



DAYTON CITY COUNCIL

111 S. 1st Street, Dayton, WA 99328

PRELIMINARY AGENDA
REGULAR MEETING
Monday, **February 27, 2017**
7:00 p.m.
Craig George, Mayor

1. **CALL TO ORDER**
 - A. Roll Call
2. **CONSENT AGENDA - Action**
 - A. Approve Resolution No. 1301 - Interfund Transfers approved by the 2017 Budget
 - B. Approve January 23, 2017 Council Minutes
 - C. Voucher Warrants as audited by the Finance Committee = \$169,002.22
 - D. Payroll Warrants - January 31, 2017; February 15, 2017 = \$87,973.32
3. **SPECIAL GUESTS AND PUBLIC COMMENT**
4. **COMMITTEE/BOARD/COMMISSION REPORTS**
5. **REPORTS OF CITY OFFICERS**
 - A. S. 1st Street Reconstruction Project Tentative Timeline
 - B. W. Main Street Sidewalk (Safety Enhancement) Project Tentative Timeline
 - C. Washington State Department of Health Pre-Construction Grant Application for Syndicate Hill and North Hill Pressure Zone System Improvements - Design Phase
 - D. Touchet River Levee Improvements Project Update
6. **UNFINISHED BUSINESS**
7. **NEW BUSINESS**
 - A. Action: Authorize Amendment No. 1 to the Agreement for Professional Services with Anderson Perry & Associates to include services associated with the S. 1st Street Construction Project and the School Fire Flow Water Line Project
 - B. Action: Authorize an Interlocal Agreement with Columbia County for providing code compliance services for Columbia County
 - C. Action: Affirming Mayor's Re-Appointment of Gregory Abramson, Dayton Planning Commission for the term of 2017-2021
 - D. Action: Affirming Mayor's Re-Appointment of Ginny Butler to the Dayton Historic Preservation Commission for the term of 2017-2020
 - E. Action: Re-Appoint Karen Scharer as the City representative to the Dayton Development Task Force and appoint Craig George and Trina Cole as alternates in Karen's absence for a two-year term
 - F. Action: Authorize the AWC Workers Compensation Retrospective Rating Program Participation Agreement
8. **FINAL PUBLIC COMMENT**
9. **ADJOURN**

RESOLUTION NO. 1301

A RESOLUTION OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON AUTHORIZING INTERFUND TRANSFERS FROM THE WATER REVENUE FUND, CITY STREET & ROAD FUND AND THE SEWER REVENUE FUND TO THE CAPITAL IMPROVEMENTS FUND, WATER CUMULATIVE RESERVE FUND, SEWER CUMULATIVE RESERVE FUND AND THE W/S REVENUE BOND FUND, IN SUPPORT OF THE 2017 BUDGET.

WHEREAS, the City Council recognizes the need to provide an equipment replacement and repair program for the City of Dayton; and

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 City of Dayton is required to remain in compliance with the provisions of "The State of Washington Water Pollution Control Law", Chapter 90.48 of the Revised Code of Washington and the "The Federal Water Pollution Control Act" , Title 33 United States Code, Section 1342 et seq;

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, provided 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 Water and Sewer Systems; and

WHEREAS, as part of the City of Dayton's United States Department of Agriculture Water Revenue Bonds, Phase I and Phase II, the City is required by ordinance to establish an on-going capital improvement program for City's water system; and

WHEREAS, it is the desire of the City Council of the City of Dayton to remain in compliance with the United States Department of Agriculture's Water Revenue Bond covenants for the outstanding 2004 Phase I and Phase II Water System Revenue Bonds; 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; and

WHEREAS, the 2017 Budget, authorized by the Dayton City Council on December 5, 2016, provided for continued financial support to remain in compliance with the City of Dayton's United States Department of Agriculture's Water Revenue Bond covenants and the Washington State Public Works Board.

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 meeting City of Dayton's Growth Management Comprehensive Plan and its 6-Year Capital Improvement Plan 2015 - 2020 and 20-year Capital Improvement Plan 2021 - 2040, and any subsequent 6-Year or 20-Year Capital Improvement Plans; meeting the requirements established by the City of Dayton's National Pollutant Discharge Elimination System Waste Discharge Permit, No.WA-002 072-9; to

remain in compliance with the United States Department of Agriculture's Water Revenue Bond covenants for the outstanding 2004 Phase I and Phase II Water System Revenue Bonds; to remain in compliance with the City of Dayton's Bond and Loan repayment requirements; and, the 2017 Budget as formally authorized by the City Council of the City of Dayton on December 5, 2016.

SECTION 2. The interfund transfers as prescribed in Attachment "A" 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

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

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

Roll Call: Present - Zac Weatherford, Byron Kaczmariski
Michael Paris, Delphine Bailey, Christine
Broughton, Kathy Berg, Dain Nysoe

2. CONSENT AGENDA:

ACTION: Nysoe makes a motion; Broughton seconds the motion, and the motion carries unanimously approving the Consent Agenda as presented: A. (i) Approve December 19, 2016 City Council Meeting Minutes; B.(ii) Approve the following vouchers warrants for payment. C. Approve the following Payroll Warrants for payment.

