



DAYTON CITY COUNCIL
REGULAR MEETING
111 S 1st Street

ZOOM MEETING - (Login Information is below) *Revised 1/10/2022*

January 12, 2022
6:00 p.m.

PRELIMINARY AGENDA

NOTE: Meetings are open to the public; however, in order to comply with the Governor's social distancing mandate, we are limiting attendance in person to City of Dayton Personnel and those scheduled on the agenda only .

A. Call to order

1. Roll call

B. Approval of agenda

1. ACTION: Consider authorizing 1/12/2022 City Council Agenda as presented

C. Public Comment

D. Ashley Strickland – Columbia County Emergency Management Director

E. Sheriff Joe Helm – Columbia County Sheriifs Department

F. Consent Agenda - Action

1. Approval of December 1st , 2021 Special City Council Meeting Minutes.
2. Approval of December 15th 2021 Regular Council Meeting Minutes.
3. Approval of December 29th 2021 Special Council Meeting Minutes
4. Approval of Claims Voucher Warrants as audited by the Finance Committee in the amount of =
5. Approval of Payroll Voucher Warrants for Dec , 2021 = \$83,733.10

G. Items for Council Consideration/Action

1. Consider appointing _____ to serve as Mayor Pro-Tem for 2022
2. Consider Authorizing Resolution # 1486 – Authorizing the Mayor to execute a Professional Services Agreement with AHBL , INC. for On-Call Planning and Land Use Services for 2022 .

H. Mayor Report/Comments

I. Standing Committee Reports/Comments

J. Department Reports

K. Unfinished Business

L. New Business

M. Final Public Comment

N. Adjournment

- *Next City Council meeting is scheduled for 2/9/2022*

City of Dayton is inviting you to a scheduled Zoom meeting.

Topic: Dayton Regular City Council Meeting

Time: January 12th @ 6:00 pm – VIA ZOOM

Join Zoom Meeting

<https://us02web.zoom.us/j/3561226503>

Meeting ID: 356 122 6503

One tap mobile

+12532158782,,3561226503# US (Tacoma)

DAYTON CITY COUNCIL MINUTES
Special Meeting
Wednesday December 1, 2021
ZOOM MEETING
Dayton, Washington 99328

CALL TO ORDER:

1. Call to order

Mayor Weatherford calls the meeting to order at approximately 6:00 p.m.

Roll Call: Present: Councilmembers: Dain Nysoe, Misty Yost, Christine Broughton, Mike Paris, Fred Crowe, Heather Hiebert

Excused: Byron Kaczmariski

Staff: Debra Hays, Interim City Clerk

2. Approval of agenda

1. ACTION: Consider authorizing 12/01/2021 Special City Council Agenda as presented:

Paris makes a motion to authorize 12/01/2021 Special City Council Agenda as presented; Yost seconds the motion. Agenda approved, unanimously.

3. Public Hearing for Final Public Review and Comment on 2022 City of Dayton Final Budget.

No Public Comment.

4. Consider authorizing Ordinance No. 2021-1986 – Adopting the Budget for the City of Dayton, WA for the fiscal year ending December 31, 2022.

Council discusses. Paris makes a motion to authorize Ordinance No. 2021-1986 the Budget for the City of Dayton, WA for the fiscal year ending December 31, 2022.

Broughton seconds the motion. Motion passes 5 to 1 with Nysoe opposing.

Consider authorizing Ordinance No. 202-1987 page 14 of the Budget for the City of Dayton, WA for the fiscal year ending December 31, 2022, approving the 2022 Salary Schedule. **Yost**

makes a motion to authorize Ordinance No. 2021-1987 page 14 of the Budget for the City of Dayton, WA for the fiscal year ending December 31, 2022, Salary Schedule

Paris seconds the motion. Motion passes 5 to 1 with Nysoe opposing.

5. Adjournment

With no further business to come before the Council, The Special meeting is adjourned at 6:57 pm Broughton make a motion to Adjourn the Special meeting of Nov. 23rd, 2021, Yost seconds the motion. Motion carries, unanimous.

Next regular City Council Special meeting is scheduled for 12/15/2021.

City of Dayton

By: Zac Weatherford

Attested:

Approved:

Date

Deb Hays, Interim City Clerk

DAYTON CITY COUNCIL MINUTES

Regular Meeting

Wednesday Dec. 15th, 2021

ZOOM MEETING

Dayton, Washington 99328

CALL TO ORDER:

A. Call to order

Mayor Weatherford calls the meeting to order at approximately 6:01 p.m.

Roll Call: Present: Councilmembers: Christine Broughton, Fred Crowe, Heather Hiebert

Misty Yost, Mike Paris

Excused: Byron Kaczmarek, Dain Nysoe.

