



DAYTON CITY COUNCIL

111 S. 1st Street, Dayton, WA 99328

PRELIMINARY AGENDA
REGULAR MEETING
Monday, August 14, 2017
7:00 p.m.
Craig George, Mayor

1. **CALL TO ORDER**
 - A. Roll Call
2. **CONSENT AGENDA - Action**
 - A. Approval of Voucher Warrants as audited by the Finance Committee:
 - B. Approval of Payroll Warrants: July 16-31, 2017: 44508-44549 = \$79,399.08
 - C. Confirm Mayor's authorization of consulting agreement with Utility Services Associates to perform leak detection services not to exceed \$2,991.00
3. **SPECIAL GUESTS AND PUBLIC COMMENT**
 - A. Chamber of Commerce 2nd Quarter Tourism and Promotion Report - Justin Nix, Director
 - B. Review/Discuss Columbia County Comprehensive Emergency Management Plan - Anne Higgins, Columbia County Emergency Management Representative
4. **COMMITTEE/BOARD/COMMISSION REPORTS**
 - A. Discuss options for City of Dayton Planning Services
5. **REPORTS OF CITY OFFICERS**
 - A. Project Status Reports:
 - i. S. 1st Street Reconstruction/Oak and S. 2nd Street Waterline Project - Jim Costello
 - ii. W. Main Street Sidewalk Improvement Project - Jim Costello
 - B. Report on upcoming Transportation Improvement Board Grant Applications for 2018 Chip Sealing and Overlay Projects - Jim Costello/Trina Cole
 - C. Report on 2018 Budget Timeline - Trina Cole
6. **UNFINISHED BUSINESS**
7. **NEW BUSINESS**
 - A. ACTION: Authorize Ordinance No. 1919, Authorization for the Acquisition of Personal Property and Execution of a Financing Contract and Related Documentation Relating to the Acquisition of Said Personal Property (Street Sweeper)
8. **FINAL PUBLIC COMMENT**
9. **ADJOURN**

Next Regular Meeting is August 28, 2017 at 7:00 p.m. at Dayton City Hall 111 S. 1st Street, Dayton, WA 99328.

AI No. 2 (B)

Register

Fiscal: 2017
Deposit Period: 2017 - July
Check Period: 2017 - July - July 31, 2017, 2017 - July - July 24, 2017

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	5990067340			
Check				
<u>44508</u>	Atteberry, Clinton J	7/31/2017		\$1,162.10
<u>44509</u>	Bailey, V. Delphine	7/31/2017		\$138.52
<u>44510</u>	Ball, Heather R	7/31/2017		\$938.77
<u>44511</u>	Berg, Kathleen A.	7/31/2017		\$138.52
<u>44512</u>	Bowhay, Michael H.	7/31/2017		\$1,663.43
<u>44513</u>	Broughton, Christine	7/31/2017		\$138.52
<u>44514</u>	Bryan, Neylan	7/31/2017		\$635.60
<u>44515</u>	Cole, Trina D.	7/31/2017		\$1,904.30
<u>44516</u>	Costello, Camdon P	7/31/2017		\$601.33
<u>44517</u>	Costello, James S.	7/31/2017		\$2,076.04
<u>44518</u>	Dedloff, Angelene R	7/31/2017		\$559.89
<u>44519</u>	Dowdy, Payton	7/31/2017		\$631.57
<u>44520</u>	Elkins, David J.	7/31/2017		\$1,916.50
<u>44521</u>	Fletcher, Lloyd	7/31/2017		\$1,671.24
<u>44522</u>	Fortier, Shaelyn M	7/31/2017		\$499.41
<u>44523</u>	George, Craig	7/31/2017		\$835.20
<u>44524</u>	Hays, Debra M.	7/31/2017		\$1,857.09
<u>44525</u>	Hays, Taylor A	7/31/2017		\$762.53
<u>44526</u>	Jenkins, Alex L	7/31/2017		\$549.80
<u>44527</u>	John, Rob	7/31/2017		\$1,727.09
<u>44528</u>	Johnson, Torry Ann	7/31/2017		\$692.03
<u>44529</u>	Kaczmarski, Byron	7/31/2017		\$138.52

<u>44530</u>	Moton, Donald G.	7/31/2017	\$1,546.18
<u>44531</u>	Nysoe, Dain	7/31/2017	\$138.52
<u>44532</u>	Paris, Michael	7/31/2017	\$138.52
<u>44533</u>	Rounsvile, William	7/31/2017	\$774.70
<u>44534</u>	Scharer, Karen	7/31/2017	\$1,826.75
<u>44535</u>	Scharer, Karen J	7/31/2017	\$5,463.65
<u>44536</u>	Smay, Ian	7/31/2017	\$804.87
<u>44537</u>	Souza, Marcio	7/31/2017	\$1,197.42
<u>44538</u>	Strickland, Eddie L	7/31/2017	\$1,616.49
<u>44539</u>	Sweetwood, David	7/31/2017	\$1,648.39
<u>44540</u>	Vance, Darien J	7/31/2017	\$52.77
<u>44541</u>	Weatherford, Zachary M	7/31/2017	\$138.52
<u>44542</u>	Westergreen, Connie	7/31/2017	\$1,138.68
<u>44543</u>	Wooldridge, Hayden	7/31/2017	\$227.06
<u>44544</u>	AFLAC Remittance Processing	7/31/2017	\$640.69
<u>44545</u>	Dept of Retirement Systems	7/31/2017	\$12,353.05
<u>44546</u>	Internal Revenue Service - U S Treasury	7/31/2017	\$14,006.33
<u>44547</u>	Northwest Administrators	7/31/2017	\$12,859.87
<u>44548</u>	Washington State Support Registry	7/31/2017	\$341.64
<u>44549</u>	WSCCCE	7/31/2017	\$1,246.98
			Total Check
			\$79,399.08
			Total 5990067340
			\$79,399.08

A1 n/o. 2(c)



June 27, 2017

City of Dayton
Attn: Jim Costello
111 S. 1st St.
Dayton, WA 99328

Dear Mr. Costello:

We would like to take this opportunity to thank you for your confidence in Utility Services Associates, LLC to perform a water leak detection project. We use the latest technologies available for surveying and pinpointing leaks in areas of the system as discussed. We understand that this project has been approved and the money is available

CONFIRMED SCHEDULE

This letter is to serve as confirmation of previously discussed scheduling. Our Water Loss Consultant, **Matthew Sanchez** with equipment will meet **you at 303 S. Cottonwood St. at 7:30 AM on Wednesday, July 26, 2017.** This project has been scheduled for **2 days.**

The charge for this project is:	
2 days @ \$1,215.00 per day:	\$2,430.00
Mobilization Charge:	<u>\$561.00</u>
Project Total:	\$2,991.00

In order to expedite this project and to get the most effective water line survey, it will be necessary for the City of Dayton to supply a helper at all times who can assist our Water Loss Consultant with information regarding the water system. A helper will also ensure that no areas are missed during the survey and all possible methods are utilized to locate all lines accurately.

Thank you for allowing us to serve you.

Sincerely,

Jeff Benjamin
Consultant



CONSULTING AGREEMENT

Consultant Use Only

Client Number WA12361

Database update _____

Calendar Update _____

Log Update _____

This Consulting Agreement #17262 (this "Agreement") is made and entered into between Utility Services Associates, LLC (the "Consultant") and City of Dayton, located at 111 S. 1st St., Dayton, WA 99328 (the "Client").

I. SCOPE OF SERVICES

The Consultant will provide consulting services to the Client for a Leak Detection Project, which, together with the scope of services to be provided, is described in Appendix A to this Agreement, which is attached hereto and incorporated herein by reference.

It is important to note that not all leaks create noise levels that can be detected using even the most sophisticated leak detection instrumentation. The Consultant will perform all work under this contract at the highest level of professional workmanship in its industry, however, Consultant cannot guarantee the detection of any leak. Client has read the above paragraph and understands that there is no guarantee that any leakage will be detected or pinpointed during this project. There is also no guarantee on pinpointing accuracy due to the many variables that effect pinpointing. As such, Client agrees to pay Consultant as outlined herein. _____ *JS* (initial)

Should Consultant be required to operate appurtenances (system valves, services, hydrants, etc.) Client agrees to hold Consultant harmless for any damage that may occur when they are operated as stated in Appendix A, Section II, subsection C. _____ *JS* (initial)

Client will provide detailed system information to Consultant prior to preparing a proposal of pricing. Should the system specifics differ from that provided by Client it may become necessary to change the scope of the project in a timely manner. _____ *JS* (initial)

II. INVOICING

The charges to the Client for the services provided by the Consultant of work to be completed under this Agreement will be \$2,991.00, broken down as follows:

2 days @ \$1,215.00 per day:	\$2,430.00
Mobilization Charge:	\$561.00

The cost of prevailing wage contract filings and state and local tax, when applicable, will be added to the final invoice.

