



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

PRELIMINARY AGENDA
REGULAR MEETING
Wednesday, January 10, 2018
7:00 p.m.
Craig George, Mayor

1. **CALL TO ORDER**
 - A. Roll Call
2. **CONSENT AGENDA – Action**
 - A. City Council Minutes
 - i. December 6, 2017
 - B. Approval of Voucher Warrants as audited by the Finance Committee: \$203,915.15
 - C. Approval of Payroll Warrants: \$88,504.31
3. **SPECIAL GUESTS AND PUBLIC COMMENT**
4. **COMMITTEE/BOARD/COMMISSION REPORTS**
 - A. ACTION: To Select _____ to serve as of Mayor Pro-Tem for 2018
 - B. Mayor's Report:
 - i. Summarize outcome of Community Economic Development's Strategy meeting
 - ii. Update on Flood Control Zone District Project
 - iii. 2014-2016 Audit Outcome
5. **REPORTS OF CITY OFFICERS**
 - A. Request for Proposals for Prosecuting Attorney Services – Trina Cole
 - B. Grant Application in cooperation with Columbia County through the Federal Lands Program – Trina Cole
 - C. Grant Application for Growth Management Comprehensive Plan Update – Trina Cole
 - D. Association of Washington Cities RMSA performing Property Appraisals mid-year 2018 for all of City's properties – Trina Cole
6. **UNFINISHED BUSINESS**
7. **NEW BUSINESS**
 - A. ACTION: Authorize Resolution No. 1331 - Extending Planning Service Contract with Columbia County
 - B. ACTION: Authorize Resolution No. 1332 - Code Compliance Contract
 - C. ACTION: Authorize Fuel Tax Agreement with Transportation Improvement Board for 2018 FEMA Repairs
8. **FINAL PUBLIC COMMENT**
9. **ADJOURN**

Next regular meeting is February 14, 2018 at 7:00 p.m. at Dayton City Hall 111 S. 1st Street, Dayton, WA 99328.

DAYTON CITY COUNCIL MINUTES
Regular Meeting
Wednesday, December 6, 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, Christine Broughton, Dain Nysoe (enters the meeting at 7:22 p.m.), Zac Weatherford, Byron Kaczmarski
Staff: Trina Cole, City Clerk-Treasurer

2. CONSENT AGENDA:

ACTION: Paris makes a motion; Broughton 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; Approval of the October 23, 2017 Special City Council Minutes; Approval of the November 8, 2017;

Approval of the following vouchers for payment:

B. Claims: 44903; 44921-44976; 44982; 44985-44990; 44993 \$ 772,981.48

C. Payroll: 44905-44920; 44981; 44983-44984; 45010-45037; 99944795; 99944898 \$ 83,126.35

Total \$ 856,107.83

3. SPECIAL GUESTS/PUBLIC COMMENT

At 7:02 p.m. Mayor George closes the regular meeting and opens the final 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. Bailey commends the 2018 Budget efforts by the Council. There are no other comments. Mayor George closes the public hearing and re-opens the regular meeting at 7:03 p.m.

4. COMMITTEE/BOARD/ COMMISSIONER REPORTS

Public Safety – There is no report.

Public Works – There is no report.

Finance – There is no report.

Parks/Public Grounds – There is no report.

Planning/Economic Development –

ACTION: Justin Nix, Dayton Chamber Director, provides statistical data to support the success of the Chamber's marketing and tourism efforts in 2018 that are funded with the hotel motel lodging taxes distributed to the Chamber from the City. He summarizes the Chamber's marketing efforts. Mr. Nix requests that the City reconsider the proposed 90%/10% rate for distribution to the Chamber from the City in 2018. Bette Lou Crothers and Ann Walsh express support of his request. Paris commends Mr. Nix's efforts and recommends that the contract continue as is to allow Mr. Nix to create a partnership with the City. Bailey states that the proposed distribution rate was a difficult discussion for the Planning Committee, but tourism and promotion activities that may be important to other members of the community were considered such as funding the Dayton Swimming Pool operation. Mr. Nix states that the Chamber would be willing to utilize the lodging taxes to conduct fund raising events, for instance a golf tournament, to assist with the continued operation of the pool. Weatherford interjects that the retainage of 10% by the City was not only for pool events, but to fund other tourism and promotional events as deemed appropriate by the Council. Bailey makes a motion; Berg seconds the

motion to authorize a municipal services agreement for lodging tax activities with the Dayton Chamber of Commerce with a change in funding distribution to read that the City will retain \$2,500 of lodging taxes and distribute 100% of the remaining balance to the Chamber with the condition that the Chamber promotes and conducts a fund raising event in support of the Dayton Swimming Pool. There is no further discussion. Paris, Berg, Broughton, Kasczmarski, Bailey and Weatherford vote in favor. Nysoe abstains. Motion carries unanimously.

