



DAYTON CITY COUNCIL

111 S. 1st Street, Dayton, WA 99328

PRELIMINARY AGENDA
REGULAR MEETING
Monday, **January 23, 2017**
7:00 p.m.
Craig George, Mayor

1. **CALL TO ORDER**
 - A. Roll Call
2. **CONSENT AGENDA - Action**
 - A. Approve December 19, 2016 Council Minutes
 - B. Voucher Warrants as audited by the Finance Committee
 - C. Payroll Warrants - December 2016
3. **SPECIAL GUESTS AND PUBLIC COMMENT**
 - A. Dog Park Presentation - Carol Rahn, Friends of the Dayton Dog Park
4. **COMMITTEE/BOARD/COMMISSION REPORTS**
 - A. Action: Select 2017 Mayor Pro-Tempore
 - B. Discuss process for interlocal agreement re-negotiations with Columbia County relating to court services - Craig George, Mayor
5. **REPORTS OF CITY OFFICERS**
 - A. Introduction of 2019 Comprehensive Plan Update: Work Program and Public Participation Plan - Karen Scharer, Planning Director
 - B. Introduction of the Complete Streets Program - Karen Scharer, Planning Director
6. **UNFINISHED BUSINESS**
7. **NEW BUSINESS**
 - A. ACTION: Proclaim January 22-28, 2017 as City of Dayton School Choice Week in honor of Dayton School District
 - B. ACTION: Authorize Transportation Improvement Board Consultant Agreement with Anderson Perry & Associates to perform the design phase of the W. Main Street Sidewalk Project not to exceed \$21,000
8. **FINAL PUBLIC COMMENT**
9. **ADJOURN**

DAYTON CITY COUNCIL MINUTES
Regular Meeting
Monday, December 19, 2016
111 S. 1st Street
Dayton, WA 99328

1. CALL TO ORDER: Mayor George calls the meeting to order at approximately 6:01 p.m.

Roll Call: Present - Zac Weatherford, Byron Kaczmariski (enters meeting at 6:03 p.m.), Michael Paris, Delphine Bailey, Christine Broughton
Absent - Kathy Berg, Dain Nysoe

2. CONSENT AGENDA:

ACTION: Broughton makes a motion; Bailey seconds the motion, and the motion carries unanimously approving the Consent Agenda as presented: A. (i) Approve November 14, 2016 City Council Meeting Minutes; (ii) Approve November 28, 2016 City Council Meeting Minutes; (iii) Approve December 5, 2016 City Council Meeting Minutes; B. The following voucher/warrants/electronic payments are approved for payment:

Funds

Claims Clearing	43601; 43603-	
Vouchers	43654; 45669;	\$280,338.59
	43671	
Total		\$280,338.59

3. SPECIAL GUESTS/PUBLIC COMMENT

There are no reports.

4. COMMITTEE/BOARD/ COMMISSIONER REPORTS

Public Safety - No report.

Public Works - No report.

Finance - No report.

Parks/Public Grounds - No report.

Planning/Economic Development - No report.

Personnel - No report.

Emergency Management - No report.

Chamber of Commerce - No report.

Commissioners - No report.

5. REPORTS OF CITY OFFICERS

Sheriff - No report.

Planning Director - No report.

Code Compliance - No report.

Public Works - No report.

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: Bailey makes a motion; Broughton seconds the motion to authorize the 2017 Collectively Bargained Agreement between the City of Dayton, WA and Council 2 - Local 1191- CD. Mayor George states that the proposed agreement is within the budget's salary and wage limits for fiscal year 2017. There is no discussion. The motion carries unanimously.

ACTION: Broughton makes a motion; Paris seconds the motion to authorize the 2017 Association of Washington Cities Employee Benefit Trust Employer Master Participation Agreement. There is no discussion. The motion carries unanimously.

8. FINAL PUBLIC COMMENT

There is no final comment from the public.

9. ADJOURN

With no further business to come before the Council, the regular meeting is adjourned at 6:09 p.m.

City of Dayton

By: Craig George, Mayor

Attested:

Approved:

January 9, 2017

Trina Cole, City Clerk-Treasurer

Date



CITY OF DAYTON PLANNING DEPARTMENT

111 S 1st St, Dayton, WA 99328

509-540-6747

Date: December 19, 2016

To: Mayor Craig George, and, Councilmembers Delphine Bailey, Christine Broughton, Dain Nysoe, Kathy Berg, Byron G. Kaczmarek, Michael Paris Zac, and Weatherford

From: Karen Scharer, Planning Dept.

RE: Friends of the Dog Park (FDDP) Proposal for the Dayton Dog Park
Jan. 9, 2017 presentation to the Dayton City Council

The Friends of the Dog Park is requesting the City Council consider approve their proposal to locate a dog park within Dayton's Pietrzycki City Park.

Enclosed is an updated proposal by the FDDP addressing concerns previously raised in an earlier draft reviewed by the City Board of Parks, Council Finance Committee, and city staff. Of special note, are the following FDDP revisions to funding and construction of the dog park:

1. **City matching grant implementation:** The City has offered to provide \$2500.00 as seed money for the FDDP to seek grants. The FDDP does not intend to request alternative funding provisions from the City.
2. **Donor display.** The FDDP will either place bricks with donor names at the entry to the dog park or have donor names displayed on plaques attached to fence. The specific display plan will be approved by the Parks Board and Public Works.
3. **Fence posts.** All posts will be set into cement as requested by Public Works.
4. **Shoreline permit.** The dog park project will obtain a shorelines development permit. The SDP application will be processed by city staff, if the City Council chooses to move forward with locating the dog park in the City Park.

cc: Trina Cole, Jim Costello, Candy Jones, Carol Rahn and Marj Johnston



DAYTON DOG PARK PROPOSAL

Submitted by: Friends of the Dayton Dog Park (FDDP)

FDDP consists of a group of local dog owners who are passionate about their dogs and their needs for being off leash. Our organization has a following of 63 people on our Facebook Page. Most of our communications is via Facebook and monthly meetings.