Invoices will be sent when fieldwork is completed or at the end of the calendar month for projects that carry over to the next month. When work is performed within two or more calendar months invoices shall be identified as "Progress Invoice" for interim invoices and "Final Invoice" when fieldwork is complete.

In the event that less time is needed to complete the proposed footage (as per Jim Costello) and pricing is based upon time to complete (i.e. "by the day"), the Consultant will charge, and will be entitled to, the total charge stated in the preceding paragraph; provided, however, that this shall not apply if the Consultant is responsible for the reduction in time.

In the event that pricing is based on distance to be surveyed and the project is tied to a specific finish date, and it is not possible to complete the required mileage by said finish date because system specifics differ from that provided by Client, it may be necessary to modify or amend the project to a "daily" rate structure, allowing us to complete as much of the proposed work as possible, in the original amount of time allotted. In such a case, we will simply convert the rate proposed for the linear distance into a daily rate. Such changes will be in writing and amended to the contract. _____ *JS* (initial)

III. PAYMENT

The Client will make monthly progress payments based on work completed, the terms of which shall be net 30 days. If paying by check Client will mail payment to:

Utility Services Associates, LLC
19655 1st Ave. S., Suite 101
Seattle, WA 98148

If paying with a credit card, a processing fee of 5% for Visa and MasterCard and 10% for American Express will be added at the time of payment.

IV. IDENTIFICATION OF CONSULTING AGREEMENT DOCUMENTS; INTEGRATION

This Agreement includes Appendix A attached hereto, which is hereby incorporated herein by reference. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

Appendix A
To Consulting Agreement

I. SERVICES TO BE PROVIDED BY CONSULTANT

Please refer to the Procedures and Methods as outlined in the previously submitted proposal.

II. SERVICES TO BE PROVIDED BY THE CLIENT

- A. The Client will furnish, at no cost to the Consultant, a complete set of maps and line data on the water distribution system to be surveyed, showing line size, type, and location of mains, valves, and fire hydrants. Consultant shall be entitled to rely on the accuracy and completeness of the information furnished to Consultant and shall be under no duty or obligation to verify the accuracy or completeness thereof, or to notify Client of any errors or omissions contained therein.
- B. The Client will make the water system valves, valve boxes, customer service stops, and boxes accessible by hand, operating key or probe and, if necessary, assist in field locating of all pipelines within the designated service area.
- C. The Client shall provide a qualified helper to locate and operate valves, services, hydrants, etc. when requested by Consultant, and generally provide information to assist the Consultant when requested by Consultant. In the event that client fails to provide a qualified helper and valves, services and hydrants need to be operated to perform the services described in this agreement, Client agrees to hold Consultant harmless for any damage that may occur when system valves, services, hydrants, etc are operated.

This qualified helper will assist with necessary equipment (flags, traffic cones, etc.) as required to meet local, state, and federal regulations in controlling vehicular traffic for man and equipment safety.

- D. Upon request of Consultant, Client shall provide additional access points on the water system as may be required on an occasional basis by the Consultant in order to effectively complete the survey when normal contact points are not available within a reasonable distance for correlation.

III. RELATIONSHIP OF THE PARTIES

The parties intend that the Consultant, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. The Consultant shall be free to contract for similar services to be performed for others while the Consultant is under contract with the Client. The Consultant is not to be considered an agent or employee of the Client and is not entitled to participate in any pension plans, workers' compensation insurance, or similar benefits that the Client provides for its employees.

IV. MODIFICATION; WAIVER

This agreement may not be modified, altered or amended except by a subsequent written instrument executed by both parties hereto. No waiver of any provision of this Agreement shall be binding unless evidenced by a subsequent written instrument executed by the party against whom such waiver is sought to be charged.

V. PROJECT DATA AND DOCUMENTS

The Consultant shall be entitled to rely upon the accuracy of all data furnished by the Client to the Consultant, which is or may be used by the Consultant in the provision of services under this Agreement. The Consultant has the right to retain and use all data furnished to it, and all plans, designs, specifications and other work product created by the Consultant during its provision of service under this Agreement

VI. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the liability of the Consultant for claims arising hereunder or for services performed or materials furnished under this Agreement shall be limited to the amount of compensation paid by Client to Consultant under this Consulting Agreement, and any addenda, modifications or supplements thereto.

VII. INDEMNIFICATION

Client shall indemnify Consultant and its directors, officers, employees, agents, subsidiaries and other affiliates for, and hold each of them harmless from and against, any and all Losses arising from or in connection with (i) the breach of any covenant or agreement of Client contained in this Agreement, or (ii) any wrongful or negligent act or omission of Client related to the performance of its obligations under this Agreement.

Consultant shall indemnify Client and its directors, officers, employees, agents, subsidiaries and other affiliates for, and hold each of them harmless from and against, any and all Losses arising from or in connection with (i) the breach of any covenant or agreement of Consultant contained in this Agreement, or (ii) any wrongful or negligent act or omission of Consultant related to the performance of its obligations under this Agreement.

For purposes hereof, "Losses" shall mean all fees, costs, damages, judgments, penalties and expenses incurred by either party, including reasonable attorneys' fees and expenses, in connection with the investigation, prosecution or defense of any claim, arising from or to an act or omission for which indemnity is granted herein, or in connection with the enforcement of the obligation to indemnify contained in this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other or to any third party for consequential, special, punitive, indirect or exemplary damages in any action, proceeding or dispute arising out of or relating to the Agreement or the performance or non-performance by either party under the Agreement.

VIII. TERMINATION OF AGREEMENT

Either the Consultant or the Client may terminate this Agreement upon thirty (30) days written notice to the other sent to the addresses listed on the first page of this Agreement. In the event that Client terminates this Agreement, the Client specifically agrees to pay the Consultant for all services rendered and costs incurred or for which commitment theretofore has been made by Consultant through the termination date.

IX. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL; GOVERNING LAW

- A. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three (3) business days from receipt with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then the parties will meet at a mutually agreeable time and place within seven (7) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be submitted to mediation in accordance with subsection (B) below.

- B. Except as provided herein, no civil action with respect to any dispute, claim or controversy arising out of or relating to this

Client and Consultant are further identified as follows:

CLIENT

City of Dayton
111 S. 1st St.
Dayton, WA 99328

CONSULTANT

Utility Services Associates, LLC
19655 1st Ave. S., Suite 101
Seattle, WA 98148


The undersigned has the authority to commit CLIENT and CONSULTANT to the project as identified in these documents. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT (please print or type name)

Date: 7/25/2017

Name: CRAIG GEORGE

Title: MAYOR

Signature: 

CONSULTANT

Date: 6/27/2017

Name: Rob Meston

Title: President

Signature: 

Facsimile signatures shall be sufficient unless originals are required by a third party. If original signature is not on file with the Consultant, please follow with original signature on this document by mail.

Dayton Chamber of Commerce Quarterly Report 2nd Quarter 2017

In accordance with our contract to provide tourism promotion services for the City of Dayton, below is the Dayton Chamber of Commerce report on activities and expenditures.



Tourism Tracking and Indicators

	2nd QTR 2017
General Assistance Inquiries	74
Tourism/Commerce Inquiries	62 (VC - 62) (Depot - TBD)
Relocation Inquiries	14
Relocation Packages Sent	14
Facebook "Likes"	1,592 to 1,919 = + 20.5%
Instagram Followers	117 to 511 = + 437%
Website Hits April 1. to June. 31	6,642 (74 % new visitors)

Origin of Visitors Assisted at Chamber Visitor Center

Contiguous US: WA, OR, ID

Foreign Countries: 1

Marketing & Promotions

Advertising and Promotions

- Continued General Marketing and Events Campaign for Dayton on NWPR.
 - State-wide spots, featuring Mule Mania and All Wheels Weekend, post event, changing to promote our historical museums, businesses, and hotels.
 - Promoted Dayton events on
 - Radio= Capps Broadcasting, Alexandria Communications, Town Square Media, NPR
 - Print= The Waitsburg Times, The Dayton Chronicle, East Oregonian, Lewiston Tribune, Walla Walla UB, Nickle Saver, Yakima Herald, Entertainer Magazine, Cruzin Magazine
 - Digital Media= Facebook
 - Direct Mail= 20 independent car clubs across WA, OR, and ID
- Promoted Mother's Day specials & July 4th

- Coordinated getting every participating business' promotion
 - Featured page on website homepage
 - Boosted Facebook posts to outside markets
 - E-blasts
- New Visitor Guide
 - The Visitors Guide is a huge success with other Chambers from outside areas asking how to build one for their communities.

