



DAYTON CITY COUNCIL
111 S. 1st Street, Dayton, WA 99328
CRAIG GEORGE, MAYOR

PRELIMINARY AGENDA
REGULAR MEETING
Wednesday, February 13, 2019
6:00 p.m.

1. CALL TO ORDER
 - A. Roll Call
2. CONSENT AGENDA – ACTION:
 - A. Approve City Council Meeting Minutes as written for:
 - i. December 19, 2018
 - ii. December 27, 2018; and,
 - iii. January 9, 2019
 - B. Approve Voucher Warrants as audited by the Finance Committee
 - C. Approve Payroll Warrants for January 2019
 - D. Affirm Mayor George’s Re-appointment of Carol Lane to the Dayton Historic Preservation Commission for a full appointment, with term expiry of February 28th, 2022.
 - E. Authorize Task Order for Comp Plan update
 - F. Authorize Task Order for 2019 Street Projects as budgeted in the 2019 Budget
3. SPECIAL GUESTS AND PUBLIC COMMENT:
 - A. Public Hearing; Receive public testimony on the 2019 – 2024 Capital Improvement Plan:
 - i. ACTION: Resolution No. 1366, adopting the City of Dayton’s 2019 – 2024 Capital Improvement Plan
4. COMMITTEE/BOARD/COMMISSION REPORTS:
 - A. Wastewater Treatment Plant Project
 - B. Application for Inert Waste Site Permit
 - C. Golf Course and Flour Mill Park Restroom Land Exchange
 - D. Follow-Up on request to maintain and operate private drives within the Cornaggia Addition
5. REPORTS OF CITY OFFICERS:
 - A. Code Compliance Update – Meagan Bailey, Planning Director
6. UNFINISHED BUSINESS:
 - A. ACTION: Resolution No. 1367 - engineering services contract with Anderson Perry & Associates, Inc. for 2019-2021
7. NEW BUSINESS:
 - A. ACTION: Resolution No. 1368, authorizing a personnel contract with James C. Costello – Mayor Craig George
 - B. ACTION: Resolution No. 1369 – authorizing a personnel contract with Debra M. Hays – Mayor Craig George

- C. ACTION: Resolution No. 1370 – authorizing a personnel contract with Trina D. Cole – Mayor Craig George
 - D. ACTION: Resolution No. 1371, adopting updated countywide planning policies for Columbia County – Meagan Bailey, Planning Director
 - E. ACTION: Resolution No. 1372 – Flood Control Zone District – Mayor Craig George
 - F. ACTION: Resolution No. 1373 - Amend Master Fee Schedule to include changes to building permit fees and charges – Meagan Bailey, Planning Director
 - G. ACTION: Gas Tax Agreement - Transportation Improvement Board for grant funding to replace the Main Street Light bulbs to LED – Craig George, Mayor
- 8. FINAL PUBLIC COMMENT
 - 9. ADJOURN

Next regular meeting is March 13, 2019 at 6:00 p.m. at Dayton City Hall, 111 S. 1st Street, Dayton, WA 99328.

DAYTON CITY COUNCIL MINUTES
Regular Meeting
Wednesday, January 9, 2019
111 S. 1st Street
Dayton, WA 99328

1. CALL TO ORDER

Mayor Craig George calls the meeting to order at approximately 6:00 p.m.

Roll Call: Present: Kathy Berg, Matt Wiens, Dain Nysoe, Byron Kaczmariski, Delphine Bailey,
Mike Paris, Zac Weatherford
Staff: Meagan Bailey, Planning Director; Trina Cole, City Administrator

2. CONSENT AGENDA:

ACTION: Berg makes a motion; Paris seconds the motion, and the motion carries unanimously approving the Consent Agenda as follows:

- Approval of the following vouchers for payment:

Claims: 46406-46407; 46461-46524; 46556	\$ 116,354.66
Payroll: 46525-46555	\$ 65,331.96
Total	\$ 181,686.62.

3. SPECIAL GUESTS/PUBLIC COMMENT

Kathryn Witherington, 702 N. 1st Street, also serving as Port of Columbia Economic Development Coordinator, provides statistics regarding the affordable housing in Columbia County. She explains that she is seeking out volunteers to serve on a solution-based affordable housing committee for the area. Discussion surrounds the value of incentives in creating affordable housing for Dayton. Mayor George states that Meagan Bailey, Planning Director will be a volunteer on the committee. Berg asks if senior housing will be considered. Ms. Witherington states yes, that is part of a multi-tiered solution. There is no action.

4. COMMITTEE/BOARD/ COMMISSIONER REPORTS

Public Safety – There is no report.

Public Works – There is no report.

Finance – There is no report.

Parks/Public Grounds – Cole reports that the City was selected to submit a full proposal for the Department of Urban Forestry's Small Community Forestry Assistance Program. The proposal is due in February. Nysoe asks what the grant would be specifically used for. D. Bailey and Cole explain that the proposal is to hire a consultant to assist the City and stakeholders in creating management solutions for the Main Street Trees.

Planning/Economic Development – There is no report.

Personnel – There is no report.

Emergency Management – There is no report.

Chamber of Commerce – There is no report.

Commissioners – There is no report.

5. REPORTS OF CITY OFFICERS

Sheriff – Wiens reports that the Sheriff's Office will be conducting a Citizen Academy in 2019.

Public Works – There is no report.

Agenda: 02/13/2019

No. 2(A)(iii)

Planning Director/Code Compliance – M. Bailey reports: December’s Code Compliance Focus and commends cooperation efforts of the Columbia County Sheriff’s Office in the abatement process; updated Comprehensive Plan Update timeline; and, based on building activity statistics, property value increases reflect that property owners are reinvesting in their properties. Nysoe asks if fire marshal inspections are underway in the downtown district. M. Bailey responds that letters of notice have been drafted, currently under review and walk through of downtown will be within the week. D. Bailey asks if the open administrative assistant position is still open. M. Bailey states yes.

D. Bailey comments on the recent positive feedback she received from individuals that visited Ski Bluewood and stayed locally for three days.

City Clerk-Treasurer – There is no report.

Mayor Pro-Tempore – There is no report.

Mayor – There is no report.

6. UNFINISHED BUSINESS

None.

7. NEW BUSINESS

ACTION: Nysoe nominates D. Bailey to serve as Mayor Pro-Tempore in 2019. D. Bailey states that although she would like to serve as Mayor Pro-Tempore, the County has advised her that it would be a conflict of interest for her to serve in that capacity. D. Bailey makes a motion and Berg seconds the motion to elect Zac Weatherford to serve as the 2019 Mayor Pro-Tempore. There is no further discussion. The motion carries unanimously.

8. FINAL PUBLIC COMMENT

None.

9. ADJOURN

With no further business to come before the Council, the regular meeting is adjourned at 6:29 p.m.

City of Dayton

By: Craig George, Mayor

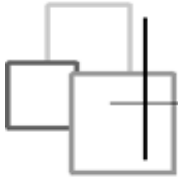
Attested:

Approved:

02/13/2019

Trina Cole, City Administrator

Date



Register

Fiscal: 2019, 2018

Deposit Period: 2019 - January, 2018 - December

Check Period: 2019 - January - January 31, 2019 - January - January 15, 2019 - January - January 9, 2018 - December - January 20, 2019, 2018 - December - December 31, 2018

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	5990067340			
Check				
<u>46573</u>	Bank Of America	1/15/2019		\$77.89
<u>46574</u>	Basin Disposal, Inc	1/15/2019		\$162.25
<u>46575</u>	Carbide Saw Service	1/15/2019		\$156.80
<u>46576</u>	Centurylink	1/15/2019		\$915.47
<u>46577</u>	City Lumber & Coal Yard	1/15/2019		\$290.22
<u>46578</u>	Col Co Planning & Building	1/15/2019		\$971.12
<u>46579</u>	Coleman Oil Company	1/15/2019		\$2,757.71
<u>46580</u>	Dayton Chronicle	1/15/2019		\$101.27
<u>46581</u>	Dayton Mercantile	1/15/2019		\$62.82
<u>46582</u>	Dayton Tractor & Machine, Inc	1/15/2019		\$17.89
<u>46583</u>	Department of Labor and Industries- WISHA	1/15/2019		\$1,266.46
<u>46584</u>	Dept Of Revenue	1/15/2019	12/27/2018	\$5,393.76
<u>46585</u>	Dingle's Of Dayton	1/15/2019		\$23.81
<u>46586</u>	Employment Security Dept	1/15/2019	12/28/2018	\$40.66
<u>46587</u>	Ferguson - Seattle WW #1539	1/15/2019		\$730.27
<u>46588</u>	Ferrellgas	1/15/2019		\$825.33
<u>46589</u>	Invoice Cloud	1/15/2019		\$116.60
<u>46590</u>	Neofunds BY Neopost	1/15/2019		\$300.00
<u>46591</u>	One Call Concepts, Inc	1/15/2019		\$7.17
<u>46592</u>	Pacific Power	1/15/2019		\$2,224.00

<u>46593</u>	Pacific Power	1/15/2019		\$13,517.95
<u>46594</u>	Pape Machinery Exchange	1/15/2019		\$458.49
<u>46595</u>	Pepsi Cola - Walla Walla	1/15/2019		\$15.50
<u>46596</u>	Platt Electric Supply	1/15/2019		\$106.92
<u>46597</u>	Sigma Aldrich, Inc.	1/15/2019		\$389.50
<u>46598</u>	Skyline Parts Inc	1/15/2019		\$362.32
<u>46599</u>	Staples Credit Plan	1/15/2019		\$476.35
<u>46600</u>	State Treasurer	1/15/2019		\$1,274.70
<u>46601</u>	Total Office Concepts	1/15/2019		\$184.60
<u>46602</u>	U.S. Bank N.A. - Custody	1/15/2019		\$32.00
<u>46603</u>	USA Bluebook	1/15/2019		\$357.19
<u>46604</u>	Verizon Wireless	1/15/2019		\$238.56
<u>46605</u>	Walla Walla Regional Water	1/15/2019		\$90.00
<u>9945866</u>	Anderson Perry & Assoc	12/31/2018	Correction	\$0.00
<u>9946009</u>	Anderson Perry & Assoc	12/31/2018	Correction	\$0.00
<u>9946350</u>	Humbert Asphalt, Inc.	12/31/2018	Correction	\$0.00
<u>9946489</u>	Konen Rock Crushing, Inc	12/31/2018	Correction	\$0.00
<u>99945597</u>	Sharpe & Preszler Construction Co., Inc.	12/31/2018	Correction	\$0.00
<u>99945807</u>	Sharpe & Preszler Construction Co., Inc.	12/31/2018	Correction	\$0.00
<u>99946238</u>	Humbert Asphalt, Inc.	12/31/2018	Correction	\$0.00
<u>99946331</u>	Humbert Asphalt, Inc.	12/31/2018	Correction	\$0.00
<u>99946418</u>	Anderson Perry & Assoc	12/31/2018	Correction	\$0.00
			Total Check	\$130,928.61
			Total 5990067340	\$130,928.61
			Grand Total	\$130,928.61



Register

02/13/2019 Agenda:
No. 2(C)

Fiscal: 2019, 2018

Deposit Period: 2019 - January

Check Period: 2019 - January 31, 2019 - January - January 15, 2019 - January - January 9

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank Check	5990067340			
<u>46557</u>	Bowhay, Michael H.	1/15/2019		\$1,776.48
<u>46558</u>	Cole, Trina D.	1/15/2019		\$2,594.03
<u>46559</u>	Costello, James S.	1/15/2019		\$2,504.01
<u>46560</u>	Elkins, David J.	1/15/2019		\$1,730.11
<u>46561</u>	Fletcher, Lloyd	1/15/2019		\$1,586.53
<u>46562</u>	Hays, Debra M.	1/15/2019		\$2,010.28
<u>46563</u>	John, Rob	1/15/2019		\$1,001.60
<u>46564</u>	Moton, Donald G.	1/15/2019		\$1,445.92
<u>46565</u>	Souza, Marcio	1/15/2019		\$1,208.05
<u>46566</u>	Strickland, Eddie L	1/15/2019		\$2,038.34
<u>46567</u>	Sweetwood, David	1/15/2019		\$1,545.30
<u>46568</u>	Westergreen, Connie	1/15/2019		\$1,221.76
<u>46569</u>	Council No. 2	1/15/2019		\$452.40
<u>46570</u>	Daniel H Brunner, Chapter 13 Trustee	1/15/2019		\$414.50
<u>46571</u>	Internal Revenue Service - U S Treasury	1/15/2019		\$6,779.61
<u>46572</u>	Washington State Support Registry	1/15/2019		\$94.00
<u>46656</u>	Bailey, V. Delphine	1/31/2019		\$138.52
<u>46657</u>	Berg, Kathleen A.	1/31/2019		\$138.52
<u>46658</u>	Bowhay, Michael H.	1/31/2019		\$1,957.75
<u>46659</u>	Cole, Trina D.	1/31/2019		\$2,588.59
<u>46660</u>	Costello, James S.	1/31/2019		\$2,494.23
<u>46661</u>	Elkins, David J.	1/31/2019		\$2,089.47
<u>46662</u>	Fletcher, Lloyd	1/31/2019		\$1,790.56
<u>46663</u>	George, Craig	1/31/2019		\$848.50
<u>46664</u>	Hays, Debra M.	1/31/2019		\$2,013.05
<u>46665</u>	John, Rob	1/31/2019		\$1,270.10
<u>46666</u>	Kaczmarski, Byron	1/31/2019		\$138.52
<u>46667</u>	Moton, Donald G.	1/31/2019		\$1,692.16
<u>46668</u>	Nysoe, Dain	1/31/2019		\$138.52
<u>46669</u>	Paris, Michael	1/31/2019		\$138.52
<u>46670</u>	Souza, Marcio	1/31/2019		\$2,039.52
<u>46671</u>	Strickland, Eddie L	1/31/2019		\$1,593.63
<u>46672</u>	Sweetwood, David	1/31/2019		\$1,968.83
<u>46673</u>	Weatherford, Zachary M	1/31/2019		\$138.52
<u>46674</u>	Westergreen, Connie	1/31/2019		\$1,352.81
<u>46675</u>	Wiens, Matt	1/31/2019		\$138.52

Number	Name	Print Date	Clearing Date	Amount
<u>46676</u>	AFLAC Remittance Processing	1/31/2019		\$467.40
<u>46677</u>	Daniel H Brunner, Chapter 13 Trustee	1/31/2019		\$414.50
<u>46678</u>	Dept of Retirement Systems	1/31/2019		\$12,335.25
<u>46679</u>	Internal Revenue Service - U S Treasury	1/31/2019		\$7,924.69
<u>46680</u>	Northwest Administrators	1/31/2019		\$10,801.68
<u>46681</u>	Washington State Support Registry	1/31/2019		\$94.00
<u>46682</u>	WSCCCE	1/31/2019		\$1,111.08
		Total	Check	\$86,220.36
		Total	5990067340	\$86,220.36
		Grand Total		\$86,220.36

INTEROFFICE MEMORANDUM

TO: DAYTON CITY COUNCIL

FROM: MEAGAN BAILEY

SUBJECT: RE-APPOINTMENT OF CAROL LANE TO THE DAYTON HISTORIC PRESERVATION COMMISSION

DATE: FEBRUARY 13TH, 2019

CC: FILE

Discussion:

Carol Lane has been serving as Seat 4 on the Dayton Historic Preservation Commission since February 8th, 2016, with a term expiry of February 28th, 2019. During the January meeting of the Dayton Historic Preservation Commission, Carol Lane indicated interest in reappointment to the commission. The Dayton Municipal Code offers the following guidance on reappointments:

1. 5-18.16 (A) 3 – Reappointment is at the discretion of the Mayor.
2. 5-18.16 (C) – Appointments made after the initial appointment of members shall be three years, with the exception of necessary staggering to avoid numerous expiry's within the same year.