Cole reports: Meagan Bailey has been appointed interim planning director for Columbia County; based on recommendation from Planning Committee, City will request a 6-months extension to the existing planning services agreement with Columbia County; and, City will contract with Columbia County for code compliance services and Clint Atteberry will be hired as a full-time employee with the County.

Personnel – There is no report.

Emergency Management – Bailey reports that volunteer emergency service drivers are still needed in our county and urges community members to look into Life Flight memberships given the current hospital crisis in the Walla Walla Valley.

Chamber of Commerce – There is no report.

Commissioners – There is no report.

5. REPORTS OF CITY OFFICERS

Sheriff – There is no report.

Code Compliance – There is no report.

Public Works – There is no report.

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 –

ACTION: Broughton makes a motion; Berg seconds the motion to accept Matt Zanger's resignation from Dayton Historic Preservation Commission. There is no discussion. The motion carries unanimously.

ACTION: Broughton makes a motion; Nysoe seconds the motion to affirm the Mayor's appointment of Kathryn Witherington to serve on the Dayton Planning Commissions. George summarizes her letter of interest in the position. The motion carries unanimously.

Mayor George reports that he will be scheduling a meeting to further discuss Russ Whipple's lease proposal for the Main Street Restrooms. Council discusses the location of the restrooms, parking lot spaces and conflicting information on the ownership of the property that the restroom were constructed on.

6. UNFINISHED BUSINESS

ACTION: Bailey makes a motion; Berg seconds the motion to authorize Ordinance No. 1923, adopting and authorizing the 2018 Budget as presented. There is no discussion. The motion carries unanimously.

ACTION: Broughton makes a motion; Paris seconds the motion to authorize Ordinance No. 1924, adopting and authorizing the 2018 Non-Contractual Salary/Wage Schedule. There is no discussion. The motion carries unanimously.

ACTION: Paris makes a motion; Nysoe seconds the motion to 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. There is no discussion. The motion carries unanimously.

ACTION: Bailey makes a motion; Kaczmariski seconds the motion to 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). There is no discussion. The motion carries unanimously.

ACTION: Broughton makes a motion; Paris seconds the motion to authorize Resolution No. 1330, amending Resolutions 1290 and 1298, amending the Master Fee Schedule adding charges for electronic public records and changing utility rates to reflect 2018 increases, planning fees and charges and building permit fees. There is no discussion. The motion carries unanimously.

ACTION: Broughton makes a motion; Kaczmariski seconds the motion to 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. There is no discussion. The motion carries unanimously.

7. NEW BUSINESS

ACTION: Bailey makes a motion; Broughton seconds the motion to authorize Ordinance No. 1925, adopting and authorizing an amendment to the 2017 Budget to account for unanticipated revenues from special excise lodging taxes. There is no discussion. The motion carries unanimously.

ACTION: Paris makes a motion; Broughton seconds the motion to authorize Association of Washington Cities Benefit Trust Master Participation Agreement. There is no discussion. The motion carries unanimously.

ACTION: Nysoe makes a motion; Berg seconds the motion to authorize Task Order for Washington Street Water Project with Anderson Perry & Associates. There is no discussion. The motion carries unanimously.

8. FINAL PUBLIC COMMENT

Nysoe states support of retaining a portion of motel hotel lodging tax to use for continued operation and maintenance of the city's parks and recreation resources.

9. ADJOURN

With no further business to come before the Council, the regular meeting is adjourned at 8:20 p.m.

