



DAYTON CITY COUNCIL
112 S. 1st Street, Dayton, WA 99328

CRAIG GEORGE, MAYOR

PRELIMINARY AGENDA
REGULAR MEETING
Wednesday, May 8, 2019
6:00 p.m.

1. CALL TO ORDER

A. Roll Call

2. CONSENT AGENDA – Recommended Action:

- A. Approve City Council Meeting Minutes as written for April 10, 2019
- B. Approve Voucher Warrants as audited by the Finance Committee
- C. Approve Payroll Warrants for April 2019
- D. Authorize Resolution No. 1376 – An Interfund Loan of \$71,500 from Cemetery Endowment Fund to the Capital Improvement Fund for E. Clay Street Project as authorized by the 2019 Budget

3. SPECIAL GUESTS AND PUBLIC COMMENT

A. Proclamation for Older Americans Month

4. COMMITTEE/BOARD/COMMISSION REPORTS

5. REPORTS OF CITY OFFICERS

- A. Meagan Bailey, Columbia County Planning Director:
 - i. Code Compliance Focus
 - ii. Planning Department Report

6. UNFINISHED BUSINESS

A. Recommended Action: Authorize Interagency Agreement with Washington State Department of Natural Resources to examine and create a strategic management plan for Main Street Trees

7. NEW BUSINESS

- A. Public Hearing – Request to vacate the easterly portion of remaining alleyway between Lots 1 and 16 in Block 8 of Day's Railroad Addition
- B. Interviews for Mayor appointment through December 31, 2019
 - i. Action: To Appoint _____ to serve as Mayor for the term ending December 31, 2019

8. FINAL PUBLIC COMMENT

9. ADJOURN

The May 8, 2019 meeting will be held at the St. Joseph Catholic Church Parish Hall at 112 S. 1st Street (directly across the street from City Hall).

Next regular meeting is June 12, 2019 at 6:00 p.m. at Dayton City Hall, 111 S. 1st Street, Dayton, WA 99328.

DAYTON CITY COUNCIL MINUTES
Regular Meeting
Wednesday, April 10, 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, , Byron Kaczmarek, Delphine Bailey, Mike Paris, Zac Weatherford

Absent: Dain Nysae – Excused

Staff: Meagan Bailey, Planning Director; Deb Hays Deputy City Clerk, Dave Elkins Assistant Public Works Director

2. CONSENT AGENDA:

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

- A. Approve City Council Meeting Minutes as written for March 13, 2019
- B. Approve Voucher Warrants as audited by the Finance Committee \$282,028.50 Voucher 46821-46860,50030,46798-46803
- C. Approve Payroll Warrants for March 2019 \$ 92,384.61 Voucher #46804-46819, 50001-50029, 50032-50041.
- D. Authorize Resolution No. 1374, Authorizing Interfund Transfers in Support of the 2019 Budget.

3. SPECIAL GUESTS/PUBLIC COMMENT

ACTION:

- A. Report on 2019 Alumni Association event activities - Rose Groom gave a detailed description of route/mapping/documentation/coordination with Dayton Chamber of Commerce. Alumni is requesting permission to be allowed to hold the 2019 Alumni Parade July 20, 2019. Bailey makes a motion that the Alumni Association be allowed to hold their Parade July 20, 2019. Berg seconds the motion, and the motion carries unanimously.
- B. Request to place 5G fiber optic equipment on the tower located on the roof of Dayton City Hall – David Klingenstein with Touchet Valley Television explained to the City Council of the upgrades he is planning to do . No Cost to the City. Paris makes a motion that David Klingenstein with Touchet Valley Television place 5G fiber optic equipment on the tower located on the roof of Dayton City Hall . Berg seconds the motion, and the motion carries unanimously.
- C. Report on All-Wheels Weekend Activities – Bette Lou Crothers, Chamber of Commerce wanted to Thank Craig for all his dedicated hard work, Also Want to Thank Dave Elkins and the City Crew for all their hard work and work on getting the streets cleaned up after the trees were trimmed. Bette Lou explained the list of

activities for All Wheels Weekend. Better Lou explained a new idea of putting stencils of All Wheel logo on the streets right adjacent to sidewalk ramps, we have 32 crosswalk openings, templet is 3 foot by 2 foot, and also in the middle of the street of 1st and Main, during the Show and Shine while main street is closed. Elkins with Public Works is going to call the State Highway Dept to make sure its acceptable to spray paint the stencils. Bette Lou would like to start as soon as possible. Paris makes a motion to allow All Wheels to place their stencils on the street contingent on the approval from the State Highway Dept. Berg seconds the motion, and the motion carries unanimously. We would like to also approve All Wheels Weekend be held Father's Day Weekend 2019. Bailey makes a motion to approve All Wheels Weekend to be held Father's Day Weekend 2019. Paris seconds the motion, and the motion carries unanimously.

- D. Melissa Bryan, Dayton Chamber of Commerce – Introduced the Chambers new assistant Caitlyn Robins. Melissa reviewed all upcoming events for 2019. She also explained her advertising process for her 2018 Year End & Promotions Report.

ACTION: Request Street Closures associated with 2019 Events

Melissa explained road closures, mapping and staging changes for Dayton Days Parade, All Wheels Weekend, Corvette Caravan Aug 22nd Ice Cream Social 2 hours only approximately from 2:00 to 4:00 we will need city crew help to close the road down Christmas Kickoff, staging will stay the same. Berg makes a motion to approve all of Chambers parade, activities and road closure requests for upcoming events in 2019 Weatherford seconds the motion, and the motion carries unanimously.

- E. Electric Charge Station Project – Bette Lou Crothers – Explained the grant that was received to install the charging station near caboose park. This is not a City Project, the only thing we need is your approval to place the charging station on the City's land. Paris makes a motion to place the charging station on City property. Bailey seconds the motion, and the motion carries unanimously.

Kevin Floyd – Dayton Avenue has been doing research on the two-lane Main Street. The Mayor explains to Floyd that the State has plans to address this topic this coming fall to make some changes to Main Street.

Next topic from Floyd – We have an ordinance that states if there is 3 inches of snow on the sidewalks you must shovel your snow. How can we enforce this?

Much discussion with Bailey and Sheriff Helm.

Next Topic from Floyd – Empty house's on Dayton Avenue. We need to enforce weed control with the empty houses, fire hazards,

I would also like to Thank the City Crew for keeping the street cleaned.

Last comment, I would like to see something happen to get our pool back up and running. Its been down two years.

Dave Schreck – 309 S 3rd Street – asked the Mayor and Council , If they would ever consider a Ban on Fireworks. Bailey commented, yes, we have. Mayor George is referring this topic to the Public Safety Department.

4. COMMITTEE/BOARD/ COMMISSIONER REPORTS

- A. **Public** Request for new trash receptacles to be installed in Pietryzcki Park (Dayton City Park) –Council member Bailey explained there is funding for these. She also mentioned a need for a single swing which would cost about 50.00 . Another item that needs addressed in the park is the little jeep, its broken down. It needs repair, she would like to ask if her and her husband can repair it. Paris makes motion to purchase new trash cans a swing and allow Delphine Bailey and husband to repair the little jeep in the park. Wiens seconds the motion, and the motion carries unanimously.
- B. Councilmember Berg reports on and recommends a request to place donated hand-made dog waste stations along Touchet River Levee Walking Path – We would like to move the waste container from caboose park to the entrance of the walking path. Planner Director Bailey cleared up the confusion on the waste container it's a new one not a homemade one. Bailey makes motion to allow placement of the waste container near the walking path entrance. Paris seconds the motion, and the motion carries unanimously.
- C. Upcoming Street Improvement Projects – Craig George, Mayor
 - i. E. Clay Street between S. 7th and S. 8th Streets – Mayor George explains that we will be paving E Clay between 7 & 8th streets on the hill the bid will go out in a month or so.
 - ii. N. Cherry Street between Commercial Avenue to dead end- Mayor George explained later this summer this are will be getting a double chip seal
 - iii. S. 5th Street between Day Street and dead end – Mayor explained this area will also get a double chip seal, we will be working with the County on this and our Public Works crew.

Public Safety – There is no report.

Public Works – There is no report

Finance –Weatherford reports the Finance Committee met and discussed streets, the abatement project and other items have been covered in tonight's meeting.

Parks/Public Grounds – Bailey – We will be having a tree meeting when Trina gets back.

Planning/Economic Development –Kaczmariski reports the Planning Committee has been busy, Meagan will cover it in her report.

Personnel – Paris reports the Personnel Committee met and discussed reclassification of office staff.

Emergency Management – There is no report.

Chamber of Commerce – Berg reports the Chamber has done an excellent job keeping us informed, now the big push is Dayton Days and All Wheels.

Commissioners – Mayor George wants to welcome Ryan Rundell to the commissioner’s position.