Recommended Action:

Re-appoint Carol Lane to the Dayton Historic Preservation Commission for a full appointment, with term expiry of February 28th, 2022.

Regards,

Meagan Bailey, Planning Director

02/13/2019 Agenda:
No. 2(E)

TASK ORDER

**CITY OF DAYTON
COMPREHENSIVE PLAN UPDATE
ENGINEERING SERVICES**

This Task Order shall be attached to and become a permanent part of the Agreement for on-call civil engineering services entered into by and between the City of Dayton, Washington (CITY) and Anderson Perry & Associates, Inc., (ENGINEER) on February 13, 2019.

SCOPE OF WORK

The work under this Task Order consists of providing engineering assistance to the CITY and Columbia County to update the City of Dayton's Comprehensive Plan. The Comprehensive Plan update is primarily being handled by another consultant. Our assistance is needed to update the CITY's 6-Year Capital Improvement Plan and identify municipal improvements for proposed urban growth area additions. Anticipated tasks include attending a kick-off meeting, preparation of a 6-Year Capital Improvement Plan along with estimates, and assistance in identifying and estimating costs to add two areas into the CITY's urban growth areas. Also included is a traffic analysis of Highway 12/Patit Road as required by the Washington State Department of Transportation. The traffic analysis work will be completed by a subconsultant pursuant to the attached scope of work by DKS Associates (Exhibit A).

COMPENSATION

The CITY will compensate the ENGINEER for performing the services outlined in this Task Order on a time and materials basis not-to-exceed \$7,500, without approval from the CITY and pursuant to the ENGINEER's current Hourly Fee Schedule (Exhibit B). Completion of services is anticipated by April 30, 2019.

This Task Order is executed on the date shown below.

CITY: City of Dayton, Washington

ENGINEER: Anderson Perry & Associates, Inc.

By: _____

By:  _____

Name: _____

Name: Jake Hollopeter, P.E.

Title: _____

Title: Vice President

Date: _____

Date: February 1, 2019

EXHIBIT A

Task 1: Dayton Traffic Analysis

Consultant shall evaluate the intersection of E Main Street (Highway 12)/Patit Road for the following scenarios:

- Current intersection operations (2019 operations)
- Proposed operations of desired intersection traffic control configuration (two way stop, all way stop, roundabout, etc.) for both existing 2019 and 20-year horizon

This task assumes that Anderson Perry will provide 24-hour tube counts on E Main Street (Highway 12) and Patit Road that will have hourly breakdowns. No additional counts will be collected. Trip distribution will be based on assumptions for residential land uses and local traffic patterns.

Future growth applied to the 20-year analysis will be based on growth assumptions provide by the County or WSDOT.

The performance of the study intersection will be analyzed for the weekday AM and PM peak periods. Intersection analysis will be based on Highway Capacity Manual (10th Edition) methodology for unsignalized intersections. We will also identify any necessary improvements such as turn lanes to accommodate the added vehicle trips. We will also evaluate access spacing in the vicinity of Patit Road based on WSDOT access spacing guidelines.

Consultant shall develop a Traffic Analysis Technical Memorandum that summarizes the findings. The memorandum will document data collection, analysis procedures and results. A technical appendix will accompany the memorandum.

EXHIBIT B HOURLY FEE SCHEDULE

April 1, 2018

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS	ENGINEERING	ARCHAEOLOGY
Technician\$ 35.00	Engineering Technician I \$ 95.00	Archaeological Intern\$ 45.00
Technician I\$ 50.00	Engineering Technician II \$100.00	Archaeologist Technician I\$ 55.00
Technician II\$ 60.00	Engineering Technician III \$105.00	Archaeologist Technician II\$ 60.00
Technician III\$ 65.00	Engineering Technician IV \$110.00	Archaeologist Technician III\$ 65.00
Technician IV\$ 75.00	Engineering Technician V \$115.00	Senior Archaeologist I\$ 85.00
Technician V\$ 80.00	Engineering Technician VI..... \$125.00	Senior Archaeologist II\$100.00
Technician VI\$ 85.00	Staff Engineer I\$100.00	Senior Archaeologist III\$110.00
Technician VII\$ 95.00	Staff Engineer II\$105.00	
Senior Technician I\$100.00	Staff Engineer III\$110.00	PROJECT REPRESENTATIVES
Senior Technician II\$105.00	Project Engineer I\$115.00	Project Representative I\$ 85.00
Senior Technician III\$110.00	Project Engineer II\$120.00	Project Representative II\$ 95.00
Senior Technician IV\$115.00	Project Engineer III\$130.00	Project Representative III.....\$100.00
Senior Technician V\$120.00	Project Engineer IV\$135.00	Project Representative IV\$105.00
Senior Technician VI\$125.00	Senior Engineer I\$145.00	
Senior Technician VII\$150.00	Senior Engineer II\$150.00	PLANNING
Senior Technician VIII\$170.00	Senior Engineer III\$155.00	Senior Planner\$125.00
	Senior Engineer IV\$165.00	
	Senior Engineer V\$170.00	
	Senior Engineer VI\$175.00	
	Senior Engineer VII\$180.00	
	Senior Engineer VIII\$195.00	

SURVEYORS AND CREWS

Survey Technician I\$ 60.00	Survey Crew Chief III\$110.00	Professional Land Surveyor V ...\$160.00
Survey Technician II\$ 70.00	Survey Crew Chief IV.....\$115.00	GPS Total Station\$ 40.00
Survey Technician III\$ 75.00	Professional Land Surveyor I\$115.00	Robotic Survey Station\$ 30.00
Survey Technician IV\$ 80.00	Professional Land Surveyor II ...\$125.00	Total Station\$ 23.00
Survey Crew Chief I\$ 85.00	Professional Land Surveyor III ..\$135.00	ATV (4-hour minimum)\$ 30.00
Survey Crew Chief II\$100.00	Professional Land Surveyor IV . \$150.00	Resource Grade GPS\$ 20.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.545 per mile for standard highway vehicles as of January 1, 2018. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice will be charged a service fee of 1.0% per month.

TASK ORDER

**CITY OF DAYTON
CLAY STREET IMPROVEMENTS
ENGINEERING SERVICES**

This Task Order shall be attached to and become a permanent part of the Agreement for on-call civil engineering services entered into by and between the City of Dayton, Washington (CITY) and Anderson Perry & Associates, Inc., (ENGINEER) on February 13, 2019.

SCOPE OF WORK

The work under this task order consists of providing design and construction engineering services to the CITY for the reconstruction of Clay Street from 7th Street to 8th Street. Also included is coordination with Columbia County to facilitate the completion of bituminous surface treatment (BST) on North Cherry Street from Commercial Avenue to the north end of the street, South 5th Street from Day Street to the south end of the street, East Richmond Avenue from 6th Street to the east end of the street, and the Clay Street alley. The scope of services is in accordance with the attached Exhibit A.

COMPENSATION

The CITY will compensate the ENGINEER for performing the services outlined in this Task Order on a time and materials basis not-to-exceed \$15,000 without approval from the CITY, pursuant to the ENGINEER's current Hourly Fee Schedule (Exhibit B). Completion of services is anticipated by December 31, 2019.

This Task Order is executed on the date shown below.

CITY: City of Dayton

ENGINEER: Anderson Perry & Associates, Inc.

By: _____

By:  _____

Name: _____

Name: Jake Hollopeter, P.E.

Title: _____

Title: Vice President

Date: _____

Date: February 1, 2019

**EXHIBIT A
CLAY STREET IMPROVEMENTS
ENGINEERING SERVICES**

SCOPE OF WORK

GENERAL

The work generally consists of the design, preparation of construction plans, and limited construction engineering assistance for the reconstruction of Clay Street from 7th Street to 8th Street. Also included is coordination with Columbia County to facilitate the completion of bituminous surface treatment (BST) on North Cherry Street from Commercial Avenue to the north end of the street, South 5th Street from Day Street to the south end of the street, East Richmond Avenue from 6th Street to the east end of the street, and the Clay Street alley.

The design will be completed in accordance with applicable City of Dayton (CITY) and Washington State Department of Transportation (WSDOT) standards. Contract Documents will be prepared in WSDOT format using the 2018 version of the WSDOT/American Public Works Association (APWA) Standard Specifications for Road, Bridge, and Municipal Construction.

In general, the work will include the following key components and deliverables:

1. Topographic Data Collection
2. Design
3. Bidding Assistance
4. Limited construction engineering assistance

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (ENGINEER)

TASK 1 - PROJECT ADMINISTRATION

The ENGINEER will oversee project tasks and coordinate with CITY representatives to manage the scope and budget. The following is a description of Project Administration tasks:

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses and associated mark-ups, and total cost for labor and expenses for the billing period. The use of subconsultants is not expected.
2. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include a brief summary of work performed during the billing period, along with a notice to the CITY raising any issues or concerns that could require a contract amendment/supplement.
3. Project management. General coordination with CITY and ongoing monitoring of tasks and resources.
4. Maintain all contract-required documentation. Provide copies (or originals if necessary) of project files and records to the CITY for audits and public information requests. All final documents will be provided in electronic format as requested.

Deliverables

- Monthly Invoices
- Project Documentation

TASK 2 - SURVEY

The ENGINEER will provide design surveying services for this project. The ENGINEER will collect topographic and mapping data needed for Clay Street from 7th Street to 8th Street to prepare bidding documents. The topographic survey will incorporate the following design survey surface elements as needed:

1. Trees (evergreen or deciduous) with diameter identified
2. Landscape features
3. Fences
4. Grade breaks
5. Ditches
6. Drainage structures
7. Centerline
8. Edge of asphalt
9. Water utilities including valves, meters, blowoffs, pressure reducing valves, double check valve assemblies, etc.
10. Drainage structures with material and size identified and invert elevations given
11. Communication utilities distinguishing between underground and overhead
12. Power utilities distinguishing between underground and overhead
13. Signs
14. Driveways with surfacing material identified
15. Walkways/trails
16. Survey monuments
17. Retaining walls
18. Stairs
19. Mailboxes

The ENGINEER will conduct site visits, take project photos, and conduct field and office verification of the survey data represented in the project base map. The ENGINEER will notify residents affected by the survey of upcoming work and maintain access permission slips.

Deliverables

- Survey Base Map
- Project Photos

TASK 3 - DESIGN

3.1 Street Design

The ENGINEER will prepare design plans for the street overlay, curbing, and storm drainage at Clay Street from 7th Street to 8th Street.

3.2 Contract Documents and Estimates

The ENGINEER will prepare construction contract documents in WSDOT format using the 2018 version of the WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction. Construction estimates will be based on preliminary design quantities, with costs based on historic bid records. With each submittal, the quantities and unit bid costs will be updated as necessary. The documents will evolve with each submittal. The following is the intended representation for the approximate design level:

1. The 30 percent conceptual plans will have limited detail information, but will represent the general intent of the project. It is assumed that upon approval of the 30 percent drawings by the CITY, all major project features will be considered finalized and only minor modifications will be required.
2. The 90 percent submittal will incorporate CITY comments on the 30 percent submittal and include all work necessary to complete the design and generate the final Contract Documents for bidding. This submittal will include 90 percent design drawings, Contract Documents, and a construction estimate.
3. The final submittal will incorporate any remaining CITY comments and be a bid ready document stamped and signed by the responsible engineer.

Deliverables

- Construction Plans
- Contract Documents
- Construction Estimate

All preliminary documents will be submitted in PDF format. Final documents will be provided in their original electronic format.

3.3 Quality Assurance

The ENGINEER will provide quality assurance/quality control (QA/QC) for all design work in accordance with the ENGINEER's QA/QC standards. The ENGINEER will provide senior level design and construction personnel to review plan submittals and provide technical support.

TASK 4 - BID PHASE SERVICES

The project will be advertised using the CITY's Small Works Roster. The ENGINEER will assist the CITY in advertising the project and provide Contract Documents for prospective bidders. The ENGINEER will provide design experts who worked on the project to be available in responding to contractor questions during bidding and will issue addenda as necessary to clarify or modify the bidding documents.

TASK 5 - CONSTRUCTION ASSISTANCE

The ENGINEER will provide limited construction assistance. This work is expected to include the following:

1. Review submittals
2. Provide limited construction staking
3. Periodic site visits to answer questions
4. Preparation of pay estimate(s)
5. Preparation of Record Drawings

TASK 6 - COLUMBIA COUNTY BITUMINOUS SURFACE TREATMENT ASSISTANCE

The ENGINEER will assist the CITY in coordination with Columbia County to BST several residential streets.

PROJECT ASSUMPTIONS

The following assumptions will apply to this Scope of Work:

1. The CITY will pay all required permit fees.
2. The project is exempt from a State Environmental Policy Act (SEPA) Checklist and a Construction Stormwater Permit.

EXHIBIT B HOURLY FEE SCHEDULE

April 1, 2018

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS	ENGINEERING	ARCHAEOLOGY
Technician\$ 35.00	Engineering Technician I \$ 95.00	Archaeological Intern\$ 45.00
Technician I\$ 50.00	Engineering Technician II \$100.00	Archaeologist Technician I\$ 55.00
Technician II\$ 60.00	Engineering Technician III \$105.00	Archaeologist Technician II\$ 60.00
Technician III\$ 65.00	Engineering Technician IV \$110.00	Archaeologist Technician III\$ 65.00
Technician IV\$ 75.00	Engineering Technician V \$115.00	Senior Archaeologist I\$ 85.00
Technician V\$ 80.00	Engineering Technician VI..... \$125.00	Senior Archaeologist II\$100.00
Technician VI\$ 85.00	Staff Engineer I\$100.00	Senior Archaeologist III\$110.00
Technician VII\$ 95.00	Staff Engineer II\$105.00	
Senior Technician I\$100.00	Staff Engineer III\$110.00	PROJECT REPRESENTATIVES
Senior Technician II\$105.00	Project Engineer I\$115.00	Project Representative I\$ 85.00
Senior Technician III\$110.00	Project Engineer II\$120.00	Project Representative II\$ 95.00
Senior Technician IV\$115.00	Project Engineer III\$130.00	Project Representative III.....\$100.00
Senior Technician V\$120.00	Project Engineer IV\$135.00	Project Representative IV\$105.00
Senior Technician VI\$125.00	Senior Engineer I\$145.00	
Senior Technician VII\$150.00	Senior Engineer II\$150.00	PLANNING
Senior Technician VIII\$170.00	Senior Engineer III\$155.00	Senior Planner\$125.00
	Senior Engineer IV\$165.00	
	Senior Engineer V\$170.00	OVERTIME
	Senior Engineer VI\$175.00	Overtime Surcharge\$ 35.00
	Senior Engineer VII\$180.00	
	Senior Engineer VIII\$195.00	

SURVEYORS AND CREWS

Survey Technician I\$ 60.00	Survey Crew Chief IV..... \$115.00	Robotic Survey Station\$ 30.00
Survey Technician II\$ 70.00	Professional Land Surveyor I \$115.00	Total Station\$ 23.00
Survey Technician III\$ 75.00	Professional Land Surveyor II ... \$125.00	ATV (4-hour minimum)\$ 30.00
Survey Technician IV\$ 80.00	Professional Land Surveyor III .. \$135.00	Resource Grade GPS\$ 20.00
Survey Crew Chief I\$ 85.00	Professional Land Surveyor IV . \$150.00	Electrofischer\$ 25.00
Survey Crew Chief II\$100.00	Professional Land Surveyor V .. \$160.00	Unmanned Aircraft System
Survey Crew Chief III\$110.00	GPS Total Station\$ 40.00	(UAS/Drone)\$ 45.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.545 per mile for standard highway vehicles as of January 1, 2018. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice will be charged a service fee of 1.0% per month.