City of Dayton

By: Craig George, Mayor

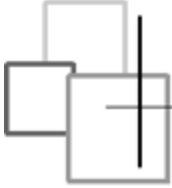
Attested:

Approved:

12/06/2017

Trina Cole, City Clerk-Treasurer

Date



Register

Fiscal: 2017
Deposit Period: 2017 - December
Check Period: 2017 - December - December 31, 2017, 2017 - December - December 18, 2017, 2017 - December - December 4, 2017

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	5990067340			
Check				
<u>45086</u>	Access Unified Networks	12/18/2017		\$4,956.47
<u>45087</u>	Municode	12/18/2017		\$3,274.06
<u>45088</u>	Owen Equipment CO	12/18/2017		\$71.58
<u>45089</u>	Pump Tech, Inc.	12/18/2017		\$6,687.53
<u>45090</u>	Western States Equipment	12/18/2017		\$1,606.18
<u>45091</u>	U.S. Bank Global Corporate Trust Services	12/18/2017	12/1/2017	\$15,265.64
<u>45092</u>	Chamber Of Commerce	12/18/2017		\$10,615.93
<u>45093</u>	City of Dayton	12/18/2017		\$107,479.00
<u>45094</u>	City of Dayton	12/18/2017		\$15,040.44
<u>45095</u>	Anderson Perry & Assoc	12/18/2017		\$34,918.32
<u>45125</u>	Gravis Law PLLC	12/29/2017		\$4,000.00
		Total	Check	\$203,915.15
		Total	5990067340	\$203,915.15
		Grand Total		\$203,915.15



Register

Fiscal: 2017

Deposit Period: 2017 - December

Check Period: 2017 - December - December 31, 2017, 2017 - December - December 18, 2017, 2017 - December - December 4, 2017

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank Check	5990067340			
<u>44994</u>	Atteberry, Clinton J	12/15/2017	12/14/2017	\$1,148.78
<u>44995</u>	Bowhay, Michael H.	12/15/2017	12/14/2017	\$1,419.16
<u>44996</u>	Cole, Trina D.	12/15/2017	12/15/2017	\$1,911.66
<u>44997</u>	Costello, James S.	12/15/2017	12/14/2017	\$2,093.70
<u>44998</u>	Elkins, David J.	12/15/2017	12/15/2017	\$1,419.36
<u>44999</u>	Fletcher, Lloyd	12/15/2017	12/18/2017	\$1,264.69
<u>45000</u>	Hays, Debra M.	12/15/2017	12/15/2017	\$1,858.52
<u>45001</u>	John, Rob	12/15/2017	12/14/2017	\$1,274.68
<u>45002</u>	Moton, Donald G.	12/15/2017	12/15/2017	\$1,172.14
<u>45003</u>	Souza, Marcio	12/15/2017	12/14/2017	\$1,207.02
<u>45004</u>	Strickland, Eddie L	12/15/2017	12/15/2017	\$1,217.15
<u>45005</u>	Sweetwood, David	12/15/2017	12/14/2017	\$1,237.54
<u>45006</u>	Westergreen, Connie	12/15/2017		\$924.27
<u>45007</u>	Council No. 2	12/4/2017		\$417.37
<u>45008</u>	Internal Revenue Service - U S Treasury	12/4/2017	12/15/2017	\$6,173.55
<u>45009</u>	Washington State Support Registry	12/4/2017	12/18/2017	\$341.64
<u>45096</u>	Atteberry, Clinton J	12/28/2017		\$1,036.26
<u>45097</u>	Bailey, V. Delphine	12/28/2017		\$138.52
<u>45098</u>	Berg, Kathleen A.	12/28/2017		\$138.52
<u>45099</u>	Bowhay, Michael H.	12/28/2017		\$1,472.91
<u>45100</u>	Broughton, Christine	12/28/2017		\$138.52
<u>45101</u>	Cole, Trina D.	12/28/2017		\$1,913.56
<u>45102</u>	Costello, James S.	12/28/2017		\$2,110.20
<u>45103</u>	Elkins, David J.	12/28/2017		\$1,521.04
<u>45104</u>	Fletcher, Lloyd	12/28/2017		\$1,386.95
<u>45105</u>	George, Craig	12/28/2017		\$835.20
<u>45106</u>	Hays, Debra M.	12/28/2017		\$1,860.33
<u>45107</u>	John, Rob	12/28/2017		\$1,384.12
<u>45108</u>	Kaczmarski, Byron	12/28/2017		\$138.52
<u>45109</u>	Moton, Donald G.	12/28/2017		\$1,327.43
<u>45110</u>	Nysoe, Dain	12/28/2017		\$138.52
<u>45111</u>	Paris, Michael	12/28/2017		\$138.52
<u>45112</u>	Souza, Marcio	12/28/2017		\$1,723.57
<u>45113</u>	Strickland, Eddie L	12/28/2017		\$1,429.48
<u>45114</u>	Sweetwood, David	12/28/2017		\$1,492.51
<u>45115</u>	Weatherford, Zachary M	12/28/2017		\$138.52

