



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

PRELIMINARY AGENDA
REGULAR MEETING
Monday, **December 6, 2017**
7:00 p.m.
Craig George, Mayor

1. **CALL TO ORDER**
 - A. Roll Call
2. **CONSENT AGENDA – Action**
 - A. City Council Minutes
 - i. October 11, 2017
 - ii. October 23, 2017 Special
 - iii. November 8, 2017
 - B. Approval of Voucher Warrants as audited by the Finance Committee:
 - C. Approval of Payroll Warrants:
3. **SPECIAL GUESTS AND PUBLIC COMMENT**
 - A. Final Public Hearing – Presentation of the 2018 Final Budget - Craig George, Mayor
4. **COMMITTEE/BOARD/COMMISSION REPORTS**
 - A. ACTION: Authorize a municipal services agreement for lodging tax activities with the Dayton Chamber of Commerce – Planning/Economic Development Committee
5. **REPORTS OF CITY OFFICERS**
 - A. ACTION: Accept Matt Zanger’s resignation from Dayton Historic Preservation Commission
 - B. ACTION: Affirm Mayor’s appointment of Kathryn Witherington to serve on the Dayton Planning Commissions
 - C. Discuss lease proposal for the Main Street Restrooms
6. **UNFINISHED BUSINESS**
 - A. ACTION: Authorize Ordinance No. 1923, adopting and authorizing the 2018 Budget
 - B. ACTION: Authorize Ordinance No. 1924, adopting and authorizing the 2018 Non-Contractual Salary/Wage Schedule
 - C. ACTION: Authorize Resolution No. 1328, accepting the construction of the Transportation Improvement Board West Main Street (SR 12) Sidewalk, Project No. P-E-924(P01)-1, as final and complete
 - D. ACTION: Authorize Resolution No. 1329, Approving a collective bargaining agreement with American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Council 2, LOCAL 1191-CD, (Term of January 1, 2018 through December 31, 2020)
 - E. ACTION: Authorize Resolution No. 1330, amending Resolutions 1290 and 1298, amending the Master Fee Schedule adding charges for electronic public records and changing utility rate increases, planning fees and charges and building permit fees
 - F. ACTION: Authorize a marketing agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America for the right to offer and market a service line warranty to residential property owners with the city
7. **NEW BUSINESS**
 - A. ACTION: Authorize Ordinance No. 1925, adopting and authorizing an amendment to the 2017 Budget to account for unanticipated revenues from special excise lodging taxes
 - B. ACTION: Authorize Association of Washington Cities Master participation Agreement
 - C. ACTION: Authorize Task Order for Washington Street Water Project with Anderson Perry & Associates
8. **FINAL PUBLIC COMMENT**
9. **ADJOURN**

Next Regular Meeting is December 20, 2017 at 7:00 p.m. at Dayton City Hall 111 S. 1st Street, Dayton, WA 99328.

DAYTON CITY COUNCIL MINUTES
Regular Meeting
Wednesday, October 11, 2017
111 S. 1st Street
Dayton, WA 99328

1. CALL TO ORDER: Mayor Craig George calls the meeting to order at approximately 7:00 p.m.

Roll Call: Present: Mike Paris, Kathy Berg, Delphine Bailey, Byron Kaczmarski, Christine Broughton, Dain Nysoe
Absent: Zac Weatherford (excused)
Staff: Jim Costello, Public Works Director; Trina Cole, City Clerk-Treasurer

2. CONSENT AGENDA:

ACTION: Bailey makes a motion; Broughton seconds the motion, and the motion carries unanimously approving the Consent Agenda as presented:

A. Approval of the September 13, 2017 City Council Meeting Minutes

Approval of the following vouchers for payment:

B. Claims:	44799 – 44812	\$ 356,518.29
C. Payroll:	44769 – 44798; 99944700	\$ 69,677.50
	Total	\$ 426,195.79

3. SPECIAL GUESTS/PUBLIC COMMENT

At 7:01 p.m. Mayor George opens the public hearing for the presentation of the 2018 Preliminary City of Dayton Budget including projected revenues and the proposed 1% property tax increase and estimated appropriations for each fund. The required notice of said public hearing was published in the Dayton Chronicle on September 27, 2017 and October 5, 2017.

Mayor George provides the following information: The 2018 Dayton budget was developed following meetings with all six of the City Council Committees and staff. Great input was received from everyone. Some of the 2018 Budget highlights :

Total budget for 2018 - \$ 6,816,530
2017 \$ 6,803,300

Approximately .19% increase over 2017. Current expense increase by less than 1% or .70%

- There are proposed water and sewer utility rate increases totaling \$7.15 for a ¾” meter, inside city limits, residential unit (Sewer = \$4.20, Water = \$2.95)
Purpose for increases – To establish reserves to meet the City’s Capital Improvements Programs and to provide for ongoing maintenance of the facilities – City is currently in contract negotiations with the union
- Proposed Property Tax increase of 1%
- Revenues:

Current Expense:
Beginning Fund Balances - \$184,000
Property Taxes - \$365,000
Sales & Use Tax = \$150,300
B & O Taxes - \$141,887
Excise Taxes – 44,160
Totaling: \$701,347

Streets:
Beginning Fund Balance – \$33,741

Motor Vehicle Fuel Taxes – \$56,000
B & O Taxes - \$76,000
Sales & Use Taxes = \$149,000
Totaling: \$314,741

▪ Expenditures - Important Programs:

Community-wide FEMA related street repairs and W. Washington Avenue Water Main Line Replacement Project; Utility and Street Infrastructure Plan with GIS component; Cooperatively work with Columbia County assisting with the creation of a Flood Control Zone District; Design phase for the Wastewater Treatment Plant Construction Project; Continue working with state and local agencies to reduce the costs associated with the project or obtain financial assistance; Transition planning and code compliance into a permanent regional planning department; Replacing/relocating street signs and completing stop sign replacement project; Installation of Phase 3 of park sprinkler system; Improvements to City Hall – interior and exterior; Replace outdated equipment; Continue Water meter replacement Project; Establish Main Street Tree replacement program.

There is no public input or action. Mayor George closes the public hearing at 7:05 p.m.

Mandy Wendt, 207 E. Tremont St., contends that the quality of repairs to the alleyway, located at the rear of her property, resulting from sewer repairs completed in April, is of poor workmanship and unacceptable. She requests that the alley be improved to higher standards.

4. COMMITTEE/BOARD/ COMMISSIONER REPORTS

Public Safety – No report.

Public Works – Costello states that he received a report that there was asbestos pipe located at the inert waste disposal site. Upon inspection, Mr. Costello stated that there was asbestos pipe on site and that the pipe was removed immediately and is being stored in a legal manner. Costello further reports on October 11, 2017, he and three councilmembers performed an inspection to the city's inert waste disposal site. The purpose for the inspection was to locate any materials that may be unacceptable for placement at the site. He reports that he did not see any unacceptable materials at the site during this inspection. Councilmembers Paris, Nysoe and Berg concur with Costello's observation results.

Finance – There is no report.

Parks/Public Grounds – There is no report.

Planning/Economic Development – There is no report.

Personnel – There is no report.

Emergency Management – Bailey reports: 1) With the closing of Walla Walla General Hospital, St. Mary's Medical Center is no longer adequately equipped to handle the number of traumas from the area. As a result, they are utilizing Life Flight to transfer patients as needed. She recommends that community members retain life flight membership to avoid flight healthcare costs not covered by insurance; and 2) Volunteer Ambulance drivers are needed for Fire District 3 Emergency Medical Services.

Chamber of Commerce – Berg reports on the success of the Dayton on Tour event.

Commissioners – There is no report.

5. REPORTS OF CITY OFFICERS

Sheriff – There is no report.

Code Compliance – There is no report.

Public Works – Adam Schmidtgall, Anderson Perry & Associates, provides an update on the S. 1st Street/Oak Street/S. 2nd Street Project.

Planning Director – Lyonnais reports on the construction status of the Columbia Pulp project.

Action: Lyonnois provides maps and reports that a developer is interested in developing property along south side of Patit Road. He explains that the developer would like to connect to the City's utility systems. Lyonnois explains if the developer is to use city services the property must be, at minimum, located within the Urban Growth Area. A small portion is within, but a large portion is outside the UGA. Lyonnois summarizes the process for reallocating the UGA boundaries. He also proposes that the City consider annexing the property and addresses the annexation process. Bailey asks who is responsible for the costs associated with annexing. Lyonnois states the developer is responsible for those costs. He requests that the City Council formally support reallocating Urban Growth Area Boundary to exclude property that is currently in a floodplain west of town and incorporates the property east of the city south of Patit Road. Bailey makes a motion; Nysoe seconds the motion to authorize the Mayor to write a letter supporting the change in the UGA boundaries as presented. There is no further discussion. The motion carries unanimously.

Discussion ensues regarding the potential zoning of the property.

City Clerk-Treasurer – Cole provides status update on the FEMA DR-4309-WA project and summarizes the TIGER Discretionary Grant opportunity.

Mayor Pro-Tempore – There is no report.

Mayor – There is no report.

6. UNFINISHED BUSINESS

There is no "Unfinished Business".

7. NEW BUSINESS

Action: Cole provides a summation of Resolution No. 1324. Nysoe makes a motion; Broughton seconds the motion to authorize Resolution No. 1324, amending Resolution No. 1315, including Jim Costello as an authorized representative to obtain federal and/or state funding associated with Disaster FEMA DR-4309-WA. There is no discussion. The motion carries unanimously.

Action: Berg makes a motion; Broughton seconds the motion to authorize Resolution No. 1325, authorizing property tax revenue pursuant to RCW 84.55.120 for fiscal year 2018. There is no discussion. The motion carries unanimously.

8. FINAL PUBLIC COMMENT

Council thanks Mandy Wendt for attending the meeting.

Bailey compliments the Chamber's Fall Main Street decorations. She reminds the community of the Main Street Trick or Treating event scheduled on Halloween.

9. ADJOURN

With no further business to come before the Council, the regular meeting is adjourned at 7:56 p.m.

City of Dayton

By: Craig George, Mayor

Attested:

Approved:

Trina Cole, City Clerk-Treasurer

Date

DAYTON CITY COUNCIL MINUTES
Special Meeting
Monday, October 23, 2017
111 S. 1st Street
Dayton, WA 99328

1. CALL TO ORDER: Mayor Craig George calls the meeting to order at approximately 7:00 p.m.

Roll Call: Present: Mike Paris, Kathy Berg, Delphine Bailey, Byron Kaczmariski, Christine Broughton, Dain Nysoe, Zac Weatherford
Absent: Delphine Bailey (excused), Byron Kazmarski (excused)
Staff: Jim Costello, Public Works Director; Trina Cole, City Clerk-Treasurer

3. SPECIAL GUESTS/PUBLIC COMMENT

At 7:01 p.m. Mayor George opens the public hearing for the presentation of the 2018 Preliminary City of Dayton Budget including projected revenues and the proposed 1% property tax increase and estimated appropriations for each fund. The required notice of said public hearing was published in the Dayton Chronicle on September 27, 2017 and October 5, 2017.

Mayor George provides the following information: The 2018 Dayton budget was developed following meetings with all six of the City Council Committees and staff. Great input was received from everyone. Some of the 2018 Budget highlights :

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- There are proposed water and sewer utility rate increases totaling \$7.15 for a ¾” meter, inside city limits, residential unit (Sewer = \$4.20, Water = \$2.95)
Purpose for increases – To establish reserves to meet the City’s Capital Improvements Programs and to provide for ongoing maintenance of the facilities – City is currently in contract negotiations with the union

- Proposed Property Tax increase of 1%
- Revenues:

Current Expense:

Beginning Fund Balances - \$184,000
Property Taxes - \$365,000
Sales & Use Tax = \$150,300
B & O Taxes - \$141,887
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Streets:

Beginning Fund Balance – \$33,741
Motor Vehicle Fuel Taxes – \$56,000
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- Expenditures - Important Programs:
Community-wide FEMA related street repairs and W. Washington Avenue Water Main Line Replacement Project; Utility and Street Infrastructure Plan with GIS component; Cooperatively work with Columbia County assisting with the creation of a Flood Control Zone District; Design phase for the Wastewater Treatment Plant

Construction Project; Continue working with state and local agencies to reduce the costs associated with the project or obtain financial assistance; Transition planning and code compliance into a permanent regional planning department; Replacing/relocating street signs and completing stop sign replacement project; Installation of Phase 3 of park sprinkler system; Improvements to City Hall – interior and exterior; Replace outdated equipment; Continue Water meter replacement Project; Establish Main Street Tree replacement program.

There is no public input or action. Mayor George closes the public hearing at 7:05 p.m.

Mandy Wendt, 207 E. Tremont St., contends that the quality of repairs to the alleyway, located at the rear of her property, resulting from sewer repairs completed in April, is of poor workmanship and unacceptable. She requests that the alley be improved to higher standards.

4. COMMITTEE/BOARD/ COMMISSIONER REPORTS

Public Safety – No report.

Public Works – Costello states that he received a report that there was asbestos pipe located at the inert waste disposal site. Upon inspection, Mr. Costello stated that there was asbestos pipe on site and that the pipe was removed immediately and is being stored in a legal manner. Costello further reports on October 11, 2017, he and three councilmembers performed an inspection to the city's inert waste disposal site. The purpose for the inspection was to locate any materials that may be unacceptable for placement at the site. He reports that he did not see any unacceptable materials at the site during this inspection. Councilmembers Paris, Nysoe and Berg concur with Costello's observation results.

Finance – There is no report.

Parks/Public Grounds – There is no report.

Planning/Economic Development – There is no report.

Personnel – There is no report.

Emergency Management – Bailey reports: 1) With the closing of Walla Walla General Hospital, St. Mary's Medical Center is no longer adequately equipped to handle the number of traumas from the area. As a result, they are utilizing Life Flight to transfer patients as needed. She recommends that community members retain life flight membership to avoid flight healthcare costs not covered by insurance; and 2) Volunteer Ambulance drivers are needed for Fire District 3 Emergency Medical Services.

Chamber of Commerce – Berg reports on the success of the Dayton on Tour event.

Commissioners – There is no report.

5. REPORTS OF CITY OFFICERS

Sheriff – There is no report.

Code Compliance – There is no report.

Public Works – Adam Schmidtgall, Anderson Perry & Associates, provides an update on the S. 1st Street/Oak Street/S. 2nd Street Project.

Planning Director – Lyonais reports on the construction status of the Columbia Pulp project.

Action: Lyonais provides maps and reports that a developer is interested in developing property along south side of Patit Road. He explains that the developer would like to connect to the City's utility systems. Lyonais explains if the developer is to use city services the property must be, at minimum, located within the Urban Growth Area. A small portion is within, but a large portion is outside the UGA. Lyonais summarizes the process for reallocating the UGA boundaries. He also proposes that the City consider annexing the property and addresses the annexation process. Bailey asks who is responsible for the costs associated with annexing. Lyonais states the developer is responsible for those costs. He requests that the City Council formally support reallocating Urban Growth Area Boundary to exclude property that is currently in a floodplain west of town and incorporates the property east of the city south of Patit Road. Bailey makes a motion; Nysoe seconds the motion to authorize the Mayor to write a letter supporting the

change in the UGA boundaries as presented. There is no further discussion. The motion carries unanimously.

Discussion ensues regarding the potential zoning of the property.

City Clerk-Treasurer – Cole provides status update on the FEMA DR-4309-WA project and summarizes the TIGER Discretionary Grant opportunity.

Mayor Pro-Tempore – There is no report.

Mayor – There is no report.

6. UNFINISHED BUSINESS

There is no “Unfinished Business”.

7. NEW BUSINESS

Action: Cole provides a summation of Resolution No. 1324. Nysoe makes a motion; Broughton seconds the motion to authorize Resolution No. 1324, amending Resolution No. 1315, including Jim Costello as an authorized representative to obtain federal and/or state funding associated with Disaster FEMA DR-4309-WA. There is no discussion. The motion carries unanimously.

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8. FINAL PUBLIC COMMENT

Council thanks Mandy Wendt for attending the meeting.

Bailey compliments the Chamber’s Fall Main Street decorations. She reminds the community of the Main Street Trick or Treating event scheduled on Halloween.

9. ADJOURN

With no further business to come before the Council, the regular meeting is adjourned at 7:56 p.m.