5. REPORTS OF CITY OFFICERS

Meagan Bailey, Planning Director:

- I. Reports 11 new home sales for 2019.
- II. Bailey will be attending a conference in Chelan the first of May.
- III. Blue Mountain Trails Steering Committee – One meeting last month, Bailey will be sitting on this committee for the city and county.
- IV. Code Compliance Abatement Case Progress - Right of way intrusion was taken care of. We have 20 cases in 2019. Actively working on procedural improvements, code amendments. Customer is in violation of not having active garbage can. They are working on it. North 1st Street abatement working on it.
- V. Building Dept – Phoenix Pulp permitted demo permit, in the applications process to reconstruct. Cush property they are working on it, there is a merger for both lots once all cleaned up. Frontier too was sold and new owner are working to make it better Permits have mostly been roofing and mechanical permit except one new house permit ..
- VI. New Legislation Tracking, Bailey reviewed Hot Legislative topics she is tracking.
- VII. Comprehensive Plan Update Project – We are almost there final workshop will be May 21st at the fairground.
- VIII. Slogan for City of Dayton - Has been designed by Bo Graphics - Questions on adoption of the Logo for the City.

Public Works Request

Request to hire seasonal employee to assist with the Park and Cemetery Maintenance based on Department of Corrections policy change for 2019 –Mayor George and Elkins explained the issues with the Inmate work crew. Paris makes a motion to approve the hire of one possibly two seasonal employees. Bailey seconds the motion, and the motion carries unanimously.

Sheriff - Joe Helm reports – Still going thru a transition period – Deputies have been very proactive. Deputy Ferguson is on main street patrol we have sited 32 people for excessive speed.

Citizenz Acadamey is progressing very well, over 20 volunteers have signed up for search and rescue, reserves and at the Office. We have 10 – 15 others that have volunteered for other area. Deputies are working together nicely.

Public Works – Elkins reports Public Works is busy cleaning up after winter.

City Clerk-Treasurer – Hays reminds everyone of the Mayors going away party April 16 @ the Delaney Building.

Mayor Pro-Tempore – There is no report.

Mayor – Mayor reports on Pacific Power /Blue Sky Communications.

Mayor reads letter of interest from Delphine Bailey.

Mayor read a Thank You card from Lorna Barth

6. UNFINISHED BUSINESS

ACTION: None

7. NEW BUSINESS

- i. **RECOMMENDED ACTION:** Authorize the Columbia County Sheriff's Office to use of Pietryzcki Park (Dayton City Park) for the Annual National Night Out August 6, 2019, Weatherford makes a motion to Authorize the Columbia County Sheriff's Office to use of Pietryzcki Park (Dayton City Park) for the Annual National Night Out August 6, 2019. Byron seconds the motion, and the motion carries unanimously.
- ii. **RECOMMENDED ACTION:** Authorize a contract with Municipal Research and Services Center to provide the City with membership in MRSC Rosters. , Paris makes a motion to Authorize a contract with Municipal Research and Services Center to provide the City with membership in MRSC Rosters. Bailey seconds the motion, and the motion carries unanimously.
- iii. **RECOMMENDED ACTION:** Authorize Resolution No. 1375, Investment of City of Dayton's Monies in The Local Government Investment Pool. Bailey makes a motion to Authorize Resolution No. 1375, Investment of City of Dayton's Monies in The Local Government Investment Pool. Berg seconds the motion, and the motion carries unanimously.
RECOMMENDED ACTION: Authorize Ordinance No. 1946, Amending the City of Dayton 2019 Budget, Adopted by Ordinance No. 1941 on December 5, 2018 Berg makes a motion to Authorize Ordinance No. 1946, Amending the City of Dayton 2019 Budget, Adopted by Ordinance No. 1941 on December 5, 2018. Weatherford seconds the motion, and the motion carries unanimously.
- iv. **RECOMMENDED ACTION:** Authorize Ordinance No. 1947, amending the 2019 Salary Schedule Creating One New Classification and Reclassifying One Incumbent Position in the City Administrator's Department and Amending the Salary Schedule to Provide for the New Classification; Providing for Severability; Providing for Corrections; and Establishing an Effective Date. Bailey makes a motion to Authorize Ordinance No. 1947, amending the 2019 Salary Schedule Creating One New Classification and Reclassifying One Incumbent Position in the City Administrator's Department and Amending the Salary Schedule to Provide for the New Classification; Providing for Severability; Providing for Corrections; and Establishing an Effective Date. Weatherford seconds the motion, and the motion carries unanimously.
- v. Annual Street Yard Sale Request to close certain streets. Byron makes a motion to Approve certain streets to close for Annual Street Yard Sale. Berg seconds the motion, and the motion carries unanimously.

8. FINAL PUBLIC COMMENT

Melissa – Chamber Director – Asked for volunteers for a new event which involves music, food and evening market.

Paris – Would like to Commend Public works crew on filling the pot holes.

Megan Bailey – Flood Control Zone Meeting April 16th 6:00 – 8:00 pm at the fairgrounds pavilion

Deb Hays – Reminder of the Mayors Party April 16th 4-6:30 @ the Delaney Building

Dave Elkins – He thought the council should vote on accepting the Mayors resignation,
Thank you Mayor

Zac Weatherford – Thank you for your service Mayor.

Mayor George – Its been a great 11 ½ years, Thank you for that. The Mayor also thanked
Jim Kimme and Michael Haight for attending every meeting that their schedules would
allow. Mayor George thanked the council for being easy to work with.

9. ADJOURN

With no further business to come before the Council, the regular meeting is adjourned at
7:30 p.m.

City of Dayton

By: Zac Weatherford, Mayor Pro Tem

Attested:

Approved:

05/08/2019

Trina Cole , City Administrator

Date



Register

Agenda Item No. 2(B)
05/08/2019

Fiscal: 2019
Deposit Period: 2019 - April, 2019 - March
Check Period: 2019 - April - April 30, 2019 - April - April 15, 2019 - April - April 10, 2019 - March - March 31, 2019 - March - March 15, 2019 - March - March 13

Number	Name	Print Date	Clearing Date	Amount
Bank of Eastern Oregon	7270002352			
Check				
<u>46821</u>	Anderson Perry & Assoc	3/20/2019	3/28/2019	\$51,544.73
<u>46822</u>	Adam Michaelson	3/21/2019		Void
<u>46823</u>	Barb Gibson	3/21/2019	3/29/2019	\$41.87
<u>46824</u>	Basin Disposal, Inc	3/21/2019	3/27/2019	\$170.24
<u>46825</u>	Carol M. Rahn	3/21/2019		\$48.28
<u>46826</u>	Centurylink	3/21/2019	3/21/2019	\$924.52
<u>46827</u>	City Lumber & Coal Yard	3/21/2019	3/27/2019	\$227.08
<u>46828</u>	City of Dayton	3/21/2019	3/25/2019	\$1,066.73
<u>46829</u>	Col Co Planning & Building	3/21/2019	3/27/2019	\$1,980.06
<u>46830</u>	Coleman Oil Company	3/21/2019		\$1,868.29
<u>46831</u>	Dayton Mercantile	3/21/2019	3/27/2019	\$6.92
<u>46832</u>	Dayton Tractor & Machine, Inc	3/21/2019	3/28/2019	\$3.79
<u>46833</u>	Gary Lowe	3/21/2019		\$41.50
<u>46834</u>	Humbert Asphalt, Inc.	3/21/2019	3/27/2019	\$8,325.00
<u>46835</u>	Invoice Cloud	3/21/2019		\$131.60
<u>46836</u>	Kim Bainter	3/21/2019		\$41.50
<u>46837</u>	Pacific Power	3/21/2019	3/21/2019	\$14,356.24
<u>46838</u>	Platt Electric Supply	3/21/2019	3/27/2019	\$10.64
<u>46839</u>	Ryan Jones	3/21/2019		\$96.55
<u>46840</u>	Sarah Peterson	3/21/2019		\$96.55
<u>46841</u>	Scott Noel-Hemming	3/21/2019		\$24.70
<u>46842</u>	Bryan Land Surveying, LLC	3/25/2019	3/27/2019	\$4,200.00
<u>46843</u>	Cody Steinhoff	3/26/2019		\$34.30
<u>46844</u>	Coleman Oil Company	3/26/2019	3/28/2019	\$1,031.75
<u>46845</u>	Dept Of Revenue	3/26/2019	3/25/2019	\$5,802.81
<u>46846</u>	Ferrellgas	3/26/2019		\$83.98
<u>46847</u>	Jay's Garage	3/26/2019		\$365.33
<u>46848</u>	Konen Rock Crushing, Inc	3/26/2019		\$116.64
<u>46849</u>	Northwest Administrators	3/26/2019		\$1,446.43
<u>46850</u>	Pepsi Cola - Walla Walla	3/26/2019		\$31.25
<u>46851</u>	Skyline Parts Inc	3/26/2019		\$1,033.77
<u>46852</u>	Staples Credit Plan	3/26/2019	3/27/2019	\$347.04
<u>46853</u>	Total Office Concepts	3/26/2019	3/29/2019	\$102.38
<u>46854</u>	Touchet Valley Television, Inc	3/26/2019		\$65.00
<u>46855</u>	U.S. Bank N.A. - Custody	3/26/2019		\$32.00