1. GOALS:

- Implement the 3rd top priority of the Dayton Comprehensive Plan 2015, Parks and Recreational Element.
- Establish a fenced, off-leash dog park where well-behaved canines can exercise in a clean, safe environment without endangering wildlife and annoying people on private or public properties.
- Develop an easy to maintain space, open to all dog lovers and friends who are willing to uphold the park's rules.
- Create a community project, in partnership with the City of Dayton, dog owners and FDDP; instilling pride in the city by residents through volunteering.
- Provide an amenity for visitors to our community to increase their enjoyment and encouraging their return.
- Encourage training, 4-H and other events at park.

- 2. LOCATION:** The Friends of the Dog Park chose the 0.6 acre site south of the Fish Pond in Pietrzycki City Park after review of two other locations. The city park location was also found by city staff to be the preferred location as it has the best accessibility for residents, city water for irrigation is available, existing trees are on site, and there is close access to the dike path. See attached map of the proposed Dog Park in Dayton's Pietrzycki City Park.

Two other alternative sites were considered, however, neither site scored as high for location and amenities.

- City property west of the cemetery, and
- Columbia County property off Patit Rd. east of Dayton.

3. DOG PARK BASIC SPECIFICATIONS:

- Natural sloped area seeded with grass and trees retained.
- 0.6 acres of two separate fenced areas:
 - Large & Small Dogs - 2/3 of area (17,400 sq. ft.).
 - Small Dogs Only - 1/3 of area (8,700 sq. ft.)
- Entry gate, for safe leashing and unleashing with gates to each area and with surfacing for ADA compliance.
- Gates for lawn mower and other equipment – 8 ft. wide.
- Parking area available between softball field and Dog Park.
- Signage – Identification, directional and safety.

4. SITE PREPARATION and EQUIPMENT:

- Dirt and grading provided by Dayton Public Works (assoc. w/Front St. project).
- Irrigation plan and materials paid by FDDP.
- Irrigation Installation and grass provided by City of Dayton.
- Fencing to include approximately 780 linear feet at a height of 4 feet, 90 posts to support fencing, an access gate complex for entry to the two fenced park areas and two gates for park maintenance.
- FDDP donation/volunteer labor for fence construction. Licensed volunteer contractor to oversee construction.
- Dog bag dispensers with receptacles.
- Signage - to be purchased and installed by FDDP in accordance with the City Park Board and Public Works standards and requirements. See attached.
- 1 table and 3 benches.
- Trees - 6 trees for planting as mitigation for the Shorelines Development Permit.

Public Works Director approval required for all materials, construction methods and installation plans.

5. FDDP OPERATING & MAINTENANCE COSTS

- Dog waste bags - FDDP yearly purchase of bags.
- Inspect and clean grounds as needed by FDDP: 3 times each week.
- Irrigation water supplied by City of Dayton, no charge.
- Mowing City labor - approximately 26 weeks per year @ 2 hrs. per week.

6. FUNDING BY THE FRIENDS OF THE DAYTON DOG PARK:

The FDDP organization is fundraising to assure construction and long term maintenance of the Dog Park. Projected dollar amount needed to be raised by FDDP for Phase 2 & 3 is approximately \$10,000.00 for construction and purchase of signs, etc. through 2017.

Fundraisers, sponsorships and group user fees will help to pay for a portion of yearly operating and maintenance costs.

- Dollar amount raised by FDDP as of October 2016 - \$ 2900. This paid for the irrigation system and left a balance of about \$800 for other needed improvements.
- Volunteer time contributed by FDDP as of Oct. 2016 - 200 est. hrs.

Fundraising:

- FDDP will continue to apply for grant opportunities with foundations, such as, Foundation NW and Walla Walla Community Foundation.
- Auctions / sales of canine equipment.
- Sponsorship opportunities at Dog Park. Display those businesses and private citizens supporting Dog Park with either an engraved brick to be placed at the entry, or a name plate attached to fence. FDDP will determine the minimum donation level. Specific display plan is to be approved by the Parks Board and Public Works.
- Special events: Canine Education Classes; 4- H; Kids Dog Show and Breed group educational activities.
 - FDDP will schedule events for user groups and coordinate such events with public works.
 - Use fees of the Dayton Dog Park (DDP) for group use & events to support maintenance of park & future replacement costs & park improvements.

7. LIABILITY & RESPONSIBILITY:

- Washington law states liability and responsibility for dog injuries are the responsibility of the dog owner.
- FDDP will provide proper signage following recommendations of the City. See the Signage plans, Attachments 2.A. and 2.B.

8. METHOD OF OPERATION:

- The park will operate on the same schedule as all parks under the direction of the City of Dayton.
- A posted sign(s) stating the rules and emergency numbers will be displayed and easily visible when arriving at the park and will include information relating to user rules. See signage plans, Attachments 2.A. and 2.B.
- FDDP understand that the City reserves the right to close the facility at any time in order to ensure safety and properly maintain and/or inspect any issues that may arise at the park.

9. MAINTENANCE REQUIREMENTS:

- The general daily maintenance of this park will be the dog owners themselves.
- Waste retrieval will be the responsibility of patrons of the Park and FDDP.
- FDDP will be responsible for checking the dog park two or three times/week to make certain the park is clean and remove refuse.
- FDDP will provide baggies, waste & garbage pickup to designated location, benches and tables (kept clean).

- A yearly clean-up will take place by FDDP and other volunteers to assist with general beautification and upgrades to the park.
- City Public Works will mow and maintain grass.
- City Public Works will provide water for irrigation and irrigation water for dogs.