City of Dayton

By: Craig George, Mayor

Approved:

Attested:

Trina Cole, City Clerk-Treasurer

Date

DAYTON CITY COUNCIL MINUTES
Regular Meeting
Wednesday, November 8, 2017
111 S. 1st Street
Dayton, WA 99328

1. CALL TO ORDER: Mayor Craig George calls the meeting to order at approximately 7:00 p.m.
Roll Call: Present: Mike Paris, Kathy Berg, Delphine Bailey, Byron Kaczmarski, Christine Broughton, Dain Nysoe, Zac Weatherford
Absent: Byron Kaczmarski
Staff: Jim Costello, Public Works Director; Trina Cole, City Clerk-Treasurer

2. CONSENT AGENDA:

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

A. Approval of the October 11, 2017 City Council Meeting Minutes – Tabled

B. Approval of the October 23, 2017 Special City Council Minutes - Tabled

Approval of the following vouchers for payment:

B. Claims:	44829-44830; 44855-44894	\$ 148,988.48
C. Payroll:	44813-44828; 99944700; 44831-44851; 44895-44900	\$ 81,216.17
	Total	\$ 230,204.65

3. SPECIAL GUESTS/PUBLIC COMMENT

At 7:03 p.m. Mayor George closes the regular meeting and opens the public hearing to receive public comment on the 2018 Final City of Dayton Budget. The required notice of said public hearing was published in the *Dayton Chronicle*, on October 19 & 26, 2017. There is no public input. Mayor George closes the public hearing and re-opens the regular meeting at 7:05 p.m.

Justin Nix, Dayton Chamber Director, reports on a 3rd quarter tourism and promotion efforts.

4. COMMITTEE/BOARD/ COMMISSIONER REPORTS

Public Safety – There is no report.

Public Works – Mayor George reports that he and Cole met with several State and federal funding agencies at the IACC conference. The purpose of the meeting was to discuss funding options with the least amount of burden for purchasing property, designing, performing environmental review and constructing the City of Dayton’s 2021 Wastewater Treatment Facility. Agencies that attended included Department of Ecology, USDA, Department of Commerce, Anderson Perry & Associates and FCS Group.

Finance – There is no report.

Parks/Public Grounds – There is no report.

Planning/Economic Development – Bailey reports that the Committee will meet to discuss: City’s planning options; and, to review JLARC application and make recommendation on Hotel Motel Tax distribution for 2018.

Personnel – There is no report.

Emergency Management – There is no report.

Chamber of Commerce – Berg reports that tickets are sold out for the upcoming Chamber Banquet.

Commissioners – There is no report.

5. REPORTS OF CITY OFFICERS

Sheriff – There is no report.

Code Compliance – There is no report.

Public Works – Costello reports: The S. 1st Street/Oak Street/S. 2nd Street Project is in the punch list stage and should be complete by the end of the month; leaf pick-up will begin in November; two pumps and the trickling filter are under repair at the Wastewater Treatment Plant; and, the street sweeper computer is currently out. Paris asks if there is an equipment inventory list with a replacement schedule. Costello states there is an inventory list but not a replacement schedule for all equipment. Discussion ensues about depreciation and surplus city equipment. Costello states that there is Tamper and a dump truck that are due for surplus.

Planning Director – There is no report.

City Clerk-Treasurer – There is no report.

Mayor Pro-Tempore – Nysoe requests that the Code Compliance Officer (CCO) provide an activity report at Council meetings. The Mayor will contact the CCO and discuss this request.

Mayor – George reads a letter from Lorna Barth complimenting the City on the completion of S. 1st St. and keeping up the City's parks. He reports that diseased/dead Black Walnut trees were removed from Pietryzcki Park and the Touchet River Levee.

6. UNFINISHED BUSINESS

There is no action on the contract partnership with National League of Cities/Utility Service Partners, Inc., allowing the NLC Service Line Warranty Program to become available to Dayton homeowners.

7. NEW BUSINESS

ACTION: Cole requests that Resolution No. 1326 be tabled until the ADA ramp on the corner of N. Willow Street and Highway 12 is repaired to meet WSDOT standards. Broughton makes a motion; Nysoe seconds the motion to table Resolution No. 1326, accepting the W. Main Street (SR 12) Sidewalk Project as final and complete. There is no discussion. The motion carries unanimously.

ACTION: Bailey makes a motion; Berg seconds the motion to authorize the approval of Resolution No. 1327, repeal Resolution No. 1325 and approve Resolution No. 1327 – 2017 Property Tax Levy. There is no discussion. The motion carries unanimously.

Council discusses Russ Whipple's written request for a new contract and an increase in rent for continued use of the personal property that the Main Street Restrooms are located on. Berg, Bailey and Broughton support a contract continuing with the rental of the property. Bailey, Nysoe and Broughton support negotiating a long-term rental agreement of ten years. Mayor George will contact Mr. Whipple to negotiate a contract for continued use of the property for an extended period of time.

Mayor George closes the regular session and moves to a Closed Session pursuant to RCW 42.30.140(4) to discuss the City's planning position to be taken by the governing body during the course of collective bargaining.

8. FINAL PUBLIC COMMENT

There is no "Final Public Comment".

9. ADJOURN

With no further business to come before the Council, the regular meeting is adjourned at 7:59 p.m.

City of Dayton

By: Craig George, Mayor

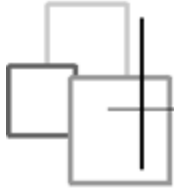
Attested:

Approved:

Trina Cole, City Clerk-Treasurer

Date

DRAFT



Register

Fiscal: 2017

Deposit Period: 2017 - November

Check Period: 2017 - November - November 30, 2017, 2017 - November - November 27, 2017, 2017 - November - November 13, 2017

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	5990067340			
Check				
<u>44905</u>	Atteberry, Clinton J	11/15/2017		\$1,134.78
<u>44906</u>	Bowhay, Michael H.	11/15/2017		\$1,905.09
<u>44907</u>	Cole, Trina D.	11/15/2017		\$1,903.34
<u>44908</u>	Costello, James S.	11/15/2017		\$2,087.20
<u>44909</u>	Elkins, David J.	11/15/2017		\$1,579.11
<u>44910</u>	Fletcher, Lloyd	11/15/2017		\$1,563.42
<u>44911</u>	Hays, Debra M.	11/15/2017		\$1,857.28
<u>44912</u>	John, Rob	11/15/2017		\$1,417.27
<u>44913</u>	Moton, Donald G.	11/15/2017		\$1,320.75
<u>44914</u>	Souza, Marcio	11/15/2017		\$1,206.13
<u>44915</u>	Strickland, Eddie L	11/15/2017		\$1,569.22
<u>44916</u>	Sweetwood, David	11/15/2017		\$1,384.22
<u>44917</u>	Westergreen, Connie	11/15/2017		\$1,033.83
<u>44918</u>	Council No. 2	11/15/2017		\$417.37
<u>44919</u>	Internal Revenue Service - U S Treasury	11/15/2017		\$7,045.76
<u>44920</u>	Washington State Support Registry	11/15/2017		\$341.64
<u>44981</u>	WSCCCE	11/27/2017		\$21.97
<u>45010</u>	Atteberry, Clinton J	11/30/2017		\$1,148.78
<u>45011</u>	Bailey, V. Delphine	11/30/2017		\$138.52
<u>45012</u>	Berg, Kathleen A.	11/30/2017		\$138.52
<u>45013</u>	Bowhay, Michael H.	11/30/2017		\$1,743.85
<u>45014</u>	Broughton, Christine	11/30/2017		\$138.52
<u>45015</u>	Cole, Trina D.	11/30/2017		\$1,901.44
<u>45016</u>	Costello, James S.	11/30/2017		\$2,089.42
<u>45017</u>	Elkins, David J.	11/30/2017		\$1,641.78
<u>45018</u>	Fletcher, Lloyd	11/30/2017		\$1,590.69
<u>45019</u>	George, Craig	11/30/2017		\$835.20
<u>45020</u>	Hays, Debra M.	11/30/2017		\$1,859.94
<u>45021</u>	John, Rob	11/30/2017		\$1,627.73
<u>45022</u>	Kaczmarski, Byron	11/30/2017		\$138.52
<u>45023</u>	Moton, Donald G.	11/30/2017		\$1,365.58
<u>45024</u>	Nysoe, Dain	11/30/2017		\$138.52
<u>45025</u>	Paris, Michael	11/30/2017		\$138.52
<u>45026</u>	Souza, Marcio	11/30/2017		\$1,772.28
<u>45027</u>	Payroll Vendor	11/30/2017		Void
<u>45028</u>	Sweetwood, David	11/30/2017		\$1,440.43

Number	Name	Print Date	Clearing Date	Amount
<u>45029</u>	Weatherford, Zachary M	11/30/2017		\$138.52
<u>45030</u>	Westergreen, Connie	11/30/2017		\$1,038.21
<u>45031</u>	Strickland, Eddie L	11/30/2017		\$1,267.90
<u>45032</u>	AFLAC Remittance Processing	11/27/2017		\$640.69
<u>45033</u>	Dept of Retirement Systems	11/27/2017		\$11,849.45
<u>45034</u>	Internal Revenue Service - U S Treasury	11/27/2017		\$7,474.78
<u>45035</u>	Northwest Administrators	11/27/2017		\$12,084.60
<u>45036</u>	Washington State Support Registry	11/27/2017		\$341.64
<u>45037</u>	WSCCCE	11/27/2017		\$1,157.91
		Total	Check	\$83,630.32
		Total	5990067340	\$83,630.32
		Grand Total		\$83,630.32

**CITY OF DAYTON
NOTICE OF PUBLIC HEARINGS
2018 CITY OF DAYTON FINAL BUDGET**

NOTICE IS HEREBY GIVEN that a public hearing will be held on **Wednesday, November 8, 2017 at 7:00 p.m.** or soon thereafter at a regular meeting of the City Council of the City of Dayton on the City of Dayton 2018 Final Budget.

NOTICE IS HEREBY FURTHER GIVEN that a final public hearing will be held on **Wednesday, December 6, 2017 at 7:00 p.m.** or soon thereafter at a regular meeting of the City Council of the City of Dayton on the City of Dayton 2018 Final Budget.

These public hearings will be held at Dayton City Hall, Council Chambers, 111 S. 1st St, Dayton, WA, 99328.

Written testimony/comments to be considered at the public hearing by the City Council must be submitted to the City Clerk-Treasurer by 3:00 p.m. on each respective date. All testimony/comments shall be submitted to the City of Dayton, City Clerk-Treasurer at 111 S. 1st Street, Dayton, WA 99328 or by email to tcole@daytonwa.com.

The 2018 City of Dayton Final Budget will be available October 25, 2017. A copy may be obtained by contacting Dayton City Hall, 111 S. Street, Dayton, WA 99328, (509) 382-2361 or online at www.daytonwa.com.

Dayton City Council

By: Trina Cole, City Clerk-Treasurer

Published: *Dayton Chronicle*, October 19 & 26, 2017

**MUNICIPAL SERVICES AGREEMENT
LODGING TAX FUNDED ACTIVITIES**

THIS AGREEMENT made and entered into by and between the City of Dayton, a municipal corporation of the State of Washington, hereinafter referred to as "City," and "Dayton Chamber of Commerce", a Washington non-profit corporation, hereinafter referred to as the "Chamber".

WHEREAS, the legislature has authorized the City to levy a special excise tax for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp (pursuant to RCW 67.28.180 and RCW 67.28.181); and

WHEREAS, revenue from taxes imposed under chapter 67.28 RCW shall be credited to a special fund in the City's treasury, to be used solely for the purpose of paying all or any part of the costs associated with tourism promotion, or operation of a tourism-related facilities (pursuant to RCW 67.28.1815); and

WHEREAS, the City, after the Planning/Economic Development Committee, duly reviewed Applications for Lodging Tax Funds and recommended lodging tax funded activities, wishes to have certain services performed hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the Chamber represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement; and

WHEREAS, the Chamber has historically provided excellent tourism promotion activities for Dayton businesses; and

WHEREAS, the City desires to contract with the Chamber for the tourism promotion activities described in the Scope of Work attached hereto as Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual benefits set out herein, it is agreed as follows:

- 1. Services.** The Chamber shall perform the services identified in the attached Scope of Work (Exhibit "A") as approved by the City Council's Planning/Economic Development Committee.
- 2. Funding.** The City shall pay ninety-percent (90%) of lodging taxes accruing and received in 2018 by the City to the Chamber for satisfactorily carrying out the Scope of Work described in Exhibit "A".

The funds pursuant to this Agreement shall be available for payment to the Chamber within 30-days following the receipt of the funds by the City. The Chamber shall provide copies of supporting documentation including, but not limited to, actual invoices for all reported expenses/expenditures prior to disbursement of special excise tax funds received by the City. The City shall not provide funds to the Chamber until said funds are actually received by the City from the Washington State Department of Revenue.

Special excise taxes on lodging funds received by the City pursuant to Chapter 67.28 RCW and this Agreement shall be the exclusive and total source of funds utilized for this Agreement. Any Chamber expenses in excess of actual special excise tax funds received by the City shall be at the Chamber's risk and the City shall have no obligation for such expenses/expenditures.

- 3. Reporting.** The Chamber agrees to produce and provide the following reports to the City:
- a. A Post-Event/Activity Report. The Post-Event/Activity Report shall be provided to the City of Dayton within twenty-one (21) days following an event/activity. It shall include the following information:
 - i. Total amount spent on the event;
 - ii. Overall attendance at the event/activity;
 - iii. Number of people who traveled more than 50 miles for the event/activity;
 - iv. Of the people who traveled more than 50 miles, the number of people who traveled from another state or country;
 - v. Of the people who traveled more than 50 miles, the number of people who stayed overnight in Dayton;
 - vi. Of the people that traveled more than 50 miles, the number of people that stayed overnight in *unpaid* accommodations (e.g. with friends and family);
 - vii. Attended but not included in one of the three categories above;
 - viii. Number of paid lodging room nights resulting from the event/activity.
 - b. Quarterly Reports. Quarterly reports shall be presented at a regularly scheduled city council meeting within thirty (30) working days following the close of the preceding fiscal quarter. The Report shall consist of information on the preceding quarter including, but not limited to the following:
 - i. Overall visits to the Visitor Center;
 - ii. Origin of Visitors
 - iii. Tourism/Commerce Inquiries;
 - iv. Relocation Inquiries;
 - v. Relocation Packets Sent;
 - vi. Other Tourism and Promotion Tracking and Indicators;
 - vii. Summary of Tourism and Promotion activities including recent events;
 - viii. Summary of upcoming events/activities in the current fiscal quarter;
 - ix. Other tourism and promotion projects and developments.
- 4. Term.** The term of this Agreement and the performance of the Chamber shall commence on January 1, 2018 and shall terminate on December 31, 2018.
- 5. Auditing of Records, Documents and Reports.** The Chamber shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Treasurer, or designated representative, shall have full access and the right to examine and copy during normal business hours, all of the records of the Chamber with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date of expiration of this Agreement (December 31, 2024).
- 6. Compliance with Federal, State and Local Laws.** The Chamber agrees to abide by all applicable federal, state and local statutes and regulations pertaining to the subject matter of this Agreement.
- 7. Indemnification.** The Chamber agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent proved by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this

Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages, or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the Chamber under this Agreement, except for injuries and damages caused by the sole negligence of the City. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event or activity occurring prior to expiration or termination.

- 8. Insurance.** Chamber shall obtain and keep in force during the terms of the Agreement the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to R.C.W. Title 48:
 - a. Worker's compensation and employer's liability insurance as required by the State of Washington.
 - b. General commercial liability insurance in an amount not less than a single limit of \$1,000,000 for bodily injury, including death and property damage per occurrence.

Excepting the worker's compensation insurance secured by Chamber, the City will be named on all certificates of insurance as an additional insured. Chamber shall furnish the City with verification of insurance and endorsements required by this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Chamber shall submit a verification of insurance as outlined above within 14 days of the execution of this Agreement to the City.

No cancellation of the foregoing policies shall be effective without 30 days prior notice to the City.

The City will not pay progress payments under Section 2 of this Agreement until Chamber has fully complied with this Section. This remedy is not exclusive, and the City may take such other action as is available to them under other provisions of this Agreement, or otherwise in law."

- 9. No Discrimination.** Chamber shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 40.60.215 or other applicable law prohibiting discrimination.
- 10. Legal Relations.** Neither the Chamber, nor any employee, officer, official or volunteer of the Chamber shall be deemed to be an agent, employee or volunteer of the City. No liability shall attach to the Chamber or the City by reason of entering into this Agreement except as expressly provided herein.
- 11. Dispute Resolution.** Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between Chamber and the City shall be referred for determination to the City's Mayor, whose decision in the matter shall be final and binding on the parties of this Agreement, provided, however, that if an action is brought challenging the Mayor's decision, that decision shall be subject to de novo judicial review. In the event of

litigation over the terms of this Agreement, each party shall bear its own attorney's fees and costs incurred therein.

12. Severability. If any phrase, sentence or provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

13. Assignment. Neither party to this Agreement may assign its rights or obligations arising from this Agreement, in whole or in part, without the prior written consent of the other party.

