



DAYTON CITY COUNCIL

111 S. 1st Street, Dayton, WA 99328

PRELIMINARY AGENDA
REGULAR MEETING
Monday, May 24, 2017
7:00 p.m.
Craig George, Mayor

1. CALL TO ORDER

- A. Roll Call

2. CONSENT AGENDA - Action

- A. Table May 8, 2017 Council Minutes
- B. Voucher Warrants as audited by the Finance Committee
- C. Payroll Warrants - May 15, 2017
- D. Ratify Mayor's approval of the contract with Kyle's Demolition for abatement of nuisance at 119 E. Commercial Street not to exceed \$1,962.94
- E. Authorize Resolution No. 1308 - Interfund Transfers To Eliminate Inactive Funds To Meet Washington State Auditor Recommendations As Prescribed By Section 3.1.7.60, Fund Types Of The Budgeting, Accounting, Reporting Systems Manual
- F. Authorize Resolution No. 1310 - Interfund Transfers from Sewer Revenue Fund to the Sewer Cumulative Reserve Fund and W/S Debt Service Fund as presented in the 2017 Budget Amendment No. 2 authorized May 8, 2017

3. SPECIAL GUESTS AND PUBLIC COMMENT

4. COMMITTEE/BOARD/COMMISSION REPORTS

5. REPORTS OF CITY OFFICERS

6. UNFINISHED BUSINESS

7. NEW BUSINESS

- A. ACTION: Authorize Agreement with Blue Mountain Counseling for Flat Admission to the Dayton City Pool for the 2017 Season
- B. ACTION: Authorize Ordinance No. 1913 An Ordinance Of The City Of Dayton, Washington Amending Ordinance No. 1908, The 2017 Salary Schedule For The City Of Dayton, To Provide Changes To The Wage Schedules Of The Code Enforcement Officer And Administrative Assistant Positions
- C. ACTION: Authorize Resolution No. 1307 - Authorizing An Interfund Loan From The Cemetery Endowment Fund To The Capital Improvement Fund In An Amount Of \$107,479 (One Hundred Seven Thousand Four Hundred Seventy Nine Dollars) For Street And Road Capital Improvements Scheduled For Construction In 2017
- D. ACTION: Authorize Transportation Improvement Board Fuel Tax Grant Agreement for the 2017 Emergency Pavement Repair Project, Various Locations
- E. ACTION: Authorize Resolution No. 1309 - Authorizing Code Enforcement Officer And Administrative Assistant Positions As Employee Full-Time Non-Exempt Positions

8. FINAL PUBLIC COMMENT

9. ADJOURN

CONTRACT

This Contract is entered into between the City of Dayton, a Washington municipal corporation, and the Contractor named below pursuant to Ch. 7.48, Revised Code of Washington, and Ch. 6-9, Dayton Municipal Code.

1. **Contractor:** Kyles Custom Toys and Towing LLC dba Kyle's Demolition.
2. **Qualifications:** Contractor represents that it has appropriate experience and training to perform the work required under this Contract. Contractor shall file with the City pertinent business licenses, proof of bonding, and proof of general liability insurance before performing any work under this Contract.
3. **Term of Contract:** 30 days.
4. **Term of Completion:** The Contractor shall complete the work described herein within seven (7) Calendar Days of execution of this contract. The time set forth for completion of the work is an essential element of the job.
5. **Contractor Responsibilities:** Contractor will abate the nuisance at 119 E Commercial Street, in Dayton, Washington (Columbia County Tax Parcel No. 263928} as directed by City of Dayton Code Enforcement Officer Clint Atteberry. Work required under this Contract includes:

Removing fire debris, miscellaneous other debris, wood, trash, concrete foundation, and miscellaneous items from the property and disposal of debris and items.

Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment and supplies; perform all of the work specified by the City. All work shall be performed in a good and workmanlike manner.

6. **Payment for Services:** The City, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor \$1,962.94, that of which includes sales and use tax.
7. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between the City and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties, and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the City for any purpose. The City assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.
8. **Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the Contract.

9. Entirety of Agreement and Modification: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by written consent of each party hereto duly executed by the authorized representative of each party.

10. Governing Law and Venue: This Contract shall be governed by the laws of the State of Washington. Venue for any claims asserted under this Contract shall be in Columbia County, Washington.