10. WHAT HAS BEEN ACCOMPLISHED

- As of October 2016, site plans have been developed for the park, irrigation and fencing.
- Brochure, logo, business cards and magnets completed.
- FDDP organization opened a bank account at Banner Bank.
- FDDP raised \$2900 for construction.
- Site has been leveled, dirt has been delivered, rocks picked up and irrigation completed.
- Grant to PetSafe was completed, but not funded.
- Newspaper advertising for raffle of quilt, dinner with 2 bottles of wine and an original painting by Judy Robertus.
- Fundraising at the Columbia County Fair.

11. WHAT IS NEXT ...

- Proposal to be presented to City Council – Jan 9, 2017
- City issues a Shorelines Permit for Project – Early March 2017
- Complete fundraising for fencing and park amenities
- Continue to Educate and Inform Residents
- Submit grants to Blue Mountain Foundation and Foundation NW in the Spring 2017 for remaining needs. Look for other appropriate funding for remaining park amenities.
- Install fencing late Spring 2017 and other Phase 2 improvements.
- Park opens & then FDDP installs Phase 3 amenities as funding becomes available.

ATTACHMENTS:

- | | |
|---|--|
| 1. Map of Proposed Dayton Dog Park location | 2.A. Signage Plan - Draft Dog Park Rules |
| 2. B. Signage Plan – Signage proposed at park | 3. Map of irrigation and fencing |
| 4. Brochure | 5. Budget |

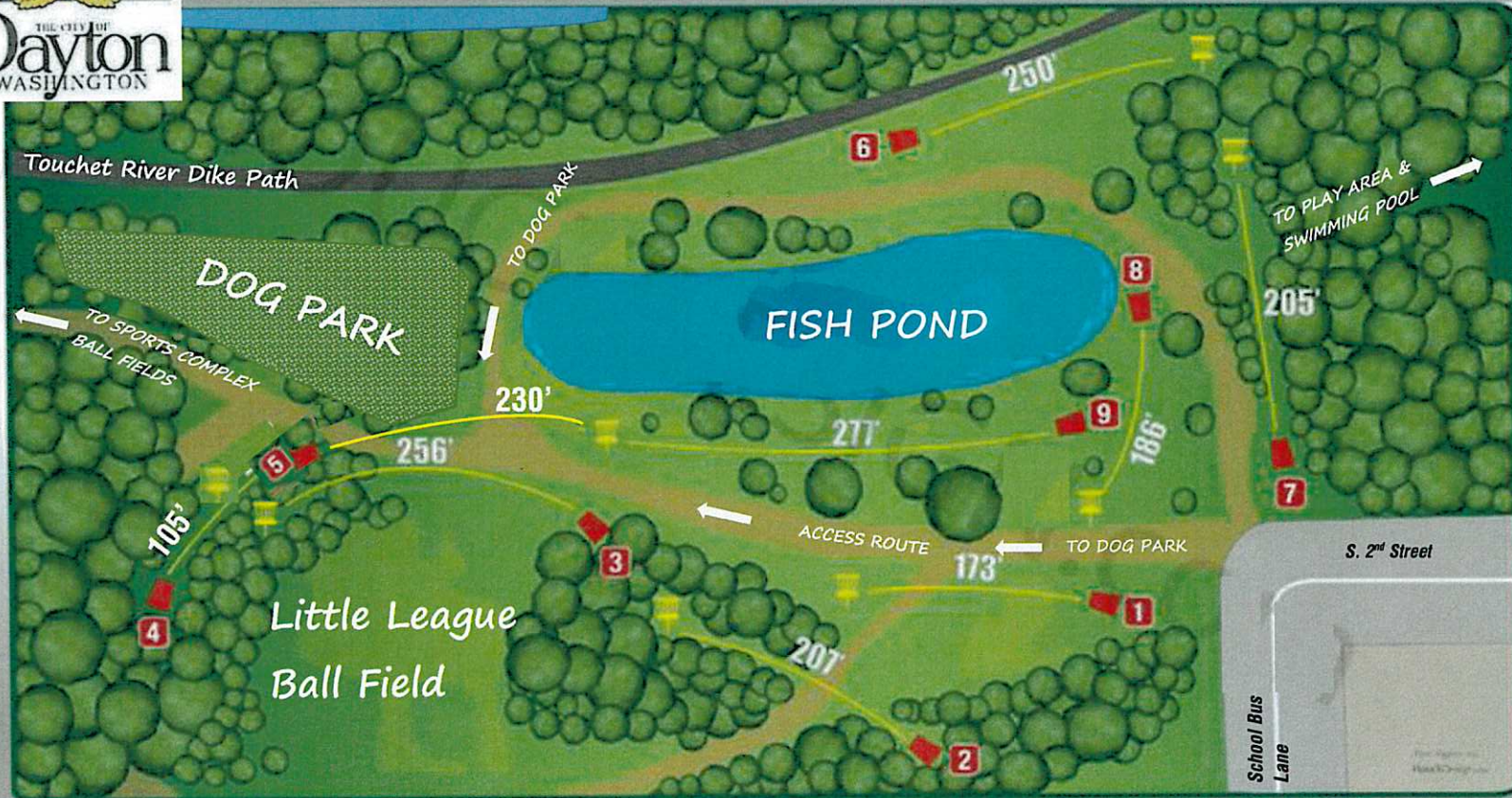
CONTACT INFORMATION:

Co-Chairs: Candy Jones - tallduke@msn.com
 Carol Rahn - carolrahn@hotmail.com










DAYTON CITY PARK MIDPOINT CLUSTER

Disc Golf ★ Little League Field ★ Dog Park ★ Fish Pond













DISC GOLF	1 173'	2 207'	3 256'	4 105'	5 230'	6 250'	7 205'	8 186'	9 277'	T 1899'
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DOG PARK RULES

1. The dog owner/handler must:
 -  Be age 14 or older;  Handle max. of 3 dogs;
 -  Be responsible for your dog's behavior;
 -  Remain with your dogs;  Keep leash handy;
 -  Keep dogs in view &  Keep under verbal control.
2. Children age 13 and under must be supervised by a parent or guardian. (No children less than age 4).
3. Pick up & properly dispose of dog waste. It's the law.
4. Dayton dog licenses required for city dogs. All dogs must have vaccinations.
5. Leash dogs when leaving the dog park.
6. Only one gate open at a time.
7. Dogs must be leashed on Dike Path; park driveway from S. 2nd St. & city streets. Dogs are prohibited in other areas of City Park, DMC 6-8.48.
8. Act responsibly. Use the dog park at your own risk.

