement of a sealant material on the south wall along the stairway and area in front of the bathrooms. This will keep mositure from coming through the block surface and growing mold.	2,500	<input type="checkbox"/>	<input type="checkbox"/>
8 <u>Sidewal on South Side of Buildign</u> Remove and replace existing walkway (pavers & wood) on the southside of the building. This will require adjacent building owners approval as this is on their property.	5,000	<input type="checkbox"/>	<input type="checkbox"/>
Total	74,200		
Total Selected	<hr/>		

I make a motion that we approve the expenditure of an estimated \$ _____, plus sales tax, to complete items _____ on proposed list. The Council is aware that some of these costs may be more than listed because of the uncertainty of the quantity or extent of the conditions present.

CITY OF BENTON CITY
Voucher Summary Sheet

June 8, 2016 - June 21, 2016

FUND NAME	FUND NO.	PAYROLL	CLAIMS	TOTAL
CURRENT EXPENSE	001	28,313.40	26,873.71	55,187.11
CITY STREET	101	6,684.82	22.42	6,707.24
ARCHIVE	103		299.97	299.97
PARK & RECREATION CAPITAL IMPROVEMENT	302			0.00
I-82 BUSINESS PARK	350			0.00
WATER	401	13,501.12	153,303.84	166,804.96
SEWER	402	12,802.47	61,699.56	74,502.03
W/S CAPITAL IMPROVEMENT	406			0.00
W/S CAPITAL MAINTENANCE	407			0.00
'82/97 W/S BOND REDEMPTION	409			0.00
'82/97 W/S BOND RESERVE	410			0.00
TOTALS		61,301.81	242,199.50	303,501.31

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 21st day of June, 2016.

VOUCHER APPROVAL

I move to approve payment of Claim check numbers:

27699 thru 27757 with EFTs as listed in the amount of \$ 242,199.50

And Payroll Check numbers:

27688 thru 27698 with EFTs as listed in the amount of \$ 61,301.81

this 21st day of June, 2016.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY CLERK/TREASURER

CHECK REGISTER

City Of Benton City
MCAG #: 199

05/01/2016 To: 05/31/2016

Time: 13:37:34 Date: 06/17/2016
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2051	05/15/2016	Payroll	1	EFT		1,127.99	
2052	05/15/2016	Payroll	1	EFT		1,356.02	
2053	05/15/2016	Payroll	1	EFT		1,530.66	
2054	05/15/2016	Payroll	1	EFT		1,696.01	
2055	05/15/2016	Payroll	1	EFT		1,301.78	
2057	05/15/2016	Payroll	1	EFT		1,331.71	
2058	05/15/2016	Payroll	1	EFT		1,898.28	
2174	05/31/2016	Payroll	1	EFT		1,533.08	
2175	05/31/2016	Payroll	1	EFT		1,608.36	
2176	05/31/2016	Payroll	1	EFT		1,623.73	
2177	05/31/2016	Payroll	1	EFT		2,017.06	
2178	05/31/2016	Payroll	1	EFT		1,550.05	
2180	05/31/2016	Payroll	1	EFT		1,833.07	
2181	05/31/2016	Payroll	1	EFT		1,537.44	
2188	05/31/2016	Payroll	1	EFT		789.37	
2189	05/16/2016	Payroll	1	EFT	Department of Retirement Systems	575.00	05/01/2016 To 05/15/2016 - Deferred Comp.
2192	05/31/2016	Payroll	1	EFT	Aflac	407.70	05/01/2016 To 05/31/2016 - Aflac - Accident (Pre); 05/01/2016 To 05/31/2016 - Aflac - STD (Post); 05/01/2016 To 05/31/2016 - Aflac - Hospital IC (Pre)
2193	05/31/2016	Payroll	1	EFT	Department of Retirement Systems	7,186.47	05/01/2016 To 05/31/2016 - PRS2
2194	05/31/2016	Payroll	1	EFT	Department of Retirement Systems	575.00	05/16/2016 To 05/31/2016 - Deferred Comp.
2195	05/31/2016	Payroll	1	EFT	IRS - EFT Processing System	11,187.26	941 Deposit For 05/01/2016 - 05/31/2016
2056	05/15/2016	Payroll	1	27688		1,780.97	
2059	05/15/2016	Payroll	1	27689		1,243.08	
2179	05/31/2016	Payroll	1	27690		1,934.82	
2196	05/31/2016	Payroll	1	27691	Teamsters Local 839	471.00	05/01/2016 To 05/31/2016 - TEAMSTERS 839
2197	05/31/2016	Payroll	1	27692	Washington Teamsters Welfare Trust	11,821.50	05/01/2016 To 05/31/2016 - NW Admin
2182	05/31/2016	Payroll	1	27693		138.52	
2183	05/31/2016	Payroll	1	27694		711.80	
2184	05/31/2016	Payroll	1	27695		138.52	
2185	05/31/2016	Payroll	1	27696		118.52	
2186	05/31/2016	Payroll	1	27697		138.52	
2187	05/31/2016	Payroll	1	27698		138.52	
						28,313.40	001 Current Expense Fund
						6,684.82	101 City Street Fund
						13,501.12	401 Water Fund
						12,802.47	402 Sewer Fund