Executed this ____ day of May, 2017.

City of Dayton, Washington

Contractor (name)

Craig George, Mayor

Its:

Attest:

Trina Cole, City Clerk

Kyle's Demolition

109 S Cottonwood St
 PO Box 285
 WA 99328

Estimate

Date	Estimate #
5/18/2017	1

Name / Address
CITY OF DAYTON 111 S 1ST ST DAYTON WA 99328

Project

Description	Qty	Rate	Total
TRACK HOE	3.5	175.00	612.50
DUMP TRUCK 1	3.5	100.00	350.00
DUMP TRUCK 2	3.5	100.00	350.00
DISPOSAL FEES (DEBRIS FROM THE HOUSE)	1	300.00	300.00
DISPOSAL FEES (FOUNDATION, PATIO, AND STEPS)		0.00	0.00
LOAD OF ROCK TO FILL BASEMENT	1	200.00	200.00
119 E COMMERCIAL ST, DAYTON DEMOLITION OF THE BURNT HOUSE, REMOVE ALL HOUSE DEBRIS, FOUNDATION, PATIO AND STEPS. CAP UTILITY LINES (WATER AND SEWER) CLEAN UP, LEVEL PROPERTY AND WILL BRING FILL IN FOR BASEMENT IF NEEDED (EMPLOYEES WILL BE PAID PREVAILING WAGE) CONTRACTOR # KYLES*84406			
8.30%		150.44	150.44
		Total	\$1,962.94

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Contractors License Standard Rate

bond with bond number 62757104

for Kyle's Custom Toys and Towing LLC DBA Kyle's Demolition
as Principal in the penalty amount not to exceed: \$ 12,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 22nd day of April, 2016.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

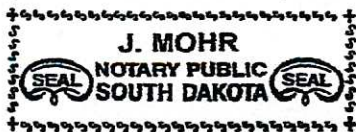
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 22nd day of April, 2016, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr
Notary Public

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.





Bond Renewal Invoice

Date	Invoice #
2/23/2017	76291

Bill To
Lloyd's Inc PO Box 1318 Walla Walla WA 99362

Principal
Kyle's Custom Toys & Towing LLC dba Kyle's Demolition

Bond No.	Finance	Expiration Date
62757104		4/25/2018

Description	Amount
WA Misc. Surety Bond \$12,000 General Contractor	130.00
Surety: Western Surety Company	
Commission on Premium	-19.50
Processing & Administrative Fee Fully Earned	50.00
<div style="border: 2px solid black; padding: 5px; transform: rotate(-5deg); display: inline-block;"> BILLED FEB 23 2017 <i>KS</i> </div>	
<p>This bond is continuous and has not been cancelled. No additional documentation is required for this renewal; this is the only documentation you will receive.</p>	
Total \$160.50	
Payments Applied \$0.00	
Pay This Amount \$160.50	

For information about our compensation, please visit:
<http://www.integritysurety.com/applications/ProducerCompensationIntegritySuretyLLC.pdf>
 or write to us at the address below.

Customer Balance	\$160.50
for all outstanding invoices	



Continuous Contractor's Surety Bond

This form is required by the Contractor's Registration Act RCW 18.27. This form must be typed.

UBI Number (optional)
Registration Number (optional)

Bond Number (required) 62757104

Kyle's Custom Toys and Towing LLC doing business as Kyle's Demolition
 as Principal, and WESTERN SURETY COMPANY, a
 corporation organized and existing under the laws of the State of SOUTH DAKOTA,
 and authorized to transact surety business in the State of Washington, as Surety, by this bond bind ourselves
 and our heirs, executors, administrators, successors, and assigns, jointly and severally, to pay the State of
 Washington \$12,000.00 dollars lawful money of the United States of America.

The Principal has applied for a Certificate of Registration, from the Contractor's Registration Section of the
 Washington State Department of Labor and Industries, to carry on the business of a contractor in the State of
 Washington. The Principal is required by chapter 18.27 of the Revised Code of Washington (RCW) to furnish
 a bond in the penal sum of \$12,000.00 dollars with good and sufficient surety. The bond must be
 conditioned as required by RCW 18.27.040.