Social Media

Facebook Posts

- Boosted Facebook posts to outside markets targeting northern Oregon, Western Idaho, and all of Washington
- One post gained over 19,000 views without being boosted

Instagram

Started using the page and gained attraction by local Photographers Nick Page and David Frame, whom both have agreed to let the Chamber to use their photography at no charge to promote Dayton.

- Web campaign
 - Retargeting Ads still in place with marketing towards recreation and RVers.

Events:

- **Mule Mania**
 - **Dayton Days Parade**
10 more entries into the Parade than last year.
 - **All Wheels Weekend**
 - Facebook boosted post gained 12,000 views and 400 "attend" actions
 - All Wheels Weekend/ Dayton was searched on the internet 1,752 times from April through June.
- www.allwheelweekend.com gained from these stats from April through June:
- 3,533 Unique visitors and a total of 10.1 thousand page views.
 - 43% from search engines
 - 25% Direct entering of the URL
 - 16% social media links
 - 16% referral links from other websites
 - 1% email links

Upcoming Chamber Related Events in the next quarter

The Chamber will not be hosting these events, but working as an advertising channel for these events.

July 4th

Alumni Weekend: July 14-16

Swim the Snake: Aug 12

Columbia County Fair: Sept 8-10

Other Projects and Developments

- Cup of Joe program – Is now co-hosted with the Port of Columbia. The 3rd Wednesday morning of each month. The last CoJ was featuring County Commissioner Norm Passmore talking about the state of the County.
- The Chamber is working on the installation of an East End Welcome Sign mirroring the one on the West End. Final completion should be soon.

General Breakdown of Expenditures

** The Chamber invoiced the City for \$ 52,708.02 of available Lodging Tax Funds for the 2nd Quarter. The figure is a result of the formula as agreed upon in the Chamber's contract with the City. The Chamber's total, **actual** expenses in the areas specified in the contract are listed below.

Advertising/Promotions/ Event Services	-- \$31619.60
Business & Visitor Center Rent & Utilities	-- \$2826.37
• Chamber quarterly rent = \$1,245	
Health Insurance	-- \$1,200.00
Memberships & Conferences	-- \$0
Office Supplies	-- \$1560.21
Postage	-- \$0
Communication	-- \$440.53
Travel	-- \$0

Event Coordinator Wages	-- \$5521.14
All other Wages	-- \$3795.74
Payroll Taxes	-- \$6143.43
Total Expenses:	\$53110.02

AI No. 5(B)

The City will make application for grant funding through the Transportation Improvement Board 2018 Pavement Preservation Program. Applications are due August 25, 2017.

After thorough discussions with the Mayor, city's engineer and staff, it was determined that the following streets, dependent upon matching funds availability, should be included in the application for improvements:

Chip Seal Areas:

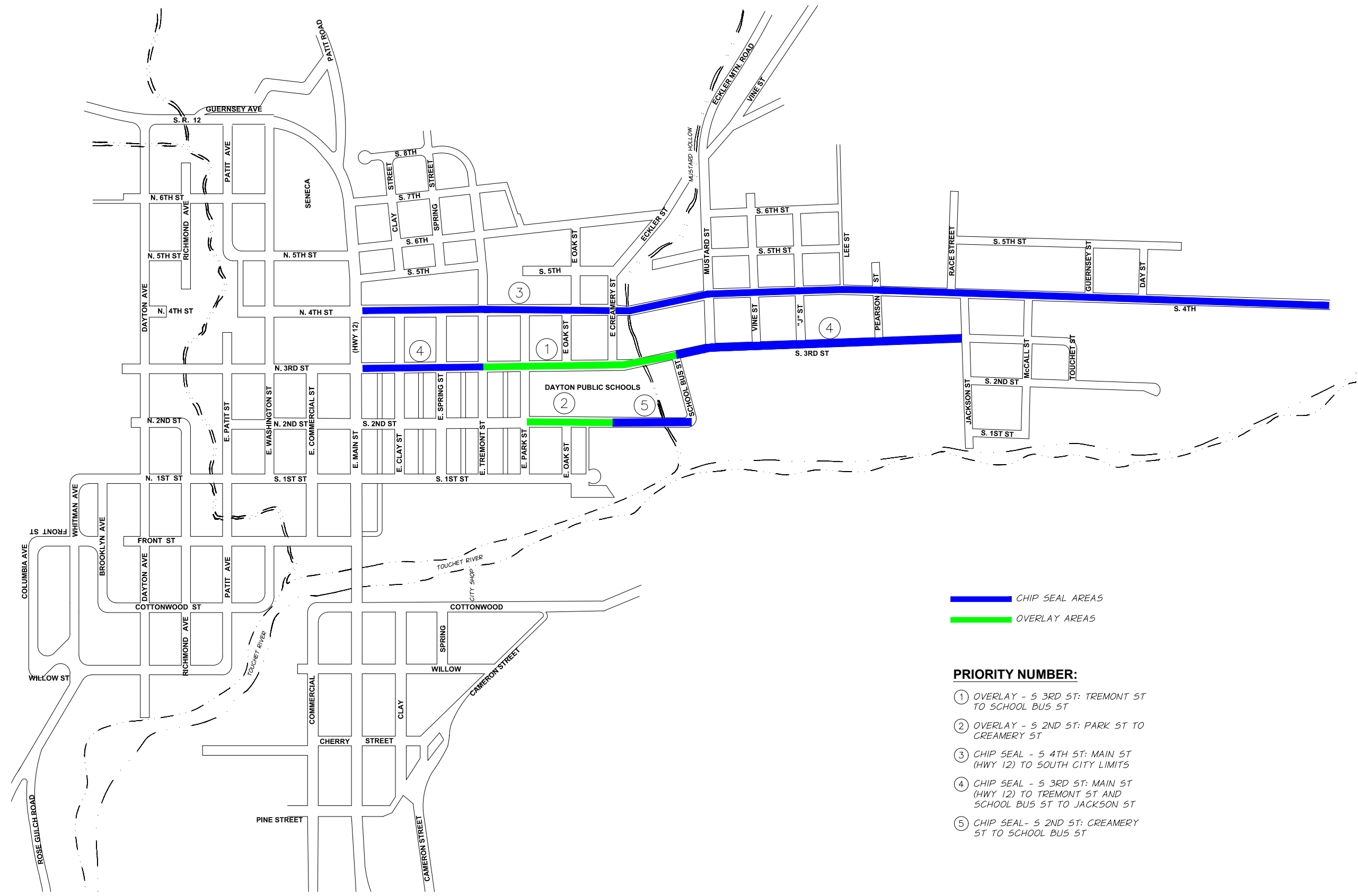
- S. 4th St. – Main St. to City limits
- S. 3rd St. – Main St. to Tremont St.
- S. 3rd St. – School Bus Lane to Jackson St.
- S. 2nd St. – Creamery St. (approximately) to School Bus Lane

Overlay Areas:

- S. 2nd Street – Park St. to Creamery St. (approximately)
- S. 3rd Street – E. Tremont St. to School Bus Lane

Chip seals will be completed per WSDOT specifications. The City is working with Columbia County Commissioner Jackson in an effort to capitalize on potential economies of scale by means of the County performing the chip sealing work. The City would be responsible for prepping the chip seal areas such as crack sealing and pavement repairs and striping of the streets following the completion of the project.

Overlays would be performed by a contractor.