Staff: Debra Hays, Interim City Clerk

B. Approval of agenda

1. ACTION: Consider authorizing 12/15/2021 City Council Agenda as presented:

Yost makes a motion to authorize 11/10/2021 City Council Agenda as presented; Crowe seconds the motion. Agenda approved, unanimously.

C. Public Comment

No Public Comment.

D. Ashley Strickland – Columbia County Emergency Management Director –*No report.*

E. Sheriff Joe Helm – Columbia County Sheriff's Office – *No report.*

F. Consent Agenda - Action

1. Approval of November 10th, 2021, Regular City Council Meeting Minutes.
2. Approval of November 23rd, 2021, Special Council Meeting Minutes.
3. Approval of Claims Voucher Warrants as audited by the Finance Committee in the amount of \$732,173.12. Voucher #53401, 53447, 53494 thru 53500, 53516 thru 53535, 53562 thru 53636

Approval of Payroll Voucher Warrants for November 2021 \$74,655.28 Voucher #53501 thru 53515, 53536 thru 53561

Broughton makes a motion to authorize Consent Agenda. Paris seconds the motion. Motion passes.

G. Items for Council Consideration/Action

1. Consider Authorizing Resolution 1484 - Authorizing the Mayor to execute a Interlocal agreement with Columbia County for Shoreline Planning /Master Plan Updates. *Dena Martin, Columbia County Planner, gives a presentation on the Shoreline Master Plan - Updates and Compliances as well as need to join the Southeast Washington Shoreline Management Coalition. Mayor and Council discuss. Yost makes a motion to approve Resolution 1484 Interlocal agreement with Columbia County for Shoreline Planning/Master Plan Updates. Paris seconds the motion. Motion is carried, unanimously.*
2. Consider Authorizing Resolution 1485 -Authorizing the Mayor to execute and approve a Collective Bargaining Agreement with AFSCME AFL-CIO, Council 2, Local 1191-CD- for 2022-2024. *Mayor Weatherford updates the Council in regard to the negotiation and the changes to the new Public Woks Collective Bargaining Agreement. Council questions and discusses changes.*

Broughton makes a motion Authorizing the Mayor to execute Resolution 1485 - The Collective Bargaining Agreement with AFSCME AFL-CIO, Council 2, Local 1191-CD- for 2022-2024, with the condition that the dollar amount of the HSA does not change. Paris seconds the motion. Motion is carried, unanimously

3. Consider Authorizing Ordinance 2021-1988 – Authorizing the Mayor to approve Ordinance 2021-1988 Amending a portion of the 2021 Budget of the City of Dayton. ***Mayor and Council question Staff. Council discusses. Yost makes a motion to table Ordinance 2021-1988 authorizing the mayor to approve amending a portion of the 2021 Budget of the City of Dayton. Paris seconds the motion. Motion is carried to table, unanimously.***

4. Consider Authorizing the Mayor to approve a Discretionary Holiday for all regular status City of Dayton employees as Wednesday December 22, 2021, as per section 6.6 of City of Dayton’s Personal Policy & Procedures Manual.

Paris makes a motion to approve Authorizing the Mayor to approve a Discretionary Holiday for all regular status City of Dayton employees as Wednesday December 22, 2021, as per section 6.6 of City of Dayton’s Personal Policy & Procedures Manual. Broughton seconds the motion. Motion is carried, unanimously

H. Mayor Reports/Comments

Mayor Weatherford introduces the new Director of Public Works Ryan Paulson. Mayor Weatherford warns Council about an e-mail card scam that he received. The mayor thanks Council Members Broughton and Pairs for the many years of service to the City Council. He also commends Council Members Crowe and Hiebert for stepping into their position as needed. Mayor Weatherford will welcome New City Council Members at the next City Council meeting on January 12th. He hopes to meet with each of them prior to the meeting. Mayor Weatherford reads letter from Council Member Hiebert in regard to her service. She states that she would be willing to serve again if there are any open position on council.

Standing Committee Reports/Comments

Public Safety -***No Report***

Public Works – ***No Report***

Finance – ***No Report***

Parks – ***Broughton reports that the committee met about redesign the park but has not made any decisions. Mayor Weatherford states that he has acquired maps that may be helpful to the committee. Broughton also reports that the committee met with Vicki Zoller about possible forming a parks and rec district to address the pool issues and financing.***

Planning and Community Development – ***No report.***

Human Resources – ***Yost reports the committee met regarding the open positions for Planning and City Clerk, to review the job descriptions. They met with Dena Martin from the County Planning office to recommend revisions to the Planning job. Yost address changes to the job descriptions.***

Broughton makes a motion to approve the changes/revisions to the Planning & Community Development Management position. Council discusses. Paris seconds the motion.

Motion is carried, unanimously.