02/13/2019 Agenda:
Item No. 3(A)

NOTICE OF PUBLIC HEARING
CITY OF DAYTON, WASHINGTON
2019-2024, 6-YEAR
CAPITAL IMPROVEMENT PROGRAM

NOTICE IS HEREBY GIVEN that a public hearing will be held on **Wednesday, February 13, 2019 at 6:00 p.m.**, or soon thereafter, at a regular meeting of the City Council of the City of Dayton to review and receive public input on the 2019 – 2024 City of Dayton Six (6) Year Capital Improvement Program (6-Year CIP). Said public hearing will be held at Dayton’s City Hall, 111 S. 1st Street, Dayton, WA. Additional information on the City of Dayton’s 6-Year CIP may be obtained by contacting the City of Dayton at (509) 382-2361 or visiting the City’s website at www.daytonwa.com, News and Announcements.

Dated this 28th day of January, 2019.

City of Dayton by:

Trina Cole, City Administrator

Published: January 31, 2019

Dayton Chronicle

RESOLUTION NO. 1366

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, APPROVING AND ADOPTING THE CITY OF DAYTON 2019 -
2024 SIX-YEAR CAPITAL IMPROVEMENT PLAN**

WHEREAS, the City of Dayton needs to plan for critical long-term capital improvement needs; and

WHEREAS, an adopted six-year capital improvement plan ("CIP") will provide a valuable planning tool for the community, Mayor, City Council and staff; and

WHEREAS, the CIP will identify long-term funding requirements necessary to maintain and improve the infrastructure of the City of Dayton; and,

WHEREAS, the CIP is a planning document that's dependent upon future funding and resources; and

WHEREAS, adoption of CIP will inform the local utilities and citizens of planned capital improvements; and

WHEREAS, advance planning and early coordination of the CIP will allow all affected agencies to better coordinate construction and rehabilitation projects; and

WHEREAS, Council's Public Works Committee met on January 28, 2019 to review the proposed CIP in detail; and

WHEREAS, a public hearing was duly noticed and held at the Dayton City Council regular meeting on February 13, 2019 to receive public testimony regarding the proposed 2019-2024 CIP; and

WHEREAS, the Plans have been reviewed by City Staff and reported to be consistent with the goals and objectives of the City of Dayton's Comprehensive Plan Update, 2015 Water Plan, 2019-2024 Six-Year Transportation Improvement Plan, Commercial Street Corridor Master Plan, 2018 Park Plan, and 2014 Levee Deficiency Plan.

**NOW, THEREFORE, CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. 6-Year Capital Improvement Plan. The City of Dayton's 2019 - 2024 6-Year Capital Improvement Plan, which is attached hereto as Exhibit "A", is adopted as the revised and extended comprehensive six-year capital improvement plan for the City of Dayton, Columbia County, Washington.

ADOPTED by the City Council of the City of Dayton, Washington on this _____ day of _____, 2019.

Craig George, Mayor

Attested/Authenticated By:

Trina Cole, City Administrator

Resolution No. 1366 - "EXHIBIT A"

City of Dayton 6 - Year Capital Improvement Plan 2019-2024						
Capital Facility Type	Existing Conditions	Planned Improvements	Location	Funding Sources	Estimated Cost	Date
Streets	Existing Inventories adopted by reference	6-year transportation improvement plans and Street and Utility Plan (SUP) adopted by reference and subsequent	See 6-Year Plan and SUP for details	City Street Fund,/City Capital Improvements Fund/ Grants/Loans/Utility Revenues	See Plans for details	See Plans for details
	Outdated street lamp technology	LED Conversion of all street lamps	City-wide	Transportation Improvement Board/Transportation Benefit District/City Street Fund/Current Expense Fund/Grants	\$ 105,000	2019
	Deferred maintenance	N. 3rd Street Bridge	N. 3rd Street	Transportation Benefit District/City Street Fund/Capital Improvement Fund	\$ 30,000	2019-2020
	Deferred maintenance in need of significant improvements and repairs	Structural, interior, exterior, electrical and mechanical improvements	Cottonwood St.	Transportation Improvement Board/Transportation Benefit District/City Street Fund/Current Expense Fund/Grants	\$ 50,000	2024
	Deferred Maintenance	Main St. Trees Replacement/Management Project	E. Main Street	Transportation Benefit District/City Street Fund/Capital Improvement Fund/Current Expense Fund/Grants	\$ 40,000	Phased
Parks and Recreation Facilities	Does not exist in various locations.	Park Sprinkler System Improvements	Pietrzycki Park	City General Fund/City Capital Improvements Fund	\$ 50,000	2019 - 2021
	Current facilities are adequate , except during peak periods	6-Year Park Plan Adopted by reference	See 6-Year Plan for details	City Current Expense Fund/City Capital Improvement Funds/Grants/Private sources	See 6-Year Plan for details	See 6-Year Plan for details
	Less than fair condition, non-ADA Compliant	Pietrzycki Park Restroom Project	Sports Complex/ Pietrzycki Park	City Current Expense Fund/City Capital Improvement Funds/Grants/Private sources	\$ 300,000	2021 - 2022
	Current equipment is acceptable, but proposed replacement meets Equipment Replacement Program	Rolling Stock/Equipment/ Hardware Replacement	Pietrzycki Park	City Current Expense Fund/City Capital Improvements Fund/Loans/Grants Sources/Private Sources	\$ 50,000	2022
Sewer	City has a mandate to remove wastewater effluent from the Touchet River for at least 6-months of each year.	Wastewater Treatment Plant Construction Project	To Be Determined	Rates and development charges, grants, and loans. Existing revenues and planned rates will support system improvements, with growth paying for growth.	\$ 16,000,000	2019-2022

Capital Facility Type	Existing Conditions	Planned Improvements	Location	Funding Sources	Estimated Cost	Date	
Sewer cont.	Fair.	Sanitary Sewer Cleaing and Inspection	Multiple Locations	Rates and development charges, grants, and loans. Existing revenues and planned rates will support system improvements, with growth paying for growth.	\$ 170,775	2019-2024	
	Adequate, but in less than fair condition	S. 3rd Street Sewer Main Line Replacement Project	Main St. to Touchet St. (School Bus Lane)		\$ 350,000	2021	
	Adequate, but in less than fair condition	S. 3rd St. Alley Sewer Main Replacements	Clay St. to Creamery St.		\$ 200,000	2022	
	Adequate, but in less than fair condition	Sewer Mainline Replacements in Alleys off of S. 1st and S. 2nd	Clay St. to Oak St.		\$ 275,000	2023	
	Adequate, but in less than fair condition	Sewer Mainline Replacements in alleys between N. 1st St and N. Cottonwood	Patit Ave. to Dayton Ave.		\$ 250,000	2024	
	Existing system plans with with facilities inventories and capacities adopted by reference	6-year sewer plans adopted by reference	See Plans for Details		See Plans for details	See Plans for details	
	Suggested Equipment Replacement Plan	Rolling Stock/Equipment/ Hardware Replacement			\$ 140,000	Varies - Phased	
	Deferred maintenance in need of significant improvements and repairs	Structural, interior, exterior, electrical and mechanical improvements	Cottonwood St.		\$ 280,000	2022	
	In conjunction with street reconstruction	N. 5th St	Tracks to HWY 12		\$ 40,000	2024	
	In conjunction with street reconstruction	N. Willow St	Dayton Ave Alley to Patit Ave		\$ 100,000	2023	
In conjunction with street reconstruction	S. 4th St	Main St to City Limits Crossings	\$ 300,000	2021			
In conjunction with street reconstruction	N. 3rd St	Main St to Dayton Ave Crossings	\$ 150,000	2020			
Water	Existing system plans with with facilities inventories and capacities adopted by reference	N. Hill Pressure Zone	See Plans for Details	Rates and development charges, grants, and loans. Existing revenues and planned rates will support system improvements, with growth paying for growth.	\$ 311,250	2019-2020	

Capital Facility Type	Existing Conditions	Planned Improvements	Location	Funding Sources	Estimated Cost	Date	
Water cont.	Existing system plans with facilities inventories and capacities adopted by reference	N. Touchet Road Area Waterline Plan	See Plans for Details	Rates and development charges, grants, and loans. Existing revenues and planned rates will support system improvements, with growth paying for growth.	\$ 72,500	2019	
	Existing system plans with facilities inventories and capacities adopted by reference	Rolling Stock/Equipment/ Hardware Replacement			\$ 134,000	Varies - Phased	
		Utility/Street Plan and GIS Component			\$ 25,000	2019	
		Hydrant Replacement Program	Multiple Locations		\$ 45,000	2020	
	USDA Loan Covenants	Test and Recalibrate Production Meters	Multiple Locations		\$ 25,000	2021	
	Existing system plans with facilities inventories and capacities adopted by reference	Automated Water Meter Replacement Project	Multiple Locations		\$ 60,000	2022	
	USDA Loan Covenants	Telemetry System Replacement			\$ 100,000	2023	
		S. 8th Street Waterline Replacement Project			\$ 127,000	2023	
		W. Dayton Ave Waterline Replacement Project			\$ 62,300	2023	
	Existing system plans with facilities inventories and capacities adopted by reference	Syndicate Hill Pressure Zone Planning	Upper Hill		\$ 60,300	2024	
	State Mandated	Water System Plan Update			\$ 50,000	2024	
	Existing system plans with facilities inventories and capacities adopted by reference	Water Well Reconditioning/ Replacement			\$ 35,000	2024	
	Fair	S. 3rd Street Water Main Line Improvements	See Street and Utility Plan for details		\$ 240,000	2021	
	In conjunction with street reconstruction	Commercial Street	Front St to 4th St		\$ 200,000	2023	

Capital Facility Type	Existing Conditions	Planned Improvements	Location	Funding Sources	Estimated Cost	Date	
Water cont.	In conjunction with street reconstruction	East Washington St	1st St to 4th St	Rates and development charges, grants, and loans. Existing revenues and planned rates will support system improvements, with growth paying for growth.	\$ 150,000	2021	
	In conjunction with street reconstruction	N Willow St	Weinhard Rd to Patit Ave		\$ 150,000	2023	
	Deferred maintenance in need of significant improvements and repairs	Structural, interior, exterior, electrical and mechanical improvements	Cottonwood St.		\$ 280,000	2022	
	In conjunction with street reconstruction	N 3rd St	Main St to Dayton Ave		\$ 200,000	2020	

Capital Facility Type	Existing Conditions	Planned Improvements	Location	Funding Sources	Estimated Cost	Date	
Flood Mitigation/Levee	Marginally acceptable. US Corps of Engineers recommendation	Touchet River Levee Improvements	Along the Touchet River from City limits to	City General Fund/City Street Fund/Utility Rates/Flood Control Zone District	\$ 400,000	2019-2023	
		Touchet River/Patit Creek Flood Mitigation Study	Touchet River and Patit Creek areas	Street Fund /DOE/FEMA/Utility Revenue Funds/Commerce	\$ 288,750		2023
Cemetery Services	Adequate, but in less than fair condition	Cemetery Sprinkler System Improvements	Dayton City Cemetery	City/Private Sources	\$ 125,000	2022	
	Deferred maintenance in need of significant improvements and repairs	Structural, interior, exterior, electrical and mechanical improvements	Dayton City Cemetery	Current Expense Fund/City Street Fund/Capital Improvements Fund/Water and Sewer revenue sources	\$ 100,000	Phased	
	Equipment Replacement Program	Rolling Stock/Equipment/ Hardware Replacement	City Hall, 111 S. 1st Street	City Street Fund/Capital Improvements Fund/Water and Sewer revenue sources	\$ 32,000	2021	
General Services	Deferred maintenance in need of significant improvements and repairs	Structural, interior, exterior, electrical and mechanical improvements	City Hall, 111 S. 1st Street	Current Expense Fund/City Street Fund/Capital Improvements Fund/Water and Sewer revenue sources	\$ 125,000	Phased	
	Equipment Replacement Program	Equipment/Hardware	City Hall, 111 S. 1st Street	City Street Fund/Capital Improvements Fund/Water and Sewer revenue sources	\$ 32,000	2021	
	Deferred maintenance in need of significant improvements and repairs	Structural, interior, exterior, electrical and mechanical improvements	City Shop, Cottonwood Ave.	City Street Fund/Capital Improvements Fund/Water and Sewer Revenues	\$ 98,000	Phased	
	Equipment Replacement Program	Equipment/Hardware	City Hall, 111 S. 1st Street	City Street Fund/Capital Improvements Fund/Water and Sewer Revenues	\$ 22,000	2021	

RESOLUTION NO. 1367

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ON-CALL ENGINEERING, ARCHITECTURAL AND GENERAL LAND SURVEYING SERVICES TO ANDERSON PERRY & ASSOCIATES, INC.; AND, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ANDERSON PERRY & ASSOCIATES, INC., FOR SAID SERVICES.

WHEREAS, the City Council of the City of Dayton (“City”) needs engineering, architectural or general land surveying services (“Services”) from time to time; and

WHEREAS, on December 10, 2018, the City issued a Request for Proposal (RFP) from consulting firms qualified to provide the Services; and

WHEREAS, the City received two responses in response to the City’s RFP; and

WHEREAS, the Consultant Evaluation Committee consisting of the Mayor, Council Public Works Committee, and Public Works Director independently evaluated the responses based on “Evaluation Criteria” provided in the RFP;

WHEREAS, the evaluations found Anderson Perry & Associates, Inc., as the most qualified consultant to begin negotiations towards an agreement to perform the Services;

WHEREAS, the Evaluation Committee has completed its negotiations with Anderson Perry & Associates, Inc., for said services; and

WHEREAS, the Evaluation Committee is recommending that the City Council award the professional services contract to Anderson Perry & Associates, Inc., and that the Mayor be granted the authority to execute a professional services agreement with Anderson Perry & Associates, Inc, to perform the Services as described in Exhibit “A”, attached hereto.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Award. The City Council hereby awards the contract for professional services for the on-call general engineering, architectural and general land surveying services to the most qualified consultant, Anderson Perry & Associates, Inc. beginning February 13, 2019 – January 31, 2022.