Number	Name	Print Date	Clearing Date	Amount
<u>45116</u>	Westergreen, Connie	12/28/2017		\$923.32
<u>45117</u>	AFLAC Remittance Processing	12/28/2017		\$640.69
<u>45118</u>	Dept of Labor & Industries	12/28/2017		\$9,152.77
<u>45119</u>	Dept of Retirement Systems	12/28/2017		\$11,016.63
<u>45120</u>	Internal Revenue Service - U S Treasury	12/28/2017		\$7,033.42
<u>45121</u>	Northwest Administrators	12/28/2017		\$12,326.82
<u>45122</u>	WA State Employment Security	12/28/2017		\$344.71
<u>45123</u>	Washington State Support Registry	12/28/2017		\$341.64
<u>45124</u>	WSCCCE	12/28/2017		\$1,179.88
		Total	Check	\$88,504.31
		Total	5990067340	\$88,504.31
		Grand Total		\$88,504.31

RESOLUTION NO. 1331

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF DAYTON, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN AN INTERLOCAL
AGREEMENT FOR TEMPORARY PLANNING
DEPARTMENT SERVICES WITH COLUMBIA
COUNTY**

WHEREAS, the City and County are public agencies, as defined by Chapter 39.34 RCW, and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby provide services and facilities in the manner and pursuant to forms of government organizations that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the City is continues to be temporarily in need of planning services; and

WHEREAS, the County continues to have planning staff in its Planning and Building Department who have the ability and capacity to temporarily assist the City with its planning services need; and

WHEREAS, the Columbia County Planning Department has been and continues to be willing to assist the City with their temporary planning needs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Dayton an Interlocal Agreement temporary planning department services with Columbia County in the form attached hereto as Exhibit "A."

Section 2. That the Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

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

Dated and signed this _____ day of _____, 2018.

CITY OF DAYTON

Craig George, Mayor

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to Form:

Quinn N. Plant, City Attorney

Interlocal Agreement

**Between the City of Dayton, Washington and Columbia County
Washington for Temporary Planning Department Services**

This Interlocal Agreement is made and entered into this _____ day of _____, 2018, by and between the City of Dayton, Washington, a municipal corporation ("City"), and Columbia County, Washington, a political subdivision of Washington State ("County").

WHEREAS, the City and County are public agencies, as defined by Chapter 39.34 RCW, and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby provide services and facilities in the manner and pursuant to forms of government organizations that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the City is temporarily in need of planning services; and

WHEREAS, the County has planning staff in its Planning and Building Department who have the ability and capacity to temporarily assist the City with its planning services needs.

NOW, THEREFORE, the parties hereto recite, covenant, and agree as follows:

1. Services to be Provided: Subject to the terms and conditions set forth below, the County agrees to provide the City with current and long-range planning related services. The County will provide planning services on an as-needed basis upon the reasonable request of the City. The City agrees to cooperate and assist the County to the extent necessary to provide these planning services. A member of the County's Planning Department staff will attend City meetings as reasonably necessary to meet the planning needs of the City.

2. Conflict of Interest: The County reserves the right to decline to provide planning services to the City that may present a conflict of interest with the County. In the event such a conflict exists, the County shall not use any information obtained from the City through the course of the County's performance of this agreement to the detriment of the City and the City shall not use any information obtained from the County through the course of the County's performance of this agreement to the detriment of the County. The County will notify the City of any potential or actual conflict of interest within one (1) business day of the County determining that the conflict exists or may exist. Nothing in this paragraph shall affect the County's obligations pursuant to the Public Records Act. Should a request be made to the County for records that pertain to a City planning matter, the County will provide at least 10 days' notice prior to any release of documents. Nothing in this paragraph shall prevent either party from utilizing, to the extent permitted by law, any and all information in any dispute, claim, action or other adverse proceeding between the parties.

3. Legal Representation: The City acknowledges that it is not represented by the County or the County's legal department. The City has its own legal counsel. If in the performance of any planning services on behalf of the City pursuant to this agreement the County's Planning and Building Department requires legal advice or assistance, the City shall provide such advice or assistance through its legal counsel. In any challenge to decision of the City on a Type II, Type III, Type IV, Type IVA or Type V land use application or any constitutional challenge (except an "as applied" constitutional challenge) to the City code or any part thereof, the City shall defend the County and its employees to the extent the County and/or its employees were not negligent, as provided in section 12 of this agreement.