Funds

Claims Clearing	43603-43672	
Vouchers	;43716-43781	\$440,355.36
	45669; 43671	
	43655-43670;	
	43673-43715 ;	
Payroll Vouchers	43782-43784;43602	\$111,993.18
	;9942689	
	;9943446 ;9943602	

3. SPECIAL GUESTS/PUBLIC COMMENT

Mayor George stated introduces City of Dayton's newest employee, Connie Westergreen. Mayor George explains that Connie has been hired to provide office assistance. Welcome Connie. Bailey asked what Connie's hours will be. Mayor explains when training is complete her hours will be Tuesday - Friday.

Carol Rahn S 5th Street - Friends of the Dayton Dog Park - Presentation of the Dog Park Proposal. Ms. Rahn: thanks the City for their involvement in getting Dog Park started; with council's approval to move forward, the Friends of the Dog Park will file the next application for the shorelines permit; mentions that the Friends of the Dog Park have a bank account set up at Banner Bank for people to donate to if they would like; reviews account balances and fundraising ideas; next step is purchasing/installing a fence with a cost of approximately \$3500 - \$4000; summarizes the park's signage, cleanup station, a place to get water and states that Friends of the Dog Park are committed to cleaning the park once per week; bricks will be sold as a fundraiser which will also allow for

wheelchair access; and acceptance of tree plantings for memorials as a donation.

Nysoe asked if approved by City Council what does the Friends from the Dog Park expect from the City. Rahn stated her understanding was the City was going to water and mow the park.

Mayor George stated that both the Public Work Department and Scharer have done a great job getting this project moving forward.

ACTION: Broughton makes a motion to accept the Friends of the Dog Park Proposal; Bailey seconds the motion, and the motion carries unanimously.

Michael Haight 403 S 1st Street, commends the City crew for making the city streets passable the last couple weeks; job well done.

4. COMMITTEE/BOARD/ COMMISSIONER REPORTS

- A. Select Mayor Pro-Tempore - Broughton nominated Bailey, seconded by Kaczmariski. Mayor asked if there was any other nominations. Berg Nominated Nysoe seconded by Weatherford. Council Voted tied - one vote nothing written on due to pen not working. Mayor stated we will re-vote at end of the meeting . Revote Dain Nysoe Mayor Pro-Tempore
- B. Discuss Process for interlocal agreement re-negotiations with Columbia County relating to court services. Mayor commented Quinn Plant will be re-negotiating the court services contract with the county.

Public Safety - No Report

Public Works - Berg commended Public Works for job well done removing snow and ice during our winter storm events.

Finance - No report.

Parks/Public Grounds - No report.

Planning/Economic Development - Kaczmariski reports they had a meeting on January 4th to discuss the Dog Park and several other small items.

Personnel - No report.

Emergency Management - No report.

Chamber of Commerce - Berg reports: There is an article in the newspaper about the B & O tax for the Task Force; Brix & Brew will be on St. Patrick's Day at the County Fairground Pavilion; and, Chamber has been asked to write letters to the Corp of Engineers regarding the impact that the removal of the Columbia River Dams would have on the City. The Chamber is still discussing this item.

Commissioners - No report.

5. REPORTS OF CITY OFFICERS

- A. Introduction of 2019 Comprehensive Plan Update: Work Program and Public Participation Plan -Planner Scharer reviews and explains the program in detail.

ACTION: Authorize Resolution No. 1299 - Approving the work program and public Participation Plan for the 2019 Periodic Comprehensive Plan and Development Regulations Update. Planning Commission has recommend approval of this; also the Council planning committee also has reviewed this back on January 4th.

ACTION: Bailey makes a motion; to authorize approval of Resolution No. 1299; Paris seconds the motion. Mayor George answered a few questions to clarify the Resolution. The motion carries unanimously.

- B. Planning Director Scharer presents the Introduction to Complete Streets Program package and reviews the information. DOT & RTPO will be conducting Complete Streets and Safe Routes to School workshops on April 18th. Scharer reviewed the timeline and details.

Sheriff -Sheriff Miller reports he has six guests in the County jail.

Planning Director -Scharer reports the following: A Blue Mountain Regional Trails Public Workshop will be held January 30 at the Best Western and public participation is needed; and, Building Permits - 2016 was a record year for permitting with a total of about 88 permits issued.

She commends Trina Cole for getting the grant for the West End project; this will prove to our Complete Street nominators that we truly need to improve all of our roads and transportation.

Code Compliance - Atteberry reports: Working on getting more training; and, that the closure rate is well over 80% on code compliance cases.

Public Works -Costello reports on snow and ice issues and the City purchased a new dump truck.

City Clerk-Treasurer - No report.

Mayor Pro-Tempore - No report.

Mayor - No report.

6. UNFINISHED BUSINESS

There is no unfinished business discussed.

7. NEW BUSINESS

ACTION: No Action Taken. To proclaim January 22-28, 2017 as City of Dayton School Choice Week in honor of Dayton School District.