If the Principal, in compliance with the provisions of chapter 18.27 RCW, pays all (1) wages and benefits to
 persons furnishing labor to the Principal, (2) amounts that ay be adjudged against the Principal by reason of
 breach of contract including negligent or improper work in the conduct of the contracting business, (3) persons
 who furnish labor and materials or rent or supply equipment to the Principal, and (4) taxes and contributions
 due to the State of Washington, the obligation of the Principal and the Surety shall be null and void. If the
 Principal does not pay the above claims, the bond shall remain in full force and effect. In no case shall the
 Surety be liable for any claim not included in RCW 18.27.040.

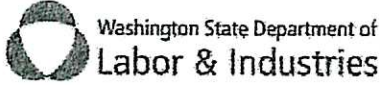
Any person that has a claim against the Principal, arising from the failure of the Principal to pay any of the four
 items referred to in paragraph 3, may bring suit upon this bond in the superior court of the county in which the
 work was done, or of any county in which the court has jurisdiction over the Principal. The suit must be
 brought within the time and the manner required by RCW 18.27.040.

The aggregate liability of the Surety under this bond for claims against this bond shall not exceed the penal
 sum of this bond. No extension by continuation certificate, reinstatement, reissue, or renewal of this bond shall
 increase the liability of the Surety. If the claims against the bond that are pending at any one time exceed the
 remainder of the aggregate liability minus the amounts previously paid by the Surety because of other claims
 against this bond, the claims shall be satisfied in accordance with the provisions of RCW 18.27.040.

This bond shall become effective on 04 / 25 / 2016 and shall be void if not filed with the Contractor's
 Registration Section by 05 / 25 / 2016 and shall remain in force continuously unless the Surety gives
 written notice to the Director of Labor and Industries of its intent to cancel the bond. A cancellation or
 revocation of the bond or withdrawal of the Surety from the bond suspends the registration issued to the
 registrant until a new bond or reinstatement notice has been filed and approved as provided in the statute.

IN WITNESS OF THIS CONTRACT, the Principal and surety have affixed their hands and seals this date: 04 / 22 / 2016	
Principal's Name Kyle's Custom Toys and Towing LLC DBA Kyle's Demolition	Surety's Name and Seal WESTERN SURETY COMPANY
BY:	BY:

Paul T. Bruflat, Vice President



KYLE'S DEMOLITION

Owner or tradesperson
Principals
ANDERSON, CRISTIN KYLE, PARTNER/MEMBER
ANDERSON, ANNDRIA SUSAN, PARTNER/MEMBER

109 S COTTONWOOD ST
DAYTON, WA 99328
509-382-4055
COLUMBIA County

Doing business as
KYLE'S DEMOLITION

WA UBI No.
602 302 797
Parent company
KYLE'S CUSTOM TOYS&TOWING LLC

Business type
Limited Liability Company
Governing persons
ANNDRIA
ANDERSON
C KYLE ANDERSON;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active.
Meets current requirements.

License specialties

GENERAL

License no.

KYLESD*84406

Effective — expiration

09/26/2016— 09/26/2018

Bond

Western Surety Co

\$12,000.00

Bond account no.

62757104

Received by L&I

09/26/2016

Effective date

04/25/2016

Expiration date

Until Canceled

Insurance

United Specialty Insurance Com

\$1,000,000.00

Policy no.

SI14813B25941-01

Received by L&I

05/10/2017

Effective date

05/10/2017

Expiration date

05/04/2018

United Specialty Insurance Com

\$1,000,000.00

Policy no.

SI14813B25941

Received by L&I

05/09/2017

Effective date

05/09/2017

Expiration date

05/04/2018

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

050,670-00

Call L&I account representative for account status.

Doing business as

KYLES CUSTOM TOYS & TOWING

Estimated workers reported

Incomplete premium report received.

L&I account representative

T4 / MELVINA RAMSDELL (360)902-4814 - Email: RAMM235@lni.wa.gov

Workplace safety and health

Check for any past safety and health violations found on jobsites this business was responsible for.

