



**DAYTON CITY COUNCIL**  
REGULAR MEETING  
111 S. 1<sup>ST</sup> Street, Dayton, WA 99328

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**PRELIMINARY AGENDA**

**November 8, 2017**

**7:00 p.m.**

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**1. CALL TO ORDER**

A. Roll Call

**2. CONSENT AGENDA - Action**

A. Approval of October 11, 2017 City Council Minutes - *Table*

B. Approval of October 23, 2017 Special City Council Minutes - *Table*

C. Approval of Voucher Warrants as audited by the Finance Committee

D. Approval of Payroll Warrants

**3. SPECIAL GUESTS AND PUBLIC COMMENT**

A. Public Hearings:

i. Presentation of the 2018 Final Budget - Craig George, Mayor

B. 3<sup>rd</sup> Quarter 2017 Historic Dayton Chamber of Commerce Tourism and Promotion Report – Justin Nix, Chamber Director

**4. COMMITTEE/BOARD/COMMISSION REPORTS**

A. Report on Infrastructure Assistance Coordinating Council (IACC) Technical Team meeting – Craig George, Mayor

**5. REPORTS OF CITY OFFICERS**

A. S. 1st Street Project status – Jim Costello, Public Works Director

i. Sewer Main Line Reconstruction Project

**6. UNFINISHED BUSINESS**

A. ACTION: Authorize contract partnership with National League of Cities/Utility Service Partners, Inc. allowing the NLC Service Line Warranty Program to become available to Dayton homeowners - *TABLE*

**7. NEW BUSINESS**

A. ACTION: Approve Resolution No. 1326 - Accept the W. Main Street (SR 12) Sidewalk Project as final and complete - *TABLE*

B. ACTION: Approve Resolution No. 1327 – Repeal Resolution No. 1325 and approve Resolution No. 1327 – 2017 Property Tax Levy

C. Discuss City/Russ Whipple contractual terms for continued use of the Main Street Restrooms

D. CLOSED SESSION - RCW 42.30.140(4) – Planning position to be taken by the governing body during the course of collective bargaining

**8. FINAL PUBLIC COMMENT**

**9. ADJOURN**

A. ACTION: Move to adjourn the regular meeting

Next Regular Meeting: **December 6, 2017** at **7:00 p.m.** at Dayton City Hall, 111 S. 1<sup>st</sup> Street, Dayton, WA 99328.



# Register

AI No. 2(C)

Fiscal: 2017

Deposit Period: 2017 - October, 2017 - September

Check Period: 2017 - October - October 31, 2017, 2017 - October - October 23, 2017, 2017 - October - October 9, 2017, 2017 - September - September 30, 2017

Number	Name	Print Date	Clearing Date	Amount
<b>Umpqua Bank</b>	<b>5990067340</b>			
<b>Check</b>				
<u>44829</u>	Costello, James	10/16/2017		\$171.44
<u>44830</u>	Usda Rural Development -1	10/16/2017		\$81,525.00
<u>44855</u>	2K Electric LLC	10/19/2017		\$781.63
<u>44856</u>	AG Link, Inc	10/19/2017		\$84.44
<u>44857</u>	AWC	10/19/2017		\$50.00
<u>44858</u>	Basin Disposal, Inc	10/19/2017		\$220.64
<u>44859</u>	Bowhay, Michael	10/19/2017		\$312.96
<u>44860</u>	Centurylink	10/19/2017		\$820.70
<u>44861</u>	CI Information Management Shred Division	10/19/2017		\$30.39
<u>44862</u>	City Lumber & Coal Yard	10/19/2017		\$94.37
<u>44863</u>	City of Dayton	10/19/2017		\$8,877.26
<u>44864</u>	Cole, Trina D	10/19/2017		\$79.16
<u>44865</u>	Coleman Oil Company	10/19/2017		\$1,956.62
<u>44866</u>	Correct Equipment	10/19/2017		\$952.86
<u>44867</u>	Dayton Chronicle	10/19/2017		\$139.26
<u>44868</u>	Dept Of Ecology	10/19/2017		\$1,467.72
<u>44869</u>	Doug's Septic Service Inc	10/19/2017		\$150.00
<u>44870</u>	Doyle Electric	10/19/2017		\$5,765.66
<u>44871</u>	Ferrellgas	10/19/2017		\$398.71
<u>44872</u>	Gravis Law PLLC	10/19/2017		\$2,000.00
<u>44873</u>	Hays, Debra	10/19/2017		\$266.42
<u>44874</u>	Konen Rock Crushing, Inc	10/19/2017		\$69.68
<u>44875</u>	MARC	10/19/2017		\$1,083.52
<u>44876</u>	Mark Lanning Tree Service	10/19/2017		\$1,510.60
<u>44877</u>	Menke Jackson Beyer &	10/19/2017		\$1,937.40
<u>44878</u>	North Central Labs Of Wisconsin	10/19/2017		\$234.92
<u>44879</u>	Northwest Administrators	10/19/2017		\$2,267.94
<u>44880</u>	Northwest Mailing, Inc	10/19/2017		\$150.99
<u>44881</u>	One Call Concepts, Inc	10/19/2017		\$7.17
<u>44882</u>	Owen Equipment CO	10/19/2017		\$212.24
<u>44883</u>	Pacific Power	10/19/2017		\$19,851.65
<u>44884</u>	Pepsi Cola - Walla Walla	10/19/2017		\$23.00
<u>44885</u>	Skyline Parts Inc	10/19/2017		\$185.70
<u>44886</u>	Staples Credit Plan	10/19/2017		\$296.28
<u>44887</u>	State Auditor's	10/19/2017		\$4,470.09