ACTION: Berg makes a motion; Nysoe seconds the motion to authorize Transportation Improvement Board Consultant Agreement

with Anderson Perry & Associates to perform the design phase for the W. Main Street Sidewalk Project not to exceed \$21,000. There is no discussion. The motion carries unanimously.

ACTION : - Items C & D will be tabled until details are clarified

C. Review Agreement for Municipal Prosecution services with Gravis Law PLLC

D. Resolution No. 1300 for Mayor to sign agreement for prosecution services with Gravis Law PLLC

8. FINAL PUBLIC COMMENT

Broughton thanks the Friends of the Dog park for all their hard work; it's outstanding.

Council member Nysoe requests that the Safety Committee, School, and the Sheriff meet for a quarterly report.

Weatherford states that the Dog Park Plan was very well written and commends the Friends of the Dog Park for a job well done; and now understands why the City is discussing the 2019 Comprehensive Plan; it's only two years ahead.

Bailey reports that she will inform the Council on Emergency Management dates; Wednesday night at 5:30 at the school is open to the public for comments; and, if you like the reader board, make sure you let people know you like it.

9. ADJOURN

With no further business to come before the Council, the regular meeting is adjourned at 8:00 p.m.

City of Dayton

By: Craig George, Mayor

Attested:

Approved:

February 27, 2017

Trina Cole, City Clerk-Treasurer

Date

RESOLUTION NO. 1301
ATTACHMENT "A"

INTERFUND TRANSFERS 2017

From	To	Amount
City Street and Road Fund (103)	Capital Improvements Fund (301)	\$ 3,600.00
Sewer Revenue Fund (401)	Sewer Cumulative Reserve Fund (402)	\$ 66,200.00
Water Revenue Fund (403)	Water Cumulative Reserve Fund (404)	\$ 50,000.00
Sewer Revenue Fund (401)	water/Sewer Debt Service Fund (414)	\$ 300,100.00
Water Revenue Fund (403)	Water/Sewer Debt Service Fund (414)	\$ 271,700.00
	TOTAL INTERFUND TRANSFERS 2017	\$ 691,600.00

2 (D)

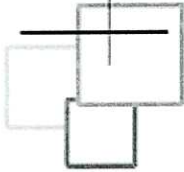
= \$87,973.32

Register

Number	Name	Fiscal Description	Cleared	Amount
43785	Atteberry, Clinton J	2017 - January - January 23, 2017		\$1,062.02
43786	Bailey, V. Delphine	2017 - January - January 23, 2017		\$138.52
43787	Berg, Kathleen A.	2017 - January - January 23, 2017		\$138.52
43788	Bowhay, Michael H.	2017 - January - January 23, 2017		\$2,061.35
43789	Broughton, Christine	2017 - January - January 23, 2017		\$138.52
43790	Cole, Trina D.	2017 - January - January 23, 2017		\$1,870.61
43791	Costello, James S.	2017 - January - January 23, 2017		\$2,031.34
43792	Elkins, David J.	2017 - January - January 23, 2017		\$1,844.58
43793	Fletcher, Lloyd	2017 - January - January 23, 2017		\$1,631.93
43794	George, Craig	2017 - January - January 23, 2017		\$835.20
43795	Hays, Debra M.	2017 - January - January 23, 2017		\$1,909.70
43796	John, Rob	2017 - January - January 23, 2017		\$1,734.80
43797	Kaczmarzski, Byron	2017 - January - January 23, 2017		\$138.52
43798	Moton, Donald G.	2017 - January - January 23, 2017		\$1,513.19
43799	Nysoe, Dain	2017 - January - January 23, 2017		\$138.52
43800	Paris, Michael	2017 - January - January 23, 2017		\$138.52
43801	Scharer, Karen	2017 - January - January 23, 2017		\$1,800.64
43802	Souza, Marcio	2017 - January - January 23, 2017		\$1,470.01
43803	Strickland, Eddie L	2017 - January - January 23, 2017		\$1,396.48
43804	Sweetwood, David	2017 - January - January 23, 2017		\$1,714.45
43805	Weatherford, Zachary M	2017 - January - January 23, 2017		\$138.52
43806	Westergreen, Connie	2017 - January - January 23, 2017		\$942.21
43807	AFLAC Remittance Processing	2017 - January - January 23, 2017		\$442.83
43808	Dept of Retirement Systems	2017 - January - January 23, 2017		\$10,655.62
43809	Internal Revenue Service - U S Treasury	2017 - January - January 23, 2017		\$8,597.54
43810	Northwest Administrators	2017 - January - January 23, 2017		\$12,937.81
43811	Washington State Support Registry	2017 - January - January 23, 2017		\$341.64
43812	WSCCCE	2017 - January - January 23, 2017		\$0.00
43865	Atteberry, Clinton J	2017 - February - February 13, 2017		\$943.68
43866	Bowhay, Michael H.	2017 - February - February 13, 2017		\$1,577.87
43867	Cole, Trina D.	2017 - February - February 13, 2017		\$1,875.78
43868	Costello, James S.	2017 - February - February 13, 2017		\$2,014.69
43869	Elkins, David J.	2017 - February - February 13, 2017		\$1,589.72
43870	Fletcher, Lloyd	2017 - February - February 13, 2017		\$1,439.07
43871	Hays, Debra M.	2017 - February - February 13, 2017		\$1,912.14
43872	John, Rob	2017 - February - February 13, 2017		\$1,424.76
43873	Moton, Donald G.	2017 - February - February 13, 2017		\$1,305.29
43874	Scharer, Karen	2017 - February - February 13, 2017		\$1,800.81
43875	Souza, Marcio	2017 - February - February 13, 2017		\$1,184.95