PROHIBITED

-  Aggressive dogs
 -  Dogs in heat
 -  Sick dogs
 -  Puppies under 4 mo.
 -  Children under age 4
 -  Wheels-bikes/strollers/etc.
 -  Human & dog food/treats
 -  Glass containers
-  **NO SMOKING WITHIN 25 FT. of DOG PARK** 

Dog Park – Signs¹

ESTIMATE


Name	Size	Quantity	Price	Total
Dog Park Primary Sign TBD - Phase 3	TBD	1	TBD	TBD or FDDP volunteer
Dog Park Rules Outside double gate, Outside NE corner of park, Inside each play area (2)	18" x 24"	4	\$25	\$100
Directions to Dog Park Dike Path & S. 2 nd St. + posts	6" x	2	\$20	\$40
Clean up after dog Inside Park Areas	8' x 12"	2	\$20	\$40
Water – Not for Human Consumption Next to Water	8' x 12"	2	\$20	\$40
All dogs ⇨ Inside double gate	6' x 12"	1	\$15	\$15
⇧ Small dogs only Inside double gate	6' x 12"	1	\$15	\$15
DP Parking Sign + post	16" x 20"	1	\$20	\$20
Disc Golf – Primary Sign	Update	1		FDDP Volunteer ²
Disc Golf # 4 sign	Update	1		FDDP Volunteer ²
Disc Golf # 5 sign	Update	1		FDDP Volunteer ²
Total estimate for signs				Purchase \$280 + tax = 310 Labor - FDDP

¹ All sign to be approved by Dayton Public Works

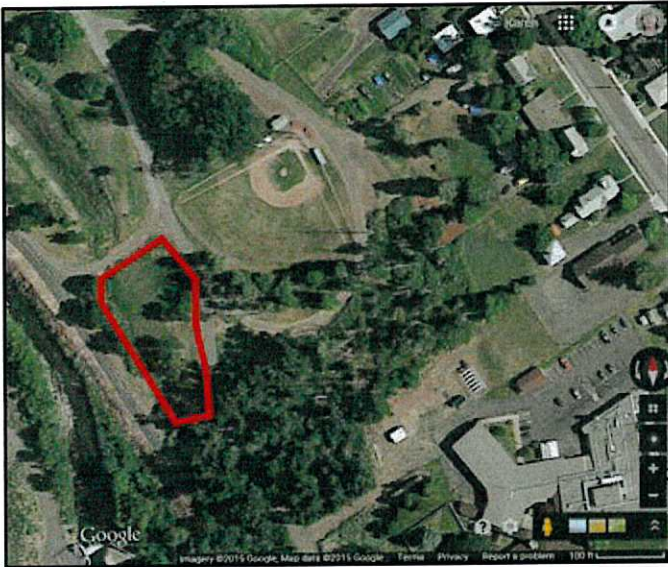
² Under the direction of Dayton Public Works

DAYTON DOG PARK - FENCING & IRRIGATION



<p>1. Fencing</p> <ul style="list-style-type: none"> • 4' high chain link • Perimeter approx. 700 to 715 ft. in length, • 3' off park drive • Posts – 8 ft. apart & cement every 3rd post. 	<p>4. Irrigation ———— COMPLETED</p> <ul style="list-style-type: none"> • Spacing approx. 40 ft. <p><i>Extra parts to be returned for refund back to Friends of the Dog Park. 10/13/16</i></p>
<p>2. Gates</p> <ul style="list-style-type: none"> • Maintenance gates 8' minimum. • Dog Park double gates – configuration TBD 	<p>5. Water for Dogs - ———— COMPLETED</p> <p>City water in irrigation pipe,  not for human consumption.</p> <p>Dog Park - 0.6 acres</p>
<p>3. ADA surfacing and area at entry – TBD</p> <p>Future detail to be provided</p> <p><i>Plan is approximate and based on City GIS; as-built irrigation info. from Rob Johns, Public Works; draft Irrigation plan, SPVV, and preliminary fencing plan by Friends of the Dog Park.</i></p>	

DAYTON IS GETTING A DOG PARK!!



Join the Friends of Dayton Dog Park!

For more information call:
Candy Jones 509-382-4609
Ashly Beebe 907-306-7656



Like Us on Facebook

<https://www.facebook.com/groups/friendsofdaytonWAdogpark/>

Help us fundraise in 2017
to complete the park!

*Cash donations also
accepted*

Own a business and want to
get your name out there?