Number	Name	Print Date	Clearing Date	Amount
<u>44888</u>	Total Office Concepts	10/19/2017		\$245.31
<u>44889</u>	Touchet Valley Television, Inc	10/19/2017		\$65.00
<u>44890</u>	US Bank	10/19/2017		\$34.00
<u>44891</u>	Utility Services Associates	10/19/2017		\$3,481.00
<u>44892</u>	Vision Forms, LLC	10/19/2017		\$3,906.75
<u>44893</u>	Walla Walla Regional Water	10/19/2017		\$210.00
<u>44894</u>	Washington State Penitentiary	10/19/2017		\$2,600.00
		<b>Total</b>	<b>Check</b>	<b>\$148,988.48</b>
		<b>Total</b>	<b>5990067340</b>	<b>\$148,988.48</b>
		<b>Grand Total</b>		<b>\$148,988.48</b>



# Register

AI No. 2(D)

Fiscal: 2017  
Deposit Period: 2017 - October, 2017 - September  
Check Period: 2017 - October - October 31, 2017, 2017 - October - October 23, 2017, 2017 - October - October 9, 2017, 2017 - September - September 30, 2017

Number	Name	Print Date	Clearing Date	Amount
<b>Umpqua Bank</b>	<b>5990067340</b>			
<b>Check</b>				
<u>44813</u>	Atteberry, Clinton J	10/12/2017	10/19/2017	\$1,035.33
<u>44814</u>	Bowhay, Michael H.	10/12/2017	10/19/2017	\$1,384.38
<u>44815</u>	Cole, Trina D.	10/12/2017	10/19/2017	\$1,900.49
<u>44816</u>	Costello, James S.	10/12/2017	10/19/2017	\$2,081.85
<u>44817</u>	Elkins, David J.	10/12/2017	10/19/2017	\$1,401.53
<u>44818</u>	Fletcher, Lloyd	10/12/2017	10/19/2017	\$1,264.69
<u>44819</u>	Hays, Debra M.	10/12/2017	10/19/2017	\$1,857.49
<u>44820</u>	John, Rob	10/12/2017	10/19/2017	\$1,264.70
<u>44821</u>	Moton, Donald G.	10/12/2017	10/19/2017	\$1,166.56
<u>44822</u>	Souza, Marcio	10/12/2017	10/19/2017	\$1,071.32
<u>44823</u>	Strickland, Eddie L	10/12/2017	10/19/2017	\$1,347.10
<u>44824</u>	Sweetwood, David	10/12/2017	10/19/2017	\$1,238.66
<u>44825</u>	Westergreen, Connie	10/12/2017	10/19/2017	\$923.32
<u>44826</u>	Council No. 2	10/12/2017		\$417.37
<u>44827</u>	Internal Revenue Service - U S Treasury	10/12/2017		\$6,109.48
<u>44828</u>	Washington State Support Registry	10/12/2017		\$341.64
<u>99944700</u>	Northwest Administrators	9/30/2017	10/2/2017	(\$11.30)
		<b>Total</b>	<b>Check</b>	<b>\$24,794.61</b>
		<b>Total</b>	<b>5990067340</b>	<b>\$24,794.61</b>
		<b>Grand Total</b>		<b>\$24,794.61</b>