4. Term: The term of this agreement shall begin February 1, 2018 and continue through July 31, 2018, unless terminated earlier pursuant to section 6.

5. Compensation: The City shall pay on a monthly basis, beginning February 1, 2018, to the County Four Thousand Dollars (\$4,000) per month in exchange for the services rendered by the County pursuant to this agreement.

6. Termination: Either Party may terminate this agreement with thirty (30) days written notice. Upon termination, the City shall only be obligated to pay for services provided up to the day of termination on a pro rata basis.

7. Breach: Should either party fail to substantially fulfill the requirements of this Agreement, the non-breaching party may give the breaching party at least 30 days' prior written notice, provided that such notice will not result in termination if the breaching party cures that breach before the 30-day period elapses. In the case of termination pursuant to this section, the City is only obligated to pay for services provided by the County on a pro rata basis up to the day of termination.

8. Funding: Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for performance under this contract by either party for any future fiscal period, the party will not be obligated to perform and/or make payment for amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to either party in the event this provision applies

9. Compliance with Laws: The Parties agree to comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

10. Independent Contractor: It is understood that the County shall be an independent contractor of the City. This agreement shall not give rise to an employment relationship between the City and any employee or agent of the County who may perform this agreement on behalf of the County.

11. Modification: This agreement may only be modified by writing that has been signed by the parties hereto.

12. Indemnification/Hold Harmless: Each party to this agreement shall defend, indemnify, and hold the other party, including its agents and employees, harmless from claims, actions, injuries, damages, losses or suits, including attorney's fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this agreement to the extent caused by the fault or negligence of the indemnitor, or its agents or employees. Should a court of competent jurisdiction invalidate in whole or in part any law, rule, code, or ordinance under which the County provides services under this Agreement, the City shall defend and hold harmless the County, its officials, employees and representatives. Each party herein represents to the other that it is sufficiently self-insured, is a member of a collective risk pool, or has insurance that covers the activities pursuant to this Agreement. A Party shall provide proof of such insurance coverage upon demand by the other party.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the City or a City subcontractor, agent or representative, the indemnification obligation under this Section shall not be limited in any way by the limitation on the amount or type of damages, compensation, or benefits payable by or for the City or the City's subcontractor, agent or representative under Workers Compensation acts, disability benefits acts, or other employee benefits

acts, it being clearly agreed and understood by the parties hereto that the he City expressly waives any immunity the City might have had under such laws. By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties.

13. Applicable Law and Venue: This agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue for any dispute or lawsuit between the parties regarding this agreement shall be in the Superior Court of Walla Walla County, Washington.

14. Non-Discrimination: In the performance of their obligations under this agreement, neither party may discriminate in any manner on the basis of race, color, national origin, sex, religion, age, marital status, pregnancy, disability, creed, sexual orientation, or honorable discharged veteran or military status in employment or the provision of services.

15. Severability: If any portion of this agreement is held to be invalid, such a finding will not have any effect on the remainder of the agreement, which shall remain fully in effect and enforceable.

16. Waiver: Non-enforcement of any provision or condition of this Agreement shall not be deemed a waiver and the parties can enforce said provisions or condition.

17. Filing/Posting: Prior to its entry into force, this agreement shall be filed with the Columbia County Auditor or, in the alternative, listed by each party on its website or other electronically retrievable public source, as required by RCW 39.34.040.

18. Entire Agreement: This agreement constitutes the entire agreement of the parties.

City of Dayton, Washington

Craig George, Mayor

Date

Attested by:

Trina Cole, City Clerk-Treasurer

Date

Approved as t form:

Quinn Plant, City Attorney

Date

Columbia County, Washington

Michael Talbott, Commissioner

Date

Merle Jackson, Commissioner

Date

Norm Passmore, Commissioner

Date

Approved as to form:

Rea Cullwell, Prosecuting Attorney

Date

RESOLUTION NO. 1332

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF DAYTON, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN AN INTERLOCAL
AGREEMENT FOR CODE COMPLIANCE SERVICES
WITH COLUMBIA COUNTY**

WHEREAS, the City and County are public agencies, as defined by Chapter 39.34 RCW, and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby provide services and facilities in the manner and pursuant to forms of government organizations that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the County has code compliance staff in its Planning and Building Department who have the ability and capacity to assist the City with its code compliance services need; and

WHEREAS, the Columbia County Planning Department is willing to assist the City with their code compliance needs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Dayton an Interlocal Agreement for code compliance services with Columbia County in the form attached hereto as Exhibit "A."