Number	Name	Print Date	Clearing Date	Amount
46856	USA Bluebook	3/26/2019		\$409.57
46857	Vision Forms, LLC	3/26/2019		Void
46858	Vision Municipal Solutions	3/26/2019		\$12,034.52
46859	Walla Walla Regional Water	3/26/2019	3/29/2019	\$90.00
46860	Western States Equipment	3/26/2019		Void
50030	John, Rob	3/31/2019	3/29/2019	\$95.60
50032	Col Co Auditor	4/8/2019		\$52.25
50033	Cole, Trina D	4/8/2019		\$280.48
50034	Col Co Treasurer	4/9/2019		\$7,225.00
50035	Humbert Asphalt, Inc.	4/9/2019		\$76,935.80
50036	Marcio Souza	4/9/2019		\$102.00
50037	Centurylink	4/10/2019		\$922.39
50038	Col Co Treasurer	4/10/2019		\$36,745.09
50039	Jones Truck & Implement	4/10/2019		\$38.01
50040	Pacific Power	4/10/2019		\$13,752.47
50041	Powers, Chester M	4/10/2019		\$172.28
50058	Anatek Labs, Inc	4/15/2019		\$450.00
50059	Bank Of America	4/15/2019		\$1,009.76
50060	Basin Disposal, Inc	4/15/2019		\$170.24
50061	Carol Sexton	4/15/2019		\$41.87
50062	CI Information Management Shred Division	4/15/2019		\$34.06
50063	City Lumber & Coal Yard	4/15/2019		\$279.06
50064	Col Co Planning & Building	4/15/2019		\$7,225.00
50065	Coleman Oil Company	4/15/2019		\$1,293.69
50066	David Pollin	4/15/2019		\$63.30
50067	Dayton Chronicle	4/15/2019		\$129.95
50068	Dayton Electric	4/15/2019		\$119.24
50069	Dayton Mercantile	4/15/2019		\$16.25
50070	Dept Of Retirement Systems	4/15/2019		\$25.00
50071	Ferguson - Seattle WW #1539	4/15/2019		\$4,782.48
50072	Gemmell's Machine Works	4/15/2019		\$1,680.20
50073	George, Craig	4/15/2019		\$40.00
50074	Granich Engineered Products	4/15/2019		\$3,337.23
50075	Inland Asphalt Company	4/15/2019		\$710.62
50076	Jones Truck & Implement	4/15/2019		\$96.91
50077	Kathy Sali	4/15/2019		\$51.10
50078	Les Schwab Tire Center	4/15/2019		\$43.49
50079	Marcio Souza	4/15/2019		\$98.20
50080	McGregor Company	4/15/2019		\$1,050.12
50081	Menke Jackson Beyer &	4/15/2019		\$1,479.60
50082	MRSC Rosters	4/15/2019		\$135.00
50083	One Call Concepts, Inc	4/15/2019		\$28.68
50084	Pacific Power	4/15/2019		\$57,732.32
50085	Pepsi Cola - Walla Walla	4/15/2019		\$31.24
50086	Petty Cash - City Of Dayton	4/15/2019		\$455.44
50087	Platt Electric Supply	4/15/2019		\$115.90

Number	Name	Print Date	Clearing Date	Amount
<u>50088</u>	Skyline Parts Inc	4/15/2019		\$290.12
<u>50089</u>	Staples Credit Plan	4/15/2019		\$126.31
<u>50090</u>	The General Store	4/15/2019		\$19.29
<u>50091</u>	Total Office Concepts	4/15/2019		\$138.27
<u>50092</u>	Touchet Valley Television, Inc	4/15/2019		\$65.00
<u>50093</u>	U.S. Bank N.A. - Custody	4/15/2019		\$32.00
<u>50094</u>	Verizon Wireless	4/15/2019		\$228.79
<u>50095</u>	Vision Forms, LLC	4/15/2019		\$3,055.81
<u>50096</u>	Western States Equipment	4/15/2019		\$589.80
<u>50097</u>	City of Dayton	4/24/2019		\$732.49
<u>50098</u>	Dept Of Revenue	4/24/2019		\$5,572.62
<u>50099</u>	Environmental Systems Research Institute, Inc.	4/24/2019		\$1,029.80
<u>50100</u>	Northwest Administrators	4/24/2019		\$1,350.83
<u>50101</u>	Paul Mellish	4/24/2019		\$67.60
<u>50102</u>	Vision Municipal Solutions	4/24/2019		\$15.78
<u>50103</u>	WA Municipal Clerks Assoc	4/24/2019		\$75.00
<u>9946834</u>	Humbert Asphalt, Inc.	3/31/2019		\$0.00
<u>99946834</u>	Humbert Asphalt, Inc.	3/31/2019		\$0.00
		Total	Check	\$340,670.39
		Total	7270002352	\$340,670.39
		Grand Total		\$340,670.39



Register

Agenda Item No. 2(C)
05/08/2019

Fiscal: 2019
Deposit Period: 2019 - April
Check Period: 2019 - April - April 30, 2019 - April - April 15, 2019 - April - April 10

Number	Name	Print Date	Clearing Date	Amount
Bank of Eastern Oregon Check	7270002352			
<u>50031</u>	WA State Employment Security	4/3/2019		\$841.51
<u>50042</u>	Bowhay, Michael H.	4/15/2019		\$1,687.70
<u>50043</u>	Cole, Trina D.	4/15/2019		\$2,667.55
<u>50044</u>	Costello, James S.	4/15/2019		\$2,595.13
<u>50045</u>	Elkins, David J.	4/15/2019		\$1,721.57
<u>50046</u>	Fletcher, Lloyd	4/15/2019		\$1,578.61
<u>50047</u>	Hays, Debra M.	4/15/2019		\$1,916.37
<u>50048</u>	John, Rob	4/15/2019		\$1,147.02
<u>50049</u>	Moton, Donald G.	4/15/2019		\$1,441.03
<u>50050</u>	Souza, Marcio	4/15/2019		\$1,280.70
<u>50051</u>	Strickland, Eddie L	4/15/2019		\$1,779.08
<u>50052</u>	Sweetwood, David	4/15/2019		\$1,524.67
<u>50053</u>	Westergreen, Connie	4/15/2019		\$1,144.94
<u>50054</u>	Council No. 2	4/15/2019		\$452.40
<u>50055</u>	Daniel H Brunner, Chapter 13 Trustee	4/15/2019		\$414.50
<u>50056</u>	Internal Revenue Service - U S Treasury	4/15/2019		\$6,911.75
<u>50057</u>	Washington State Support Registry	4/15/2019		\$94.00
<u>50104</u>	Bailey, V. Delphine	4/30/2019		\$138.52
<u>50105</u>	Berg, Kathleen A.	4/30/2019		\$138.52
<u>50106</u>	Bowhay, Michael H.	4/30/2019		\$1,734.49
<u>50107</u>	Cole, Trina D.	4/30/2019		\$2,671.72
<u>50108</u>	Costello, James S.	4/30/2019		\$2,592.68
<u>50109</u>	Elkins, David J.	4/30/2019		\$1,776.89
<u>50110</u>	Fletcher, Lloyd	4/30/2019		\$1,637.12
<u>50111</u>	George, Craig	4/30/2019		\$848.50
<u>50112</u>	Hays, Debra M.	4/30/2019		\$1,917.63
<u>50113</u>	John, Rob	4/30/2019		\$1,126.67
<u>50114</u>	Kaczmarski, Byron	4/30/2019		\$138.52
<u>50115</u>	Moton, Donald G.	4/30/2019		\$1,557.65
<u>50116</u>	Nysoe, Dain	4/30/2019		\$138.52
<u>50117</u>	Paris, Michael	4/30/2019		\$138.52
<u>50118</u>	Rounsvile, William	4/30/2019		\$559.38
<u>50119</u>	Souza, Marcio	4/30/2019		\$1,259.72
<u>50120</u>	Strickland, Eddie L	4/30/2019		\$1,633.24
<u>50121</u>	Sweetwood, David	4/30/2019		\$1,576.83
<u>50122</u>	Weatherford, Zachary M	4/30/2019		\$138.52

Number	Name	Print Date	Clearing Date	Amount
<u>50123</u>	Westergreen, Connie	4/30/2019		\$1,440.04
<u>50124</u>	Wiens, Matt	4/30/2019		\$138.52
<u>50125</u>	AFLAC Remittance Processing	4/30/2019		\$437.71
<u>50126</u>	Daniel H Brunner, Chapter 13 Trustee	4/30/2019		\$414.50
<u>50127</u>	Dept of Retirement Systems	4/30/2019		\$11,865.52
<u>50128</u>	Internal Revenue Service - U S Treasury	4/30/2019		\$7,413.98
<u>50129</u>	Northwest Administrators	4/30/2019		\$12,994.25
<u>50130</u>	Washington State Support Registry	4/30/2019		\$94.00
<u>50131</u>	WSCCCE	4/30/2019		\$1,111.08
		Total	Check	\$86,831.77
		Total	7270002352	\$86,831.77
		Grand Total		\$86,831.77

