

RESOLUTION NO. 2018-07

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE AGREEMENT WITH BENTON COUNTY FOR THE DISBURSEMENT OF FUNDS FROM THE RURAL COUNTY CAPITAL FUND

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter "Fund") after April 1, 2016 for the financing of certain "public facilities [projects] serving economic development purposes" as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and

WHEREAS, the County and the City are authorized, including under Chapters 39.33 and 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and

WHEREAS, the City has sold property in the Kiona area of Benton City south of the Yakima River to a developer who has a specific development plan and has an economic development interest in other public and private properties in this same area, all of which cannot be developed to their potential without significant improvements to Lift Station 4 of the City's existing sewerage system; and

WHEREAS, Lift Station 4 does not have capacity to adequately serve the proposed development on the property that the City sold or other similar properties owned by other parties that could be developed; and

WHEREAS, Lift Station 4 directly supports Lift Station 7, improvements to which are part of a separate project also supported by the County's Rural County Capital Funds, and now needs to be modernized and brought up to the same operating capacity as Lift Station 7; and

WHEREAS, Lift Station 4 currently has approximately five (5) minutes between pump cycles, therefore, wet well capacity is greatly undersized; and when the station fails as it occasionally does, service is interrupted and there is an overflow of raw sewage at the Lift Station 4 site; and

WHEREAS, for these reasons the City intends to substantially upgrade Lift Station 4 as follows:

1. Install a force main extension to Lift Station 4 to move wastewater under pressure to the City's wastewater treatment plant;

2. Install pump upgrades at Lift Station 4 to increase overall capacity in the central part of the City, between Lift Station 7 and the wastewater treatment plant, and to areas south of the Yakima River for continuous sewer service to the area south of the Yakima River for both existing and future customers;

3. Install a radio telemetry system for better real-time monitoring of the status and function of Lift Station 4 remotely as opposed to onsite; and

4. Install a supervisory control and data acquisition (SCADA) system to allow controlled adjustments to Lift Station 4 to be made remotely; and

WHEREAS, the above described improvements (the "Project") will assist in the recruitment of new businesses and in combination with the improvements to Lift Station 7 are expected to result in over 40 permanent jobs related to business(es) on the previously City-owned parcel and would positively impact sales, B&O, and property tax revenues for the City; and

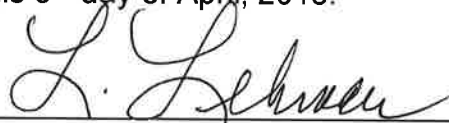
WHEREAS, the City has requested Three Hundred Thirty Thousand Dollars (\$330,000.00) for the Project from that portion of the Fund allocated to it by the County to be reimbursed to the City by the County. NOW, THEREFORE,

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 Disbursement Agreement for the Use of Rural County Capital Funds between the City of Benton City, Washington, and Benton County, Washington, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required for the implementation of this Agreement.

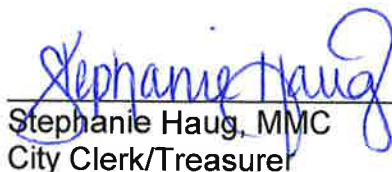
ADOPTED this 3rd day of April, 2018, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 3rd day of April, 2018.

Resolution 2018-07 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 3rd day of April, 2018.



Linda Lehman, Mayor

Attest:



Stephanie Haug, MMC
City Clerk/Treasurer

Approved as to Form:



Kerr Law Group
City Attorney

DISBURSEMENT AGREEMENT FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Agreement, among and between Benton County (hereinafter "County"), and the City of Benton City (hereinafter "City"), shall be effective upon execution by both parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter "Fund") after April 1, 2016 for the financing of certain "public facilities [projects] serving economic development purposes" as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and

WHEREAS, the County and the City are authorized, including under Chapters 39.33 and 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and

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WHEREAS, Lift Station 4 does not have capacity to adequately serve the proposed development on the property that the City has sold or other similar properties owned by other parties that could be developed; and,

WHEREAS, Lift Station 4 directly supports Lift Station 7, improvements to which are part of a separate project also supported by the County's Rural County Capital Funds, and now needs to be modernized and brought up to the same operating capacity as Lift Station 7; and