14. Entire Agreement. This document contains all covenants, Agreement and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this _____ day of _____, 2017.

Chamber of Commerce

City of Dayton

Bill Clemens, President

Craig George, Mayor

Attested:

Trina Cole, City Clerk-Treasurer

Approved as form:

Menke Jackson Beyer, LLP

Quinn Plant, City Attorney

EXHIBIT "A"

**2018
MUNICIPAL SERVICES AGREEMENT FOR
LODGING TAX FUNDED ACTIVITIES
DAYTON CHAMBER OF COMMERCE**

SCOPE OF WORK

The Dayton Chamber of Commerce agrees to provide the following services on behalf of the City of Dayton:

Agreement Start Date: January 1, 2018

Agreement End Date: December 31, 2018

Work to be completed: The Dayton Chamber of Commerce will utilize City of Dayton Lodging special excise lodging taxes to provide support for the following tourism and promotion services:

- 1) Advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists to Dayton;
- 2) Developing strategies to expand tourism within Dayton;
- 3) Operating the Dayton Chamber of Commerce serving as Dayton's Visitor Center; and
- 4) Funding the marketing or operation of special events and festivals designed to attract tourists, including, but not limited to:
 - Mule Mania
 - Dayton Days Parade
 - All Wheels Weekend
 - Alumni Weekend and Parade
 - Columbia County Fair
 - Dayton On Tour/Fall Festival
 - Oktoberfest
 - Ladies' Night Out

November 27, 2017

111 S. 1ST Street
Office of the Mayor
City Hall
Dayton, WA 99328

RE: The Dayton Historic Preservation Commission (DHPC)

To the honorable Mayor:

I have greatly enjoyed serving on the DHPC and working with City Hall staff since October of 2009. The good character of the commission members and Trina are worth mentioning. However, it is time for me to step aside. This letter is to announce my resignation from the Dayton Historic Preservation Commission.

My family and I have moved to Walla Walla and will be engaging with our new community. I believe it is best to seek out a new member from someone residing in one of the 2 unofficial residential Districts. Local representation will be a key to community buy-in and future success.

I apologize for the abruptness of my departure, but matters concerning limited availability of space in the Walla Walla School District for both of my children forced us to move before we were ready. Rest assured, this was not an easy decision.

Thank you for giving me the opportunity to serve all these years,

Matt Zanger

Matt Zanger
315 S. 1ST Street
Dayton, WA 99328

Agenda Item No. 5(B)

November 16, 2017

Dear Dayton Planning Commission,

I'm a new resident of Dayton, having moved here in mid-August from Walla Walla. My husband and I have lived and worked in the Walla Walla Valley for two years. When we were ready to buy our first home, the only town that we wanted to put down roots in was Dayton.

Every time I would come out to Dayton, for work or for pleasure, I was struck by several key things. The people are some of the friendliest I've ever met. The community itself is beautiful. Dayton's commitment to revitalizing its downtown while at the same time prioritizing its history is beautiful.

There is a hope and a spirit that I saw in Dayton that drew us in as homebuyers. It feels like some small towns are content to coast by on what they know works, or, worse yet, slowly die in silence, convinced there's no way to move forward. Not Dayton. The drive and passion of our community to continuously improve is incredible. The commitment to entice new industries like Tucannon River Wind Farm and Columbia Pulp is inspiring. This spirit is why we bought our home in Dayton, and why we look forward to raising our two young kids here.

My qualifications to join the commission fall in to several categories. I have a Bachelor's Degree in Political Science from Gonzaga, which included several classes on city planning and development. In my job as area manager for Junior Achievement, I regularly visit the different towns in Walla Walla Valley, and I see what they do well and how they could improve. I will bring this knowledge to the planning commission. I have a lot to learn, about city planning in general and Dayton in particular, but the foundational knowledge is there.

More importantly, I will bring my passion for this little town that I'm making my home. I'll bring fresh insights on ways to plan a city that entice more people and more companies to the region. I'll bring a commitment to listen, learn, and advocate for my new town. If you're willing to welcome a brand new resident in to your ranks, I greatly look forward to working with you to address the needs of our great town!

Sincerely,

Kathryn Witherington

Kathryn.witherington@gmail.com

509-876-1871



DAYTON CITY PLANNING COMMISSION

114 S. 2nd Street, Dayton, WA

Meeting Minutes

Tuesday, November 21st, 2017

Call to Order: by Chair, Joe Huether at 6:30 pm.

Roll Call: Members Present: Joe Huether, Carol Rahn, and Byron Kaczmarski.
Members Absent: Greg Abramson.
Also in attendance: Meagan Bailey, Planner, Mayor Craig George, and Kathryn Witherington

Minutes:

- Minutes of the October 17th, 2017 meeting were reviewed.
 - It was moved by Rahn and seconded by Kaczmarski to approve the minutes as presented. Motion passed.

Communication from Citizens: (none)

New Business:

- City Planning Commission Open Positions – Review of Letter of Interest
Kathryn Witherington has submitted a letter of interest in membership on the Commission. Kathryn shared her family's interest in the Dayton community and her willingness to join the Commission.
Mayor George reviewed the current status and history regarding planning activities and organization in Columbia County and the City of Dayton. He also described current and anticipated development needs in the community.
 - It was moved by Rahn and seconded by Kaczmarski to recommend to the Mayor and City Council that Kathryn Witherington be approved as a member on the City Planning Commission. Motion passed.

Old Business:

- Planned Urban Development (PUD) Ordinance Review and Information
Meagan presented an overview of example PUD ordinances and their advantages to both the developer and the city.
Discussion included some of the kinds of features included in P.U.Ds and the process for drafting and approving an ordinance.
Questions included interest in the relative value of developer incentives and the amount of detail needed to achieve the desired outcome.
Current and anticipated needs included an aging population profile, impact on commercial activities, and city infrastructure were discussed.

Request for Public Hearing: At this time, a public hearing on a proposed PUD ordinance may be premature. Prior to that, it was recommended that staff and others research example PUD ordinances and discuss the topic with other community members to obtain a wide variety of views on the subject.

- Urban Growth Area (UGA) Annexation

Prior to submission of a PUD plan for the area anticipated for its use, the City needs to address proposed Urban Growth Area (UGA) modifications or adopt an alternate strategy to accommodate development needs. Meagan proposed that a straightforward annexation would be the most feasible approach prior to submission of a PUD in order to comply with regulations.

Adjournment: at 7:25 pm.

- Next Scheduled Meeting: Tuesday, December 19th, 2017 @ 6:30 pm.

Approved, December 19th, 2017,

Joe Huether, City Planning Commission Chair

Date

Attest:

Meagan Bailey, Planner

ORDINANCE NO. 1923

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF DAYTON, WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018.

WHEREAS, the Mayor of the City of Dayton, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the fiscal year ending December 31, 2018 and a notice was published that the Council of said city would meet on the 8th day of November, 2017 and the 6th day of December, 2017, at the hour of 7:00 p.m., or soon thereafter, at the Council Chambers in the City Hall of said city for the purpose of making and adopting a final budget for said fiscal year and giving taxpayers within the limits of said city an opportunity to be heard upon said budget; and,

WHEREAS, the said City Council did meet at said time and place and did then consider the matter of said proposed budget; and,

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Dayton for the purpose set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said city for said year and being sufficient to meet the various needs of Dayton during said period.

NOW, THEREFORE, the City Council of the City of Dayton do ordain as follows:

Section 1. The budget for the City of Dayton, Washington, for the year 2018 is hereby adopted at the fund level in its final form and content as set forth in the document entitled City of Dayton, 2018 Budget (Attachment "A"), three copies of which are on file in the Office of the Clerk.

Section 2. Estimated resources for each separate fund of the City of Dayton, and aggregate expenditures for all such funds for the year 2018 are set forth in a summary form below, and are hereby appropriated for expenditure at the fund level during the year 2018 as set forth in the City of Dayton, 2018 Budget:

<u>FUND</u>	<u>RESOURCES/APPROPRIATIONS</u>
CURRENT EXPENSE	\$ 1,129,207
CITY STREET & ROAD	\$ 314,741
MOTEL/HOTEL EXCISE TAX	\$ 59,000
CAPITAL IMPROVEMENTS	\$ 1,257,628
SEWER REVENUE	\$ 1,040,852
SEWER CUMULATIVE RESERVE	\$ 296,858
WATER REVENUE	\$ 1,204,791

<u>FUND</u>	<u>RESOURCES/APPROPRIATIONS</u>
WATER CUMULATIVE RESERVE	\$ 506,306
W & S SYSTEM DEBT RESERVE	\$ 504,257
CEMETERY ENDOWMENT	\$ 324,945
LIBRARY ENDOWMENT	\$ 168,943
PATHWAY ENDOWMENT	\$ 9,002
TOTAL 2018 BUDGET	\$ 6,816,530

Section 3. As prescribed by RCW 35A.33.075, the City Clerk-Treasurer is directed to transmit a certified copy of the budget hereby adopted to the Washington State Auditor’s Office and to the Association of Washington Cities.

Section 4. The salaries and wages set forth in the City of Dayton, 2018 Budget constitute the appropriations for salaries and wages that will be paid to the legislative body and employees of the City of Dayton. The number of full-time positions as stated in the budget is, insofar as can be ascertained, the number of positions ordinarily filled. The compensation to each employee affected may differ from the amount specified in the budget, so long as the compensation does not exceed the amount appropriated in the 2018 budget that of which includes a proposed 3% cost of living increase for non-represented full-time status employees.

Section 5. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the Council of the City of Dayton and approved by the Mayor on this ____ day of _____, 2017.

Craig George, Mayor

Attest:

Approved as to form:
Menke Jackson Beyer, LLP

Trina Cole, City Clerk-Treasurer

By: Quinn N. Plant, City Attorney

ORDINANCE SUMMARY BY TITLE ONLY FOR PUBLICATION PURPOSES
ORDINANCE NO. 1923

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF DAYTON,
WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018.**

The full text of Ordinance 1923 adopted the 6th day of December, 2017 is available for examination at the City Clerk's Office, 111 S. 1st St., Dayton, WA during normal business hours, Monday – Thursday, 8:00 a.m. to 4:00 p.m. Full text of the Ordinance shall be mailed upon request.

By: /s/ Craig George, Mayor

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

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

Published:

Dayton Chronicle, 12/13/2017

ORDINANCE NO. 1924

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON ADOPTING THE 2018 SALARY SCHEDULE FOR NON-
CONTRACTUAL EMPLOYEES OF THE CITY OF DAYTON**

WHEREAS, the City Council of the City of Dayton, Washington has by Ordinance No. 1923 adopted a budget for fiscal year 2018; and,

WHEREAS, the City Council determined during the budget process that a general salary increase for City employees should be implemented and included on the monthly salary schedule as an integral part thereof;

NOW, THEREFORE, the City Council of the City of Dayton do ordain as follows:

Section 1. Salary Schedules for Non-Contractual Employees.

Position	Formal Salary Scale – Monthly	
	Low	High
Public Works Director	\$4,800	\$6,800
Public Works Foreman	\$3,950	\$5,600
City Clerk-Treasurer (Administrator)	\$4,625	\$6,700
Deputy City Clerk-Treasurer	\$3,800	\$5,250
Planning Director	\$4,100	\$5,750

	Hourly Wage Scale	
	Minimum Wage Rate	
Seasonal/Part-time Positions		\$13.00
Code Enforcement Officer	\$18.02	\$23.55
Administrative Assistant	\$13.85	\$20.88

Section 2. Appropriations. The salaries and wages set forth in the 2018 City of Dayton Budget constitute the appropriations for salaries and wages that will be paid to the legislative body and non-contractual and contractual (union) employees of the City of Dayton. The numbers of positions as stated in the budget are, insofar as can be ascertained, the number of positions ordinarily filled.

Section 3. Exclusions. The salary and wage schedules are exclusive of overtime, compensatory time and/or merit compensation as provided by the City of Dayton Personnel Policies effecting non-contractual, non-exempt employees or as specified in the current Union effecting contractual employees. As a result, the compensation to each employee affected may differ from the amount specified in this schedule, so long as the compensation does not exceed the amount appropriated in the 2018 City of Dayton Budget that of which includes a proposed cost of living increase of three percent (3%) for non-represented full-time status employees.

SECTION 4. Effective Date. A summary thereof of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

Passed by the City Council of the City of Dayton on this _____
day of _____, 2017.

City of Dayton

By: Craig George, Mayor

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to form:
Menke Jackson Beyer, LLP

By: Quinn N. Plant, City Attorney

ORDINANCE SUMMARY BY TITLE ONLY FOR PUBLICATION PURPOSES
ORDINANCE NO. 1924

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF DAYTON,
WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018.**

The full text of Ordinance 1924 adopted the 6th day of December, 2017 is available for examination at the City Clerk's Office, 111 S. 1st St., Dayton, WA during normal business hours, Monday – Thursday, 8:00 a.m. to 4:00 p.m. Full text of the Ordinance shall be mailed upon request.

By: /s/ Craig George, Mayor

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

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

Published:

Dayton Chronicle, 12/13/2017

RESOLUTION NO. 1328

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON, ACCEPTING THE CONSTRUCTION OF THE TRANSPORTATION IMPROVEMENT BOARD (TIB) WEST MAIN STREET (SR 12) SIDEWALK, PROJECT NO. P-E-924(P01)-1, AS FINAL AND COMPLETE

WHEREAS, the City of Dayton contracted with Moreno & Nelson Construction to complete the TIB West Main Street (SR 12) Sidewalk Project, Project No. P-E-924(P01)-1 (“Project”);

WHEREAS, the Project has been completed by Moreno & Nelson Construction as prescribed in the contract dated May 8, 2017; and

WHEREAS, Moreno & Nelson Construction has met the obligations associated with said contract; and,

WHEREAS, the Public Works Director and City Engineer has determined that construction of the Project has been completed satisfactorily.

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

Section 1. The construction performance of Moreno & Nelson Construction in the completion of the Transportation Improvement Board’s West Main Street (SR 12) Sidewalk Project, Project No. P-E-924(P01)-1 is hereby accepted as final and complete.

PASSED by the City Council of the City of Dayton, Washington on this _____ day of _____, 2017.

City of Dayton

By: Craig George, Mayor

Attested:

Trina Cole, City Clerk-Treasurer

RESOLUTION NO. 1329

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, COUNCIL 2, LOCAL 1191-CD
(Term of January 1, 2018 through December 31, 2020)**

WHEREAS, the duly authorized representatives of the City of Dayton in good faith have negotiated a three-year collective bargaining agreement with the American Federation of State, County and Municipal Employees, AFL-CIO, Council 2, Local 1191-CD (“AFSCME”), concerning wages, hours, terms, and other conditions of employment for the term of January 1, 2018, through December 31, 2020; and

WHEREAS, the Agreement has been lawfully and properly ratified by the membership of AFSCME; and

WHEREAS, the City Council finds that the best interests of the City are served by executing the Agreement;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Dayton, Columbia County, Washington, as follows:

Section 1. The collective bargaining agreement between the City of Dayton and AFSCME, in the form attached hereto as Exhibit “A” is hereby authorized and approved. The Mayor is hereby authorized to execute the bargaining 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 2. This resolution shall take effect and be in full force upon passage and signatures hereon.

Approved and signed this _____ day of _____, 2017.

CITY OF DAYTON

Craig George, Mayor

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to Form:

Quinn Plant, City Attorney

Exhibit "A"
Resolution No. 1329
12/06/2017

2018 - 2020~~2017~~

COLLECTIVELY BARGAINED AGREEMENT

Between

CITY OF DAYTON, WASHINGTON

And

**COUNCIL 2
WASHINGTON STATE COUNCIL
OF COUNTY AND CITY EMPLOYEES**

Representing

Local 1191 - CD

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

EFFECTIVE

JANUARY 1, 2018~~17~~ THROUGH DECEMBER 31, 2020~~17~~

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PREAMBLE

This Agreement is between the City of Dayton, hereinafter referred to as the "Employer", and Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO, Local 1191-CD hereinafter referred to as the "Union". The purpose of this Agreement is to establish the standards regarding hours of work, rates of pay, working conditions, to eliminate as far as possible political consideration from policy, to promote the morale, well-being and security of the employees.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent, as authorized by the Washington State Public Employees Collective Bargaining Act, for all City employees except:

Temporary Employees

Uniformed Employees

Administrative and Supervisory Employees

~~Assistant Public Works Supervisor~~

Clerical Staff within City Hall

ARTICLE 2 - UNION SECURITY

- 2.1 It is understood by the Employer and the Union, that all employees covered by this Agreement are or will become members of this Agreement. Any Employees failing to do so shall ~~he~~ be taken out of service after ninety (90) days.
- 2.2 All regular employees shall upon or up to sixty (60) days of service make application for membership and become members. Any, regular employee failing to do so shall be taken out of service.
- 2.3 Temporary employees must make application for membership in the Union by the sixty-first (61st) day of employment and pay dues for any month in which they work thereafter in a calendar year.