RESOLUTION NO. 1376

**A RESOLUTION OF THE CITY OF DAYTON, WASHINGTON,
AUTHORIZING AN INTERFUND LOAN FROM THE CEMETERY ENDOWMENT
FUND TO THE CAPITAL IMPROVEMENT FUND IN AN AMOUNT OF
\$71,500 (SEVENTY-ONE THOUSAND FIVE HUNDRED) FOR E. CLAY
STREET PAVEMENT PRESERVATION PROJECT SCHEDULED FOR
CONSTRUCTION IN 2019**

WHEREAS, the City of Dayton ("CITY") authorized Resolution No. 1342 adopting the 2019 - 2024 Six-Year Transportation Improvement Plan ("TIP"); and

WHEREAS, the 2019 - 2024 TIP established City-wide Pavement Preservation Program as a priority for the City; and

WHEREAS, the City determined that E. Clay Street beginning at S. 7th Street and continuing to S. 8th Street should be improved to restore the street facility's overall condition and improve the drainage conditions; and

WHEREAS, the City Council of the City of Dayton approved Ordinance No. 1941 adopting the 2019 City of Dayton Budget ("Budget"); and

WHEREAS, the Budget includes an E. Clay Street Pavement Preservation Project beginning at S. 7th Street and continuing to S. 8th Street;

WHEREAS, the Cemetery Endowment Fund has municipal monies which are clearly in excess of current needs and is legally available for investment;

WHEREAS, the Budget supports an interfund loan from the Cemetery Endowment Fund to the Capital Improvement Fund to finance the capital improvements to E. Clay Street; and

WHEREAS, the City expects that the interfund loan will be repaid by Transportation Benefit District Funds through the Capital Improvements Fund.

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

Section 1. An interfund loan in the amount of \$71,500 is hereby authorized from the Cemetery Endowment Fund to the Capital Improvements Fund for the 2019 E. Clay Street Pavement Preservation Project scheduled for construction in 2019.

Section 2. The term of the interfund loan shall be for a period of five (5) years.

Section 4. Beginning April 2020, the Capital Improvements Fund shall make annual installments to the Cemetery Endowment Fund at an external interest rate of 2.375% annually. The principal shall be deposited into the Cemetery Endowment Fund and the interest shall be deposited into the Current Expense Fund - Cemetery by April 30 of each year as provided in Attachment "A". There shall be no penalty for early pay-off.

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

City of Dayton

By: Zac Weatherford, Mayor Pro Tem

Attested/Authenticated:

Trina Cole, City Administrator

Approved as to form:

Quinn Plant, City Attorney

Attachment "A"

Resolution No. 1376

Adopted:05/08/2019

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	4/30/2020	\$71,500.00	\$12,926.61	\$0.00	\$12,926.61	\$11,228.48	\$1,698.13	\$60,271.52	\$1,698.13
2	4/30/2021	\$60,271.52	\$12,926.61	\$0.00	\$12,926.61	\$11,495.16	\$1,431.45	\$48,776.36	\$3,129.57
3	4/30/2022	\$48,776.36	\$12,926.61	\$0.00	\$12,926.61	\$11,768.17	\$1,158.44	\$37,008.19	\$4,288.01
4	4/30/2023	\$37,008.19	\$12,926.61	\$0.00	\$12,926.61	\$12,047.66	\$878.94	\$24,960.52	\$5,166.96
5	4/30/2024	\$24,960.52	\$12,926.61	\$0.00	\$12,926.61	\$12,333.80	\$592.81	\$12,626.72	\$5,759.77
6	4/30/2025	\$12,626.72	\$12,926.61	\$0.00	\$12,626.72	\$12,326.84	\$299.88	\$0.00	\$6,059.65

INTEROFFICE MEMORANDUM

TO: DAYTON CITY COUNCIL
FROM: MEAGAN BAILEY
SUBJECT: PLANNING DEPARTMENT REPORT
DATE: MAY 8TH, 2019
CC: FILE

Discussion:

1. Planning Updates
 - a. Dayton Comprehensive Plan Update
 - i. OPEN HOUSE SCHEDULED FOR 5/21 @ 6:30 – Council representation desired
 - b. Flood Control Zone Open House
 - i. OPEN HOUSE SCHEDULED FOR 5/23 @ 2-6pm – Council representation desired
 - c. **One opening still in DPC**
 - d. Continuing to work on DHPC guidelines review
 - e. Upcoming additions to DMC: Special Events
2. Code Compliance Update/Focus
 - a. 209 North 5th Street
 - b. Abatement case on North 1st – papers served
3. Building Department Updates
 - a. Energy Code Short Course
 - i. CLASS SCHEDULED FOR 05/30 @ 10am – Council representation desired
 - b. Columbia Pulp nearing completion – predicted July start



INTERAGENCY AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)
NO. 93-099086

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named firm, hereinafter referred to as the City.

DNR and the City enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

City of Dayton
111 S. 1st Street
Dayton, WA 99361
Phone: (509) 382-2361
Email: tcole@daytonwa.com

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The purpose of this Agreement is to examine the City's Main Street London Planetrees and their root systems and create a strategic management plan to safeguard their health long-term and mitigate private and public infrastructure damages.

2.0 Scope of Work. The City shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment B, Section II – Proposal Narrative. The City shall produce one bi-annual report by October 31, 2019, and one final report by April 30, 2020, summarizing work performed and evaluating the performance and results of this agreement.

3.0 Period of Performance. The period of performance of this Agreement shall begin on the final execution by both parties, and end on April 30, 2020, unless terminated sooner as provided herein.

4.0 Payment. The parties estimate that the cost of accomplishing the work will not exceed Fourteen Thousand and 00/100 Dollars (\$14,000). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Pay for services shall be based on the rates and terms described in Attachment B, Section III – Proposal Budget. Funding for this contract is provided by US Forest Service 2015 Consolidated Payment Grant, Grant number: 2015-DG-

11062765-729, CFDA #10.664: Cooperative Forestry Assistance, DNR Program Index 244, project code GVE.

5.0 Billing Procedures. The City may submit invoices quarterly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Agreement number 93-099086 and Invoice date
- B. Organization & Primary contact name
- C. Phone Number and email address
- D. Federal Employment Identification Number
- E. DUNS Number
- F. Summary of work completed
- G. Detail of Expenses
- H. Documentation for all reimbursable expenses
- I. Any other relevant information

6.0 Records Maintenance. The City shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the City in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. The City shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

7.0 Outreach and Printed Materials. Grantees will post and share with DNR a media release informing the community of the project, acknowledging Washington Department of Natural Resources and USDA Forest Service.

All printed materials, signs, and other products including websites resulting from this grant must be reviewed by DNR prior to publishing. USDA Forest Service support shall be acknowledged in all publications or audiovisuals in accordance with USDA Supplemental 2 CFR 415.2. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

“Funds for this project were provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program.”

Appropriate agency logos may be used in addition to the above statement, and are supplied to successful applicants. Logos are available on the DNR website on this web page:

<http://www.dnr.wa.gov/community-forestry-assistance-grant-resources>.

USDA Equal Opportunity statement must be included in all publications:

“The USDA is an equal opportunity provider and employer.”

8.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be ‘works for hire’ as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned equally by the DNR and the City. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

9.0 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

10.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

11.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days’ prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

12.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

13.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

14.0 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable state and federal statutes and rules;
- (2) Scope of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

15.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

16.0 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

17.0 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

18.0 Responsibilities of the Parties/Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The City's obligation to indemnify, defend, and hold harmless includes any claim by the City's agents, employees, representatives, any subcontractor or its employees, or any third party.

However, the City shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) the City, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, the City's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of the City, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

The City waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

19.0 Insurance. Before using any of said rights granted herein and its own expense, the City shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

The City shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. The City shall also provide renewal certificates as appropriate during the term of this Agreement.

The City shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of the City to have its subcontractors and agents comply with the insurance requirements contained herein does not limit the City's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: The City shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each

occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: The City shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: The City shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." The City waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): The City shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. The City waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance the City waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15WAC.

Self-Insurance: If the City is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that the City's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of the City is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: The City waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

20.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

21.0 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

22.0 Project Coordinators.

(1) The Project Coordinator for the City is Trina Cole, Telephone Number (509) 382-2361, Email tc@daytonwa.com.

(2) The Project Manager for DNR is Linden Lampman, Urban & Community Forestry Program Manager. Telephone Number (360) 902-1703, Email Linden.Lampman@dnr.wa.gov.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF DAYTON

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES (DNR)**

_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Name		Julie Sackett _____ Name	
_____ Title		Forest Health & Resiliency Division Manager _____ Title	
_____ Address		1111 Washington Street SE Olympia WA 98504-7037 _____ Address	
_____ Telephone		(360) 902-1765 _____ Telephone	

ATTACHMENT A

MINIMUM FEDERAL PROVISIONS

The Washington State Department of Natural Resources (DNR), as a Contractor or Grantee with a federal entity, is entering into this Agreement with a sub-contractor or sub-recipient.