 CHIP SEAL AREAS
 OVERLAY AREAS

- PRIORITY NUMBER:**
- ① OVERLAY - S 3RD ST: TREMONT ST TO SCHOOL BUS ST
 - ② OVERLAY - S 2ND ST: PARK ST TO CREAMERY ST
 - ③ CHIP SEAL - S 4TH ST: MAIN ST (HWY 12) TO SOUTH CITY LIMITS
 - ④ CHIP SEAL - S 3RD ST: MAIN ST (HWY 12) TO TREMONT ST AND SCHOOL BUS ST TO JACKSON ST
 - ⑤ CHIP SEAL - S 2ND ST: CREAMERY ST TO SCHOOL BUS ST

	<p>CITY OF DAYTON, WASHINGTON</p> <p>2018 PAVEMENT PRESERVATION PROJECTS</p>	<p>FIGURE 1</p>
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2018 Budget Schedule

Call to budget to department heads	July 20, 2017
Council Committee Budget Meetings	August 17, 2017
Mayor communicate budget objectives to City staff	August 21 - 22, 2017
Department Heads submit budgets to City Clerk	September 5, 2017
Clerk finalizes Estimates and Projections	September 6 - 26, 2017
Meet with Finance Committee to discuss the preliminary 2018 Budget	September 28, 2017: 9:00 a.m.
*Budget Workshop - Discuss 2018 Preliminary Budget	TBD
2018 Preliminary Budget Available to the Council and Public	October 2, 2017
Revenue Sources/Property Taxes Public Hearing	October 11, 2017
Preliminary Budget Public Hearing	October 11, 2017
Consideration of 2018 Property Tax Ordinance/Resolution	October 11, 2017
Public Hearing on the 2018 Final Budget	November 8, 2017
Final Public Hearing on 2018 Final Budget	December 6, 2017
Consideration of an Ordinance Adopting the 2018 Budget	December 6, 2017

ORDINANCE NO. 1919

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, AUTHORIZATION FOR THE ACQUISITION OF PERSONAL
PROPERTY AND EXECUTION OF A FINANCING CONTRACT AND RELATED
DOCUMENTATION RELATING TO THE ACQUISITION OF SAID PERSONAL
PROPERTY.**

WHEREAS, the City of Dayton (the “Local Agency”) has executed a Notice of Intent to the Office of State Treasurer, in the form of Exhibit A (the “NOI”) to the form of Local Agency Financing Contract attached hereto (the “Local Agency Financing Contract”), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of CH 39.94 RCW; and

WHEREAS, it is deemed necessary and advisable by the Mayor, Public Works Director and City Clerk-Treasurer of the Local Agency that the Local Agency acquire the equipment and/or personal property identified in the NOI (the “Property”); and

WHEREAS, it is deemed necessary and advisable by the Mayor, Public Works Director and City Clerk-Treasurer of the Local Agency that the Local Agency enter into the Local Agency Financing Contract with the Office of the State Treasurer in an amount not to exceed \$86,792, plus related financing costs, in order to acquire the Property and finance the acquisition of the Property;

WHEREAS, the Local Agency will undertake to acquire the Property on behalf of and as agent of the Washington Finance Officers Association (the “Corporation”) pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individuals set forth in Exhibit C to the form of Local Agency Financing Contract as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (each an “Authorized Agency Representative”);

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DAYTON AS FOLLOWS:

Section 1. The individuals holding the offices or positions set forth in Exhibit C to the form of Local Agency Financing Contract are each hereby appointed as a representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. One (1) Authorized Agency Representative shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Financing Contract attached hereto is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and

deliver the Local Agency Financing Contract, in an amount not to exceed \$86,792, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representative(s), for the acquisition of the Property and financing of the acquisition of the Property.

Section 3. The Local Agency hereby authorizes the acquisition of the Property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

Section 4. The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the Property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

Section 5. EFFECTIVE DATE. A summary thereof of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force September 1, 2017.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF DAYTON, WASHINGTON, AT A REGULAR MEETING THIS _____ DAY OF _____, 2017.

City of Dayton

By: Craig George, Mayor

Attested By:

By: Trina Cole, City Clerk-Treasurer

Approved as to form:
Menke Jackson Berry, LLP

By: Quinn Plant, City Attorney

Attachment
Notice of Intent to the Office of State Treasurer
Form Of Local Agency Financing Contract

ORDINANCE SUMMARY BY TITLE ONLY FOR PUBLICATION PURPOSES
ORDINANCE NO. 1919

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZATION FOR THE ACQUISITION OF PERSONAL PROPERTY AND EXECUTION OF A FINANCING CONTRACT AND RELATED DOCUMENTATION RELATING TO THE ACQUISITION OF SAID PERSONAL PROPERTY.

The full text of Ordinance 1919 adopted the 14th day of August, 2017 is available for examination at the City Clerk's Office, 111 S. 1st St., Dayton, WA during normal business hours, Monday – Thursday, 8:00 a.m. to 4:00 p.m. Full text of the Ordinance shall be mailed upon request.

By: /s/ Craig George, Mayor

Attest: /s/ Trina Cole, City Clerk-Treasurer

Approved as to form: /s/ Quinn Plant, City Attorney

Published:

Dayton Chronicle

08/24/2017

Transaction No. _____

LOCAL AGENCY FINANCING CONTRACT, SERIES #1#
(Personal Property)

by and between the

STATE OF WASHINGTON

and

City of Dayton,
a municipal corporation of the State of Washing
("Local Agency")

Relating to
\$86,792
State of Washington
Certificates of Participation, Series 2017B

Dated as of _____, 20__

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS; CONSTRUCTION; MISCELLANEOUS PROVISIONS; SUPPLEMENTS.....	2
Section 1.1 Definitions, Construction, Miscellaneous Provisions, Supplements	2
Section 1.2 Notice of Intent, Personal Property Certificate and Certificate Designating Authorized Local Agency Representative.....	2
Section 1.3 Performance by Representatives.....	2
Section 1.4 Installment Sale and Purchase of Property	2
Section 1.5 Agency Installment Payments.....	2
Section 1.6 Term.....	3
ARTICLE II SALE AND PURCHASE OF PROPERTY	3
Section 2.1 Local Agency Financing Contract Consolidated with Master Financing Contract.....	3
Section 2.2 Appointment as Agent; Acquisition of Property; Revision and Substitution of Property	3
Section 2.3 Title to the Property	4
Section 2.4 Security Interests.....	5
Section 2.5 Disclaimer of Warranties	5
ARTICLE III AGENCY INSTALLMENT PAYMENTS; CONDITIONAL PAYMENT BY STATE; FULL FAITH AND CREDIT OBLIGATION	6
Section 3.1 Agency Installment Payments.....	6
Section 3.2 Sources of Payment of Agency Installment Payments	6
Section 3.3 No Set-Off.....	7
Section 3.4 Assignments by the Corporation.....	7
ARTICLE IV OPTIONAL PREPAYMENT OF AGENCY INSTALLMENT PAYMENTS	8
Section 4.1 Optional Prepayment	8
Section 4.2 Revision of Agency Installment Payments upon Optional Prepayment	8
Section 4.3 Discharge of Local Agency Financing Contract.....	8
ARTICLE V REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS.....	9
Section 5.1 Representations and Warranties of the Local Agency	9
Section 5.2 Covenants and Agreements of the Local Agency.....	10
ARTICLE VI EVENTS OF DEFAULT; REMEDIES.....	14
Section 6.1 Agency Event of Default	14
Section 6.2 Rights of State Upon Agency Event of Default.....	15
Section 6.3 No Remedy Exclusive; Non-Waiver	15

ARTICLE VII MISCELLANEOUS PROVISIONS 16
 Section 7.1 Indemnification of State and the Corporation..... 16
 Section 7.2 Third Party Beneficiaries 16
 Section 7.3 Notices to Agency..... 17

- Exhibit A – Notice of Intent
- Exhibit B – Personal Property Certificate
- Exhibit C – Certificate Designating Authorized Agency Representatives
- Exhibit D – Schedule of Agency Installment Payments

**LOCAL AGENCY FINANCING CONTRACT, SERIES #1#
(Personal Property)**

This Local Agency Financing Contract, Series 2017B (the “Local Agency Financing Contract”), is entered into by and between the state of Washington (the “State”), acting by and through the State Treasurer (the “State Treasurer”), and **City of Dayton**, a **municipal corporaton** of the State (the “Local Agency”).

RECITALS

The Parties are entering into this Local Agency Financing Contract based upon the following facts and expectations:

1. Chapter 39.94 RCW (the “Act”) authorizes the State to enter into financing contracts for itself, including for state agencies, departments or instrumentalities, the state board for community and technical colleges, and any state institution of higher education (defined in Appendix 1 as “State Agencies”), for the use and purchase of real and personal property by the State; and

2. the Act also authorizes the State to enter into financing contracts on behalf of certain “other agencies” (defined in Appendix 1 as “Local Agencies”), including the Local Agency, for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

3. the Act authorizes the State Finance Committee to consolidate existing or potential financing contracts into master financing contracts with respect to property acquired by one or more State Agencies or Local Agencies (together, “Agencies”); and

4. Chapter 43.33 RCW provides that the State Treasurer shall act as chair of the State Finance Committee and provide administrative assistance for the State Finance Committee, and the State Treasurer on behalf of the State Finance Committee has established a consolidated program for the execution and delivery of certificates of participation in master financing contracts in series from time to time in order to provide financing or refinancing for the costs of acquisition of such real and personal property by Agencies; and

5. The State Finance Committee has approved the form of this Local Agency Financing Contract by Resolution No. ____ adopted on _____, 20__; and

6. Simultaneously with the execution and delivery of this Local Agency Financing Contract, the State is entering into a Master Financing Contract, Series 2017B , dated as of the Dated Date (the “Master Financing Contract”) with the Washington Finance Officers Association (the “Corporation”), a Washington nonprofit corporation, to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

7. The Local Agency has determined that it is necessary and desirable to enter into this Local Agency Financing Contract, in conjunction with the State’s entry into the Master

Financing Contract, to obtain financing or refinancing for the costs of acquisition of certain items of personal property described in Exhibit B (the "Property"), by the Local Agency;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

ARTICLE I
DEFINITIONS; CONSTRUCTION; MISCELLANEOUS PROVISIONS; SUPPLEMENTS

Section 1.1 Definitions, Construction, Miscellaneous Provisions, Supplements. Appendix 1 is incorporated as part of this Local Agency Financing Contract by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Local Agency Financing Contract; (ii) certain rules for interpreting this Local Agency Financing Contract; (iii) miscellaneous technical provisions that apply to this Local Agency Financing Contract; and (iv) rules on how this Local Agency Financing Contract may be amended or supplemented.