Number	Name	Fiscal Description	Cleared	Amount
43876	Strickland, Eddie L	2017 - February - February 13, 2017		\$1,334.95
43877	Sweetwood, David	2017 - February - February 13, 2017		\$1,363.21
43878	Westergreen, Connie	2017 - February - February 13, 2017		\$849.59
43879	Council No. 2	2017 - February - February 13, 2017		\$417.37
43880	Internal Revenue Service - U S Treasury	2017 - February - February 13, 2017		\$7,386.19
43881	Washington State Support Registry	2017 - February - February 13, 2017		\$341.64
43882	WSCCCE	2017 - January - January 23, 2017		\$1,246.98
43885	WSCCCE	2017 - February - February 27, 2017		\$89.07
				\$87,861.35

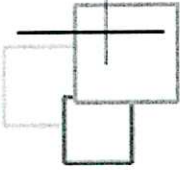
Register Activity



Name	Reference	Posting Reference	Detail Amount
9945696	Northwest Administrators Invoice - Correction to Eddie Strickland and C. Atteberry 12/31/2016	2016 - December - December	\$22.90 \$22.90
			\$22.90

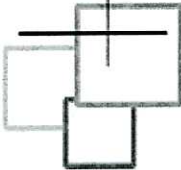
Register

Payroll



Number	Name	Fiscal Description	Cleared	Amount
43885	WSCCCE	2017 - February - February 27, 2017		\$89.07
				\$89.07

Register



Fiscal: 2017

Deposit Period: 2017 - February, 2017 - January

Check Period: 2017 - February - February 27, 2017, 2017 - February - February 13, 2017, 2017 - January - January 23, 2017

= \$169,002.22

2CE)

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	5990067340			
Check				
43813	AWC RMSA	2/6/2017		\$56,322.00
43814	American Planning Association	2/13/2017		\$473.00
43815	Anatek Labs, Inc	2/13/2017		\$490.00
43816	Anderson Perry & Assoc	2/13/2017		\$17,557.28
43817	Basin Disposal, Inc	2/13/2017		\$150.83
43818	Batteries Plus Bulbs	2/13/2017		\$58.68
43819	Centurylink	2/13/2017		\$799.16
43820	Chamber Of Commerce	2/13/2017		\$300.00
43821	CI Information Management Shred Division	2/13/2017		\$30.39
43822	City of Dayton	2/13/2017		\$509.64
43823	Col Co Treasurer	2/13/2017		\$36,745.09
43824	Coleman Oil Company	2/13/2017		\$3,463.76
43825	Dayton Chronicle	2/13/2017		\$205.39
43826	Dayton Mercantile	2/13/2017		\$42.61
43827	Dayton Tractor & Machine, Inc	2/13/2017		\$151.97
43828	Dept Of Revenue	2/13/2017		\$4,266.29
43829	Double T Construction	2/13/2017		\$1,971.06
43830	Elkins, David	2/13/2017		\$102.66
43831	Evergreen Rural Water Of WA	2/13/2017		\$300.00
43832	Ferrellgas	2/13/2017		\$1,387.88
43833	H D Fowler CO	2/13/2017		\$13.00
43834	Konen Rock Crushing, Inc	2/13/2017		\$190.55
43835	MARC	2/13/2017		\$1,045.30
43836	Menke Jackson Beyer &	2/13/2017		\$1,718.87
43837	Mitchell, George	2/13/2017		\$183.80
43838	Northwest Administrators	2/13/2017		\$2,170.34
43839	One Call Concepts, Inc	2/13/2017		\$9.56
43840	Pacific Power	2/13/2017		\$20,308.59
43841	Powers, Chester M	2/13/2017		\$41.90
43842	Staples Credit Plan	2/13/2017		\$128.68
43843	State Treasurer	2/13/2017		\$1,915.27
43844	Touchet Valley Television, Inc	2/13/2017		\$60.00
43845	Vision Forms, LLC	2/13/2017		\$924.26
43848	Bank Of America	2/13/2017		\$7.29
43849	City Lumber & Coal Yard	2/13/2017		\$697.24
43850	Dept Of Health	2/13/2017		\$2,133.20