Transportation – ***Crowe -no report***

Chamber – ***Yost – No report.***

I. Department Reports

County Commissioner –***Rundell -No Report.***

Sherriff –***Not available.***

Mayor Pro Temp – ***Nysoe - Not available.***

City Clerk interim – ***Debra Hays – Nothing to report***

Public Works Director – ***Ryan Paulson – Nothing to report.***

Planning and Community Development -***Dena Martin – Nothing to report.***

J. Unfinished Business – *No Unfinished Business*

K. New Business – **No New Business**

- L. Final Public Comment – **Vicki Zoller 720 E. Tremont, Dayton WA. Zoller updates Council on the meeting with the Parks and Rec. Committee she also updates the council in regard to the Friends of the pool committee meetings. She also addresses issues, financials, and memberships. Mayor and Council discusses issues with Zoller.**

Paris thanks the Mayor, the Council and the City of Dayton for allowing him to serve his community. He also praises the Mayor for his service.

Broughton also thanks the Mayor, the Council and the City of Dayton.

M. Adjournment

With no further business to come before the Council, the meeting is adjourned at 7:03 pm.

Paris makes a motion to Adjourn the City Council meeting of Dec. 15th, 2021, Broughton seconds the motion. Motion carries, unanimous.

Next regular City Council meeting is scheduled for 1/12/2021.

City of Dayton

By: Zac Weatherford

Attested:

Approved:

Date

Deb Hays, Interim City Clerk

DAYTON CITY COUNCIL MINUTES
Special Meeting
Wednesday December 29, 2021
ZOOM MEETING
Dayton, Washington 99328

CALL TO ORDER:

A. Call to order

Mayor Weatherford calls the meeting to order at approximately 10:00 a.m.

Roll Call: Present: Councilmembers: Christine Broughton, Mike Paris, Fred Crowe, Heather Hiebert

Excused: Byron Kaczmarek, Dain Nysae, Misty Yost

Staff: Debra Hays, Interim City Clerk

B. Approval of agenda

1. ACTION: Consider authorizing 12/29/2021 Special City Council Agenda as presented:

Crowe makes a motion to authorize 12/29/2021 Special City Council Agenda as presented; Broughton seconds the motion. Agenda approved, unanimously

C. Items for Council Consideration/Action.

Skipped – No items

- D. Consider authorizing Ordinance No. 2021-1988 – Authorizing the Mayor to Approve Ordinance 2021-19088 Amending a portion of the 2021 Budget for the City of Dayton, WA for the fiscal year ending December 31, 2022.

Mayor Weatherford gives explanation of the need for a special meeting to address the Budget amendment before Dec. 31, 2021. Randy Hinchliff explains the changes/reasons for the amendment to the Budget. Mike Paris makes a motion to approve Ordinance No. 2021-1988 Amending a portion of the 2021 Budget for the City of Dayton, WA for the fiscal year ending December 31, 2022. Broughton seconds the motion. Motion carries, unanimously.

E. Adjournment

With no further business to come before the Council, The Special meeting is adjourned at 10:06 am. Paris make a motion to Adjourn the Special meeting of Dec 29, 2021, Broughton seconds the motion. Motion carries, unanimous.

Next regular City Council meeting is scheduled for 1/12/2022.

City of Dayton

By: Zac Weatherford

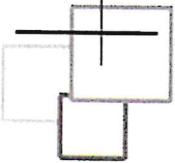
Attested:

Approved:

Date

Deb Hays, Interim City Clerk

Register



Fiscal: 2021

Deposit Period: 2021 - December

Check Period: 2021 - December - December 31 - January 20, 2022, 2021 - December - December 31, 2021 - December - December 15, 2021 - December - December 1

Check Number	Name	Print Date	Clearing Date	Amount
7270002352				
53637	Costello, Wyatt M	12/15/2021		\$999.28
53638	Fletcher, Lloyd	12/15/2021		\$1,733.49
53639	Hays, Debra M.	12/15/2021		\$2,300.00
53640	John, Rob	12/15/2021		\$1,728.89
53641	Lambert, Isaiah J	12/15/2021		\$1,599.96
53642	Moton, Donald G.	12/15/2021		\$1,567.17
53643	Souza, Marcio	12/15/2021		\$1,807.67
53644	Strickland, Eddie L	12/15/2021		\$1,989.86
53645	Sweetwood, David	12/15/2021		\$1,540.92
53646	Walker, Alan J	12/15/2021		\$1,425.18
53647	Westergreen, Connie	12/15/2021		\$1,696.09
53648	Council No. 2	12/15/2021		\$401.71
53649	Daniel H Brunner, Chapter 13 Trustee	12/15/2021		\$414.50
53650	Internal Revenue Service - U S Treasury	12/15/2021		\$6,768.22
53651	Washington State Support Registry	12/15/2021		\$94.00
53653	Broughton, Christine	12/29/2021		\$138.52
53654	Costello, Wyatt M	12/29/2021		\$675.54
53655	Crowe, Frederick J	12/29/2021		\$138.52
53656	Fletcher, Lloyd	12/29/2021		\$1,795.71
53657	Hays, Debra M.	12/29/2021		\$2,340.32
53658	Hiebert, Heather G	12/29/2021		\$138.52
53659	John, Rob	12/29/2021		\$1,737.24
53660	Kaczmariski, Byron	12/29/2021		\$138.52
53661	Lambert, Isaiah J	12/29/2021		\$1,734.08
53662	Moton, Donald G.	12/29/2021		\$1,614.98
53663	Nysoe, Dain	12/29/2021		\$138.52
53664	Paris, Michael	12/29/2021		\$138.52
53665	Paulson, Ryan A	12/29/2021		\$2,242.27
53666	Souza, Marcio	12/29/2021		\$2,435.87
53667	Strickland, Eddie L	12/29/2021		\$2,029.31
53668	Sweetwood, David	12/29/2021		\$1,608.36
53669	Walker, Alan J	12/29/2021		\$1,508.73
53670	Weatherford, Zachary M	12/29/2021		\$856.40
53671	Westergreen, Connie	12/29/2021		\$1,889.15
53672	Yost, Misty	12/29/2021		\$138.52