Section 1.2 Notice of Intent, Personal Property Certificate and Certificate Designating Authorized Local Agency Representative. Exhibits A, B, C and D to this Local Agency Financing Contract are incorporated as part of this Local Agency Financing Contract by this reference. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C. That Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on that Certificate is sufficient to bind the Local Agency under this Local Agency Financing Contract with respect to any of the undertakings contemplated herein.

Section 1.3 Performance by Representatives. Any authority granted or duty imposed upon the State hereunder may be undertaken and performed by the State Treasurer or the Treasurer Representative. Any authority or duty imposed upon the Local Agency hereunder may be undertaken and performed by the Authorized Agency Representative.

Section 1.4 Installment Sale and Purchase of Property. The State agrees to sell to the Local Agency, and the Local Agency agrees to purchase from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits from the Property, subject to the security interest granted pursuant to Section 2.4.

Section 1.5 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Local Agency Financing Contract, the Local Agency promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D, consisting of an Agency Principal Component and/or an Agency Interest Component as set forth

in Exhibit D; and (b) all Additional Costs incurred by the State in connection with the sale of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series #1# Agreements, within 30 days following receipt of an invoice from the State that includes (i) a brief description of each Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.6 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 hereof.

ARTICLE II SALE AND PURCHASE OF PROPERTY

Section 2.1 Local Agency Financing Contract Consolidated with Master Financing Contract. The Local Agency acknowledges that the State Treasurer, acting on behalf of the State Finance Committee, has consolidated this Local Agency Financing Contract with the Master Financing Contract pursuant to RCW 39.94.030(1)(a).

Section 2.2 Appointment as Agent; Acquisition of Property; Revision and Substitution of Property.

(a) *Appointment as Agent*. The Local Agency accepts its appointment in the Master Financing Contract as agent of the Corporation in connection with the acquisition of the Property, and acknowledges that such appointment is irrevocable and shall not be terminated by any act of the Local Agency, the State Treasurer or otherwise.

(b) *Acquisition of Property*. The Local Agency agrees that (i) it has caused or will cause the Property to be acquired, as agent for the Corporation, with all reasonable dispatch; (ii) it will negotiate or call for bids for the purchase of the Property in accordance with the requirements and limitations, if any, imposed by State or local law with respect to the purchase of such Property by such Local Agency; (iii) it will make, execute, acknowledge and deliver any contracts, agreements, orders, receipts, documents, writings or instructions with or to any Person and do all other things that may be necessary or desirable to acquire the Property; and (iv) it will pay or cause to be paid the Costs of Acquisition of the Property from funds available to it pursuant to this Local Agency Financing Contract and the Master Financing Contract. The Local Agency shall file requisitions with the State Treasurer for the Acquisition Costs of the Property or reimbursement therefor in such form as the State Treasurer shall reasonably require. Neither the Corporation nor the State shall have any responsibility, liability or obligation with respect to the selection or procurement of any of the Property.

(c) *Revision and Substitution of Property*. The Local Agency, with the prior written consent of the State Treasurer, may revise any item of Property to be financed or refinanced and acquired pursuant hereto, or the description thereof; *provided*, that (i) such item of Property as so revised shall satisfy the requirements under this Local Agency Financing Contract and the Master Financing Contract with respect to the substitution of Property previously acquired; (ii) the Costs of Acquisition of such item of Property shall not be materially reduced thereby; and

(iii) any such revision shall not relieve the Local Agency of its obligation to acquire the Property in accordance herewith and with the Master Financing Contract.

After acquisition of an item of Property, the Local Agency, with the prior written consent of the State Treasurer as agent for the Corporation, may substitute for an item of Property acquired pursuant to this Local Agency Financing Contract other personal property by filing with the State Treasurer a certificate of the Local Agency stating that such substitute Property (i) has a remaining useful life equal to or greater than the Property for which it is being substituted; (ii) has a fair market value equal to or greater than the fair market value of the item of Property for which it is being substituted; (iii) is free and clear of all liens and encumbrances except a first priority security interest in favor of the Corporation under the Master Financing Contract; (iv) is essential to the Local Agency's ability to carry out its governmental functions and responsibilities; and (v) is expected to be used by such Local Agency for the term of this Local Agency Financing Contract. The State Treasurer's consent to any such substitution as agent for the Corporation will be conditioned upon receipt by the State Treasurer of an Opinion of Counsel to the effect that such substitution will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code. The State Treasurer also may require the Local Agency to reimburse the State Treasurer for all costs incurred, if any, to obtain such Opinion of Counsel.

(d) *Payment for Property if Acquisition Fund Not Sufficient.* If money in the Acquisition Fund allocable to the Local Agency is not sufficient to pay the Acquisition Costs of the Property in full, the Local Agency shall cause the Acquisition Costs of such Property in excess of the allocable amount in the Acquisition Fund to be paid from other money of such Local Agency. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund makes any representation or warranty, either express or implied, that the money which will be deposited into the Acquisition Fund allocable to the Local Agency will be sufficient to pay the Acquisition Costs of the Property. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund shall have any obligation or liability for the payment of the Acquisition Costs of the Property other than from the proceeds of the Certificates and any other amounts that may be provided by the Local Agency. If the Local Agency shall pay or cause the payment of any Acquisition Costs in excess of the allocable amounts in the Acquisition Fund available for such purpose from other funds, the Local Agency shall not be entitled to any reimbursement from the Corporation or the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund for such payments, nor shall the Local Agency be entitled to any diminution, reduction, abatement, postponement, counterclaim, defense or set-off of the Agency Installment Payments, Additional Costs or other amounts otherwise required to be paid hereunder.

Section 2.3 Title to the Property. All right, title and interest in and to the Property shall transfer to and be vested in the Local Agency from the State without any further action by the Local Agency or the State immediately upon the acquisition thereof by the Local Agency as agent for the Corporation or reimbursement to the Local Agency for the Acquisition Costs thereof; provided, that the State and the Local Agency shall take such action and execute such documents (including without limitation bills of sale and other title documents) as may be

deemed necessary or desirable by the State or the Local Agency to evidence and confirm such transfer of title pursuant to this Local Agency Financing Contract.

The State assigns to the Local Agency during the term hereof, for so long as no Agency Event of Default, Event of Default or other event permitting termination of this Local Agency Financing Contract has occurred and is continuing hereunder, all representations, warranties and guaranties, if any, express or implied, with respect to the Property from the manufacturers, suppliers and vendors thereof, subject, however, to a reservation by the State and the Corporation of a right to independently enforce such warranties and guaranties.

Title to any and all additions, modifications, improvements, repairs or replacements to the Property shall be vested in the Local Agency, subject to the security interest of the Corporation until payment of all amounts due and owing with respect to such Property under this Local Agency Financing Contract.

Any Property constituting a motor vehicle subject to registration with the State Department of Licensing shall be registered with the Local Agency as the registered and legal owner thereof.

Section 2.4 Security Interests.

(a) *State Security Interest.* In order to secure the payment and performance by the State of its obligations under the Master Financing Contract, the State has granted to the Corporation a lien on and security interest in all right, title and interest of the State, whether now owned or hereafter acquired, in and to the Property and this Local Agency Financing Contract, including without limitation the Agency Installment Payments and all proceeds thereof. The Local Agency agrees to such grant and that its right, title and interest in and to the Property is subject to such first priority lien and security interest.

(b) *Local Agency Security Interest.* In order to secure the payment and performance by the Local Agency of its obligations under this Local Agency Financing Contract, the Local Agency grants to the Corporation a lien on and security interest in all right, title and interest of the Local Agency, whether now owned or hereafter acquired, in and to the Property. Accordingly, this Local Agency Financing Contract constitutes a security agreement. The Local Agency acknowledges and agrees that each provision of this Local Agency Financing Contract is also a provision of the security agreement.