Number	Name	Print Date	Clearing Date	Amount
43851	Eddie Strickland	2/13/2017		\$250.00
43852	Pepsi Cola - Walla Walla	2/13/2017		\$30.50
43853	Platt Electric Supply	2/13/2017		\$168.00
43854	Powers, Chester M	2/13/2017		\$220.00
43855	Skyline Parts Inc	2/13/2017		\$384.55
43856	Total Office Concepts	2/13/2017		\$115.98
43857	Transamerica Life Insurance CO	2/13/2017		\$954.53
43858	U.S. Bank Global Corporate Trust Services	2/13/2017		\$300.00
43859	U.S. Bank N.A. - Custody	2/13/2017		\$34.00
43860	USA Bluebook	2/13/2017		\$140.44
43861	Walla Walla Electric	2/13/2017		\$201.61
43862	Walla Walla Regional Water	2/13/2017		\$75.00
43863	Western States Equipment	2/13/2017		\$371.15
43864	Chamber Of Commerce	2/15/2017		\$4,171.81
43883	Anderson Perry & Assoc	2/22/2017		\$82.50
43884	Bell, Brown & Rio	2/22/2017		\$4,000.00
	Total		Check	\$168,375.61
	Total		5990067340	\$168,375.61
	Grand Total			\$168,375.61

Register

Fiscal: 2017
 Deposit Period: 2017 - February, 2017 - January
 Check Period: 2017 - February - February 27, 2017, 2017 - January - January 23, 2017, 2017 - January - January 9, 2017

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank Check 4384Z	5990067340 Verizon Wireless	1/27/2017		\$277.04
		Total	Check	\$277.04
		Total	5990067340	\$277.04
		Grand Total		\$277.04

Register

Fiscal: 2017

Deposit Period: 2017 - January

Check Period: 2017 - January - January 23, 2017, 2017 - January - January 9, 2017

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank Check 43846	5990067340 Bank Of America	1/23/2017		\$374.46
		Total	Check	\$374.46
		Total	5990067340	\$374.46
		Grand Total		\$374.46

Register

Fiscal: 2016
Deposit Period: 2016 - December
Check Period: 2016 - December - December

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank Check 9943639	5990067340 Pacific Power			
		12/5/2016		
		Total	Check	(\$124.89)
		Total	5990067340	(\$124.89)
		Grand Total		(\$124.89)
				(\$124.89)

*Correction: warrant wasn't
written for \$124.89
too much. Dolee
2/8/17*

Register

Fiscal: 2016
Deposit Period: 2016 - December
Check Period: 2016 - December - December

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	5990067340			
Check	Neofunds BY Neopost			
9945635		12/5/2016	1/8/2017	\$100.00
		Total	Check	\$100.00
		Total	5990067340	\$100.00
		Grand Total		\$100.00

Date: 02/22/2017
TO: 02/27/2017 City Council Packet
FROM: Trina Cole, City Clerk-Treasurer
RE: Agenda Item No. 7(A) - Amendment to Engineering Services Agreement

Attached is a proposed amendment to the agreement for professional services with Anderson Perry & Associates.

As part of the preliminary design of S. 1st Street, it was determined that the water main line had to be replaced.

In addition, the High School Water Main was listed as a Priority 1 project with in the City's 201 Water System Plan. As a result, the City determined that the High School Line should be completed in conjunction with the S. 1st Street in an effort to capitalize on the cost advantages of completing both projects as one.

As a result, the original project scope increased consequently creating the need for additional engineering services. The attached agreement represents this outcome.

The 2016 Finance Committee provided guidance on how the costs for the water and sewer system improvements would be funded. It was determined that the City should obtain water and sewer revenue bonds, which is currently underway, to complete the water and sewer system improvements.

If you have any questions, please feel to contact me.

Project: General Engineering Services 1/11/2016 – 12-31-2017

Part I. PARTIES

THIS AMENDMENT, made this 26th day of January 2017, amends the Agreement between the CITY OF DAYTON (CLIENT) and ANDERSON PERRY & ASSOCIATES, INC. (ENGINEER) dated January 11, 2016.

THIS AMENDMENT modifies the Agreement to include the following:

Part II. ENGINEERING SERVICES and Part III. BASIS OF FEE AND BILLING SCHEDULE

Task Order No. 1 to the General Engineering Services Agreement is modified as follows:

**TASK 7 – SOUTH FIRST STREET UTILITY IMPROVEMENTS DESIGN ENGINEERING
JOB NO. 918-131, BILLING GROUP 061**

Delete Task 7 Engineering Services and Compensation descriptions in their entirety and replace with the following:

Engineering Services

Design the replacement of sewer services and repairs to the existing sewer main on South First Street from East Main Street to East Oak Street. Design water main, water service, and fire hydrant replacement on South First Street from East Main Street to East Oak Street. Design water main, water service, and fire hydrant replacement on East Oak Street from South First Street to South Second Street, and South Second Street from Oak Street approximately 500 feet southeast to provide increased fire flow to the Dayton Public School buildings.

Compensation

The CLIENT will compensate the ENGINEER on a time and materials basis. The not-to-exceed amount will be increased from \$16,000 to \$36,000.

**TASK 9 – SOUTH FIRST STREET UTILITY IMPROVEMENTS CONSTRUCTION ENGINEERING
JOB NO. 918-131, BILLING GROUP 071**

Task 9 Engineering Services and Compensation descriptions are supplemented with the following:

Engineering Services

Observation and administrative services shall include water and sewer improvements on South First Street from East Main Street to East Oak Street, East Oak Street from South First Street to South Second Street, and South Second Street from Oak Street approximately 500 feet southeast to provide fire flow to Dayton Middle School.