Number	Name	Print Date	Clearing Date	Amount
53673	AFLAC Remittance Processing	12/30/2021		\$225.85
53674	AWC EMPLOYEE BENEFIT TRUST - PAYROLL	12/30/2021		Void
53675	Daniel H Brunner, Chapter 13 Trustee	12/30/2021		\$414.50
53676	Dept of Labor & Industries	12/30/2021		\$3,611.43
53677	Dept of Retirement Systems	12/30/2021		\$8,922.00
53678	Employment Security - PFML	12/30/2021		\$417.34
53679	Internal Revenue Service - U S Treasury	12/30/2021		\$7,876.22
53680	WA State Employment Security	12/30/2021		\$793.01
53681	Washington State Support Registry	12/30/2021		\$94.00
53682	WSCCC	12/30/2021		\$1,157.75
53694	John, Rob	12/31/2021		\$11.53
53695	Lambert, Isaiah J	12/31/2021		\$5.68
53696	Paulson, Ryan A	12/31/2021		\$199.84
53697	Strickland, Eddie L	12/31/2021		\$210.36
53698	Sweetwood, David	12/31/2021		\$210.36
53699	Westergreen, Connie	12/31/2021		\$11.53
53700	AWC EMPLOYEE BENEFIT TRUST - PAYROLL	12/31/2021		\$10,067.16
		Total	Check	\$83,733.10
		Total	7270002352	\$83,733.10
		Grand Total		\$83,733.10

Insurance
correction

RESOLUTION NO. 1486

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT FOR ON CALL LAND USE PLANNING SERVICES WITH AHBL, INC.

WHEREAS, the City Council of the City of Dayton has been duly elected and is authorized to enter into contracts pursuant to RCW 35A.12.190; and

WHEREAS, the City of Dayton has negotiated a Professional Services Agreement with AHBL, INC to provide On-Call Planning for Land Use Services, to the City of Dayton for a period of one year (12) months, unless terminated earlier, in the Form attached here to as Exhibit "A". The Initial Professional Services Agreement Authorization will be NO MORE than \$80,000.00 with an expiration date of December 31, 2022:

WHEREAS, the City Council finds and determines that entering into said Professional Services Agreement with the AHBL, INC is in the best interest of the residents of the City of Dayton and will promote the general helath, saftety and welfare;

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

Section 1. Agreement .The Mayor of the City of Dayton, Washington, is hereby authorized to execute a Professional Services Agreement with AHBL, INC , attached here to.

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

Section 3. Effective Date That this Resolution shall take effect and be in full force upon passage and signatures here on .

Dated and signed this _____ day of January , 2022

City of Dayton

Mayor Zac Weatherford

Attest/Authenticate:

Debra M Hays , Interim City Clerk

Approved as to form :

Quinn Plant, City Attorney



January 4, 2022

REVISED

Mr. Zac Weatherford, Mayor
City of Dayton
111 South 1st Street
Dayton, WA 99328

Project: City of Dayton On-Call Planning 2022, AHBL No. 2210907.30
Subject: Revised Proposal for Land Use Planning Services

Dear Mayor Weatherford:

Thank you for the opportunity to submit this revised proposal for on-call land use planning services. This scope of work is for assistance to City of Dayton to assist with State Environmental Policy Act (SEPA) processing, permitting, and land use/development projects, as needed to supplement your staffing.

We understand that you and the City Clerk (or Deputy City Clerk) will be the primary points of contact at the City for this work.