Section 2. Authorization. The Mayor is hereby authorized to execute the Engineering Services Agreement with Anderson Perry & Associates, Inc., to perform the professional services for the City of Dayton as provided in Exhibit “A”, attached hereto.

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING ON THE _____ DAY OF _____, 2019.

City of Dayton

Craig George, Mayor

Attested/Authenticated:

Trina Cole, City Administrator

Resolution No. 1367:
Exhibit "A"

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made this 13th day of February, 2019, by and between the City of Dayton, hereinafter referred to as the CITY, and Anderson Perry & Associates, Incorporated, hereinafter referred to as the ENGINEER. This Agreement shall terminate on January 31, 2022.

The CITY intends to complete miscellaneous public works projects. Engineering tasks on projects may include planning, conceptual design, design, construction engineering, and other work elements.

The ENGINEER agrees to assist the CITY with miscellaneous project elements and other associated work as requested by the CITY.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

General

It is intended for this Agreement to cover different elements of work, hereinafter referred to as TASK ORDERS. TASK ORDERS will be specifically defined by Amendment later as authorized by the CITY. The ENGINEER shall provide planning, conceptual design, design, construction engineering, and/or other engineering services as appropriate for each TASK ORDER as generally defined by this Agreement and as specifically required by each TASK ORDER. Each TASK ORDER shall constitute a separate and severable portion of the Agreement and each TASK ORDER may be enforced as a separate contract without regard to other TASK ORDERS or their termination, cancellation, or supervision.

Planning and Conceptual Design

After acceptance by the CITY and upon authorization of CITY to proceed,

1. The ENGINEER shall assist the CITY in identifying, evaluating, and prioritizing facility improvements.
2. Such assistance shall be provided in close coordination with appropriate CITY staff.
3. The ENGINEER shall provide services as may be required to assist the CITY in obtaining funding for projects. Work may include assistance in preparing grant and loan applications, preparation of environmental data, assistance in public meetings and hearings, assistance during local bond elections, updating cost estimates, etc. The ENGINEER shall meet with the CITY and representatives of local, state, and federal agencies from time to time as necessary.

4. The ENGINEER shall prepare conceptual designs and review the designs with the CITY and applicable agencies. The ENGINEER shall also prepare a preliminary opinion of probable construction cost and probable total project cost based upon conceptual design.

Design Engineering

Upon approval by the CITY of the project scope and opinion of probable total project cost, and upon approval to proceed, the ENGINEER shall provide the following:

1. Complete the necessary project surveying and mapping; accomplish the final designs of the project; prepare final Drawings, Specifications, and Contract Documents; and make adjustments as needed to the opinion of probable construction cost and probable total project cost based on these final designs. Design activities will be coordinated with the CITY as necessary for each project.
2. Prepare and furnish to the CITY a final map showing the needed construction and permanent easements, and any lands to be acquired. Property surveys, property plats, legal descriptions, and negotiations for land rights shall be accomplished by the CITY unless the CITY requests the ENGINEER to perform these services. When the ENGINEER is requested to perform such services and make detailed property surveys, the ENGINEER will perform the work under "Other Engineering Services."
3. Prepare and furnish Bidding Documents for review and approval by the CITY, its legal counsel and other advisors as appropriate, and appropriate agencies. The ENGINEER's services under the Design Engineering phase shall be considered complete when the final Bidding Documents are approved by the CITY and other governmental authorities having jurisdiction.

Construction Engineering

After acceptance by the CITY and appropriate agencies of the Bidding Documents and upon authorization by the CITY to proceed, the ENGINEER shall:

1. Assist the CITY in advertising for and obtaining bids for the work and maintain a record of prospective bidders to whom Bidding Documents have been issued. Attend Pre-Bid Conferences, if held, and answer questions from prospective bidders and suppliers.
2. Furnish copies of the Bidding Documents as required by prospective bidders, material suppliers, and other interested parties. The ENGINEER may charge bidders and suppliers for such copies to offset the cost of printing and handling expenses.
3. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
4. Consult with the CITY as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist the CITY in evaluating Bids or proposals, and in assembling and awarding contracts for the work.

6. After the award of the construction contract by the CITY, the ENGINEER shall meet with the Contractor and the CITY in a Preconstruction Conference to discuss project schedules, procedures, etc.
7. Review and take other appropriate action with respect to Shop Drawings and Samples and other data which the Contractor is required to submit. Such action is only to determine conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
8. Provide general engineering review of the work of the Contractor as construction progresses. The ENGINEER shall also provide full-time or part-time Project Representatives on site as appropriate to review the work. The ENGINEER shall keep the CITY informed as to any known deviations from the general intent of the Contract Documents or agreements made at the Preconstruction Conference. Copies of regular progress reports will be sent to the CITY and the Contractor. The ENGINEER's undertaking hereunder shall not relieve the Contractor of his/her obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner. The ENGINEER shall not, as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
9. Keep the CITY informed concerning progress of the work and attend meetings held by the CITY, outside agencies, and the Contractor as they relate to the project.
10. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
11. Provide construction staking as may be required to provide control to be used by the Contractor as called for in the Contract Documents.
12. Provide testing services as the work progresses to monitor the Contractor's compliance with the Contract Documents. Such tests may include soils gradation and compaction tests, concrete tests, etc. Such testing will not replace the Contractor's own testing nor relieve the Contractor from providing his own quality control.
13. Prepare change orders for the CITY's approval that are necessary for the proper completion of the work by the Contractor.

14. Review the Contractor's requests for progress payments and, based upon on-site observation, recommend the amounts the Contractor should be paid. Such recommendations of payment will constitute the ENGINEER's representation to the CITY, based on such observations and review that, to the best of the ENGINEER's knowledge, information, and belief, the work has progressed to the point indicated. In the case of unit price work, the ENGINEER's recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, the ENGINEER shall not thereby be deemed to have represented that observations made by the ENGINEER to check the quality or quantity of the Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the ENGINEER in this Agreement and the Contract Documents. Neither the ENGINEER's review of the Contractor's work for the purposes of recommending payments, nor the ENGINEER's recommendation of any payment including final payment will impose on the ENGINEER any responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. It will also not impose responsibility on the ENGINEER to make any examination to ascertain how or for what purposes the Contractor has used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the CITY and the Contractor that might affect the amount that should be paid.

15. Receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents including Shop Drawings, Samples, and other data and marked-up Record Drawings which are to be assembled by the Contractor in accordance with the Contract Documents.
16. Prepare and furnish to the CITY one set of reproducible project Record Drawings showing appropriate record information based on project documentation received from the Contractor and the ENGINEER's Project Representative. It is recognized that these Drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
17. Following notice from the Contractor that the Contractor considers the entire work ready for its intended use, in company with the CITY, appropriate outside agencies, and the Contractor, conduct an inspection to determine if the work is substantially complete. If, after considering any objections of the CITY, the ENGINEER considers the work substantially complete, the ENGINEER shall deliver a certificate of Substantial Completion to the CITY and the Contractor.
18. In company with the CITY's representatives and appropriate outside agencies, conduct a final inspection to determine if the completed work of the Contractor is acceptable so that the ENGINEER may recommend, in writing, final payment to the Contractor.

19. Prepare an Operation and Maintenance Manual for the project if one is required. The Operation and Maintenance Manual shall be presented to the CITY in a separate bound document at the completion of the project. The ENGINEER may require the Contractor to supply, as a construction specification provision, supplemental information to be used in conjunction with the manual such as operation and maintenance information on specific equipment, manufacturer's catalogs, parts lists, etc.
20. The Construction Engineering services shall be considered complete when the Construction project is accepted by the CITY and when Operation and Maintenance materials and Record Drawings have been provided to the CITY.

Other Engineering Services

In addition to the foregoing being performed, the following services may be provided by the ENGINEER when requested by the CITY, as required.

1. Provide engineering services as may be required to assist the CITY in obtaining construction funding for each project through various funding programs as requested by the CITY. Work may include assistance in preparing technical portions of grant and loan applications, technical assistance with environmental checklists and assessments, assistance in public meetings, ongoing coordination and agreements with funding agencies, advance preparation of utility rate studies, assistance with fact sheets and other information for meetings, bonding, updating cost estimates, and other funding services that may be required.
2. Assist the CITY with the preparation of applications for water rights, water/sewer user ordinances, water/sewer rate schedules, Water Conservation Plans, and other user guidelines that may be required by the CITY or regulatory agencies. The ENGINEER shall also assist with public meetings and hearings relating to these applications, studies, and ordinances.
3. Assist the CITY with obtaining permits, applications, outside utility services, etc., as necessary for the work. The CITY shall pay all fees associated with such permits and applications, if such fees are required. The ENGINEER is not responsible for such fees.
4. Assist the CITY with property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements. Such work may include appearances before courts and boards on these matters.
5. Redesign work when requested to do so by the CITY. Such work shall include changes in the design, after the conceptual design stage, that are beyond the control of the ENGINEER, and/or changes in the Bidding Documents after such plans have been accepted by the CITY.
6. Special tests, specialized geological, hydraulic, or other studies or tests other than as previously outlined herein that may be required on the project.
7. Additional administrative services as needed in administering the project, project grants, and other financial assistance programs with outside agencies. Such services may include preparation of requests for funds, reports, coordinating meetings, audit data, and other support

as appropriate to help facilitate the overall project development in accordance with local, state, and federal requirements.

8. Preparing to serve or serving as a consultant or witness for the CITY in any litigation, arbitration, or other dispute resolution process relating to the project.
9. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected, or delayed work by the CONTRACTOR, (4) acceleration of the progress schedule involving services beyond normal working hours, (5) longer construction time than anticipated, or (6) default by the CONTRACTOR.
10. Soil tests and borings as required to evaluate subsurface soil conditions.
11. Post-construction assistance to the CITY in the refining and adjusting of equipment, staff-training, or documentation of facilities performance.

SECTION B - RESPONSIBILITIES OF CITY

1. The CITY shall provide the ENGINEER with all criteria and full information as to the CITY's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; furnish copies of all design and construction standards which the CITY will require to be included in the Drawings and Specifications; and furnish copies of the CITY's standard forms, conditions, and related documents for the ENGINEER to include in the Bidding Documents, when applicable.
2. The CITY shall furnish to the ENGINEER all available information pertinent to the project including reports and data relative to previous designs, all existing maps, field survey data, lines of streets and boundaries or rights-of-way, and other surveys presently available. The CITY shall also provide all known information concerning the existing underground utilities, etc., that could impact the proposed improvements.
3. The CITY shall provide for full, safe, and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
4. The CITY shall give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of a Hazardous Environmental Condition or of any development that affects the scope or time of performance of the ENGINEER's services, or any defect or nonconformance in the ENGINEER's services or in the work of any Contractor.
5. The CITY shall pay for any agency plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities, and shall secure the necessary land easements, rights-of-way, and construction permits.
6. The CITY shall examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by the ENGINEER (including obtaining the advice of an attorney, insurance counselor, and other consultants as the CITY deems appropriate with respect to such examination) and render timely decisions pertaining thereto.

7. The CITY shall obtain, with guidance from the ENGINEER, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the project designed or specified by the ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the project.
8. The CITY shall provide, as required for the project:
 - a. accounting, bond, and financial advisory and insurance counseling services;
 - b. legal services with regard to issues pertaining to the project as the CITY requires, the Contractor raises, or the ENGINEER reasonably requests; and
 - c. such auditing services as the CITY requires to ascertain how or for what purpose the Contractor has used the monies paid.
9. The CITY shall advise the ENGINEER in a timely manner of the identity and scope of services of any independent consultants employed by the CITY to perform or furnish services in regard to the project.
10. The CITY shall attend the Pre-Bid Conference, Bid Opening, Pre-Construction Conferences, construction progress, and other job-related meetings and Substantial Completion, final payment, and warranty inspections.

SECTION C - COMPENSATION FOR ENGINEERING SERVICES

1. The CITY and ENGINEER will select one of two compensation methods for each task order:
 - a. The CITY shall compensate the ENGINEER in a lump sum amount for each TASK ORDER element so designated. If, during the course of the work, the scope of the work should substantially change, the CITY and the ENGINEER shall review and amend this section of the contract as necessary.
 - b. The CITY shall compensate the ENGINEER on a time and materials not to exceed basis according to the ENGINEER's current fee schedule (Attachment A; adjusted annually) for each TASK ORDER so designated. If, during the course of the work, the scope of the work should substantially change, the CITY and the ENGINEER shall review and amend this section of the contract as necessary.
2. Direct reimbursable expenses shall include, but not be limited to, such direct job costs as the cost of travel, subsistence, lodging, document printing, outside consultants, special tests and services of special consultants, etc. Direct reimbursable expenses may include a 10 percent additional fee to cover handling, overhead, insurance costs, etc. Mileage shall be charged at the standard IRS rate. There shall be no charge for secretarial services, telephone calls, and postage.
3. The CITY agrees to pay the ENGINEER for the services provided in accordance with this Agreement on a monthly basis for the services actually provided. The ENGINEER will render to the CITY an itemized bill no more than once each month, for compensation for such services performed hereunder, the same to be due and payable by the CITY to the ENGINEER.

Past due amounts owed shall include a service fee charge of 10 percent annual interest beginning the 60th day after the date of billing. The ENGINEER may suspend work under this Agreement until the account is paid in full. In the event suit is brought or an attorney is retained by either party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

SECTION D - GENERAL PROVISIONS

1. Approval of this Agreement by the CITY and the ENGINEER will serve as written authorization for the ENGINEER to proceed with the services called for in subsequent executed TASK ORDERS.
2. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
3. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the projects. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, Drawings, Specifications, reports, and other services.
5. Any opinion of the probable construction cost or probable total project cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CITY. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CITY.
6. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
7. This Agreement represents the entire and integrated agreement between the CITY and the ENGINEER for engineering services and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and the ENGINEER.
8. Original documents, survey notes, tracings and the like, except those furnished to the ENGINEER by the CITY, are and shall remain the property of the ENGINEER except as otherwise provided in Section 12 of this Agreement. Documents, including Plans and Specifications prepared under this Agreement, are instruments of service of the ENGINEER. Reuse of any of the Plans and

Specifications that may be developed during the projects by the CITY on extensions of projects or on any other project without the written permission of the ENGINEER shall be at the CITY's risk. The CITY agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages, and expenses including attorneys' fees arising out of such reuse of the ENGINEER's instruments of service by the CITY. The ENGINEER shall make available to the CITY, when requested, all documents, Plans, pictures, etc., that are prepared as part of the ENGINEER's services under this Agreement. In addition to furnishing documents and copies of documents on projects, the ENGINEER agrees to furnish copies of the full-sized drawings in an AutoCADD digital format to be designated by the CITY. The ENGINEER shall be permitted to remove all indicia of its ownership and/or involvement from electronic records. The CITY acknowledges the ENGINEER's project documents as instruments of professional service. Nevertheless, all documents including signed and sealed record drawings, specifications, reports, and supporting documents provided or furnished by the ENGINEER pursuant to this Agreement are instruments of service in respect of the project and shall become the property of the CITY upon payment to the ENGINEER of compensation as set forth herein. There will be no cost for these documents except for labor, reproduction, and copying costs. The ENGINEER may retain copies of documents for their records.