WHEREAS, Lift Station 4 currently has about five minutes between pump cycles, therefore wet well capacity is greatly undersized; and when the station fails as it occasionally does, service is interrupted and there is an overflow of raw sewage at the Lift Station 4 site; and

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- 1) install a force main extension to Lift Station 4 to move wastewater under pressure to the City's wastewater treatment plant;
- 2) install pump upgrades at Lift Station 4 to increase overall capacity in the central part of the City, between Lift Station 7 and the wastewater treatment plant, and to the areas south of the Yakima River for continuous sewer service to the area south of the Yakima River for both existing and future customers;
- 3) install a radio telemetry system for better real-time monitoring of the status and function of Lift Station 4 remotely as opposed to onsite; and

- 4) install a supervisory control and data acquisition (SCADA) system to allow controlled adjustments to Lift Station 4 to be made remotely; and,

WHEREAS, the above described improvements (the "Project") will assist in the recruitment of new businesses and in combination with the improvements to Lift Station 7 are expected to result in over 40 permanent jobs related to business(es) on the previously City-owned parcel and would positively impact sales, B&O, and property tax revenues for the City; and

WHEREAS, the City has requested Three Hundred Thirty Thousand Dollars (\$330,000.00) for the Project from that portion of the Fund allocated to it by the County to be reimbursed to the City by the County; and

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the City mutually agree to the following:

1. Based on the City's request for reimbursement from the Fund, the County agrees to reimburse the City for up to \$330,000.00 of qualified direct costs incurred by the City for the Project *after* the execution of this Agreement; contingent upon (i) such funds being less than the amount of the Fund allocated to the City, and (ii) that each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy, which is incorporated herein by reference.
2. The City represents that the use of revenues from the Fund for the Project is and will be consistent with RCW 82.14.370.
3. The City agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the City for which it seeks reimbursement will comply with RCW 82.14.370.
4. The estimated Project schedule and a disbursement schedule are attached hereto as Exhibit A. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project. The City will keep the County informed of changes to the schedule as the Project progresses.
5. The City shall invoice the County at the end of each calendar month for all Project costs incurred by the City in the prior month that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

Benton County Commissioners Office
ATTN: Sustainable Development Manager
7122 West Okanogan Place
Kennewick, Washington 99336

6. All approved reimbursement payments will be made via check mailed directly to the City at Post Office Box 70, Benton City, Washington 99320.
7. The City shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the City in a reasonably timely fashion.

8. The City shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the City is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.
9. The City agrees to provide the County with a monthly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.
10. If Rural County Capital Funds are applied by the City toward non-eligible expenditures, the County may cease all disbursements and the City shall repay to the County all monies inappropriately expended.
11. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed by the City with the Benton County Auditor.
12. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.
13. The City agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.
14. The City shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.
15. This Agreement shall terminate and the County's obligation to disburse funds under this Agreement shall cease at any time that any aspect of the Project falls thirty-six (36) months or more behind the schedule set forth in Exhibit A. In such case, the County's rights under this Agreement shall continue, but the County may use the funds previously allocated under this Agreement for any purpose allowable under state law. The County will make a good faith effort to notify the City whenever it believes any aspect of the Project is thirty (30) months or more behind schedule and that the Agreement will terminate in six months' time thereafter under this provision; provided that maintaining the Project on schedule is the City's responsibility and the City shall have no recourse against the County if such notice is not provided.

16. This Agreement contains the entire, complete, and integrated statement of each and every term agreed-to by and between the City and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY

Jim Beaver, Commission Chairman

Date: _____


ATTEST:

Clerk to the Board

APPROVED AS TO FORM:

Chief Deputy Prosecuting Attorney

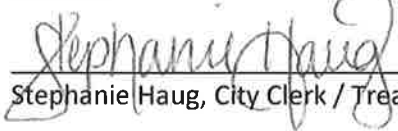
CITY OF BENTON CITY



Linda Lehman, Mayor

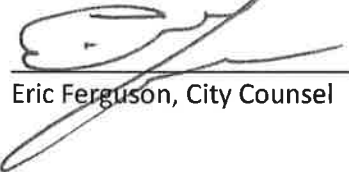
Date: 4/3/18

ATTEST:



Stephanie Haug, City Clerk / Treasurer

APPROVED AS TO FORM:



Eric Ferguson, City Counsel

EXHIBIT A

ESTIMATED PROJECT COMPLETION AND FUND DISBURSEMENT SCHEDULE

PROJECT PHASES	START DATE	FINISH DATE	ESTI-MATED COSTS	DISBURSEMENT								PHASE TOTAL	
				2018									
				05/31	06/30	07/31	08/31	09/31	10/31	11/31	12/31		
<i>Design</i>	04/16/18	06/01/18	40,000	40,000									40,000
<i>Bid & Contracting</i>	06/20/18	07/29/18	10,000		5,000	5,000							10,000
<i>Construction Management</i>	08/06/18	12/28/18	11,000				4,000	4,000	2,000	500	500		11,000
<i>Construction</i>	08/06/18	12/28/18	269,000				150,000	100,000	5,550	13,450			269,000
<i>Project Total</i>			330,000										330,000
<i>RCCF Funds</i>				40,000	5,000	5,000	154,000	104,000	7,550	13,950	500		330,000

RESOLUTION 2018 290

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE RURAL COUNTY CAPITAL FUND, DISBURSEMENT TO THE CITY OF BENTON CITY FOR THE "LIFT STATION 4 UPGRADE " PROJECT

WHEREAS, RCW 82.14.370, adopted by the Washington State Legislature in 1997, authorizes certain qualified counties like Benton County to impose a "sales and use tax for public facilities", the revenue from which is intended to support "economic development activities" through the construction of "public facilities" by the cities, ports, and the County itself for the purposes of job creation and tax revenue generation; and,


WHEREAS, Benton County has established the "Rural County Capital Fund" for said economic development activities, and has reserved a portion of the Fund for possible disbursement to cities and ports within the County who request County participation with qualified capital development projects that comport with both State law and County policy; and,

WHEREAS, the City of Benton City has submitted an application for disbursement of funds to be used toward development of a project within the city known as the "Lift Station 4 Upgrade"; and,

WHEREAS, the County and the City have mutually agreed to terms on a *Disbursement Agreement for use of Rural County Capital Funds*; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of County Commissioners that the Chairman is hereby authorized to sign the *Disbursement Agreement for use of Rural County Capital Funds* with the City of Benton City for the disbursement of up to \$330,000.00 for development of the "Lift Station 4 Upgrade" project.

Dated this 24 day of April, 2018.



Chairman of the Board



Member



Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....

Clerk of the Board

orig: Sustainable Development
cc: City of Benton City, Auditor

Prepared by: A.J. Fyall

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY



Commission Chairman

Date: 4-24-2018

CITY OF BENTON CITY

Linda Lehman, Mayor

Date: _____

ATTEST:



Clerk to the Board

Clerk to the Board

ATTEST:

Stephanie Haug, City Clerk / Treasurer

Stephanie Haug, City Clerk / Treasurer

APPROVED AS TO FORM:



Chief Deputy Prosecuting Attorney

Chief Deputy Prosecuting Attorney

APPROVED AS TO FORM:

Eric Ferguson, City Counsel

Eric Ferguson, City Counsel

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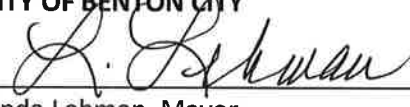
BENTON COUNTY



Commission Chairman

Date: 4-24-2018

CITY OF BENTON CITY



Linda Lehman, Mayor

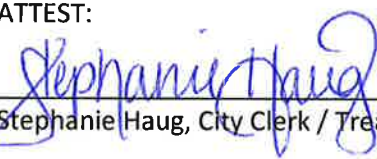
Date: 4/3/18

ATTEST:



Clerk to the Board

ATTEST:

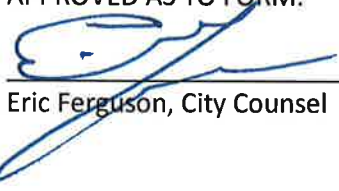


Stephanie Haug, City Clerk / Treasurer

APPROVED AS TO FORM:

Chief Deputy Prosecuting Attorney

APPROVED AS TO FORM:



Eric Ferguson, City Counsel

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