Under this contract, our role will be to perform as the City's planning staff and our work may include the following:

- Provide permit review assistance, as needed.
- Provide long-range planning support, as needed.
- Specific duties may include:
 - Provide training and guidance to staff.
 - Perform quality review and feedback on work items prepared by staff.
 - Attend pre-application meetings.
 - Conduct site visits.
 - Review site plans (for building permits) for zoning compliance.
 - Review applications for code compliance.
 - Review SEPA documentation for purposes of recommending additional studies, SEPA determination, and/or mitigation measures, and serve as the acting SEPA Responsible Official.
 - Process applications such as Conditional Use Permits, Short Plats (administrative review and approval), and Preliminary and Final Plats.
 - Process text amendments to the development code.
 - Communicate and coordinate with applicants, their consultants, and other City staff.
 - Review or prepare staff reports and recommendations.
 - Present reports to the Planning Commission, Hearing Examiner, and City Council.
 - Provide additional planning services, long range planning, and code revision assistance, as needed.

Under this contract, you will have the option to authorize separate task orders for large projects. Task orders made by the City shall be issued in writing by a Task Assignment Document (provided in Exhibit C). In response to a Task Assignment Document, AHBL (Consultant) shall prepare a scope of work, professional service budget, project schedule, and identify key staff

Civil Engineers

Structural Engineers

Landscape Architects

Community Planners

Land Surveyors

Neighbors

TRI-CITIES

5804 Road 90
Suite H
Pasco, WA 99301
509.380.5883 TEL

www.ahbl.com



assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule, which shall be included in the scope of work. The Community Development Director will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Assignment Document is signed by the Consultant and the City, and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hours) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

Once a Task Assignment Document is issued by the City, whether formal or informal, the Consultant's designated project manager will meet with City personnel, as needed, to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including subconsultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team, the Consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and Principal-in-Charge.
- Identify appropriate subconsultants and similarly obtain Principal-in-Charge concurrence.

To avoid conflicts of interest and the appearance of conflicts of interest, any application, submittal, or petition from Consultant (including private applications of Consultant's owners and employees) will not be reviewed or processed under this contract.

Wayne Carlson will serve as Principal-in-Charge and quality review lead for Consultant to provide oversight of our planners and will coordinate with City staff to ensure we are meeting the City's needs. Nicole Stickney will provide project management and staffing, as needed, with support from additional staff members from our Tri-Cities office and planners from our Western Washington offices, as needed. Wayne Carlson will provide quality assurance/quality control, as authorized.

Wayne Carlson and Nicole Stickney will contact the City periodically throughout the term of the contract to discuss staffing needs and adjust staffing levels accordingly. As Principal-in-Charge, Wayne will be involved to ensure that Consultant brings the appropriate additional resources to the projects, as needed. Consultant is accustomed to tracking our time by each project and will format our invoices to reference project elements, if needed.

All planning services, including SEPA review, contract management, quality control, and review by senior staff, and any related assistance or other planning services will be based on the attached rate sheet (Exhibit B). Consultant will seek your authorization for the use of any staff member not included within this scope of work.

The initial authorization on this contract will be \$80,000, with an expiration date of December 31, 2022.

Mr. Zac Weatherford, Mayor
January 4, 2022
2210907.30
Page 3 of 3



If you find this proposal acceptable, please sign and return a copy of the enclosed contract (Exhibit A) to our office. We will return a copy of this contract to you after we have signed it. Our receipt of the signed contract will be our notification to proceed.

If you have any questions, please call me at (509) 380-5883.

Sincerely,

A handwritten signature in black ink that reads "Nicole Stickney".

Nicole Stickney, AICP
Project Manager / Senior Land Use Planner

NS/lsk

Enclosures

c: Accounting

Q:\2021\2210907\Proposals_Contracts\Finals\20220104 Pro (REV) 2210907.30.docx

EXHIBIT A

AHBL, INC. PROFESSIONAL SERVICES AGREEMENT



This Professional Services Agreement "this Agreement" is made this 4th day of January, 2022, between City of Dayton, the "Client," and AHBL, Inc. of Tacoma, Washington, the "Consultant," for City of Dayton On-Call Planning 2022, the "Project," AHBL File No. 2210907.30.

The Client and Consultant agree as follows:

1. **SERVICES.** The Consultant will perform for the Client the services outlined in the Consultant's proposal letter dated January 4, 2022, which is incorporated into this Agreement. Said services will commence upon receipt of a signed copy of this Agreement.

This Agreement is between the parties hereto only and is not intended to benefit any third party nor to create any rights in any person or entity other than the parties hereto.

2. **COMPENSATION FOR SERVICES.** The Client shall pay to the Consultant, as compensation for the services, the amounts as identified in the proposal letter referred to in Paragraph 1. For projects that include time and expenses charges, a schedule of charges can be provided upon request.
3. **REIMBURSABLE EXPENSES.**

3.1 Reimbursable Expenses, surcharged by fifteen percent (15%), are in addition to compensation for Services and include expenses incurred by the Consultant and Consultant's employees and subconsultants in the interest of the Project, as identified in the following clauses.

