



REGULAR CITY COUNCIL MEETING

July 19, 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 – July 5, 2016
2. Workshop – June 28, 2016

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

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

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

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

G. REGULAR REPORTS:

1. Sheriff Report
2. Staff Report
 - a) Code Report
 - b) Treasurer Report
 - c) 2017 Comprehensive Plan Update
3. Engineer Report
4. Council Committee Reports

****SPECIAL PRESENTATION- BRICKS- JAYNE CAIN****

H. ITEMS FOR APPROVAL:

1. First Reading – Yard Sales
2. First Reading – Unsafe & Unfit Buildings
3. Resolution #2016-13– DNR Letter of Intent
4. Purchase Request – Gas Alert Monitor- *Kyle Kurth*
5. City Hall Construction- Update- *Spink Engineering*
6. Resolution #2016-14 -Lease Agreement-Mumboo Plaza- *Mayor Lehman*
7. Vouchers

I. ITEMS FOR DISCUSSION:

1. Kerr Law Group Contract- *Mayor Lehman*
2. August 2, 2016-Council Meeting
3. Executive Session – *RCW 42.30.110(c)*

J. GENERAL COUNCIL COMMENTS:

K. ADJOURNMENT



**City of Benton City
Regular Council Meeting Minutes
July 5th, 2016**

CALL TO ORDER – Mayor Lehman called the July 5th, 2016 Regular Council meeting at the Community Center to order at 7:00 p.m. (00:11:26*Audio recording begins)

PRESENTATION OF THE COLORS – Mayor Lehman led the Council and audience in the Pledge of Allegiance. (00:11:37 *)

ROLL CALL (00:12:15*) Council Members Present –
Mary Lettau
Dave Sandretto
Jake Mokler
Lisa Stade
Vanessa Coates (In @ 7:01)

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

Other Professionals Present –
Keith Warner, Kerr Law Group
Larry Howell, President, Benton City E.D.C.
Randy Rutledge, Consultant, Benton City E.D.C.

Other Professionals Absent –
Alan Rainey, City Engineer, Spink Engineering LLC

READING AND APPROVAL OF MINUTES (00:12:46*)

- **REGULAR MEETING JUNE 21ST, 2016**
- **WORKSHOP – JUNE 14TH, 2016**

Councilmember Lettau: Madam Mayor, I move to approve the Minutes of the Regular Meeting, June 21st, 2016 and the Workshop June 14th, 2016.

Councilmember Stade: Second.

MOTION #1 -Councilmember M. Lettau moved and C. L. Stade seconded to approve the Minutes and the June 21st, 2016 Regular Council Meeting and the June 14th, 2015 Special Council Workshop Meeting as presented.

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

OPENING REMARKS, “HOUSEKEEPING” ITEMS, EXECUTIVE SESSION REQUESTS, ETC.
(00:13:19*)

APPROVAL OF AGENDA (00:13:35*)

Ms. Haug: So, we did not hear back from the contractor for Item H6, so it should be removed from the Agenda.

Mayor Lehman: Well #5? Gravel? Is that what you’re talking about?

Ms. Haug: Correct.

Mayor Lehman: Okay, and I do want to add a discussion item at the end, and that’s, we’ve already (inaudible) you of the contracts for Tri City Realty; found some things you may want to ask him to revise.

Councilmember Stade: Is Claude Oliver coming; been asked to come here tonight?

Mayor Lehman: No. I think it's just that I want you to be aware of what you've asked me to sign is not what we thought it was, so I just want to be clear that you all know that I think it needs some revisions, (inaudible) it's not what we're asking for.

Councilmember Stade: But we don't have a, we have a council present but not an attorney present that can give us legal advice.

Councilmember Lettau: Right. Yes, and I'm just going to go (inaudible) and what I think that we ought to do is request Mr. Oliver to make the changes.

Councilmember Stade: I would prefer to discuss it with Mr. Oliver and Lee Kerr here, so that way we have the attorney here and at the same time, you're discussing it so they can give us legal direction.

Mayor Lehman: Okay, but you realize that will delay the contract, because I'm not going to sign it until these changes are made.

Councilmember Stade: We started discussing it in May so that this wouldn't take place.

Mayor Lehman: Well, it's not my fault he didn't write up a, what I'd call a legitimate contract. We can discuss it later, if you want, and I'll point out my issues with it and then you can decide if you want to call him and debate it, but to me, it's quite simple – black and white.

Councilmember Lettau: I have a quick question; when you're, when you had that contract to sign, does Lee look that over before you sign it?

Mayor Lehman: I don't think he did.

Mr. Warner: In this instance, I don't believe; he looked it over, but I don't believe he, I don't believe he had it to look it over. We're just still trying to figure out what happened with that. Eric is on vacation right now. Lee was unaware of the contract and some of the issues that the Mayor had, so, I think he discussed that today and he's going to get ahold of it, a copy of it and go over it and make sure it's, you know, reviewed real, real thoroughly.

Councilmember Stade: So is Lee planning to be at our next council meeting?

Mr. Warner: I believe he is, yeah...

Councilmember Stade: Okay, so I think that would be a good time to discuss it, after he's had a chance to review it. I haven't seen the contract; I read the, I read the packet on Friday thoroughly and investigated some things today and I haven't read anything about the contract; is it on my desk just now? Is it on the table now?

Mayor Lehman: It was in your, it was in the, or was it in our packets or no? No. No.

Councilmember Stade: I don't feel comfortable discussing it without the attorney present and the attorney can review it, then Lee can come up next meeting and say, "This is, you know, this is what I reviewed that's illegal or legal and those kinds of things.

Mayor Lehman: I'm not saying those things are illegal, I'm just saying he, he hasn't not filled it out properly. For instance, he doesn't have the parcel number on the land; he doesn't specify what land we are talking about, so it's things like that. I just wanted to make Council aware of them, I have sent this on to Mr. Kerr.

Councilmember Stade: And we just received this on our desk today?

Mayor Lehman: Yes! I just sent it out on Sunday. Well, I sent it to him on Sunday.

Councilmember Stade: Okay, so I, it...

Mayor Lehman: This was the earliest you could have received it.

Councilmember Coates: Sent it to Claude Oliver or sent it to Lee.

Mayor Lehman: Claude Oliver (inaudible). I sent it to Lee Kerr for my questions.

Councilmember Stade: So I would, I would recommend tabling that until the following meeting. Last meeting, Mr. Kerr had said Council had decided and then they were to sign it and now (inaudible) some things; I think that's worth discussion and we can do that with the attorney present.

Mayor Lehman: That's fine. Maybe you'll have them corrected by then, otherwise (inaudible).

Councilmember Stade: That would be great, then it's a non-issue. Good, good, yeah. I'd also like to discuss a motion for a, kind of brings up the topic as far, if we don't receive it in our packets on Friday, by noon, then we don't, then we don't act upon it, unless it's a matter of, like, drastic need for the needs of the City or it would be an undue financial burden on the City or the party or it's a federal deadline, so that that way, we have a, the reason why we have the packets is that that we can get the information in a timely manner, research it and ask the questions before hand, and I'm a fast reader but this is a large stack of items to get the day of the meeting and I, I think that we need to have a motion that we have an ordinance drafted in the past; we just had a policy. If it wasn't there before noon or Thursday night, that we didn't receive it in the packet. It just went to the following week, unless it was a change order or like a sewer, water or flood, or something that we needed to authorize after the fact that, Mayor, that you have take care of because the City needed it. But I would, I would also like to discuss that.

Mayor Lehman: This packet, which I had asked only to print the front page of, to give to you all (inaudible), Mr. Rainey and so it's relevant to our discussion item.

Councilmember Stade: And who, who did, who sent it to us?

Mayor Lehman: The engineer, Mr. Rainey. Said he couldn't be here and he wanted to have, wanted you to have this information, so that's why (inaudible) tonight. I don't expect you to read it all. And Stephanie, I see that you had copied a letter from Mr. Mehaffy, was that (inaudible) copy or not?

Ms. Haug: Yeah, everything that was at your place is what all the rest of the Council people had their place as well.

Mayor Lehman: Okay, so I went ahead and made some copies of that and highlighted the parts that I think is (inaudible) in that letter, but we can go through it when we get to it. Okay, so approval of the Agenda.

Councilmember Stade: As amended, I move to approve the Agenda as amended.

Councilmember Lettau: I second.

Mayor Lehman: Okay, did we agree to discuss this, or what else did you add to the Agenda?

Councilmember Stade: Just, I think we're omitting the, the one dealing with the well?

Councilmember Sandretto: H6 is out, and then you added your discussion items...

Mayor Lehman: Which I don't think that Lisa did not want, but I did add, I did ask for it to be added. I don't know, we've pretty much discussed it.

Councilmember Sandretto: Are we through with that or...?

Councilmember Stade: Yeah, I prefer to (inaudible) didn't even have to use council attorney time if Claude makes the changes and if he's able to look it over; it may be a non-discussion item next meeting, so I prefer to table it until the next meeting.

Councilmember Lettau: But you wanted to add in the packet, I mean the deadline for the packet information, correct?

Councilmember Stade: Yeah, yes...

Mayor Lehman: And that probably is not the right place to do it with the approval of the Agenda. We probably should have a Discussion Item for that?

Councilmember Stade: Sure! Discussion Item I2.

MOTION #2- C. L. Stade moved and C. M. Lettau seconded to approve the Agenda of the July 5th, 2016 Regular Council Meeting as amended.

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

VISITOR COMMENTS (00:23:04*)

Heather Duncan, Benton City Chamber of Commerce – Primary Election Voter’s Forum – July 14th – 7 p.m. – Kiona Benton High School P.A.C. Room – **Chamber Monthly Luncheon** – Wild Boar Grill – July 28th, 2016 – Sustainability – RSVP at Chamber * **Council Discussion** *

Cheryl Bowles, 705 Ellen Avenue: I think we need to do something about people getting special; we need to do something about special favors. How people can break the rules and get a special favor like what happened next door to me with the swimming pool. They were allowed to put a pool, which is fine, but they were allowed to put up a fence that was not, and they were given a “special okay, it’s cool”. I think when people pass that and say it’s okay, like our City Code guy, and who else approved it. I think there should be done about the ones who approved it when it was totally against the law.

Mayor Lehman: Yes, and as I mentioned to you earlier, I will be discussing it with Code Enforcement when he comes back from vacation.

Ms. Bowles: Yeah, I know, if it wasn’t for you, nothing would have got done, and we appreciate you so much, it’s unreal, because we got so many kids around there, it only takes once.

Councilmember Stade: How tall is the fence?

Mayor Lehman: It wasn’t to code; it was not a six foot fence all the way around and, and they had a at least about a foot under the gate, small gate, and (*inaudible*).

Ms. Bowles: I mean, it was a tarp. Gate...dog could walk up and scratch (*inaudible*)

Ms. Haug: Could I get your name for the record?

Councilmember Stade: And what’s your name, just for the record?

Ms. Bowles: Cheryl Bowles. I live at 705 Ellen Street. Been here since 1974. Linda came right down and took care of it for us. She’s great.

Councilmember Stade: Yeah, we, our code is six foot...

Ms. Bowles: Yeah, but it also has to be where a child can’t get through it.

Mayor Lehman: So anyway, he admitted that he knew it was not up to code and he said he would fix it on Friday and he did.

REGULAR REPORTS

1. EDC REPORT (00:27:37*) **Larry Howell, President, Benton City E.D.C./Randy Rutledge, Consultant, Benton City E.D.C.** <Written report provided> * **Council Discussion** *

2. STAFF REPORTS (00:34:26*) **Stephanie Haug, City Clerk/Treasurer – Maintenance Report – Treasurer Report** – In packets * **Council Discussion** *

3. ENGINEER REPORT (00:36:26*) None

4. COUNCIL COMMITTEE REPORTS (00:36:35*)

Councilmember Mokler – Emergency Medical Services – Hired firm to mitigate joining dispatches

Councilmember Stade – Ben Franklin Transit meeting – Marketing – Federal Building – Tulip Lane for Fair – Enter Oak Street every thirty minutes – Comp Plan for stops – Still educating public

ITEMS FOR APPROVAL:

1. SECOND READING – ORDINANCE 957 – IMPACT FEES (00:38:28*)

Councilmember Lettau: Madam Mayor, I move to approve on its Second Reading, Ordinance 957, creating a new Section 17.12.140 “Impact Fee Deferral Program”.

Councilmember Stade: I second.

MOTION #3- C. M. Lettau moved and C. L. Stade seconded to approve on its Second Reading, Ordinance 957, creating a new Section 17.12.140 “Impact Fee Deferral Program”.

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

2. SECOND READING – ORDINANCE 958 – SEWER LINES (00:38:57*)

Councilmember Stade: Madam Mayor, I’d like to make a motion to approve Ordinance No. 958, an ordinance of the City of Benton City, Washington, amending Benton City Municipal Code Section 13A.12.150 “Building Sewers – Required”.

Councilmember Coates: I second.

MOTION #4- C. L. Stade moved and C. V. Coates seconded to approve, on its Second Reading, Ordinance 958, of the City of Benton City, Washington, amending Benton City Municipal Code Section 13A.12.150 “Building Sewers – Required”.

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

3. ROUNDABOUT UTILITIES PROJECT ACCEPTANCE – Spink Engineering (00:39:31*)

Ms. Haug – Explanation of Roundabout Utilities Project Acceptance

Councilmember Coates: I move to approve the acceptance of the I-82 Roundabout Utility Relocation Project with the date of warranty to coincide with the Washington State Department of Transportation date of acceptance.

Councilmember Lettau: I second.

MOTION #5- C. V. Coates moved and C. M. Lettau seconded the acceptance of the I-82 Roundabout Utility Relocation Project with the date of warranty to coincide with the Washington State Department of Transportation date of acceptance.

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

4. CITY HALL CLOSURE – STAFF TRAINING – WEDNESDAY, AUGUST 31 – 7:30a.m.-1p.m. (00:40:47*)

Councilmember Coates: I move to approve the closure of City Hall, Wednesday, August 31st, from 7:30 a.m. to 1 p.m. for office staff to attend Customer Service training in Kennewick.

Councilmember Stade: Second.

MOTION #6- C. V. Coates moved and C. L. Stade seconded to approve the closure of City Hall on Wednesday, August 31st, from 7:30 a.m. to 1 p.m. for office staff to attend Customer Service training in Kennewick.

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

5. WELL #5 – CHANGE ORDER #4 – PAINTING DOORS (00:41:15*)

Councilmember Stade: Madam Mayor, I move to approve the Change Order #4 for the Well #5 Project in the amount of \$1,053.00.

Councilmember Coates: I second.

MOTION #7- C. L. Stade moved and C. V. Coates seconded to approve the Change Order #4 for the Well #5 Project in the amount of \$1,053.00.

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

6. WELL #5 – ADDITIONAL GRAVEL (00:41:55*) <<< Removed >>>

7. VOUCHERS (00:41:56*)

Councilmember Coates: I move to approve payment of Claim checks numbers 27767 thru 27782 with EFTs as listed in the amount of \$60,601.35 this 5th day of July, 2016.

Councilmember Lettau: I second.

MOTION #8- C. V. Coates moved and C. M. Lettau seconded to approve payment of Claim Check numbers 27767 thru 27782 with EFTs as listed in the amount of \$60,601.35, this 5th day of July 2016.

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

ITEMS FOR DISCUSSION (00:42:44*)

1. CITY HALL CONSTRUCTION – UPDATE

Mayor Lehman: Okay, we're ready for Items for Discussion and the first discussion item is City Hall Construction. The update was to be done by Spink Engineering, but in his absence, I'm going to read the discussion.

Councilmember Stade: Would you use the microphone, please, will turn the microphone?

Mayor Lehman: The topic on City Hall was to be led by Spink Engineering but he had a vacation that was more urgent, so I'm going to lead the discussion tonight. We're we left this off, I believe, is that there's a decision that needs to be made about whether or not to go forward with a new City Hall or improve the one that we have, and in your packet, you'll find that there is a letter dated June 28th, to the City Council from Richard Mumma and he is our building code official from The Building Department and what happened was, it was reported the last time was that we did not have to replace those beams. We had an inspection of the beams and the City Inspector felt that they were perfectly adequate and that there was no warping or no cracking, however, he reversed his position when he saw the original engineering report, so he has written us a letter that says he's in agreement with the first engineering report and we will have to replace both those beams. We had estimated them in the first cost estimate that we received and from the last cost estimate was \$147,000 plus, don't have those numbers in front of me, but there was like \$20,000 charge for the engineering. That was with the (inaudible) room so it'll be an additional \$35,000 on top of that, so that brings it up to around \$200,000 for the upper level floor, but with the addition of the beams, you may want to consider doing some of the work to, if you want to, bring the Council Chambers back in there, because with the steel beam, we could relocate and widen those beams so we could use the downstairs for a Council Chamber, but to do that, you have to, in my understanding is they have to build walls above and below and it will take, you know, some work to, to move those beams, jack it up and make sure that the walls hold, hold up the structure and then they can move the beams at the time that they put in the steel beam, and I don't know how much more that will cost, you know, but it certainly something we can look into to. The other information is about mold, and I don't expect you to look through all of it, but the point that he makes here is, I had a question with regard to the mold situation, whether or not the, the HVAC would need to be improved and he does consider that to be part of the mold abatement and he researched it and provided some information that he says "Two common, two items are common throughout the information I've read; One, take care of the leaks and two, provide adequate ventilation", and he has the references from our state which basically say all mold is, needs to be removed especially when its above the levels that it is. The other piece of information I wanted to share with you, which I believe was in the packets, about a year or so ago, I contacted Jim Beeler with a desire to get a marketing

brochure made for Benton City and Jim Beaver suggested that I contact the people that did the design on Vista Field, and so I thought "Wow! That's a big firm, but sure, I'll go ahead and ask, they can only say no" so I contacted this Michael Mehaffy, who is the designer of that, really designed the Vista Field project. He works for the company that's, initials, I don't know exactly what they initials are, he's a sub to them, and they're one of the largest companies in the world. Certainly, according Port of Kennewick, one of the top five companies in the world that does planning and design for cities. He spent about twelve hours out in Benton City and although I didn't get a drawing out of him, which my goal was, instead he prepared this initial evaluation and recommendations for Benton City Revitalization. I don't need to go through all of these, but some of them we have already done. We have taken steps to harmonize the color and with our design plans, but the part I want to get to is Item 8 and it says, basically, he likes the uniqueness of Benton City and it doesn't have the "big-box pall" as he calls it, and he says for that reason and because you thoroughly want to energize the core asset, the main street as much as possible, we would recommend that all the available sources of activity and draws of people be concentrated as much as possible on Ninth Street. One of the reasons that many small towns die is that their core losses, is that their core loses it's critical mass as new sites are found for core civic functions further away from the core. While each decision may logical and necessary at the time, the result is that the town core would lose, therefore we would recommend a strong focus of resources on the main street as much as possible, and that came from a year ago when I was telling him about City Hall being proposed over by the library. He just absolutely did not like that at all, so he did put it in the recommendations for town, so I meant to lead the discussion off with that and also to say that I hope something can be worked out soon because people are being exposed to mold and we've delayed the decision now, I think I brought it up the first time back in January and I personally don't enjoy having to breath in mold. I think people are entitled to a safe work space, one that's free from hazards, healthful or structural, and so I'd like to see something done towards that goal, so with that I'll open the discussion on whether or not we want to get a new one or prepare to spend \$200,000 to fix the one we have.

Councilmember Coates: Well, one of the things I've been thinking of is that we do already have the money set aside to do what we need to do with the City Hall as it is, and it would be more economic to go ahead and make the changes that we need to make on City Hall and during this past couple weeks, so many told me something that, well, I've had a lot of feedback on it, actually. Probably ninety percent of the people I've talked to, ninety five percent of the people I've talked said they would rather have it remodeled opposed to building a new City Hall, making the building a new City Hall just a big waste of money and but when one person told me we should look as our downtown as a historic district, not necessarily just main street or Ninth Street. Look at it as our historic district and think about that when we make the changes and that, that one really hit me hard. I thought, I thought that was kind of a, you know, some, something to really think about being a historic district of downtown, because that building's been there for a long time and the people that have grown up here, you know, like my mom says, "I remember when, you know, so-and-so was there and it was a hardware store and da-da-da-da" so it's just something we just shouldn't just lock the doors and walk away from and build a new building. I, I think it needs to be remodeled.

Mayor Lehman: Anyone else?

Councilmember Mokler: You mentioned your concern for health/safety; has there been work done to find an alternative location as I proposed the last time we discussed this?

Councilmember Coates: Until the mold was (inaudible)?

Mayor Lehman: (Inaudible) the Mumboo Plaza said they would rent us, Unit, I think it was, call it Unit A, on a monthly basis for a few months. The other newer units, it, he was thinking, well, if you're going to be there a year or two, and we have to, you know, design it, and that would cost more, course you'd pay for that, but he said with just going in and (inaudible) cost about \$1,000 a month.

Councilmember Stade: I requested last meeting that the, the City employees have the option to write down a report of their findings, because they're the people that work in City Hall and they're, they would

be the ones that need to deal with the remodel etc., and also give us ideas for what remodeling could be done and also if they wanted to be relocated or just, you know, you work around it, like work upstairs. We found out, that if you're not aware, that the mold is concentrated in downstairs in the Sheriff's Office and then the archive area which can be blocked off, so would, and it can be worked around in all the plans they told us what the cost would be but they can kind of keep that out of the way of the health and safety of the employees. I know it's a lot of work to move and to reset up networking and I wanted to hear from the employees so I asked last time if they would come up with some bulleted items because they're the ones that are working in the conditions. They know kind of the comprehensive evaluations of engineers about beams and things like that and upstairs seems to, you know, still check out that it's stable and okay as a workplace. Did, did the employees prepare any written statements, Stephanie?

Ms. Haug: No

Councilmember Stade: Paula, is there a reason?

Mayor Lehman: You asked them to come here so you could ask them questions.