Ask about the Annual
Donation Advertising
Program



Attachment 4



FRIENDS OF THE DAYTON DOG PARK ESTIMATED CONSTRUCTION BUDGET



TOTAL CONSTRUCTION COSTS			
FUND SOURCE:	FDDP	CITY	COMMENTS
PHASE 1 COMPLETED in 2016			
Site prep. & irrigation system	\$2,912	\$2,985*	
PHASE 2 CONSTRUCTION FUNDING - 2017			
Fencing, waste receptacles, signage (rules & directional), Shoreline Permit & trees for mitigation.	\$9,426	\$0	See details attached regarding matching grant.
PHASE 3 FUTURE CONSTRUCTION FUNDING - 2017 (After Opening of Dog Park)			
Park sign, ADA surfacing, furniture, & agility equipment	\$1,000	\$25*	
All PHASES - TOTAL COST EST. <i>Details attached -</i>	\$13,338	\$3,010*	*Est. value City labor

DOG PARK MAINTENANCE FUNDING			
FUND SOURCE:	FDDP	CITY	COMMENTS
LAWN			
Mowing & Trimming Approx. 26 weeks x 2 hrs	0	\$1,316	Labor for season @\$25.31 hr.
Irrigation	0	TBD	Water for season
Fertilizer & other	0	TBD	Per season
OTHER			
Benches, table, & signs	\$30	0	Paint & cleaning
Doggy waste bags	\$80	0	1,000 bags per year
Establish replacement fund per year addition	\$100 min.	0	
Yearly Estimate	\$210	TBD	

PHASE 1 COMPLETED in 2016			
FUND SOURCE:	FDDP	CITY	COMMENTS
SITE PREPARATION			
Dirt hauled to site & site leveling Costs assoc. w/City's Front St. Project (est. cost of \$1,700)	0	0	<ul style="list-style-type: none"> • Two dead trees removed • 6-8 inches of soil added across 0.6 acres • 20 loads w/10 yards & 4 w/ 5 yards = 220 yards
Relocation of Disc Golf Costs assoc. w/City's Front St. Project (4 hrs. @25.31=\$101)	0	0	Relocate #4 & #5
Removal of rocks - value in-kind for 30 hrs. at \$10 per hr.*	\$300	0	community service/donated
IRRIGATION			
Landscape Architect – Irrigation Plan	\$425	0	
Install irrigation Donated value	0	\$2,658	Labor est.– 35 hrs x 3 = 105 hours x \$25.31=
Irrigation materials est.	\$1800		
LAWN			
Seeding of grass & taping off area		\$127	5 hrs x \$25.31=
Seed		\$200	
OTHER			
Newspaper announcements	\$57		
Misc. fundraising costs*	\$30		
Items - fundraising resale *	\$300		
<i>*value of donated items</i>			
SUBTOTALS	\$2,912	\$2,985	



ATTACHMENT 5. P2

PHASE 2 CONSTRUCTION FUNDING - 2017			
FUND SOURCE:	FDDP	CITY	COMMENTS
FENCING & GATES			
Materials – Fencing, poles, gates and cement	\$4,426	0	\$3976 plus \$450 for cement required for poles
Labor value	\$3,000	0	Labor to be donated.
WASTE CONTAINERS			
2 Waste bag systems, garbage cans, etc.	\$1,000	0	
SIGNAGE			
Signage - See Attach. 2 B	\$400	0	Signs and labor
Disc Golf Sign Revisions/ Volunteer & paint	\$100	0	Main Sign, #4, & #5
VEGETATION – SHORELINE MITIGATION			
3 Trees – 8-10 ft. min. 3 Trees – 4-6 ft. min.	\$500	0	Trees, fencing cage & labor
PHASE 2 COST EST TOTAL			
	\$9,426	\$0.00	
OR ...			
PHASE 2 COSTS w/CITY MATCH (<i>seed money</i>)	\$6,926	\$2500	Grant – Community Non-profit requiring matching funds

PHASE 3 FUTURE CONSTRUCTION FUNDING 2017 (After Opening of Dog Park)			
FUND SOURCE:	FDDP	CITY	COMMENTS
SIGNAGE			
Friends of Dayton Dog Park Primary Sign	\$300	0	Sign & labor
ADA SURFACING			
ADA at entrance areas To be designed	\$100	0	Brick, hard packed gravel or other approved surface & labor
WATER			
WATER AREA –gravel, pad, trough & support for pipe	\$100	\$25	City Labor- support for pipe & valve
FURNITURE			
Seating 3 Benches, 1 Table	\$500	0	
AGILITY EQUIPMENT			
Movable or permanent	TBD	0	
PHASE 3 COST EST. SUBTOTAL			
	\$1,000	\$25	<i>Does not incl. agility</i>



ATTACHMENT 5, P 3

01/23/2017

Agenda Item No. 5 (A) & A(i)



CITY OF DAYTON PLANNING DEPARTMENT

111 S 1st St, Dayton, WA 99328

509-540-6747 – kscharer@daytonwa.com

Date: January 10, 2017

To: Mayor Craig George, and, Councilmembers Delphine Bailey, Christine Broughton, Dain Nysoe, Kathy Berg, Byron G. Kaczmariski, Michael Paris and Zac Weatherford

From: Karen Scharer, Planning Director

Action Requested: By resolution on Jan. 23, 2017, approve the 2019 CP and DR Update: Work Program (Exhibit A) and Public Participation Plan (Exhibit B)

The purpose of the attached work program and public participation plan is to notify and guide all stakeholders of the outreach, process, and project scope associated with the 2019 Comprehensive Plan and Development Regulations Update (2019 CP and DR Update).

The public and stakeholder groups were invited to comment by newspaper notice, email notice to agencies, tribes and community groups; and posting of notice on the City website, at City Hall, Dayton Library and Dayton Mercantile. Key stakeholders identified by the city were also invited to review and comment.

Comments received were incorporated into the documents prior to and as a result of testimony at the Dec. 12, 2016 Planning Commission Public Hearing. In response to testimony, the Planning Commission included a specific note to assure the review/update of zoning regulations associated with alternative housing types (see Work Program Page 10).

