

**RESOLUTION NO. 2018-18**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE PATHWAY AND STAIRS REMOVAL AGREEMENT WITH SHAWN DARLING AND MAELEENA DARLING**

**WHEREAS**, the City of Benton City finds that the brick and paver pathway and attached wooden and concrete stairs between the City's building at 708 9<sup>th</sup> Street, Benton City, WA (Benton County Tax Parcel No. 118972020043020), and Shawn Darling and Maeleena Darling's building at 704 9<sup>th</sup> Street, Benton City, WA (Benton County Tax Parcel No. 118972020043023) must be removed and replaced in order to prevent water and moisture from entering into the City's adjacent building; and

**WHEREAS**, property owners, Shawn Darling and Maeleena Darling, have given the City and its agents permission by executing the attached Pathway and Stairs Removal Agreement to enter said property to remove and replace any portion of said pathway and stairs that lies upon the above-named parcel number. 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 Pathway and Stairs Removal Agreement dated June \_\_\_\_, 2018; a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.

**ADOPTED** this 19th day of June, 2018, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 19th day of June, 2018.

Resolution 2018-18 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 19th day of June, 2018.



Linda Lehman, Mayor

Attest:



Stephanie Haug, MMC  
City Clerk/Treasurer

Approved as to Form:



Kerr Law Group  
City Attorney

## PATHWAY AND STAIRS REMOVAL AGREEMENT

**THIS PATHWAY AND STAIRS REMOVAL AGREEMENT** is made and entered into this \_\_\_\_ day of June 2018, by and between the City of Benton City, Washington, a Municipal Corporation, hereinafter referred to as "City"; and Shawn Darling and Maeleena Darling, hereinafter referred to as "Property Owners." The term City shall include the City's employees, agents, contractors, and any other individual or organization acting on behalf and under the authorization of the City.

**IN CONSIDERATION OF THE MUTUAL COVENANTS** contained herein, the parties agree as follows:

1. **Pathway and Stairs Removal.** City and Property Owners agree that the pathway and stairs between the City's building, previously utilized for City Hall facilities, located at 708 9<sup>th</sup> Street, Benton City, WA (Benton County Parcel No. 118972020043020) and Property Owners' building located at 704 9<sup>th</sup> Street, Benton City, WA (Benton County Parcel No. 118972020043023) shall be removed and replaced by the City at its sole expense, as the removal and replacement of said pathway and stairs is necessary to prevent water and moisture from entering into the City's building. Property Owners agree to give City consent to remove any and all portions of said brick and paver pathway, adjacent wooden and concrete stairs and replace removed pathway and stairs with a new concrete pathway and stairs.

2. **Permission to Enter Property.** Property Owners give permission to the City to enter the property for the purposes specified in this Agreement.

3. **Indemnification.** The City agrees to defend, indemnify and hold the Property Owners harmless, including its employees, agents, officers, and contractors against any and all claims by or on behalf of any person or entity or other governmental entity arising from activities hereunder or by virtue of this Agreement or any part hereof, or by the City entering into this Agreement. The City will further indemnify, defend and hold harmless the Property Owners, including their employees, agents, officers, and contractors against and from any and all claims arising from this Agreement, or otherwise from any cause in any way connected with this Agreement from any breach or default on the part of the City to perform pursuant to the terms of this Agreement, or arising out of any act of negligence or omission of the City, except for those damages solely as a result of the negligent acts or omissions of one or both of the Property Owners, their employees, agents, officers, or contractors.

4. **Removal.** The City shall remove the pathway and stairs identified in Section 1 and shall replace pathway and stairs with poured concrete pathway and stairs, to include a storm water drainage system.


5. **Remediation and Clean-up.** The City shall clean-up and remove all debris associated with the project identified in this Agreement and shall leave the surrounding property (with the exception of the replaced pathway and stairs) in a condition as close as possible to the condition that the property was in prior to the removal and shall remediate any damage caused to property as a result of actions taken under this Agreement.

6. **Waiver of Liability.** Property Owners agree that the City shall bear the cost of the removal of said pathway and stairs, but that the City shall bear no liability to perform any other work than is contemplated in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Pathway and Stairs Removal Agreement by and through their authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY

By:

  
Linda Lehman, Mayor  
City of Benton City, Washington

PROPERTY OWNER

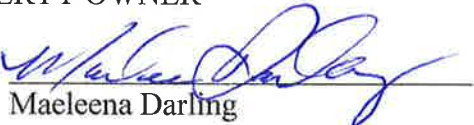
By:

  
Shawn Darling

Address: 704 9<sup>th</sup> Street  
Benton City, WA 99320

PROPERTY OWNER

By:

  
Maeleena Darling

Address: 704 9<sup>th</sup> Street  
Benton City, WA 99320