Councilmember Stade: I read, I read, I did not, I read the notes and I said my concern was I wanted to have employees be able to share what their needs were without reflection on what the mayor, what your requests or your needs were and so that you could share what wanted and they could share what they wanted and needed...

Mayor Lehman: We clearly talked about the double time (*inaudible*)...

Councilmember Stade: And in the notes that we just approved, it said in the points, it said employees may come in person or employees may give in writing their information and put as far as the work environment and what needs they had and then you'd mentioned without reprisal from community, staff, employer, etc. Paula?

Ms. Kauer: We had a meeting scheduled to meet with Alan just to have staff kind of, that way that rather than have eight different people come in and tell you the same thing, we were just going to have one list; we were asked to not have that meeting.

Mayor Lehman: I did ask them not to because I was told at eleven o'clock that the engineer was going to meet with the staff and they weren't coming to the Council, that he would take the message forward and I, the way I remembered it, was you insisted that you question the staff, and I thought they were coming here and I did not want to subvert that and that is what I told them at the time, and so I said no, I don't want you to do that because that defeats the purpose, I believe that Mr. Kerr said that we had to have it in an open meeting, to me that was not an open meeting.

Councilmember Stade: He...he didn't, he said, he said the comments could be in person or they could be in writing, and the reason why I offered writing, the spirit of that was so that employees without, without filtered or passed on from admin, could say what their opinion is of the work environment without retribution; they could say what it was like irregardless of our personal opinion or their boss' opinion and it's in the Minutes, that said written or in person, so you thwarted our...

Mayor Lehman: Fine, fine, I misunderstood, I tried to do what you said, so I am not going to do anything to these people for speaking out. I don't know what you think I'm going to do to them?

Councilmember Stade: The conflict is you want an office for yourself...

Mayor Lehman: Yes I do.

Councilmember Stade: Employees may not, employees may have or I have ideas about you using the Council Chambers, you don't think that's proper or you've said it's not proper to the Office of the Mayor.

Mayor Lehman: I didn't say...the office would be in the Council Chambers...

Councilmember Stade: I wanted to have...

Mayor Lehman: We're thinking about putting up walls in the Council Chambers...

Councilmember Stade: Let me just say my experience. In the past, I was a department secretary and we were remodeling and it was asked of me, you know, what needs do you have as the secretary and I was, like, grateful for that opportunity because I didn't think I would be asked, but it made a lot of sense because I was the one that met the customer, I was the one that, you know, did the paperwork and so my idea was that they could either do a general, bulleted item so that it wouldn't be necessarily from Paula or from Code Enforcement or, you know, of things that they would like in it, in an office if it was to be remodeled that would better help them do their job and I didn't, I didn't, I felt like it would be faster, it would be anonymous, more, more open, more open and I didn't know that they weren't able to meet to come up with that written item.

Mayor Lehman: Do you realize that when I first went about this, that I asked them to prepare a plan, they prepared a plan for me which I (inaudible)...

Councilmember Coates: There is a writ, there is a design already written up.

Mayor Lehman: And I modified, they sent it directly to the architect, without me seeing it, so I stopped that until I had a chance to review it and I modified it slightly, they still have the same amount of space.

Councilmember Stade: The concern is, as a board members, we're, we're supposed to vote on, you know, how to, how to best use the community's money and where it should go and based on needs and wants, etc. and with us hearing from the employees, we're missing a big opportunity to make it geared towards employees and the citizens.

Councilmember Coates: How many people actually work in the City Hall office every day?

Mayor Lehman: About four or five (inaudible)...

Councilmember Coates: So four or five people work in City Hall office every day?

Mayor Lehman: The three clerks and sometimes JB and sometimes Kyle, and sometimes Krista.

Councilmember Coates: Okay, two of them are here tonight. Do we want to say anything on behalf of their co-workers?

Larry Livernois, Audience: Let's go! Let's hear what you have to say!

Councilmember Lettau: But again, I think you're, I think you're missing the point that Lisa was making, and that is, they, they answer directly to you, the Mayor, you can fire them, you hired them, so we want, Lisa, I believe, this is what you're asking for, we want their opinion without them putting themselves in a bad place. * Audience interruption *

Councilmember Coates: Why should they feel that way? *Audience interruption *

Councilmember Lettau: Okay, well it doesn't, okay, you know what?

Councilmember Stade: I'll tell you why.

Councilmember Lettau: It shouldn't be that way in a place where you're employed however, I've worked enough that I know that it happens, whether or not it's happened now, we've had a new mayor take over, there's a whole new feel when another mayor, when a new mayor comes in, the staff and the mayor, you know, they all have to get used to each other, but what I'm saying is she is the one who can fire and hire, so we...

Councilmember Coates: Not necessarily because they're union.

Councilmember Lettau: She has that position. We have nothing to say about who she hires or fires, that's what I'm trying to say. It all comes from her; it does not come from us. We have nothing to do with it, so that's what...

Councilmember Coates: Okay, so with that, whether or not we get a remodel of City Hall is, lies on the fact that everybody's worried about getting hired or fired?

Councilmember Lettau: No, you're not, you're not hearing what I'm saying.

Councilmember Stade: Can I, can I restate it...

Councilmember Coates: (Inaudible) point.

Councilmember Lettau: All we want to do is, all we want to do is hear from the people who work there, what ... * Audience interruption *

Councilmember Coates: They've already made a plan, (inaudible) *Audience interruption*

Councilmember Lettau: Can I, can I finish, please?

Larry Livernois: They're right there, sitting right there. Ask them.

Councilmember Lettau: Thank you! We want to hear, we want to hear what they have to say.

Councilmember Stade: There's about four more, just four more employees, is what, that's right.

Mayor Lehman: You're welcome to speak. I'm not holding their tongues...

Larry Livernois: Start with them...start somewhere...

Councilmember Sandretto: They don't want to speak, because they are scared. Enough of the bickering. They are scared to talk in front of you, Mayor. Sorry. Whether you give them that reason or not, that is the facts. Period. So they don't want to.

Larry Livernois: So talk to them. (inaudible) at least two things (inaudible)

Unidentified female: I don't buy that. I don't buy that.

* Audience interruption * (Inaudible)

Councilmember Lettau: Hold on! You guys are...they are out of order as far as discussion goes.

Mayor Lehman: No, it's not time yet.

Councilmember Stade: If, if employees wanted to meet and come up with bulleted items, and that meeting was cancelled, that is small evidence, and only one thing, and this is your first meeting that you're here, some of you,

Larry Livernois: Not mine...

Councilmember Stade: You don't interact on a weekly basis. So...

Larry Livernois: You guys are trying to pull the wool over of the peoples' eyes in this town, and I'm tired of it

Mayor Lehman: Please. Wait. You'll have your chance; you'll have your chance later.

Larry Livernois: (Inaudible) this crap! Don't you give me a dirty look, pal. You think it's funny? You think it's funny? (Slams door)

Councilmember Stade: I think we need a sheriff here next time.

Connie Meredith: Yeah, I think that was a threat...

Councilmember Stade: We need a sheriff here next meeting.

Mayor Lehman: That wouldn't have helped.

Councilmember Lettau: We want to hear what he has to say but it has to be in an orderly fashion, that's all we're trying to say. We need to discuss it. We want to hear what you have to say, but it has to be in an orderly way. We need you up at the mic, we need your name, so we know what you're saying and who you are, so that's, that's all we're asking from you who are sitting out there. We want to hear what you have to say. We are not trying to pull the wool over anybody's eyes. We've been discussing this for months, trying to figure out what is the best thing for Benton City? What do we want

to do? We don't want to spend a ton of money on a remodel is it's not going to do what we want it to do, so we're, we're kind of stuck. We're, we're trying to figure out what to do...

Cheryl Bowles, Audience: You ain't got but five people inside the office...

Councilmember Stade: We, we haven't made a decision...

Councilmember Lettau: We have someone who's been waiting patiently (*inaudible*), can she, can we have her...

Val Nessen: I have been waiting patiently, thank you. * **Audience interruption** *

Councilmember Lettau: Can you come to the mic, please?

Val Nessen: Okay, yes I can. There's been a lot of discussion on Facebook, the Benton City websites, a lot of people weighing in on this. Most people are weighing in that they think we should renovate the building. I think renovation makes sense because of the cost itself but I also think that if we build a new City Hall, will we not still need to renovate, so that we can sell or rent or will we just leave another empty, unusable building sitting on main street?

Councilmember Lettau: That's been part of our discussion, we have to, we have to do something to it before we can sell it, if we choose to sell it, so yes, that's been part of our discussion.

Councilmember Stade: And each week, we've found out more things that the City Hall needs. At first, it was a \$25,000, there was Plan 1, 2 or 3; \$25,000, \$45,000, \$125,000. Then dig a little deeper. One guys does a walk thru and says the beams aren't okay, the other person says the beams are grandfathered in unless we had over a hundred people upstairs which we never have, so then there's that practicability but, because one engineer said, in a walk thru, it's problematic, then the other engineer says I need to go by that, liability purposes, you know, so each week we've found out that it's a higher and higher cost to remodel. First, we're initially just saying make it safe, rent it, possibly build a new City Hall. I don't think anybody's ever decided new City Hall. That hasn't been a, that has never been voted on. That has never been majority. It's been simply, discussion items, ADA requirements, beam requirements, mold abatement, new information, and so, and then we also looked into grants. If we make part of our City Hall a community center, where kids and youth could use it, then part of that facility could be paid in grants. We also looked at interest rates on low interest loans, and so we are really are in the discussion stage, I don't, I don't, have read any of the Facebook thing, maybe it's been implied that it that it was decided, but it hasn't been.

Councilmember Sandretto: We're still talking, the problem is, is that there's such a differential viewpoint here. The mayor wants to be downtown and I understand that. That's a good idea. The drawback to that is that building is basically, keeps having reoccurring problems. Mold abatement's happened twice now, and we've started a third round. Where it's gotten into the walls and the paint. We got water coming in the front. We have now roof beams, floor beams, when does the building become a point that the City quits throwing lipstick on a pig? When do we quit putting stuff into that building and look at putting in a new one?

Mayor Lehman: May I say something? I would like to say something about that. So far in the past, we have never taken an approach that cures everything; we've put bandaids on it, and let's just stop the water from all the sources. Unless you have the ventilation, then you can't get rid of it. It will come right back and that's throwing bad money after good. It's, it's, you have to take a wholistic approach with it and do it correct the first time and we have not. We did a piecemeal thing at the insistence of the engineer last time by scraping it off the wall. I argued with him then, that it was not permanent and we should fix it but the mold abatement people just wanted it out. So that cost us several thousand dollars and without fixing the outside, it's going to come back, so I don't want to do a piecemeal job. If we've a leak, we need to fix it. If you've got six leaks, you need to fix it.

Councilmember Sandretto: Yeah, but even at \$200,000, you're still doing a piecemeal job and you're not taking care of the basement completely.

Mayor Lehman: Who owns the building? (Inaudible) storage. (Inaudible) storage.

Councilmember Sandretto: Yeah, but you're still going to have the stairs office, right?

Mayor Lehman: Well, we don't have to, I mean, they, they're not using it now. I would like to offer it to them, but we don't have the money to do it. But right now, I also want to say that the girls have a fan in the basement and that fan is in front of the sheriff's office and it's pointing towards the bathroom, and to me it should be turned the other way, at least, because all that mold is being blown out and into the (inaudible) so we have to look at this from all the (inaudible)...

Councilmember Stade: The letter we just received today, said, from Spinks, is that they said, he said he wasn't an HVAC person but he would recommend some sort of ventilation so we've already asked different sources for information so why not ask for an HVAC person to give the information.

Mayor Lehman: (Inaudible) to come, but (inaudible)...

Councilmember Stade: No, if they already have one, I just didn't see HVAC listed on this latest.

Mayor Lehman: It's in there for \$20,000 (inaudible) \$22,000.

Councilmember Stade: Is that on last week's or this week's?

Mayor Lehman: (Yes) it's been on all of; it's been on all the (inaudible)...

Councilmember Stade: It keeps getting worse, the more that, and once you start to remodel, you are no longer grandfather clause, so ADA, parking, bathrooms upstairs, handicap

Mayor Lehman: It, ADA comes in anyway, (inaudible)...

Ms. Nessen: I approve, I fully approve of having an ADA facility in our city, in our town hall.

Councilmember Lettau: Well, actually the letter we got said we aren't grandfathered in. We have to make those changes, so...

Mayor Lehman: We have to.

Councilmember Stade: Unless we can prove financial whatever, we have to have a bathroom upstairs that's ADA and we have to have one down, well just accessible, wherever they would enter, yeah, so not opposed to that, it just another, another cost look at, to remodel.* **Audience Interruption ***

Ms. Haug: Can I get your name for the record, please? Thank you.

Ms. Nessen: I'm Val Nessen.

Councilmember Lettau: Thank you for coming. Appreciate your (inaudible).

Mayor Lehman: Yes, Mr. Rouse?

Steve Rouse: Steve Rouse, Demoss Road, Benton City. You talk about piecemeal repair of City Hall and yet somehow we contacted Mike Mehaffy and are we paying for his opinion?

Mayor Lehman: No, he's done all of this (inaudible) absolutely for free!

Mr. Rouse: Okay, terrific, okay, no I, I really like his idea of strengthening the Benton City core, you know, even though I kind of like the location of the library but I think the man's right, you know, got to stay on main street and whatever that takes, I think, you know, if we're asking for opinions, and we want help, we have to listen to the opinion and take the help and do something with it other than just throw it out the window, so I'm going with Mr. Mehaffy, I think, I think we ought to stay on main street with City Hall.

Cindy, DeLeur, Kiona-Benton Sentinel: Cindy, Kiona Sentinel. So if I'm understanding correctly, your options are to remodel the building or build a new building, and if you are to build a new building, you don't know whether you would sell the old building or what you would do with it. It would sit there vacant, apparently, for at least a little while. In order for somebody to buy that building, all those remodels would have to be done in the first place or you wouldn't be able to sell that building because

they wouldn't approve the inspection, so regardless of if you remodel it or build a new one, those remodels have to be done, so why are we paying or possibly looking at paying for a new City Hall on top of that?

Councilmember Lettau: Can I answer your question? In the past, up until, I think, tonight, we had several options that we were going to do, or options that we, choices we could have and at that particular time, the mold abatement, we all pretty much agreed, we would need to take care of that. That's a definite, so the guys gave a list of things that really needed to happen. He also gave us a list of things that should happen, and then there was a list of things that are, you know, maybe, if you want them, can happen, and all of those had a price tag, so that's kind of what we were looking at, is what really needs to happen? If we chose to go and build a new City Hall, would we just do the minimum to be able to sell it? And because, obviously, we do have to do some things to be able to sell it, so that was part, that was part of that discussion. How much do we do if we build a new City Hall or do we not build a new City Hall and then what do we want to do? How much money are we willing to pour into it and what really needs to happen?

Ms. DeLeur: But price comparison sounds like \$200,000 and I do realize that there's stuff that comes after any construction and it would be the same situation if you were to build a new building, there would be extra prices unaccounted for. Construction is, that's just the way that it is. So \$200,000 vs. a new building is covering all of the needs for the City Hall or just some of them?

Councilmember Sandretto: Some of them.

Mayor Lehman: (Inaudible) upper level, we wouldn't be, we wouldn't have the chamber meetings there.

Councilmember Sandretto: Council would still meet down here.

Councilmember Lettau: I think the price, wasn't the price tag about \$400,000 to do everything, the building complete, and that's just, that was before we knew, I mean, some of these other things have come up just in the last few weeks, (inaudible)...

Ms. DeLeur: What's the price tag on the new building?

Councilmember Sandretto: Last estimate Alan Rainey advised, when they looked at it several years ago, it was \$1.8 million. I'm going to guess you're going to have some increase on that, it's probably going to be closer to \$2.2 at this point.

Ms. DeLeur: So you're talking about \$400,000 to redo everything versus \$2.2 million possibly?

Councilmember Sandretto: Possibly.

Ms. DeLeur: And in order to just bring the building up to code, to be able to sell it so we don't have another vacant building on the strip, its \$200,000?

Councilmember Sandretto: \$900,000, or \$90,000. The only thing that they recommended as far as that, was mold abatement and replacement of roof and floor beams.

Ms. DeLeur: So really, you'd be looking at probably \$2.5 thousand (inaudible) including updating the old existing building plus building a new building?

Councilmember Sandretto: How much?

Ms. DeLeur: Around \$2.5.

Mayor Lehman: \$2.5 million?

Councilmember Sandretto: Yeah, possibly.

Councilmember Stade: And that's not, that's not including any grant money, like, whatever portion of that can be also used for another facility (inaudible).

Ms. DeLeur: My point is you have gentleman coming here like the one that left, you have the community feeling like they're not being heard or listen to and you're, you're trying to justify possibly \$2.5 million investment for taxpayers' money when you could get away with \$400,000. That's why you have people that come to these meetings and get mad. You don't need a sheriff; you need to listen to your community.

Councilmember Stade: I didn't ever...I never said yes to a new facility. Not once. Not one meeting.

Ms. DeLeur: I didn't say you did. I said you're comparing \$2.5 million of the taxpayers' money versus \$400,000. That's where the community feels they're not being heard.

Councilmember Lettau: But that's our job. It's our, it's our job to look at the whole picture and come up with the best thing for the community and the solution is (inaudible)

Ms. DeLeur: You can look at the whole picture, but I think we see two point, possibly \$2.5 million versus \$400,000, that picture's pretty clear.

Councilmember Sandretto: We've got...solution...

Councilmember Lettau: I understand that, but you know what?

Ms. DeLeur: Especially when we don't have anything in the community for our kids to do.

Councilmember Lettau: But you haven't been here to all the meetings and all the discussion that we've had.

Ms. DeLeur: I've watched them on TV, I've read the Minutes and I've been to a majority of them, at least ninety percent.

Councilmember Lettau: Okay, did you understand, too, that the questions out there that we did not want to build a new City Hall if it was going to tax our community? We wanted to make sure that we were, could get a low interest loan, so we've covered some of those things, too, and I understand that, I'm right there with you. \$400,000 versus \$2 million, I get that.

Ms. DeLeur: But you're up here talking about how the employees and I love the City employees regardless of what others may or may not think. They've helped me tremendously in several times and talked to me about several topics, but you're basing some of these decisions on what it is that they think when they're worried about getting fired or not fired. That's what unemployment is for. If there's a battle between them and they feel like they got fired for unjustified reasons, that's why we have unemployment so those battles can be fought.

Councilmember Lettau: I understand that, but what I want to know is if we did renovate our building, I want to know some of the things that would make their jobs easier, that's why I (inaudible)...

Ms. DeLeur: Then why don't you care about the Mayor having an office to make her job easier?

Councilmember Lettau: We've never said she couldn't have an office!

Ms. DeLeur: Every meeting, you conflict with her about that.

Councilmember Lettau: No, no, no, I do not! No, I do not. I did say that she could have the Chamber and we could make that an office, I've always said that, and I've always, I'm not going to say she can't have an office. I haven't said that so I'm not sure where you're getting your information for that comment.

Councilmember Stade: The Council Chambers. Yes.

Ms. DeLeur: Because you're, every time you fight tooth and nail for there not to be an office or there doesn't need to be an office, or it's too expensive or we should just build a new building. What you're, the (inaudible) that you guys try to connect is what I'm trying to point out to you that the community is frustrated over and you said you're trying to do best, use the community's money the best but you're not listening to them and what they want.

Councilmember Lettau: Well, this is the first meeting we've had people here who actually got up or had something to say on this topic. They have not been here any night until tonight, so, and I'm not on Facebook with our community, so if they want to come and talk to me or send me an email, I read my emails weekly. I don't have any emails from anybody with input. Otherwise, I would read it. I would gladly read it, but I don't know until tonight when (inaudible) we got this.

Ms. DeLeur: Why is it our city does not have a Facebook where people could do that that can't come to meetings because of jobs or kids or work?

Councilmember Lettau: Why can't they send an email? I'm sorry, I'm not someone who wants to have all that stuff thrown out on Facebook, I don't think it's necessary.

Ms. DeLeur: There are private messages, just like email (inaudible).

Councilmember Lettau: I understand that.

Ms. DeLeur: And most cities do have a Facebook and it's not necessarily where you air dirty laundry but it's where you draw attention to your community and your town.

Councilmember Lettau: Why can't they just email that?

Councilmember Stade: Excuse me; can I say something regarding the Facebook? We can run into problems with open public meeting act if we do it on Facebook, so what I do have Facebook personally...

Ms. DeLeur: I said it's not a place to air your dirty laundry, there's private messaging, but it is a place where the community can say something if they have jobs or kids or a reason why they can't come to meetings, and most cities do have a Facebook that represents their town.

Councilmember Stade: Oh, it could be a general Facebook, but it wouldn't be individual to certain council people? But we have a council email and in fact, this is a great new addition that we've been doing since this mayor and it, we can only, we send and receive everything so that public records if its asked.

Ms. DeLeur: But as long as you continue to hide, the community's not going to hear it.

Councilmember Stade: Hiding? Explain that to me.

Ms. DeLeur: Yes, hide behind your council seat; hide behind what it is you think is right. You don't listen to the community. A lot of the community is upset, a lot of the community is feeling like they're not heard and that's the point that I'm trying to make. Whether it's Facebook, whether its email, whatever the case is, you have more people coming to meetings that affect them, whether it be marijuana, whether it be a new city building and they get, that's not what it's about. That's one of the points where we had meetings where people were frustrated because they feel they're not being heard. It is not about marijuana, it's about the meetings held that we had angry people at and they're angry because they're feeling like they're not being heard.

Councilmember Stade: Okay, I'm hearing you that you're saying that the community's not feeling heard. I'm saying that I can't offer Facebook as a choice, but I...

Ms. DeLeur: I said Facebook email, I said everything.