ARTICLE 3 - UNION/MANAGEMENT RELATIONS

- 3.1 The purposes of this Agreement is to ensure true Collective Bargaining in respect to wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, understanding between the Employer and its said employees, to encourage economy of operation, elimination of waste, cleanliness of plant,

protection of City property, and safety of employees; and to that end the Employer pledges itself to give its employees considerate and courteous treatment, and the employees in turn pledge themselves to render the Employer loyal and efficient service, and the parties each agree to treat the other with proper courtesy and respect.

- 3.2** All Collective Bargaining with respect to this Agreement shall be conducted by the authorized representatives of the Union. Union officers and elected delegates shall be granted time off with pay for negotiations with the City or their designees, and to conduct other general Labor/Management business.
- 3.3** Agreements reached between the parties to this Agreement shall become effective only when signed by the Staff Representative of the Union and the Mayor of the City of Dayton.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1** **Retention of Rights.** Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage its affairs or any part thereof, and not specifically limited by this Agreement. It is jointly recognized that the Employer retains broad authority to fulfill and implement its responsibilities and may do so by oral instruction or written work rule, existing or future.
- 4.2** **Management Rights.** The exclusive prerogatives, functions and rights of the Employer which it has the right to implement without negotiating about the decision(s) shall include, but not be limited to, the right to:
- 4.2.1 determine its mission and policies and to set forth all standards of service offered to the public.
 - 4.2.2 determine the nature and extent to which the Employer shall operate and to change such methods or procedures;
 - 4.2.3 direct and supervise all operations and functions affecting the Employer;
 - 4.2.4 use the services of temporary, part-time, and volunteer workers;
 - 4.2.5 promulgate and enforce all rules for operations, efficiency, and safety;
 - 4.2.6 decide, from time to time, the number and locations of offices.
 - 4.2.7 perform bargaining unit work under the following circumstances:
 - (a) in the instruction or demonstration of work methods and procedures; or

- (b) during emergencies, as determined by the Employer, or other circumstances when failure or refusal to perform work would create or result in damage to materials, machinery, products, equipment, property, personnel or the public; or
- (c) in the performance of experimental and developmental work until the Employer determines the work is ready for regular use; or
- (d) other circumstances which the Employer determines it is appropriate.

4.2.8 determine the specific programs and services offered by the Employer, and the methods, means and facilities by which they shall be effectuated;

4.2.9 set standards of service, and establish or modify department policies, procedures, work rules, regulations, safety procedures and administrative instructions and procedures;

4.2.10 create or eliminate positions/classifications with notice to the Union;

4.2.11 create job descriptions and introduce new and revise existing duties within the bargaining unit with notice to the Union;

4.2.12 determine the nature and qualifications of the work force and assigning duties and equipment, along with deciding and determining employees' qualifications, including establishing the necessary minimum qualifications for any position.

4.2.13 evaluate employees' competency, performance, and direct their work assignments;

4.2.14 establish, assign and change job assignments, hours of work, work schedules, standards of performance.

4.2.15 determine staffing requirements and the quality and quantity of work performed.

4.2.16 create, assign and adjust shifts, workdays, hours of work and work locations, and determine work schedules and time off;

4.2.17 select, increase, diminish or change equipment, vehicles, machinery, etc., including the introduction of any and all new, improved or automated methods, equipment or facilities;

4.2.18 hire, classify, orient, promote, train, qualify, transfer, retain, layoff, discipline, suspend without pay, demote or discharge (for cause) employees in the bargaining unit;

4.2.19 require, distribute or eliminate overtime work;

4.2.20 reduce the number of authorized positions because of lack of work, budgetary restraints, physical limitations, organizational changes, or for other legitimate reasons, and recall employees when appropriate;

4.2.21 close, liquidate or discontinue offices, departments, jobs, operations of facilities, or combination of facilities, or relocate, reorganize, or combine the work of offices, departments, jobs or facilities for budgetary or other legitimate reasons;

4.2.22 initiate, continue, or discontinue training and educational programs and determine the need and curriculum for additional educational courses, training programs, on-the-job training and cross-training, and assign employees to such duties for periods to be determined by the Employer; and

4.2.23 contract out for goods and services; Employer may temporarily assign contracted personnel to work with Employer personnel, as needed. The Employer will provide the Union notification as soon as practical when the Employer contemplates contracting out for goods and/or services. To the extent feasible, the notification will include the rationale for the Employer's decision. If requested by the Union, the Employer will meet and confer with Union to share information during the decision making process. Thereafter, the Employer will conclude its decision and has the right to implement the decision.

4.2.24 make any and all budgetary determinations including reducing or increasing the budgets.

4.3 Exclusive Rights. The Union recognizes that the above statement of management rights is for illustrative purposes only and agrees such rights will not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. The Employer expressly reserves, and the Union agrees that the Employer retains, all customary, usual and exclusive rights as set out in this Agreement.

4.4 Effects Bargaining. If the Employer makes a section 4.2 decision which has a significant effect on working conditions, the Employer will provide as much written notice as is practicable, based on the circumstances of the decision, to the Union and provide the Union with an opportunity to bargain the effects before the Employer implements the changes based on the Employer's decision. The notice to the Union will declare the implementation date. This provision pertaining to effects bargaining does not apply to those Employer decisions made and implemented based on the CBA's current provisions which already give the Employer the right to make changes and implement them.

ARTICLE 5 - DISCIPLINARY ACTION

- 5.1** The Employer may reprimand, suspend without pay or discharge/terminate an employee for the following causes, but not limited thereto:
- A. Consuming intoxicants or illegal drugs excluding drugs taken by prescription while on duty;
 - B. Reporting for duty with the presence of alcohol in the bodily systems (blood, breath and/or urine);
 - C. Disobedience to a legal request or directive by the employee's supervisor;
 - D. Incompetence; inability to comply with or support goals of the Employer relating to the amount and quality of work;
 - E. Deliberate destruction of Employer's or another employee's property;
 - F. Neglect of duty;
 - G. Unexcused discourtesy to the public;
 - H. Non-compliance and/or violation of Employer rules, program regulations and policies and procedures;
 - I. Disorderly conduct;
 - J. Sleeping on duty;
 - K. Giving or taking of a bribe of any nature;
 - L. Failure to report for duty without a bona fide reason;
 - M. Excessive absenteeism;
 - N. Borrowing or taking tools, equipment, or other property of the Employer for private or personal use;
 - O. Misuse of sick leave policies;
 - P. Violation of No-Strike clause;
 - Q. Failure to maintain necessary licenses, credentials, certifications, continuing education/training, suspension of credentials and certifications, etc.;
 - R. Loss of credentials and/or certifications through administrative and/or legal proceedings;
 - S. Dishonesty, theft and/or misappropriation;
 - T. Any other causes that normally support disciplinary action inclusive of but not limited to violation of Employer written and/or or verbal policies, procedures and directives. This would include other causes addressed in arbitration cases and other employment type cases.
- 5.2** The disciplinary actions which the Director or designee may take against an employee include:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension from work without pay
- D. Demotion (NOTE: demotion means reduction in classification and pay)
- E. Discharge/termination

5.3 The Employer may suspend without pay, demote, discharge/terminate an employee for cause. The specified charges shall be made available to the employee in writing and notice shall be given to the Union at the time action is taken unless Section 5.4 is applicable. An employee may not be suspended without pay for more than thirty (30) working days.

5.4 When circumstances are such that retention of the employee will likely result in disruption of Employer programs, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend an employee with pay in accordance with section 5.9 below.

5.6 The Employer may prepare, issue and enforce additional rules and safety regulations not specifically outlined above, necessary for safe, orderly and efficient operation as mandated by State law and/or regulations.

5.7 When existing work rules are changed or new rules are established, they shall be provided to the employees prominently in writing or via electronic communication system for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature. This provision is subject to the procedures set forth in Section 4.4.

5.8 Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly enforced and provided that reasonable notice has been given of the existence of the rule.

Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

5.9 **Suspension with Pay.** At the discretion of the Employer, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his/her duties. Such suspension is not a disciplinary action and may not be grieved. If the charges are substantiated, disciplinary action may be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration.

5.10 Written reprimands shall be removed from the employee's personnel file after two (2) calendar years, provided no similar disciplinary actions have occurred within the two (2) calendar years. If other disciplinary actions have occurred within the two (2) years then all reprimands shall remain in the file for two (2) more years, etc.

- 5.11 Suspensions without pay, demotions and discharges/terminations shall remain in the employee's personnel file permanently.
- 5.12 **Background Checks.** Employees who work with cash and/or are responsible for providing public services may be required to undergo and successfully complete a thorough background check if the Employer suspects the employee has engaged in activities which could adversely affect his job performance or the interests of the Employer in providing services to the public. This background check shall be at Employer expense.
- 5.13 **Loss of Credentials.** If an employee has necessary certification(s), license(s), etc. suspended or revoked, said employee is subject to discharge/termination. Examples include but are not limited to CDL, valid driver's license, wastewater treatment certification(s), etc.
- 5.14 **Disability discharge/termination.** An employee who has exhausted sick leave, FMLA leave and who has received ADA accommodation(s) by the Employer but cannot return to performing the essential functions of his/her job with reasonable accommodation will be subject to discharge/termination. The Employer will provide the employee written notice and provide the employee with the opportunity for a medical Loudermill hearing. Notice of such discharge/termination shall be provided to the employee and the union. Disability discharge/termination is not subject to the grievance procedures.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1 Any grievance which may arise between the parties concerning the application, meaning or interpretation of specific provisions of this Agreement shall be settled in accordance with the following procedures. Time frames specified in this article may be waived by mutual agreement of the parties in writing.

Should the employee or the Union fail to timely file a grievance or fail to comply with the prescribed time frames in the steps, the grievance shall be forever waived and lost. Should the Employer fail to respond within the prescribed time frames, the grievant or Union shall have the right to timely proceed to the next step in accordance with the steps below.

All settlements reached in accordance with this Article at any step, excluding the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer.

6.1.1 The alleged grievance must contain the following:

- A. The specific contract provision violated.
- B. The specific action(s) that occurred.
- C. The names of the employee(s) affected by the alleged contract violation.
- D. When the alleged violation occurred.
- E. The remedy sought.

6.2 Informal Grievance. The employee, with or without the Union representative, shall present the grievance to the employee's City Supervisor within twenty (20) calendar days of the occurrence giving rise to the grievance, or within twenty (20) calendar days of when the employee reasonably should have known of the occurrence. The City Supervisor shall set a date within twenty (20) calendar days for an informal meeting which includes the employee and a representative from the Union, the Mayor, and the City Supervisor wherein all pertinent facts and information will be presented and reviewed. The City Supervisor shall attempt to adjust the matter in writing within twenty (20) calendar days of the meeting.

6.2.1 If the City Supervisor fails to respond within twenty (20) calendar days or if the grievance remains unresolved, the Union representative may then proceed through the formal grievance process if timely filed.

6.3 Formal Grievance Process.

Step 1: Grievances that remain unresolved after the informal process shall be submitted by the Union representative to the City Supervisor within twenty (20) calendar days of the City Supervisor's response or his/her failure to respond. The City Supervisor shall have twenty (20) calendar days to investigate the grievance and to hold a meeting with the employee and the Union representative present along with the Mayor, or designee. Within ten (10) calendar days of the meeting, the City Supervisor may issue a written response to the Union. If the grievance involved a decision or action by the Mayor then the grievance shall be submitted directly to the Mayor at Step 2 below.

Step 2: If the grievance has not been settled at Step 1, the written grievance and if there is a City Supervisor's response, both shall be submitted to the Mayor within twenty (20) calendar days of receipt of the Step 1 response if issued or the due date if no response was issued. A grievance directly to the Mayor must be filed within twenty (20) calendar days of the date of the decision or action by the Mayor. If the grievance is timely filed at step 2 then the Mayor may hold a grievance meeting with the employee, the Union representative and the Department Manager present. The purpose of the grievance meeting is for the Union and employee to present the facts and issues to the Mayor. The Mayor will issue a written decision within twenty (20) calendar days of the grievance meeting. If the Mayor elects not to hold a grievance meeting then the Mayor will issue a decision within twenty (20) calendar days of when the Step 2 grievance was timely filed.

Step 3: If a party to the grievance is unsatisfied with the decision at Step 2, the dissatisfied party shall submit a written request for Public Employment Relations Commission (PERC) grievance mediation to the other party within twenty (20) calendar days of the Step 2 response or decision. Thereafter, the parties shall file a Request for Grievance Mediation with PERC.

Step 4: Final and Binding Arbitration.

A. If Mediation (Step 3) fails then either party to this agreement (not an employee) may refer unsettled grievances which concern provisions of this agreement to an arbitrator.

- B. A request for arbitration shall be in writing and shall be submitted to the other party not more than twenty (20) calendar days after the Mediation process has failed unless the time shall be extended by mutual written agreement.
- C. After timely notice, the parties shall select an arbitrator to hear the matter. The parties shall meet and confer at the earliest possible date for the purpose of selecting a mutually acceptable arbitrator and said selection shall take place within ten (10) calendar days after receipt of the intent to arbitrate.

If the parties cannot agree on an arbitrator, a request shall be sent to the Public Employment Relations Commission (PERC) requesting a list of eleven (11) names from the register. The arbitrator shall be selected by the Employer and the Union within a reasonable time after the list is received. Both the Employer and the Union shall have the right to alternately strike one (1) name from the panel beginning with the party filing for arbitration. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

The Employer and the Union agree that the decision of the arbitrator shall be final and binding on both parties; provided, however that the arbitrator's function shall be limited to determining whether the Employer or the Union have violated or failed to apply properly the terms and conditions of this agreement. The arbitrator shall have no power to destroy, change, delete from or add to the terms of this agreement. The arbitrator shall convene the hearing as soon as the arbitrator's calendar and the parties' representatives' calendars permit. The arbitrator shall issue his/her decision within a reasonable time from the date of the arbitration hearing.

- D. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case. The parties shall share equally the fees and expenses of the arbitrator.

ARTICLE 7 - SENIORITY, PROMOTIONS, LAYOFF & RECALL

7.1 **Seniority.** Means an employee's length of continuous service with the Employer since the employee's last date of hire.

- A) Seniority provisions shall not apply to new employees until completion of their initial probation.
- B) An employee's continuous service record shall be broken by voluntary resignation, layoff for a period of one (1) year, discharged for just cause and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from their record.
- C) In the event of a change in seniority, the Employer shall post on the bulletin boards, a seniority list showing the continuous service of each employee. A

copy of the seniority list shall be furnished to the Local Union when it is posted.

- D) Temporary employees who have worked more than a continuous one Hundred eighty (180) day period, and are hired to fill a regular full-time position, within one (1) year of their termination as a temporary, shall have their temporary time added to their length of service.

7.2 Layoff and Recall. When it is necessary to reduce the work force, the Employer shall determine the number of employees. The Local President will be notified of the number of employees designated for reduction, as soon as the determination is made. When reducing the work force, equal consideration will be given to the employee's qualifications, ability, experience, and seniority. If all things considered are equal, then seniority will be the determining factor.

Employees who are laid off shall be placed on recall status for a period of twelve (12) months. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff. When an employee is recalled, the Employer will send a certified letter to the employee, advising the employee of the recall. An employee interested in returning to work must respond within five (5) calendar days after receiving the letter, either by written communication to the Employer or by personal notification. Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused, shall be removed from recall status. Benefits shall not accrue during lay-off. Employees recalled and who accept the recall within twelve (12) months from the date of the layoff shall have previously accrued bargaining unit seniority restored.

7.3 Job Posting/Promotions:

- A) The City shall be the sole determiner as to the need or necessity for filling any vacancy or new position.
- B) If Management determines that a vacancy or new position should be filled, then, and in that event, said opening shall be posted for one (1) work week at each duty station, prior to the selection of any employee. The vacancy or new position shall be filled within thirty (30) days from the date the bid sheet is posted. The bid sheet shall remain posted until the City starts a procedure for hiring from the outside.
- C) All regular employees covered by the Agreement, may be eligible to apply for the available position, provided Management has determined that it is going to fill said vacancy or new position.
- D) The City shall have the right to select the individual for the available ~~positron~~ position. Present employees will be given preference, provided said employees are qualified.