Help us improve

RESOLUTION NO. 1308

**A RESOLUTION OF THE CITY OF DAYTON, COLUMBIA COUNTY,
WASHINGTON AUTHORIZING INTERFUND TRANSFERS TO ELIMINATE
INACTIVE FUNDS TO MEET WASHINGTON STATE AUDITOR
RECOMMENDATIONS AS PRESCRIBED BY SECTION 3.1.7.60, FUND TYPES
OF THE BUDGETING, ACCOUNTING, REPORTING SYSTEMS MANUAL**

WHEREAS, as prescribed by Section 3.1.7.60, Fund Types and Accounting, Type of Funds, of the Washington State Auditor Budgeting, Accounting, Reporting System, Principles, Number of Funds, the City should establish and maintain those funds required by law and its sound financial administration; and

WHEREAS, using numerous funds results in inflexibility, undue complexity, and inefficient financial administration; and

WHEREAS, the City has undertaken a comprehensive evaluation of their fund structure to determine whether individual funds have become superfluous;

WHEREAS, the City has determined that several funds are superfluous and need to be eliminated from accounting and reporting; and

WHEREAS, the funds to be eliminated have balances and need to be transferred to the remaining funds that provide flexibility, and efficient administration of city services; and

WHEREAS, the on May 8, 2017, the City Council authorized Ordinance No. 1912 that recognized the interfund transfers necessary to transfer fund balances to proceed with closing inactive funds.

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

SECTION 1. The City Council authorizes interfund transfers as specified in Attachment "A" for the purposes of eliminating superfluous funds.

SECTION 2. This Resolution shall take effect and be in full force upon its approval.

ADOPTED by the City Council of the City of Dayton, Washington on this _____ day of _____, 2015.

City of Dayton

By: Craig George, Mayor

Attested By:

Trina Cole, City Clerk-Treasurer

Attachment "A"

Resolution No. 1308

Adopted 05/22/2017

From Fund:	To Fund:	
Cemetery Fund	Current Expense	\$17,878.26
Historic Pathway	Current Expense	\$ 209.58
Library	Current Expense	\$ 1,130.43
C.E. Cumulative Reserve	Capital Improvements	\$ 555.56
W/S Systems Loan Repayment	W/S Systems Debt Service	\$ 169.25
Equipment Replacement	Capital Improvements	\$36,279.11
Solidwaste Disposal	Current Expense	\$ 392.70

RESOLUTION NO. 1310

**A RESOLUTION OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON
AUTHORIZING INTERFUND TRANSFER FROM SEWER REVENUE FUND TO THE
SEWER CUMULATIVE RESERVE FUND AND THE W/S REVENUE BOND FUND, IN
SUPPORT OF THE 2017 BUDGET.**

WHEREAS, on February 9, 2015, the City Council formally approved the City of Dayton's Growth Management Plan and its 6-Year Capital Improvement Plan 2015 - 2020 and 20-Year Capital Improvements Plan 2021 - 2040; and

WHEREAS, as part of the City of Dayton 2017 Budget, the City Council authorized reserving funds in anticipation of meeting City of Dayton's Growth Management Comprehensive Plan and its Capital Improvement Plans;

WHEREAS, the State of Washington Department of Ecology serves as the compliance agency for all waste discharge systems within the State of Washington;

WHEREAS, on September 1, 2011, the Department of Ecology issued the City of Dayton its National Pollutant Discharge Elimination System Waste Discharge Permit, No. WA-002072-9, authorizing the City to discharge wastewater into the Touchet River in accordance with Special and General Conditions, effective October 1, 2011;

WHEREAS, the Special Conditions of the Permit provides a TMDL compliance schedule requiring that the Dayton Wastewater Treatment Plant meet Waste Load Allocations or no longer discharge to the Touchet River by the year 2021;

WHEREAS, the General Conditions requires continued maintenance and operation of the existing Wastewater Treatment Plant; and

WHEREAS, it is the desire of the City Council of the City of Dayton to remain in compliance with the National Pollutant Discharge Elimination System Waste Discharge Permit, No.WA-002072-9 by meeting Special and General Conditions of the Permit; and

WHEREAS, the 2017 Budget authorized by the Dayton City Council on December 5, 2016, amended March 16, 2017 and May 8, 2017, respectively, provides for continued financial support to remain in compliance with the City of Dayton's National Pollutant Discharge Elimination System Waste Discharge Permit, No.WA-002072-9 by meeting Special and General Conditions of the Permit; and

WHEREAS, the City of Dayton has outstanding debt service in relation to the City of Dayton's Sewer Systems; and

WHEREAS, the City is required by ordinance to make payment for outstanding debt service of the Water and Sewer Revenue Bonds and Public Works Trust Board loans; and

WHEREAS, it is the desire of the City Council of the City of Dayton to remain in compliance with the City of Dayton's Bond and Loan repayment requirements.