- 3.1.1 Expense of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, and fees paid for securing approvals of authorities having jurisdiction over the Project.
- 3.1.2 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.
- 3.1.3 Expense of renderings, models, and mock-ups requested by the Client.
- 3.1.4 Reprographics, copy expenses, and other expenses connected with the project.

4. **BILLING AND PAYMENT.**

4.1 **Initial Payment.** The Client shall make an initial payment of zero and no hundredths dollars (\$0.00) upon execution of this Agreement. This payment shall be applied against the final invoice. Invoices shall be submitted by the Consultant monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days after the invoice date, regardless of whether the Client has secured project financing or the Client has received payment from its client, as the case may be.

4.2 **Interest.** If payment is not received by the Consultant within sixty (60) calendar days of the date of the invoice, the Client shall pay an additional charge of one and one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The right to charge and collect interest is in addition to, and not substitution for, the right to suspend or terminate in the event of the Client's failure to make timely payments.

4.3 **Suspension or Termination of Service.** If the Client fails to pay amounts within sixty (60) calendar days of the date of the invoice, this shall constitute a material breach of this Agreement, and the Consultant may, at any time, and without waiving any other rights against the Client and without thereby incurring any liability whatsoever to the Client, suspend services under this Agreement or terminate this Agreement. The Client agrees to release the Consultant from any consequences of such suspension or termination of services due to the Client's non-payment of the Consultant's fees.

4.4 **Set-offs, Backcharges, Discounts.** Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client. Payment is due regardless of suspension or termination of this Agreement by either party. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within thirty (30) calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than sixty (60) calendar days after date of invoice.

5. **TERMINATION.** This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Upon termination, Consultant shall be compensated for all services performed to the date of receipt of notice of termination, plus reimbursable expenses then due, plus reasonable additional expenses that may be incurred in the closing of the project records and project activities.

6. **OWNERSHIP OF DOCUMENTS.** Plans, reports, and specifications are instruments of service and shall remain the property of Consultant, whether the project for which they are made is executed or not. The Consultant shall retain all ownership rights, including the copyright. Submission to public agencies and Project contractor(s) shall not be deemed publication in derogation of the Consultant's retained rights. The Client shall be permitted to retain copies, including reproducible copies, of plans, reports, and specifications for information and reference in connection with Client's use and occupancy. The plans, reports, and specifications shall not be used by the Client on other projects, for additions to this Project, or for completion of this Project by others except by agreement in writing with appropriate compensation to, and protection from liability for, Consultant, provided Consultant is not in material breach of this Agreement.

6.1 **Electronic Media.** The Client may retain copies of drawings, reports, and/or specifications in electronic form. Any use or reuse of, or changes to, the electronic media will be at the Client's sole risk. The Client will defend, indemnify, and hold harmless the Consultant from any and all claims resulting from use or reuse of, or changes to, the electronic media by the Owner or the Owner's transferee.

7. OPINIONS OF PROBABLE COST. Because Consultant does not have control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable cost, when provided, are made on the basis of the Consultant's experience and qualification, and represent the Consultant's best judgment as a design professional generally familiar with the construction industry. However, Consultant cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared for the Client. If the Client wishes greater assurance as to the construction cost, the client shall employ an independent cost estimator.
8. RISK ALLOCATION. In the execution of its services, the Consultant will exercise its best professional judgment. No other warranties, expressed or implied, are given.

Client recognizes the inherent risk of claims associated with the service to be provided by Consultant. In partial consideration of Consultant's commitment to perform the services under this Agreement, Client and Consultant agree:

- 8.1 To limit the aggregate amount of damages the Client may recover against the Consultant (along with its officers, directors, and employees) arising under or related to this Agreement to \$50,000 or the amount of compensation paid to the Consultant pursuant to this Agreement, whichever is greater. The types of claims to which this limitation applies include, without limitation, claims based on negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed warranty, breach of implied warranty and strict liability.
- 8.2 The Consultant shall indemnify the Client (along with its officers, directors, and employees) against damages, losses, and liability, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the Consultant or its consultants in the performance of professional services under this Agreement.
- 8.3 The Client shall indemnify the Consultant (along with its officers, directors, and employees) against damages, losses, and liability, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the Client or its consultants under this Agreement.
- 8.4 Consequential Damages. The Client and the Consultant waive consequential damages for claims, disputes and other matters in question arising out of or related to this Agreement or the breach or alleged breach of this Agreement.