9. There are no third party beneficiaries of this Agreement between the CITY and the ENGINEER and no third party shall be entitled to rely upon any work performed or reports prepared by the ENGINEER hereunder.
10. Neither the CITY nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
11. The CITY reserves the right to request replacement of any Project Representatives furnished by the ENGINEER.
12. The CITY may, by written notice to the ENGINEER, terminate this Agreement in whole or in part any time, without cause, or for the default of ENGINEER. Upon such termination, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in the exclusive performance of this Agreement shall, in the manner and to the extent determined by the CITY, become the property of and be delivered to the CITY.

If the termination is without cause by the CITY, an equitable adjustment in the Agreement price shall be made by agreement between ENGINEER and the CITY in the compensation to be paid ENGINEER under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services. Either party may do so by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure and demand correction or remedy thereof in ten (10) days. In the event of failure to remedy or correct in ten (10) days, this Agreement may be terminated in writing at the option of the party giving the prior notice.

The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

13. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Washington.
14. The ENGINEER shall acquire and maintain statutory Worker's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.
15. The CITY shall purchase and maintain property insurance upon the work to the full insurable value thereof. The insurance shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage, boiler and machinery insurance or additional property insurance, all as may be appropriate for the project. The ENGINEER shall have, and maintain through the Contract period, insurance and benefits in the following minimum requirement:

Professional liability and commercial general liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000 and provide evidence of such insurance in a form acceptable to CITY.
16. The CITY and the ENGINEER acknowledge that changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the Plans and Specifications or changes that are identified during construction which will result in an overall better end project for the CITY, or changes which are necessary due to unusual field conditions, or construction circumstances beyond the control of the CITY, ENGINEER, or Contractor. As a consequence of the above, the CITY realizes that the Construction Contractor may be entitled to additional payment. The CITY agrees to set up a reserve in the project budget to be used as required to make additional payments to the Construction Contractor with respect to such changes. When additional payments are due to the Contractor, they will be made in accordance with an approved Change Order.
17. The ENGINEER shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The ENGINEER shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.
18. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the CITY, the CITY's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of the ENGINEER or the ENGINEER's officers, directors, partners, employees, agents, and the ENGINEER's Consultants in the performance and furnishing of the ENGINEER's services under this Agreement.
19. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the ENGINEER, the ENGINEER's officers, directors, partners, employees, and agents and the ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or

omissions of the CITY or the CITY's officers, directors, partners, employees, and the CITY's Consultants with respect to this Agreement or the project.

20. ENGINEER shall protect, hold free and harmless, defend and pay on behalf of the CITY (including its mayor, council members, and employees) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments, (including attorney's fees) resulting from injury or death, sustained by any person (including ENGINEER's employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with ENGINEER's performance of this contract. ENGINEER's hold harmless agreement shall apply to any act or omission, willful misconduct or negligence whether passive or active, on the part of ENGINEER (its agents or employees); except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from negligence or willful misconduct, whether passive or inactive, of CITY.

This Agreement is executed in duplicate the day and year written at the beginning of this Agreement.

CITY:

ENGINEER:

City of Dayton

Anderson Perry & Associates, Inc.

By _____

By  _____

Name _____

Name Jake Holloper, P.E.

Title _____

Title Vice President

ATTACHMENT A HOURLY FEE SCHEDULE

April 1, 2018

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS	ENGINEERING	ARCHAEOLOGY
Technician\$ 35.00	Engineering Technician I \$ 95.00	Archaeological Intern\$ 45.00
Technician I\$ 50.00	Engineering Technician II \$100.00	Archaeologist Technician I\$ 55.00
Technician II\$ 60.00	Engineering Technician III \$105.00	Archaeologist Technician II\$ 60.00
Technician III\$ 65.00	Engineering Technician IV \$110.00	Archaeologist Technician III\$ 65.00
Technician IV\$ 75.00	Engineering Technician V \$115.00	Senior Archaeologist I\$ 85.00
Technician V\$ 80.00	Engineering Technician VI..... \$125.00	Senior Archaeologist II\$100.00
Technician VI\$ 85.00	Staff Engineer I\$100.00	Senior Archaeologist III\$110.00
Technician VII\$ 95.00	Staff Engineer II\$105.00	
Senior Technician I\$100.00	Staff Engineer III\$110.00	PROJECT REPRESENTATIVES
Senior Technician II\$105.00	Project Engineer I\$115.00	Project Representative I\$ 85.00
Senior Technician III\$110.00	Project Engineer II\$120.00	Project Representative II\$ 95.00
Senior Technician IV\$115.00	Project Engineer III\$130.00	Project Representative III\$100.00
Senior Technician V\$120.00	Project Engineer IV\$135.00	Project Representative IV\$105.00
Senior Technician VI\$125.00	Senior Engineer I\$145.00	
Senior Technician VII\$150.00	Senior Engineer II\$150.00	PLANNING
Senior Technician VIII\$170.00	Senior Engineer III\$155.00	Senior Planner\$125.00
	Senior Engineer IV\$165.00	
	Senior Engineer V\$170.00	OVERTIME
	Senior Engineer VI\$175.00	Overtime Surcharge\$ 35.00
	Senior Engineer VII\$180.00	
	Senior Engineer VIII\$195.00	

SURVEYORS AND CREWS

Survey Technician I\$ 60.00	Survey Crew Chief IV..... \$115.00	Robotic Survey Station\$ 30.00
Survey Technician II\$ 70.00	Professional Land Surveyor I ... \$115.00	Total Station\$ 23.00
Survey Technician III\$ 75.00	Professional Land Surveyor II ... \$125.00	ATV (4-hour minimum)\$ 30.00
Survey Technician IV\$ 80.00	Professional Land Surveyor III .. \$135.00	Resource Grade GPS\$ 20.00
Survey Crew Chief I\$ 85.00	Professional Land Surveyor IV . \$150.00	Electrofischer\$ 25.00
Survey Crew Chief II\$100.00	Professional Land Surveyor V .. \$160.00	Unmanned Aircraft System
Survey Crew Chief III\$110.00	GPS Total Station\$ 40.00	(UAS/Drone)\$ 45.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.545 per mile for standard highway vehicles as of January 1, 2018. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice will be charged a service fee of 1.0% per month.

RESOLUTION NO. 1368

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH JAMES S. COSTELLO FOR SERVICES AS PUBLIC WORKS DIRECTOR FOR THE CITY OF DAYTON.

WHEREAS, the City Council of the City of Dayton has been duly elected and is authorized to enter into contracts pursuant to RCW 35A.12.190; and

WHEREAS, James S. Costello has served the City since March 1, 1995 and currently serves as the City's Public Works Director, and

WHEREAS, the City desires to continue to employ James S. Costello to serve as Public Works Director and said James S. Costello desires to continue with the City in the position of Public Works Director of the City of Dayton; and

WHEREAS, the City and James S. Costello wish to establish terms and conditions under which the employment relationship will continue; and

WHEREAS, an employment agreement has been prepared in the form attached hereto as Exhibit "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. The employment agreement between the City of Dayton and James S. Costello, in the form attached hereto as Exhibit "A" is hereby authorized and approved.

Section 2. The Mayor is hereby authorized to execute the employment agreement on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. This resolution shall take effect and be in full force upon passage and signatures hereon.

Approved and signed this _____ day of _____, 2019.

CITY OF DAYTON

Craig George, Mayor

Attested by:

Debra M. Hays, Deputy City Clerk

Approved as to Form:

Quinn Plant, City Attorney

Exhibit "A"
Resolution No. 1368

City of Dayton
Public Works Director
Employment Agreement

THIS AGREEMENT is made this _____ day of _____, 2019, between the City of Dayton, hereinafter referred to as "Employer" and James S. Costello, the City of Dayton's Public Works Director, hereinafter referred to as "Employee".

WHEREAS, the City of Dayton is organized as a municipality under the Revised Code of Washington (RCW 35A.12) as a non-charter, code city, Mayor/Council form of government, and

WHEREAS, James S. Costello has served the City since March 1, 1995 and currently serves as City's Public Works Director, and

WHEREAS, the City desires to continue to employ James S. Costello to serve as Public Works Director and said James S. Costello desires to continue with the City for the position of Public Works Director of the City of Dayton; and

WHEREAS, the purpose of this Agreement is to establish terms and conditions under which the relationship will continue; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Employer and the Employee do hereby agree as follows.

AGREEMENT

Section 1: Term.

- A. Effective Date.** This Agreement shall become effective on the date executed by both parties.
- B. Term of Agreement.** This Agreement contemplates a three (3) year term of employment commencing on the Effective Date.
- C. Renewal.** This Agreement may not be renewed.

Section 2: Duties and Authority.

The Employee shall operate within the statutory authority of strong Mayor - Council form of government, as set forth in RCW Chapter 35A.12. The Employee shall be responsible for executing the policies of the City established by the City Council in its ordinances, motions, and resolutions, and/or as assigned from time to time by the Mayor as provided in Chapter 1-4A of the Dayton Municipal Code. The Employee shall perform all duties described in the position description, if any, for the Public Works Director.

Section 3: Compensation.

- A. Base Salary.** Employee's salary shall be set and paid in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees. Employee shall be considered for future salary adjustments, all in accordance with the salary increase schedule for other non-represented City employees.
- B. COLA.** The Employer agrees to increase the Employee's compensation each year by the same Cost Of Living Adjustment (COLA) granted to other regular full-time City employees starting in the year 2019.
- C. Merit Program.** The Employee is eligible to participate in the Employer's Merit Award Program as established in accordance with the City of Dayton Personnel Policies and Procedures, so long as that program remains in effect and as provided.
- D. Salary Reduction.** The Employer agrees not to reduce the salary or other financial benefits paid to the Employee in a percentage greater than any reduction applicable to all City employees.
- E. Automatic Amendment.** This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City of Dayton Personnel Policies and Procedures manual.
- F. Longevity.** The Employer shall pay longevity pay in accordance with the City of Dayton Personnel Policies and Procedures manual.

Section 4: Health, Life Insurance and Disability Benefits

- A. Medical/Dental/Vision.** The Employer agrees to provide and to pay the premiums for medical, dental, and vision insurance for the Employee and his/her dependents for coverage levels equal to that which is provided to all other regular full-time City employees.
- B. Life/Disability.** The Employer agrees to provide Employee with the same life, disability, and other insurance policies provided to, or as may be provided to, all other regular full-time City employees.

Section 5: Vacation Leave, Sick Leave and Holidays

- A.** Employee shall maintain his existing vacation and sick leave schedule in accordance with the City of Dayton Policies and Procedures for other regular non-represented full-time employees of the City.
- B. Recognized Holidays.** The Employee shall receive the same paid recognized City holidays as all other regular non-represented full-time City employees.

Section 6: Retirement, Deferred Compensation, and Miscellaneous Financial Benefits

- A. Retirement Plan. Retirement Plan.** The Employer agrees to continue to contribute to the state employee retirement plan (PERS) and Social Security/Medicare
- B. Additional Benefits.** The Employee is entitled to receive any and all other financial benefits that currently are or may be offered to regular full-time City employees as provided in the City of Dayton Personnel Policies and Procedures manual.

Section 7: General Business Expenses

- A. Professional Organizations and Development.** Subject to sufficient budget resources, the Employer agrees to budget for and to pay for the following:
1. Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer;
 2. Travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which the Employee serves as a member;
 3. Travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- B. General Expenses.** The Employer recognizes that certain expenses of a work-related nature may be incurred by the Employee and agrees to reimburse or to pay said work-related expenses in the same manner as other City employees in accordance with City of Dayton Personnel Policies and Procedures.
- C. Civic Organizations.** The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the Employer shall pay for the reasonable membership fees, meals, and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Section 8: Termination

- A. Termination by the City without cause.** Consistent with RCW 35A.12.090, the Employee may be terminated from employment with the Employer by the mayor for any reason or for no reason at all. In the event the Employee is terminated during the three (3) year term of this Agreement for any reason than for "cause," as defined in Section 8.C of this Agreement, the Employer will be responsible for paying the Employee's salary and benefits for a period of twelve (12) months following the effective date of termination.
- B. Termination by the Employee.** The Employee may terminate his employment with the Employer through voluntary resignation. The Employee shall endeavor to provide at least forty-five (45) days' notice, but not less than thirty (30) days' notice of his intent to terminate his employment, unless both Parties agree otherwise. The Employer may, at its option, discharge the Employee immediately and pay salary and benefits as if the Employee were fully employed until the end of the notice period.
- C. Termination for Cause.**
1. The Employee may be terminated for "cause" if the Employer has a fair and honest cause or reason to terminate the Employee regulated by good faith on the part of the Employer and based on facts:
 - a. that are supported by substantial evidence; and
 - b. that are not based upon any arbitrary, capricious, or illegal reason. Acts, errors, or

omissions that discredit the City, or materially impair the provision of orderly services to the citizens of the City, as determined by the mayor, shall constitute "cause".

2. The following are additional examples of the types of conduct that may constitute "cause" and result in termination for cause-this list is not exhaustive nor is it intended to identify all possible bases for termination for "cause":
 - a. Consumption or possession of alcohol, illegal drugs, or controlled substances on the job, or arriving at work under the influence of alcohol, illegal drugs, or controlled substances;
 - b. Violation of a lawful duty;
 - c. Insubordination;
 - d. Conviction of a felony or misdemeanor involving moral turpitude;
 - e. Acceptance of fees, gratuities, or other valuable items in the performance of the Employee's official duties for the City; or
 - f. Engaging in any transaction or activity that is in conflict with or incompatible with the proper discharge of official duties.
3. The procedure for implementing termination for cause shall be in accordance with the principles of due process as hereafter set forth:
 - a. Prior to termination, the Employer shall notify the Employee of the reason(s) he/she is being terminated for cause and provide the Employee with an opportunity to respond prior to any final action being taken. Said response may be oral, in writing, or both oral and written.
 - b. The purpose of the foregoing procedure is to permit the Employee to intelligently respond to the reason(s) for termination for cause before a decision is irreversibly made, thus providing the Employer with an opportunity to re-evaluate the proposed decision in light of the Employee's response.
4. Upon termination for cause under this Section, this Agreement shall be terminated and no further salary or benefits may be paid to the Employee.

Section 9: Employee Evaluations

The Mayor shall review and evaluate the performance of the Employee in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees.

Section 10: Hours of Work.