"Sub-contractor/Sub-recipient" is defined as an entity and/or individual, including all employees, who has entered into a contract or agreement with a Contractor/Grantee receiving federal funds for the purposes of this Agreement.

The information contained in this attachment is not intended to substitute federal guidance, or interpret federal law. It is intended to be used as a tool for the Sub-contractors/Sub-recipients. It is the Contractor's/Grantee's or Sub-contractor's/Sub-recipient's responsibility to ensure compliance with the most up-to-date applicable federal laws, rules and regulations in order to carry out the terms and conditions of this agreement

1. Cost Principles. By accepting Federal assistance, the Contractor/Grantee and/or Sub-contractors/Sub-recipients agrees to abide by the applicable Office of Management and Budget (OMB) Circulars including, but not limited to federal regulation 2 CFR Part 200 sections A-F as well as appendixes, revisions and additional sections as supplemented by the funding agency in the expenditure of federal funds and performance under this program.

2. Audit Requirements. Non-federal entities that expend \$750,000 or more federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996. Recipients expending less than \$750,000 in a year are exempt from federal audit requirements but must make records available for review or audit by federal agencies and/or DNR.

3. Executive Compensation. Contractors/Grantees as well as Sub-contractors/Sub-recipients must report the names and total compensation of each of the Contractor/Grantee's and/or Sub-contractor's/Sub-recipient's five most highly compensated executives for the Contractor/Grantee's and/or Sub-contractors/Sub-recipients preceding completed fiscal year if: In the Contractor/Grantee's and/or Sub-contractor's/Sub-recipient's fiscal year, the Contractor/Grantee and/or Sub-contractor/Sub-recipient received-

- i.) 80 percent or more of its annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act (and sub-awards); and
- ii.) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, (and sub-awards); and
- iii.) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the

Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a) 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Refer to complete instructions for reporting, exemptions and definitions as contained in federal regulation 2 CFR 170

4. Trafficking in Persons. Contractor/Grantee and/or Sub-contractor/Sub-recipient are prohibited from trafficking in persons as detailed in federal regulation 2 CFR-Grants and Agreements.

5. Eligible Workers. Sub-contractor/Sub-recipient shall ensure that all employees complete federal form I-9 "Employment Eligibility Verification" to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324a). Sub-contractor/Sub-recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any subsequent sub-award under this agreement.

6. DUNS and FAIN Requirements. Federal Award Identification Number (FAIN) must be included on any sub-award documents issued by Contractor/Grantee and/or Sub-contractor/Sub-recipient.

Sub-contractor/Sub-recipient may not make a sub-award to any entity unless the entity has provided its Dun and Bradstreet Data Universal Numbering System (DUNS) number to DNR.

7. Debarment and Suspension. Sub-contractor/Sub-recipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Sub-contractor/Sub-recipient shall immediately inform the Federal funding agency and DNR if they or any of its principals become excluded, debarred, or suspended from entering into covered transactions with the federal government. Additionally, should Sub-contractor/Sub-recipient or any of its principles receive a transmittal letter or other official federal notice of debarment or suspension they shall notify the Federal funding agency and DNR without undue delay. This applies whether the exclusion, debarment or suspension is voluntary or involuntary.

Contractors/Grantees and/or Sub-contractors/Sub-recipients are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. All non-procurement transactions (i.e., sub-awards), irrespective of award amount, are considered covered transactions.

When a Contractor/Grantee and/or Sub-contractor/Sub-recipient enters into a covered transaction with an entity at a lower tier, the Contractor/Grantee and/or Sub-contractor/Sub-recipient must verify that the entity is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the System for Awards Management (SAM) at <https://www.sam.gov>, collecting a certification from the entity or adding a clause or condition to the covered transaction.

8. Non-Discrimination. During the performance of activities under this Agreement, the Sub-contractor/Sub-recipient shall comply with all federal, state and local non-discrimination laws, regulation and policies. In the event of the Sub-contractor's/Sub-recipient's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, cancelled or terminated in whole or in part, and the Sub-contractor/Sub-recipient may be declared ineligible for further agreements with DNR.

In accordance with Federal law and U.S. Department of Agriculture (USDA)/Department of Interior (DOI) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

USDA – To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (202) 720-5964.

DOI – The formal complaint should be filed by you or your representative, using Department of the Interior Form DI-1892, with the Bureau or Office EEO Officer where the alleged discriminatory incident occurred or with the Director, Office for Equal Opportunity, 1849 C Street N.W., MS-1442 MIB, Washington, D.C. 20240. The DI-1892 form may be obtained from the EEO Counselor or the Bureau EO Office.

If you are filing a complaint against another agency go to <http://www.hhs.gov/ocr/civilrights/complaints/index.html>, for more information.

9. Lobbying. Sub-contractor/Sub-recipient shall not use funds from this Agreement to pay any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Sub-contractor/Sub-recipient shall complete

and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Contractor/Grantee and/or Sub-contractor/Sub-recipient shall include the above language in documents for all sub-awards under this Agreement at all tiers.

10. Other Grant Specific Requirements. For further information related to federal requirements that may apply to Contractor/Grantee and applicable Sub-contractors/Sub-recipients under this Agreement, go to: <http://www.whitehouse.gov/omb/grants>

ATTACHMENT B



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

2019 Community Forestry Assistance Grant Proposal Form

Funds for this grant are made available through the USDA Forest Service, administered by the Department of Natural Resources (DNR) Urban and Community Forestry Program.

Section I — Proposal Summary

Please complete all fields. *The signature must be an original on a printed version of this application; scanned copies in .pdf format are acceptable for electronic submissions.*

Project name (five words or less) Main Street Trees Management Solution

Location (City) Dayton Tree City USA Y N

Name of Applicant (Organization) City of Dayton

Daytime Phone # (509) 382-2361 Applicant's Federal I.D. Number 91-6001243

Applicant Address 111 S. 1st Street

City Dayton State WA Zip 99361

Contact Person Trina Cole Daytime Phone # (509) 382-2361

Fax # N/A E-mail Address tcole@daytonwa.com

Brief Description of Project and Objective(s) (not to exceed 5 lines of text):

The Project proposes to hire a certified arborist with risk assessment qualifications and a licensed contractor to expose and examine our Main Street London Planetrees and their root systems and create a strategic management plan/solution to safeguard their health, for long-term and mitigate private and public infrastructure damages.

Project GIS Coordinates: Reference Point Lat/Long: Longitude: -117.976191 to -117.982819
Latitude: 46.321445 to 46.318429 - Attachment A

DNR funds requested*	from budget work sheet	\$ <u>14,000</u>
Applicant share*	from budget work sheet	\$ <u>14,154</u>
In-kind share*	from budget work sheet	\$ <u>156</u>
Cash share*	from budget work sheet	\$ <u>0</u>
Total amount of project*	from budget work sheet	\$ <u>28,310</u>

*Please round to the nearest dollar

By signing this grant proposal application form, the undersigned agrees that all information is accurate to the best of their knowledge.

Trina Cole, City Administrator

Name and Title of Authorized Representative

Trina Cole

02/25/2019

Signature of Authorized Representative

Date

ATTACHMENT B

Section II — Proposal Narrative

Applicants must address each item within the space provided.

1. Organizational Commitment

List the goals, purpose, mission statement or other guiding principles in your organization that support urban forest management. (Comprehensive plan, urban forest management plan, etc.):

In 1994, the City of Dayton and various community stakeholders were successful in recreating our community's core commercial area, Main Street. Part of this project included the planting of approximately 35 London Planetrees. It was the stakeholders desire to have streets lined with tree canopies similar to, well, London, France. These tree plantings did not come to fruition without controversy.

There was concern that this rather large species of tree would damage the surrounding infrastructure such as water and sewer utility lines and the newly installed sidewalk systems. In addition, there were concerns on the distresses a tree's canopy may have on abutting structures.

To mitigate some of the community's concerns, each tree was planted with a 4' culvert-type constraint that encompassed the root ball. Then metal grates were installed to surround each trunk's diameter. Also, the City Council passed a policy supporting the City's ongoing maintenance of the trees, i.e. budgeting to have the trees properly cared for annually.

In the early 2000s, the City experienced some serious financial pitfalls, and; unfortunately, the maintenance of these community treasures was deferred for many years. The lack of maintenance made the concerns of 1994 become a reality.

Over the course of the last eight years, the heaving of sidewalk sections and metal grates abutting the trunks of these trees have become more and more evident. Individuals have reported trip hazards and actual tripping within certain sections of sidewalk. Property owners have complained about the tree canopy scraping the sides and roofs of their buildings. In 2018, the City received its first claim for damages a London Planetree branch did to a local business owner's roof (Attachments B and C).