Compensation

The CLIENT will compensate the ENGINEER on a time and materials basis. The not-to-exceed amount will be increased from \$10,000 to \$25,000.

All other provisions of the Agreement shall remain the same.

ENGINEER
Anderson Perry & Associates, Inc.

CLIENT
City of Dayton

Jake Hollopeter, P.E. _____

Name

 _____

Signature

Vice President _____

Title

Name

Signature

Title

**INTERLOCAL AGREEMENT
FOR CODE ENFORCEMENT SERVICES**

Between

**THE CITY OF DAYTON
and
COLUMBIA COUNTY**

This agreement made and entered into, by and between the City of Dayton, a political subdivision of the State of Washington, hereinafter referred to as "Dayton", and the County of Columbia, a Political Subdivision of the State of Washington, hereinafter referred to as "Columbia Co.".

WHEREAS, both the County (Title 36 RCW) and the City (Title 35 RCW) are public agencies operating under the arrangements of the Revised Code of Washington (RCW) and as such are authorized to enter into interlocal agreements as set forth in Chapter 39.34 RCW; and,

WHEREAS, the Columbia Co. has requested assistance with regard to code enforcement actions and inspections related thereto; and,

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

WHEREAS, City of Dayton has a part-time code enforcement officer; and,

WHEREAS, Columbia Co. has several code enforcement issues; and,

WHEREAS, the provision of this service will allow the City of Dayton to maintain a full-time code enforcement officer.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Columbia Co. shall, in accordance with the Washington State Codes and Regulations related to enforcement of Titles 15 (Buildings and Construction), 16 (Environment), 18 (Zoning), and 19 (Code Enforcement), provide the following:
 - a. Reimbursement to the City of Dayton an amount of eleven thousand dollars (\$11,000.00) per annum to be paid in two (2) installments of \$5,500. Installments shall be made not later than June 30 and December 30, respectively. This amount is based on the current average city building permit

revenues received by Columbia County, plus two thousand dollars. This sum is subject to annual review, and may be adjusted for differences in annual revenues and costs. On or before December 1 of each year, the parties shall, in writing, state their respective wishes concerning continued contracting reimbursement amount. If a mutual agreement cannot be reached on or before December 31 each year, this contract shall terminate.

- b. Columbia County notes that at times, there may be a "conflict of interest" for the assigned code enforcement officer. In these instances, Columbia County will process the violation in-house.
- c. Actual costs of any Columbia County judicial abatement shall be the responsibility of Columbia County. In the event a lien is placed on a property in order to facilitate clean-up operations, Columbia Co. shall be responsible for securing the lien in the name of Columbia County, and shall receive any and all funds upon sale of said property or other agreement.
- d. Columbia County shall collect and retain all fees for criminal or civil violations regarding code enforcement in the county.

2. The City of Dayton shall:

- a. Provide all code enforcement services, including taking complaints, responding to potential violations, processing forms, agreements, notices, testifying at hearing, trial, interview and/or deposition associated with code enforcement, and all other paperwork concerning each violation.
- b. Upon unsuccessful resolution of a suspected code violation through agreement and/or civil action, forward the matter to the County Prosecutor's office, along with:
 - 1. A clean and concise statement of the violation, including specific code section(s);
 - 2. Copies of all notices and/or demands to alleged violator, and any written responses thereto;
 - 3. Timeline of code enforcement activity;
 - 4. Full report including supporting evidence, i.e. dated photographs, such that code violation may be charged and prosecuted
- c. Provide updates on all on-going violations to the Columbia County Planning & Building office, as well as the Columbia County Board of Commissioners in a timely manner.
- d. Retain all records as required by the State of Washington.
- e. Inform Columbia Co. when violations have been corrected, and legal actions are no longer required.

It is expected that the City of Dayton Code Compliance officer shall work independently, under the supervision of the Columbia County Planning Director. It is important to recognize and understand that the two jurisdictions could operate under differing styles and philosophies.

3. Hold Harmless and Indemnification:

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

- e. The rights, duties and obligations set forth in this Section 3 survive termination or expiration of this agreement.
4. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.
5. **INDEPENDENT STATUS OF PARTIES:** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Columbia County and the City of Dayton, its officers, officials, employees, and volunteers, Columbia County's liability hereunder shall be only to the extent of the Columbia County's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Columbia County's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **Notice:** Either party may withdraw from this agreement with thirty (30) days' notice. Notice shall be provided to the Mayor of the City of Dayton, the Board of County Commissioners, and the Columbia County Department of Planning & Building. Columbia County shall pay for work actually performed up to the date of withdrawal.
7. **Attorneys' Fees:** Should any party be the substantially prevailing party in a lawsuit to enforce any of the terms of this agreement then the substantially prevailing party shall be entitled to reimbursement from the other party its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses, and fees incurred in any appeal.
8. **Assignment:** No party to this agreement may assign its rights or obligations arising from this agreement, in whole or in part, without prior written consent of the other party.
9. **Disputes:** Any claim or dispute arising from or relating to this Agreement or to this arbitration clause must be resolved by binding arbitration.
10. **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.