- E) In the event of a question as to the qualifications' of an employee applying for an available position, the City shall make the sole determination as to said employee's qualifications, taking into equal consideration work force requirements, job descriptions, ability, performance evaluations, seniority, experience and competence. In the event the City determines that two or more employees are equally qualified for the available position, the most senior employee shall be awarded the position.
- F) In the event that any employee, who has been determined by the City to be qualified for the available position, does not elect to accept the available position, then, and in that event, the next qualified employee as determined by the City shall be eligible. In the event the seniority list becomes exhausted, the City has the right to consider employees with less than ninety (90) days service or hire a new employee for the available position.
- G) In the event that an employee accepts an available position and fails to meet job standards within the trial service period of up to thirty (30) working days, he/ she shall revert to their previously held position subject to prior approval by the City. The City shall be the sole determiner as to whether or not an employee fails to meet job standards within the previously referenced service period. The City may revert an employee at any time during the trial-service period, if the City determines that said employee is not capable of meeting the job standards.
- H) An employee who has refused a position shall not have the right to displace the holder of said position.
- I) The Employer on January 1, of each year will provide a seniority list of current employees, listing their anniversary dates. The Employer will not be required to provide a new seniority list annually unless there have been additions, deletions and/ or changes to the previous listing of employees.

ARTICLE 8 - HOLIDAYS

8.1 Legal holidays to be observed by the Employer are:

New Years' Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Two (2) Floating Holidays	

- 8.2 Any work performed on any of the holidays shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay, in addition to the holiday pay. To be eligible for holiday pay, the employee must work the regular work day before and the regular work after the paid holiday, unless they are on paid leave of absence (e.g. sick or vacation leave). The Employer shall post a sign up sheet for employees to sign up to work holidays. The most senior employee shall be given first choice. If a senior employee has signed up for a second holiday and an employee with less seniority signs up for the same holiday, the employee with least seniority shall get to work the holiday. If no employee signs up to work the holiday, the employee with the least seniority shall work the holiday. Notice will be given as to who works the holiday five (5) days prior to the actual holiday. Employees not scheduled to work the holiday, but are called into work shall either receive Holiday pay or shall at their option, receive a substitute holiday equal in length to their regular shift. Substitute holidays shall be taken by the end of the next pay period.
- 8.3 Any regular holiday that falls on a Saturday shall be observed on the preceding Friday. Any regular holiday that falls on a Sunday shall be observed on the following Monday. Whenever a holiday falls within a vacation period, or during a period when an employee is on sick leave or vacation, the employee will not be charged for such holiday.
- 8.4 Floating holidays must be taken in the year in which they are earned.

ARTICLE 9 - VACATION

- 9.1 After six (6) months service with the Employer, all employees shall be eligible for paid vacation. Employees shall start earning annual leave allowance as of the date of hire.
- 9.2 Annual leave shall be earned and available annually, based on the following schedule:

Service	Days Per Month	Days Annually
Less than 1 year to 5 Years	1	10 Days
6 years to 10 years	1-1/4	15 days
11 years to 15 years	1-1/2	18 days
16 years to 20 years	1-2/3	20 days
21 years to 25 years	1-5/6	22 days
26 years or more	2	24 days

- The Employer shall make the determination as to interpretation of eligibility for each category above.

- 9.3** Vacation requests shall be submitted in writing with as much advance notification as possible. Vacation time for employees will be approved by the Superintendent, or his designee prior to the start of the vacation period. The employee with the greater seniority shall be given his/her choice of vacation in the event of a conflict over when vacation is to be taken; provided the employee with seniority has not scheduled vacation time previously in the current year.
- 9.4** Unused vacation is accumulated; however, the amount of such accumulated leave carried over to the succeeding calendar year or paid upon retirement or termination will be limited to thirty (30) working days.
- 9.5** An employee whose service is terminated by death, reduction of force, termination, resignation or by retirement, shall be paid for accrued vacation leave.
- 9.6** Employees have the right to use vacation in any manner they wish, provided requests shall be limited to a minimum of no less than half-day increments.

ARTICLE 10 - SICK LEAVE

- 10.1** Sick leave shall be cumulative to a total of one hundred twenty (120) working days, at the rate of one (1) day of leave for each month of service.

Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reason, including extended absence on account of illness or injury. Its use is restricted to health related absences and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

In accordance with the cooperative spirit of the Agreement, the Union and the Employer agree that, they will work jointly to prevent misuse and/ or abuse of sick leave. This means consultation with the appropriate Local President or designee in regard to a specific problem.

- 10.2** An employee who is eligible for State Industrial Compensation because of an on-the-job injury, shall be paid sick leave and/or vacation leave in the amount of the difference between their regular pay and the amount paid by State Industrial for time off the job, after the first three (3) days. The first three (3) days shall be paid with the full amount of sick leave. Should the employee be later paid by State Industrial for the first three (3) days of absence, the amount paid to the employee by State Industrial for three (3) days, shall be credited to the City of Dayton as money due the employee in the next pay period. The prorated amount of sick leave and/ or vacation leave as determined by the ratio of regular sick leave and State Industrial Compensation that shall be charged to the employee as time off the job.

10.3 Sickness shall be reported to the department at the beginning of any period of sick leave prior to the beginning work hour. Any employee who is off work due to illness, for five consecutive (5) days or more may be required to provide a doctor's verification of the illness.

An employee whose attendance record is unsatisfactory and whose record has not improved, as a result of application of Section 1 of this Article, may be notified and required to provide a statement from a medical care provider in event of future absence from work. Such statement from the medical care provider must indicate if a condition exists which affects the employee's ability to perform his/her job duties.

10.4 Employee's sick leave may be used to tend to illness of the employee's spouse, child, parent, or spouse's parent. The use of sick leave for these purposes will be charged against the employee's accumulated sick leave. The Employer may require a signed doctor's statement certifying the seriousness of the family member's illness, when an employee uses personal sick leave in accordance with this Section, (R.C.W. 49.12.270).

10.5 Each permanent employee will be allowed up to three (3) days, with pay for bereavement leave, because of death in the immediate family. This leave will not be deducted from the employee's sick leave or vacation leave. At the Employer's option, the Employer may grant additional leave. "Immediate Family", shall include spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparents of the employee or any relative living in the employees immediate household.

10.6 An employee shall receive one (1) paid day off for every nine (9) days of accumulation over the one hundred twenty (120) day maximum of accumulated sick leave, where upon the accumulation shall drop aback to one hundred twenty (120) days.

10.7 Retirement.

A) Employees covered by PERS II, upon retirement or death of a City employee, after five (5) years or more of service, fifty percent (50%) of all accrued sick leave, not to exceed forty-five (45) days will be paid to the employee.

B) Employees covered by PERS I, in the event of separation due to death or retirement fully qualified under the PERS I retirement system, an employee will forfeit sick leave accumulated during the highest consecutive twenty-four (24) months of compensation preceding such separation or the employee's beneficiary. An employee will be paid fifty percent (50%) of the remaining accumulated sick leave up to a maximum of forty-five (45) days.

- 10.8 Disability Discharge/Termination.** An employee who has exhausted sick leave, FMLA leave and who has received ADA accommodation(s) by the Employer but cannot return to performing the essential functions of his/her job with reasonable accommodation will be subject to discharge/termination. The Employer will provide the employee written notice and provide the employee with the opportunity for a medical Loudermill hearing. Notice of such discharge/termination shall be provided to the employee and the union. Disability discharge/termination is not subject to the grievance procedures.

ARTICLE 11 – SHARED LEAVE

- 11.1** Any employee may transfer up to sixteen (16) hours of sick leave or vacation leave to another employee who has expended all sick and other leave if the following applies:
- A) Staff receiving leave have expended all sick leave and other leave ~~de~~ due to illness or injury to themselves or immediate family
 - B) All transferred leave is subject to prior approval by the Employer.

ARTICLE 12 - WORKING REGULATIONS

- 12.1** The work week shall consist of five (5) eight (8) hour days or forty (40) hours of work.
- 12.2** Employees shall travel both ways on Employer's time, after checking in, en route to the job assignment. From regular assigned headquarters, the employee shall travel to and from work on transportation furnished by the Employer.
- 12.3** Employees shall be responsible for the servicing of the equipment, which he/she operates, such as grease, fuel, oil, etc., on Employer's time.
- 12.4** Any employee who is called for jury duty shall receive his/her regular pay for the actual time he/she is required to be absent from work, less any amount paid him/her for such jury duty.
- 12.5** All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift whenever this is feasible.
- 12.6** All hours worked in excess of forty (40) hours in a work week shall be paid for at time and one half (1 ½) the employee's regular rate of pay. All hours of leave such as vacation, sick leave, and holidays shall be considered as hours worked.
- 12.7** For any call-in time, a minimum of two (2) hours shall be paid. An employee who has left work and is called back to work after completion of a regular day's shift shall

be paid a minimum of two (2) hours at one and one half (1 ½) times their regular straight time hourly rate. However, if the employee's regular shift starts less than one (1) hour from the time they started work on call back, they shall receive one and one half (1 ½) times their regular straight time hourly rate only for such time as occurred before their regular shift.

12.8 In lieu of overtime pay, compensatory time may be used with the following conditions:

- A)** The scheduling of such comp-time shall be subject to prior approval by the Employer.
- B)** Comp-time may be accrued up to thirty (30) hours per calendar year for each employee.
- C)** No more than thirty (30) hours may be carried over from year to year.

12.9 The maintenance crew employees will be paid on the first working day after the fifteenth (15th) day of the month, and the first working day after the last working day of each month.

12.10 Temporary Employees:

- A)** Temporary employees may be used for a period not to exceed ninety (90) consecutive days or less. Any temporary full-time employees retained beyond ninety (90) days will be considered a regular full-time employee with all rights, benefits, and Union Membership as addressed in Article 2 – Union Security of this Agreement.
- B)** The Employer agrees to use temporary employees for only ninety (90) days annually.
- C)** Temporary employees will not be used for bargaining unit work, with the exception being, when no employee covered by this Agreement is available. Temporary employees used to do bargaining unit work will be paid at the Common Skill Laborer pay rate for all time worked in that position.
- D)** Temporary employees used by the Employer will have the right to be considered for regular full-time employment prior to outside hiring. Seniority shall begin on the ninety-first (91st) day of employment, when he/ she becomes a regular full-time employee.
- E) Exception:** When a regular full-time employee is not available and a temporary employee is used to do bargaining unit work. At that time, the temporary employee will be paid at the Common Skilled Laborer rate. Any temporary full-time employee retained, as a regular full-time employee will be paid Skilled Laborer wages ninety (90) days after the date of hire.

F) Seasonal Employees: An employee hired to work for a defined period of time, not to exceed ninety (90) working days in a twelve (12) month period. Such employees are not covered by the terms of this agreement and will not be entitled to benefits. They shall be paid an hourly rate not to exceed the rate of Common Skilled Labor as listed in Appendix "A" of this Agreement.

12.11 When an employee performs work at the request of management, which is outside the scope of their normal duties, in the capacity of a Supervisor or Lead person, the employee shall be paid for such work at the rate assigned to that position.

12.12 Definitions:

A) Regular Full-Time Employee: An employee working forty (40) hours per work week.

B) Probationary Employee: An employee hired to fill a regular full-time position of employment who has completed less than the initial six (6) month period of continuous employment. During the probationary period the employee shall be on a trial basis, during which period he/ she may be discharged for any reason without recourse to the grievance or arbitration procedure.

ARTICLE 13 - ANNUAL ALLOWANCE

13.1 The Employer will pay an annual clothing and boot allowance of two hundred fifty dollars (\$250.00) to all Union employees of the City Maintenance crew on or before January 15th of each year.

13.2 Gloves will be provided for employees when needed. Payment for clothing allowance for all other new employees will be made after the probationary period.

ARTICLE 14 - PAYROLL DEDUCTION

14.1 The Employer agrees to deduct all Union Members monthly Union Dues when authorized by the employee, from the employee's paycheck.

ARTICLE 15 - NEGOTIATIONS

15.1 The Employer agrees to meet with a committee representing the employees and Council 2, on or before September 1, in which the Agreement expires, for the purpose of negotiating wages, benefits and contract changes. The Employer and the Union agree to make every effort to complete negotiations prior to December 31, in the year in which the Agreement expires.

ARTICLE 16 - GENERAL PROVISIONS

- 16.1** Appendix "A" and Wage Scale are binding to the contract.
- 16.2** The Employer agrees to furnish and maintain a bulletin board for the use of Local 1191-CD, in an appropriate location in the City shop. The Union shall limit its posting of notices and bulletins to this bulletin board.
- 16.3** The Employer will provide to each Union employee a copy of the Working Agreement.

ARTICLE 17 - INSURANCE

- 17.1** Effective January 1, 201~~8~~⁷, the bargaining unit shall ~~continue with~~ ~~move to~~ the AWC Health First 250 Plan. The City agrees to pay one hundred percent (100%) of the employee only premium for medical coverage. Dependent coverage premiums shall be the sole responsibility of employees.

Effective January 1, 2019, the City agrees to pay one hundred percent (100%) of the employee only premium for medical coverage and seventy-five percent (75.0%) of the spouse-only coverage premiums. The remaining spouse-only and all dependent coverage premiums shall be the sole responsibility of employees. Those shall be paid through payroll deductions.

Effective January 1, 2020, the City agrees to pay one hundred percent (100%) of the employee only premium for medical coverage and seventy-five percent (75.0%) of the spouse-only and/or dependent coverage premiums. The remaining spouse-only and dependent coverage premiums shall be the sole responsibility of employees. Those shall be paid through payroll deductions.

- 17.2** If AWC discontinues the current AWC Health First 250 Plan, the parties agree and shall move to the next similar available plan. Similar is not to be construed as identical coverages and premiums. For example, if AWC discontinues the Health First 250 Plan, then the parties agree to move to the Health First 500 Plan, if available.

- 17.3** ACA – Cadillac Tax Protection: In 2019, if Employer determines that there will be a Cadillac Tax consequence for 2020 based on the current insurance coverages and premiums, then the parties agree to change insurance plans, coverages and premiums so that there shall not be any Cadillac Tax consequences.

- 17.4** For the term of the Agreement, the City will contribute the full premium required to maintain dental insurance for employee only, under Washington State Council of County and City Employees Dental Trust Plan V.

17.53 For the term of the agreement, the City will contribute the full monthly premium, for \$10,000 life insurance coverage for each employee.

17.6 For the term of the agreement, the City will contribute the full monthly premium required to maintain the vision insurance under AWC Plan Option 1 (with no deductible)

ARTICLE 18 - WAGES

18.1 For 2018, 2019 and 2020, an across the board increase shall be implemented in accordance with the following:

Effective January 1, 2018 -- five percent (5.0%)

Effective January 1, 2019 -- two percent (2.0%)

Effective January 1, 2020 -- two percent (2.0%)

The revised pay plan shall be reflected in Appendix "A". Final calculations and the revised pay plan shall be determined by the Clerk.

18.2 **Longevity.** The City will pay each member of the bargaining unit a Longevity payment of five cents (\$.05) per hour for each year worked up to a total of twenty-five (25) years.

ARTICLE 19 - SPECIAL LICENSE & CERTIFICATIONS

19.1 The City shall pay all costs associated with the acquisition and maintenance of City-required licenses and certifications.

19.2 The City will pay bargaining unit members a pay differential of twenty-five cents (\$.25) per hour for required job certifications, excluding CDL's. This benefit will be based upon each separate certification. The need for the respective certifications will be at the discretion of the Superintendent. (Note: This means an employee cannot obtain a certification on his own and expect to be compensated. The certification must be considered necessary or required by the employer.)

ARTICLE 20 - WORK STOPPAGE AND LOCKOUT

20.1 During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down other interference's with the City functions. Employees covered by this Agreement who engage in any of the forgoing actions shall be subject to such disciplinary actions as may be determined by the Employer.

20.2 The Employer shall institute no lockout of employees during the term of ~~this~~ this Agreement.

ARTICLE 21 -- TERM OF AGREEMENT TERMINATION

- 21.1** This Agreement shall be effective as of the 1st day of January 201~~8~~⁷, and shall remain in full force and effect until the 31st day of December 20~~18~~¹⁷. Either party can reopen negotiations on all/parts of this Agreement by submitting such requests in writing to the other party no later than thirty (30) days prior to the termination of this Agreement.

ARTICLE 22 - SAVINGS CLAUSE

- 22.1** Should any part hereof or any provision herein be rendered or declared invalid by reason of any existing or subsequent legislation or by decree of a court of competent jurisdiction, such invalidation of such part of this Agreement shall not invalidate the remaining portions of this Agreement.
- 22.2** The Employer and the Union signatory to this Agreement agree the public interest requires the efficient and uninterrupted performance of all City services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
-

IN WITNESS WHEREOF, the parties have agreed to this Agreement on this
____ day of December, 2017~~6~~.