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

SECTION 1. The City Council authorizes the following interfund transfers:

From:	To:	Amount
Sewer Revenue Fund	W/S Debt Service Fund	\$115,835
Sewer Revenue Fund	Sewer Cumulative Reserve Fund	\$ 55,165
Total		\$171,000

SECTION 2. The interfund transfers as prescribed shall not be exceeded by and must be completed no later than December 31, 2017.

SECTION 3. This Resolution shall take effect and be in full force upon its approval.

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

City of Dayton

By: Craig George, Mayor

Attested By:

Trina Cole, City Clerk-Treasurer

Agreement for Flat Fee Admission to the Dayton City Pool

THIS AGREEMENT is made this _____ day of _____, 2017, by and between the City of Dayton, Washington, a municipal corporation of the State of Washington (“City”) and Blue Mountain Counseling (“BMC”).

WHEREAS, City owns and operates a municipal pool, Dayton City Pool, and

WHEREAS, BMC operates summer children and youth programs in the City of Dayton: and

WHEREAS, BMC desires to utilize the Dayton City Pool facility as part of their summer children and youth programs and pay City a flat rate for said use; and

WHEREAS, this Agreement is in the best interest of all parties: and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

WITNESSETH

1. **Purpose:** The purpose of this agreement is to set a flat rate for BMC’s summer children and youth programs usage of the Dayton City Pool.
2. **Term:** This Agreement is effective from June 19, 2017 through July 28, 2017, unless sooner terminated by either party as provided herein.
3. **Termination:** failure by any party to meet its obligations herein shall be cause for termination. Either party may terminate this agreement with a 15 days written notice to the other party. In the event this agreement is terminated, the fee shall be equitably prorated in consideration of the executed term of the agreement as well as any services and/or supplies extended in anticipation of the full execution of this Agreement.
4. **Flat Fee:** BMC shall pay to City the flat fee of \$820.00 to be paid in two installments: \$410.00 due on June 30, 2017 and \$410.00 due on July 31, 2017. This fee is based on \$410.00 for the Summer Recreation Program and \$410.00 for the Teen Scene Program. This fee covers all anticipated services and supplies provided under this agreement.
5. **Admission:** The flat fee being paid, an unlimited number of students/staff of the BMC Summer Recreation Program and Teen Scene Program may have access to the Dayton City Pool under the following terms and conditions:
 - a. Student/Staff may participate in daily swim activities from 2:00 p.m. to 4:00 p.m. every Monday, Wednesday, Thursday and Friday for the term of this agreement. On Tuesdays or weekdays when there is a swim meet, the summer youth program swim time shall be from 2:00 p.m. to 4:00 p.m.
 - b. Abide by Dayton City Pool rules, policies and procedures.

- c. BMC shall provide a minimum of three qualified and competent junior counselors to supervise the summer youth program participants.
6. **Indemnification:** BMC shall defend, indemnify, and hold harmless the city and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of the nature whatsoever, by reason of or arising out of any negligent act or omission of BMC, its officers, agents and employees, or any of them in the performance of this Agreement. The City reserves the right to participate in such suit if any principle of governmental or public law is involved.
7. **Insurance:** BMC shall, at its own cost and expense, secure and maintain effective January 1, 2017, a broad form, comprehensive coverage policy of public liability insurance issued by an insurance company which has a Best rating of "A" or better. This policy shall name the City as an additional insurance against loss or liability caused by or connected with BMC's operation of the summer children and youth programs in amounts not less than:
 - a. \$1,000,000 (One Million Dollars) for injury to or death of one person and subject to limitation for injury or death of one person, of not less than \$1,000,000 (One Million Dollars) for injury or death of two or more persons as a result of any one accident or incident; and
 - b. \$1,000,000 (One Million Dollars) for damage to or destruction of any property of others.

The City shall be named as additional insurance under the policy, and BMC shall deliver to the City a Certificate of Insurance reflecting this coverage prior to June 19, 2017.

8. **General Conditions:**
 - a. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and all parties acknowledge that there are no other agreements, written or oral which have not been fully set forth in the text of this Agreement.
 - b. **ASSIGNABILITY:** No party shall assign nor transfer any interest in this Agreement (by assignment or novation) without prior written consent of the other parties, which consent shall not be unreasonably withheld.
 - c. **AMENDMENTS:** The parties hereby further agree that this Agreement cannot be modified, or extended without the written concurrence of all parties, formally adopted and approved by the appropriate officials.