There has been extensive discussion with property owners, Chamber of Commerce, economic development stakeholders, a licensed arborist, Department of Natural Resources and the City regarding the Main Street trees. All parties have agreed that the London Planetrees are a huge community asset from the visual impact to the environmental benefits each tree provides. The parties have also agreed that the trees may be creating public safety issues. And, more importantly, that a system needs to be manifested to assist the City in successfully managing our Main Street London Planetrees. (Attachments D and E)

2. Planning/Project Description

Describe your project including clearly defined project purpose and objective(s):

The objectives are to: 1) Contract with a licensed arborist with tree risk assessment qualifications, and sidewalk and infrastructure experience to investigate one to three mature tree root systems; 2) Hire a licensed contractor to work side by side with the licensed arborist and the City Public Works Department to remove strategic sections of sidewalk to expose 2 – 3 tree root systems and to

ensure that the root systems are not damaged inadvertently; 3) Combine the outcome from the root investigation phase into an overall Main Street Tree Management Plan; and 4) Work with stakeholders periodically throughout the process providing intermittent project updates and copies of the final plan.

The Plan should include, but not be limited to: 1) A visual tree assessment of each tree along the Main Street; 2) A summary of the data collected that provides an accurate picture of the condition of the Main Street Trees; 3) An assessment of maintenance needs of the trees, a strategy for the removal of hazardous conditions and the development of an operational long-term maintenance program. Maintenance needs should be prioritized based on short, mid and long-term timetable with public safety being the most important need to allow for the trees to flourish while reducing negative impacts on private and public infrastructure. The long-term maintenance program should include pruning needs of the trees; 4) Planting requirements for replacing London Planetrees or other appropriate species; and 5) Create a reasonable tree care budget.

Describe the timeline for the project citing key project benchmarks and estimated dates: Please include mid- and final reports to DNR, community and media outreach (news articles, newsletter, blog posts, social media, etc.). For projects extending the full two years, reports must be submitted bi-annually. Final reports and invoices are due no later than April 30, 2020.

The planned timeline for the project is as follows:

Issue DNR vetted News Release: April 2019

Distribution of Request for Proposals: May 7, 2019

Distribute Bids for Sidewalk Removal/Tree Root Excavation/Tree Root Recovering/Small Works Roster Process: May 7, 2019

Open Bids: June 3, 2019

Consultant Selection: June 3, 2019

Negotiate Consultant Contract: June 5 -10, 2019

Award Contracts: June 12, 2019

Meet with Stakeholders, Consultant and Contractor to discuss Project: June 19, 2019

Start Project: Late June 2019

Mid-Project Report to DNR: July 11, 2019

Draft Management Plan to DNR and City Council: September 30, 2019

2nd Meeting with Stakeholders: October 15, 2019

Final Plan and Report to DNR and City Council: November 30, 2019

Successful grantees acknowledge that they are required to distribute a formal news release, vetted by DNR staff, and with appropriate recognition for DNR and the USDA Forest Service.

3. Results

List **project deliverables** (products that will be produced as a result of the project):

Project deliverables include the following:

- 1) Copy of DNR vetted news release
- 2) Copy of Request for Proposals for a licensed arborist (consultant)
- 3) Copy of bid for contractor services
- 4) Copy of contract for consultant services
- 5) Copy of contract for contractor services
- 6) Copies of all outreach and educational efforts including notices, advertisements, newspaper articles, and final plan that will be used for education purposes
- 7) Copies of City Council meeting minutes
- 8) Copy of Prioritized Main Street Tree Management Plan

List the **expected outcomes** for the project (qualitative indicators of project success):

To create an effective and systematic Main Street Tree Maintenance program that addresses public safety concerns/issues, maintenance needs and the value of the trees and to promote the future health and sustainability of the Main Street Trees through adequate knowledge of caring for the trees and continued funding towards the upkeep of these community assets.

List **project metrics** (quantitative measures used to evaluate project success and may be estimates based on reasonable and explained assumptions):

Project metrics may include, but may not be limited to the following:

- 1) Assessment of 35 trees along the Main Street Corridor;
- 2) Detailed investigation of root versus sidewalk conflicts for 2 – 3 trees;
- 3) Staff reporting at 9 City Council meetings
- 4) 3 meetings with licensed arborist consultant
- 5) 2 meetings with licensed contractor
- 6) 2 Community-wide outreach meetings (Open House style): 2
- 7) Individual business owner meetings: 1 for each property/business owner unless otherwise scheduled (Approximately 95 property/business owners)
- 8) Public Outreach notification methods:
 - a. United States Postal Service mailings to 25 stakeholders - 3 separate mailings (max.)
 - b. Newspaper advertisements – 2 in the *Dayton Chronicle* and 2 in *The Times*

9) Main Street Tree Management Plan

4. Impacts

To what degree does this project satisfy a local need?

Deferred maintenance for many years has created unjustified situation, one that key stakeholders have been out odds to an end solution. A Main Street Tree Management Plan with a detailed maintenance strategy will identify public safety issues, maintenance needs and a clear sense of the trees' values creating a strong foundation for determining long-term financial needs and time

needed to perform the necessary maintenance to ensure the trees lasting health while reducing negative impacts on public and private infrastructure.

Clearly identify anticipated benefits of the project. (To what degree will the value of expected results exceed initial project investments of time and money?)

There are several benefits that our Main Street London Planetrees provide and will only continue to provide if the City takes a proactive approach in helping these trees to flourish into a mature tree. Dan Burden, Senior Urban Designer, Glatting Jackson, Walkable Communities, Inc., concluded in 2006 that a single street tree returns over \$90,000 of direct benefits in the lifetime of that tree. Some of those benefits include:

- Improved business activity up to 12%;
- Less drainage infrastructure;
- Lower air temperatures reducing energy costs to business owners/consumers;
- Overall reduction in mental and physical health issues;
- Added value to adjacent business properties and overall tax base;
- Provides significant cost reduction to maintaining the adjoining highway system.

Based on Mr. Burden's research, as well as others, it is clear that the results of creating a maintenance solution plan with a sound financial strategy for implementation will far exceed both the City and Department of Natural Resources initial investment.

How will the project be sustained in the long-term?

The project will be sustained through sound budgeting practices based on the maintenance and financial strategy that will be sited in the Main Street Trees Management Plan. The City intends on adopting policies that will allow us to become a Tree City USA community. This will also provide another avenue for ensuring sustainability of this project's outcome for the long-term.

In addition, on February 13, 2019, the City Council adopted their 2019 – 2024 Capital Improvement Plan and included \$40,000 towards a phased Main Street Trees Replacement/Management Project (Attachment F).

ATTACHMENT B

Section III — Proposal Budget

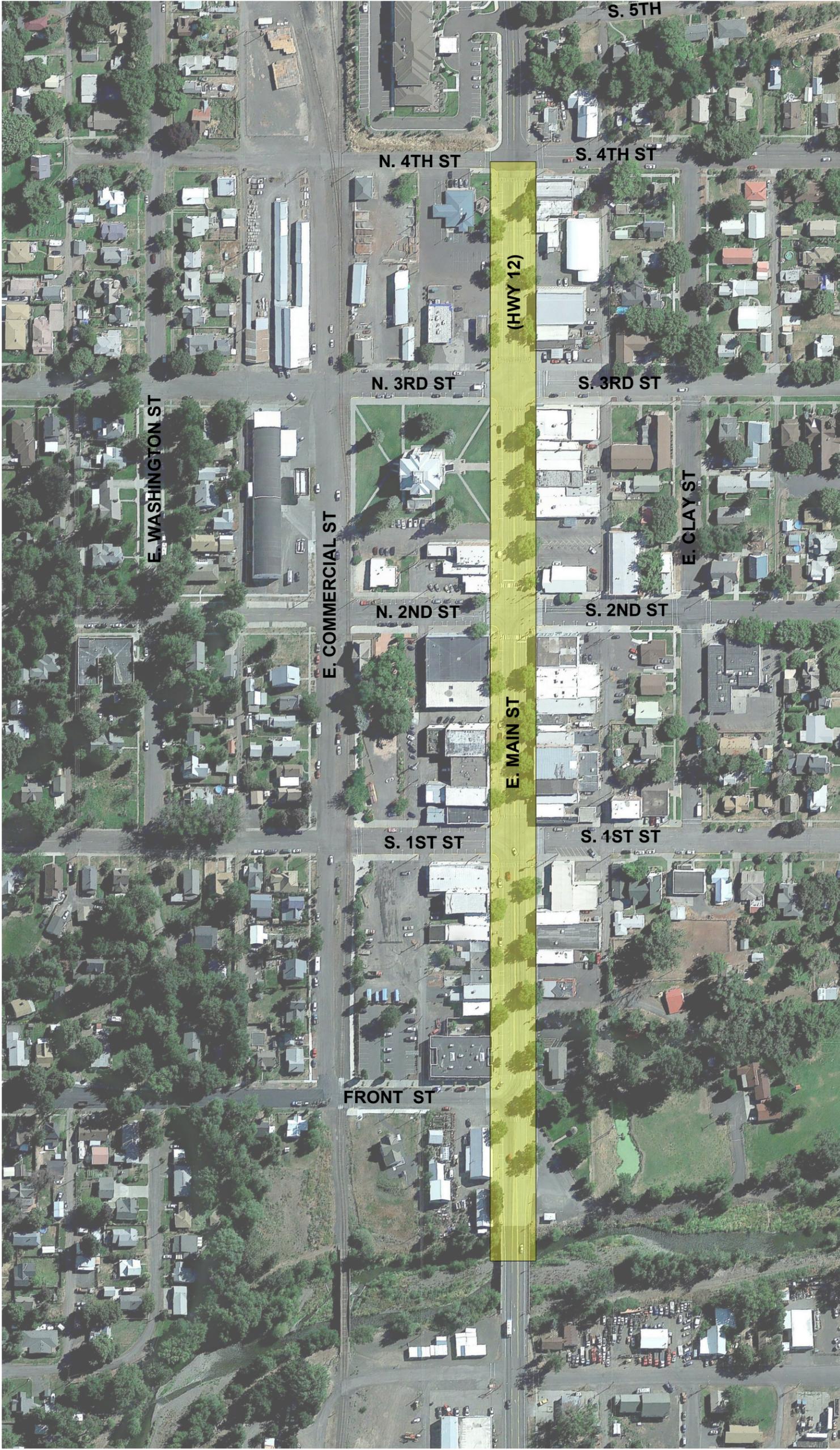
Please round to the nearest dollar

Applicant Name: City of Dayton

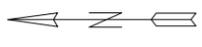
Project Title: Main Street Trees Management Solution