Section 2. That the Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

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

Dated and signed this _____ day of _____, 2018.

CITY OF DAYTON

Craig George, Mayor

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to Form:

Quinn N. Plant, City Attorney

Interlocal Agreement

**Between the City of Dayton, Washington and Columbia County
Washington for Code Compliance Services**

This Interlocal Agreement is made and entered into this _____ day of _____, 2018, by and between the City of Dayton, Washington, a municipal corporation ("City"), and Columbia County, Washington, a political subdivision of Washington State ("County").

WHEREAS, the City and County are public agencies, as defined by Chapter 39.34 RCW, and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby provide services and facilities in the manner and pursuant to forms of government organizations that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the City has requested assistance with regards to code enforcement actions and inspections as prescribed in Title 21 DMC; and

WHEREAS, the City has agreed to reimburse the County for costs related to staff time, travel expenses, and administrative costs associated with this agreement as described in paragraph 1.a below; and,

WHEREAS, the County has a full-time code enforcement officer; and,

WHEREAS, the City has several code compliance/enforcement issues; and

WHEREAS, the provision of this service will provide a financial relief to both the City and the County while maintaining a full-time county-wide code enforcement officer.

NOW, THEREFORE, the parties hereto recite, covenant, and agree as follows:

1. The City agrees and covenants, in accordance with the Washington State Code and applicable regulations, to do as follows:
 - a. Reimbursement to the County an amount of \$3,166 per month. Installments shall be made not later than the 15th of each month and shall be made payable to the Columbia County Treasurer. This sum is subject to annual review, and may be adjusted for differences in annual costs. The City and County mutually agree that the annual costs calculation shall not include salary/wage structure as the County's code enforcement officer salary/wage structure is greater than the City's. The City and County mutually agree that annual cost calculations shall include employee benefits. On or before August 1 of each, the parties shall, in writing, state their respective wishes concerning continued contracting reimbursement amount. If a mutual agreement cannot be reached on or before September 30 each year, this contract shall terminate December 31.
 - b. Upon execution of this agreement, transfer to the County personal property currently used by the City's code enforcement officer for code enforcement purposes, to include a computer and other miscellaneous personal property, provided that said personal property

must be used by the County for the provision of code compliance/enforcement services contemplated in this Agreement.

- c. The City notes that at times, there may be a “conflict of interest” for the assigned code enforcement officer. In these instances, the City shall process the violation in-house.
 - d. Actual costs of any City judicial abatement shall be the responsibility of the City. In the event a lien is placed on a property in order to facilitate clean-up operations the City shall be responsible for securing the lien in the name of the City, and shall receive any and all funds upon sale of said property or any other agreement.
 - e. The City shall collect and retain all fees for criminal or civil violations regarding code enforcement in the county.
2. Columbia County agrees and covenants to do as follows:
- a. Provide all code enforcement/compliance services, including taking complaints, responding to potential violations, processing forms, agreements, notices, testifying at hearings, trials, interviews and or depositions associated with code enforcement/compliance, and all other paperwork concerning each violation.
 - b. Upon unsuccessful resolution of a suspected code violations through agreement and/or civil action, forward the matter to the City, along with:
 - 1) A clean and concise statement of the violation including specific code section(s);
 - 2) Copies of all notices and/or demands and any written responses there to;
 - 3) Timeline of code enforcement activity;
 - 4) Full report including supporting evidence, i.e. dated photographs, such that alleged code violation may be charged and prosecuted.
 - c. Provide updates on all on-going violations to the Mayor and City Council of the City of Dayton.
 - d. Retain all records a required by the State of Washington.
 - e. Inform the City when violations have been corrected, and legal action is no longer required.

It is expected that the Columbia County Code Enforcement Officer shall work under the supervision of the Columbia County Planning Director. It is important to recognize and understand that the two jurisdictions could operate under differing styles and philosophies.

3. Hold Harmless and Indemnification:

- a. The City shall hold harmless, indemnify and defend the County, its officers officials, employees, and agents from and against any and all claims, actions, suites, liability, loss, expenses, damages, and judgements of any nature whatsoever, including reasonable

attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the City's acts, errors, or omissions in the performance of this interlocal agreement. Provided, that the City's, obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the county its officers, officials, employees, or agents.