Councilmember Stade: So, email completely. I answered two hundred emails three weeks ago, to community members. This is the first night that people have come up as far as the thing. I really do want to hear and I have heard, but I hear that you're saying that you don't feel that you're being heard, and I really...

Ms. DeLeur: I saying the community feels like they're not being heard.

Councilmember Lettau: So you speak for the community?

Ms. DeLeur: I speak for people that I have said they don't feel like they're being heard, that aren't here.

Councilmember Lettau: Well, we had, okay, if you bring up the marijuana thing, we had several meetings where we allowed people to be heard for that reason.

Ms. DeLeur: I'm saying you had angry people at meetings no matter what the meeting topic was about, you had angry people because they don't feel like they're being heard, so it's not about marijuana, it's not about the building, it's because they feel like they're not being heard.

Councilmember Lettau: What do you suggest that we do so (inaudible)?

Ms. DeLeur: Get out in the community. Get out in the community and talk to people.

Councilmember Lettau: I have been doing that.

Ms. DeLeur: Then why aren't they here?

Councilmember Lettau: I don't know, I'm just telling you, you know, we do have full time jobs also, so it's not like we can just go out and do things, that's why we have the email for them to be able to email us and say we've got this concern and we're more that (inaudible)...

Ms. DeLeur: And if you take your job seriously, I think you should get out in the community more often.

Councilmember Lettau: Well, that, you know, I will agree with you. I would love to be able to do that more often.

Randy Rutledge: Randy Rutledge. Speaking (inaudible). I've been coming to these meetings about twelve years and there's never been a big crowd (inaudible) in these offices. I said I've been coming to these meetings about twelve years and there's never been a big crowd as (inaudible) at the chamber meetings or at the City Council meetings so I don't think you, I think you got legislate somewhat to the Benton City elect you folks to legislate not two or three people who have an opinion sitting in this room trying to sway you. If that's the case, (inaudible) the whole town saying we can sway you so whatever your interest is, get on down here, because you can hear all kinds of sides to this argument. Probably not so much to spend \$2 million to explain that, but I don't think you people are not listening to the citizens of this town, and in just because you don't read Facebook, (inaudible) that's absolutely absurd.

Allison Alvarez: On the building, the renovation versus the new facility, I guess my main question would be renovations for this facilities around City Hall, if you renovate City Hall, make all the renovations that need to be done, how would renovations be done facilities connected to it impact those renovations so I understand that the \$200,000 is for the upstairs. Say you, got the basement, do the bottom floor and everything that needs to be done and its brought up to City Code, State Code, all the ADA compliance and everything that needs to be done to get it so that people can work in there safely, the facilities are connected. If they need renovations, will that, I guess, degrade the renovations that the taxpayers are paying for the City Hall.

Mayor Lehman: Let me address that. The building are not physically connected, first of all, but no, the Revitalization Committee has an initiative and we're trying to help the town develop a more harmonious feel and look so we offer incentives for any of those buildings that want to repaint, we will pay the first \$100 of that, if they paint it in one of our harmonious colors. We also have done quite a bit of fundraising for various things, so we had a big dance event and we picked certain projects that (inaudible) and we fund them ourselves, not the City but the Revitalization Committee.

Ms. Alvarez: So the facilities next to City Hall will not impact the renovations being to City Hall itself then?

Mayor Lehman: Not that I know of.

Councilmember Sandretto: So the renovations proposed, if we do the \$200,000 remodel would address water concerns along the south of the building as it sits currently which is between the Rustic Barrel and City Hall as well as the front and back of structure. I don't know that there's any water issues coming from the Minute Mart, but that has not been addressed at all, it's only been the other three sides.

Mayor Lehman: (Inaudible) The corner of our building that butts up against, what comes up closest to your building, we will have to dig up about three or four feet of the sidewalk but it's not really, it may be a little bit in front of your building, to get the slope...

Ms. Alvarez: I don't own a building down there. I don't own a building down there.

Mayor Lehman: Pardon, oh, okay, I thought it looked like you, it may affect the sidewalk temporarily but it probably won't last more than a few days.

Ms. Alvarez: So then I guess my next question would be the renovations that are done, you've mentioned there's been mold abatement and there's been renovation fixes over the years, the renovations that would be done, how long would these be, for lack of a better word, good for, because will we be in the same predicament ten years down the road and have to do another \$400,000 renovations or is this just another Band-Aid that will need to be done?

Mayor Lehman: I believe that, this this facility would be good for another ten years if we do proper installation and put in the offices that we've asked for. It should be good for an expansion and if we want to expand into the basement in the next five years, then we have that capability to do it.

Ms. Alvarez: So for only ten years is the renovation good for?

Mayor Lehman: Well, if you remodeled your home, it usually lasts for ten years so that what I'm assuming going to last for ten years.

Ms. Alvarez: One thing on the, on asking the employees a question, I'm not going to get into the political world of here, but I've worked in places and people don't want to talk against their bosses, however, what I will say employees come and go, yeah, you want your employees to be happy, absolutely you do, but the taxpayers are the ones who are paying for the renovations, they're the ones that really need to be happy with it. You want it to be comfortable for the employees to work every day, you don't want them to get sick. We don't want them to get mold in their lungs or any of that stuff for sure, but I don't think the political goings on really should come into play with the decision.

Councilmember Stade: Can I address that? Really, honestly, the spirit was not give us your dream list, tell us all the bells and whistle you want. I really believe that our employees are, like, we're in Benton City, we're going to make the most of it, we're going to make the best of it. So it wasn't tell us all the chandeliered dreams and caviar, all those things you want, it was literally just give us the practical input, so I think there was a misunderstanding because the previous, when you spoke, you kind of made a connection about unemployment and that kind of stuff, it's not really about that, it's not the community versus the City at all, it literally was what's your input. It wasn't what is the citizens think...

Ms. DeLeur: (Inaudible) about that. What I saying is if they were, if they are in fear of their jobs for whatever reason, whether they should or should not be, and they felt like they got fired for unjust reasons, unemployment fights that battle for them, so it shouldn't be a factor in whether we build or not.

Councilmember Stade: That's why I was just saying a written, general bullet points would just take it away from that name and face and it would just make it a general comment, not make it, make it just a little less hassle framing why I'm, I prefer less lawyer stuff and less litigation and so the more that we can make it more open dialogue, citizens to board and city council, and also staff, the better, so I agree that they can have input but you're right, ultimately we're responsible for what we decide and how it affects the citizens, and the taxpayer and that's where our responsibility sits. Thank you for coming in, I appreciate you giving it some thought.

Brenda Trammell: Hi, I'm Brenda Trammell and I'm on River Road, Benton City. I just have a couple of things, I do support the renovation idea just because of cost and it sounds like a good idea to keep it on main street, I agree that should be done, and I wanted to mention too, about the employee, asking the employees what they think. I remember working as a nurse, once when they were going to remodel the floor or something, sometimes they would ask the nurses, what do you need? Right? What would make this job easier and we would give some feedback if we had it, but that didn't change what action,

you know what I mean, that didn't then override the plan. They may have made some adjustments to make us more efficient or something like that, but I think in a way, this, the talk to, I think that they should be asked at the time if they want to give some feedback and from what I understand, they were (inaudible) but I think any city you ever asked would say that the mayor needs an office. I don't know why our previous mayor didn't have an office, maybe he felt he didn't need it but I think every city hall should have a mayor's office for goodness sake, that seems ridiculous to even have to discuss and its rather disrespectful not to support that idea. And as far, I wanted to mention, too, the Facebook thing. I moderate that Facebook thing, it's called Benton City News & Information, all you guys can join if you just search for it. We did ask people just to give us an idea of what they, whether they thought renovation or new. I got twenty seven responses on that page; twenty six said it was a no brainer, renovate; one of them said to move out to a rental property that you guys should forgo the whole building and the new building and just rent something else in town, in the plaza or somewhere like that. So that was the result of me asking, of course a lot of people saw it and didn't have an opinion so I don't know about that but just wanted to let you guys know, if you would like to follow what's going on, because there is a lot of discussion with the public, just follow that Facebook page and you'll see a lot of stuff, even if you don't want to comment, you could still, at least, see what people are saying.

Councilmember Sandretto: I follow it.

Ms. Trammell: Okay, I think, yeah, you do, too.

Councilmember Coates: I follow, closely.

Cheryl Bowles: (Inaudible) me and my big mouth (inaudible). My name is Cheryl Bowles, I live at 705 Ellen Street and I do believe our mayor should have an office, and people should be worried about their jobs. What happened to me, next door, was wrong. Code Enforcement approved it, and he should be terminated or suspended, wrote up or something. You want to see the pictures? I'll show them to you.

Councilmember Sandretto: You (inaudible)? I ain't fighting you!

Ms. Bowles: Okay, 'cuz I got the pictures to prove it. Four foot on one side, plastic, a gate off the fence, off the ground, kids around me had to lose their pool last year, because the parents weren't up to code and this here guy is one of our officials on Benton City who was breaking all the rules and getting away with it. That's wrong, very wrong. Linda came down and took care of it. Thank God she did. I'm very glad. And no, we don't need a \$2 million new building. I think, if we're going renovate, fix up downtown, then our office should be the one that shows the example of fixing downtown. It should be. And things need to be shook up. Just the way I feel. You ready? 'Cuz I want more playgrounds...

Councilmember Sandretto: I think we all do. * Council Concensus *

Ms. Bowles: And how many times have people donated money to this town for a swimming pool? And its gone elsewhere. We need things for our kids.

Mayor Lehman: Yes we do. (Inaudible)

Councilmember Stade: I agree, I agree.

Ms. Bowles: If we had a recreation center or even talk to our, what do you call it, our orchards and stuff around here and put up some kind of initiative or if they hired our teenagers out of high school and taught them how to pick cherries, they would get some kind of a tax credit or something. We need something like that going on, to get our kids out of a TV, a tablet, teach them how to do construction. I mean, we had apprentices do our, our skate board deal up there, that was awesome. I mean, there's no reason why we can't do more of that stuff. * Council concensus * yeah, and I been here since '74, okay, thank you.

Council: Thank you.

Mayor Lehman: Does anyone else want to speak?

Larry Howell: Who owns the building? Does the City own the building?

Mayor Lehman: Yes.

Connie Meredith: Connie Meredith, 913 W. 13th Street. How old is the building?

Mayor Lehman: Seventy years.

Ms. Meredith: Seventy years old? And how often do you, are you in the building for mayor?

Mayor Lehman: I am in there on the weekends and I'm there on Fridays, and (inaudible)...

Ms. Meredith: And I have nothing against you having an office, I just, you're only there Fridays, one day a week?

Mayor Lehman: No, I'm there; I have meetings all the time. I have meetings in the evening

Ms. Meredith: You're a full time mayor or, full time or part time mayor?

Mayor Lehman: I'm a part time mayor.

Ms. Meredith: Part time mayor. So you can't use the Chambers for an office, with maybe...?

Mayor Lehman: That's what I've been I've been doing, I've been sitting at a table in a dirty chamber and I think it's quite embarrassing and it exposes me to mold whenever I'm in there.

Ms. Meredith: How, how...can you explain dirty?

Mayor Lehman: Yeah, the carpets are filthy; they probably haven't been replaced in thirty years.

Ms. Meredith: Okay, so with renovations, I mean, I wouldn't put \$200,000 in my house. I would do the bare bone, bare bones renovation to be able to get by, is what I would do. I'm not going to, you know, even \$400,000, I'm not going to put \$400,000 into my home. I would tear it down and rebuild, is what I would do, but that's, you know, my opinion. But I, you know, I'm not against, you know, getting it up to code, doing all that stuff, yes, that's fine, but...

Mayor Lehman: But not having any offices is...

Ms. Meredith: Well, I could see if you could have a cham...you could use the chambers but can't they build some...?

Mayor Lehman: When we add, if we add an ADA bathroom, that will get rid of everyone's office except for Stephanie's. No one will have an office, we can all share the Chamber, and if that's what you want for the mayor and they can (inaudible)

Ms. Meredith: I can't see spending \$200,000 and now we found out the beams need to be...?

Mayor Lehman: No, that's included in it. We (inaudible) the beams all along.

Councilmember Sandretto: Yeah, that's part of it.

Ms. Meredith: In the \$200,000? And then we still haven't gotten into the walls and ceiling might even come in, like there might be another change order along the way, too? Is that possible?

Mayor Lehman: Yes. We don't know.

Councilmember Sandretto: I think Alan included \$25,000 in overages but I think if anybody knows anything, remodels, you never know, and...

Ms. Meredith: Right.

Mayor Lehman: The good thing about that building, though, it's all concrete block. There's not a whole lot of things like wood rot and stuff like that we're going to encounter.

Ms. Meredith: Right, right, yeah, but with the history, hist, you know, the historical avenue, too, but we also have the strip mall that's over there. Do we need businesses to get over that way also, too, and I know the main street, yes, great, we need it there, but we also need to get something that way, too, and we have other historical around here.

Mayor Lehman: We need a lot of things in this town, (inaudible)

Ms. Meredith: Yes, I know, yeah, but even with, you know, the library at City Hall, and I'm not saying to build a new City Hall, no, I'm not going to spend two million dollars, but the City Hall eventually, somewhere down the road, we have a grant writer, right? * Council consensus * And is that feasible to help us out?

Mayor Lehman: (Inaudible) is yes, we still have to borrow the money, but not for the grants. She made it pretty clear to us that the money, that was not available to us at this time. Only low income loans.

Ms. Meredith: Right, but can she help...? Oh, so there's no possibility of grants even down the road?

Mayor Lehman: If we, if we made the council chamber into a dual purpose community center, which would be a smaller than this, then maybe we could get a grant for a portion of that room.

Councilmember Stade: For the room and also the bathroom and have it dual purpose, and it could be larger than this room, it doesn't have to be limited to this size. That's still open.

Mayor Lehman: Well, this plan is drawn, it's not as big as this.

Councilmember Sandretto: Yeah, you're right. That's the way the plan is drawn currently but there's always...

Ms. Meredith: Options, right?

Councilmember Sandretto: Yeah, it's just...

Mayor Lehman: There's not a lot of space over there to expand in.

Ms. Meredith: But there's an option anyway, so there's still that (inaudible) right? I just...

Mayor Lehman: Yes.

Councilmember Stade: And there's other grants for going forward for the community for our students and for our kids and for recreation, and that's, that's good news about the \$75,000 grant. I just heard about that, that's awesome, so that's steps in the right direction. (Inaudible) it happening for a long time.

Ms. Meredith: I just think the bare bones should be done in the renovation. It's an older building, I mean really old, and it doesn't really have the historical look like the old theatre, I'm going to refer to it as the old theatre, the automotive shop across the street, those are, you know, the post office was old, it was redone years ago, too.

Mayor Lehman: Thank you.

Councilmember Stade: Thank you, Connie.

Mr. Rouse: Could I get a second shot, (inaudible)?

Mayor Lehman: Yes, sure.

Mr. Rouse: You know, I, I empathize so fully with the employees. The employees are going to training and we're going to close the building, which is fine, I don't care, but you know, if, if you're sending them in to training, you're already unhappy with something I'm doing, so I don't blame the employees for not saying something, or anything or nothing, but anyway, parents don't go to school board meetings. I don't know what you, what you think you got here, but you know, unless you're having a pie social, parents won't go to school board meetings until they get their toes stepped on. Then they go but it is already too late. They don't go to E.D.C. Nobody goes to E.D.C. What is that? Educational Development Council? Nobody knows.

Councilmember Coates: I go every time.

Mr. Rouse: You're probably related. You've been in Benton City almost as long as I have. Don't let that out. You know, nobody goes to City Council meeting until you tell me you're going to bring

marijuana into my town, and you think those people came because they didn't like, nobody listens to me? No. That was a gang that I was part of, that came up to express really strong feelings, so don't tell me it's because this City doesn't listen to them. Employees just aren't open with their bosses. It, is the Mayor open with her boss? She's got a new job. Is she going to tell him what kind of office she wants, what color the walls are going to be? So for, no! She's going to take what comes down the line, and so do these people, unfortunately. You know, you, you, you guys can't, we as a city, you as a city council can't expect utopia, because if you do, you got the wrong job. And I'm not complaining, I think, you know, I've been here since '49 so I think I got longevity on everybody. But you can't, you can't expect, you know, is time up? Dave talks about putting lipstick on a pig, you know, I'm sorry, Benton City's been putting lipstick on a pig a long time, we kind of gotten used to that. Yeah, we want you to buy new lipstick, we want (inaudible) if you put lipstick on, got to take me to the movie, too, so we want it to be done right. We want Benton City to look good, and I really think you ought to stick with main drag. That's another question. Anyway, thank you.

Councilmember Stade: Thank you, thanks for the humor.

Mayor Lehman: Is there anyone else?

Councilmember Lettau: I would like to say just one more thing. I, I do appreciate the input that we get. I am not on the Facebook, and so I'm not hearing some of that. I do hear it from the neighbors and people that I have talked to at events like the 4th of July, you know, I like to get out there and talk to people at those kinds of things. But we really, I mean, when you're going to make a decision for your home, you take in all the facts and you determine what really needs to be done and the best way to make that, you know, which way you're going to go with, how much you can afford. That's where we're at, that's all we're doing, we have not swayed one way or the other. Are we scrutinizing certain things? Absolutely! We want the Mayor to have an office, we want that, too. We want to have a nice City Hall, that's never been, you know, that's never even been the problem, but we really do want to weigh all the facts and determine what is the best way to go, and so anyway, I appreciate your input. We need to hear what you have to say because this is a tough decision, that's why we're still talking about it months down the road. We're not going to jump and make a decision quickly because it is a big deal.

Councilmember Stade: And if I were to say anything about Mary, I would say that she is financially, fiscally responsible. I mean, if she says no or if she says yes, it's because she's scrutinized all sides and I've learned that about her and I appreciate that.

Mayor Lehman: Okay, so is the staff now refusing to say anything tonight?

Councilmember Stade: Refusing? I think the term would be if you'd feel more comfortable in writing and its so beat up...

Mayor Lehman: Okay, well I, I just want to say something that, you know, I, I feel really bad that you don't trust me and I think that you all know that I made a promise to you. Remember my promise? I said I will always be kind to you, did I not?

Ms. Kauer: I was on maternity leave so I didn't hear anything.

Mayor Lehman: Okay, I'm kind to you, am I not? And I always will be and I'm sorry that you're afraid to speak in front of me. It just...I don't understand it. I think it shows that, that you don't trust me and we need to work together somehow we need to find a way and hopefully the team building will accomplish that but you don't need to fear a reprisal.

Councilmember Coates: Maybe it's a possibility that they could anonymously write something down and leave it in my mailbox without leaving their name?

Mayor Lehman: That's, that's fine. I was under the impression...

Councilmember Stade: Or just forward it general statements to all of us, to all of us, to all of us...

Councilmember Coates: General statement on the computers so nobody can identify who it came from (inaudible).

Councilmember Stade: Just a group, just a group email so it's not any one person

Mayor Lehman: That's fine.

Mr. Ramirez – Chicken out – Talk about problems as group – Got to start somewhere – Cannot blame them for not speaking up – Should be easy – Usually ask for a raise

Councilmember Stade: And I, I think that one example that wasn't towards building trust, whether it was a misunderstanding, is if they, just tonight, they said they were having a meeting to write down their ideas together and then the boss, Mayor, cancelled the meeting, said, you know, don't hold this, so it's one thing to say there should be trust, there is trust but it's another thing if they're actually saying okay we're going to meet, we're going to take that first step, and we're going to trust, we're going to write down our ideas and then the boss says "Stop! I don't want you holding this meeting!" That's going to break that very first step where you're building a trust in a new relationship.

Mr. Ramirez – One way or another we're going to pay for it – Raising taxes

Councilmember Coates: I think it's always hard to go from one, one way of thinking to another, changing management. You are so used to being under, you know, the way of a certain manager or job or boss and then to go to a different type of boss, because I've worked jobs where I've changed bosses many times because I would always have a different team leader each time, and you know, you have some that are totally laid back and don't care and you know, like, you know, former mayors, they didn't need an office because they didn't come in, they did everything from home, but this mayor wants to be at City Hall and wants to be involved and I think it's going to take some time for the employees of City Hall to get used to a different manager.

Mr. Ramirez – Did the office for the Mayor – Should be already there?

Councilmember Coates: The office for the Mayor is being used by the Stephanie, which is...

Ms. Washburn: It's not Stephanie, it's the Code Enforcement Officer that has the old Mayor's office.

Mayor Lehman: One of the Mayor's offices (inaudible).

Councilmember Stade: So you know where the Council Chambers are where we used to meet? That's what the Mayor's using for her office. It's a, there's a table, there's chairs, it's a large facility, it's a large area and that's what she's currently using, and it needs carpets cleaned.

Mayor Lehman: It's no desk.

Councilmember Stade: There's a table.

Councilmember Coates: Well, it's a rather informal situation.

Councilmember Stade: You may realize, we're not in Richland. This is the make-do Benton City.

Mr. Ramirez - No changes in City Hall for forty years

Mayor Lehman: Alright, have we finished our discussion?

Mr. Kurth: So, I guess, just to clarification, I mean, is it okay like we were going to do is meet with Alan and compile everything together in drawings or whatever we can come up with or...?

Mayor Lehman: I guess, I guess.

Mr. Kurth: You guess or yes or...?

Mayor Lehman: I guess, yes, you can.

Councilmember Stade: We appreciate you guys taking that step and doing that and appreciate, Mayor, you okaying that, because you're responsible for the City staff and we have that dual roles where we're responsible for what we vote for monies and so that's kind of where we could work together.

Mayor Lehman: Okay, do you have a copy of their original plan that they gave me? Was that

including in the packet?

Ms. Haug: No.

Mayor Lehman: Okay, I had copies in mine (inaudible) but I, what I wanted you to see was the original plan they submitted to me and you can see the differences and what I proposed.

Councilmember Stade: And now do you have a list of what you incorporated from their ideas?

Mayor Lehman: Well, you can see what's been incorporated.