- d. **NOTICES:** Any notices required to be given by the parties shall be in writing and delivered to the parties at the following addresses:

<u>Blue Mountain Counseling</u>	<u>City of Dayton</u>
<u>221 E. Washington Avenue</u>	<u>111 S. 1st St.</u>
<u>Dayton, WA 99328</u>	<u>Dayton, WA 99328</u>

- e. **DISPUTES:** The laws of Washington State shall govern this Agreement. Venue for any action under this Agreement shall be in Columbia County, Washington. In the event of any dispute or litigation involving this Agreement, the substantially prevailing party shall be entitled to recover all costs of suit, including reasonable attorney's fees.
- f. **WAIVER:** The failure of any party to insist upon strict performance of any of the covenants or conditions of this Agreement in any one or more instances shall not be construed as a waiver of relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect.

DATED this _____ day of _____, 2017

Columbia County, Washington

By _____
Dimita Warren, Blue Mountain Counseling

City of Dayton, Washington

By _____
Craig George, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney's Office

ORDINANCE NO. 1913

AN ORDINANCE OF THE CITY OF DAYTON, WASHINGTON AMENDING ORDINANCE NO. 1908, THE 2017 SALARY SCHEDULE FOR THE CITY OF DAYTON, TO PROVIDE CHANGES TO THE WAGE SCHEDULES OF THE CODE ENFORCEMENT OFFICER AND ADMINISTRATIVE ASSISTANT POSITIONS.

WHEREAS, the City Council of the City of Dayton, Washington has by Ordinance No. 1908 adopted a Salary Schedule for 2017; and,

WHEREAS, the City Council authorized a contract to provide code enforcement services to Columbia County; and,

WHEREAS, this contract increased the number of hours worked by the Code Enforcement Officer from 32-hours to 40-hours per week; and,

WHEREAS, it has become necessary to increase the number of hours worked per week by the Administrative Assistant position from 32-hours to 40-hours; and,

WHEREAS, both of the positions were listed as salaried positions and they are in fact hourly waged positions.

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

Section 1. The Salary Schedule for Non-Contractual Employees is amended as follows:

2017 Salary and Wage Schedule 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)	\$ 4,850	\$ 6,450
Deputy City Clerk-Treasurer	\$ 3,800	\$ 5,250
Planning Director	\$ 4,100	\$ 5,750
	Hourly Wage Scale	
	Low	High
Code Enforcement Officer	\$ 18.02	\$ 22.64
Administrative Assistant	\$ 13.85	\$ 17.41
Seasonal/Part-time Positions	Minimum Wage	\$ 13.00

Section 2. 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 _____, 2016.

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. 1913

AN ORDINANCE OF THE CITY OF DAYTON, WASHINGTON
AMENDING ORDINANCE NO. 1908, THE 2017 SALARY SCHEDULE
FOR THE CITY OF DAYTON, TO PROVIDE CHANGES TO THE
WAGE SCHEDULES OF THE CODE ENFORCEMENT OFFICER AND
ADMINISTRATIVE ASSISTANT POSITIONS

Section 1. Salary Schedules for Non-Contractual Employees.
Section 2. Effective Dates.

The full text of Ordinance 1913 adopted the 22nd day of May, 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.

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

Published:
Dayton Chronicle 06/01/2017

A RESOLUTION OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING AN INTERFUND LOAN FROM THE CEMETERY ENDOWMENT FUND TO THE CAPITAL IMPROVEMENT FUND IN AN AMOUNT OF \$107,479 (ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED SEVENTY NINE DOLLARS)FOR STREET AND ROAD CAPITAL IMPROVEMENTS SCHEDULED FOR CONSTRUCTION IN 2017

WHEREAS, funds are needed by the Capital Improvement Fund for costs associated the street and road capital improvements scheduled for construction in 2017; and,

WHEREAS, the City expects that the interfund loan will be repaid by the Capital Improvements Fund.

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

Section 1. An interfund loan in the amount of \$107,479 is hereby authorized from the Cemetery Endowment Fund to the Capital Improvements Fund for the street and road capital improvements scheduled for construction in 2017.