After the close of the public hearings, the Dayton Planning Commission finalized their recommendation as enclosed. Subsequent to the Planning Commission's recommendation, the Work Program has been further updated in reference to the "Complete Streets" efforts in 2017, (see Page 1, 2nd paragraph; and, Page 7, first bullet point).

Attachments:

Resolution # _____

Exhibit A – Work Program

Exhibit B – Public Participation Plan

cc: Trina Cole, City Clerk/Treasurer
Jim Costello, Public Works Director

RESOLUTION NO. 1299

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, APPROVING THE WORK PROGRAM AND PUBLIC
PARTICIPATION PLAN FOR THE 2019 PERIODIC COMPREHENSIVE
PLAN AND DEVELOPMENT REGULATIONS UPDATE.**

WHEREAS, the purpose of this resolution is to establish the work program and public participation plan for the 2019 Periodic Comprehensive Plan and Development Regulations Update (2019 CP Update).

WHEREAS, the public was invited to comment via newspaper notice, notice to agencies, tribes and community groups; and posting of notice on the City website, at City Hall, Dayton Library and Dayton Mercantile. Key stakeholders identified by the jurisdiction were also invited to review and comment. Public hearings for the work program and public participation plan were held on Nov. 15 and Dec. 12, 2016 by the Dayton Planning Commission.

WHEREAS, the Dayton Planning Commission discussed the work program and public participation plan at their March 29, July 20, and Dec. 12, 2016 meetings. After the close of the public hearings, on Dec. 12, 2016, the Dayton Planning Commission finalized their recommendation the Dayton City Council.

WHEREAS, the Dayton Planning Commission serves the City Council making advisory recommendation to the Dayton City Council in the matters of land use, plans, policies, codes and standards.

NOW, THEREFORE, the City Council of the City of Dayton, Washington does hereby resolve as follows:

Section 1. The 2019 CP Update Work Program attached as Exhibit A and Public Participation Plan attached as Exhibit B to this resolution are adopted.

ADOPTED by the City Council of the City of Dayton, Washington this ____ day of January, 2017.

Craig George, Mayor

Authenticated By:

Trina Cole, City Clerk-Treasurer

City of Dayton 2019 Comprehensive Plan and Development Regulations Work Program

Work Program approved by the City Council, Resolution # _____ on _____

Staff Contact: Karen Scharer, AICP, Planning Director

The City of Dayton is performing a periodic review and update of its Comprehensive Plan and development regulations by June 30, 2019. The State Growth Management Act (GMA) mandates the update to ensure the plan and regulations factor in changed conditions and are current with State law. Dayton last completed a comprehensive update in 2007-2008. Development regulations to implement the 2008 Comprehensive Plan were adopted in 2013.

Since then the City has completed two “annual” updates for years 2014 and 2015. Both Comprehensive Plan (CP) and development regulation (DR) were adopted. In 2017, the City plans to amend the Historic Element of the CP and DR’s associated with historic preservation; complete the Shorelines Master Program final adoption adding policies to the CP and DR’s; and lastly consider adoption of “Complete Streets” policy and/or codes.

The Periodic Comprehensive Plan and development regulations review and update is a substantial project which typically takes about two years to complete (with substantial outside consultant support). The Dayton work program for the review and update will primarily rely on City staff and the staff support of state and local governmental agencies. However, it is recognized that there is a need for technical and legal support to fully address the requirements under GMA, analyze the city’s capital facilities and transportation system. The city will be seeking grants to cover these costs so to complete this effort by June 2019.

The work program defines the scope for the 2019 CP and DR Update. The majority of changes to the plan are general in nature unless otherwise noted herein, such as changed conditions to the population mix, economic conditions, recognition of planning efforts of other public agency and changes needed to meet statutory requirements of the Growth Management Act (GMA). Staff reviewed and considered the GMA Update Checklists provided by the Washington State Department of Commerce during the development of this work program.

This work program was reviewed by both the Dayton Planning Commission and the City Council’s Planning Committee, as well as, other stakeholders during the Spring and Fall of 2016. Final implementation of the work program will be the City Council adoption of the 2019 CP and DR Update. Adoption is targeted for the Winter of 2019.

Dayton Comprehensive Planning 2019 PUBLIC PARTICIPATION PROGRAM

Dayton Planning Commission Recommendation of 12/12/2016

A. PURPOSE AND MISSION:

Public participation is an essential part of the City of Dayton's planning process. This public participation program provides the framework for public input on the review, amendment, and ultimate update of the city's comprehensive plan.

In designing this public participation program, the City of Dayton attempts to involve the broadest cross-section of the community, particularly encouraging both groups and individuals not previously involved in planning. Early, continuous, effective public participation will result in a comprehensive plan that assures the community's desired future, while meeting the mandates of the Washington State's Growth Management Act (GMA).

B. REQUIREMENTS OF THE ACT

GMA requires that the City of Dayton establish procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations. The procedures described below for the City of Dayton Update Process will achieve the following:

1. Early and continuous participation

From the onset of the process, including the creation of the participation program, the Planning Commission and city staff will ensure expansive and effective public involvement by using methods that include surveys, information bulletins, and distribution lists for all interested parties to receive regular notices, meeting advertisements, and updates. The public will be well advised of the opportunities for involvement and particularly encouraged to participate in the drafting and review of the proposed updates to the Comprehensive Plan.

2. Communication and information programs

City staff will use all available means to encourage participation at all levels, through outreach and educational efforts, including presence at public events, appearances at social group meetings, webpage with timely updates for 2019 Comp Plan Update project,

A bulletin-type publication will be posted, and updated regularly, at key locations in the City. This bulletin is designed to describe the Comprehensive Plan and the update process, outline opportunities for public involvement, and provide contact information, including the web site, and email, address for public inquiry and comment. Detailed information and progress reports will be available for local organizations and media outlets, such as local newsletters and news articles. Additionally, social media links *may* be used.