Councilmember Stade: Okay, so next meeting then we can just have that?

Mayor Lehman: I can tell you right now, I incorporated the breakroom and this one doesn't have the ADA, I'm not sure if this last plan is the ADA bathroom but theirs didn't because we didn't know that it had to, it had two bathrooms upstairs instead, had a break room which we did incorporate that and there were offices for the Clerk, and the Code Enforcement so I think, in general, everything is there. It may not be positioned in exactly the same location. I left them on the table at City Hall so they're there.

1. PACKET DEADLINE – (01:54:54*) – Councilmember Stade * Council Discussion *

GENERAL COUNCIL COMMENTS (01:59:13*)

Mayor Lehman: Okay, so is the City Hall discussion going to be added to the Agenda for next time as well?

Councilmember Sandretto: Probably, we're going to need to discuss some more on it.

Councilmember Stade: Is the engineer going to be here?

Councilmember Sandretto: Yeah, we really need to talk to him. * Council/Audience Discussion *

ADJOURNMENT – Mayor Lehman (02:00:30*)

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

Councilmember Stade: I second.

MOTION #9– C. D. Sandretto moved and C. L. Stade seconded to adjourn the July 5th, 2016 Regular Council Meeting at 8:49 p.m.

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

Meeting adjourned at 8:49 p.m. (02:00:45*Audio recording ends)

Linda Lehman
Mayor, City of Benton City

Stephanie Haug, CMC
City Clerk-Treasurer

Date: _____

**City of Benton City
Special Council Workshop Meeting Minutes
June 28th, 2016**

- A. CALL TO ORDER** – Mayor Lehman called the June 28th, 2016 Special Council Workshop Meeting at the Community Center to order at 6:13 p.m. (*Audio recording not available)
- B. PRESENTATION OF THE COLORS** – Randy Rutledge led the Council and audience in the Pledge of Allegiance. (*)

C. ROLL CALL (*)

Councilmembers Present – Jake Mokler
Dave Sandretto
Vanessa Coates
Lisa Stade (Arrived at 6:14 p.m.)

Councilmembers Absent - Mary Lettau

City Staff Present – Stephanie Haug, City Clerk/Treasurer
Kyle Kurth, Maintenance Foreman
Wade Oscarson, Certified Water/Sewer Operator

Other Professionals Present – Alan Rainey, Engineer, Spink Engineering, LLC
Eric Ferguson, City Attorney, Lee Kerr Group

Councilmember Coates: *Madam Mayor, I move to excuse Mary Lettau from the meeting.*

Councilmember Sandretto: *Second.*

MOTION #1- C. V. Coates moved and C. D. Sandretto seconded to excuse Councilmember Lettau from the June 14th, 2016 Special Council Workshop Meeting.

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

D. FACILITY TOUR - Alan Rainey, Engineer, Spink Engineering, LLC (*)

- 1) Well #5
- 2) Well #4
- 3) Booster Station
- 4) Well #2 & 3
- 5) Well #1 & City Hall Property
- 6) Lift Station – Lower River Road
- 7) Wastewater Treatment Plant & Maintenance Shop

(Return to Community Center at 8:23 p.m.)

E. DNR LAND DISCUSSION & REAL ESTATE SERVICES CONTRACT (00:02:19*Audio recording begins) ** Council Discussion **

F. ADJOURNMENT (00:34:58*)

Councilmember Sandretto: So now you want that motion to adjourn, and I give you that motion, Mayor.

Councilmember Coates: I second, I second.

MOTION #1- C. D. Sandretto moved and C. V. Coates seconded to adjourn the June 14th, 2016 Special Council Workshop Meeting at 8:57 p.m.

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

Meeting adjourned at 8:57 p.m. (00:35:07*Audio recording ends)

Linda Lehman
Mayor, City of Benton City

Stephanie Haug
City Clerk-Treasurer

Date: _____

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

During June 2016, the Benton County Sheriff's Office responded to 358 calls for service (249 in 2015). Attached is a schedule indicating the 51 case offenses resulting from the 358 calls for service (37 in 2015). During this month, 20 infraction offenses were issued.

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

BENTON CITY MONTHLY REPORT

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

BENTON CITY MONTHLY REPORT

INCIDENT	Jun-16						INCIDENT	Jun-15					
	TOTAL	AA	AJ	EA	EJ	U		TOTAL	AA	AJ	EA	EJ	U
LITTER							LITTER						
LOIT							LOIT						
LURING							LURING						
MAL/HARAS							MAL/HARAS						
MAL/MISC	4						MAL/MISC	2					
MENTAL							MENTAL						
MINOR/TOB							MINOR/TOB						
MISSING							MISSING						
NARCOTICS	3	2	2				NARCOTICS	2					
NOISE ORD							NOISE ORD						
OBSTRUCT							OBSTRUCT	1					
ORDER/VIO							ORDER/VIO	1	1				
PHONE							PHONE						
POSS/SPROP							POSS/SPROP						
PROPERTY	2						PROPERTY	2					
PROSTIT							PROSTIT						
RAPE	1		1				RAPE						
REC/STLN							REC/STLN						
ROBBERY							ROBBERY						
RUNAWAY							RUNAWAY						
SEX/OFF							SEX/OFF						
STALKING							STALKING						
SUICIDE							SUICIDE						
SUICIDE/AT							SUICIDE/AT						
SUSP/CIRCU	1						SUSP/CIRCU	1					
TATTOOING							TATTOOING						
THEFT	12						THEFT	8					
THEFT/SL							THEFT/SL	2					
THREATS							THREATS			2			
TMVWOP	1	1					TMVWOP						
TRAFFIC							TRAFFIC						
TRESPASS	3		3				TRESPASS	2					
UIBC							UIBC						
VEH/IMP							VEH/IMP						
VEH/PROWL	3						VEH/PROWL						
WARNT/OUT							WARNT/OUT						
WARNT/SER							WARNT/SER						
WEAPONS							WEAPONS						
WELF/CKS							WELF/CKS	1					
TOTAL	51	13	6	0	0	0	TOTAL	37	10	2	0	0	1

John Brown
Code Enforcement



CITY OF BENTON CITY
OFFICE OF CODE ENFORCEMENT

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

June 17, 2016 thru July 13, 2016

Public Contact: 59

Notice to Comply or Warning

6 – Dog Control

1 – Dog License and Rabies Vaccination

1 – Garbage Service

14 – Debris, Trash and Weeds

2 – Swimming Pools

1 – Expired Vehicle Tabs

1 – RV Parked on Road

1 - Selling Vehicle on City Street

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

2 – Yard Sales (No Permit)

2 – Abandoned Vehicle

Impound Animals 3 DOA and 4 Dogs

Returned to Owner: 4

Welfare Check: 2

Declared dog DD: 1

Building Permits: 4

TREASURERS REPORT

Fund Totals

City Of Benton City
MCAG #: 199

06/01/2016 To: 06/30/2016

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Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 Current Expense Fund	686,848.44	131,162.74	86,061.29	731,949.89	484.91	21,990.54	-203.71	754,221.63
101 City Street Fund	256,046.63	7,051.38	7,180.28	255,917.73	0.00	3,635.58	0.00	259,553.31
103 Sos Archive Grant	3,040.11	0.00	1,831.37	1,208.74	0.00	0.00	0.00	1,208.74
302 Park & Recreation Fund	109,797.94	2,890.81		112,688.75	0.00	0.00	0.00	112,688.75
350 I-82 Business/Industrial Park	27,933.62	64.26		27,997.88	0.00	0.00	0.00	27,997.88
401 Water Fund	1,807.05	337,121.60	182,380.31	156,548.34	130.68	8,554.99	-1,772.64	163,461.37
402 Sewer Fund	782,056.67	51,508.39	79,802.17	753,762.89	835.15	7,872.17	-1,727.02	760,743.19
406 Sewer/water Capital Improvment	95,003.99	377.67		95,381.66	0.00	0.00	0.00	95,381.66
407 Sewer/water Capital Maint.	182,729.34	0.00		182,729.34	0.00	0.00	0.00	182,729.34
	2,145,263.79	530,176.85	357,255.42	2,318,185.22	1,450.74	42,053.28	-3,703.37	2,357,985.87

TREASURERS REPORT

Account Totals

City Of Benton City
MCAG #: 199

06/01/2016 To: 06/30/2016

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Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 Checking	551,704.51	530,452.09	358,107.38	724,049.22	-3,769.28	43,504.02	763,783.96
5 Petty Cash Fund	100.00	0.00	0.00	100.00	0.00	0.00	100.00
6 Cash Drawers	200.00	0.00	0.00	200.00	-200.00	0.00	0.00
Total Cash:	552,004.51	530,452.09	358,107.38	724,349.22	-3,969.28	43,504.02	763,883.96
Investment Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
2 LGIP	1,583,897.10	642.60	0.00	1,584,539.70	0.00	0.00	1,584,539.70
3 Money Market	9,562.18	0.03	0.00	9,562.21	0.00	0.00	9,562.21
Total Investments:	1,593,459.28	642.63	0.00	1,594,101.91	0.00	0.00	1,594,101.91
	2,145,463.79	531,094.72	358,107.38	2,318,451.13	-3,969.28	43,504.02	2,357,985.87

TREASURERS REPORT

Fund Investments By Account

City of Benton City
 MCAG #: 199

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 Page: 3

06/01/2016 To: 06/30/2016

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 Current Expense Fund	484,371.51		128.52	128.52		484,500.03
101 000 City Street Fund	171,623.80		128.52	128.52		171,752.32
302 000 Park & Recreation Fund	40,001.99		64.26	64.26		40,066.25
350 000 I-82 Business/Industrial Park	21,221.07		64.26	64.26		21,285.33
401 000 Water Fund	43,970.85		128.52	128.52		44,099.37
402 000 Sewer Fund	656,477.82		128.52	128.52		656,606.34
406 000 Sewer/water Capital Improvement	74,534.06					74,534.06
407 000 Sewer/water Capital Maint.	91,696.00					91,696.00
2 - LGIP	1,583,897.10	0.00	642.60	642.60		1,584,539.70
001 000 Current Expense Fund	858.94		0.03	0.03		858.97
101 000 City Street Fund	2,800.71					2,800.71
302 000 Park & Recreation Fund	737.13					737.13
350 000 I-82 Business/Industrial Park	612.37					612.37
401 000 Water Fund	1,854.87					1,854.87
406 000 Sewer/water Capital Improvement	1,664.82					1,664.82
407 000 Sewer/water Capital Maint.	1,033.34					1,033.34
3 - Money Market	9,562.18	0.00	0.03	0.03		9,562.21
	1,593,459.28	0.00	642.63	642.63		1,594,101.91

TREASURERS REPORT

Fund Investment Totals

City Of Benton City
 MCAG #: 199
 06/01/2016 To: 06/30/2016
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Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 Current Expense Fund	485,230.45		128.55	128.55		485,359.00	246,590.89
101 City Street Fund	174,424.51		128.52	128.52		174,553.03	81,364.70
103 Sos Archive Grant						0.00	1,208.74
302 Park & Recreation Fund	40,739.12		64.26	64.26		40,803.38	71,885.37
350 I-82 Business/Industrial Park	21,833.44		64.26	64.26		21,897.70	6,100.18
401 Water Fund	45,825.72		128.52	128.52		45,954.24	110,594.10
402 Sewer Fund	656,477.82		128.52	128.52		656,606.34	97,156.55
406 Sewer/water Capital Improvement	76,198.88					76,198.88	19,182.78
407 Sewer/water Capital Maint.	92,729.34					92,729.34	90,000.00
	<u>1,593,459.28</u>		<u>642.63</u>	<u>642.63</u>		<u>1,594,101.91</u>	<u>724,083.31</u>

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

2,318,185.22

TREASURERS REPORT

Outstanding Vouchers

City Of Benton City
 MCAG #: 199

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2016	2501	06/27/2016	Util Pay	1		Xpress Bill-Pay	40.00	Xpress Bill Pay Import - Metavante
2016	2502	06/27/2016	Util Pay	1		Xpress Bill-Pay	86.88	Xpress Bill Pay Import - iPay
2016	2504	06/28/2016	Stop Pmt	1			65.91	Stop Payment Check 327192 And 27249
2016	2513	06/29/2016	Util Pay	1		Xpress Bill Pay, Credit Card Payments	699.06	Xpress Bill Pay Import - CC
2016	2514	06/30/2016	Util Pay	1		Batch Utility Customer	592.20	
2016	2529	06/30/2016	Tr Rec	1		Benton Co. Clerk	18.19	
2016	2530	06/30/2016	Tr Rec	1		Ralston, Jason & Gwen	37.02	Armada Payment
2016	2531	06/30/2016	Util Pay	1		Batch Utility Customer	151.15	PM Drop Box
2016	2532	06/30/2016	Util Pay	1		Xpress Bill Pay, Credit Card Payments	2,078.87	Xpress Bill Pay Import - CC
							<u>3,769.28</u>	
Receipts Outstanding:								
2016	2517	06/30/2016	Payroll	1	EFT	Krista Harmon	1,499.33	
2016	2518	06/30/2016	Payroll	1	EFT	Stephanie Haug	1,781.21	
2016	2519	06/30/2016	Payroll	1	EFT	Paula Kauer	1,425.94	
2016	2521	06/30/2016	Payroll	1	EFT	Nicholas Oscarson	2,190.01	
2016	2522	06/30/2016	Payroll	1	EFT	Diana Washburn	1,390.68	
2016	2523	06/30/2016	Payroll	1	EFT	Aflac	407.70	06/01/2016 To 06/30/2016 - Aflac - Accident (Pre); 06/01/2016 To 06/30/2016 - Aflac - STD (Post); 06/01/2016 To 06/30/2016 - Aflac - Hospital IC (Pre)
2016	2524	06/30/2016	Payroll	1	EFT	Department of Retirement Systems	6,666.86	06/01/2016 To 06/30/2016 - PRS2
2016	2525	06/30/2016	Payroll	1	EFT	Department of Retirement Systems	675.00	06/16/2016 To 06/30/2016 - Deferred Comp.
2016	2526	06/30/2016	Payroll	1	EFT	IRS - EFT Processing System	10,130.12	941 Deposit For 06/01/2016 - 06/30/2016
2016	2515	06/30/2016	Payroll	1	EFT	Jose Barragan	1,311.37	
2016	2516	06/30/2016	Payroll	1	EFT	John Brown	1,485.34	
2013	3235	09/17/2013	Claims	1	25661	Dean Little	0.02	Refund Inactive Cust Credit Bal
2013	4181	12/17/2013	Claims	1	25833	Elyssa Guest	10.00	Refund inactive customer credit balance
2014	380	01/21/2014	Claims	1	25926	Melanie Marsh	1.00	Refund inactive customer credit balance
2014	3993	11/30/2014	Payroll	1	26544	Michelle McLeod	138.52	
2016	1264	03/15/2016	Claims	1	27535	Blanca Zamora	100.00	Community Center Deposit Refund
2016	1698	04/19/2016	Claims	1	27593	Meghan Dodge	0.57	Refund inactive customer credit balance
2016	1707	04/19/2016	Claims	1	27602	Matthew Kincaid	157.09	Refund inactive customer credit balance
2016	2021	05/17/2016	Claims	1	27670	Stephanie Haug	70.74	Mileage-Training WCIA Yakima
2016	2022	05/17/2016	Claims	1	27671	Jordan Jones	10.00	Refund inactive customer credit balance
2016	2243	06/07/2016	Claims	1	27718	Linda Lehman	30.78	Mileage Reimbursement - 2016-05-06
2016	2246	06/07/2016	Claims	1	27721	Mable Rutt	100.00	Community Center Deposit Refund
2016	2389	06/21/2016	Claims	1	27732	Armada	780.72	Client No. K2871/May
2016	2390	06/21/2016	Claims	1	27733	Armada	189.82	Client No. K1302

TREASURERS REPORT

Outstanding Vouchers

City Of Benton City
 MCAG #: 199

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2016	2506	06/30/2016	Payroll	1	27758	Vanessa Coates	266.05	
2016	2507	06/30/2016	Payroll	1	27759	Mary Lettau	207.79	
2016	2508	06/30/2016	Payroll	1	27760	Linda Lehman	711.80	
2016	2509	06/30/2016	Payroll	1	27761	Jacob Mokler	275.52	
2016	2510	06/30/2016	Payroll	1	27762	David Sandretto	313.99	
2016	2511	06/30/2016	Payroll	1	27763	Lisa Stade	277.05	
2016	2527	06/30/2016	Payroll	1	27765	Teamsters Local 839	391.00	06/01/2016 To 06/30/2016 - TEAMSTERS 839
2016	2528	06/30/2016	Payroll	1	27766	Washington Teamsters Welfare Trust	10,508.00	06/01/2016 To 06/30/2016 - NW Admin
							43,504.02	

Fund	Claims	Payroll	Total
001 Current Expense Fund	484.91	21,990.54	22,475.45
101 City Street Fund	0.00	3,635.58	3,635.58
401 Water Fund	130.68	8,554.99	8,685.67
402 Sewer Fund	835.15	7,872.17	8,707.32
	1,450.74	42,053.28	43,504.02

TREASURERS REPORT

Signature Page

City Of Benton City
MCAG #: 199

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06/01/2016 To: 06/30/2016

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

Signed: _____

Clerk/Treasurer / Date



Memorandum

Date: July 8, 2016

To: Stephanie Haug, CMC; City of Benton City

From: Ferdouse Oneza, Oneza & Associates

Re: Visioning Summary of Benton City Comprehensive Plan Periodic Update

The visioning meeting for Benton City Comprehensive Plan Periodic Update was held on June 29th, 2016 at the Planning Commission workshop at Benton City Community Center. Vision discussion included big picture topics as well as some detailed ideas as summarized below. The meeting was attended by representatives from Benton City Economic Development Council, Ben-Franklin Transit, local news agency and Benton City residents.

Overall Vision for Benton City

- A place to raise family that provides quality of life for its the citizens
- A place for single individuals as well as aging population
- Reflects positive image of the entire town
- Hallmark of unique components:
 - Rural and small town character
 - Relaxed pace
 - A lively historic downtown
 - Public access to the river
- A safe place with jobs, housing and recreation opportunities for its citizens
- A town that grows/expands with appropriate densities and in the right locations so that its population can support local business

Detailed Objectives

Downtown

- Attract more people in the downtown area with a lively ambience of people sitting in cafes; beautiful storefronts
- Adopt a revitalization plan
- Coordinate local events to attract more people in downtown
- Inspire property owners to improve downtown businesses



- Create a “Third Place” where people interact and recreate outside of home and work

Recreational opportunities

- Promote outdoor activities
- Maintain bike and equestrian trails
- Enhance river accesses, parks
- Improve water activities
- Create a sports complex
- Offer activities and enjoyments for residents of all age groups

Industrial land

- I-82 Interchange area and DNR land for future industrial development

Safety

- Offer a safe environment for residents
- Implement CPTED (Crime Prevention through Environmental Design) principles, e.g. lighting, fencing, visibility, location of facilities etc.

Housing

- Ensure housing opportunities for all income groups
- Offer services and facilities for aging population

UGA Boundary

- Carefully review if annexation is necessary
- Expand appropriately, expand the City limits to protect what is special for the City
- Work with School district to review their plan for expansion
- Maintain density within the City limits

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: SPECIAL PRESENTATION- - BRICKS - Jayne Cain

DATE/ITEM: 07-19-16

BUDGET INFORMATION

DEPT:

BUDGETED?

FUND:

EXPENDITURE:

DESCRIPTION/SUMMARY

ACTION

HISTORY

ATTACHMENTS

1)

3)

2)

4)

RECOMMENDED ACTION/SAMPLE MOTION

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: First Reading- Ordinance Amending Yard Sale Regulations

DATE/ITEM: 07-19-16- H 1

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: General

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of an ordinance amending section 5.12.045 "Yard Sales" extending the continuous period for individual yard sales

HISTORY

ATTACHMENTS

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

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve an ordinance, on its first reading, amending section 5.12.045 "Yard Sales" extending the continuous period for individual yard sales

First Reading: _____

Second Reading: _____

ORDINANCE _____

**AN ORDINANCE OF THE CITY OF BENTON CITY,
WASHINGTON, AMENDING SECTION 5.12.045 "YARD
SALES" EXTENDING THE CONTINUOUS PERIOD FOR
INDIVIDUAL YARD SALES**

WHEREAS, certain yard sales, including estate sales and moving sales, may require periods greater than three weeks within which to complete; and

WHEREAS, to accommodate those circumstances in which a greater period is required. NOW, THEREFORE,

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

Section 1. That Section 5.12.045 of the Benton City Municipal Code entitled "Yard Sales" shall be and hereby is amended and shall read as follows:

5.12.045 Yard Sales.

- A. All persons or entities prior to holding yard sale, as defined herein, shall secure a license from the City Clerk upon the submission of the Yard Sale Permit Application in compliance with the following conditions:
1. No person or entity shall be granted a license to conduct a yard sale more frequently than twelve (12) yard sales during any twelve (12) month period ~~one (1) yard sale per month and separated by not less than fourteen (14) calendar days.~~ No yard sale shall be conducted for a continuous period in excess of three (3) calendar weeks, and all yard sales shall be separated by a period of not less than fourteen (14) calendar days. In no event may any person or entity be permitted more than 180 yard sale days during any twelve (12) month period.
 2. The yard sale permit must be posted in a conspicuous location at the site of the yard sale for its duration.
 3. The yard sale may be conducted only upon the private property of the applicant and shall not be permitted on sidewalks, alleys, streets or other public ways or property, including the posing of any signs, posters or property.

4. Yard sales shall be conducted in an orderly fashion as to prevent a disturbance of the peace, public nuisance, or a hazard to persons or properties.
5. All items offered for sale at the yard sale shall be removed from the sale site at the conclusion of the permitted period.
6. Violation of this Section shall constitute a civil infraction and may be enforced before the Hearing Examiner~~Code Enforcement Board~~ and result in the revocation of the permit and suspension of future permits for yard sales.