Section 2. The term of the interfund loan shall be for a period of eight (8) years.

Section 4. Beginning in 2017, the Capital Improvements Fund shall make annual installments to the Cemetery Endowment Fund at an external interest rate of 2.85% annually. The principal shall be deposited into the Cemetery Endowment Fund and the interest shall be deposited into the Current Expense Fund - Cemetery by December 31 of each year as provided in Attachment "A". There shall be no penalty for early pay-off.

Passed by the City Council of the City of Dayton, Washington, on this _____day of May, 2017.

Craig George, Mayor

Attest:

Trina Cole, City Clerk-Treasurer

Attachment "A"

Resolution No. 1307
 Adopted 05/22/2017

By December 31 Annually	Beginning Balance	Interest	Principal	Ending Balance
2017	\$ 107,479.00	\$ 2,905.44	\$ 12,135.00	\$ 95,343.97
2018	\$ 95,343.97	\$ 2,555.05	\$ 12,485.39	\$ 82,858.54
2019	\$ 82,858.54	\$ 2,194.54	\$ 12,845.90	\$ 70,012.60
2020	\$ 70,012.60	\$ 1,823.61	\$ 13,216.83	\$ 56,795.72
2021	\$ 56,795.72	\$ 1,441.95	\$ 13,598.49	\$ 43,197.20
2022	\$ 43,197.20	\$ 1,049.29	\$ 13,991.15	\$ 29,206.02
2023	\$ 29,206.02	\$ 645.29	\$ 14,395.14	\$ 14,810.84
2024	\$ 14,810.84	\$ 229.64	\$ 14,810.80	\$ -

2017 SCPP Emergency Repair Program Approved Scope for DAYTON

Approved Repair List

Total Approved Repair Area (Sq Ft) 5,441 Sq Ft

Approved Pavement Repair Cost	<u>\$48,969</u>	Approved TIB Funds	<u>\$46,521</u>
Approved OTHER Cost	<u>\$0</u>	Required Local Funds	<u>\$2,448</u>
Total Approved Pavement Repair Cost	<u>\$48,969</u>		

Repair Site	Federal Route Number	STREET NAME	LIMITS Enter Cross Streets	Repair Length (Ft)	Repair Width (Ft)	Repair Area (Sq Ft)	Approved	Cost
4		3rd Street (201)	Tremont Street to Park Street	15 ft	14 ft	210 sq ft	y	\$1,890
5		3rd Street (202)	Tremont Street to Park Street	6 ft	9 ft	54 sq ft	y	\$486
6		3rd Street (203)	Park Street to Oak Street	30 ft	18 ft	540 sq ft	y	\$4,860
7		3rd Street (204)	Oak Street to Creamery Street	10 ft	17 ft	170 sq ft	y	\$1,530
8		3rd Street (205)	Creamery Street to School Bus Street	22 ft	7 ft	154 sq ft	y	\$1,386
11		3rd Street (208)	Creamery Street to School Bus Street	12 ft	10 ft	120 sq ft	y	\$1,080
12		3rd Street (209)	Creamery Street to School Bus Street	39 ft	15 ft	585 sq ft	y	\$5,265
13		3rd Street (210)	Creamery Street to School Bus Street	29 ft	4 ft	116 sq ft	y	\$1,044
14		3rd Street (211)	Creamery Street to School Bus Street	50 ft	17 ft	850 sq ft	y	\$7,650
16		3rd Street (213)	Tremont Street to Park Street	7 ft	6 ft	42 sq ft	y	\$378
17		3rd Street (214)	Tremont Street to Park Street	9 ft	5 ft	45 sq ft	y	\$405
18		3rd Street (215)	Main Street to Clay Street	23 ft	11 ft	253 sq ft	y	\$2,277
19		3rd Street (216)	Main Street to Clay Street	6 ft	4 ft	24 sq ft	y	\$216
20		3rd Street (217)	Main Street to Clay Street	15 ft	8 ft	120 sq ft	y	\$1,080
21		2nd Street (301)	Park Street to Oak Street	21 ft	8 ft	168 sq ft	y	\$1,512
23		4th Street (401)	Eckler Street to Mustard Street	31 ft	8 ft	248 sq ft	y	\$2,232
25		4th Street (403)	Eckler Street to Mustard Street	30 ft	17 ft	510 sq ft	y	\$4,590
26		4th Street (404)	Eckler Street to Mustard Street	61 ft	7 ft	427 sq ft	y	\$3,843
32		4th Street (410)	Guernsey Street to Day Street	12 ft	9 ft	108 sq ft	y	\$972
34		4th Street (412)	Day Street to City Limits	7 ft	7 ft	49 sq ft	y	\$441
36		Commercial Street (502)	Front Street to 1st Street	59 ft	6 ft	354 sq ft	y	\$3,186
38		Richmond Street (701)	Cottonwood Street to Willow Street	21 ft	14 ft	294 sq ft	y	\$2,646