ITEM	Grant Share	Applicant Share	In-Kind Share	Cash Donation	TOTAL
Component: Administrative -RFP Prep and Project Management					
Personnel: Administrative Staff- 30 hours @ \$41.54		\$ 1,246			\$ 1,246
Component: Sidewalk Removal/Tree Root Excavation/Tree Root Covering					
Contractor		\$ 10,000			\$10,000
Personnel: Public Works Foreman & Staff - 62 hours @ \$42.07		\$ 2,608			\$ 2,608
Volunteers: 24 hours @ \$12.50 (Stakeholder Coordination/Meetings)			\$ 156		\$ 156
Component: Tree Root Investigation/Management Plan					
Consultant	\$14,000				\$14,000
Public Outreach Educational Materials		300			300
TOTAL	\$14,000	\$ 14,154	\$ 156	\$ -	\$28,310

Community Forestry Assistance Grant requests must be a minimum of \$5,000 and may not exceed \$15,000. A 1:1 grant match is required.



PROJECT LOCATION



CITY OF DAYTON, WASHINGTON
 MAIN STREET TREES
 MANAGEMENT SOLUTION
 VICINITY MAP

FIGURE
 1

05/08/2019

Agenda Item No. 7(A)

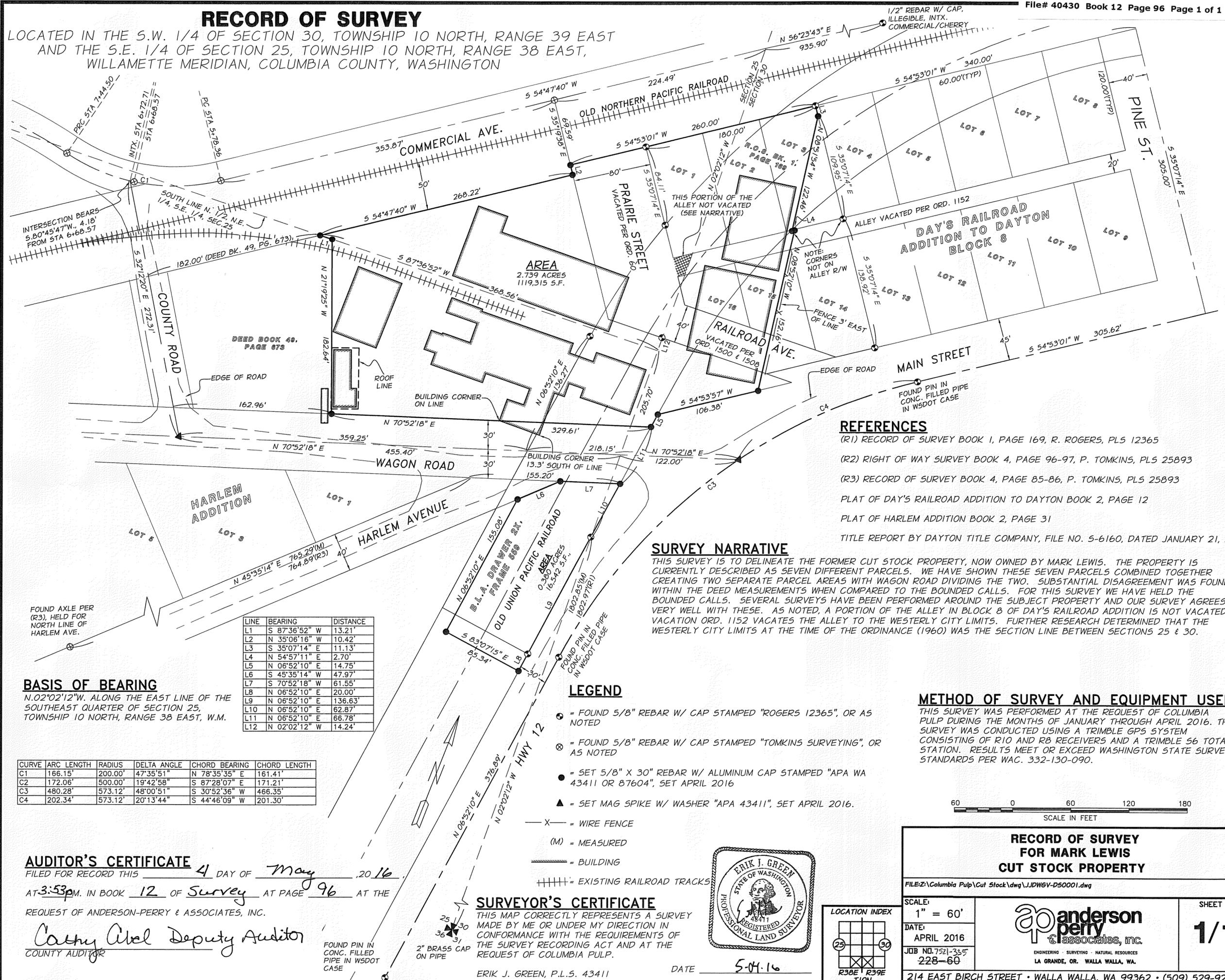
**NOTICE OF PUBLIC HEARING
RIGHT OF WAY/ALLEY VACATION**

The Dayton City Council will conduct a public hearing on Wednesday, May 8, 2019 at or about 6:00 p.m. in Council Chambers, 111 S. 1st Street, Dayton, WA, to accept public testimony on vacating the easterly portion of the alley in Block 8 of Day's Railroad Addition to Dayton situated between Lot 1 and Lot 16 in Block 8 of Day's Railroad Addition. Persons wishing to testify to the City Council may do so either by attending the public hearing and submitting oral testimony, or by submitting written comments to the City Administrator at tcole@daytonwa.com. Written comments must be received by 4 p.m. on May 8, 2019. Anyone wishing to inspect the request for vacation may do so at Dayton City Hall, 111 S. 1st Street, Dayton, WA 99328. Persons with questions about the request may contact Trina Cole at tcole@daytonwa.com or (509) 382-2361.

Published: Dayton Chronicle
April 25 and May 2, 2019

RECORD OF SURVEY

LOCATED IN THE S.W. 1/4 OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 39 EAST AND THE S.E. 1/4 OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 38 EAST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, WASHINGTON



REFERENCES

- (R1) RECORD OF SURVEY BOOK 1, PAGE 169, R. ROGERS, PLS 12365
- (R2) RIGHT OF WAY SURVEY BOOK 4, PAGE 96-97, P. TOMKINS, PLS 25893
- (R3) RECORD OF SURVEY BOOK 4, PAGE 85-86, P. TOMKINS, PLS 25893
- PLAT OF DAY'S RAILROAD ADDITION TO DAYTON BOOK 2, PAGE 12
- PLAT OF HARLEM ADDITION BOOK 2, PAGE 31
- TITLE REPORT BY DAYTON TITLE COMPANY, FILE NO. 5-6160, DATED JANUARY 21, 2016

SURVEY NARRATIVE

THIS SURVEY IS TO DELINEATE THE FORMER CUT STOCK PROPERTY, NOW OWNED BY MARK LEWIS. THE PROPERTY IS CURRENTLY DESCRIBED AS SEVEN DIFFERENT PARCELS. WE HAVE SHOWN THESE SEVEN PARCELS COMBINED TOGETHER CREATING TWO SEPARATE PARCEL AREAS WITH WAGON ROAD DIVIDING THE TWO. SUBSTANTIAL DISAGREEMENT WAS FOUND WITHIN THE DEED MEASUREMENTS WHEN COMPARED TO THE BOUNDED CALLS. FOR THIS SURVEY WE HAVE HELD THE BOUNDED CALLS. SEVERAL SURVEYS HAVE BEEN PERFORMED AROUND THE SUBJECT PROPERTY AND OUR SURVEY AGREES VERY WELL WITH THESE. AS NOTED, A PORTION OF THE ALLEY IN BLOCK 8 OF DAY'S RAILROAD ADDITION IS NOT VACATED. VACATION ORD. 1152 VACATES THE ALLEY TO THE WESTERLY CITY LIMITS. FURTHER RESEARCH DETERMINED THAT THE WESTERLY CITY LIMITS AT THE TIME OF THE ORDINANCE (1960) WAS THE SECTION LINE BETWEEN SECTIONS 25 & 30.