City link to project webpage:

www.daytonwa.com/inside-city-hall/departments/planning-department/long-range-planning/comprehensive-plan-draft-updates

3. Public meetings with adequate notice

All public meetings concerning the Comprehensive Plan will be advertised. Formal public notices will be posted and published in consistent locations.

- Dayton City Hall, 111 S. 1st Street, Dayton
- Dayton Memorial Library, 111 S. 3rd Street, Dayton
- Dayton Mercantile, 516 West Main Street, Dayton

Notice in the city official newspaper will be published at key times for public involvement. Interested parties will be further notified through an email notice distribution list, providing process updates and meeting details.

4. Provisions for open discussion

Open discussion will result from a fair and open process, with various opportunities for public input. Public workshops will be advertised and made accessible to the broadest audience possible. Discussion will be ensured and encouraged by holding workshops, welcoming stakeholders to review drafts, holding public hearings prior to adoption of amendments, and well-noticed public comment periods.

5. **Opportunity for written comments**

Written comments will be accepted and encouraged at all venues and in various forms, including email messages. Notice of public comments periods will encourage written comments and provide contact information, especially on draft comprehensive plan updates. Comments should be addressed to the City of Dayton Planning Dept., 111 S. 1st Street, Dayton, Washington 99328; PH 509-540-6747; or E-mail kscharer@daytonwa.com.

Planning staff will encourage public comments be in writing so they can be forwarded to the DPC and be officially recognized, and/or to the City Council for recognition. Comments will be posted on the project webpage for easy access by the DPC and City Council.

6. **Consideration and “fair response” to public comments**

All written comments on draft proposals and alternatives will be accepted and brought to the attention of the Dayton Planning Commission for their consideration. Written comments will also be kept on file for public review.

City Planning Staff will acknowledge the receipt of written comments by sending a reply when comments include a mailing or email address. Those commenting via email will receive notification of following opportunities for involvement.

7. **Broad dissemination of proposals and alternatives**

Draft proposals and alternatives will be broadly disseminated to the community. A bulletin-type publication, posted at the locations below to provide general information about the process, will direct the public to the project webpage and city hall for reviewing the materials.

- Dayton City Hall, 111 S. 1st Street, Dayton
- Dayton Memorial Library, 111 S. 3rd Street, Dayton
- Dayton Mercantile, 516 West Main Street, Dayton

C. PROGRAM POLICIES AND PROCEDURES:

Throughout the Comprehensive Plan update process, the City of Dayton will maximize citizen involvement opportunities and maintain compliance with DMC Title 10 provisions regarding notice and comment periods. However, this participation program specifically details the comprehensive update process, striving for city-wide participation as opposed to the previous annual comprehensive amendment process which tends to focus on isolated issues or properties. Efforts will continue to make the process open and accessible to all concerned parties and to make related materials and presentations easily understood by the citizens of Dayton.

1. STAGES of the COMPREHENSIVE UPDATE PROCESS:

a. **Visioning Stage: Review of the Comprehensive Vision and Goals**

Public participation efforts begin with a visioning process in which the public is invited to participate to broadly define the desired community future. Workshops will be held preferably at City Hall or other venues to encourage attendance.

Broad community discussions have already started through the “Community Conversations” held in May and August 2016 by the Walla Walla Community Council, www.wwCommunityCouncil.org and Pomegranate Center, www.Pomegranate.org. These two organizations have provided Dayton with a jump start in the City visioning process by the community conversations determining the top priorities on the regional level and other important topics identified more locally.

From there, a review of the existing Comprehensive Plan’s vision, goals, policies, and implementation strategies will be completed to determine how best to revise the current plan. Additionally, within the discussion on the community’s vision and implementation strategies, Columbia County-wide planning policies and Washington State mandates will be examined. As the foundation for the update, the visioning results will be presented to both the Planning Commission and the City Council for further feedback and recommendations.

b. **Drafting Stage: Update Drafts to Support Revised Goals and Visions**

The actual development of the concepts for the update will be through open-membership, community-based and technical-based focus groups. Members of the City Council and Planning Commission will be included in these forums.

Draft updates will be reviewed during a comment period. Documents will be distributed to the community and to various stakeholders and agencies. Workshop/discussion groups will be held for additional policy and objective evaluation.

Finally, the Planning Commission and the City Council Committees will co-host public workshop(s) on the draft update before staff finalizes the update for formal public hearings.

c. Adopting Stage: Proposed Updates for a Comprehensive Revision

The Comprehensive Plan Update will be conducted through public, noticed hearings at which community members and interested parties will be encouraged to participate. Public Hearings will be held by the Planning Commission with notices and written comment periods. At hearings, all persons desiring to speak will be allowed to do so, consistent with time constraints. Optionally, the City Council may also choose to hold public hearings before adoption.

2. ROLES in the COMPREHENSIVE UPDATE PROCESS:

- a. As outlined above, the Dayton Planning Commission and/or City Council Committee will hold workshops during the update process for the Comprehensive Plan. Following the City Council's final adoption of comprehensive plan updates and supplemental development regulations, the DPC will monitor implementation and compliance. The DPC will hold public meetings to provide information on how implementation is progressing and to receive public input on further changes that may be needed. When amendments are proposed for adoption, the same public hearing procedure should be followed as attended in the update adoption process. Public participation and comprehensive planning are iterative and continuous.
- b. Planning staff will provide frequent progress reports on the update to the DPC and the City Council, including verbal reports during regular meetings. Focus group work, each officially chaired by a Dayton Planning Commissioner, will be coordinated through staff, and presented as a whole to the public, the Planning Commission, and the City Council.
- c. Members of the Planning, Public Works, and the City Clerk's Office, and other agencies will provide technical assistance throughout the process, which may include attendance at neighborhood meetings, focus group meetings, and other opportunities.
- d. The City will support the review and participate in meetings for amendments to any County Wide Policies and UGA boundary amendments as may be proposed by Columbia County. Additionally, the City will support and participate in development of goals, policy, and objectives of special districts, and other area organizations when connected to the interests of the City of Dayton.