B. For the purpose of this Section, "Yard Sale" means a yard sale, patio sale, garage sale, or any similar sale of used or secondhand merchandise offered to the general public. (Ord. 728, March 2001.)

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: First Reading - Unsafe and Unfit Buildings

DATE/ITEM: 0719-16- H 2

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: General

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of an ordinance creating a new chapter 15.24 "Unsafe and Unfit Buildings, Structures, and Premises."

HISTORY

ATTACHMENTS

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

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve an ordinance, on its first reading, creating a new chapter 15.24 "Unsafe and Unfit Buildings, Structures, and Premises."

First Reading: _____

Second Reading: _____

ORDINANCE _____

**AN ORDINANCE OF THE CITY OF BENTON CITY,
WASHINGTON, CREATING A NEW CHAPTER 15.24
"UNSAFE AND UNFIT BUILDINGS, STRUCTURES, AND
PREMISES"**

WHEREAS, there are at times found to be unkept, deteriorated and/or abandoned dwellings, structures, and premises with the city limits of the City of Benton City that are found to be unfit for human habitation and other uses, causing urgent concerns for the detrimental effects such properties may have on public health, safety and welfare; and

WHEREAS, these properties often constitute an immediate and emergent threat to public health and safety; and

WHEREAS, RCW 35.80 provides for the abatement of dwellings which are unfit for human habitation, and building structures and premises or portions thereof which are unfit for other uses due to dilapidation, disrepair, structural defects, defects increasing the hazards of fire, accidents, or other calamities, uncleanliness, inadequate light, or sanitary facilities, or other conditions which are a hazard to the health and welfare of the residents of the City; and

WHEREAS, RCW 35.80 authorizes the City to adopt ordinances and procedures relating to the abatement of property unfit for human habitation and other uses; and

WHEREAS, it is in the best interest of the City of Benton City to adopt the processes and acquire the powers authorized by Chapter 35.80 RCW to address the conditions which may render buildings and premises unfit for human habitation and other uses; NOW, THEREFORE,

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

Section 1. That a new Chapter 15.24 entitled "Unsafe and Unfit Buildings, Structures, and Premises" of the Benton City Municipal Code shall be and hereby is created and shall read as follows:

Chapter 15.24

UNSAFE AND UNFIT BUILDINGS, STRUCTURES, AND PREMISES

Sections:

- 15.24.010 Findings.
- 15.24.020 Nuisance Declared.
- 15.24.030 Definitions.
- 15.24.040 Enforcement Authority and Powers.
- 15.24.050 Procedure to Abate Unsafe or Unfit Structures or Premises.
- 15.24.060 Abatement Costs.
- 15.24.070 Right to Appeal.
- 15.24.080 Appeals.
- 15.24.090 Service Completed When.
- 15.24.100 Supplemental Chapter.
- 15.24.110 Nuisances: Powers Reserved.
- 15.24.120 Additional Violations and Penalties.
- 15.24.130 Emergencies.
- 15.24.140 Discrimination Prohibited.
- 15.24.150 Warrants for Entry.
- 15.24.160 Adoption of RCW in its Entirety.

15.24.010 Findings. It is found that there exist in the City of Benton City, dwellings, and other buildings, structures, and premises which are unfit for human habitation and which are unfit for other uses due to dilapidation, disrepair, structural defects, defects increasing the hazards of fire, accidents, or other calamities, inadequate drainage, overcrowding, or due to other conditions which are inimical to the health and welfare of the residents of the City. It is the intent of this chapter to clarify and strengthen the procedures for abating such nuisances, particularly unsafe or unfit dwellings, buildings, structures, or premises, modeled after the provisions of Chapter 35.80 RCW.

15.24.020 Nuisance Declared. All buildings or structures in the City which by reason of decay, dilapidation, or damage by fire, the elements, or any other cause, are now or hereafter shall become, in the judgment of the Building Official, dangerous to the lives and safety of persons or property or unsafe for the purpose or purposes for which they are being uses, unsafe or unfit structures and premises as defined in this chapter are declared to be public nuisances.

15.24.030 **Definitions.** For purposes of this chapter, the following definitions shall apply:

- A. "Abate" means to repair, replace, remove, destroy, vacate, close, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as is required or permitted by this chapter, as determined by the Code Enforcement Officer or other authorized official.
- B. "Building Code" means and includes the Building Code, its components, and related codes adopted by the City of Benton City in Title 15 of the Benton City Municipal Code.
- C. "Building Official" means the designated appointee as defined in BC MC 15.04.020.
- C. "City" means the City of Benton City.
- D. "Code Enforcement Officer" means the Code Enforcement Officer of the City of Benton City or his or her designee.
- E. "Premises" means and includes any structure, lot, parcel, real estate, or land, or portion of land whether improved or unimproved, including adjacent sidewalks and parking strips, and any lake, river, stream, drainage way, or wetland, within the territorial limits of the City.
- F. "Property," unless otherwise defined or modified, includes premises and/or structures, as required by its context, and may include personal property if required by its context.
- G. "Structure" means and includes any dwelling, house, shop, stable, building, or other structure.
- H. "Unsafe or unfit" includes, without limitation, any of the conditions described in this subsection applicable to any dwelling, building, structure, or premises which renders it unfit for human habitation or other use. The term "unsafe or unfit" requires the enumerated conditions to be of such a degree as to be dangerous or injurious to the health and safety of the occupants of such dwelling, structure, building, or premises, or the occupants of neighboring dwellings, buildings, structures, or premises or other residents of the City:
 - 1. Whenever any door, aisle, passageway, stairway, or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.

2. Whenever the walking surface of any aisle, passageway, stairway, or other means of exit is so warped, worn, loose, torn, or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
3. Whenever the stress in any materials, member, or portion thereof, due to dead and live loads, is more than one and one-half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose, or location.
4. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood, or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose, or location.
5. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.
6. Whenever any portion of a building, or any member, appurtenance, or ornamentation on the exterior thereof is not sufficient strength or stability, or is not so anchored, attached, or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified in the Building Code for new buildings of similar structure, purpose, or location without exceeding the working stresses permitted in the Building Code for such buildings.
7. Whenever any portion thereof has wracked, warped, buckled, or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.
8. Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration, or decay; (ii) faulty construction; (iii) the removal, movement, or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay, or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.
9. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

10. Whenever the exterior walls or other vertical structural members list, lean, or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.
11. Whenever the building or structure, exclusive of the foundations, shows 33% or more damage or deterioration of its supporting member or members, or 50% damage or deterioration of its non-supporting members, enclosing or outside walls or coverings.
12. Whenever the building or structure has been so damaged by fire, wind, earthquake, or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals, or immoral persons; or as to (iii) enable person to resort thereto for the purpose of committing unlawful or immoral acts.
13. Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location, or structure of buildings.
14. Whenever any building or structure, which, whether or not erected in accordance with all applicable laws and ordinances, has in any non-supporting part, member, or portion less than 50% or in any supporting part, member, or portion less than 66% of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height, and occupancy in the same location.
15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air, or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation, or in such a condition that is likely to cause sickness or disease.
16. Whenever a building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections, or heating apparatus, or other cause, is determined by the Fire Chief to be a fire hazard.

17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.
18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.
19. Whenever any building, structure, dwelling, or premises, or any portion thereof, is vacated, is not secured against entry, and is subject to acts of unlawful burning.

The terms "owner" and "person" shall have the same meanings as in the Building Code as adopted by the City of Benton City.

15.24.040 Enforcement Authority and Powers.

- A. The responsibility for administration and enforcement of this chapter, unless otherwise provided, is vested in the Code Enforcement Officer, Building Official, and Hearing Examiner, as defined in this chapter.
- B. The Code Enforcement Officer, Building Official, and Hearing Examiner may exercise such lawful powers as may be necessary or convenient to effectuate the purposes and provisions of this chapter. These powers shall include the following in addition to others herein granted:
 1. To determine, pursuant to standards prescribed by the Building Code and upon assessment by the Building Official, which dwellings within the City are unfit for human habitation;
 2. To determine, pursuant to standards prescribed by the Building Code and upon assessment by the Building Official, which buildings, structures, or premises are unfit for other use;
 3. To administer oaths and affirmations, examine witnesses and receive evidence;
 4. To investigate the dwelling or other property conditions in the City and to enter upon premises to make examinations when there are reasonable grounds for believing they are unfit for human habitation, or for other use.
 5. To enter upon private and public property for such purposes and other purposes of this chapter subject to the provisions of Benton

City Municipal Code Section 15.24.150 and in such a manner as to cause the least possible inconvenience to the person(s) in possession, as determined by the Code Enforcement Officer, Building Official, and/or Hearing Examiner.

15.24.050 Procedure to Abate Unsafe or Unfit Structures or Premises.

- A. Complaint. If, after a preliminary investigation, the Building Official finds that any structure or premises is unsafe or unfit, the Code Enforcement Officer or Building Official shall cause a written complaint to be served either personally or by certified mail with return receipt requested, upon all persons having any interest therein, as shown upon the records of the Benton County Auditor's office, and shall post the complaint in a conspicuous place on such property. The complaint shall state in what respects such structure or premises is unsafe or unfit as defined in this chapter and may include notice of additional penalties or remedies available to the City under other provisions of the Benton City Municipal Code. If the whereabouts of any of such persons is unknown and cannot be ascertained in the exercise of reasonable diligence, and the Code Enforcement Officer or Building Official makes and files with the City Clerk an affidavit to that effect, then the serving of the complaint upon such persons may be made either by personal service or by mailing a copy by certified mail, postage prepaid, return receipt requested, to each such person at the address of the premises involved in the proceedings, and mailing a copy of the complaint by first class mail to any address of each such person in the records of the County Assessor or County Auditor of Benton County. The complaint shall contain a notice that a hearing will be held before the Building Official, at a place specified in the complaint, not less than ten days nor more than thirty days after the serving of said complaint, and that all parties in interest have the right to file an answer to the complaint, to appear in person, or otherwise, and to give testimony at the time and place in the complaint. The rules of evidence prevailing in courts of law or equity shall not be controlling hearings before the Building Official. A copy of the complaint shall be filed also with the Benton County Auditor, and the filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law. The complaint shall be substantially in the following form:

BEFORE THE CITY OF BENTON CITY
BUILDING OFFICIAL

In Re: The premises at)	No.
_____)	COMPLAINT
(address))	
_____)	

TO: The Owners and Occupiers of the premises located at :

(list names, address and whether owner of occupier)

THIS IS TO NOTIFY YOU that the premises or structure which you own or occupy is unsafe or unfit for the following reasons:

(list facts and applicable Municipal Code Section)

A hearing shall be held at (state date, time, and place of hearing) to determine whether there is sufficient legal cause to order you to take the following action: (list actions requested: e.g., repair, secure against entry, demolition, etc.). You may file a written answer to this Complaint by mailing or delivering it to the address listed below. You may also appear at the hearing with or without an attorney. Failure to answer and/or come to the hearing may result in you being required to take the action described in the previous paragraph or, failing that, paying for the City of Benton City to take that action.

DATED this _____ day of _____ 20 _____.

_____, Building Official
City of Benton City
PO Box 70
Benton City, WA 99320
(509) 588-3322
(509) 588-3323 - Facsimile

Personal service upon an owner or other party in interest under this chapter may be made by delivering a copy of the complaint or order to that person or by leaving the copy with a person of suitable age and discretion at the place of residence of the owner or other party in interest. The Code Enforcement Officer shall make and retain written proof of service of the complaint

- B. Determination - Reference to Building Code. As provided in RCW 35.80.030, the Building Official may determine that a structure or premises is unsafe or unfit if he or she finds that one or more defects or conditions exist that are described in Benton City Municipal Code Section 15.24.030(H), according to minimum standards that are prescribed by the currently adopted version of the Building Code:

1. For determining the fitness or safety of a dwelling for human habitation, or any building, structure, or premises for other use;
 2. For the use and occupancy of dwellings throughout the City; or
 3. For the use and occupancy of any building, structure, or premises used for any other purpose.
- C. General Standards. In general, the determination of whether a structure or premises should be repaired or demolished, shall be based on the following standards:
1. The degree of structural deterioration of the structure or premises, or
 2. The relationship that the estimated cost of repair bears to the value of the structure as determined by a qualified real estate appraiser engaged by the City for that purpose.

An undertaking entered into, at, or prior to the hearing, by a party in interest creates a presumption that the structure or premises can be reasonably repaired. The failure to accomplish such an undertaking is grounds for the Building Official to order demolition.

- D. Specific Standards for Determining Safety or Fitness-Demolition or Other Remedies.
1. In reaching a judgment that a structure or premises is unsafe or unfit for human habitation, the Building Official shall consider: (a) dilapidation, (b) disrepair, (c) structural defects, (d) defects increasing the hazards of fire, accidents, or other calamities, such as parts standing or attached in such manner as to be likely to fall and cause damage or injury, (e) inadequate ventilation, (f) uncleanness, (g) inadequate light, (h) inadequate sanitary facilities, (i) inadequate drainage, (j) substandard conditions.
 2. If these or other conditions are found to exist to an extent dangerous or injurious to the health or safety of the structure's occupants, or the occupants of neighboring structures or of other residents of the City of Benton City, and if (a) structural deterioration is of such degree that (i) vertical members list, lean, or buckle to the extent that a plumb line passing through the center of gravity falls outside the middle third of its base, or (ii) thirty-three percent (33%) of the supporting members show damage or deterioration, or (b) the estimated cost of restoration exceeds sixty percent (60%) of the value of the structure, or (c) the structure has

been damaged by fire or other calamity, the estimated cost of restoration exceeds thirty percent (30%) of the value of the structure and it has remained vacant for six months or more, the Building Official shall order the structure or premises demolished and the land suitably filled and cleared, or shall order the structure or premises demolished and the land suitably filled and cleared, or shall order the property immediately vacated and secured as completely as possible pending demolition. "Value" as used in this paragraph, shall be determined by reference to a current edition of "Building Valuation Data" published by the International Code Council or, if not published, as determined by the Building Official.

- E. Alternative Action. If by reason of any of the above conditions, a structure is unfit, but no public necessity is found for its immediate demolition, the Building Official may take other action, such as causing the property to be cleaned, cleared, vacated, secured, or otherwise repaired, which will promote the public health, safety, or general welfare.

- F. Findings and Order. If, after the required hearing, the Building Official determines that the dwelling or other structure or premises is unsafe or unfit for human habitation or that the structure or premises is unfit for other use, he or she shall make written findings of fact in support of that determination, and shall issue and cause to be served upon each owner and party in interest thereof, as provided in Subsection (A) of this section, and shall post in a conspicuous place on the property, an order which (i) requires the owner or party in interest, within the time specified in the order, to repair, alter, or improve such dwelling, structure, or premises to render it fit for human habitation, or for other appropriate use, or to vacate and close the dwelling, structure, or premises, if that course of action is deemed lawful and reasonable on the basis of the standards set forth as required in Subsections (c) and (d) of this section; or (ii) requires the owner or party in interest, within the time specified in the order, to remove or demolish the dwelling, structure, or premises, if that course of action is deemed lawful and reasonable on the basis of those standards. An order may require the owner to take effective steps to board up or otherwise bar access to the structure or premises, if deemed necessary for public safety, pending further abatement action. The order may be in substantially the same form which appears below and may include notice of additional penalties or remedies available to the City under other provisions of this code.

BEFORE THE CITY OF BENTON CITY
BUILDING OFFICIAL

In Re: The premises at)	No.
)	ORDER OF ABATEMENT
(address))	

_____)
ON THE ____ day of _____, 20____, at _____ a.m./p.m., at (list place, address), a hearing was held before the City of Benton City Building Official pursuant to notice given by him/her through a Complaint issued on _____, 20____. (If applicable list who appeared and short summary of testimony). The Building Official after hearing made the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. (List out)

CONCLUSIONS OF LAW

1. (List out)

WHEREON, the Building Official issued the following Order:

ORDER

DATED this _____ day of _____ 20 _____.

_____, Building Official
City of Benton City
PO Box 70
Benton City WA 99320
(509) 588-3322
(509) 588-3323 - Facsimile

If no appeal is filed as provided in this chapter, a copy of the order shall be filed with the Benton County Auditor, and shall be a final order.

The Code Enforcement Officer and/or Building Official shall make and retain a record of service, substantially in the form prescribed in BC MC 15.24.050(A), which such modifications as may be appropriate.

- G. Abatement by City. If the owner, following exhaustion of his or her rights of appeal, fails to comply with the final order to repair, alter, improve, vacate, close, remove or demolish the dwelling, structure, or premises, or to take other required action, the Code Enforcement Officer may direct or cause such dwelling, structure, or premises to be repaired, altered, improved, vacated, and closed, removed, or demolished, and to take such

further steps as may be reasonable and necessary to prevent access to the structure or premises, for public health or safety reasons, pending abatement. The Code Enforcement Officer, with the assistance of the City Attorney, may apply to the Superior Court for any legal or equitable remedy to enforce his or her order.

15.24.060

Abatement Costs. The cost of the abatement of such nuisance may be paid out of the treasury of the City and charged to the owner of the property subject to abatement. Such cost shall be levied as a special assessment against the real property subject to abatement and the same shall be collected in the manner provided for collection of local improvement assessments. The amount of the cost of such repairs, alternations, or improvements; or vacating and closing; or removal or demolition, shall be assessed against the real property upon which such cost was incurred unless such amount has been paid previously, and such cost shall be certified by the City Treasurer to the County Treasurer as an amount due and owing to the City, pursuant to RCW 35.80.030, to be entered by the County Treasurer as an assessment upon the tax rolls against the property for the current year and to become a part of the general taxes for that year to be collected at the same time and with interest at such rates and in such manner as is provided in RCW 84.56.020 as now or hereafter amended, for delinquent taxes, and when collected to be deposited to the credit of the City's general fund. If the dwelling or other structure or premises is removed or demolished, the City shall, if possible, sell the materials of the dwelling, structure, or premises, in the usual manner prescribed by city ordinance for selling surplus property. If there is no other established procedure, the City shall sell the materials as public auction pursuant to notice published in the City's official newspaper or at least ten days prior to the auction. The proceeds of the sale shall be credited against the cost of the removal or demolition, and if there is any balance remaining, it shall be paid to the parties entitled thereto, as determined by the City, after deducting costs incident to the sale.

As provided in RCW 35.80.030, the assessment shall constitute a lien against the property which shall be of equal rank with state, county, and municipal taxes.

Whenever a building or premises is found to be unsafe or unfit and the cost of demolition or other abatement must be incurred by the City, there shall be charged against the property the costs of all administrative proceedings before the Code Enforcement Officer, Building Official, and the Hearing Examiner including, but not limited to, salaries, wages, benefits, material, equipment rental, and other expenses incurred for inspecting, conducting hearings, or otherwise determining the status of the property.

The Building Official or Hearing Examiner may modify the time or methods of payment of such expenses as the condition of the property and the circumstances of the owner may warrant.

15.24.070 **Right to Appeal.** The owner or any party in interest, within thirty (30) days from the date of service upon him or her and the posting of an order issued by the Building Official under the provisions of Section 15.24.060 of this chapter, may appeal by filing a written notice of appeal, together with the applicable fee, with the Hearing Examiner or his or her designee. The appeal need not be in a particular form, but must clearly state that the person identified in the notice of appeal is the person to whom an order of abatement was given, the date of the order and notice of the appeal, and the reason or reasons why the person believes the notice to be in error.

15.24.080 **Appeals.**

- A. The Hearing Examiner shall have jurisdiction to hear appeals of orders of abatement.
1. The Hearing Examiner or his or her designee shall arrange a reasonable time and place for hearing the appeal within not less than ten (10) nor more than twenty (20) days after the appeal has been filed, and notify the person who is appealing (the "appellant") regarding the designated time and place. The hearing shall be scheduled so as to allow ten (10) or more days notice to the appellant and all interested parties and to permit final decision by the Hearing Examiner within sixty (60) days after the filing of the appeal. The filing of the notice of appeal shall stay the order of the Building Official, except insofar as temporary measures of an emergent nature are required, such as securing the building to minimize any imminent danger to the public health or safety.
 2. The matter must be concluded by the Hearing Examiner within sixty (60) days after the date the appeal has been filed unless continued for a specified time with the consent of the appellant as provided in this section.
 3. The Hearing Examiner shall conduct a full and fair review of the record of the proceedings before the Building Official, and the action taken. The hearing shall be on the record and not de novo. Normally the Hearing Examiner will not accept new evidence or evidence not made available to the Building Official in the absence of good cause. However, the Hearing Examiner may allow presentation of new evidence at his/her discretion and may continue the matter for that purpose in the interest of conducting a full and fair hearing, if it will not cause the hearing to extend beyond the required sixty-day period. With the consent of the appealing

party, a continuance may extend the hearing for a specified number of days beyond that period for further evidence or deliberation. If the Hearing Examiner fails to reach a decision within the required time, or the time extended with the appellant's consent, the Building Official's order and findings shall be deemed to be those of the Hearing Examiner, and shall be deemed final and subject to review by the Superior Court.