It is recognized that the Employee must devote time outside normal office hours on business for the Employer, and to that end the Employee shall be allowed to establish an appropriate work schedule. As a guideline, as a minimum the Employer expects approximately forty (40) hours of service per week. The Employee's classification is "Exempt" and this position is not covered by the FLSA or eligible for overtime compensation. However, because the Employee must also devote considerable professional time outside of normal office hours, the Employer agrees that the Employee will be allowed to take time off during normal work hours in exchange for professional time devoted outside of normal office hours, provided such time off is not disruptive to the needs of the City.

Section 11: Compliance with Laws and the City Employee Handbook

In performing the services contemplated by this Agreement, the Employee shall faithfully observe

and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services to be rendered under this Agreement. The Employee shall also abide by the Employer's policies and procedures as outlined in the City of Dayton Employee Handbook, as currently adopted and as amended from time to time, unless they conflict with this Agreement, in which case this Agreement shall prevail.

Section 12: Discrimination Prohibited

With regard to the work performed by the Employee under this Agreement, the Employee shall not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, marital status, sexual orientation, or the presence of any physical, sensory, or mental disability in any aspect of the Employee's work including, but not limited to, the selection and retention of employees, procurement of materials or supplies, or the letting of contracts.

Section 13: Indemnification and Professional Liability Insurance

The Employer agrees to indemnify, insure, and hold harmless, including separate legal counsel if the Employer cannot represent the Employee, for any and all civil legal actions brought against the Employee arising from the lawful discharge of his/her duties during his/her employment as City Manager. The Employer shall also provide professional liability insurance to cover actions taken by the Employee during the course and scope of his/her employment.

Section 14: Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Confidentiality.

The Employee agrees that his position is a managerial position and acknowledges that he will occupy a position of confidentiality involving personnel and legal matters.

Section 16: General Provisions

- A. Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements or understandings between the parties.
- B. Amendments.** The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- C. No Waiver.** The waiver by any party of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
- D. Severability.** If any term of this Agreement is held to be illegal, void, or unenforceable for any reason, in full or in part, such holding shall not affect the validity and enforceability of any remaining provisions of this Agreement and said remaining provisions shall be deemed to be in full force and effect.
- E. Assignment.** This Agreement is for the services of a specific individual chosen for his/her unique qualifications and is not assignable. Subject to the foregoing, payments due shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

- F. Attorneys' Fees.** In the event of mediation, arbitration, or litigation between the parties arising out of or in any way related to any term set forth in this Agreement, each party shall pay all of its own attorney's fees, costs, and expenses.
- G. Governing Law and Venue.** This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue for any dispute related to this Agreement shall be Columbia County, Washington.
- H. Independent Counsel.** The Employee acknowledges that the drafter of this Agreement is the Employer's legal representative to whom the Employee does not look to for any legal counseling or legal advice with regard to this transaction. The Employee further acknowledges that he/she has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Employee acknowledges that he/she has consulted with independent legal counsel of his/her choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.
- I. Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 2019.

CITY OF DAYTON

EMPLOYEE

Craig George, Mayor

James S. Costello

Attested by:

Debra M. Hays, Deputy City Clerk

RESOLUTION NO. 1369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH DEBRA M. HAYS FOR SERVICES AS DEPUTY CITY CLERK FOR THE CITY OF DAYTON.

WHEREAS, the City Council of the City of Dayton has been duly elected and is authorized to enter into contracts pursuant to RCW 35A.12.190; and

WHEREAS, Debra M. Hays has served the City since January 2, 2002 and currently serves as Deputy Clerk for the City of Dayton, and

WHEREAS, the City desires to continue to employ Debra M. Hays to serve as Deputy Clerk and said Debra M. Hays desires to continue in the position of Deputy Clerk of the City of Dayton; and

WHEREAS, the City and Debra M. Hayes wish to establish terms and conditions under which the employment relationship will continue; and

WHEREAS, an employment agreement has been prepared in the form attached hereto as Exhibit "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. The employment agreement between the City of Dayton and Debra M. Hays, in the form attached hereto as Exhibit "A" is hereby authorized and approved.

Section 2. The Mayor is hereby authorized to execute the employment agreement on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. This resolution shall take effect and be in full force upon passage and signatures hereon.

Approved and signed this _____ day of _____, 2019.

CITY OF DAYTON

Craig George, Mayor

Attested by:

Debra M. Hays, Deputy City Clerk

Approved as to Form:

Quinn Plant, City Attorney

Exhibit "A"
Resolution No. 1369

City of Dayton
Deputy City Clerk
Employment Agreement

THIS AGREEMENT is made this _____ day of _____, 2019, between the City of Dayton, hereinafter referred to as "Employer" and Debra M. Hays, Deputy Clerk of the City of Dayton, hereinafter referred to as "Employee".

WHEREAS, the City of Dayton is organized as a municipality under the Revised Code of Washington (RCW 35A.12) as a non-charter, code city, Mayor/Council form of government, and

WHEREAS, Debra M. Hays has served the City since January 2, 2002 and currently serves as Deputy Clerk of the City of Dayton, and

WHEREAS, the City desires to continue to employ Debra M. Hays to serve as Deputy Clerk and said Debra M. Hays desires to continue with the City in the position of Deputy Clerk of the City of Dayton; and

WHEREAS, the purpose of this Agreement is to establish terms and conditions under which the relationship will continue; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Employer and the Employee do hereby agree as follows.

AGREEMENT

Section 1: Term.

- A. Effective Date.** This Agreement shall become effective on the date executed by both parties.
- B. Term of Agreement.** This Agreement contemplates a three (3) year term of employment commencing on the Effective Date.
- C. Renewal.** This Agreement may not be renewed.

Section 2: Duties and Authority.

The Employee shall operate within the statutory authority of strong Mayor - Council form of government, as set forth in RCW Chapter 35A.12. The Employee shall be responsible for executing the policies of the City established by the City Council in its ordinances, motions, and resolutions, and/or as assigned from time to time by the Mayor as provided in Chapter 1-4A of the Dayton Municipal Code. The Employee shall perform all duties described in the position description, if any, for the Deputy City Clerk.

Section 3: Compensation.

- A. Base Salary.** Employee's salary shall be set and paid in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees. Employee shall be considered for future salary adjustments, all in accordance with the salary increase schedule for other non-represented City employees.
- B. COLA.** The Employer agrees to increase the Employee's compensation each year by the same Cost Of Living Adjustment (COLA) granted to other regular full-time City employees starting in the year 2019.
- C. Merit Program.** The Employee is eligible to participate in the Employer's Merit Award Program as established in accordance with the City of Dayton Personnel Policies and Procedures, so long as that program remains in effect and as provided.
- D. Salary Reduction.** The Employer agrees not to reduce the salary or other financial benefits paid to the Employee in a percentage greater than any reduction applicable to all City employees.
- E. Automatic Amendment.** This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City of Dayton Personnel Policies and Procedures manual.
- F. Longevity.** The Employer shall pay longevity pay in accordance with the City of Dayton Personnel Policies and Procedures manual.

Section 4: Health, Life Insurance and Disability Benefits

- A. Medical/Dental/Vision.** The Employer agrees to provide and to pay the premiums for medical, dental, and vision insurance for the Employee and his/her dependents for coverage levels equal to that which is provided to all other regular full-time City employees.
- B. Life/Disability.** The Employer agrees to provide Employee with the same life, disability, and other insurance policies provided to, or as may be provided to, all other regular full-time City employees.

Section 5: Vacation Leave, Sick Leave and Holidays

- A.** Employee shall maintain her existing vacation and sick leave schedule in accordance with the City of Dayton Policies and Procedures for other regular non-represented full-time employees of the City.
- B. Recognized Holidays.** The Employee shall receive the same paid recognized City holidays as all other regular non-represented full-time City employees.

Section 6: Retirement, Deferred Compensation, and Miscellaneous Financial Benefits

- A. Retirement Plan. Retirement Plan.** The Employer agrees to continue to contribute to the state employee retirement plan (PERS) and Social Security/Medicare.
- B. Additional Benefits.** The Employee is entitled to receive any and all other financial benefits that currently are or may be offered to regular full-time City employees as provided in the City of Dayton Personnel Policies and Procedures manual.

Section 7: General Business Expenses

- A. Professional Organizations and Development.** Subject to sufficient budget resources, the Employer agrees to budget for and to pay for the following:
1. Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer;
 2. Travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which the Employee serves as a member;
 3. Travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- B. General Expenses.** The Employer recognizes that certain expenses of a work-related nature may be incurred by the Employee and agrees to reimburse or to pay said work-related expenses in the same manner as other City employees in accordance with City of Dayton Personnel Policies and Procedures.
- C. Civic Organizations.** The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the Employer shall pay for the reasonable membership fees, meals, and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Section 8: Termination

- A. Termination by the City without cause.** Consistent with RCW 35A.12.090, the Employee may be terminated from employment with the Employer by the mayor for any reason or for no reason at all. In the event the Employee is terminated during the three (3) year term of this Agreement for any reason than for "cause," as defined in Section 8.C of this Agreement, the Employer will be responsible for paying the Employee's salary and benefits for a period of twelve (12) months following the effective date of termination.
- B. Termination by the Employee.** The Employee may terminate her employment with the Employer through voluntary resignation. The Employee shall endeavor to provide at least forty-five (45) days' notice, but not less than thirty (30) days' notice of her intent to terminate her employment, unless both Parties agree otherwise. The Employer may, at its option, discharge the Employee immediately and pay salary and benefits as if the Employee were fully employed until the end of the notice period.
- C. Termination for Cause.**
1. The Employee may be terminated for "cause" if the Employer has a fair and honest cause or reason to terminate the Employee regulated by good faith on the part of the Employer and based on facts:
 - a. that are supported by substantial evidence; and

- b. that are not based upon any arbitrary, capricious, or illegal reason. Acts, errors, or omissions that discredit the City, or materially impair the provision of orderly services to the citizens of the City, as determined by the mayor, shall constitute "cause".
- 2. The following are additional examples of the types of conduct that may constitute "cause" and result in termination for cause-this list is not exhaustive nor is it intended to identify all possible bases for termination for "cause":
 - a. Consumption or possession of alcohol, illegal drugs, or controlled substances on the job, or arriving at work under the influence of alcohol, illegal drugs, or controlled substances;
 - b. Violation of a lawful duty;
 - c. Insubordination;
 - d. Conviction of a felony or misdemeanor involving moral turpitude;
 - e. Acceptance of fees, gratuities, or other valuable items in the performance of the Employee's official duties for the City; or
 - f. Engaging in any transaction or activity that is in conflict with or incompatible with the proper discharge of official duties.
- 3. The procedure for implementing termination for cause shall be in accordance with the principles of due process as hereafter set forth:
 - a. Prior to termination, the Employer shall notify the Employee of the reason(s) he/she is being terminated for cause and provide the Employee with an opportunity to respond prior to any final action being taken. Said response may be oral, in writing, or both oral and written.
 - b. The purpose of the foregoing procedure is to permit the Employee to intelligently respond to the reason(s) for termination for cause before a decision is irreversibly made, thus providing the Employer with an opportunity to re-evaluate the proposed decision in light of the Employee's response.
- 4. Upon termination for cause under this Section, this Agreement shall be terminated and no further salary or benefits may be paid to the Employee.

Section 9: Employee Evaluations

The Mayor shall review and evaluate the performance of the Employee in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees.

Section 10: Hours of Work.

It is recognized that the Employee must devote time outside normal office hours on business for the Employer, and to that end the Employee shall be allowed to establish an appropriate work schedule. As a guideline, as a minimum the Employer expects approximately forty (40) hours of service per week. The Employee's classification is "Exempt" and this position is not covered by the FLSA or eligible for overtime compensation. However, because the Employee must also devote considerable professional time outside of normal office hours, the Employer agrees that the Employee will be allowed to take time off during normal work hours in exchange for professional time devoted outside of normal office hours, provided such time off is not disruptive to the needs of the City.

Section 11: Compliance with Laws and the City Employee Handbook

In performing the services contemplated by this Agreement, the Employee shall faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services to be rendered under this Agreement. The Employee shall also abide by the Employer's policies and procedures as outlined in the City of Dayton Employee Handbook, as currently adopted and as amended from time to time, unless they conflict with this Agreement, in which case this Agreement shall prevail.

Section 12: Discrimination Prohibited

With regard to the work performed by the Employee under this Agreement, the Employee shall not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, marital status, sexual orientation, or the presence of any physical, sensory, or mental disability in any aspect of the Employee's work including, but not limited to, the selection and retention of employees, procurement of materials or supplies, or the letting of contracts.

Section 13: Indemnification and Professional Liability Insurance

The Employer agrees to indemnify, insure, and hold harmless, including separate legal counsel if the Employer cannot represent the Employee, for any and all civil legal actions brought against the Employee arising from the lawful discharge of his/her duties during his/her employment as City Manager. The Employer shall also provide professional liability insurance to cover actions taken by the Employee during the course and scope of his/her employment.

Section 14: Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Confidentiality.

The Employee agrees that her position is a managerial position and acknowledges that she will occupy a position of confidentiality involving personnel and legal matters.

Section 16: General Provisions

- A. Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements or understandings between the parties.
- B. Amendments.** The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- C. No Waiver.** The waiver by any party of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
- D. Severability.** If any term of this Agreement is held to be illegal, void, or unenforceable for any reason, in full or in part, such holding shall not affect the validity and enforceability of any remaining provisions of this Agreement and said remaining provisions shall be deemed to be in full force and effect.
- E. Assignment.** This Agreement is for the services of a specific individual chosen for his/her unique

qualifications and is not assignable. Subject to the foregoing, payments due shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

- F. Attorneys' Fees.** In the event of mediation, arbitration, or litigation between the parties arising out of or in any way related to any term set forth in this Agreement, each party shall pay all of its own attorney's fees, costs, and expenses.
- G. Governing Law and Venue.** This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue for any dispute related to this Agreement shall be Columbia County, Washington.
- H. Independent Counsel.** The Employee acknowledges that the drafter of this Agreement is the Employer's legal representative to whom the Employee does not look to for any legal counseling or legal advice with regard to this transaction. The Employee further acknowledges that he/she has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Employee acknowledges that he/she has consulted with independent legal counsel of his/her choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.
- I. Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 2019.

CITY OF DAYTON

EMPLOYEE

Craig George, Mayor

Debra M. Hayes

Attested by:

Debra M. Hays, Deputy City Clerk

RESOLUTION NO. 1370

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH TRINA D. COLE FOR SERVICES AS CITY ADMINISTRATOR/CLERK-TREASURER FOR THE CITY OF DAYTON.

WHEREAS, the City Council of the City of Dayton has been duly elected and is authorized to enter into contracts pursuant to RCW 35A.12.190; and

WHEREAS, Trina D. Cole has served the City since March 14, 2006 and currently serves as City Administrator/Clerk-Treasurer, and

WHEREAS, the City desires to continue to employ Trina D. Cole to serve as Administrator/Clerk-Treasurer and said Trina D. Cole desires to continue with the City in the position of Administrator/Clerk-Treasurer of the City of Dayton; and

WHEREAS, the City and Trina D. Cole wish to establish terms and conditions under which the employment relationship will continue; and

WHEREAS, an employment agreement has been prepared in the form attached hereto as Exhibit "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. The employment agreement between the City of Dayton and Trina D. Cole, in the form attached hereto as Exhibit "A" is hereby authorized and approved.