**RESOLUTION NO. 1326**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON, ACCEPTING 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 all obligations associated with said contract; and,

**WHEREAS**, the Public Works Director and City Engineer determined the Project to be completed satisfactorily.

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

**Section 1.** The 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 November, 2017.

City of Dayton

\_\_\_\_\_  
By: Craig George, Mayor

Attest:

\_\_\_\_\_  
Trina Cole, City Clerk-Treasurer

**RESOLUTION NO. 1328**

**A RESOLUTION OF THE CITY OF DAYTON, WASHINGTON, REPEALING  
RESOLUTION NO. 1325 AND AUTHORIZING PROPERTY TAX REVENUE  
PURSUANT TO RCW 84.55.120.**

**WHEREAS**, the City Council of the City of Dayton, Columbia County, Washington has met and considered its budget for the calendar year 2018; and,

**WHEREAS**, the City Council of the City of Dayton, Columbia County after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Dayton requires a regular levy which includes tax revenue from the previous year plus amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the district and in its best interest; now, therefore,

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

**Section 1. Resolution No. 1325 is repealed in its entirety.**

**Section 2. There is an increase in the regular property tax levy for the 2018 or levy in the amount of ~~\$3,425.72~~ \$4,043 which is a one percent (1%) increase from the previous year.**

This is exclusive of additional revenue resulting from new construction and improvements to property and any increase in the value of state assessed property, and any additional amounts resulting from any annexations that have occurred and refunds made.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

City of Dayton

AI No. 7 (B)

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By: Craig George, Mayor

Attest:

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Trina Cole, City Clerk-Treasurer

10-25-17

Hi Deb and Trina,

I trust you are the ones that will receive this letter and you can pass it on to whomever handles this kind of issue.

You will notice that the first document in the accompanying packet is the "Additional Insured" insurance certificate that I received when I first leased the restrooms (that sit on my property located west of Flour Mill Park) to the City of Dayton. In late 1991, Wayne Casseday approached me asking if I would allow him to construct some restrooms on my property (that also serves as my driveway onto Main Street) that we could then lease to the city. If all this worked, the city would have some convenient public restrooms (for little or no investment) that would act as a "pee-stop" for the general public when travelling through town or attending the many events that Dayton put on throughout the year. I told him that I really didn't want to have total strangers using my property but if he really wanted to do this I wouldn't stand in his way. However, I also told him that I wouldn't have anything on my property that I didn't own 100% and we agreed that even if he paid for building it, I would 100% own it if I supplied the land that it was built on,

Way back in 1992 I thought it would be OK to give the use of these new restrooms to the city for (the proposed) \$1.00 a year (for a few years) since I was working full-time all over the world and we also had Kity's medical business income, along with some income from my other rental houses on S. 2<sup>nd</sup> Street. I thought the (essentially) free rent arrangement would be OK for the first 5 years or so .... at least until we knew how the restrooms were being received and if they were considered an asset or not. If they were considered an asset, I figured I would tag on a small rent-fee for their use (after the first 5 years or so) to defer some of the costs.... and, .... if they weren't well received or were considered an eye-sore and/or a general "pain-in-the-butt", I would consider closing them and doing something else with the small building and parking area to make everything worthwhile.

Well, as you know, I have never changed anything about that original \$1.00/year agreement. Now, after all those "free" years have passed, I am semi-retired and my costs since 1992-93 have been steadily and dramatically rising, i.e., property taxes (from \$3000 to \$5,100+ for example), income and sales taxes up, all insurances way up, utilities way up, etc., just to name a few. Now, after close to 25 years of this property not "sharing the burden" of my whole operation, I just don't think that I am still in the position to provide the general public with this convenience all by myself any longer. However, if the City of Dayton wants to provide that service by leasing the restrooms and 5 parking spaces, it will now cost the city the small amount of \$50.00 a month (month to month least).