4. The Hearing Examiner may affirm, modify, reverse, or return with directions, the action or decision appealed in the event he or she finds an error of law or the record is not supported by substantiated evidence.
 5. At the conclusion of the hearing the Hearing Examiner shall issue a written decision describing the decision or action appealed, making written findings of fact and stating the reasons for his or her decision, and making an appropriate order or orders, notify the appellant in writing of his or her action, and file the decision, findings, and orders with the Benton County Auditor. A transcript of the Hearing Examiner's decision, findings, and orders shall be made available to the appellant, on demand.
 6. The Hearing Examiner may promulgate additional written rules of procedure for the conduct of proceedings, to ensure a prompt and thorough review of appeals.
 7. The decision, findings, and orders of the Hearing Examiner shall be reported in the same manner and shall bear the same legal consequences as if issued by the Building Official, and shall be subject to further review only in the manner and to the extent provided in Subsection B of this section. If it is not timely and correctly appealed under Subsection B of this section, the Hearing Examiner's decision is final.
- B. Any person affected by an order issued by the Hearing Examiner pursuant to this section may, within thirty (30) days after the posting and service of the order, petition the Superior Court for an injunction or other appropriate order restraining the City or its agent from carrying out the provisions of the order. As provided by RCW 35.80.030, in all such proceedings the court may affirm, reverse, or modify the order and the trial shall be de novo.
- C. The order of the Building Official or the Hearing Examiner may prescribe times within which demolition or other abatement shall be commenced or completed. If the action is not commenced or completed within the prescribed time, or if no time is prescribed within the time limit for

appealing, the Code Enforcement Officer may commence the required abatement action after having taken the legally required steps, if any, to gain entry. If satisfactory progress has been made and sufficient evidence is presented that the work will be completed within a reasonable time, the Building Official or the Hearing Examiner may extend the time for completion of the work, subject to immediate summary revocation at any time without further hearing if satisfactory progress is not being made.

- D. If the owner is unable to comply with the Building Official's or the Hearing Examiner's order within the time required, and the time for appeals to the Hearing Examiner or petition to the court has passed, the owner may, for good and sufficient cause beyond his or her control, request an extension of time in writing supported by affidavit. The Building Official or Hearing Examiner may grant a reasonable extension of time after finding that the delay was beyond the control of the owner. There shall be no appeal or petition from the denial of an extension of time.
- E. Any work including demolition, construction, repairs, or alterations required under this chapter shall be subject to permitting requirements pursuant to the Benton City Municipal Code.

15.24.090 **Service Completed When.** Service of filing by mail of any complaint, notice, order, notice of appeal, or other paper under this chapter shall be deemed complete at the end of the third full day following its deposit in the U.S. Mail, correctly addressed, with postage prepaid.

15.24.100 **Supplemental Chapter.** Nothing in this chapter shall be construed to abrogate or impair the powers of the courts or of any department of the City to enforce any provisions of its ordinances or regulations or to prevent or punish violations of such ordinances or regulations; and the powers conferred by this chapter shall be in addition and supplemental to the powers conferred by any other statute or ordinance.

15.24.110 **Nuisances: Powers Reserved.** Nothing in this chapter shall be construed to impair or limit in any way the City's power to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

15.24.120 **Additional Violations and Penalties.**

- A. It shall be unlawful and a violation of this chapter to knowingly:
 - 1. Occupy or allow to be occupied any building or premises ordered vacated;
 - 2. Fail to comply with any order issued pursuant to this chapter;

3. Obstruct, hinder, or provide false information to any officer or agent of the City of Benton City or other authorized governmental unit or agency in the enforcement of this chapter.

A violation of this section is a misdemeanor and may be punished by a fine not to exceed One Thousand Dollars (1,000) and/or jail confinement of not more than ninety (90) days. Each day of violation shall constitute a separate offense. In the event of continuing violation or failure to comply, the second and subsequent days shall constitute a gross misdemeanor, punishable by a fine not to exceed Five Thousand Dollars (\$5,000) and/or imprisonment for not more than three hundred and sixty-five (365) days or both such fine and imprisonment.

- B. As a separate and alternate monetary penalty to the criminal penalty above, there is hereby imposed a civil penalty for failure to comply with an order of abatement within the time specified on such order, including but not limited to the following offenses:

1. To occupy or to allow to be occupied any building or premises ordered vacated;
2. Failure to comply with any order issued pursuant to this chapter;
3. To obstruct, hinder, or provide false information to any officer or agent of the City of Pasco or other authorized governmental unit or agency in enforcement of this chapter.

Each day of violation shall constitute a separate offense. The daily maximum penalty for failure to comply with an order of abatement on a first-time violation shall not exceed Five Hundred Dollars (\$500), and shall not exceed a cumulative of Five Thousand Dollars (\$5,000) over the course of ten (10) days. Monetary penalties for repeat violations may exceed these limits.

15.24.130 **Emergencies.** The provisions of this chapter shall not prevent the Code Enforcement Officer or any other officer or agency of the City of Benton City from taking any other action, summary or otherwise, necessary to eliminate or minimize an imminent danger to the health or safety of any person or property.

15.24.140 **Discrimination prohibited.** All proceedings under this chapter shall be subject to the anti-discrimination provisions of RCW 35.80.040.

15.24.150 **Warrants for Entry.**

- A. Whenever it is necessary to enter upon private property or the public property of another governmental agency to carry out the lawful directions

of this chapter, the City may apply to a court of competent jurisdiction for a warrant authorizing the entry upon such property carry out the same, if permission to enter has been refused by the owner or person in possession, or if the owner cannot be found or reasonably ascertained.

- B. The application for a warrant shall be supported by an affidavit or the testimony of the officer intending to enter upon the property stating his office, purpose, and authority to so enter, the owner's or person in possession refusal to permit such entry or the owner's unavailability, the work, action, or other activity to be conducted upon the property and by whom and approximate time the activity will be conducted.
- C. If the court finds just cause for the issuance of the warrant, it shall subscribe the same with a return date of not more than ten (10) days following completion of the action or activity to be conducted upon the property.
- D. Nothing in this section is intended to limit, restrict, or otherwise affect the right of officers or agents of any governmental entity to enter upon private or public property for any lawful purpose.

15.24.160 **Adoption of RCW in its Entirety.** The City of Benton City adopts the entirety of RCW 35.80, including both provisions listed above in this chapter and provisions listed in RCW 35.80 that are not included expressly in this chapter.

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: Resolution #2016-13- Authorizing Mayor to sign Letter of Intent- DNR **DATE/ITEM:** 07-19-16- H 3

BUDGET INFORMATION

DEPT: General

BUDGETED?

FUND: N/A

EXPENDITURE:

DESCRIPTION/SUMMARY

ACTION

Consideration of a resolution authorizing the Mayor of the City of Benton City to sign the letter of intent with the Department of Natural Resources regarding land adjacent to the I-82 Property

HISTORY

ATTACHMENTS

- | | |
|------------------------|----|
| 1) Resolution #2016-13 | 3) |
| 2) | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution #2016-13 authorizing the Mayor of the City of Benton City to sign the letter of intent with the Department of Natural Resources regarding land adjacent to the I-82 Property

RESOLUTION NO. 2016-13

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE LETTER OF INTENT WITH THE DEPARTMENT OF NATURAL RESOURCES REGARDING LAND ADJACENT TO THE I-82 PROPERTY

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

WHEREAS, the City of Benton City desires to work with the Washington State Department of Natural Resources for further development that would promote the economic development of the City; and

WHEREAS, the City of Benton City is interested assisting the Washington State Department of Natural Resources in obtaining an appraisal for the value of the property adjacent to the City's I-82 property for purposes of future development. 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 Letter of Intent between the City of Benton City, Washington, and the Washington State Department of Natural Resources, 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 Letter of Intent.

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

Resolution 2016-13 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 19 day of July, 2016.

Linda Lehman, Mayor

Attest:

Approved as to Form:

Stephanie Haug, CMC
City Clerk/Treasurer

Kerr Law Group
City Attorney

July XX, 2016

Mayor of City of Benton City
PO Box 70
708 9th Street
Benton City, WA 99320

Subject: Letter of Intent for Land Transfer or Lease of a portion of Benton 20

Dear Ms. Lehman:

Thank you for your time to discuss the potential land transfer or lease. As promised, the following is our Letter of Intent describing the outcomes of our meetings and the basic terms of the transaction. For the purpose of clarity, I am referring to the proposed transfer or lease property as Benton 20 West.

Applicant Approval. Prior to DNR presenting a transfer proposal to the Board of Natural Resources, the applicant, City of Benton City, hereafter referred to as "Benton City," will execute and transmit to DNR the documents necessary to demonstrate that Benton City has obtained the necessary resolutions or approvals from the governing board, council or entity authorizing Benton City to accept the property at closing. Benton City shall provide a name and contact information of their representative.

Administrative Costs. Benton City will pay \$10,000 to help defray the costs of preparing this transaction or lease. This amount covers half the anticipated cost of appraising the property. Funds shall be received prior to DNR ordering an appraisal of the property. Any portion of the \$10,000 not used to cover the expenses of appraisal shall be refunded to Benton City. If State's expenses exceed this amount, Benton City and the State shall share such additional amount in equal 50% shares.

Appraisal Process. DNR and the Benton City will be responsible for the selection of the Appraiser and Review Appraiser based on mutual agreement. Benton City and DNR will work together on the description of the appraisal problem to be solved. Benton City and the DNR will both be considered intended users of the appraisal. Benton City will receive a copy of the final appraisal prior to closing the transaction. In accordance with state law, a purchaser of state lands may not rely upon the appraisal prepared by the department for the purposes of deciding whether to make a purchase from the department. Purchasers are required to make their own independent appraisals.

Parcel Segregation. If sale of the subject property creates a separate tax lot (e.g., property is a portion of a larger parcel), Benton City is responsible for either obtaining a survey if needed or for reimbursing DNR's costs to survey the property. This is in addition to the appraisal costs described above. It is anticipated that the only survey work necessary for the transfer will be a legal description and the DNR will provide this expertise. Benton City is responsible for completing any forms and petitions and paying any fees required by local government. DNR may provide technical assistance to Benton City as needed.

Reservations. DNR will reserve minerals pursuant to RCW 79.11.210.

Purchase and Sale Agreement. Prior to DNR presenting this proposal to the Board of Natural Resources, both parties will execute a purchase and sale agreement, substantially as set forth in Exhibit A.

Approval. A proposed sale or transfer is subject to approval by the Board of Natural Resources and the Commissioner of Public Lands as well as the City Council of the Benton City.

Prorations. All rents and other income, if any, and water, sewer, utility and any other expenses relating to the property shall be prorated as of Closing.

Title. Title will be conveyed by quitclaim deed. Benton City may acquire title insurance for the property at its own expense. State will not provide title insurance.

Seller's Disclosure Statement. If and to the extent that the property is used for residential purposes or is zoned for residential use, Benton City will be required to waive the right to receive a seller's disclosure statement pursuant to RCW Chapter 64.06. However, to the extent that DNR has actual knowledge of conditions on the property that would result in a "yes" answer to any of the questions in the Environmental section of the disclosure form, DNR shall provide a completed copy of that section to Benton City.

Closing. Closing shall be carried out at the Olympia office of the Department of Natural Resources. Benton City acknowledges that DNR is acting as an interested party in preparing documentation for and closing this transaction; escrow is not formed.

Timing. Land sales and transfers typically take from nine to 12 months to complete, depending on complexity.

De-annexation: Benton City agrees to reverse the annexation of the eastern portion of the subject area that DNR intends to retain.

Lease: Should the parties decide not to pursue a transfer of ownership of the property and instead pursue finding a suitable Lessee for the DNR property and potentially the City's property, the City still wishes to pursue an appraisal for purposes of obtaining an accurate estimation of value of the property.

Neither this document nor anything contained herein shall be construed as an actual agreement or contract. This letter is not intended to have legally binding effect, but is an expression of intent. If you accept these terms please sign this letter and return it to Jed Herman, Department of Natural Resources, Conservation, Recreation and Transactions Division, P.O. Box 47014, Olympia, WA, 98504-7014. If you have any questions about this letter please call Jed Herman at 360-902-1702.

Sincerely,

Jed P. Herman, Division Manager
Conservation, Recreation and Transactions Division

ACCEPTED:

(APPLICANT NAME - UPPERCASE)

Dated: _____, 20____

By:
Title:
Address:
Phone:

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Purchase Request- Gas Alert Monitor

DATE/ITEM: 07-19-16- H 4

BUDGET INFORMATION

DEPT: Sewer

BUDGETED?

FUND: Sewer

EXPENDITURE: \$2521.00 + WA SST

DESCRIPTION/SUMMARY

ACTION

Consideration of the purchase of a Gas Alert Monitor, together with a confined space kit.

HISTORY

Please see letter from Kyle Kurth, Maintenance Foreman

ATTACHMENTS

- | | |
|---------------------------------------|----|
| 1) Letter from Kyle Kurth with quotes | 3) |
| 2) | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve the purchase of a gas alert monitor and a confined space kit from Gasniffer.com in an amount not to exceed \$2521.00 plus WA State Sales Tax as applicable.

Dear council,

I have prepared a few quote for the purchase of a Gas Alert monitor. The monitor will be used when we have to get into confined space such as our sewer lift stations, storm drain manholes and manholes for chlorine injection. This monitor will read all sorts of gases like oxygen, combustibles, Carbon monoxide, Hydrogen sulfide, and Chlorine dioxide. Also the confined space kit comes with a carrying case extra filters and fittings and a gauge for calibrating the monitor and longer hose to be able to get deeper into a manhole to get readings. We are wanting to purchase this for the safety of our workers so we know that the area we need to work in is safe and secured.

This is the full list of things this monitor will read

- Monitors VOCs (PID), H₂S, CO, O₂, SO₂, PH₃, Cl₂, NH₃, NO₂, HCN, ClO₂, O₃ and combustibles
Water-resistant 0 -1000 ppm measurement of VOCs (Volatile Organic Compounds)

I have 3 quotes two which are from the produce I would like to purchase and the other one is just a reference on how much more these kind of systems can be. I would like to purchase the Micro 5 PID Gas Monitor from Gassniffer.com they are the cheaper company out of the two.

Thank you

Kyle Kurth

SHOPPING CART

[KEEP SHOPPING](#)[GO TO CHECKOUT](#)

	Product Name	Unit Price	Qty	Subtotal
	BW Honeywell GasAlertMicro Clip Deluxe Confined Space Kit MC-CK-DL (edit) Calibration Gas: No	\$452.00	1	\$452.00 
		UPDATE		
	BW GasAlert Micro 5 PID Multi-Gas Monitor M5PID-XWQY (edit) Battery: Lithium Polymer Pump: Yes Confined Space Kit: No Calibration Gas: Yes	\$2,069.00		\$2,069.00 
		UPDATE		

Estimate Shipping and Tax

Country

United States ▼

State/Province

Washington ▼

Zip/Postal Code

99320

Subtotal \$2,521.00

Shipping \$0.00

Grand Total \$2,521.00[GO TO CHECKOUT](#)

United Parcel Service

- FREE!** UPS Ground
- \$135.57** UPS Three-Day Select
- \$203.36** UPS Second Day Air
- \$319.06** UPS Next Day Air

Get it by

- Fri Jul 22
- Thu Jul 21
- Wed Jul 20
- Tue Jul 19

[About Us](#)[My Account](#)[Why GasSniffer?](#) [Order Status](#)

Join us on Facebook and get recent news about our new products and offers.

1829 Clement Ave. Suite 200,
Alameda, CA 94501
Toll Free: 1-800-829-9580
Phone: +1-510-337-8880

BW-GasMonitors.com

a JJS Technical Services store

OUR CHECKOUT PROCESS IS FAST, SAFE AND ONLY THREE STEPS!

YOUR CART

VIEWING CART

VIEW STORE



ADD TO SPEED

Shopping Cart

Item	Options	Unit Price	Qty.	Cost
 GasAlertMicro 5 PID Multi Gas Detector [remove]	Oxygen : Yes(+\$120.00) Combustible : Yes(+\$155.00) Toxic sensor 1 : PID (+\$595) Toxic Sensor 2 : Twin Tox dual channel CO/H2S (+\$250) Battery : Rechargeable(+\$150) Sampling Method : Motorized Sampling Pump(+\$125) Datalogging : Datalogging monitor with Fleet Manager II software Housing : Yellow	\$1,895.00	1	\$1,895.00
CG-QT58-1 Quint Gas CH4 (2.5%), O2 (18.0%), H2S (25ppm), CO (100ppm), CO2 (0.5%) [remove]		\$350.00	1	\$350.00
 MS-CK-DL GasAlertMicro 5 Series Deluxe Confined Space Kit [remove]		\$350.00	1	\$350.00

[Update](#)

Subtotal: \$2,595.00

Shipping: \$25.57*

Tax: \$0.00

Total: \$2,620.57

* Includes Shipping & Handling Fees

[Keep Shopping](#)

[Checkout](#)

Shipping Calculator

Zip Code: State:

Shipping Method: [Apply](#)

Total shipping costs are calculated during checkout and may be adjusted based on customer location. Please note that some carriers like UPS do not ship to PO Boxes.

[Coupon Code / Promotional Code \(optional\)](#)

If you have a Coupon / Promotional code that can be redeemed from this store, please enter the offer code in the box below.

[Apply](#)



//

5 CHECKOUT REVIEW**Product Name** **MSA**

RKI GX-6000 PID and Super Toxics 6 Gas Monitor 72-6AB

6th Sensor

SO2, 6 ppm

Battery Options

Li-Ion battery pack with 100-240 VAC Charger

Optional Calibration Kit

34AL cyl 100 ppm Isobutylene, CH4/O2/H2S/CO, dem flow r

...

Price**Qty****Subtotal**

\$3,580.00

1

\$3,580.00

Subtotal

\$3,580.00

Grand Total \$3,580.00

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: City Hall Construction- Update- Spink Engineering

DATE/ITEM: 07-19-16- H 5

BUDGET INFORMATION

DEPT: All

BUDGETED?

FUND: General

EXPENDITURE: ?

DESCRIPTION/SUMMARY

ACTION

Continued discussion on options for City Hall improvements

HISTORY

ATTACHMENTS

- | | |
|--|----|
| 1) Information from Spink Engineering and City Staff | 3) |
| 2) | 4) |

RECOMMENDED ACTION/SAMPLE MOTION

UPDATED RECOMMENDATIONS

Structural Requirements

- Strengthen upper beam and replace lower beam with steel I beam – See June 29, 2016 memo from Richard Mumma, The Building Department.

Mold Removal Requirements

- Remove mold from walls in Sheriff's Office and Archive Storage Area
- Replace building front siding to correct warping and flashing to prevent water entry
- Replace small area of sidewalk in front adjacent to Just a Minute Mart
- Replace wood walkway and stairs on South side of City Hall and install drain system
- Add commercial grade gutters on south side of City Hall and connect and re-position downspout.
- Repair leaks in roof by replacing a portion of roof cap and flashing and other leaks
- Install new HVAC to obtain required ventilation – crucial to mold remediation

Occupancy Requirements

- Second Emergency Exit due to occupancy numbers
 - Removal of old stairs (non-compliant)
 - Replacement of stairs
- ADA Compliant bathroom on upper level
- Bring Electrical up to code – safety and fire issue

Work Space Recommendations – provide adequate office and workspace on upper level

- 8' walls
- Flooring removal and replacement
- Break room appliances
- Windows 2
- Remove and replace ceiling tiles

Structural Requirements	37,300
Mold Remediation	70,000
Occupancy Requirements	43,000
Work Space Recommendations	27,500
A&E (20% of total)	35,560
Total	213,360

KERR LAW GROUP
7025 Grandridge Blvd., Suite A
Kennewick, Washington 99336-7724
(509) 735-1542

MEMORANDUM

TO: City of Benton City
FROM: Kerr Law Group
DATE: July 13, 2016
RE: Potential legal ramifications resulting from mold in City Hall

The question has been raised regarding the potential legal ramifications of the presence of mold at City Hall. Potential legal issues could be raised under two main areas as a result of the presence of mold in the City Hall building, or as a potential result of the mold condition remaining or worsening without being properly treated.

1. Whether the City could be potentially liable to its employees working in City Hall as a result of illness related to the present mold condition.

An injury or illness to an employee resulting from a condition in the workplace is usually a worker's compensation claim through the Department of Labor and Industries. These illnesses or injuries fall under RCW Title 51, the Industrial Insurance Act, and claims by employees for work-related illness and injury are primarily handled and compensated through L&I insurance.

However, RCW 51.24.020 creates an exception to that insurance coverage and any immunity afforded under the Industrial Insurance Act. This statute states plainly that, "(i)f injury results to a worker from the deliberate intention of his or her employer to produce such injury, the worker or beneficiary of the worker shall have the privilege to take under this title and also have cause of action against the employer as if this title had not been enacted, for any damages in excess of compensation and benefits paid or payable under this title." This is known as the "deliberate intent exception."

Case law has interpreted this statutory exception narrowly. "In using RCW 51.24.020 to pierce the statutory shield protecting employers, the employee must prove first, that the employer had actual, certain knowledge that injury would occur; and second, that the employer willfully disregarded that knowledge. *Schuman v. Hoehn*, 119 Wn. App. 61 (2003). The City must have certain knowledge that an injury will occur as a result of the presence of mold, and must willfully disregard that knowledge. However, the "(d)eliberate intention' exception to the Industrial Insurance Act does not require an actual intent to injure the employee." *Hope v. Larry's Markets* 108 Wash. App. 185, 29 P.3d 1268 (2001). To bring a claim under this exception, an employee would not need to prove that the City had an actual intent for the injury or illness to occur as the

Memo to City of Benton City re: mold at City Hall
Attorney Work Product-Privileged

result of mold, but rather just that the City had certain knowledge that illness would occur and that the City willfully disregarded that knowledge.