If required by the Corporation, the Local Agency will execute and deliver to the Trustee such security agreements, financing statements and/or other instruments covering the Property and all accessions thereto.

Section 2.5 Disclaimer of Warranties. The Local Agency acknowledges and agrees that the Property is of a nature, size, design and capacity selected by the Local Agency pursuant to its own specifications, and not by the State or the Corporation, and that neither the State nor the Corporation is a manufacturer, supplier or a vendor of such Property.

The Corporation makes no warranty or representation, either express or implied, and assumes no responsibility, liability or obligation, as to the value, design, condition,

merchantability or fitness for a particular purpose or fitness for use of the Property, or as to the title thereto, or for the enforcement of the manufacturers', suppliers' or vendors' representations or warranties or guaranties, or any other representation or warranty with respect to the Property. In no event shall the Corporation be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Local Agency Financing Contract or the use by the Local Agency of the Property.

ARTICLE III
AGENCY INSTALLMENT PAYMENTS; CONDITIONAL PAYMENT BY STATE;
FULL FAITH AND CREDIT OBLIGATION

Section 3.1 Agency Installment Payments. Each Agency Installment Payment shall consist of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D to this Local Agency Financing Contract. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Local Agency absent manifest error. Each Agency Installment Payment shall be paid to or upon the order of the State Treasurer by electronic funds transfer (or by other means acceptable to the State Treasurer) in lawful money of the United States of America at such place as the State Treasurer shall direct in writing not less than 10 Business Days prior to the Agency Installment Payment Date. Payments of Additional Costs shall be made to or upon the order of the State Treasurer. Each Agency Installment Payment shall be applied first to the Agency Interest Component, and then to the Agency Principal Component.

Section 3.2 Sources of Payment of Agency Installment Payments.

(a) *Local Agency Financing Contract.* The Local Agency acknowledges and agrees that the State is acquiring the Property from the Corporation for and on behalf of the Local Agency. Concurrently with the execution hereof, the State shall execute and deliver the Master Financing Contract pursuant to which the State agrees to make Installment Payments for the acquisition of the Property for and on behalf of the Local Agency, at such times and in such amounts as provided therein, which will be sufficient in the aggregate to pay the Purchase Price of the Property to be acquired by the State for and on behalf of the Local Agency, and interest thereon. The Local Agency pledges its full faith and credit to make the Agency Installment Payments that are required to be paid under this Local Agency Financing Contract.

Installment Payments allocable to the Purchase Price of the Local Agency Property and interest thereon shall be payable by the State solely from Agency Installment Payments to be made by the respective Local Agencies, including the Local Agency, except as otherwise provided in Sections 3.2(c) and 3.2(d) of the Master Financing Contract and Sections 3.2(b) and 3.2(c) of this Local Agency Financing Contract.

(b) *Intercept of Local Agency Share of State Revenues.* In the event that the Local Agency fails to make any payment due under this Local Agency Financing Contract, pursuant to RCW 39.94.030(1), the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency; but (i) only if the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State

law, and (ii) only to the extent the Local Agency is otherwise entitled to receive such share of State revenues or other amounts. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer pursuant to this Section 3.2(b) shall be applied to make any such payment due under this Local Agency Financing Contract on behalf of the Local Agency, or to reimburse the State for any such payment made pursuant to Section 3.2(c). The Local Agency authorizes, approves and consents to any such withholding.

(c) *Conditional Payment of Local Agency Installment Payments.* Upon the failure of the Local Agency to make any Agency Installment Payment at such time and in such amount as required pursuant to this Local Agency Financing Contract, the State shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Installment Payment Fund (established under the Master Financing Contract) on behalf of such Local Agency within 15 Business Days after such Agency Installment Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than 10 Business Days after such Agency Installment Payment Date, together with interest thereon at a rate equal to the State Reimbursement Rate. Anything herein to the contrary notwithstanding, failure of the Local Agency to reimburse the State for any such payment shall not constitute an Agency Event of Default, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable, including, but not limited to, actions for specific performance, injunction and/or the recovery of damages.

(d) *Payments by Local Agency Treasurer.* The treasurer of the Local Agency shall establish and/or maintain a special fund in the “bonds payable” category of accounts of the Local Agency for the purposes of paying the Local Agency’s Agency Installment Payments and Additional Costs. The treasurer of the Local Agency shall remit each Agency Installment Payment to the State on each Agency Installment Payment Date and any Additional Costs when due hereunder from any legally available funds of the Local Agency.

Section 3.3 No Set-Off. The obligation of the Local Agency to make Agency Installment Payments from the sources set forth herein and to perform its other obligations hereunder shall be absolute and unconditional. The Local Agency shall make Agency Installment Payments as and when the same shall become due without diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against or among the State, the Corporation, the Trustee, any Agency, and/or any other Person, or for any other reason; *provided*, that nothing in this Section 3.3 shall be construed to release or excuse the State from the observance or performance of its obligations hereunder.

Section 3.4 Assignments by the Corporation. The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of this Local Agency Financing Contract, the Corporation will unconditionally assign to the Trustee pursuant to the Master Assignment, without recourse, (i) all of its rights to receive the Installment Payments under the Master Financing Contract, (ii) all of its remaining right, title and interest in, to and under the Master Financing Contract and this Local Agency Financing Contract, and in and to the Property (including any security interest therein), in consideration for the payment by the Trustee to the

State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates. The State and the Corporation have acknowledged and agreed that such assignment by the Corporation is intended to be a true sale of the Corporation's right, title and interest, and that upon such assignment the Corporation shall cease to have any rights or obligations under the Master Financing Contract or with respect to the Property, and the Trustee shall thereafter have all the rights and obligations of the Corporation under the Master Financing Contract as if the Trustee had been the original party thereto. Except where the context otherwise requires, every reference in the Master Financing Contract and this Local Agency Financing Contract to the Corporation shall be deemed to be a reference to the Trustee in its capacity as assignee of the Corporation.

ARTICLE IV
OPTIONAL PREPAYMENT OF AGENCY
INSTALLMENT PAYMENTS

Section 4.1 Optional Prepayment.

(a) The Local Agency may, at its option and upon approval of the State Treasurer, prepay its Agency Installment Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State to provide for the payment or defeasance of the portion of its Installment Payments corresponding thereto in accordance with Section 4.1(a) or 4.1(b), respectively, of the Master Financing Contract, and to pay any Additional Costs in connection therewith.

(b) The Local Agency shall provide the State Treasurer with not less than 60 days' prior written notice of its intention to prepay any of its Agency Installment Payments, which notice shall specify the date of the date of such prepayment, and the amount and the Agency Installment Payment Dates of the Agency Installment Payments to be prepaid. The State Treasurer shall notify the Local Agency within 15 Business Days after receipt of such notice from the Local Agency as to the amount required to be paid in connection with such prepayment or provision for payment of the corresponding Installment Payments, including any Additional Costs in connection therewith. The determination by the State Treasurer of the amount to be paid by the Local Agency shall be binding and conclusive against such Local Agency, absent manifest error.

Section 4.2 Revision of Agency Installment Payments upon Optional Prepayment. The Agency Principal Component and Agency Interest Component of the Agency Installment Payment due on each Agency Installment Payment Date on and after the date of any prepayment pursuant to Section 4.1, as set forth in Exhibit D, shall be reduced by the State Treasurer to reflect such prepayment, in such amounts and on such Agency Installment Payment Dates as the Local Agency shall elect in its written notice to the State Treasurer, pursuant to Section 4.1(b).

Section 4.3 Discharge of Local Agency Financing Contract. All right, title and interest of the State and all obligations of the Local Agency under this Local Agency Financing Contract shall terminate and be completely discharged and satisfied (except for the right of the State and the Corporation and the obligation of the Local Agency to have the money and

Government Obligations set aside applied pursuant to Section 4.3(b) to make the remaining Agency Installment Payments) when either:

(a) all Agency Installment Payments and all Additional Costs and other amounts due hereunder have been paid in accordance herewith; or

(b) (i) the Local Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Installment Payments remaining unpaid; (ii) the Local Agency shall have caused to be deposited with the State Treasurer (A) money and/or Government Obligations in accordance with Section 4.1; and (B) an Opinion of Counsel to the effect that such actions are permitted under this Local Agency Financing Contract, the Master Financing Contract and the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and (iii) for so long as any Agency Installment Payments remain unpaid, provision shall have been made satisfactory to the Corporation for payment of all Additional Costs.

ARTICLE V REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 5.1 Representations and Warranties of the Local Agency. The Local Agency represents and warrants as follows:

(a) The Local Agency is an “other agency” within the meaning of the Act, duly organized and validly existing under the Constitution and laws of the State.