9. DISPUTES.

- 9.1 Mediation. Any dispute between the Client and the Consultant arising out of or relating to this Agreement shall be submitted to non-binding mediation. The Client agrees to participate in the mediation process in good faith upon receiving written notice, within the time limitation set forth below, from the Consultant of the Consultant's election to subject a dispute to mediation ("Notice of Election to Mediate"). Prior to commencing litigation against the Consultant, the Client shall, within the time limitation set forth below, provide the Consultant with written notice of the Client's claim(s) setting forth the nature of the dispute and the Client's claim(s), the amount in controversy, a brief summary of the factual circumstances surrounding such dispute and claim(s), and a statement of the Client's intention to commence litigation ("Notice of Intent to Litigate"). If within fourteen (14) days following the Consultant's receipt of Notice of Intent to Litigate the Consultant has not given the Client Notice of Election to Mediate, the Client may commence litigation. The Consultant may specifically enforce this mediation provision, whether through a motion to compel mediation or otherwise. Unless the Client and the Consultant subsequently agree otherwise in writing, the mediation will be conducted under the auspices of the American Arbitration Association acting under its Construction Industry Mediation Rules. Each party shall pay one-half of the mediator's charges and one-half of the mediation service's charges. The parties shall participate in the mediation process in good faith.
- 9.2 Litigation. If the Consultant elects not to mediate a dispute or if mediation is conducted but does not fully resolve all disputes and/or claims, either the Client or the Consultant may commence litigation. In that case, both parties agree that venue of any litigation shall be in Pierce County, Washington. If litigation is not commenced within ninety (90) days of the termination of the mediation proceedings between the parties or after Consultant's written election not to submit the dispute to mediation, the claims that were the subject of the mediation proceedings shall be forever barred.
- 9.3 Time Limitation. Any litigation arising out of or related to this Agreement, or the breach or alleged breach of this Agreement, must be commenced within one year of the date on which the Consultant last performs services pursuant to this Agreement. Claims by one party against the other, whether the basis of any such claim is known or unknown, shall be forever barred if not commenced within that one-year time period. This limitation period shall be tolled upon the Consultant's service of a Notice of Election to Mediate or the Client's service of a Notice of Intention to Litigate, and shall recommence running upon the termination of mediation proceedings or, in the event the Consultant does not elect to mediate, fourteen (14) days following service of the Notice of Intent to Litigate.

10. SPECIAL PROVISIONS.

- 10.1 Hidden Conditions. Inasmuch as the review of an existing building and/or site requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building and/or site, the Client agrees not to make any claims against the Consultant if it develops that the conditions that were encountered were not anticipated by Consultant.
- 10.2 Subconsultants. It is recognized and understood that some of the professional services required by this Agreement may be of a specialized nature that cannot be provided by Consultant in-house. Such specialized services include, but are not limited to, materials testing, mechanical, electrical, architectural, acoustical, and geotechnical Engineering, laboratory planning and design, professional cost estimating, LCC/energy analysis, acoustical Engineering, telecommunications Engineering, and other services identified elsewhere in this Agreement. Consultant shall, upon request received from the Client, procure such services from subconsultants subject to Client approval, and shall enter into agreements with the subconsultants. A copy of the agreements with the subconsultants shall be provided to the Client upon receipt of a written request. As the Client's agent, Consultant shall coordinate the activities of the subconsultants in the providing of their services under this Agreement.
- 10.3 Waiver of Claims. If the client declines to retain the Consultant to perform construction phase services, then the Client waives any claim that might otherwise be made against the Consultant (or its officers, directors, or employees) arising out of or related to use of drawings, reports and/or specifications prepared by the Consultant, except to the extent that the Client establishes that the claim against the Consultant would have existed even if the Consultant had performed construction phase services.