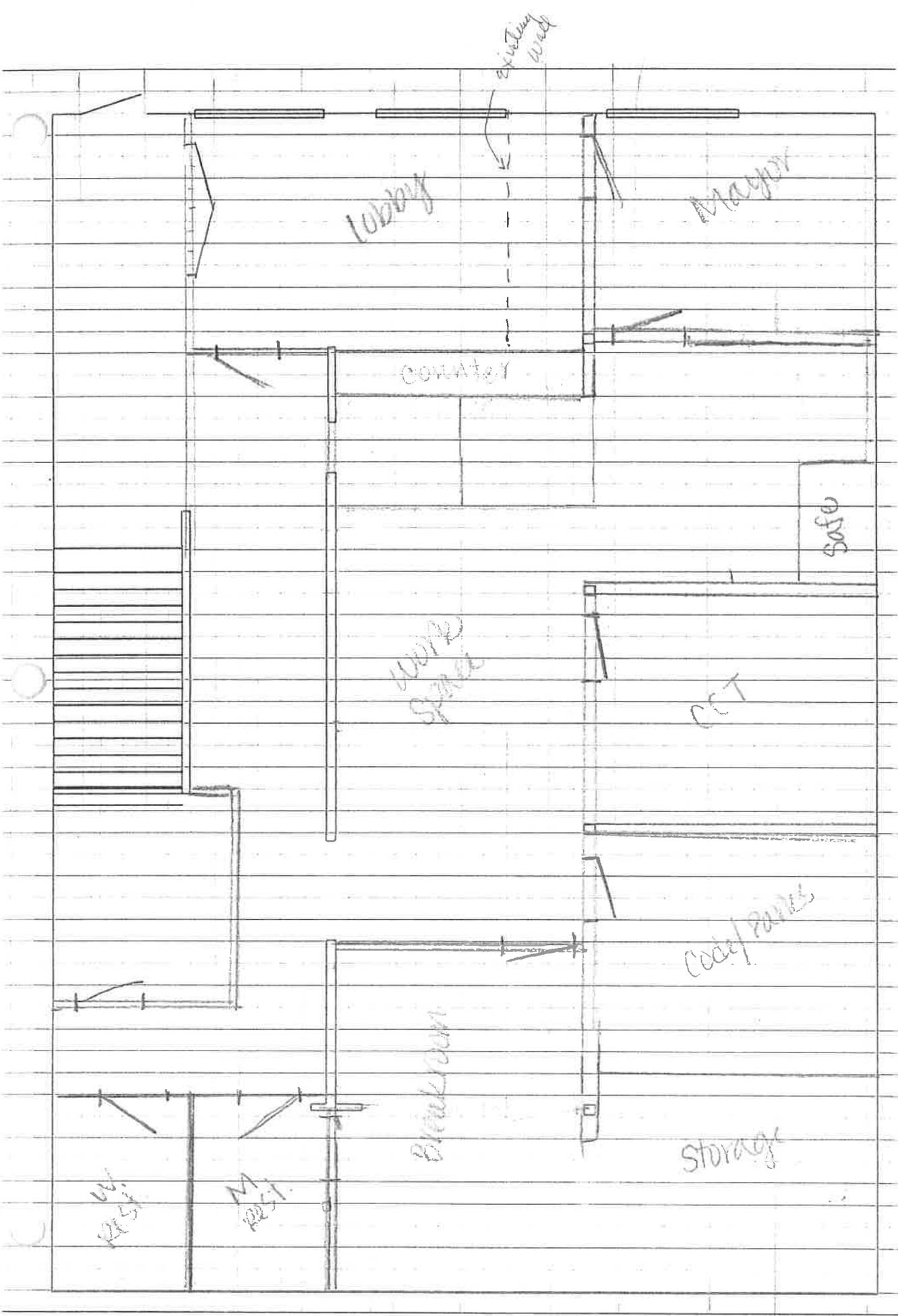
2. Whether the City could be potentially liable to members of the public visiting City Hall as a result of illness related to the present mold condition.

Should a member of the public claim an illness related to their exposure to the presence of mold in City Hall, they would have a potential civil claim against the City.

According to the American Bar Association, personal injuries caused by indoor air pollution fall into three categories, one of which is called sick building syndrome (SBS). Personal injuries fall into the category of sick building syndrome when they are caused by exposure to certain microbiological agents that can arise in buildings that experience chronic water intrusion into the building envelope. There are a litany of potential causes of action available to a plaintiff, including negligence, professional malpractice, strict liability, workers compensation, violations of the Americans with Disabilities Act, and breach of contract, among others

The most common cause of action asserted for mold contamination is negligence. The elements of this tort are that: (1) the defendant owed a duty of care to the plaintiff; (2) the defendant breached that duty by a failure to exercise ordinary or reasonable care that a person of ordinary prudence would use under similar circumstances; (3) the plaintiff was injured; and (4) the breach was the proximate cause of the injury, damage, or loss to the plaintiff. A member of the public would need to prove these elements after bringing a claim of negligence against the City due to the presence of the mold at City Hall.

If you have any further questions regarding this matter, please let us know.



MEMO

To: City Council

From: City Staff

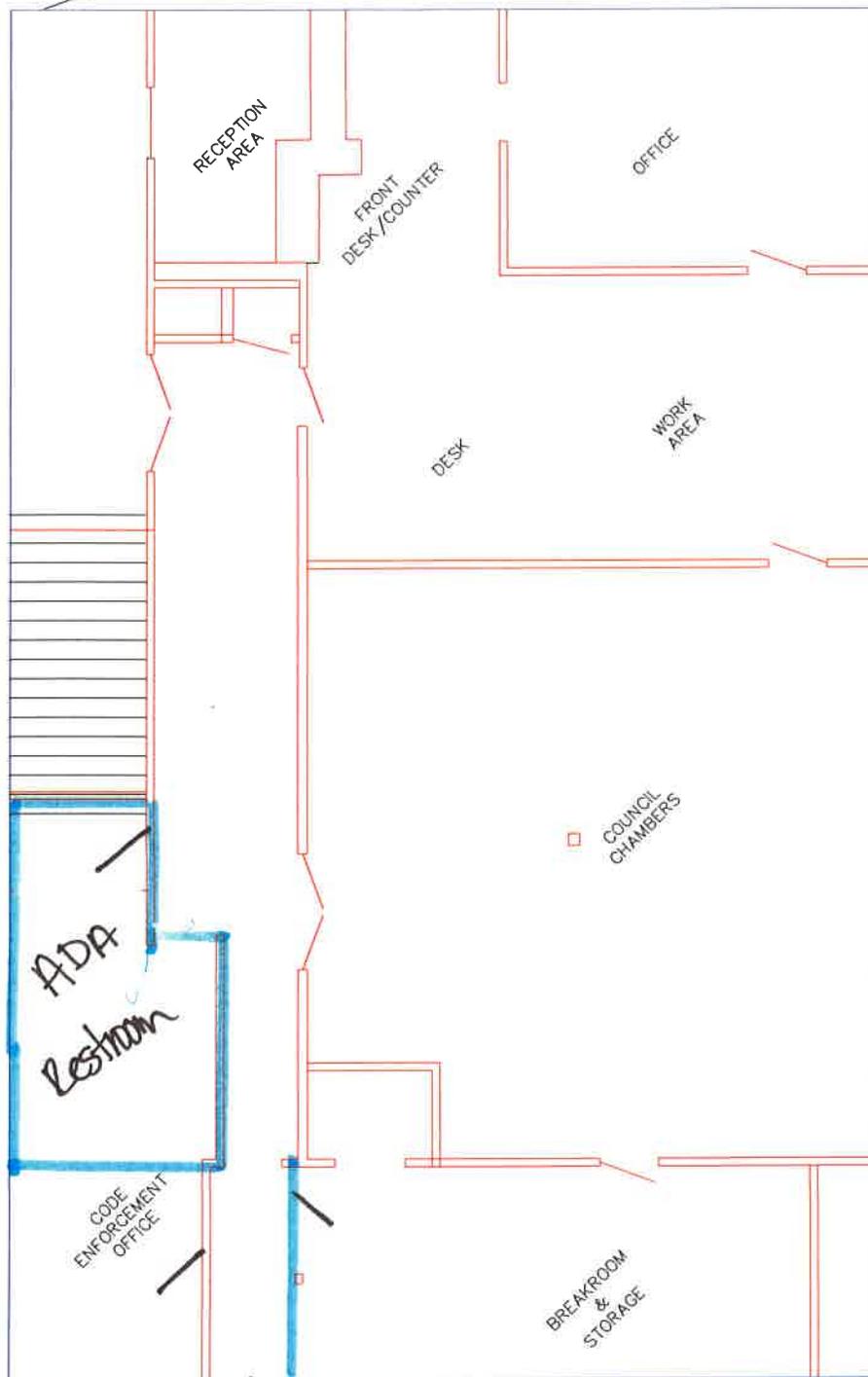
Date: 7/19/16

Re: City Hall Changes

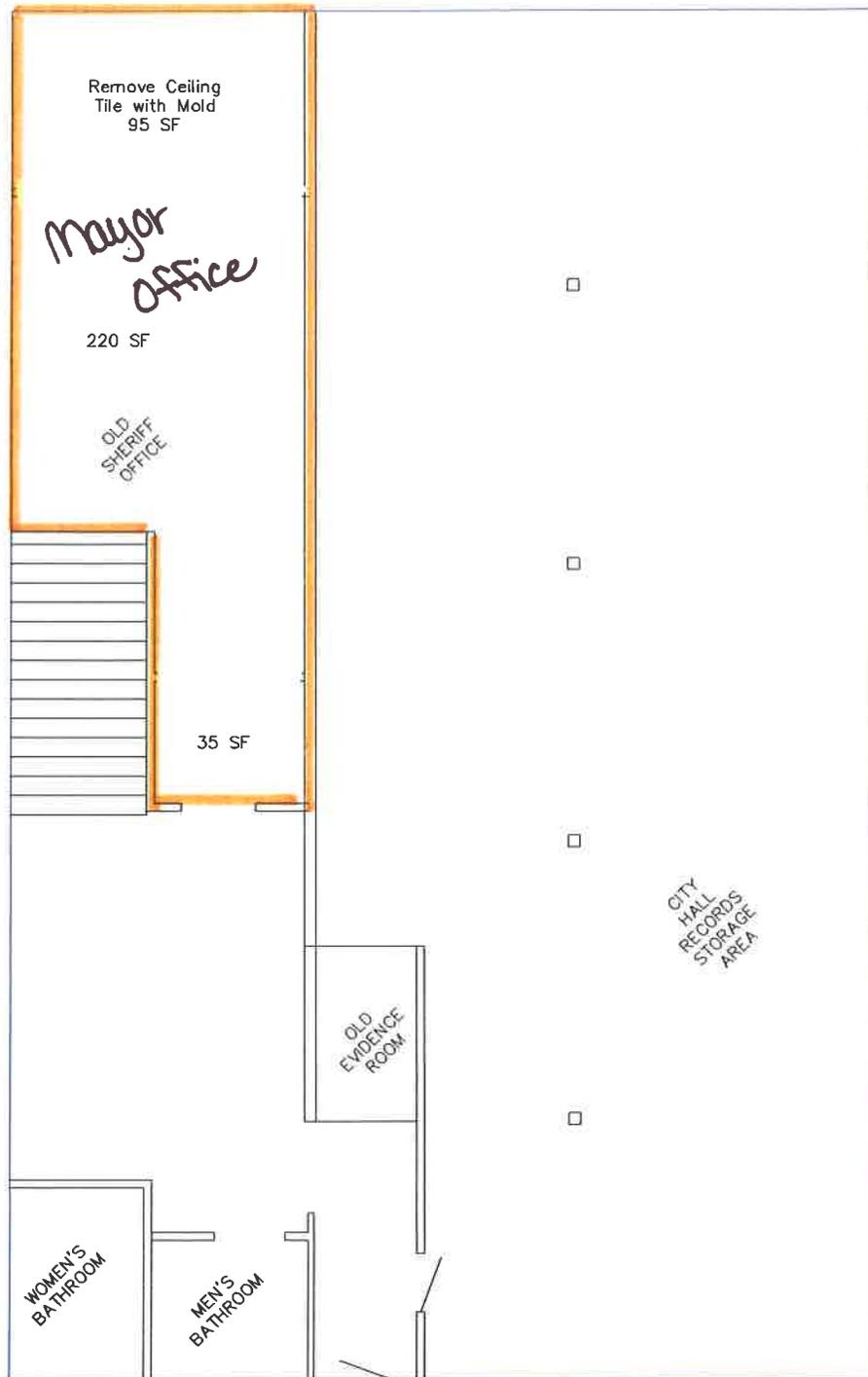
City Staff was asked for their input regarding remodeling/updating City Hall. Specifically, concerns we have, what our thoughts are regarding remodeling the building, and our opinion regarding the usability of the current space. Staff's main concern is employee/citizen health and safety, but we are also concerned with finding a solution that creates the least disruption to Benton City Citizens and Staff, and finding the most cost effective solution.

The top items staff feels should be addressed are:

- Mold in basement should be removed, creating useable, safe space downstairs
- Fix structural integrity, including upper and lower beams and replace rear lean to with adequate stairs for emergency exits
- Install ADA bathroom upstairs, which can be accomplished by reducing the size of JB's office, which is the closest location to the existing plumbing.
- It takes substantial time to set up the Community Center for meetings each week. In staff's opinion, it is not feasible to plan to hold meetings there for 10 years.
- The Mayor's office could be located in the area that was the Sheriff's office, which gives her a 24' x 12', private space to conduct meetings and perform Mayoral duties. It would also allow her easy access for after hours and weekend meetings.
- The HVAC system will need to be updated to allow for better airflow in the basement, which should help with the mold situation.
- If Council decides to renovate, staff has concerns regarding the proposed design. We would like the opportunity to comment on relocation of work spaces, storage areas, and offices to ensure the changes do not impede our abilities to complete our jobs effectively and efficiently.
- If Council decides to renovate, we will need a plan for a temporary location. Moving will cause a considerable disruption in our jobs and for citizens wanting to conduct City business. We estimate it will take at least 3 days to move City Hall to a temporary location. We will need to hire people to move our stuff, hire someone to set up a new phone system and to move our network, and sign up for new utilities at the new location (telephone, internet). We may have to make electrical improvements to support our workstations, build walls, etc.
- If Council decides to not do the full remodel, there is no need to relocate.



GROUND FLOOR



BASEMENT

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Resolution #2016-14- Lease Agreement-Mumboo Plaza **DATE/ITEM:** 07-19-16- H 6

BUDGET INFORMATION

DEPT: All

BUDGETED?

FUND: General

EXPENDITURE: \$1000 per month plus deposits

DESCRIPTION/SUMMARY

ACTION

Consideration of adoption of Resolution #2016-14, authorizing the Mayor of the City of Benton City to sign the City Hall Lease Agreement

HISTORY

ATTACHMENTS

1) Resolution #2016-14

3)

2)

4)

RECOMMENDED ACTION/SAMPLE MOTION

I move to approve Resolution #2016-14, authorizing the Mayor of the City of Benton City to sign the City Hall Lease Agreement

RESOLUTION NO. 2016-14

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE CITY HALL LEASE AGREEMENT

WHEREAS, the City has recently had the City Hall building inspected for needed remediation of mold to provide a safe working environment for City staff and City residents conducting business at City Hall; and

WHEREAS, such remediation will best be accomplished if business activities at City Hall are temporarily relocated during the period necessary to efficiently and economically complete such work; and

WHEREAS, an alternate temporary site has been determined which is available upon a month-to-month lease, which is by Exhibit A, attached hereto. 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 City of Benton City Lease Agreement – Munboo Mall between Kent Parker and the City of Benton City, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all other necessary steps required to complete this transaction.

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

Resolution 2016-14 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 19 day of July, 2016.

Linda Lehman, Mayor

Attest:

Approved as to Form:

Stephanie Haug, City Clerk/Treasurer

Leland B. Kerr, City Attorney

CITY OF BENTON CITY LEASE AGREEMENT

MUNBOO MALL

Month-to-Month Lease

THIS LEASE AGREEMENT (the "Lease") is entered into this ____ day of July, 2016, between Kent Parker ("Landlord") and City of Benton City, Washington, "Tenant").

In consideration of the mutual covenants contained herein and other valuable consideration, it is agreed as follows:

1. Lease Summary.

- A. Leased Premises. The leased commercial real estate (the "Premises") consists of an agreed on floor plan attached as Exhibit A, commonly known as 1009 Dale Avenue, Suite A, Benton City, WA 99320. The Premises do not include, and Landlord reserves, the exterior walls, and roof of the Premises, the land beneath the Premises, the pipes and ducts, conduits, wires, fixtures and equipment above suspended ceiling or structural elements of the building in which the Premises are located (the "Building"). The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property."
- B. Lease Commencement Date. This Lease is a month-to-month Lease and shall commence on the ____ day of _____, 2016, and shall continue until it is terminated below, however, not to exceed twelve (12) calendar months.
- C. Base Rent. The base monthly rent shall be \$1,000.00. Rent shall be payable at Landlord's address shown in Section 1,H below, or such other place designated in writing by Landlord.
- D. Prepaid Rent. Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$387.09 as prepaid rent, to be applied to the Pro-rated Rent due for the first month of the Lease.
- E. Security Deposit. The amount of the security deposit is \$1,000.00.
- F. Permitted Use. The Premises shall be used only for Benton City Hall and for no other purpose without the prior written consent of Landlord.
- G. Notice and Payment Addresses:

Landlord: 1231 South Quay St.
Kennewick, WA 99336

Tenant: City of Benton City
c/o Kerr Law Group
7025 West Grandridge Blvd. Suite A
Kennewick WA 99336

2. **Premises.** Landlord leases to Tenant, and Tenant leases from Landlord the Premises upon the terms specified in this Lease.

3. **Term.**

A. **Commencement Date.** The Lease shall commence on the date specified in Section 1.B, or on such earlier or later date as may be specified by written notice delivered by Landlord to Tenant advising Tenant that the Premises are ready for possession and specifying the Commencement Date, which shall not be less than ten (10) days following the date of such notice. If Tenant occupies the Premises before the Commencement Date specified in Section 1.B, then the Commencement Date shall be the date of occupancy. If Landlord acts diligently to make the Premises available to Tenant, neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the Premises to Tenant as provided in this Lease. The Termination Date shall be modified upon any change in the Commencement Date so that the length of the Lease term is not changed. If Landlord does not deliver possession of the Premises to Tenant within 20 days after the date specified in Section 1.B, Tenant may elect to cancel this Lease by giving written notice to Landlord within 10 days after such time period ends. If Tenant gives such notice, the lease shall be cancelled, all prepaid rent and security deposits shall be refunded to tenant, and neither Landlord nor Tenant shall have any further obligations to the other.

B. **Tenant Obligations.** To the extent Tenant's tenant improvements are not completed in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Lease, the Lease shall nevertheless commence on the Commencement Date.

Except for any tenant improvements described on attached Exhibit B to be completed by Landlord (defined therein as "Landlord's Work"), Tenant shall be responsible for performing any work necessary to bring the Premises into condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had adequate opportunity to investigate the Premises, acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than the Landlord's Work), and acknowledges that the time needed to complete any such items shall not delay the Commencement Date. Attached Exhibit B sets forth all Landlord's Work, if any, and all tenant improvements to be completed by Tenant (Tenant's Work"), which is to be performed on the Premises. Responsibilities for design, payment and performance of all such work shall be as set forth on attached Exhibit B. If Tenant fails to notify Landlord of any defects in the

Landlord's Work within ten (10) days of delivery of possession to Tenant. Tenant shall be deemed to have accepted the Premises in their then condition. If Tenant discovers any major defects in the Landlord's Work during this 10-day period that would prevent Tenant from using the Premises for its intended purpose, Tenant shall so notify Landlord in writing and the Commencement Date shall be delayed until after Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises after Landlord's correction of such defects. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the Premises for their intended purpose. Tenant shall prepare a punch list of all minor defects and provide the punch list to Landlord. Landlord shall promptly correct all punch list items.

C. Termination. This Lease is a month-to-month Lease which either party may terminate upon written notice provided pursuant to Section 24 below, and not less than the first day of the month proceeding the intended date of termination.

4. Rent. Tenant shall pay Landlord without demand, deduction or offset, in lawful money of the United States, the monthly rental stated in Section 1(d) in advance on or before the first day of each month during the Lease Term, and any other additional payments due to Landlord (collectively the "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease term shall be prorated.

If any sums payable by Tenant to Landlord under this Lease are not received by the fifth (5th) day of each month, Tenant shall pay Landlord in addition to the amount due, for the cost of collecting and handling such late payment, an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount. In addition, all delinquent sums payable by Tenant to Landlord and not paid within five days of the due date shall, at Landlord's option, bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is less. Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims.

5. Security Deposit. Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1(f) above. The Landlord may commingle the security deposit with its other funds. If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the security deposit to the payment of any sum in default and any damage suffered by Landlord as a result of Tenant's breach. In such event, Tenant shall, within five (5) days after written demand therefore by Landlord, deposit with Landlord the amount so applied. Any payment to Landlord from the security deposit

shall not be construed as a payment of liquidated damages for any default. If Tenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the security deposit shall be repaid to Tenant without interest within 30 days after the vacation of the Premises by Tenant.

6. **Uses.** The Tenant shall occupy and the premises shall be used only for the use(s) specified in Section 1(g) above (the "Permitted Use"), and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance.

7. **Compliance With Laws.** Tenant shall not cause or permit the Premises to be used in any way which violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that, to the best of Landlord's knowledge, with the exception of any Tenant's Work, as of the Commencement Date, the Premises comply with all applicable laws, rules, regulations, or orders, including without limitation, the Americans with Disabilities Act, if applicable, and Landlord shall be responsible to promptly cure any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of Tenant's particular use, such as modifications required by the Americans With Disabilities Act as a result of Tenant opening the Premises to the public as a place of public accommodation. If the enactment or enforcement of any law, ordinance, regulation or code during the Lease term requires any changes to the Premises during the Lease term, the Tenant shall perform all such changes at its expense if the changes are required due to the nature of Tenant's activities at the Premises, or to alterations that Tenant seeks to make to the Premises; otherwise, Landlord shall perform all such changes at its expense.

8. **Utilities.** Landlord shall provide to the Premises electricity, water, sewer, telephone utilities and garbage removal. Tenant shall install, connect, and directly pay for all janitorial, electricity, heat, telephone, and other utilities and services used by Tenant on the Premises during the Term, whether or not such services are billed directly to Tenant. Tenant will also procure, or cause to be procured, without cost to Landlord, all necessary permits, licenses or other authorizations required for the lawful and proper installation, maintenance, replacement, and removal on or from the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying all utilities or services to the Premises.