FOR THE UNION:

FOR THE EMPLOYER:

Kevin Dougherty, Staff Representative
Council 2, Washington State Council of
County and City Employees

Craig George, Mayor
City of Dayton

Rob John, Local 1191-CD President
Negotiations Team Member

Trina Cole, City Clerk/Treasurer
City of Dayton

Represented by:

Anthony Menke, Management Attorney

APPENDIX "A"

WAGE SCHEDULE

Pursuant to Article 18-Wages, Section 18.1, an across the board increase will be implemented for 2018, 2019 and 2020 in accordance with the following:

- Effective January 1, 2018 -- five percent (5.0%)
- Effective January 1, 2019 -- two percent (2.0%)
- Effective January 1, 2020 -- two percent (2.0%)

All calculations and revisions to the pay plan shall be determined by the Clerk.

Common Skilled Laborer: General Maintenance Worker(s), Park/Cemetery/Pool Maintenance Worker(s), WasteWater Treatment Plant Worker(s), Water Department/Street Workers

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5
Effective Date	6 Months	After Probation				
<u>01/01/2018</u>	<u>18.29</u> 17.4 2	<u>20.50</u> 19.5 2	<u>21.07</u> 20.0 7	<u>21.51</u> 20.4 9	<u>21.99</u> 20.9 4	<u>22.45</u> 21.38
<u>01/01/2019</u>	<u>18.66</u>	<u>20.91</u>	<u>21.49</u>	<u>21.94</u>	<u>22.43</u>	<u>22.90</u>
<u>01/01/2020</u>	<u>19.03</u>	<u>21.33</u>	<u>21.92</u>	<u>22.38</u>	<u>22.88</u>	<u>23.36</u>

LEADPERSON - Pay rate is \$1.00 more per hour than his/her normal pay rate.

WAGE DETERMINATION

Wages shall be constructed first from the base wage before adding any applicable COLA, and finally any longevity and certification pay rates shall be added last.

SALARY STRUCTURE

The salary step for the various job classifications is determined by the level of performance of the individual employee together with an annual employee's progress report by the Supervisor. Employee progress reports will be compiled on all employees as follows:

New Employees will be reviewed prior to the completion of a one hundred eighty (180) day entry level probationary period.

Regular Employees will be reviewed annually within thirty (30) days of their anniversary date or at a time prior to that date, at the Supervisor's discretion.

Steps in the pay plan are subject to job performance. If the Supervisor denies a step increase, the employee will be advised of this decision in writing, setting forth the reasons for denying the step increase. If the employee is denied a step increase, the employee and the Union shall not have the right to file and pursue a grievance through

the labor agreement grievance article (Article 6 - Grievance Procedure). However, the Union and the employee may appeal the step increase denial only through the appeal process in the Complaint Procedures provisions set forth in the City's Personnel Policy. Subject to job performance, all employees that were employed by the City on or before January 1, 2006, shall be moved to step 5 of Appendix A.

Position classification pay differential for the following classifications:

- 1) Shop Mechanic - \$1.00 per hour
- 2) WasteWater Treatment Plant Operator - \$1.00 or Certification Pay whichever is greatest.

RESOLUTION NO. 1330

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON, AMENDING RESOLUTIONS 1290 AND 1298, 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 add or change certain fees associated with public records requests, utility rate increases and planning fees and building permit fees and charges; and

WHEREAS, the Finance Committee met on December 4, 2017 to review the proposed amendments to the Master Fee Schedule and recommends the City Council adopts the amendments to the Master Fee Schedule as outline in Exhibit "A".

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

Section 1. Amendment. The Master Fee Schedule initially adopted by Resolution No. 1290 and amended by Resolution No. 1298 is hereby further amended as set forth in the document attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

Section 2. Effective Date. This resolution shall be in full force and effect January 1, 2018.

PASSED by the City Council of the City of Dayton, Washington on this ____ day of December, 2017.

City of Dayton

By: Craig George, Mayor

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to Form:

Quinn Plant, City Attorney

Comment [T1]: Finance Committee meets December 4 to review the proposed changes. Staff will be asking for a recommendation. Depending on the outcome of that meeting this statement may be revised or removed all together.

MASTER FEE SCHEDULE

<u>Description</u>	<u>Fee Amount</u>
1. <u>Black and White Copies and Other*</u>:	
a) 8 ½ x 11	\$.15 per page
b) 8 ½ x 14	\$.15 per page
c) 11 x 17	\$.15 per page
d) Scanned into electronic format	\$.10 per page
e) Electronic delivery	\$.05 per 4 files or attachments
f) Gigabyte of electronic records transmission	\$.10 per gigabyte
*Charges can be combined if more than one type of charge applies.	
2. <u>Color Copies*</u>:	
a) 8 ½ x 11	\$.15 per page
b) 8 ½ x 14	\$.15 per page
c) 11 x 17	\$.15 per page
*Charges can be combined if more than one type of charge applies.	
3. <u>Audio Duplication – USB only*</u>:	
	Actual Cost of USB drive including shipping and handling and sales tax
*Charges can be combined if more than one type of charge applies.	
4. <u>Check Processing Fee</u>	
a) Non-sufficient funds	\$ 25.00
b) Closed account	\$ 25.00
c) Incorrect banking account data	\$ 25.00
5. <u>Animal Fees:</u>	
a) Altered dog annual license	\$ 20.00
b) Unaltered dog annual license	\$ 30.00
c) Late fee	\$ 20.00
d) Guide dogs license (proof of disability required)	\$.00
e) Duplicate animal license	\$ 5.00
f) Dangerous dog registration	\$ 250.00

g) Commercial kennel license	\$ 150.00
h) Commercial cattery license	\$ 150.00
i) Commercial groomers license	\$ 150.00
j) Commercial pet shops license	\$ 150.00
k) Commercial veterinary clinics/hospitals license	\$ 150.00
l) Commercial riding stables license	\$ 150.00
m) Impound Fee	
i. Confinement (Impound)	\$ 50.00
ii. Boarding fee per calendar day of confinement	\$ 12.00

6. Cemetery services:

a) Burial Section Transfer Fee	\$ 62.50
b) Burial Section/Space	\$ 1,025.00
c) Cemetery Endowment	\$ 65.00
d) Open and Closing Costs:	
i. Cremation Interment (Monday – Saturday)	\$ 270.00
ii. Casket Interment (Monday - Thursday)	\$ 515.00
iii. Casket Interment (Friday – Saturday)	\$ 835.00
e) Disinterment:	
i. Cremation (Monday – Thursday only)	\$ 350.00
ii. Casket (Monday – Thursday only)	\$ 915.00

7. Fireworks – Application/Permit Fee:

a) Retail sale of fireworks/stands	\$ 100.00
b) Public display fee	\$ 100.00

8. Miscellaneous Charges/Fees:

a) Non-sufficient funds (NSF) check handling fee	\$ 25.00
b) Intent to lien letter	\$ 20.00
c) Interest, Delinquent Lien Note	8% annum
d) Non-Refundable Application Charge	\$ 50.00

9. Peddler/Solicitor License:

a) Primary applicant	\$ 50.00
b) Each additional applicant	\$ 20.00

10. Utility Charges – Billing and Collection:

a) Water disconnection (turn-off) charges

- i. *Voluntary \$ 20.00
- ii. **Involuntary \$ 35.00
- iii. After hours (after 4:30 p.m.) \$ 75.00

b) Water reconnection (turn-on) charges

- i. *Voluntary \$ 20.00
- ii. After hours \$ 75.00

*Voluntary disconnection or connection – Scheduled turn-on/turn-off between customer and City.

** Involuntary disconnection – Turn-off was due to non-payment of monthly utility fees.

c) Water Rates:

- i. Base Monthly Rate for first 800 cubic feet or less of water usage per month (based on size of water meter) is as follows:

Basic Rates	Inside City Limits	Outside City Limits	Water Meter Surcharge
1¼" or less	\$39.95	\$55.20	\$.00
1½"—2"	\$39.95	\$55.20	\$25.00
3"	\$39.95	\$55.20	\$50.00
4"	\$39.95	\$55.20	\$75.00
6"	\$39.95	\$55.20	\$150.00

- ii. Water Usage Fee. In addition to the minimum monthly base water rates set out in Section 11 (c)(i), there shall be a per cubic foot water usage fee applied that shall be based on the volume of water usage in excess of 800 cubic feet as follows:

Per Cubic Foot of Water Consumption	Inside City Limits	Outside City Limits
	Per Cubic Foot	
801—50,000 cubic feet consumption	\$0.00834	\$0.00953
50,001—100,000 cubic feet consumption	\$0.00917	\$0.01040
Over 100,000 cubic feet consumption	\$0.00953	\$0.01070

d) Sewer Rates:

i. Base Monthly Rate Charge for the following Character Sewer Users is as follows:

CHARACTER OF USER	RATES PER UNIT
Residence within the city limits	\$ 56.60
Residence outside the city limits	\$ 88.20
Apartment houses (per apartment)	\$ 56.60
Hotels and motels (per room)	\$ 20.00
Temporary Travel Trailers or Recreational Vehicles (each) in established RV Park	\$ 20.50
Schools	\$537.20
Privately owned canneries	\$619.85
Service stations and garages	\$ 72.45
Laundries, dry cleaning, creameries	\$ 72.45
Self-service laundry	\$ 104.65
Restaurants	\$109.35
Lunch counters	\$109.35
Taverns, pool halls	\$ 72.45
Clubs, cocktail lounges	\$ 72.45
Churches	\$ 28.45
Hospitals	\$509.55
Nursing Homes	\$152.70
Greywater Treatment (cost per gallon)	\$ 0.08
All other unclassified users and/or premises	\$ 56.60

11. Public Works - Sewer (Wastewater) System Fees:

a) New Connection to the Sewer (Wastewater) System

- i. Application Fee: \$ 50.00
- ii. Permit Review Actual costs for professional services, including, but not limited to: engineering, land surveying and legal services
- iii. Installation/Connection of Sewer Service : Actual cost of installation including, but not limited to: supplies, equipment, and labor costs including benefit charges, Capital Facility Charges, and, if

applicable, all costs associated with any repairs to the **public right of way

iv. Capital Facility Charges (based on water meter size):

Meter Size (inches)	Equivalent Meter Capacity	Capital Facility Charge
¾	1.0	\$ 1,250
1	1.7	\$ 1,250
1½	3.3	\$ 1,250
2	5.3	\$ 1,250
3	10.0	\$1,250
4	16.7	\$1,250
6	33.3	\$41,625
8	53.3	\$66,625
10	76.7	\$95,875

v. *Fee for inspection of new sewer service \$ 60.00

b) Sewer Plumbing Permit*** \$ 35.00

c) Sewer – Excavations

An additional charge may be assessed to defray costs in the event that repairs do not meet the city specifications and it becomes necessary for the city to make repairs to public right of ways which have been improperly repaired after installation of sewer line.

*Public Works Director shall waive the inspection fee if service connection is performed by the City of Dayton.

** Public right of way includes, but is not limited to, sidewalks, bicycle lanes, streets, and alleyways.

*** May need to obtain a separate plumbing permit for construction related projects. Contact the building permit department for details.

12. Public Works - Streets:

- | | |
|---|---|
| a) Street Opening/Cutting Permit Fee | \$ 39.50 plus \$.39 per linear foot of street that is excavated or opened |
| b) Street Blocking Permit Fee | |
| i. Standard Permit | \$ 25.00 plus the sum of \$5.00 per day for each day of blockage more than three days |
| ii. Comprehensive Permit | \$ 75.00 |
| c) Utilities & Telecommunications: | |
| i. Application and Permit Fee | *\$ 250.00 deposit and all actual reasonable costs associated with processing of the application/permit and as prescribed by RCW 35.21.860 |
| ii. Non-Refundable Charge | \$ 50.00 |
| d) Petition for Vacation of Streets/
**Public Right of Way | \$ 200.00 plus actual costs for professional services, including, but not limited to: engineering, land surveying, appraisal and legal services |

*The city shall apply the \$250.00 deposit towards the processing of the application/permit. Any deposit amount remaining in excess of all actual reasonable costs upon issuing of the permit shall be reimbursed within 45-days from the permit issuance date.

** Public right of way includes, but is not limited to, sidewalks, bicycle lanes, streets, and alleyways.

13. Public Works - Water System Fees:

- | | |
|---------------------------------------|---|
| a) New Connection to the Water System | |
| i. Application Fee: | \$ 50.00 |
| ii. Permit Review | Actual costs for professional services, including, but not limited to: engineering, land surveying and legal services |

iii. Installation/Connection of Water Service : Actual cost of installation including, but not limited to: supplies, equipment, and labor costs including benefit charges, Capital Facility Charges, and, if applicable, all costs associated with any repairs to the **public right of way

iv. Capital Facility Charges (based on water meter size):

Meter Size (in)	Equivalent Meter Capacity	Capital Facility Charge
¾	1.0	\$ 1,250
1	1.7	\$ 1,250
1½	3.3	\$ 4,125
2	5.3	\$ 6,625
3	10.0	\$12,500
4	16.7	\$20,875
6	33.3	\$41,625
8	53.3	\$66,625
10	76.7	\$95,875

v. *Fee for inspection of new water service \$ 60.00
 b) Water Plumbing Permit *** \$ 35.00
 c) Water – Excavations

An additional charge may be assessed to defray costs in the event that repairs do not meet the city specifications and it becomes necessary for the city to make repairs to public right of ways which have been improperly repaired after installation of sewer line.

d) Water Hydrant Meter Rental Deposit \$1,000.00

*Public Works Director shall waive the inspection fee if service connection is performed by the City of Dayton.

** Public right of way includes, but is not limited to, sidewalks, bicycle lanes, streets, and alleyways.

*** May need to obtain a separate plumbing permit for construction related projects. Contact the building permit department for details.

14. Planning – General Processing:

a) *Pre-Application Meeting \$ 100.00 actual costs for professional services if applicant requests consultant to attend, including, but not limited to: engineering, land surveying and legal services

*If a land use application is filed within 6-months of the pre-application meeting date, the \$100 fee will be credited towards the land use application. Credit cannot be awarded towards a building permit application.

b) Administrative Interpretation \$ 100.00

c) Open Record Hearing Application fee plus hearing examiner costs

d) Closed, Administrative, or Open Record Appeals \$ 100.00 plus hearing examiner costs

e) Reconsideration \$ 50.00 for administrative decisions Hearing examiner costs for hearing examiner decisions

f) Notice Board – Posting on-site Applicant's responsible for purchase of sign(s) and installation.
Alternatively, \$50.00 for first sign installed by City; and \$30.00 for each additional required sign installed thereafter.

15. Planning – *State Environmental Act (SEPA) Applications & Reviews:

- a) SEPA Categorical Exemption Documentation \$ 50.00, only if written documentation requested
- b) SEPA Threshold Determination \$ 400.00
- c) Critical Area Ordinance (CAO) Review \$ 250 for each Review plus actual costs for city consultant services
- d) Special Study Review – Traffic, Shoreline, and Other \$ 250.00 for each Study plus, if applicable, actual city consultant costs
- e) Environmental Impact Statement (EIS) Cost agreement as determined
- f) *Reasonable Use Exception \$ 200.00 plus hearing examiner costs
- g) *Public Agency and Utility Extension \$ 200.00 plus hearing examiner costs
- h) *Minor Variance: 10% or less from CAO \$ 150.00
- i) *Variance: CAO \$ 200.00 plus hearing examiner costs
- j) *Floodplain Development Permit \$ 100.00

*May include a CAO or special study review, as required

16. Planning – Land Use Applications:

- a) Rezone \$ 500.00 plus \$ 25.00 per 10,000 sq. feet and hearing examiner costs
- b) Minor Variance: 10 % or less for Zoning \$ 150.00
- c) Variance – Zoning \$ 200.00 plus hearing examiner costs
- d) Conditional Use permit \$ 250.00 plus hearing examiner costs
- e) Essential Public Facility \$ 250.00 plus hearing examiner costs
- f) Site Development Plan (Non-Residential Only) \$ 250.00 plus city

- g) Mobile/Manufactured Home Park
engineering consultant fees, if required
\$ 400.00 plus \$ 25.00 per space; and, Hearing Examiner costs, and city engineering consultant costs
- h) Minor Site Plan modification
\$ 100.00
- i) Sign and Lighting Permits
Non-structural \$ 20.00 - Title 12
Structural \$ 20.00 - Title 12 plus applicable Building Department fees

17. Planning – Land Division:

- a) Subdivision – Preliminary
\$ 400.00 plus \$25.00 for each lot, City engineering, consultant land surveying, legal services, and Hearing Examiner Costs
- b) Major Preliminary Plat Revisions
\$ 250.00 plus \$25.00 for each new or revised lot, City Engineering consultant costs and hearing Examiner costs
- c) Subdivision Final
\$ 300.00 plus City engineering consultant costs
- d) Short Plat Preliminary
\$ 400.00 plus City engineering consultant costs
- e) Short Plat Final
\$ 100.00 plus City engineering consultant costs
- f) Boundary Line Adjustment
\$ 100.00
- g) Lot Merger
\$ 50.00
- h) Plat Vacation or Alteration
\$ 200.00 plus City Engineering consultant costs and Hearing Examiner costs

18. Planning – Shoreline Management:

- a) Shoreline Management Re-Designation \$ 500.00 plus \$25 per 10,000 square feet and Hearing Examiner Costs

- b) Shoreline Exemption
 - i. Residential and Vegetation Management \$ 50.00
 - ii. All Other \$ 100.00
- c) Shoreline Substantial Development Permit (SSDP) \$ 250.00
- d) Minor Revision to SSDP \$ 150.00
- e) Shoreline Conditional Use Permit \$ 250.00 plus Hearing Examiner costs
- f) Shoreline Variance \$ 250.00 plus Hearing Examiner costs

19. Planning - Legislative: Type V:

- a) Comprehensive Plan Amendment (CPA) \$200 per each amendment goal, including subordinate text, policies and objectives

- b) CPA Docket – Map Change \$200 per designation, plus \$25 per 10,000 square feet; and, contracted GIS mapping services costs and engineering consultant costs

- c) Development Code Text Amendment \$200 per Code section
- d) Zoning Map Amendment (only with CPA Map Change) \$200 per zone classification plus \$25 per 10,000 square feet; and, contracted GIS mapping service costs and engineering consultant costs

- e) Development Agreement Cost agreement as determined by the City

f) Annexation

\$650 plus contracted GIS mapping services costs and engineering consultant costs

20. Building Permit Fee Schedules:

The Columbia County Building Permit Fee Schedule adopted August 2016 by Columbia County Resolution No. 2016-22 attached Attachment "A" shall be used for the City of Dayton Building Permit Fee Schedule.