The city will be expected to follow the enclosed lease agreement (no need to notarize it) and continue to keep in place the same liability insurance policy that has been in place for the last 25 years with me being named as an "Additional Insured". The city will also be responsible to maintain the building in a sanitary condition and fix any damage and vandalism that may occur along with any other maintenance issues that may arise (as it has for the last 25 years).



I dated the lease to start on January 1<sup>st</sup> of next year so there is no real hurry to get this approved, etc. If the city doesn't feel the restrooms are an asset worth \$50.00 a month, it may continue to use them until that January 1, 2018 date. After that, all of the city equipment should be out and off the property as I will be starting to dismantle the restrooms in preparation for a different use.

Please feel free to call/email me with any questions or observations....

Best Regards,

A handwritten signature in black ink, appearing to read "Russ Whipple", with a long horizontal line extending to the right.

Russ Whipple

Landowner

509-520-9754

rwhip64@gmail.com

Return Address:  
Russ w hipple  
111 w . Main Street  
Dayton, w A

# COMMERCIAL LEASE AGREEMENT (Short Form)

Indexing information required by the Washington State Auditor's/Recorder's Office. (RCW 36.18 and RCW 65.04) 1/97:  
Reference It (if applicable): \_\_\_\_\_  
Grantor(s) (Owner/Lessor): (1) Russ w hipple (2) \_\_\_\_\_ Additional on pg \_\_  
Grantee(s) (Lessee): (1) City of Dayton (2) \_\_\_\_\_ Additional on pg \_\_  
Legal Description (abbreviated): Restrooms + 5 parking spots located on northern lot of 111 W. Main St, Dayton, WA Additional on pg \_\_  
Assessor's Property Tax Parcel/ Account It : \_\_\_\_\_

THIS LEASE made this 1st day of January, 2018, by and between {Names & Addresses}:  
Russ w hipple, 111 w . MainSt, Dayton, w A

\_\_\_\_\_ (here-in-after called Lessor),  
and City of Dayton, 111 S. 1st St, Dayton, WA

\_\_\_\_\_ (here-in-after called Lessee).

### WITNESSETH:

**1. PREMISES:** Lessor does hereby lease to Lessee, those certain premises commonly known as:

Whipple's Restrooms at west end of Flour Mill Park

as shown on Exhibit B attached hereto, (here-in-after called "premises"), being situated upon land legally described in Exhibit A, attached hereto.

**2. TERM:** The term of this Lease shall be for month to month commencing the 1st day of January 2018, and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_.

**3. RENT:** Lessee covenants and agrees to pay Lessor, at Lessor's address 111 w . Main Street, Dayton. w A 99328

\_\_\_\_\_ monthly rent in the amount of \_\_\_\_\_ Dollars (\$ 50.00 ). in advance on the first day of each month of the lease term. If not paid within five days, a service charge of \$ XXXXXXX shall also be due. Lessor hereby acknowledges receipt of XXXXXXXXXXXXXXX Dollars (\$ XXXXXXXXXXXXXXX ) for the first and XXXXXXXXXX months rent.

**4. UTILITIES AND FEES:** Lessee agrees to pay all charges for light, heat, water, sewer, garbage, drainage, metro and all other utilities and services to the premises during the full term of this lease. Above items, if any, included in the rent payment are \_\_\_\_\_.

**5. REPAIRS AND MAINTENANCE:** Premises have been inspected and are accepted by Lessee in their present condition. Lessee shall, at its own expense and at all times, keep the premises neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessee shall permit no waste, damage or injury to the premises.

**6. SIGNS AND ALTERATIONS:** All signs or symbols placed by Lessee on or about the premises shall be subject to Lessor's prior written approval. After prior written consent of Lessor, Lessee may make alterations, additions and improvements in said premises, at Lessee's sole cost and expense. Lessor may elect to require Lessee to remove any such alterations, additions or improvements upon termination of this lease and at Lessee's sole cost and expense.

**7. LIENS AND INSOLVENCY:** Lessee shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee, and shall indemnify and hold Lessor harmless against the same. In the event Lessee becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee. Lessor may cancel this Lease at its option.