Section 2. The Mayor is hereby authorized to execute the employment agreement on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. This resolution shall take effect and be in full force upon passage and signatures hereon.

Approved and signed this _____ day of _____, 2019.

CITY OF DAYTON

Craig George, Mayor

Attested by:

Debra M. Hays, Deputy City Clerk

Approved as to Form:

Quinn Plant, City Attorney

Exhibit "A"
Resolution No. 1370

City of Dayton
City Administrator/Clerk-Treasurer
Employment Agreement

THIS AGREEMENT is made this _____ day of _____, 2019, between the City of Dayton, hereinafter referred to as "Employer" and Trina D. Cole, City Administrator/Clerk-Treasurer, hereinafter referred to as "Employee".

WHEREAS, the City of Dayton is organized as a municipality under the Revised Code of Washington (RCW 35A.12) as a non-charter, code city, Mayor/Council form of government, and

WHEREAS, Trina D. Cole has served the City since March 14, 2006 and currently serves as City Administrator/Clerk-Treasurer, and

WHEREAS, the City desires to continue to employ Trina D. Cole to serve as Administrator/Clerk-Treasurer and said Trina D. Cole desires to continue with the City for the position of Administrator/Clerk-Treasurer of the City of Dayton; and

WHEREAS, the purpose of this Agreement is to establish terms and conditions under which the relationship will continue; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Employer and the Employee do hereby agree as follows.

AGREEMENT

Section 1: Term.

- A. Effective Date.** This Agreement shall become effective on the date executed by both parties.
- B. Term of Agreement.** This Agreement contemplates a three (3) year term of employment commencing on the Effective Date.
- C. Renewal.** This Agreement may not be renewed.

Section 2: Duties and Authority.

The Employee shall operate within the statutory authority of strong Mayor - Council form of government, as set forth in RCW Chapter 35A.12. The Employee shall be responsible for executing the policies of the City established by the City Council in its ordinances, motions, and resolutions, and/or as assigned from time to time by the Mayor as provided in Chapter 1-4A of the Dayton Municipal Code. The Employee shall perform all duties described in the position description, if any, for the City Administrator/Clerk-Treasurer.

Section 3: Compensation.

- A. Base Salary.** Employee's salary shall be set and paid in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees. Employee shall be considered for future salary adjustments, all in accordance with the salary increase schedule for other non-represented City employees.
- B. COLA.** The Employer agrees to increase the Employee's compensation each year by the same Cost Of Living Adjustment (COLA) granted to other regular full-time City employees starting in the year 2019.
- C. Merit Program.** The Employee is eligible to participate in the Employer's Merit Award Program as established in accordance with the City of Dayton Personnel Policies and Procedures, so long as that program remains in effect and as provided.
- D. Salary Reduction.** The Employer agrees not to reduce the salary or other financial benefits paid to the Employee in a percentage greater than any reduction applicable to all City employees.
- E. Automatic Amendment.** This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City of Dayton Personnel Policies and Procedures manual.
- F. Longevity.** The Employer shall pay longevity pay in accordance with the City of Dayton Personnel Policies and Procedures manual.

Section 4: Health, Life Insurance and Disability Benefits

- A. Medical/Dental/Vision.** The Employer agrees to provide and to pay the premiums for medical, dental, and vision insurance for the Employee and his/her dependents for coverage levels equal to that which is provided to all other regular full-time City employees.
- B. Life/Disability.** The Employer agrees to provide Employee with the same life, disability, and other insurance policies provided to, or as may be provided to, all other regular full-time City employees.

Section 5: Vacation Leave, Sick Leave and Holidays

- A.** Employee shall maintain her existing vacation and sick leave schedule in accordance with the City of Dayton Policies and Procedures for other regular non-represented full-time employees of the City.
- B. Recognized Holidays.** The Employee shall receive the same paid recognized City holidays as all other regular non-represented full-time City employees.

Section 6: Retirement, Deferred Compensation, and Miscellaneous Financial Benefits

- A. Retirement Plan. Retirement Plan.** The Employer agrees to continue to contribute to the state employee retirement plan (PERS) and Social Security/Medicare
- B. Additional Benefits.** The Employee is entitled to receive any and all other financial benefits that currently are or may be offered to regular full-time City employees as provided in the City of Dayton Personnel Policies and Procedures manual.

Section 7: General Business Expenses

- A. Professional Organizations and Development.** Subject to sufficient budget resources, the Employer agrees to budget for and to pay for the following:
1. Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer;
 2. Travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which the Employee serves as a member;
 3. Travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- B. General Expenses.** The Employer recognizes that certain expenses of a work-related nature may be incurred by the Employee and agrees to reimburse or to pay said work-related expenses in the same manner as other City employees in accordance with City of Dayton Personnel Policies and Procedures.
- C. Civic Organizations.** The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the Employer shall pay for the reasonable membership fees, meals, and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Section 8: Termination

- A. Termination by the City without cause.** Consistent with RCW 35A.12.020 and .090, and Dayton Municipal Code section 1-3.04, the Employee may be terminated from employment with the Employer by the mayor for any reason or for no reason at all. In the event the Employee is terminated during the three (3) year term of this Agreement for any reason than for "cause," as defined in Section 8.C of this Agreement, the Employer will be responsible for paying the Employee's salary and benefits for a period of twelve (12) months following the effective date of termination.
- B. Termination by the Employee.** The Employee may terminate her employment with the Employer through voluntary resignation. The Employee shall endeavor to provide at least forty-five (45) days' notice, but not less than thirty (30) days' notice of her intent to terminate her employment, unless both Parties agree otherwise. The Employer may, at its option, discharge the Employee immediately and pay salary and benefits as if the Employee were fully employed until the end of the notice period.
- C. Termination for Cause.**
1. The Employee may be terminated for "cause" if the Employer has a fair and honest cause or reason to terminate the Employee regulated by good faith on the part of the Employer and based on facts:
 - a. that are supported by substantial evidence; and

- b. that are not based upon any arbitrary, capricious, or illegal reason. Acts, errors, or omissions that discredit the City, or materially impair the provision of orderly services to the citizens of the City, as determined by the mayor, shall constitute "cause".
- 2. The following are additional examples of the types of conduct that may constitute "cause" and result in termination for cause-this list is not exhaustive nor is it intended to identify all possible bases for termination for "cause":
 - a. Consumption or possession of alcohol, illegal drugs, or controlled substances on the job, or arriving at work under the influence of alcohol, illegal drugs, or controlled substances;
 - b. Violation of a lawful duty;
 - c. Insubordination;
 - d. Conviction of a felony or misdemeanor involving moral turpitude;
 - e. Acceptance of fees, gratuities, or other valuable items in the performance of the Employee's official duties for the City; or
 - f. Engaging in any transaction or activity that is in conflict with or incompatible with the proper discharge of official duties.
- 3. The procedure for implementing termination for cause shall be in accordance with the principles of due process as hereafter set forth:
 - a. Prior to termination, the Employer shall notify the Employee of the reason(s) he/she is being terminated for cause and provide the Employee with an opportunity to respond prior to any final action being taken. Said response may be oral, in writing, or both oral and written.
 - b. The purpose of the foregoing procedure is to permit the Employee to intelligently respond to the reason(s) for termination for cause before a decision is irreversibly made, thus providing the Employer with an opportunity to re-evaluate the proposed decision in light of the Employee's response.
- 4. Upon termination for cause under this Section, this Agreement shall be terminated and no further salary or benefits may be paid to the Employee.

Section 9: Employee Evaluations

The Mayor shall review and evaluate the performance of the Employee in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees.

Section 10: Hours of Work.

It is recognized that the Employee must devote time outside normal office hours on business for the Employer, and to that end the Employee shall be allowed to establish an appropriate work schedule. As a guideline, as a minimum the Employer expects approximately forty (40) hours of service per week. The Employee's classification is "Exempt" and this position is not covered by the FLSA or eligible for overtime compensation. However, because the Employee must also devote considerable professional time outside of normal office hours, the Employer agrees that the Employee will be allowed to take time off during normal work hours in exchange for professional time devoted outside of normal office hours, provided such time off is not disruptive to the needs of the City.

Section 11: Compliance with Laws and the City Employee Handbook

In performing the services contemplated by this Agreement, the Employee shall faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services to be rendered under this Agreement. The Employee shall also abide by the Employer's policies and procedures as outlined in the City of Dayton Employee Handbook, as currently adopted and as amended from time to time, unless they conflict with this Agreement, in which case this Agreement shall prevail.

Section 12: Discrimination Prohibited

With regard to the work performed by the Employee under this Agreement, the Employee shall not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, marital status, sexual orientation, or the presence of any physical, sensory, or mental disability in any aspect of the Employee's work including, but not limited to, the selection and retention of employees, procurement of materials or supplies, or the letting of contracts.

Section 13: Indemnification and Professional Liability Insurance

The Employer agrees to indemnify, insure, and hold harmless, including separate legal counsel if the Employer cannot represent the Employee, for any and all civil legal actions brought against the Employee arising from the lawful discharge of his/her duties during his/her employment as City Manager. The Employer shall also provide professional liability insurance to cover actions taken by the Employee during the course and scope of his/her employment.

Section 14: Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Confidentiality.

The Employee agrees that her position is a managerial position and acknowledges that she will occupy a position of confidentiality involving personnel and legal matters.

Section 16: General Provisions

- A. Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements or understandings between the parties.
- B. Amendments.** The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- C. No Waiver.** The waiver by any party of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
- D. Severability.** If any term of this Agreement is held to be illegal, void, or unenforceable for any reason, in full or in part, such holding shall not affect the validity and enforceability of any remaining provisions of this Agreement and said remaining provisions shall be deemed to be in full force and effect.
- E. Assignment.** This Agreement is for the services of a specific individual chosen for his/her unique qualifications and is not assignable. Subject to the foregoing, payments due shall inure to the

benefit of and be binding upon their respective successors in interest, heirs, and assigns.

- F. Attorneys' Fees.** In the event of mediation, arbitration, or litigation between the parties arising out of or in any way related to any term set forth in this Agreement, each party shall pay all of its own attorney's fees, costs, and expenses.
- G. Governing Law and Venue.** This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue for any dispute related to this Agreement shall be Columbia County, Washington.
- H. Independent Counsel.** The Employee acknowledges that the drafter of this Agreement is the Employer's legal representative to whom the Employee does not look to for any legal counseling or legal advice with regard to this transaction. The Employee further acknowledges that he/she has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Employee acknowledges that he/she has consulted with independent legal counsel of his/her choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.
- I. Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 2019.

CITY OF DAYTON

EMPLOYEE

Craig George, Mayor

Trina D. Cole

Attested by:

Debra M. Hays, Deputy City Clerk

RESOLUTION NO. 1371

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON ADOPTING UPDATED COUNTYWIDE PLANNING POLICIES FOR COLUMBIA COUNTY, WASHINGTON

WHEREAS, the City of Dayton, Washington operates under the guidelines of the Growth Management Act (RCW 36.70A) which requires the development and maintenance of a Comprehensive Plan; and,

WHEREAS, the Growth Management Act mandates that the as part of the Comprehensive Plan, Countywide Planning Policies must be adopted that demonstrate policy for all incorporated and unincorporated areas within the county (RCW 36.70A.210); and,

WHEREAS, the last update to the Countywide Planning Policies was done through Resolution 969, signed on July 12th, 1994; and,

WHEREAS, in March of 2018, the City of Dayton contracted with Columbia County to enter into a joint 2020 Comprehensive Plan Update with Columbia County acting as Lead Agency; and,

WHEREAS, the City of Dayton Planning Commission held a public hearing on September 18th, 2018 to take public testimony for or against proposed docket items for the 2020 Comprehensive Plan Update; and,

WHEREAS, a recommendation from the Dayton Planning Commission was forwarded to the Dayton City Council for acceptance of the final docket list, which included docket item #4: Updates to Countywide Planning Policies

WHEREAS, on October 10th, 2018, the City of Dayton motioned to accept certain docket items for the 2020 Comprehensive Plan Update; and,

WHEREAS, the accepted docket list included Docket #4: Updates to Countywide Planning Policies; and,

WHEREAS, the Planning Department utilized best available resources, and ensured full compliance with RCW 36.70A.210 to draft new Countywide Planning Policies; and,

WHEREAS, the Dayton Planning Commission held a public hearing on January 15th, 2019 to take testimony for or against the proposed Countywide Planning Policies; and,

WHEREAS, the Dayton Planning Commission recommends adoption of the Countywide Planning Policies as presented; and,

WHEREAS, the Town of Starbuck will adopt a resolution of support on February 12th, 2019; and,

WHEREAS, Columbia County will adopt the Countywide Planning Policies on February 19th, 2019, following the City of Dayton's and Town of Starbuck's adoption of resolutions of support.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES THAT THE FOLLOWING COUNTYWIDE PLANNING POLICIES ARE OF THE BEST INTEREST OF THE COMMUNITY, AND ARE SUPPORTED BY THE CITY OF DAYTON:

Section 1: Policies to implement RCW 36.70A.110

Policy 1:

Encourage development in urban areas where adequate public facilities exist or can be provided in a cost-efficient manner.

Policy 2:

Flexibility should be exercised in designating urban growth areas to encourage a variety of housing types, densities, and locations, especially for new fully contained communities and master planned resorts.

Policy 3:

Development in urban growth areas shall minimize its impacts on neighboring resource lands of long term commercial significance. Areas already characterized by urban growth are encouraged to meet minimum standards for public facilities and services.

Policy 4:

Maintain a permit review process for integrated and consolidated review

Policy 5:

Encourage the retention of open space and the development of recreational opportunities, conserve fish and wildlife habitat, and increase access to natural resource lands and water.

Policy 6:

Encourage the involvement of citizens in the planning process and ensure coordination between the communities and

jurisdictions to reconcile conflict.

Policy 7:

Identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance.

Section 2: Policies for promotion of contiguous and orderly development and provision of urban services to such development

Policy 8:

The County shall allocate future projected populations through the use of the latest population projections published by the Washington State Office of Financial Management (OFM). The County, in consultation with Dayton and Starbuck, will review the OFM population projection ranges (Low, Medium and High) and allocation percentages whenever OFM publishes new GMA population projections.

Policy 9:

The locating of Urban Growth Areas within the County shall be accomplished through the use of accepted planning practices which provide sufficient land and service capacity to meet projected populations at urban densities and service standards within Dayton and Starbuck, and urban densities for those portions of the County located within the urban growth areas.

Policy 10:

That Urban Growth Areas of Dayton and Starbuck shall be based upon official and accepted population projections for minimum of 20 years. The gross undeveloped and underdeveloped acreage within the city limits and the Urban Growth Area shall be sufficient to meet all the land requirements, for the following: community and essential public facilities, population projection, commercial and industrial activities, employment projections, infill and to prevent inflation of land cost due to a limited land supply.