21. Swimming Pool Use Fees:

General Admission/Open Swim Sessions - Prices are based on per day per session use.	
5 and under (<u>must</u> be accompanied by a paying adult)	FREE
Day - (1 pm - 5 pm), Ages 6 and up	\$ 3.00
Evening - (6 pm - 8 pm)	\$ 3.00
Class Sessions: Price is based on per day per session use	
Lap Swim	\$ 3.00
Aquacise	\$ 3.00
Deep End Lap Swim	\$ 3.00
Other Classes	\$ 3.00
Season Passes:	
Individual	\$60.00
Family - 4 members or less (must reside at same address)	\$120.00
- Each additional family member (must reside at same address)	\$ 25.00
Lessons: Price is based on per two-week lesson	
Swimming Lessons	\$ 35.00
Private Swimming Lessons	\$ 45.00
Team membership: Requires season pass plus membership fee	
Swim Team	\$ 25.00
Pool Rental: Price is based on per hour rental. Rental is available when the pool is not scheduled for regular activity	
1 - 25 Patrons	\$ 45.00
26-50	\$60.00
51-75	\$90.00
76-150	120.00
ALL Sales are FINAL	

Columbia County

Building Permit Fee Schedule
 adopted August 2016 per Resolution 2016 - 22

Inspections outside of normal business hours (2 hr. minimum charge)	\$65.00
Additional plan review required by additions or revisions to approved plans (minimum charge 1/2 hr.)	\$16.25
Stop work violations	\$75.00 minimum up to double permit fee
Re-inspection fee (hourly rate)	\$32.50
Building permit refunds are subject to a processing fee	\$25.00
Stove installation (wood, gas and pellet)	\$50.00
Sign Permit	\$50.00
Placement Permit	\$50.00
Plan review fee (Commercial & industrial structures)	25% of permit fee
Plumbing	\$50.00
Mechanical	\$50.00
Occupancy inspection	\$50.00
Demolition fee	\$65.00
Meteorological/communication tower	\$325.00
Grain silo	\$65.00 < 20k bushels > 20k bushel based on overall cost
Residential re-roofing 15 squares and less	\$65.00
Residential re-roofing more than 15 squares	\$100.00
Commercial re-roofing 15 squares and less	\$100.00
Commercial re-roofing more than 15 squares	\$130.00

Manufactured Home

Placement without foundation (any size)	\$100.00
Single wide	\$200.00
Double wide	\$300.00
Triple wide	\$400.00
Each additional section over 3	\$100.00

Building Permit Refunds

Processing fee for residential permits	\$25.00
Processing fee for commercial permits	\$35.00
Plan review fee	No refund

Columbia County

Building Permit Fee Schedule

Valuation	Building Permit	State Fee	Total
\$1.00 - \$1,000.00	\$50.50	\$4.50	\$55.00
\$1,001.00 - \$1,100.00	\$52.50	\$4.50	\$57.00
\$1,101.00 - \$1,200.00	\$56.50	\$4.50	\$61.00
\$1,201.00 - \$1,300.00	\$59.50	\$4.50	\$64.00
\$1,301.00 - \$1,400.00	\$63.50	\$4.50	\$68.00
\$1,401.00 - \$1,500.00	\$66.50	\$4.50	\$71.00
\$1,501.00 - \$1,600.00	\$70.50	\$4.50	\$75.00
\$1,601.00 - \$1,700.00	\$73.50	\$4.50	\$78.00
\$1,701.00 - \$1,800.00	\$77.50	\$4.50	\$82.00
\$1,801.00 - \$1,900.00	\$80.50	\$4.50	\$85.00
\$1,901.00 - \$2,000.00	\$84.50	\$4.50	\$89.00
\$2,001.00 - \$3,000.00	\$87.50	\$4.50	\$92.00
\$3,001.00 - \$4,000.00	\$105.50	\$4.50	\$110.00
\$4,001.00 - \$5,000.00	\$123.50	\$4.50	\$128.00
\$5,001.00 - \$6,000.00	\$140.50	\$4.50	\$145.00
\$6,001.00 - \$7,000.00	\$158.50	\$4.50	\$163.00
\$7,001.00 - \$8,000.00	\$175.50	\$4.50	\$180.00
\$8,001.00 - \$9,000.00	\$193.50	\$4.50	\$198.00
\$9,001.00 - \$10,000.00	\$211.50	\$4.50	\$216.00
\$10,001.00 - \$11,000.00	\$228.50	\$4.50	\$233.00
\$11,001.00 - \$12,000.00	\$246.50	\$4.50	\$251.00
\$12,001.00 - \$13,000.00	\$264.50	\$4.50	\$269.00
\$13,001.00 - \$14,000.00	\$281.50	\$4.50	\$286.00
\$14,001.00 - \$15,000.00	\$299.50	\$4.50	\$304.00
\$15,001.00 - \$16,000.00	\$317.50	\$4.50	\$322.00
\$16,001.00 - \$17,000.00	\$334.50	\$4.50	\$339.00
\$17,001.00 - \$18,000.00	\$352.50	\$4.50	\$357.00
\$18,001.00 - \$19,000.00	\$370.50	\$4.50	\$375.00
\$19,001.00 - \$20,000.00	\$387.50	\$4.50	\$392.00
\$20,001.00 - \$21,000.00	\$405.50	\$4.50	\$410.00
\$21,001.00 - \$22,000.00	\$422.50	\$4.50	\$427.00
\$22,001.00 - \$23,000.00	\$440.50	\$4.50	\$445.00
\$23,001.00 - \$24,000.00	\$458.50	\$4.50	\$463.00
\$24,001.00 - \$25,000.00	\$475.50	\$4.50	\$480.00
\$25,001.00 - \$26,000.00	\$494.50	\$4.50	\$499.00
\$26,001.00 - \$27,000.00	\$506.50	\$4.50	\$511.00
\$27,001.00 - \$28,000.00	\$519.50	\$4.50	\$524.00
\$28,001.00 - \$29,000.00	\$532.50	\$4.50	\$537.00
\$29,001.00 - \$30,000.00	\$545.50	\$4.50	\$550.00

\$30,001.00 - \$31,000.00

\$557.50

\$4.50

\$562.00

Columbia County

Building Permit Fee Schedule

Valuation	Building Permit	State Fee	Total
\$31,001.00 - \$32,000.00	\$570.50	\$4.50	\$575.00
\$32,001.00 - \$33,000.00	\$583.50	\$4.50	\$588.00
\$33,001.00 - \$34,000.00	\$595.50	\$4.50	\$600.00
\$34,001.00 - \$35,000.00	\$608.50	\$4.50	\$613.00
\$35,001.00 - \$36,000.00	\$621.50	\$4.50	\$626.00
\$36,001.00 - \$37,000.00	\$634.50	\$4.50	\$639.00
\$37,001.00 - \$38,000.00	\$646.50	\$4.50	\$651.00
\$38,001.00 - \$39,000.00	\$659.50	\$4.50	\$664.00
\$39,001.00 - \$40,000.00	\$672.50	\$4.50	\$677.00
\$40,001.00 - \$41,000.00	\$685.50	\$4.50	\$690.00
\$41,001.00 - \$42,000.00	\$697.50	\$4.50	\$702.00
\$42,001.00 - \$43,000.00	\$710.50	\$4.50	\$715.00
\$43,001.00 - \$44,000.00	\$723.50	\$4.50	\$728.00
\$44,001.00 - \$45,000.00	\$735.50	\$4.50	\$740.00
\$45,001.00 - \$46,000.00	\$748.50	\$4.50	\$753.00
\$46,001.00 - \$47,000.00	\$761.50	\$4.50	\$766.00
\$47,001.00 - \$48,000.00	\$774.50	\$4.50	\$779.00
\$48,001.00 - \$49,000.00	\$786.50	\$4.50	\$791.00
\$49,001.00 - \$50,000.00	\$799.50	\$4.50	\$804.00
\$50,001.00 - \$51,000.00	\$811.50	\$4.50	\$816.00
\$51,001.00 - \$52,000.00	\$820.50	\$4.50	\$825.00
\$52,001.00 - \$53,000.00	\$829.50	\$4.50	\$834.00
\$53,001.00 - \$54,000.00	\$838.50	\$4.50	\$843.00
\$54,001.00 - \$55,000.00	\$846.50	\$4.50	\$851.00
\$55,001.00 - \$56,000.00	\$855.50	\$4.50	\$860.00
\$56,001.00 - \$57,000.00	\$864.50	\$4.50	\$869.00
\$57,001.00 - \$58,000.00	\$873.50	\$4.50	\$878.00
\$58,001.00 - \$59,000.00	\$882.50	\$4.50	\$887.00
\$59,001.00 - \$60,000.00	\$891.50	\$4.50	\$896.00
\$60,001.00 - \$61,000.00	\$899.50	\$4.50	\$904.00
\$61,001.00 - \$62,000.00	\$908.50	\$4.50	\$913.00
\$62,001.00 - \$63,000.00	\$917.50	\$4.50	\$922.00
\$63,001.00 - \$64,000.00	\$926.50	\$4.50	\$931.00
\$64,001.00 - \$65,000.00	\$935.50	\$4.50	\$940.00
\$65,001.00 - \$66,000.00	\$943.50	\$4.50	\$948.00
\$66,001.00 - \$67,000.00	\$952.50	\$4.50	\$957.00
\$67,001.00 - \$68,000.00	\$961.50	\$4.50	\$966.00
\$68,001.00 - \$69,000.00	\$970.50	\$4.50	\$975.00
\$69,001.00 - \$70,000.00	\$979.50	\$4.50	\$984.00

\$70,001.00 - \$71,000.00

\$988.50

\$4.50

\$993.00

Columbia County

Building Permit Fee Schedule

Valuation	Building Permit	State Fee	Total
\$71,001.00 - \$72,000.00	\$996.50	\$4.50	\$1,001.00
\$72,001.00 - \$73,000.00	\$1,005.50	\$4.50	\$1,010.00
\$73,001.00 - \$74,000.00	\$1,014.50	\$4.50	\$1,019.00
\$74,001.00 - \$75,000.00	\$1,023.50	\$4.50	\$1,028.00
\$75,001.00 - \$76,000.00	\$1,032.50	\$4.50	\$1,037.00
\$76,001.00 - \$77,000.00	\$1,040.50	\$4.50	\$1,045.00
\$77,001.00 - \$78,000.00	\$1,049.50	\$4.50	\$1,054.00
\$78,001.00 - \$79,000.00	\$1,058.50	\$4.50	\$1,063.00
\$79,001.00 - \$80,000.00	\$1,067.50	\$4.50	\$1,072.00
\$80,001.00 - \$81,000.00	\$1,076.50	\$4.50	\$1,081.00
\$81,001.00 - \$82,000.00	\$1,085.50	\$4.50	\$1,090.00
\$82,001.00 - \$83,000.00	\$1,093.50	\$4.50	\$1,098.00
\$83,001.00 - \$84,000.00	\$1,102.50	\$4.50	\$1,107.00
\$84,001.00 - \$85,000.00	\$1,111.50	\$4.50	\$1,116.00
\$85,001.00 - \$86,000.00	\$1,120.50	\$4.50	\$1,125.00
\$86,001.00 - \$87,000.00	\$1,129.50	\$4.50	\$1,134.00
\$87,001.00 - \$88,000.00	\$1,137.50	\$4.50	\$1,142.00
\$88,001.00 - \$89,000.00	\$1,146.50	\$4.50	\$1,151.00
\$89,001.00 - \$90,000.00	\$1,155.50	\$4.50	\$1,160.00
\$90,001.00 - \$91,000.00	\$1,164.50	\$4.50	\$1,169.00
\$91,001.00 - \$92,000.00	\$1,173.50	\$4.50	\$1,178.00
\$92,001.00 - \$93,000.00	\$1,182.50	\$4.50	\$1,187.00
\$93,001.00 - \$94,000.00	\$1,190.50	\$4.50	\$1,195.00
\$94,001.00 - \$95,000.00	\$1,199.50	\$4.50	\$1,204.00
\$95,001.00 - \$96,000.00	\$1,208.50	\$4.50	\$1,213.00
\$96,001.00 - \$97,000.00	\$1,217.50	\$4.50	\$1,222.00
\$97,001.00 - \$98,000.00	\$1,226.50	\$4.50	\$1,231.00
\$98,001.00 - \$99,000.00	\$1,234.50	\$4.50	\$1,239.00
\$99,001.00 - \$100,000.00	\$1,243.50	\$4.50	\$1,248.00
\$100,001.00 - \$500,00.00	\$1,252.00 for the first \$100,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof		
\$500,001.00 - \$1,000,000.00	\$4,075.00 for the first \$500,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof		
\$1,000,001.00 - and up	\$7,068.00 for the first \$1,000,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof		

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of [_____, 20__] ("**Effective Date**"), by and between the City of Dayton, Washington ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.

3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach

is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

5. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Mayor Craig George
City of Dayton
111 S 1st St
Dayton, WA 99328-1306
Phone: (509) 382-2361

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

6. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

7. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

8. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

9. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Washington. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

10. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF DAYTON

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Tom Rusin

Title: Chief Executive Officer

Exhibit A
NLC Service Line Warranty Program
City of Dayton
Term Sheet
August 17, 2017

I. Initial Term. Three years

II. License Conditions.

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External sewer/septic line warranty (initially, \$7.99 per month; \$91.00 annually)
- b. External water service line warranty (initially, \$5.99 per month; \$67.00 annually)
- c. In-home plumbing warranty (initially, \$9.49 per month; \$108.99 annually)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External sewer/septic line warranty: Scope is from the property line until line daylights inside home, which includes the service line under the concrete floor. (Covers septic lines if applicable)
- b. External water service line warranty: Scope is from the meter and/or curb box until line daylights inside home, which includes the service line under the concrete floor. Coverage also includes thawing of frozen external water lines. (Covers well service lines if applicable)
- c. In-home plumbing warranty (to be offered when product is available in Washington): Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Once available, Company anticipates offering the In-home plumbing warranty Product via in-bound channels only.

ORDINANCE NO. 1925

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AMENDING THE CITY OF DAYTON 2017 BUDGET, ADOPTED BY ORDINANCE NO. 1907 ON DECEMBER 5, 2016, AND SUBSEQUENTLY AMENDED BY ORDINANCE NOS. 1909, 1912 and 1915 ON MARCH 16, 2017, MAY 8, 2017 AND JUNE 12, 2017, RESPECTIVELY.

WHEREAS, the City of Dayton adopted the 2017 budget ("Budget") in final form by Ordinance No. 1907 on the 5th day of December, 2016; and

WHEREAS, the Budget was subsequently amended on March 16, 2017, May 8, 2017 and June 12, 2017 by Ordinance Nos. 1909, 1912 and 1915, respectively; and

WHEREAS, it has become necessary to amend the Budget's Hotel Motel Lodging Tax Fund to account for additional lodging tax revenues and expenditures.