LEGEND

- ⊙ = FOUND 5/8" REBAR W/ CAP STAMPED "ROGERS 12365", OR AS NOTED
- ⊗ = FOUND 5/8" REBAR W/ CAP STAMPED "TOMKINS SURVEYING", OR AS NOTED
- = SET 5/8" X 30" REBAR W/ ALUMINUM CAP STAMPED "APA WA 43411 OR 87604", SET APRIL 2016
- ▲ = SET MAG SPIKE W/ WASHER "APA 43411", SET APRIL 2016.
- X— = WIRE FENCE
- (M) = MEASURED
- ▬▬▬ = BUILDING
- ++++ = EXISTING RAILROAD TRACKS

METHOD OF SURVEY AND EQUIPMENT USED

THIS SURVEY WAS PERFORMED AT THE REQUEST OF COLUMBIA PULP DURING THE MONTHS OF JANUARY THROUGH APRIL 2016. THIS SURVEY WAS CONDUCTED USING A TRIMBLE GPS SYSTEM CONSISTING OF R10 AND R8 RECEIVERS AND A TRIMBLE S6 TOTAL STATION. RESULTS MEET OR EXCEED WASHINGTON STATE SURVEY STANDARDS PER WAC. 332-130-090.



LINE	BEARING	DISTANCE
L1	S 87°36'52" W	13.21'
L2	N 35°06'16" W	10.42'
L3	S 35°07'14" E	11.13'
L4	N 54°57'11" E	2.70'
L5	N 06°52'10" E	14.75'
L6	S 45°35'14" W	47.97'
L7	S 70°52'18" E	61.55'
L8	N 06°52'10" E	20.00'
L9	N 06°52'10" E	136.63'
L10	N 06°52'10" E	62.87'
L11	N 06°52'10" E	66.78'
L12	N 02°02'12" W	14.24'

BASIS OF BEARING

N.02°02'12"W. ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 38 EAST, W.M.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	166.15'	200.00'	47°35'51"	N 78°35'35" E	161.41'
C2	172.06'	500.00'	19°42'58"	S 87°28'07" E	171.21'
C3	480.28'	573.12'	48°00'51"	S 30°52'36" W	466.35'
C4	202.34'	573.12'	20°13'44"	S 44°46'09" W	201.30'

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 4 DAY OF May, 2016
 AT 3:53 PM. IN BOOK 12 OF Survey AT PAGE 96 AT THE
 REQUEST OF ANDERSON-PERRY & ASSOCIATES, INC.

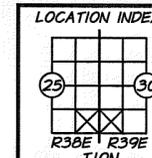
Cathy Abel Deputy Auditor
 COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

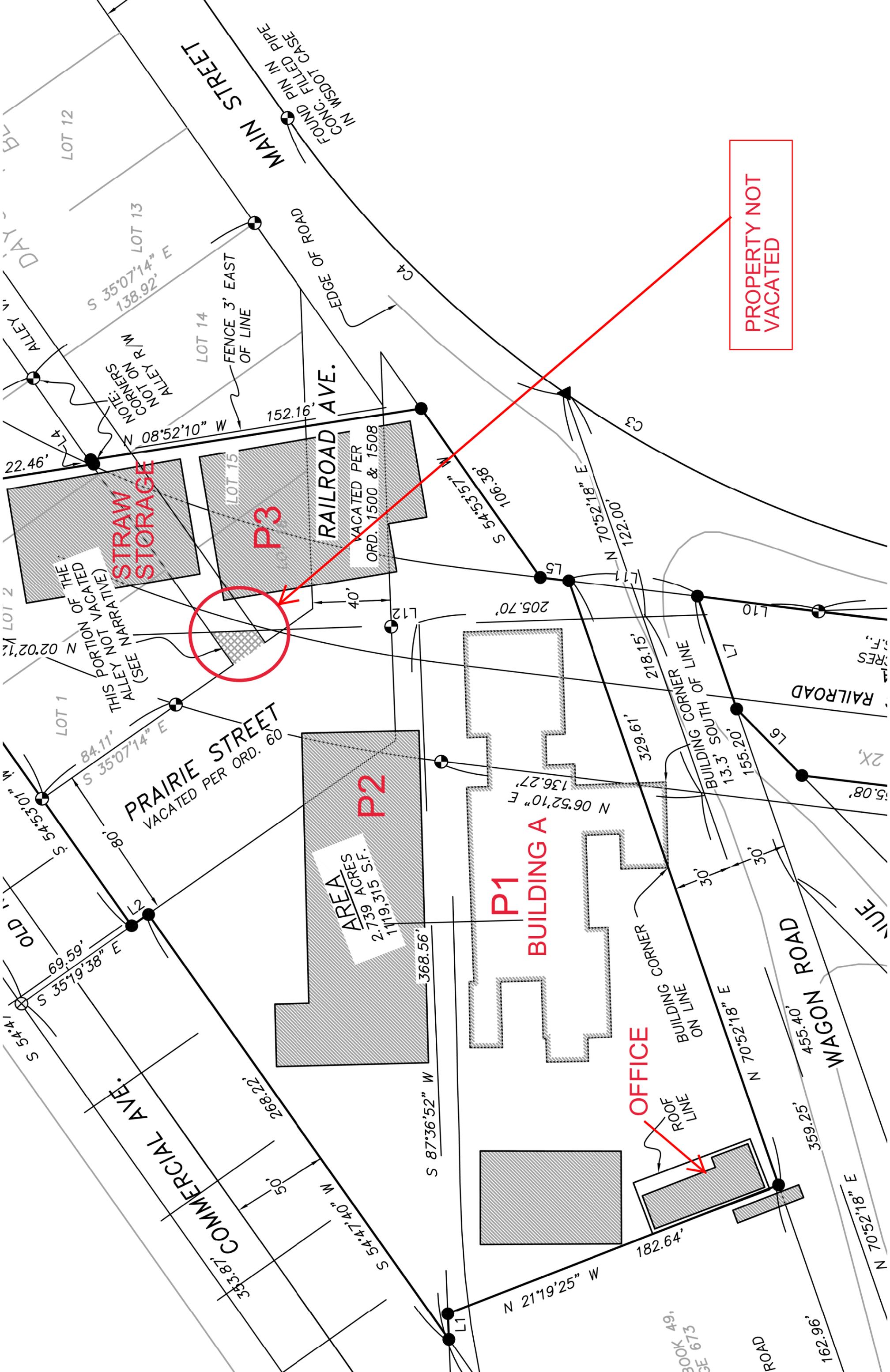
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AND AT THE REQUEST OF COLUMBIA PULP.

ERIK J. GREEN, P.L.S. 43411

DATE 5-04-16



RECORD OF SURVEY FOR MARK LEWIS CUT STOCK PROPERTY		
FILE:Z:\Columbia Pulp\Cut Stock\dwg\JJDWGV-D50001.dwg		
SCALE: 1" = 60'	 anderson perry & associates, inc. ENGINEERING · SURVEYING · NATURAL RESOURCES LA GRANDE, OR. WALLA WALLA, WA.	SHEET 1/1
DATE: APRIL 2016		
JOB NO. 7521-335 228-60		
214 EAST BIRCH STREET • WALLA WALLA, WA 99362 • (509) 529-9260		



PROPERTY NOT VACATED

STRAW STORAGE

P3

P2

P1 BUILDING A

OFFICE

RAILROAD AVE.

PRAIRIE STREET
VACATED PER ORD. 60

COMMERCIAL AVE.

MAIN STREET

WAGON ROAD

VACATED PER
ORD. 1500 & 1508

AREA
ACRES
2.739
1119,315 S.F.

ROOF LINE

BOOK 49,
PAGE 673

ROAD

RAILROAD

SIDE

W

E

NOTES:
ALLEY R/W
CORNERS
NOT ON
ALLEY W/

FENCE 3' EAST
OF LINE

EDGE OF ROAD

C4

L12

S 87°36'52" W

N 21°19'25" W

N 06°52'10" E

205.70'

S 54°53'57" W

106.38'

N 70°52'18" E

122.00'

329.61'

218.15'

BUILDING CORNER
ON LINE

BUILDING SOUTH OF LINE

13.3'

N 70°52'18" E

155.20'

455.40'

359.25'

162.96'

45.08'

15.08'

2X

RES.

S.F.

RAILROAD

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LOT 14

LOT 15

DAY

BR

FOUND PIN IN
CONG. FILLED PIPE
IN WSDOT CASE

22.46'

S 35°07'14" E

138.92'

N 08°52'10" W

152.16'

84.11'

S 35°07'14" E

80'

69.59'

S 35°19'38" E

35.4740" W

268.22'

50'

343.87'

1119.315 S.F.

2.739 ACRES

AREA

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