(b) The Local Agency is authorized under the laws of the State and its charter or other constituent document, if any, to enter into and perform its obligations under this Local Agency Financing Contract.

(c) Neither the execution and delivery by the Local Agency of this Local Agency Financing Contract, nor the observance and performance of its terms and conditions, nor the consummation of the transactions contemplated by it, conflicts with or constitutes a breach of or default under any agreement or instrument to which the Local Agency is a party or by which the Local Agency or its property is bound, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon the Property, except as expressly provided in this Local Agency Financing Contract and the Master Financing Contract.

(d) The Local Agency has duly authorized, executed and delivered this Local Agency Financing Contract.

(e) This Local Agency Financing Contract constitutes valid and binding general obligation indebtedness of the Local Agency, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors’ rights generally, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases.

(f) The Property to be financed and acquired pursuant to this Local Agency Financing Contract is essential to the Local Agency's ability to carry out its governmental functions and responsibilities, and the Local Agency expects to make immediate and continuing use of the Property during the term of this Local Agency Financing Contract.

(g) The useful life of the Property is equal to or exceeds the term of this Local Agency Financing Contract.

(h) The obligations of the Local Agency under this Local Agency Financing Contract, together with all other outstanding indebtedness of the Local Agency, do not exceed any statutory or constitutional debt limit applicable to the Local Agency.

(i) The Local Agency makes no representation or warranty regarding the perfection of any security interest in the Property, the Master Financing Contract or this Local Agency Financing Contract for the benefit of the Corporation.

Section 5.2 Covenants and Agreements of the Local Agency. The Local Agency covenants and agrees as follows:

(a) *Preservation of Existence.* The Local Agency will do or cause to be done all things necessary to preserve its existence as an "other agency" within the meaning of the Act.

(b) *Budget.* The Local Agency shall take such action as may be necessary to include all the Agency Installment Payments and Additional Costs due hereunder in its annual budget and to make the necessary annual appropriations for all such Agency Installment Payments and Additional Costs.

(c) *Levy of Taxes.* If and to the extent authorized by law, the Local Agency covenants that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to be made by the Local Agency without a vote of its electors, to provide funds, together with other legally available money, sufficient to make the Agency Installment Payments and the other payments required under this Local Agency Financing Contract.

(d) *Notice of Nonpayment.* The Local Agency shall give written notice to the State Treasurer and the Corporation prior to any Agency Installment Payment Date if the Local Agency knows prior to such date that it will be unable to make all or any portion of the Agency Installment Payment due on such date.

(e) *Tax Exemption.* The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Local Agency shall not use or permit the use of the Property or any part thereof by any Person other than a "governmental unit" as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Installment Payments under Section 103 of the Code. The Local Agency shall not make any use

of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be “federally guaranteed” within the meaning of Section 149(b) of the Code, or “private activity bonds” within the meaning of Section 141 of the Code, or “hedge bonds” within the meaning of Section 149 of the Code. To that end, for so long as any Agency Installment Payments remain unpaid, the Local Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated thereunder. The Local Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Installment Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no action that would result in such interest being so included. The Local Agency shall comply with the applicable provisions of the Tax Certificate.

(f) *No Liens; Sale or Disposal; or Assignment.* The Local Agency shall not create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except the rights of the Corporation as provided herein and in the Master Financing Contract. The Local Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Local Agency shall not grant, sell, transfer, assign, pledge, convey or otherwise dispose of any of the Property or any interest therein during the term of this Local Agency Financing Contract, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void. The Local Agency may not grant, sell, assign, transfer, convey, pledge, hypothecate or grant any security interest in any of its right, title or interest in, to or under this Local Agency Financing Contract. Any attempted grant, sale, assignment, conveyance, pledge, hypothecation or security interest shall be void.

(g) *Performance.* The Local Agency shall punctually pay the Agency Installment Payments and any Additional Costs in conformity with the terms and provisions hereof, and will faithfully observe and perform all the covenants, terms and other obligations contained herein required to be observed and performed by the Local Agency. The Local Agency will not suffer or permit any default to occur hereunder, or do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted, or any such omission or refraining from doing anything, would or might be grounds for termination of this Local Agency Financing Contract. The Local Agency will not terminate this Local Agency Financing Contract for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Property, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of the State, or any failure by the State or the Corporation to observe or perform any covenant, agreement, term, condition or other obligation contained herein or in the Master Financing Contract required to be observed and performed by it, whether express or implied, or the bankruptcy, insolvency, liquidation or reorganization of the Corporation.

(h) *Further Assurances.* The Local Agency will preserve and protect the rights of the State hereunder, and will warrant and defend such rights against all claims and demands of all Persons. The Local Agency will promptly execute, make, deliver, file and record any and all

further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming to the State the rights and benefits provided to it hereunder.

(i) *Use of Property.* During the term of this Local Agency Financing Contract, the Local Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities. The Local Agency will not permit the Property to be used or operated other than by authorized employees, agents and contractors of the Local Agency.

(j) *Financial Statements.* The Local Agency shall prepare annual financial statements and obtain audits thereof as required by law. Upon the Written Request of the State Treasurer, the Local Agency shall provide the State Treasurer with a copy of its most recent audited and unaudited financial statements.

(k) *Use; Repairs.* For so long as the Local Agency is in possession of the Property, the Local Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, of the Property. The Local Agency will (i) keep and maintain the Property in good repair, working order and condition, and protect the same from deterioration other than normal wear and tear; (ii) cause the Property to be used within its normal capacity, in the manner contemplated by the manufacturer's specification, and in compliance with the requirements of applicable laws, ordinances and regulations, the requirements of any warranties applicable thereto, and the requirements of any insurance or self-insurance program required under Section 5.2(p); (iii) cause the Property to be used and operated by or under the direction of competent persons only, and obtain all registrations, permits and licenses, if any, required by law for the operation of the Property; and (iv) will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property. The Local Agency, at its expense, will furnish all parts, mechanisms and devices required to operate and maintain the Property.

(l) *Alterations.* The Local Agency will not make any alterations, additions or improvements to the Property without the prior written consent of the State Treasurer unless such alterations, additions or improvements (i) maintain or increase the value of the Property; or (ii) may be readily removed without damage to the Property. All such alterations, additions or improvements shall be deemed to be a part of the Property and shall be subject to the terms and provisions of this Local Agency Financing Contract.

(m) *Location; Inspection.* The Property will be located within the State. The Corporation will be entitled to inspect the Property during regular business hours upon at least one Business Day's prior notice. The Local Agency acknowledges, and consents and agrees to, the right of the Corporation to so inspect the Property.

(n) *Impositions and Charges.* If during the term of this Local Agency Financing Contract, any Imposition is imposed or incurred in connection with the sale and purchase of the Property by the Corporation to the State, or by the State to the Local Agency, or the ownership, operation, possession or use of the Property by the Corporation, the State or the Local Agency,

or the payment of the Agency Installment Payments by the Local Agency, or the payment of the Installment Payments payable therefrom by the State, or any fines, penalties or interest imposed on or with respect to any of the foregoing, the Local Agency shall pay all such Impositions and charges when due. The Local Agency at its own expense may contest any such Impositions and charges until it obtains a final administrative or judicial determination with respect thereto, unless the Property is encumbered by any levy, lien or any other type of encumbrance because of the Local Agency's failure to pay such Impositions or charges. If the State or the Corporation pays any such Impositions or charges for which the Local Agency is responsible or liable hereunder, the Local Agency shall reimburse the State or the Corporation, as applicable, therefor as Additional Costs hereunder. The Local Agency shall hold harmless the State and the Corporation from and against all such Impositions and charges during the term of this Local Agency Financing Contract.

(o) *Risk of Loss; Damage; Destruction; Condemnation.* The Local Agency assumes all risk of loss of or damage to the Property from any cause whatsoever, and the obligation of the Local Agency to pay the Agency Installment Payments or to perform any other obligation under this Local Agency Financing Contract shall in no way be released, discharged or otherwise affected for any reason, including without limitation (i) any defect in the condition, quality or fitness for use of, or title to, any portion of the Property, or (ii) any damage to, or abandonment, destruction, requisition, condemnation or taking of any portion of the Property. In the event of damage to any item of the Property, the Local Agency will immediately place the same in good repair, working order and condition as required by Section 5.2(k) hereof. If the Local Agency determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, the Local Agency will prepay all of its obligations for Agency Installment Payments and terminate its obligations hereunder in accordance with Section 4.3(b) hereof.

(p) *Insurance.*

(i) The Local Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Local Agency from time to time but in any event not less than \$1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Local Agency and its officials, officers, employees and volunteers. Such insurance shall include (A) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (B) comprehensive property damage insurance.