NOW THEREFORE, the City Council of the City of Dayton, Washington do hereby ordain as follows:

SECTION 1. AMEND. The City of Dayton 2017 Budget is hereby amended to change revenues and appropriations as set forth below:

FUND	2017 BUDGET RESOURCES/ APPROPRIATIONS ADOPTED 12/05/2016, AMENDED 03/16/2017, 05/08/2017, and 06/12/2017	INCREASE/ (DECREASE) AS AMENDED 12/06/2017	2017 BUDGET RESOURCES/ APPROPRIATIONS AS AMENDED 12/06/2017
CURRENT EXPENSE	\$ 1,121,400	\$ -	\$ 1,121,400
CEMETERY	\$ 17,879	\$ -	\$ 17,879
HISTORIC PATHWAY	\$ 210	\$ -	\$ 210
CITY STREET & ROAD	\$ 337,500	\$ -	\$ 337,500
LIBRARY	\$ 1,131	\$ -	\$ 1,131
CE CUMULATIVE RESERVE	\$ 556	\$ -	\$ 556
MOTEL/HOTEL EXCISE TAX	\$ 61,747	\$ 17,697	\$ 79,444
CAPITAL IMPROVEMENTS	\$ 1,369,300	\$ -	\$ 1,369,300
SEWER REVENUE	\$ 1,176,700	\$ -	\$ 1,176,700
SEWER CUMULATIVE RESERVE	\$ 550,400	\$ -	\$ 550,400
WATER REVENUE	\$ 993,994	\$ -	\$ 993,994
WATER CUMULATIVE RESERVE	\$ 695,800	\$ -	\$ 695,800
SOLID WASTE DISPOSAL	\$ 353	\$ -	\$ 353
W & S SYSTEM DEBT RESERVE	\$ 398,100	\$ -	\$ 398,100
W & S SYSTEM DEBT SERVICE	\$ 641,800	\$ -	\$ 641,800
W/S SYSTEMS LOAN REPAYMENT	\$ 354	\$ -	\$ 354
EQUIPMENT REPLACEMENT FUND	\$ 36,280	\$ -	\$ 36,280
CEMETERY ENDOWMENT	\$ 394,445	\$ -	\$ 394,445
LIBRARY ENDOWMENT	\$ 168,900	\$ -	\$ 168,900
PATHWAY ENDOWMENT	\$ 9,000	\$ -	\$ 9,000
TOTAL 2017 BUDGET	\$ 7,975,849	\$ 17,697	\$ 7,993,546

SECTION 2. ADOPT. The budget for fiscal year 2017 is amended to provide for the changes as outlined above, and is hereby adopted, ratified and confirmed.

SECTION 3. EFFECTIVE DATE. A summary thereof of this Ordinance consisting of its title shall be published in the official newspaper of the City of Dayton, and shall take effect and be in full force five (5) days after the date of publication.

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

City of Dayton

By: Craig George, Mayor

Attested By:

By: Trina Cole, City Clerk-Treasurer

Approved as to form:
Menke Jackson Berry, LLP

By: Quinn Plant, City Attorney

ORDINANCE SUMMARY BY TITLE ONLY FOR PUBLICATION PURPOSES
ORDINANCE NO. 1925

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON,
AMENDING THE CITY OF DAYTON 2017 BUDGET, ADOPTED BY ORDINANCE NO. 1907 ON
DECEMBER 5, 2016, AND SUBSEQUENTLY AMENDED BY ORDINANCE NOS. 1909, 1912
and 1915 ON MARCH 16, 2017, MAY 8, 2017 AND JUNE 12, 2017, RESPECTIVELY.

SECTION 1. AMEND.
SECTION 2. ADOPT.
SECTION 3. EFFECTIVE DATE.

The full text of Ordinance 1925 adopted the 6th day of December,
2017, is available for examination at the City Clerk's Office, 111
S. 1st St., Dayton, WA during normal business hours, Monday -
Thursday, 8:00 a.m. to 4:00 p.m. Full text of the Ordinance shall be
mailed upon request.

By: /s/ Craig George, Mayor
Attest: /s/ Trina Cole, City Clerk-Treasurer
Approved as to form: /s/ Quinn Plant, City Attorney

Published: 12/14/2017
Dayton Chronicle



AWC Employee Benefit Trust Employer Master Participation Agreement

awcnet.org

The AWC Employee Benefit Trust is a plan sponsor for health coverage through the following insurance carriers:

Medical			Dental	Vision	EAP	Life & LTD	
1800 Ninth Ave Seattle, WA 98101	528 E Spokane Falls Blvd, Suite 301 Spokane, WA 99202	Group Health 320 Westlake Ave N, Suite 100 Seattle, WA 98109-5233	Delta Dental of Washington 9706 Fourth Ave NE Seattle, WA 98115	Willamette Dental of Washington, Inc. 6950 NE Campus Way Hillsboro, OR 97124	3333 Quality Drive Rancho Cordova, CA 95670	NBC Tower 455 N. Cityfront Plaza Drive Chicago, IL 60611-5322	 Standard Insurance Company 1100 SW 6th Ave Portland, OR 97204

Employer: _____ Date form completed: _____

_____ Initial *Employer Master Participation Agreement*

_____ Change to existing *Employer Master Participation Agreement* The effective date of the change is: _____

The change to the existing *Employer Master Participation Agreement* is: _____

Form completed by: (name, title) _____

Total number of full-time employees eligible for ANY employer sponsored health coverage: _____

Total number of full-time employees: Eligible Enrolled

AWC sponsored medical plans _____ _____

AWC sponsored dental plans _____ _____

AWC sponsored vision plans _____ _____

Total number of LEOFF I actives: Fire dept: _____ Police dept: _____

Total number of LEOFF I retirees: Fire dept: _____ Police dept: _____

Do you provide health coverage for your elected officials? Yes No

Total number of elected officials: Eligible Enrolled

AWC sponsored medical plans _____ _____

AWC sponsored dental plans _____ _____

AWC sponsored vision plans _____ _____

Do you provide health coverage for your part-time employees? Yes No

If yes, provide your definition of minimum hours worked per week in order for part-time employees to be eligible for benefits. (Cannot be less than 20 hours/week.) _____

Total number of part-time employees: Eligible Enrolled

AWC sponsored medical plans _____ _____

AWC sponsored dental plans _____ _____

AWC sponsored vision plans _____ _____

Eligibility criteria:

EMPLOYEES:

1. Employees are covered the first day of the month after date of hire. Yes No (If no, complete #2 & #3 below.)
 2. Employees have a _____ probationary period and then are covered the first of the month following the date probationary period is completed. Waiting period and enrollment cannot be longer than 90 days. (Written employer policy must be submitted to AWC.)
 3. If an employee’s hire date is the first day or first working day of the month - is your policy to (check one):
 - A. Start the employee’s insurance on the first of that month or
 - B. Start the employee’s insurance on the first of the month *following date of hire*
 4. Employee’s insurance coverage terminates the first of the month following the date of termination/date of retirement.
 Yes No
 If no, please explain employer policy below. (Written employer policy must be submitted to AWC.)
-

DEPENDENTS:

1. Spouse/Domestic partners are eligible to be covered on the employer’s plan. Yes No
2. Domestic partner health care coverage is required by state law. If you have a more generous domestic partner policy than required by Washington state law (RCW 48.44.900), attach the policy.

Joining the Trust:

1. Newly enrolling cities/groups commit to a minimum of three years participation in the Trust.

Plan additions OR plan changes:

1. Written notification of change and/or addition of plan(s) should be sent to the AWC Trust office 30-days prior to the change and/or addition. This will be accomplished by completing a new Master Participation Agreement.

Coverage termination:

1. Written notification of total city coverage termination must be sent to the AWC Trust office as outlined in the Trust Agreement.
2. Cities of any size terminating a group or line of coverage must notify the Trust a minimum of 60 days prior to termination in order to facilitate a smooth transition. Terminations are allowed the first of any month following the 60 day notification period.

Employers should refer to the Trust Agreement which governs the AWC Employee Benefit Trust and is the legal document that guides the Trust. It contains information and requirements on joining and participating in the Trust. A copy is provided upon joining the Trust and re-issued when the agreement is amended and restated.

I have provided these answers as part of the procedure required by the AWC Employee Benefit Trust to provide or change any AWC Trust-sponsored insurance coverage for our employees. I certify that all information completed on this form is true, correct, and complete. I understand that the AWC Trust will rely on each answer to ensure underwriting rule compliance. It is a crime to knowingly provide false, incomplete, or misleading information to the Board of Trustees for the purposes of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits. In addition, the Board of Trustees will have the right to collect any claims payments or other damages.

Signed

Date

Title

Plan offerings

Complete **one sheet for each work group or bargaining unit** (i.e. public works, police guild, finance, etc.) If all employees are on the same plans - write "all employees."

Name of work/bargaining unit _____ # employees eligible _____

AWC plan offerings

Medical # enrolled _____



1800 Ninth Ave
Seattle, WA 98101

- Regence BlueShield**
 - AWC HealthFirst®
 - AWC HealthFirst® 250
 - AWC HealthFirst® 500
 - High Deductible Health Plan
 - Plan A - LEOFF I only
 - Medicare Advantage - LEOFF I retiree only



528 E Spokane Falls Blvd, Suite 301
Spokane, WA 99202

- Asuris Northwest Health**
 - AWC HealthFirst®
 - AWC HealthFirst® 250
 - AWC HealthFirst® 500
 - High Deductible Health Plan
 - Plan A - LEOFF I only
 - Medicare Advantage - LEOFF I retiree only



GroupHealth

320 Westlake Ave N, Suite 100
Seattle, WA 98109-5233

- Group Health Cooperative**
 - \$ 10 copay
 - \$200 deductible plan
 - \$500 deductible plan
 - High Deductible Health Plan
 - No copay - LEOFF I only
- Group Health Options, Inc.**
 - Access PPO

Dental # enrolled _____



Delta Dental of Washington
9706 Fourth Ave NE
Seattle, WA 98115

Delta Dental of Washington Basic (0177)

- Plan A
- Plan B
- Plan C
- Plan D
- Plan E
- Plan F
- Plan G
- Plan J

Orthodontia

- Option I
- Option II
- Option III
- Option IV
- Option V



Willamette Dental Group

6950 NE Campus Way
Hillsboro, OR 97124

Willamette Dental of Washington, Inc.

- \$ 10 copay
- \$ 15 copay

Vision # enrolled _____



3333 Quality Drive
Rancho Cordova, CA 95670

Vision Service Plan

- No deductible (0001)
- \$10 deductible (0002)
- \$25 deductible (0005)
- Low option plan
- Second pair rider

Employee Assistance Program

enrolled _____



NBC Tower
455 N. Cityfront Plaza Drive
Chicago, IL 60611-5322

ComPysch

- 1-3 sessions - Included when enrolled on any AWC Trust plan.
- 1-5 sessions
- 1-8 sessions

Include coverage for:

- Not covered by AWC Trust plan, describe:

Life # enrolled _____



1100 SW 6th Ave
Portland, OR 97204

Standard Insurance Company

- Basic life
- Accidental Death & Dismemberment
- Dependent life
 - Plan option 1
 - Plan option 2
 - Plan option 3
 - Plan option 4
- Employee additional life
- Spouse additional life

Long-term Disability

enrolled _____



1100 SW 6th Ave
Portland, OR 97204

Standard Insurance Company

- 90-day: 60% benefit
- 90-day: 67% benefit
- 180-day: 60% benefit
- 180-day: 67% benefit

Other (non-AWC) plan offerings

	Name of plan/sponsor	# employees eligible	# employees enrolled
Medical			
Dental			
Vision			
EAP			
Life			
LTD			

TASK ORDER

CITY OF DAYTON
Washington Street and North 5th Street Water Main 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 (CITY) and Anderson Perry & Associates, Inc., (ENGINEER) on March 14, 2016.

SCOPE OF WORK

The work under this Task Order consists of providing design engineering services to the CITY for the replacement of the water main and services on Washington Street from 4th Street to the Viaduct, and on North 5th Street from Washington Street to Patit Street. 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 \$40,000 without approval from the CITY, pursuant to the ENGINEER's current Hourly Fee Schedule (attached). Completion of services is anticipated by December 31, 2018.

This Task Order is executed on the date shown below.

CITY: City of Dayton

ENGINEER: Anderson Perry & Associates, Inc.

By: _____

By:  _____

Name: Craig George

Name: Jake Hollopetter, P.E.

Title: Mayor

Title: Vice President

Date: _____

Date: 10-31-17

EXHIBIT A
WASHINGTON STREET AND NORTH 5TH STREET WATER MAIN IMPROVEMENTS
ENGINEERING SERVICES
SCOPE OF WORK

GENERAL

The work generally consists of the design and preparation of construction plans and specifications for the replacement of the water main and services on Washington Street from 4th Street to the Viaduct, and on North 5th Street from Washington Street to Patit Street. This project will be bid as a single bid package with the FEMA Street Repair Project. Plans, estimates, and contract documents will be included in the FEMA bid package.

The design will be completed in accordance with applicable City of Dayton (CITY), Washington State Department of Health (DOH), 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:

- Topographic Data Collection
- Design
- Bidding 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 North 5th Street to compile bidding documents (Washington Street survey data will be collected as part of the FEMA street repair project). The topographic survey will incorporate the following design survey surface elements as needed:

- Trees (evergreen or deciduous) with diameter identified
- Landscape features
- Fences
- Grade breaks
- Ditches
- Drainage structures
- Centerline
- Edge of asphalt
- Water utilities including valves, meters, blowoffs, pressure reducing valves, double check valve assemblies, etc.
- Drainage structures with material and size identified and invert elevations given
- Communication utilities distinguishing between underground and overhead
- Power utilities distinguishing between underground and overhead
- Signs
- Creeks/waterbodies
- Driveways with surfacing material identified
- Walkways/trails
- Survey monuments
- Irrigation heads, valves, etc.
- Retaining walls
- Stairs
- 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 - ENVIRONMENTAL DOCUMENTATION

It is assumed that all environmental documentation will be included with the FEMA Street Repair Project.

Deliverables

- Various Site Maps and Figures
- Documentation of Consultation

TASK 4 - DESIGN

4.1 Water Main Design

The ENGINEER will prepare design plans for the water system replacement locations identified below:

- Washington Street from 4th Street to the Viaduct
- North 5th Street from Washington Street to Patit Street

Repairs will be designed in accordance with applicable DOH, CITY, and WSDOT standards.

4.2 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:

- 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.
- 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.
- 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.

4.3 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 5 - BID PHASE SERVICES

The project will be advertised in a formal invitation for bid. 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.

PROJECT ASSUMPTIONS

The following assumptions will apply to this Scope of Work:

1. This project will be designed for construction under a single plans, specifications, and estimate bid contract with the FEMA Street Repair Project.
2. The CITY will pay all required permit fees.

ADDITIONAL SERVICES

This section of the agreement is for additional work not identified in the ENGINEER's Scope of Work. Potential additional scope the CITY may consider includes construction assistance or other services requested by the CITY.

HOURLY FEE SCHEDULE

May 1, 2017

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	Senior Archaeologist I\$ 85.00
Technician IV \$ 75.00	Engineering Technician V \$115.00	Senior Archaeologist II\$100.00
Technician V \$ 80.00	Engineering Technician VI \$120.00	Senior Archaeologist III\$110.00
Technician VI \$ 85.00	Staff Engineer I \$100.00	
Technician VII \$ 90.00	Staff Engineer II \$105.00	
Senior Technician I \$ 95.00	Staff Engineer III \$110.00	
Senior Technician II \$105.00	Project Engineer I \$115.00	
Senior Technician III \$110.00	Project Engineer II \$125.00	
Senior Technician IV \$115.00	Project Engineer III \$130.00	
Senior Technician V \$120.00	Project Engineer IV \$135.00	
Senior Technician VI \$130.00	Senior Engineer I \$140.00	
Senior Technician VII \$145.00	Senior Engineer II \$145.00	
Senior Technician VIII \$165.00	Senior Engineer III \$155.00	
	Senior Engineer IV \$160.00	
	Senior Engineer V \$165.00	
	Senior Engineer VI \$170.00	
	Senior Engineer VII \$185.00	

PROJECT REPRESENTATIVES

Project Representative I\$ 85.00
Project Representative II\$ 95.00
Project Representative III\$ 98.00
Project Representative IV\$105.00

SURVEYORS AND CREWS

Survey Technician I \$ 60.00	Survey Crew Chief III \$110.00	Professional Land Surveyor V ...\$155.00
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 .. \$145.00	Electro-Fisher\$ 22.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.535 per mile for standard highway vehicles as of January 1, 2017. 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.