Policy 11:

That within Urban Growth Areas, urban uses shall be concentrated in and adjacent to existing urban services or where they are shown on a capital improvement plan to be available within six years.

Policy 12:

That Dayton and Starbuck limit the extension of service

district boundaries and water and sewer infrastructure, to areas within each jurisdiction's urban growth area contained in their adopted Comprehensive Plans.

Policy 13:

All policies within Dayton and Starbuck comprehensive plans shall be consistent with adopted countywide policies.

Section 3: Policies for siting public capital facilities of a county-wide or state-wide nature

Policy 14:

The process for evaluating the appropriate siting of public capital facilities of a county-or-state-side nature should include opportunities for the early and continuous participation of all county residents. Public capital facilities may locate outside or urban growth areas provided that the minimum county standards for sewer, water, fire, and public safety services are met.

Section 4: Policies that consider the need for affordable housing

Policy 15:

Land use plans and development regulations should encourage affordable housing opportunities for all citizens by providing for a variety of housing types and densities in the urban growth areas. Development regulations should also contain flexibility in addressing housing needs in rural areas by allowing housing development of abandoned homesites, planned unit developments and cluster developments. Cooperative efforts by the county, Starbuck and Dayton at providing public housing assistance programs, such as low income rentals and housing rehabilitation, are encouraged.

Section 5: Policies for county-wide economic development and employment

Policy 16:

Land use plans and development regulations should encourage county-wide economic development through the analysis of the appropriate utilization of Columbia County's natural resources and recreational opportunities. Economic development should also utilize opportunities in agriculture, agri-business, industrial, commercial, public schools, and tourism.

Policy 17:

An economic development element should be integrated into the comprehensive plan of each jurisdiction. The economic development element should establish goals and policies for each jurisdiction; actively promote employment opportunities for family-wage jobs; support the retention and expansion of businesses and industry in Columbia County; encourage the development of tourist-related businesses, including those that capitalize on area agriculture and other resources.

Policy 18:

Comprehensive Plans should foster and promote a natural environment that will contribute to economic growth and prosperity, and a business environment that offers diverse economic opportunities for businesses of all types and sizes in the region.

Section 6: Policies addressing the fiscal impact of public facilities and services

Policy 19:

When development activities create county-wide economic benefits, there should be a flexible approach to financing needed public facility improvements. This may include developing incentives programs, sharing costs between the County, cities and developer, and accessing federal and state grant and loan programs. Public facilities should be provided in a cost effective manner.

Section 7: Policies for joint planning within urban growth areas

Policy 20:

The Columbia County Planning Department should organize and facilitate a Leadership Workshop at least once a year to review, and amend if necessary, the county-wide planning policies and urban growth area designations. Attendees at this Leadership Workshop should, at a minimum, include the membership of: the Columbia County Commissioners, the County Planning Commission, the Starbuck Town Council, the Dayton City Council, and the Dayton Planning Commission. The Leadership Workshop shall at a minimum address the 20 year population projection for accuracy and the impact of the county-wide planning policies on orderly growth, urban growth areas, the siting of public facilities of a county-wide and state-wide nature, transportation facilities and strategies, affordable housing, economic development, fiscal impact, and joint county and city planning in urban growth areas.

Section 8: Policies for county-wide transportation facilities and strategies

Policy 21:

The goals and policies established by the Palouse Regional transportation Planning Organization's Transportation Policy Board should serve as a basis for transportation planning within the county and the development of federal, state, and local transportation improvements.

PASSED by the City Council of the City of Dayton, Washington on this 13th day of, February, 2019.

City of Dayton

By: Craig George, Mayor

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to form:

Quinn Plant, City Attorney

FINDINGS OF FACT AND CONCLUSIONS OF LAW
FOR COUNTY WIDE PLANNING POLICIES

WHEREAS: The Dayton Planning Commission, having held a public hearing on January 15th, 2019, and having fully considered the entire record and all public testimony, correspondence, Growth Management requirements and all those matters of record presented to the Planning Commission prior to and including the public hearing, recommends approval to the City of Dayton City Council.

NOW: The City of Dayton Planning Commission recommends to the City Council its approval of the County Wide Planning Policies as supported by the following findings:

1. Public input was given and reviewed at the January 15th, 2019 public hearing; and
2. The Planning Commission feels the policies do comply with the purpose and intent of the Growth Management Act and does bring the County into compliance; and
3. It is unlikely that adopting the policies will have a disruptive effect on the stability and continuation of land use patterns on land in Columbia County; and
4. The policies do not unreasonably restrict or prevent use of land within Columbia County or the incorporated areas; and
5. The public interest will best be served by the policies; and
6. That a public hearing was held pursuant to proper notice and the Planning Commission considered all comments by the public provided in said hearing.

CONCLUSIONS

Based on the above Findings, and following review of the record, public testimony, and the recommendations of the Planning Director and after consideration of the City of Dayton Comprehensive Plan, consideration for the public health, safety and welfare of the citizens of Dayton, the Planning Commission recommends approval of the County Wide Planning Policies to the City Council of Dayton, Washington.

Dated this 15th day of January, 2019

Byron Kaczmariski, Chairman

Meagan Bailey, Planning Director



Columbia County, WA Planning Staff Report Updates to Countywide Planning Policies

Countywide Planning Policies – 2020 Comprehensive Plan Update

To: Dayton City Council

For: Review, Support with Resolution

From: Columbia County Planning
Director

Date: February 13th, 2019

Proposal:

Being a request to formally amend and update the Columbia County, Countywide Planning Policies to better reflect current goals, policies, and land use regulations of Columbia County, Washington.

Background:

The attached Staff Report dated January 15th, 2019 and addressed to the City of Dayton Planning Commission is hereby referenced for the record.

Findings of Fact:

1. The proposed changes were generated by utilizing best available resources, researching other Countywide Planning Policies, and by working directly with the consultant for the 2020 Comprehensive Plan Amendment.
2. The recommended changes, while not required per RCW, are within full compliance with RCW 36.70A.210.
3. The City of Dayton attorney has reviewed the draft polices and offered his approval for them.
4. The process as outlined here is supported by the Department of Commerce.
5. Both the Town of Starbuck and Columbia County are in the process of reviewing and formally offering support for the draft policies.
6. The City of Dayton Planning Commission initially reviewed the Countywide Planning Policies on December 18th, 2018. As said meeting, a hearing was motioned to be scheduled to take testimony for or against the policies.
7. A hearing was scheduled for January 15th, 2019 at 6:35 pm.
8. The notice of hearing was advertised in the paper of record on December 29th, 2018—a total of 18 days prior to the hearing date.
9. The Dayton Planning Commission held the duly advertised public hearing as advertised, and received no public comment.
10. The Dayton Planning Commission motioned that the Dayton City Council adopt a Resolution formally supporting the Countywide Planning Policies.

Discussion:

The proposed amendments to the Countywide Planning Policies, is hereby referred to the Dayton City Council to either:

1. Offer formal support of the proposed Countywide Planning Policies by adopting the resolution as presented; or,
2. Refer the Countywide Planning Policies back the Department of Planning and Building for additional revisions.



Columbia County, WA Planning Staff Report Updates to Countywide Planning Policies

Countywide Planning Policies – 2020 Comprehensive Plan Update

To: City of Dayton, Planning
Commission

For: Review, Support of Document
through Findings of Fact

From: Columbia County Planning
Director

Date: January 15th, 2019

Proposal:

Being a request to formally amend and update the Columbia County, Countywide Planning Policies to better reflect current goals, policies, and land use regulations of Columbia County, Washington.

Background:

On August 19th, 1974, Columbia County created the Planning Department following state mandate – thus establishing the requirement to implement and continuously update items such as zoning, shoreline management, and soon to follow, the County Comprehensive plan and associated Countywide Planning Policies. While there is not a requirement that mandates counties to update Countywide Planning Policies within RCW 36.70A.130, it is important for counties and their incorporated areas to review current policies for accuracy and see if any changes are needed. As such, the current and effective Countywide Planning Policies were last updated in 1994. This update was simplistic and addressed the bare minimum to meet state requirements. The current proposal takes Columbia County and the incorporated areas up a notch by showing a need and addressing intent to promote smart growth and to ensure Columbia County has a sustainable and economically supported future.

All three jurisdictions, Columbia County, the City of Dayton, and the Town of Starbuck have all reviewed and expressed support of the Countywide Planning Policies as they are presented today. The City of Dayton is the first to hold a public hearing to take testimony from the public; however, no other comments have been received.

The current and effective Countywide Planning Policies implement a total of seven policies – the bare minimum to meet the State mandated requirements. As noted above, the recommended updated policies go beyond State mandate, and truly consider the future of Columbia County, with a total new policy total of 21. The following are the recommended and supported policies to better plan for the future of Columbia County as a whole:

Section 1: Policies to implement RCW 36.70A.110

Policy 1:

Encourage development in urban areas where adequate public facilities exist or can be provided in a cost-efficient manner.

Policy 2:

Flexibility should be exercised in designating urban growth areas to encourage a variety of housing types, densities, and locations, especially for new fully contained communities and master planned resorts.

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Policy 21:

The goals and policies established by the Palouse Regional transportation Planning Organization's Transportation Policy Board should serve as a basis for transportation planning within the county and the development of federal, state, and local transportation improvements.

Findings of Fact:

1. The proposed changes were generated by utilizing best available resources, researching other Countywide Planning Policies, and by working directly with the consultant for the 2020 Comprehensive Plan Amendment.
2. The recommended changes, while not required per RCW, are within full compliance with RCW 36.70A.210.
3. The City of Dayton attorney has reviewed the draft polices and offered his approval for them.
4. Both the Town of Starbuck and Columbia County are in the process of reviewing and formally offering support for the draft policies.
5. The City of Dayton Planning Commission initially reviewed the Countywide Planning Policies on December 18th, 2018. As said meeting, a hearing was motioned to be scheduled to take testimony for or against the policies.
6. A hearing was scheduled for January 15th, 2019 at 6:35 pm.
7. The notice of hearing was advertised in the paper of record on December 29th, 2018—a total of 18 days prior to the hearing date.

Discussion:

The proposed amendments to the Countywide Planning Policies, is hereby referred to the Dayton Planning Commission to either:

1. Offer formal support of the proposed Countywide Planning Policies by accepting the Findings of Fact and Conclusions of Law as presented; or,
2. Offer formal support of the proposed Countywide Planning Policies with additional revisions by accepting the Findings of Fact and Conclusions of Law as presented; or,
3. Refer the Countywide Planning Policies back the Department of Planning and Building for additional revisions.

RESOLUTION NO. 1372

**A RESOLUTION OF THE CITY OF DAYTON, COLUMBIA COUNTY,
WASHINGTON, DECLARING SUPPORT FOR THE FORMATION OF A
COLUMBIA COUNTY FLOOD CONTROL ZONE DISTRICT**

WHEREAS, the City of Dayton and Columbia County have been declared a federal disaster area because of flooding six times since 1964; and

WHEREAS, the City of Dayton is entirely protected by levees which require maintenance and repair; and

WHEREAS, a Flood Control Zone District can provide coordination and funding to ensure levees are maintained and repaired satisfactorily to ensure protection of the City of Dayton; and

WHEREAS, a Flood Control Zone District can consolidate interests of the City of Dayton and Columbia County to provide single representation and better coordination with other organizations working within the County; and

WHEREAS, a Flood Control Zone District can own, develop, oversee, perform, and fund river and stream projects within the City of Dayton; and

WHEREAS, a Flood Control Zone District can insulate and protect the general funds of the City of Dayton from the disastrous effects of a flood.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council hereby declares their support for the formation of a Columbia County Flood Control Zone District.

Section 2. The City of Dayton will support and participate in the public outreach process proposed for April and May 2019.

Passed by the City Council of the City of Dayton, Washington, on this _____ day of February, 2019.

CITY OF DAYTON

Craig George, Mayor

ATTESTED/AUTHENTICATED:

Trina Cole, City Administrator

02/13/2019 Agenda:
No. 7(F)

RESOLUTION NO. 1373

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
DAYTON, COLUMBIA COUNTY, WASHINGTON, AMENDING
RESOLUTIONS 1290, 1298, 1330, AND 1356, MASTER FEE
SCHEDULE**

WHEREAS, the City Council has previously adopted a Master Fee Schedule establishing service fees and charges and such Master Fee Schedule has been revised and amended from time to time;

WHEREAS, the fees and charges that the City establishes for various services are intended to cover but not exceed the City's costs for providing such services; and,

WHEREAS, the Master Fee Schedule now needs further revision to change certain fees associated with building permit fees and charges; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Amendment. The Master Fee Schedule, Section 20, Building Permit Fee Schedules, initially adopted by Resolution No. 1290 and amended by Resolution Nos. 1298, 1330 and 1356, is hereby further amended as follows:

20. Building Permit Fee Schedules: The Columbia County Building Permit Fee Schedule, as amended from time to time by the Board of Columbia County Commissioners, shall be adopted by reference within the City of Dayton Master Fee Schedule upon its amendment by the Board of Columbia County Commissioners.

Section 2. Effective Date. This resolution shall be in full force and effect upon adoption.

PASSED by the City Council of the City of Dayton, Washington on this ____ day of February, 2019.

City of Dayton

By: Craig George, Mayor

Attest/Authenticated:

Trina Cole, City Clerk-Treasurer



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Commissioner Richard Stevens
Grant County

Amy Asher
RiverCities Transit

Alyssa Ball
Office of Financial Management

Aaron Butters, P.E.
HW Lochner Inc.

Jeff Carpenter, P.E.
WSDOT

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Sue Dreier
Pierce Transit

Commissioner Terri Drexler
Mason County

Mike Dahlem
City of Sumner

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

John Koster
County Road Administration Board

Colleen Kuhn
Human Services Council

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Mukilteo

David Ramsay
Feet First

Councilmember Mike Todd
City of Mill Creek

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

February 3, 2019

The Honorable Craig George
Mayor
City of Dayton
111 South First
Dayton, WA 99328-1306

Dear Mayor George:

Congratulations! We have received and reviewed your proposal. We are pleased to announce the selection of your city for the Relight Washington Program. The program aims to reduce your streetlight operating costs while saving energy and renewing dated infrastructure. The city will benefit from lower rates after installation. The project converts existing street lights to energy efficient LED street lights.

In order to receive reimbursement for streetlight conversion, you must:

Sign and return both copies of the Grant Distribution Agreement to TIB. TIB will return one executed agreement for your files.

State highway streetlight conversion

If you are converting streetlights along a state highway, use Type III fixtures.

How does city receive reimbursement?

The city will send in the final invoices along with an accounting history form that will be provided by your TIB engineer. When the project is close to done, contact your TIB engineer.

If you have questions, please contact Christa Draggie, TIB Project Engineer, at (360) 586-1147 or via e-mail at ChristaD@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures



City of Dayton
S-E-924(002)-1
LED STREETLIGHT CONVERSION
City Owned

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Dayton
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the LED STREETLIGHT CONVERSION, City Owned (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Dayton, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$2,200 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT



The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT



RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name