11. MISCELLANEOUS PROVISIONS.

- 11.1 Information Provided by Client. The Consultant shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to the Consultant such information, and the Consultant is entitled to rely upon the accuracy and completeness thereof.
- 11.2 Environmental Hazards Waiver and Indemnity. The Consultant and the Consultant's subconsultant(s) shall have no responsibility for the discovery, presence, handling, removal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. It is further understood and agreed that Consultant will not contract to perform any services in connection with the detection, removal, abatement, disposal or eradication of any hazardous or potentially hazardous substances or materials located in, on, under, over, about or in any other way connected with the project or project site and that the incorporation into the contract of any specifications pertaining to such matter will be done only in accordance with the direction of the Client and their subconsultants without any responsibility or liability whatsoever of Consultant or their insurers in regard thereto.
- 11.3 Taxes. In the event that federal, state, and/or local legislative action imposes new or additional tax measures that will affect Consultant's cost of doing business, Client and Consultant agree that all professional fees negotiated in compensation for this project shall be adjusted to reflect such increases in taxation. Adjustments shall include, but not be limited to, compensation for potential new and/or the retroactive application of state sales tax on professional services, and increases in state and local business and occupation taxes.
- 11.4 Assignment. Neither the Client nor the Consultant shall assign or transfer this Agreement, or any interest in this Agreement or any cause of action arising under or related to it, without the written consent of the other, which consent may be withheld at the discretion of either party.
- 11.5 Construction Observation. The Consultant shall, if within the scope of services of this Agreement, visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Client and Consultant in writing to become generally familiar with the progress and quality of the construction. However, the Consultant shall not be required to make exhaustive or continuous onsite observations or any inspections to check the quality or quantity of the construction. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Contractor's Work (Work). The Consultant shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 11.6 Submittal Review. The Consultant shall review and take other appropriate action upon contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plans and specifications. The Consultant's actions shall be taken with reasonable promptness. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. The Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. The Consultant's review of a specific item shall not indicate review or approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the plans and specifications, the Consultant shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the plans and specifications.
- 11.7 Property Insurance. The Client will assure that the Consultant is named as an additional insured on the builder's risk insurance policy and any other property policy carried by the Project owner and/or the Project prime construction contractor during the construction. The Client will furnish the Consultant with a certified copy of the policy or policies showing the Consultant's status as additional insured upon receipt of a request from the Consultant.
- 11.8 Governing Law. This Agreement shall be governed by the internal laws of the State of Washington.
- 11.9 Merger. This Agreement states the entire agreement between the Client and the Consultant with respect to its subject matter and supersedes all prior and contemporaneous negotiations, commitments, understandings, and agreements with respect to its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both the Client and the Consultant.
- 11.10 Signing Authority. Each individual signing this Agreement on behalf of a named party warrants that he or she has the authority to sign on behalf of his or her principal and to bind his or her principal to this Agreement and its terms.

Client

CITY OF DAYTON

By: _____
Signature

Printed Name / Title

Date: _____

AHBL, INC.

Civil & Structural Engineers - Landscape Architects -
Community Planners - Land Surveyors
2215 North 30th Street, Suite 300
Tacoma, WA 98403
(253) 383-2422

By:  _____
Principal in Charge - Wayne E. Carlson, FAICP, LEED AP

Date: _____

(AHBL File No. 2210907.30)

EXHIBIT B



SCHEDULE OF CHARGES & COMPENSATION

Principal.....	225.00/Hour	Director of Landscape Architecture	160.00/Hour
Associate Principal.....	200.00/Hour	Senior Landscape Architect	145.00/Hour
Senior Project Manager	185.00/Hour	Landscape Architect 2.....	130.00/Hour
Project Manager.....	170.00/Hour	Landscape Architect 1.....	120.00/Hour
Senior Planning Project Manager.....	160.00/Hour	Senior Landscape Designer.....	120.00/Hour
Planning Project Manager	150.00/Hour	Landscape Designer 3	110.00/Hour
Survey Project Manager	160.00/Hour	Landscape Designer 2	100.00/Hour
Assistant Project Manager.....	125.00/Hour	Landscape Designer 1	90.00/Hour
Senior Engineer	160.00/Hour	Senior Landscape Technician.....	130.00/Hour
Project Engineer 4.....	140.00/Hour	Landscape Technician 3	105.00/Hour
Project Engineer 3.....	130.00/Hour	Landscape Technician 2	90.00/Hour
Project Engineer 2.....	120.00/Hour	Landscape Technician 1	80.00/Hour
Project Engineer 1.....	105.00/Hour	Senior Survey Technician	130.00/Hour
Senior Engineer Technician.....	130.00/Hour	Survey Technician 3.....	120.00/Hour
Engineer Technician 3	120.00/Hour	Survey Technician 2.....	105.00/Hour
Engineer Technician 2	105.00/Hour	Survey Technician 1	90.00/Hour
Engineer Technician 1	90.00/Hour	Survey Crew	200.00/Hour
Project Administrator.....	100.00/Hour	1-Person Survey Crew	130.00/Hour
Project Expeditor.....	80.00/Hour	Graphic Designer.....	110.00/Hour
Planner 5	145.00/Hour	Technical Editor	105.00/Hour
Planner 4	130.00/Hour	Word Processor/Sr. Administrative Asst.....	85.00/Hour
Planner 3	115.00/Hour	Administrative Assistant	75.00/Hour
Planner 2	100.00/Hour	Outside Consultants	Separate Fee Proposal
Planner 1	75.00/Hour	Geotechnical Engineers	Separate Fee Proposal
Planning Technician.....	50.00/Hour	Environmental Consultants	Separate Fee Proposal

Large Format Bond.....	0.50/sf
Large Format High Density Color Bond	2.00/sf
Large Format Mylar	2.00/sf
Small Format Color Bond 11 X 17.....	0.50/Sheet
Small Format Color Bond 8.5 X 11.....	0.40/Sheet

The Schedule of Charges and Compensation is subject to change.

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.

EXHIBIT C

Formal Task Assignment Document

AHBL Job No. 2210907.30

Task Number _____

The general provisions and clauses of the Consultant On-Call Services Contract dated _____ shall be in full force and effect for this Task Assignment.

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Mayor or City Clerk Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____