61,301.81 Payroll: 61,301.81

CHECK REGISTER

City Of Benton City
MCAG #: 199

06/08/2016 To: 06/21/2016

Time: 13:42:33 Date: 06/17/2016
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2385	06/21/2016	Claims	1	EFT	Benton PUD	36.94	Acct No. 289830000
2386	06/21/2016	Claims	1	EFT	Home Depot Credit Services	398.19	Acct No. 6035 3220 2492 1912
2278	06/08/2016	Claims	1	27699	Benton Co. Auditor	165.00	Lien Releases (5) -13th Street
2387	06/21/2016	Claims	1	27730	Able Tank & Toilet	144.00	Acct No. 3961456/Inv No. 1925864
2388	06/21/2016	Claims	1	27731	Ace Sales & Service, Inc	276.00	Acct No. CITYOFBENT/inv A-31478
2389	06/21/2016	Claims	1	27732	Armada	780.72	Client No. K2871/May
2390	06/21/2016	Claims	1	27733	Armada	189.82	Client No. K1302
2391	06/21/2016	Claims	1	27734	B.F. District Health Dept.	100.00	Acct No. 0101-340/May 2016
2392	06/21/2016	Claims	1	27735	C I Shred	299.97	Acct No. 2195/Inv No. 0035020
2393	06/21/2016	Claims	1	27736	Canon Financial Services	152.05	Acct No. 672589/Inv No. 16142872
2394	06/21/2016	Claims	1	27737	Canon Solutions America, Inc.	103.93	Acct No. 1847649/Inv No. 4019305363
2395	06/21/2016	Claims	1	27738	Carol Carey	100.00	Community Center Deposit Refund
2396	06/21/2016	Claims	1	27739	Cascade Analytical, Inc.	1,075.32	Acct No. 5444/Inv No. 225587
2397	06/21/2016	Claims	1	27740	Cintas Corporation #608	167.47	Acct No. 608-01838 May Charges
2398	06/21/2016	Claims	1	27741	Culbert Construction, Inc.	147,675.23	Well #5 - Pay Request #3
2399	06/21/2016	Claims	1	27742	EFC Equipment LLC	166.10	Inv No. 57102
2400	06/21/2016	Claims	1	27743	Ed's Disposal	319.18	Acct No. 2901037/Inv No. 1912374; Acct No.2007139/Inv No. 1912244
2401	06/21/2016	Claims	1	27744	Frontier	1,147.18	City Landlines
2402	06/21/2016	Claims	1	27745	Kerr Law Group	10,608.00	Contracted Legal Services
2403	06/21/2016	Claims	1	27746	Mail Finance	961.10	Customer No. 189378/Inv No. N5931397
2404	06/21/2016	Claims	1	27747	Mount's	103.66	Inv No. 212738
2405	06/21/2016	Claims	1	27748	Oxarc, Inc.	1,574.79	Acct No 203062/Inv No. 13404PP
2406	06/21/2016	Claims	1	27749	Red Mountain RV Rentals, LLC	17.35	May/June Charges
2407	06/21/2016	Claims	1	27750	Spink Engineering	14,140.00	Inv No. 2016-06/May 2016
2408	06/21/2016	Claims	1	27751	Staples Credit Plan	605.52	Acct No. 6035 5178 2017 4653
2409	06/21/2016	Claims	1	27752	The Building Department Inc.	7,225.85	Inv No. 778
2410	06/21/2016	Claims	1	27753	Tri-City Herald	156.97	Acct No. 447464 May Charges
2411	06/21/2016	Claims	1	27754	U.S. Cellular	403.18	Acct No. 952635344/Inv No. 0140184870
2412	06/21/2016	Claims	1	27755	Utilities Underground Location Ctr.	27.09	Acct NO. 144600/Inv No. 6050105
2413	06/21/2016	Claims	1	27756	WA St Dept of Ecology	53,029.89	Loan No. L030025A
2414	06/21/2016	Claims	1	27757	WA St Dept of Ecology	49.00	Acct No. 031000125/2015 Hazardous Waste Generation Fee
						26,873.71	
001 Current Expense Fund						22.42	
101 City Street Fund						299.97	
103 Sos Archive Grant						153,303.84	
401 Water Fund						61,699.56	
402 Sewer Fund						242,199.50	
						242,199.50	Claims: 242,199.50