- b. The County shall hold harmless, indemnify and defend the City, its officers officials, employees, and agents from and against any and all claims, actions, suites, liability, loss, expenses, damages, and judgements of any nature whatsoever, including reasonable attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the County's acts, errors, or omissions in the performance of this interlocal agreement. Provided, that the County's, obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the county its officers, officials, employees, or agents.
- c. Should both parties be found at fault or liable under a and b herein, each shall be responsible for their pro rata share or fault or liability.
- d. In any and all claims against a Party, its officers, officials, employees, and agents by any employee of the Party, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation of the amount or type of damages, compensation, acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Parties expressly waives any immunity the Parties might have had under such laws. By executing this interlocal agreement, the Parties acknowledge that the foregoing waiver has been mutually negotiated by the Parties and that the provisions of the section shall be incorporated, as relevant, into any contract the parties make with any Contractor or agent performing work hereunder.
- e. The rights, duties and obligations set forth in this Section 3 survive termination or expiration of this agreement.

4. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understanding with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

5. Independent Status of Parties: The Parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that his Agreement is subject to RCW 4.24.155, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the

City and the County, its officers, officials, employees, and volunteers, the City's liability hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. Notice: Either party may withdraw from this Agreement with thirty (30) days' notice. Notice shall be provided to the Mayor of the City of Dayton, the Board of County Commissioners, and the Columbia County Department of Planning & Building. The City shall pay for work actually performed up to the date of withdrawal.

7. Funding: Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for performance under this contract by either party for any future fiscal period, the party will not be obligated to perform and/or make payment for amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by City ordinance. No penalty or expense shall accrue to either party in the event this provision applies

8. Assignment: No party to this agreement may assign its rights or obligations arising from this agreement, in whole or in part, without prior written consent of the other party

9. Compliance with Laws: The parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, constitutional limitations on entry onto, or search of, private property.

10. Non-Discrimination: In the performance of their obligations under this agreement, neither party may discriminate in any manner on the basis of race, color, national origin, sex, religion, age, marital status, pregnancy, disability, creed, sexual orientation, or honorable discharged veteran or military status in employment or the provision of services.

11. Severability: If any portion of this agreement is held to be invalid, such a finding will not have any effect on the remainder of the agreement, which shall remain fully in effect and enforceable.

12. Waiver: Non-enforcement of any provision or condition of this Agreement shall not be deemed a waiver and the parties can enforce said provisions or condition.

13. Remedies Cumulative: Rights under this contract are cumulative and nonexclusive of any other remedy at law or in equity.

14. Choice of Law, Jurisdiction, and Venue: This Agreement has been and shall be construed as having been made within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington in its interpretation and performance. Any action at law, suit in equity, judicial proceeding arising out of this Agreement shall be instituted and maintained only in the court of competent jurisdiction in Walla Walla County, Washington.

15. Filing/Posting: Prior to its entry into force, this agreement shall be filed with the Columbia County Auditor or, in the alternative, listed by each party on its website or other electronically retrievable public source, as required by RCW 39.34.040.

16. Entire Agreement: This agreement constitutes the entire agreement of the parties.

City of Dayton, Washington

Craig George, Mayor

Date

Attested by:

Trina Cole, City Clerk-Treasurer

Date

Approved as to form:

Quinn Plant, City Attorney

Date

Columbia County, Washington

Michael Talbott, Commissioner

Date

Merle Jackson, Commissioner

Date

Norman Passmore, Commissioner

Date

Approved as to form:

Rea Cullwell, Prosecuting Attorney

Date



City of Dayton
2-E-924(006)-1
FY 2019 Rehabilitation Project
Multiple Locations

STATE OF WASHINGTON
 TRANSPORTATION IMPROVEMENT BOARD
 AND
 City of Dayton
 AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2019 Rehabilitation Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Dayton, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$132,500 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT



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

5.0 TERM OF AGREEMENT

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

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

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

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

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

9.2 DEFAULT



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

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

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

9.3 TERMINATION

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

9.4 TERMINATION FOR NECESSITY

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

10.0 USE OF TIB GRANT FUNDS

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

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

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



12.0 INDEPENDENT CAPACITY

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

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

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

14.0 DISPUTE RESOLUTION

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



15.0 ENTIRE AGREEMENT

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

16.0 RECORDS MAINTENANCE

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

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name