11. **Funding:** Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for performance under this contract for any future fiscal period, the City of Dayton will not be obligated to perform after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the Columbia Co. in the event this provision applies. Non-enforcement of any provision or condition of this Agreement shall not be deemed a waiver and the parties can enforce said provision or condition.
12. **Compliance With Laws:** The Parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, constitutional limitations on entry onto, or search of, private property.
13. **Nondiscrimination:** The Parties, their assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, marital or parental status, veteran status, genetic code information, or the presence of any disability.
14. **Severability:** If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.
15. **Remedies Cumulative:** Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.
16. **Choice of Law, Jurisdiction and Venue:** This Agreement has been and shall be construed as having been made within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington in its interpretation and performance. Any action at law, suit in equity, judicial proceeding arising out of this Agreement shall be instituted and maintained only in the courts of competent jurisdiction in Columbia County, Washington.
17. **Insurance:** City of Dayton shall maintain liability insurance for bodily injury, personal injury and property damage, subject to limits of not less than \$5,000,000 (Five Hundred Thousand) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than \$1,000,000 (One Million). City of Dayton liability

insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Should such insurance at any time be cancelled, declared void or expire for any reason, City of Dayton shall immediately name Columbia County, its officers, officials, employees and agents as an additional insured on the policy. City of Dayton will supply proof of insurance to the Columbia County Risk Management Department for approval a minimum of five (5) days prior to performing work under this agreement. City of Dayton's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents. The insurance limits mandated for any insurance coverage herein are not intended to be an indication of exposure nor are they limitations on indemnification. City of Dayton shall maintain all required policies in force from the time this Agreement commences until services are completed to the satisfaction of the County. If City of Dayton's liability coverage is written as a claims made policy, then City of Dayton must evidence the purchase of an extended reporting period or "tail" coverage for a two-year period after completion of the services required under this Agreement.

Dated this ___ day of _____, 2017.

Mike Talbott, Chairman
Columbia County Board of Commissioners

Craig George, Mayor
City of Dayton

Attest:

Clerk of the Board
Columbia County

City Clerk
City of Dayton

Approved as to form:

Rea Culwell
Columbia County Prosecuting Attorney

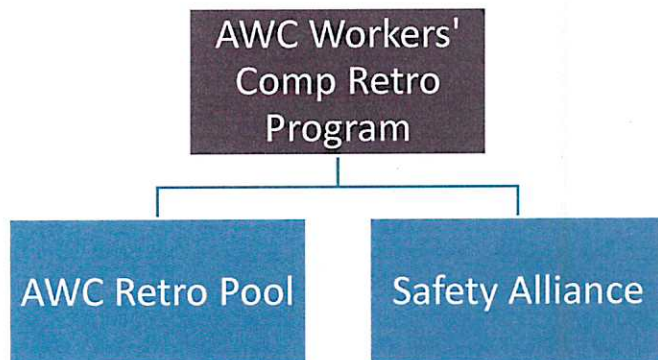
Quinn N. Plant
City of Dayton Attorney

2017 changes to the AWC Workers' Comp Retro Program

Members with premiums below \$55,000 transitioning to Safety Alliance

The AWC Workers' Comp Retro Program's mission is *every employee, home safe, every night*. For over 12 years, AWC has served members by delivering high-quality workers' compensation claims management and loss prevention services. To continue this high level of service, the AWC Workers' Comp Retro Program must adapt to the changing landscape of Washington's workers' compensation system.

In order to ensure the financial stability of the AWC Workers' Comp Retro Program, beginning in 2017 all members with annual standard premium below \$55,000 will move to the Safety Alliance. The Safety Alliance is part of the AWC Workers' Comp Retro Program, providing the same high-quality services to members, but without the risk and reward of the AWC Retro Pool. Safety Alliance members are not subject to assessment, nor eligible for possible refunds for the years as Safety Alliance members.



Why changes are needed

Over the past few years, the Washington State Department of Labor and Industries (L&I) made changes to rules applicable to all retro programs statewide. The changes were based on actuarial analyses which showed L&I was giving back too much money to retro groups. One result of these changes is a smaller pool of money to be refunded to all retro groups, so refunds have become more

difficult for groups to achieve. Retro groups – like AWC's Retro Pool – must now have better performance to achieve the same refund level as before.

As claims from past years matured, AWC program data showed that under the current structure and L&I retro rules, the program was not sustainable. Due to the nature of a retrospective rating program, it takes three years for each retro year to close, so the impact of changes to the rules was not fully realized until this past year. The program has experienced a decrease in refunds and, in some years, assessments are due to L&I from members.

Actuarial findings and response

In response to L&I rule changes and the AWC Workers' Comp Retro Program's claims experience, we retained an outside consultant – PwC (PricewaterhouseCoopers) – to examine our claim history and undertake a comprehensive actuarial analysis.

Despite positive performance by many members, the pool has not performed well under the current structure. Analysis and extensive actuarial studies provided recommendations for different risk level selections and membership criteria.

The analysis also showed that members with a lower premium cannot consistently contribute to positive pool outcomes. Given the new L&I program structure, one significant negative claim from a member with lower premiums could seriously impact the entire pool.