**8. SUBLETTING OR ASSIGNMENT:** Lessee shall not sublet the whole or any part the premises, nor assign this Lease, without the written consent of Lessor, which will not be unreasonably withheld. This Lease shall not be assignable by operation of law. Any assignment shall not release the lessee from liability under this lease unless the assignment states such.

**9. DAMAGE OR DESTRUCTION:** In the event the premises are rendered untenable in whole or in part by fire, the elements, or other casualty, Lessor shall notify Lessee, within thirty (30) days after such casualty, that Lessor will undertake to rebuild or restore the premises, and that such work can be completed within one hundred eighty (180) days from date of such notice of intent. If Lessor cannot restore or rebuild the premises within the said one hundred eighty (180) days, then the Lease may be terminated at Lessee's option by written ten (10) day notice to Lessor. During the period of untenability, rent shall abate in the same ratio as the portion of the premises rendered untenable bears to the whole of the premises.

**10. ACCIDENTS AND USABILITY:** Lessor or its agent shall not be liable for any injury or damage to persons or property sustained by Lessee or other, in and about the premises. Lessee agrees to defend and hold Lessor and its agents harmless from any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the premises by any person, firm or corporation, unless caused by Lessor's negligence.

**11. COSTS AND ATTORNEY'S FEES:** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith, including costs and fees to collect any judgment. It is agreed that the venue of any legal action brought under the terms of this Lease may be in the county in which the premises are situated. Interest on unpaid sums shall accrue at the rate of 12 percent per annum from due date, even if not liquidated at that time.

**12. SUBORDINATION:** Lessee agrees that this Lease shall be subordinate to any mortgages or deeds of trust placed on the property described in Exhibit A, provided, that in the event of foreclosure, if Lessee is not then in default and agrees to attorn to the mortgagee or beneficiary under deed of trust, such mortgagee or beneficiary shall recognize Lessee's right of possession for the term of this Lease.

**13. NO WAIVER OF COVENANTS:** No conduct of a party shall constitute accord and satisfaction, unless contained in a writing to such effect and signed by the parties. Any waiver by either party of any breach hereof by the other shall not be considered waiver of any future similar breach. This Lease contains all the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument.

**14. SURRENDER OF PREMISES:** Lessee agrees, upon termination of this Lease, to peacefully quit and surrender the premises without notice, leave the premises neat and clean and to deliver all keys to the premises to Lessor. If Lessor elects to require Lessee to remove alterations, additions or improvements made by Lessee, then Lessee shall restore the premises to their previous condition, less reasonable wear and tear.

**15. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS:** The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as here-in-above provided.

**16. USE:** Lessee shall use the premises for the purposes of \_\_\_\_\_ and for no other purposes, without written consent of Lessor.

**17. NOTICE:** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Lessor at, \_\_\_\_\_ or to the Lessee at, \_\_\_\_\_

111 S. 1st St, Dayton, WA 99328 \_\_\_\_\_ or at

such other address as either party may designate to the other in writing from time to time. A facsimile transmission will suffice in lieu of mail if receipt is confirmed as to date and time.

18. RIDERS: Riders, if any, attached hereto, are made apart of this lease by reference and are described as:

19. TIME IS OF THE ESSENCE OF THIS LEASE.

20. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the By-Laws of said corporation; and that this Lease is binding upon said corporation in accordance with its term. If Lessee is a corporation, Lessee shall, within thirty (30) days after execution of this Lease, deliver to Lessor or certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

N WITNESS WHEREOF, the parties hereto have hereunto set their hands the date first above written.

  
\_\_\_\_\_  
Lessor(s)

\_\_\_\_\_  
Lessee(s)

*Ltf2-ZS:-t1*

STATE OF WASHINGTON

J

ss. (INDIVIDUAL ACKNOWLEDGEMENT)

County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that \_\_\_\_\_ signed this instrument and acknowledged it to be \_\_\_\_\_ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON

J

ss. (CORPORATE ACKNOWLEDGEMENT)

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared before me \_\_\_\_\_ to me known to be the

\_\_\_\_\_ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he \_\_\_\_\_ authorized to execute said instrument and the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and Official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public in and **for** the State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_