Every three months, Landlord shall send to Tenant an itemized invoice for a portion of the exterior lighting, water and other expenses. The amount due will be based on Tenant's leased floor space. The invoice is due 20 days after invoice date. Notwithstanding the foregoing, if Tenant's use of the Premises incurs utility service charges which are above ordinary usage, Landlord reserves the right to require Tenant to pay a larger portion for such usage. For example, where Tenant installs a number of showers for a health spa and uses large amounts of water, the increased usage may result in higher water service charges.

9. **Taxes.** Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, by reason of Tenant's use of the Premises, and all Taxes on Tenants personal property located on the Premises. Landlord shall pay all Building and Property Taxes including any Taxes resulting from reassessment of the Building due to a change of ownership or otherwise, which shall be included in Operating Costs.
10. **Alterations.** Tenant may make alterations, additions of improvements to the Premises, including any Tenant's Work identified on attached Exhibit B ("Alterations"), with the prior written consent of Landlord. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures which may be performed without damaging existing improvements or the structural integrity of the Premises, and Landlord's consent shall not be required for Tenant's installation of those items. Tenant shall complete all Alterations at Tenant's expense in compliance with all applicable laws and in accordance with plans and specifications approved by Landlord, and using contractors approved by Landlord. Landlord shall be deemed the owner of all Alterations except for those which Landlord requires to be removed at the end of the Lease term. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.
11. **Repairs and Maintenance.** Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make all minor non-structural repairs and replacements to keep the Premises in safe operating condition, including all utilities and other systems serving the Premises, but excluding the roof, foundation and exterior walls, doors, windows and glass, which Landlord shall maintain in good condition and repair at Landlord's expense. Tenant shall not damage any demising wall or disturb the structural integrity of the Premises and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, agents, contractors, or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repair's to the Premises made necessary by the negligence or willful misconduct of Landlord or its agents, employees, contractors or invitees therein.

Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.

12. **Access and Right of Entry.** After reasonable notice from Landlord (except in cases of emergency, where no notice is required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of showing the Premises to prospective purchasers

or lenders at any time, and to prospective tenants within 180 days prior to the expiration or sooner termination of the Lease term, and for posting "for lease" signs within 180 days prior to the expiration or sooner termination of the Lease term.

13. **Signage.** Tenant shall obtain Landlord's written consent before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenant shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

14. **Destruction or Condemnation.**

A. **Damage and Repair.** If the Premises are partially damaged but not rendered untenable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and this Lease shall not terminate. The Premises shall not be deemed untenable if less than twenty-five percent (25%) of the Premises are damaged. Landlord shall have no obligation to restore the Premises if insurance proceeds are not available to pay the entire cost of such restoration. If insurance proceeds are available to Landlord but are not sufficient to pay the entire cost of restoring the Premises, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

If the Premises are entirely destroyed, or partially damaged and rendered untenable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises to their previous condition. If, within thirty (30) days after receipt by Landlord from Tenant of written notice that Tenant deems the Premises untenable, Landlord fails to notify Tenant of its election to restore the Premises, or if Landlord is unable to restore the Premises within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease.

If Landlord restores the Premises under this Section 14(a), Landlord shall proceed with reasonable diligence to complete the work, and the base monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole Premises, provided that there shall be a rent abatement only if the damage or destruction of the Premises did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's officers, contractors, licensees, subtenants, agents, servants, employees, guests, invitees or visitors. Provided, Landlord complies with its obligations under this Section, no damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises. Landlord will not carry insurance of any kind for the protection of Tenant or any improvements paid for by Tenant or as provided in Exhibit B or on Tenant's furniture or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord shall not be obligated to repair any damage thereto or replace the same unless the damage is caused by Landlord's negligence or willful

misconduct.

- B. If the Premises are made untenantable by eminent domain, or conveyed under a threat of condemnation, this Lease shall automatically terminate as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises and all Rents and other payments shall be paid to that date. In case of taking of a part of the Premises that does not render the Premises untenantable, then this Lease shall continue in full force and effect and the base monthly rental shall be equitably reduced based on the proportion by which the floor area of any structures is reduced, such reduction in Rent to be effective as of the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses or damages resulting from interruption in its business, provided that in no event shall Tenant's claim reduce Landlord's award.

15. Insurance.

- A. Liability Insurance. During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord and Landlord's lender(s) as an additional insured, and shall insure Tenant's activities and those of Tenant's employees, officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$1,000,000, and a deductible of not more than \$5,000. The insurance will be noncontributory with any liability insurance carried by Landlord.
- B. Property Insurance. Landlord shall pay for property insurance for the Premises, in an amount sufficient to prevent Landlord or Tenant from becoming a co-insurer under the terms of the policy, and in an amount not less than the replacement cost of the Premises, with a deductible of not more than \$5,000. In the event of a casualty loss on the Premises, Landlord may apply insurance proceeds under the property insurance policy in the manner described in Section 14(a).
- C. Miscellaneous. Insurance required under this Section shall be with companies rated A-V or better in Best's Insurance Guide, and which are authorized to transact business in the State of Washington. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior written notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter,

copies of the insurance policies or certificates of insurance and copies of endorsements required by this Section. In no event shall the limit of such policies be considered as limiting the liability of Tenant under this Lease.

- D. **Waiver of Subrogation.** Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by insurance required to be carried by each of them. The mutual releases between Landlord and Tenant will be subject to consent by each party's insurance company. Each party shall provide notice to the insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such policies or to the extent of liabilities exceeding the limits of such policies.
- E. With the Tenant's participation in the Governmental Self-Insured Risk Pool, Washington Cities Insurance Authority (WCIA) shall satisfy all the conditions set forth in Section 15 regarding insurance obligations of the Tenant.

16. **Indemnification.** Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's officers, contractors, licensees, subtenants, agents, servants, employees, guests, invitees, or visitors on or around the Premises, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel acceptable to Landlord in defense of any action within Tenant's defense obligation. Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or around the Premises, or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel acceptable to Tenant in defense of any action within Landlord's defense obligation. The provisions of this Section 16 shall survive expiration or termination of this Lease.

17. **Assignment and Subletting.** Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent which shall not be unreasonably withheld or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer.

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change(s) in the ownership of, or power to vote, which singularly or collectively

represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sub-lessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption instruments.

18. **Liens.** Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, upon request of Landlord, at Tenant's expense, immediately furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien(s).

19. **Default.** The following occurrences shall each be deemed an Event of Default by Tenant:
 - A. **Failure to Pay.** Tenant fails to pay any sum, including Rent, due under this Lease following five (5) days written notice from Landlord of the failure to pay.

 - B. **Vacation/Abandonment.** Tenant vacates the Premises (defined as an absence for at least 15 consecutive days without prior notice to Landlord), or Tenant abandons the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

 - C. **Insolvency.** Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or a receiver, assignee or other liquidating officer is appointed for Tenant's business, provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding such constitute an Event of Default only if such proceeding is not dismissed or vacated within 60 days after its institution or commencement.

 - D. **Levy or Execution.** Tenant's interest in this Lease or the Premises, or any part thereof, is taken by execution or other process of law directed against Tenant, or is taken upon or subjected to any attachment by any creditor of Tenant, if such attachment is not discharged within 15 days after being levied.

 - E. **Other Non-Monetary Defaults.** Tenant breaches any agreement, term or covenant of this Lease other than one requiring the payment of money and

not otherwise enumerated in this Section, and the breach continues for a period of 30 days after notice by Landlord to Tenant of the breach.

- F. Failure to Take Possession. Tenant fails to take possession of the Premises on the Commencement Date.

20. **Remedies.** Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

- A. Termination of Lease. Landlord may terminate the tenancy by written notice or by pursuing any other remedy allowed by law. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to the termination, after deducting all Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1 %); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described in Section 20b.
- B. Re-Entry and Reletting. Landlord may continue this Lease in full force and effect and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may re-let the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions, as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a written notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the rent and other sums

which would be payable under this Lease if repossession had not occurred, plus the net proceeds, if any, after reletting the Premises, after deducting Landlord's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions, attorneys' fees, remodeling and repair costs, costs for removing and storing Tenant's property and equipment, and tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

- C. Waiver of Redemption Rights. Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, as it may have been extended.
 - D. Nonpayment of Additional Rent. All costs which Tenant agrees to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have all the rights herein provided for in case of nonpayment of Rent.
 - E. Failure to Remove Property. If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.
21. Mortgage Subordination and Attornment. This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("Landlord's Mortgage"), provided the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage shall elect to continue this Lease in full force and effect. Tenant shall attorn to the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided such person(s) assume the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than fifteen (15) days after request execute, acknowledge and deliver documents

which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and adornment. Notwithstanding the foregoing, Tenant's obligations under this Section are conditioned on the holder of each Landlord's Mortgage and each person acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default exists.

22. **Non-Waiver.** Landlord's waiver of any breach of any term contained in this Lease shall not be deemed to be a waiver of the same term for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any breach by Tenant preceding such acceptance.
23. **Holdover.** If Tenant shall, without the written consent of Landlord, hold over after the expiration or termination of the Term, such tenancy shall be deemed to be on a month-to-month basis and may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 100% the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect.
24. **Notices.** All notices under this Lease shall be in writing and effective (i) when delivered in person or (ii) three (3) days after being sent by registered or certified mail to Landlord or Tenant, as the case may be, at the Notice Addresses set forth in Section 1(h) or (iii) upon confirmed transmission by facsimile to such persons at the facsimile numbers set forth in section 1(h) or such other addresses/facsimile numbers as may from time to time be designated by such parties in writing.
25. **Costs and Attorneys' Fees.** If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for costs and attorneys' fees in such suit, in mediation or arbitration, at trial and on appeal, and in any bankruptcy proceeding.
26. **Estoppel Certificates.** Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the date the Lease term commenced and the date it expires; (ii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iii) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (iv) that this Lease represents the entire agreement between the parties; (v) that all conditions under this Lease to be performed by Landlord have been satisfied; (vi) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (vii) that no Rent has been paid more than one month in advance; and (viii) that no security has been deposited with Landlord (or, if so, the amount thereof. Any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgage of Landlord's interest in the Premises. If Tenant shall fail to respond

within ten (10) days of receipt by Tenant of a written request by Landlord as herein provided, Tenant shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee.

27. **Transfer of Landlord's Interest.** This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, except for any retained security deposit or prepaid rent, and Tenant shall attorn to the transferee.
28. **Right to Perform.** If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease. Tenant shall, on demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.
29. **Hazardous Material.** Landlord represents and warrants to Tenant that to the best of Landlord's knowledge, there is no "Hazardous Material" (as described below) on, in or under the Premises as of the Commencement Date except as otherwise disclosed to Tenant in writing before the execution of this Lease.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by Tenant, its agents, employees, contractors or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, or elsewhere, damages arising from any adverse impact on marketing of space at the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractor's or invitees, results in any unlawful release of Hazardous Material on the Premises or any other property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises or any other property, to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion.

As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government due to its potential harm to the health, safety or welfare of humans or the environment. The provisions of this Section 29 shall survive expiration or termination of this Lease.

30. **Quiet Enjoyment.** So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord, or by the holders of any Landlord's Mortgage or any successor thereto.

31. **General.**

A. **Heirs and Assigns.** This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

B. **Brokers' Fees.** Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease other than as disclosed elsewhere in this Lease. Tenant shall indemnify and hold Landlord harmless against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. This subparagraph shall not apply to brokers with whom Landlord has an express written brokerage agreement.

C. **Entire Agreement.** This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understanding pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant.

D. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

- E. Force Majeure. Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.
- F. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington.
- G. Memorandum of Lease. This Lease shall not be recorded.
- H. Submission of Lease Form Not an Offer. One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both Landlord and Tenant.
- I. Authority of Parties. Any individual signing this Lease on behalf of an entity represents and warrants to the other that such individual has authority to do so and, upon such individuals' execution, that this Lease shall be binding upon and enforceable against the party on behalf of whom such individual is signing.
- J. Legal Description of Real Property. Lot Ptn. 11, Replat of Assessor's Plat 5 of Benton City, records of Benton County, WA

32. Exhibits. The following exhibits are made a part of this lease:

- Exhibit A Floor Plan Outline of the Premises
- Exhibit B Tenant Improvement Schedule-NA

IN WITNESS WHEREOF, the parties hereto have subscribe their names as of the ____ day of _____, 2016.

LANDLORD:
Kent Parker

By: _____
Kent Parker, Landlord/Owner
1231 South Quay Street
Kennewick, WA 99338
(509) _____

TENANT:
City of Benton City, Washington

By: _____
Linda Lehman, Mayor

CITY OF BENTON CITY
Voucher Summary Sheet

July 6 - July 19, 2016

FUND NAME	FUND NO.	PAYROLL	CLAIMS	TOTAL
CURRENT EXPENSE	001	28,735.31	24,768.14	53,503.45
CITY STREET	101	5,910.54	108.02	6,018.56
ARCHIVE	103			0.00
PARK & RECREATION CAPITAL IMPROVEMENT	302			0.00
I-82 BUSINESS PARK	350			0.00
WATER	401	11,688.71	3,859.86	15,548.57
SEWER	402	11,013.45	2,988.71	14,002.16
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		57,348.01	31,724.73	89,072.74

I, Stephanie Haug, Audit Officer for the City of Benton City, hereby submit for approval vouchers as listed below and recommend these vouchers to be authorized for payment this 19th day of July, 2016.

VOUCHER APPROVAL

I move to approve payment of Claim check numbers:

27784 thru 27806 with EFTs as listed in the amount of \$ 31,724.73

And Payroll Check numbers:

27729, 27758 thru 27766 with EFTs as listed in the amount of \$ 57,348.01

this 19th day of July, 2016.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY CLERK/TREASURER

CHECK REGISTER

City Of Benton City

MCAG #: 199

06/01/2016 To: 06/30/2016

Time: 06:40:53 Date: 07/13/2016

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2310	06/15/2016	Payroll	1	EFT		2,000.34	
2342	06/15/2016	Payroll	1	EFT		1,252.91	
2343	06/15/2016	Payroll	1	EFT		1,481.06	
2344	06/15/2016	Payroll	1	EFT		1,661.79	
2345	06/15/2016	Payroll	1	EFT		1,780.39	
2347	06/15/2016	Payroll	1	EFT		1,425.49	
2349	06/15/2016	Payroll	1	EFT		1,390.11	
2376	06/22/2016	Payroll	1	EFT	Department of Retirement Systems	675.00	06/01/2016 To 06/15/2016 - Deferred Comp.
2515	06/30/2016	Payroll	1	EFT		1,311.37	
2516	06/30/2016	Payroll	1	EFT		1,485.34	
2517	06/30/2016	Payroll	1	EFT		1,499.33	
2518	06/30/2016	Payroll	1	EFT		1,781.21	
2519	06/30/2016	Payroll	1	EFT		1,425.94	
2521	06/30/2016	Payroll	1	EFT		2,190.01	
2522	06/30/2016	Payroll	1	EFT		1,390.68	
2523	06/30/2016	Payroll	1	EFT	Aflac	407.70	06/01/2016 To 06/30/2016 - Aflac - Accident (Pre); 06/01/2016 To 06/30/2016 - Aflac - STD (Post); 06/01/2016 To 06/30/2016 - Aflac - Hospital IC (Pre)
2524	06/30/2016	Payroll	1	EFT	Department of Retirement Systems	6,666.86	06/01/2016 To 06/30/2016 - PRS2
2525	06/30/2016	Payroll	1	EFT	Department of Retirement Systems	675.00	06/16/2016 To 06/30/2016 - Deferred Comp.
2526	06/30/2016	Payroll	1	EFT	IRS - EFT Processing System	10,130.12	941 Deposit For 06/01/2016 - 06/30/2016
2348	06/15/2016	Payroll	1	27729		2,009.18	
2506	06/30/2016	Payroll	1	27758		266.05	
2507	06/30/2016	Payroll	1	27759		207.79	
2508	06/30/2016	Payroll	1	27760		711.80	
2509	06/30/2016	Payroll	1	27761		275.52	
2510	06/30/2016	Payroll	1	27762		313.99	
2511	06/30/2016	Payroll	1	27763		277.05	
2520	06/30/2016	Payroll	1	27764		1,756.98	
2527	06/30/2016	Payroll	1	27765	Teamsters Local 839	391.00	06/01/2016 To 06/30/2016 - TEAMSTERS 839
2528	06/30/2016	Payroll	1	27766	Washington Teamsters Welfare Trust	10,508.00	06/01/2016 To 06/30/2016 - NW Admin
						28,735.31	
001 Current Expense Fund						5,910.54	
101 City Street Fund						11,688.71	
401 Water Fund						11,013.45	
402 Sewer Fund						57,348.01	
						57,348.01	Payroll: 57,348.01

CHECK REGISTER

City Of Benton City
MCAG #: 199

07/06/2016 To: 07/19/2016

Time: 06:41:08 Date: 07/13/2016

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2640	07/13/2016	Claims	1	EFT	WA St Dept of Revenue	3,639.38	June Excise Tax
2663	07/19/2016	Claims	1	EFT	Benton PUD	37.01	Acct No. 2898300000
2664	07/19/2016	Claims	1	EFT	Wright Express FSC Fleet Conoco	125.32	Acct No. 0203-00-107379-0/Inv No. 46016244
2665	07/19/2016	Claims	1	27784	Able Tank & Toilet	144.00	Acct No. 3961456/Inv No. 1942726
2666	07/19/2016	Claims	1	27785	Ace Sales & Service, Inc	276.00	Acct No. CITYOFBENT/Inv No. A-31847
2667	07/19/2016	Claims	1	27786	Benton City EDC	8,750.00	Inv No. 20160002/2Q Partnership Contribution 2016
2668	07/19/2016	Claims	1	27787	Dirk Brink	71.15	Refund inactive customer credit balance
2669	07/19/2016	Claims	1	27788	Canon Financial Services	152.05	Acct No. 672589/Inv No. 16244036
2670	07/19/2016	Claims	1	27789	Canon Solutions America, Inc.	137.37	Acct No. 1847649/Inv No. 4019574856
2671	07/19/2016	Claims	1	27790	Cascade Analytical, Inc.	1,075.32	Acct No. 5444/Inv No. 227354
2672	07/19/2016	Claims	1	27791	Cintas Corporation #608	196.60	Acct No. 608-01838
2673	07/19/2016	Claims	1	27792	City Of Benton City	1,009.01	June/July Water/Sewer Charges
2674	07/19/2016	Claims	1	27793	Detloff A&M	165.50	Acct No. CITY 34/July Charges
2675	07/19/2016	Claims	1	27794	Ed's Disposal	319.18	Acct No. 2007139/Inv No.1943579; Acct No 2901037/Inv No 1943711
2676	07/19/2016	Claims	1	27795	Frontier	1,146.67	City Landlines
2677	07/19/2016	Claims	1	27796	Kerr Law Group	9,999.00	File #28766-00001/Inv No. 13796
2678	07/19/2016	Claims	1	27797	Daniel & Meagan Mosqueda	147.07	Refund inactive customer credit balance
2679	07/19/2016	Claims	1	27798	Patnode's True Value Hardware	79.88	Acct No 140 June Chargesq
2680	07/19/2016	Claims	1	27799	Safeguard Business Systems	512.42	Acct No. PMN6WH/Inv No. 031542649
2681	07/19/2016	Claims	1	27800	Maricela Sandoval	100.00	Community Center Deposit Refund
2682	07/19/2016	Claims	1	27801	Staples Credit Plan	390.44	Acct No. 6035 5178 2017 4653
2683	07/19/2016	Claims	1	27802	The Building Department Inc.	1,682.37	Inv No. 793
2684	07/19/2016	Claims	1	27803	Tri-City Herald	639.48	Acct No. 447464; Acct No. 509031
2685	07/19/2016	Claims	1	27804	US Bank - Visa	856.01	Acct No. 4798 1758 4500 0205
2686	07/19/2016	Claims	1	27805	US Linen	45.12	Acct No. 150450/June Charges-Item 4731 John
2687	07/19/2016	Claims	1	27806	Utilities Underground Location Ctr.	28.38	Acct No. 144600/Inv No 6060106

001 Current Expense Fund	24,768.14
101 City Street Fund	108.02
401 Water Fund	3,859.86
402 Sewer Fund	2,988.71

* Transaction Has Mixed Revenue And Expense Accounts

31,724.73	Claims: 31,724.73
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CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Kerr Law Group Contract

DATE/ITEM: 07-19-16- | 1

BUDGET INFORMATION

DEPT: All

BUDGETED?

FUND: General

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

HISTORY

ATTACHMENTS

1)

3)

2)

4)

RECOMMENDED ACTION/SAMPLE MOTION

DISCUSSION ONLY

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: August 2, 2016- Council Meeting

DATE/ITEM: 07-19-16- I 2

BUDGET INFORMATION

DEPT: All

BUDGETED?

FUND: General

EXPENDITURE: N/A

DESCRIPTION/SUMMARY

ACTION

HISTORY

I have been notified that two Council members are unable to attend the Council Meeting on August 2nd. I will also be gone. I wanted to check with the other Councilmembers to make sure they will be in attendance. Without 3 Council people, we will be unable to hold a meeting, as quorum will not be present. If we know in advance, we can cancel the meeting and notify the public in advance.

ATTACHMENTS

1)

3)

2)

4)

RECOMMENDED ACTION/SAMPLE MOTION

DISCUSSION ONLY

CITY OF BENTON CITY

City Council Agenda Item



PROCESS INFORMATION

SUBJECT: Executive Session - RCW 42.3.110 (c)

DATE/ITEM: 07-19-16-1 3

BUDGET INFORMATION

DEPT:

BUDGETED?

FUND:

EXPENDITURE:

DESCRIPTION/SUMMARY

ACTION

HISTORY

ATTACHMENTS

1)

3)

2)

4)

RECOMMENDED ACTION/SAMPLE MOTION