(Continued)

Program reorganization allows continued delivery of service to *all* members

The AWC Retro Board has approved a transition strategy to strengthen AWC Workers' Comp Retro Programs' position while allowing for continued delivery of service to *all* members.

AWC Retro Pool members with annual standard premium below \$55,000 (average of three previous years' standard premium) will move to the Safety Alliance. This change impacts approximately 40 members.

One of the important benefits to members with smaller premiums is that Safety Alliance members are not exposed to the risk/reward system of the AWC Retro Pool. Safety Alliance members are not eligible for possible refunds, nor will they be responsible for paying assessments. (Please note: Protection from assessments is prospective. Current years – prior to 2017 – can still lead to assessments or refunds.)

Members that transition to the Safety Alliance still receive the same high-quality services as all AWC Workers' Comp Retro Program members. These include:

- Claims management services, including Board of Appeals representation
- Loss prevention services
- Training



Association of Washington Cities

Workers Compensation Retrospective Rating Program

Association of Washington Cities
Workers' Compensation Retro Program
Safety Alliance

Participation Agreement

As a member in good standing with the Association of Washington Cities

City of Dayton

Member name

000,151-00

L&I account number

Enrolls by this agreement as a member in the Association of Washington Cities Retro Program Safety Alliance ("Safety Alliance") to administer workers' compensation claims made to the Washington State Department of Labor and Industries ("L&I").

The Safety Alliance offers Association of Washington Cities ("AWC") member and associate member jurisdictions the ability to have professional claims management and loss prevention services without sharing in the risk of assessments nor the reward of refunds as in the AWC Workers' Comp Retro Pool ("Retro Pool").

1. Mission and goals of the Safety Alliance:

Mission

- A. Professional management of all L&I claims;
- B. Proactive risk management; and
- C. A forum for innovative techniques in risk reduction.

Goals

- A. Be the premier workers' compensation program in the State of Washington;
- B. Achieve and maintain the highest standards for comprehensive employee safety programs; and
- C. Provide financial stability and exceptional stewardship of public resources.

2. Administration & management of the Safety Alliance:

AWC is responsible for the day-to-day operation of the Safety Alliance, which include:

- A. Assisting program participants in reducing the frequency and severity of industrial injuries;
- B. Educating program participants in the most appropriate ways to control costs;
- C. Providing claims management services, including access to online claims management system, Risk Console;
- D. Providing program information and training materials;
- E. Providing loss prevention and risk management services.
- F. Reviewing employer program member annually for qualification for membership in the AWC Retro Pool.

- G. Representation at the Board of Industrial Insurance Appeals (BIIA) through mediation.
- H. Providing assistance with abatement and appeals of DOSH citations.
- I. Gathering required information and submitting Stay at Work (SAW) reimbursement requests with L&I.
- J. Maintaining the OSHA Injury and Illness log for all members.

3. Safety Alliance Member agrees to:

- A. Remain a member of the Safety Alliance through the annual term of this agreement;
- B. Abide all Retro Program Policies as adopted by the AWC Retro Board;
- C. Comply with all applicable laws, rules and regulations set forth by L&I;
- D. Participate in safety and loss prevention programs available as a Safety Alliance member, including striving to have at least one field employee complete training to become a Retro Safety Coordinator;
- E. Demonstrate a commitment to maintaining a safe workplace and utilizing return-to-work strategies to reduce claims costs;
- F. Maintain membership in the Association of Washington Cities through the year for each year of Safety Alliance participation;
- G. Provide notification 30 days before the end of the term if the service program member wishes to terminate the automatic renewal of the agreement.
- H. Non-payment of service fees as agreed will result in termination from the program.

6. Safety Alliance Service Fee:

Retro Pool members transitioning to the Safety Alliance in December 2016, as a result of the minimum Standard Premium criteria of \$55,000, will pay a program fee of three and one quarter percent (3.25%) of total Industrial Insurance Premium, billed annually in December, for each year of participation as long as they remain a member of the Safety Alliance. If member terminates this agreement or does not enroll in the Safety Alliance beginning on January 1, 2017, the program fee will be six and one half percent (6.5%) thereafter.

7. Indemnification/Liability:

Each party shall indemnify and hold harmless the other and its directors, officers, employees, agents, parents, subsidiaries, successors and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, and expenses (including reasonable attorney's fees) arising out of or resulting from, in whole or part, the acts or omissions of the indemnifying party, its employees, agents or contractors and the indemnifying party's affiliated companies and their employees, agents or contractors.

8. Term of agreement:

The term of this agreement is one year, effective on January 1, 2017, and renewing automatically each subsequent year unless the AWC Retro Safety Alliance is notified in writing thirty days prior to the start of the year that the Safety Alliance member wishes to terminate agreement.

Authorized by AWC Retro Program Safety Alliance member:

(Printed name)

(Title)

(Signature)

(Address/Street)

(City/Town applicant)

(Date)

Authorized by AWC Retro Program Safety Alliance:

Peter B. King

(Title)

(Signature)

(Address/Street)

(Form revised 12-15-16)