CITY OF DAYTON
2-E-924(005)-1
2017 Emergency Pavement Repair Project
Various Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
CITY OF DAYTON
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2017 Emergency Pavement Repair Project, Various 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 \$46,521 for the project specified above, pursuant to terms contained in the RECIPIENT'S TIB-approved Grant Application on file, which is incorporated into this Agreement by this reference; supporting Project Documentation in 3.0; 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 previously incorporated by reference into this Agreement. Scope and Budget may be further developed and refined. Any 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) Contract Completion Updated Cost Estimate with final summary of quantities; and
- b) Project Accounting History

4.0 BILLING AND PAYMENT

At the closeout of the Project, but no later than August 31st, 2017, the Recipient must submit an invoice for all costs and expenditures actually incurred in the course of performing eligible work directly related to the Project, during the Project period. Any invoice received after August 31, 2017, will not be eligible for reimbursement, unless the local agency has received prior approval from TIB. TIB agrees to reimburse the Recipient for those Project-related costs and expenditures properly documented on the Recipient's invoice.



5.0 TERM OF AGREEMENT

The term of this Agreement shall commence on the latest date of signature of the Parties and terminate upon closeout of the grant or when terminated as provided herein, but in no event shall the term of this Agreement exceed six months unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement and written amendment executed by both 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, that 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, if any; and
- 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 roadway system pavement repair is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

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 requests for such increases 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

- a) The RECIPIENT shall indemnify and hold TIB, its agents, employees, and officers harmless from, and process and defend at its own expense, any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against TIB and arising out of, in connection with or incident to this AGREEMENT and/or the RECIPIENT's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against TIB, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the RECIPIENT, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the RECIPIENT to indemnify and hold harmless or defend the TIB, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the TIB, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the RECIPIENT or its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. This indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- b) The RECIPIENT specifically assumes potential liability for actions brought by RECIPIENT's employees and/or subcontractors; and, solely for the purposes of this indemnification and defense, the RECIPIENT specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.
- c) In the event either the RECIPIENT or TIB incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

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 to avoid additional incurred costs and delays to the project. 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) 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.
- e) In the event of litigation or other action brought to resolve a dispute or enforce this Agreement, each Party shall be responsible for its own attorneys' fees and costs.



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.

17.0 AUTHORIZED SIGNATURES

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

RESOLUTION NO. 1309

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, AUTHORIZING CODE ENFORCEMENT OFFICER AND
ADMINISTRATIVE ASSISTANT POSITIONS AS EMPLOYEE FULL-TIME NON-
EXEMPT POSITIONS**

WHEREAS, the City Council authorized a contract to provide code enforcement services to Columbia County on February 27, 2017; and,

WHEREAS, this contract increased the number of hours worked by the Code Enforcement Officer from 32-hours to 40-hours per week; and,

WHEREAS, it has become necessary to increase the number of hours worked per week by the Administrative Assistant position from 32-hours to 40-hours; and,

WHEREAS, an increase in hours constitutes the positions as regular full-time with a non-exempt status as prescribed in the Dayton Personnel Policies amended by Resolution No. 1278, dated March 14, 2016; and,

WHEREAS, any revisions that alter the hours of employment for an employee shall be authorized by the City Council.

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

Section 1. That the Code Enforcement Officer Position is designated as a regular, full-time position with non-exempt status.

Section 2. That the Administrative Assistant Position is designated as a regular, full-time position with non-exempt status.

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

Dated and Signed this _____ day of May, 2017.

CITY OF DAYTON

CRAIG GEORGE, MAYOR

ATTEST:

Trina Cole, City Clerk

APPROVED AS TO FORM:

Quinn N. Plant, City Attorney