(ii) The Local Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance with respect to the Property in such amounts and covering such risks as the Local Agency may reasonably determine from time to time but in any event not less than the aggregate amount of the Agency Principal Components of Agency Installment Payments due hereunder which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Local Agency. In the alternative, the Local Agency may assume financial responsibility for any physical damage to and/or loss of the Property; *provided, however*, that if the Local

Agency elects this option, the Local Agency hereby covenants and agrees that it will promptly repair or replace the Property promptly upon any loss or damage thereto.

(iii) The insurance required under paragraphs (i) and (ii) above: (A) shall be provided by a financially responsible insurance company authorized to do business in the State; (B) shall name the State and the Trustee as additional insureds thereunder; (C) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms of conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer; and (D) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

(iv) A certificate of insurance with respect to the required coverages shall be provided by the Local Agency to the State Treasurer annually on or prior to December 1 with respect to any required insurance maintained pursuant hereto.

(v) The Local Agency will pay or cause to be paid when due the premiums for all insurance policies required by this Section 5.2(p).

ARTICLE VI EVENTS OF DEFAULT; REMEDIES

Section 6.1 Agency Event of Default. Each of the following shall constitute an "Agency Event of Default" hereunder:

(a) Failure by the Local Agency to pay or cause to be paid any Agency Installment Payment required to be paid hereunder within 10 Business Days of the respective Agency Installment Payment Date;

(b) Failure by the Local Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed hereunder, other than as set forth in paragraph (a) above, for a period of 30 days after written notice from the State Treasurer or the Trustee to the Local Agency specifying such failure and requesting that it be remedied; *provided, however,* that such period shall be extended for not more than 60 days if such failure cannot be corrected within such period, and the corrective action is commenced by the Local Agency within such period and diligently pursued until the failure is corrected;

(c) If any statement, representation, or warranty made by the Local Agency in this Local Agency Financing Contract or in any writing delivered by the Local Agency pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; and

(d) Inability of the Local Agency to generally pay its debts as such debts become due, or admission by the Local Agency in writing of its inability to pay its debts generally or the making by the Local Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Local Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for

appointment of a receiver, trustee, or other similar officer of it or any substantial part of its property, or the taking of any action by the Local Agency to authorize any of the actions set forth above in this Section 6.1(d).

Notwithstanding the foregoing provisions of this Section 6.1, if by reason of *force majeure* the Local Agency is unable in whole or in part to carry out the covenants, agreements, terms and conditions on its part contained in this Local Agency Financing Contract, the Local Agency shall not be deemed in default during the continuance of such inability. The term “*force majeure*” means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Local Agency.

The State, with the prior written consent of the Corporation, may, at its election, waive any default or Agency Event of Default and its consequences hereunder and annul any notice thereof by written notice to the Local Agency to such effect, and thereupon the respective rights of the Parties hereunder shall be as they would have been if such default or Agency Event of Default had not occurred.

Section 6.2 Rights of State Upon Agency Event of Default. Whenever an Agency Event of Default hereunder shall have occurred and be continuing, the State shall have the following rights and may exercise any one or more of the following remedies:

(a) By written notice to the Local Agency, require that the Local Agency promptly return possession and use of the Property to the State at any location specified in the United States (at the cost and expense of the Local Agency) in good repair, working order and condition, ordinary wear and tear excepted;

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Agency Installment Payments then due and thereafter becoming due, or to enforce the observance or performance of any covenant, agreement or obligation of the Local Agency under this Local Agency Financing Contract;

(c) Exercise any other rights or remedies it may have hereunder or under applicable law; and

(d) Decline to execute any future financing contract on behalf of the Local Agency under the Act.

Section 6.3 No Remedy Exclusive; Non-Waiver. No remedy conferred upon or reserved to the State hereunder or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Local Agency Financing Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Agency Event of Default hereunder shall impair any such right or remedy or shall be construed to be a waiver of

such default or Agency Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the State hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the State of any default or Agency Event of Default hereunder shall not constitute a waiver of any subsequent default or Agency Event of Default hereunder, and shall not affect or impair the rights or remedies of the State in connection with any such subsequent default or Agency Event of Default.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Indemnification of State and the Corporation. To the extent permitted by law, the Local Agency hereby releases the State and the Corporation from, agrees that the State and the Corporation shall not be liable for, and agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from, any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever arising out of the ownership or operation of the Property or the acquisition, financing or refinancing thereof. The Local Agency agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from any losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Local Agency Financing Contract or the exercise of rights or the performance of duties of the State or the Corporation under this Local Agency Financing Contract, the Master Financing Contract or the other Series #1# Agreements to which each of them is a Party, except to the extent caused by the gross negligence or willful misconduct of such indemnified party. The indemnification provided in this Section 7.1 shall survive the final payment of the Agency Installment Payments and the termination of this Local Agency Financing Contract for any reason.

Section 7.2 Third Party Beneficiaries. The Corporation and the Trustee, as assignee of the Corporation, shall be third party beneficiaries of this Local Agency Financing Contract.

Section 7.3 Notices to Agency. The notice address for the Local Agency shall be as set forth in the Notice of Intent.

STATE:

STATE OF WASHINGTON OFFICE OF THE
STATE TREASURER

By _____
Treasurer Representative

LOCAL AGENCY:

[AGENCY NAME]

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

Notice of Intent

State of Washington LOCAL PROGRAM

Local Agency Information

Legal Name: City of Dayton

County: Columbia

Address: 111 S 1st

Contact Person: Trina Cole

Phone: 509-382-2361

E-mail: tcole@daytonwa.com

MCAG No.: 0256

Zip: 99328

Title: City Clerk-Treasurer

Fax: N/A

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): 2008 International Crosswind Street Sweeper, Mounted on International 4300 Chassis, Maxx Force Diesel Front Engine, John Deere 4045 Rear Engine, Dual Steer, Dual Gutter Brooms, Lifeline Hopper Coating, Broom Assist Head, High Pressure Wash Down, Hour Meter Reads: 1120, Front Engine Hour Meter Reads: 2288, Ex Municipality Unit Mileage: 18,195

Purpose of property (Please be specific and include dept. of use): To provide ongoing maintenance associated with sweeping the City's streets.

Total cost: \$ 89,000

Maximum amount to finance: \$ 89,000

Finance term: 8

Useful life: 8 years

Desired financing date: 05/2018

If **real estate**, the Real Estate Worksheet: Is attached Will be provided by (date):

If **equipment**, select how the property purchase price will be paid:

Reimbursement to Local Agency. *Include a copy of the Local Agency's Reimbursement Resolution. To comply with IRS reimbursement requirements, expenditures made more than 60 days prior to the date of the Reimbursement Resolution cannot be reimbursed.*

Direct payment to vendor. *Confirm the vendor is registered in the Statewide Vendor System at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx> or call 360.407.8180.*

Security Pledge

Voted general obligation of local government Non-voted general obligation of local government

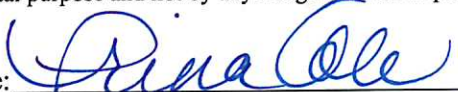
Other Information

If any of the following apply, please provide a complete discussion on a separate page:

Yes No Is the local agency a party to significant litigation?

Yes No Has the agency received a bond rating in the last two years? If yes, bond rating(s):
(attach rating agency letter)

The Local Agency reasonably expects to be reimbursed for original expenditures made to acquire the personal/real property from sale proceeds of certificates of participation in a Personal/Real Property Financing Lease with the State Treasurer in the maximum amount expected to be financed as identified above. The Local Agency reasonably expects that the personal/real property will be used for its governmental purpose and not by any nongovernmental person for private business use.

Signature: 

Date: 05/11/2017

Printed Name: TRINA COLE

Title: City Clerk-Treasurer

EXHIBIT B
PERSONAL PROPERTY CERTIFICATE

[attached]

Certificate Designating Authorized Agency Representatives

I, Trina Cole, City Clerk-Treasurer of the City of Dayton (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. 1919, the following individuals are each an "Authorized Agency Representative," as indicated by the title appended to each signature, that the following individuals are duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signatures set forth below are the true and genuine signatures of said Authorized Agency Representatives and that pursuant to such ordinance, one of the three following signature(s) is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

Craig George, Mayor

James Costello, Public Works Director

Trina Cole, City Clerk-Treasurer

Dated this _____ day of _____, 20__.

Trina Cole, City Clerk-Treasurer

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2017.

By: _____
NOTARY PUBLIC in and for the State of
Washington, residing at:

Printed Name: _____

My Commission Expires: _____

EXHIBIT D

SCHEDULE OF AGENCY INSTALLMENT PAYMENTS

[to be attached upon availability]