Appendix A

Interested Parties and Stakeholder Audience - Outreach Type

Key Stakeholder	Example	Outreach Examples
<p>Council Commissions</p>	<ul style="list-style-type: none"> • City Council • Planning Commission • Historic Preservation 	<ul style="list-style-type: none"> • Staff Briefings • Work Sessions (open to the public) Visioning & GPO • Commission briefings (open to public) • Public Meetings • Public Hearings
<p>Advisory Committees</p>	<ul style="list-style-type: none"> • Technical Advisory Committee • Citizen Advisory Committee • City Council Committees 	<ul style="list-style-type: none"> • Work Sessions (open to the public) Visioning & GPO • Committee Meetings (open to the public)
<p>General Public</p>	<ul style="list-style-type: none"> • Property owners • Other interested parties 	<ul style="list-style-type: none"> • Orientation Meetings • Focus Groups • Public Hearings • Website • Email Updates • City-Wide Mailing/ Utility Billings • Targeted Mailings • Newspaper Notices • Posters and Bulletin • Board Postings • City Gatherings/Festivals
<p>Specific Interest Groups</p>	<ul style="list-style-type: none"> • Port of Columbia • Historic Preservation • Dayton Development • Downtown Merchants • Chamber of Commerce • Columbia Coalition • Organized Sports Teams • Senior Citizens • Schools 	<ul style="list-style-type: none"> • Attend organization or interest group meetings • Meetings for specific topics • Targeted Mailings

Appendix B

GMA Laws and Rule References:

RCW 36.70A.020 GMA Goal 11: Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

RCW 36.70A.035 Public Participation Notice Provision

RCW 36.70A.140 Comprehensive Plans, Ensure Public Participation

RCW 36.70A.020 - Planning goals.

The following goals are adopted to guide the development and adoption of comprehensive plans and development regulations of those counties and cities that are required or choose to plan under RCW 36.70A.040. The following goals are not listed in order of priority and shall be used exclusively for the purpose of guiding the development of comprehensive plans and development regulations:

- (1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.
- (2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.
- (3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.
- (4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.
- (5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.
- (6) Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.
- (7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.
- (8) Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses.
- (9) Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.
- (10) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.
- (11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.
- (12) Public facilities and services. Ensure that those public facilities and services necessary to

support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

(13) Historic preservation. Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.

[2002 c 154 § 1; 1990 1st ex.s. c 17 § 2.]

NOTES: For a 14th goal: See RCW 36.70A.480.

36.70A.035 Public participation—Notice provisions.

(1) The public participation requirements of this chapter shall include notice procedures that are reasonably calculated to provide notice to property owners and other affected and interested individuals, tribes, government agencies, businesses, school districts, group A public water systems required to develop water system plans consistent with state board of health rules adopted under RCW 43.20.050, and organizations of proposed amendments to comprehensive plans and development regulation. Examples of reasonable notice provisions include:

- (a) Posting the property for site-specific proposals;
- (b) Publishing notice in a newspaper of general circulation in the county, city, or general area where the proposal is located or that will be affected by the proposal;
- (c) Notifying public or private groups with known interest in a certain proposal or in the type of proposal being considered;
- (d) Placing notices in appropriate regional, neighborhood, ethnic, or trade journals; and
- (e) Publishing notice in agency newsletters or sending notice to agency mailing lists, including general lists or lists for specific proposals or subject areas.

(2)(a) Except as otherwise provided in (b) of this subsection, if the legislative body for a county or city chooses to consider a change to an amendment to a comprehensive plan or development regulation, and the change is proposed after the opportunity for review and comment has passed under the county's or city's procedures, an opportunity for review and comment on the proposed change shall be provided before the local legislative body votes on the proposed change.

(b) An additional opportunity for public review and comment is not required under (a) of this subsection if:

- (i) An environmental impact statement has been prepared under chapter 43.21C RCW for the pending resolution or ordinance and the proposed change is within the range of alternatives considered in the environmental impact statement;
- (ii) The proposed change is within the scope of the alternatives available for public comment;
- (iii) The proposed change only corrects typographical errors, corrects cross-references, makes address or name changes, or clarifies language of a proposed ordinance or resolution without changing its effect;
- (iv) The proposed change is to a resolution or ordinance making a capital budget decision as provided in RCW 36.70A.120; or
- (v) The proposed change is to a resolution or ordinance enacting a moratorium or interim control adopted under RCW 36.70A.390.

(3) This section is prospective in effect and does not apply to a comprehensive plan, development regulation, or amendment adopted before July 27, 1997. 015 c 25 § 1; 1999 c 315 § 708; 1997 c 429 § 9.]

RCW 36.70A.140 Comprehensive plans—Ensure public participation.

Each county and city that is required or chooses to plan under RCW 36.70A.040 shall establish and broadly disseminate to the public a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans. The procedures shall provide for broad dissemination of proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, communication programs, information services, and consideration of and response to public comments. In enacting legislation in response to the board's decision pursuant to RCW 36.70A.300 declaring part or all of a comprehensive plan or development regulation invalid, the county or city shall provide for public participation that is appropriate and effective under the circumstances presented by the board's order. Errors in exact compliance with the established program and procedures shall not render the comprehensive land use plan or development regulations invalid if the spirit of the program and procedures is observed.

[1995 c 347 § 107; 1990 1st ex.s. c 17 § 14.]

**OVERVIEW of WORK PROGRAM SCHEDULE
2019 Comprehensive Plan (CP) and Development Regulations (DR)**

Winter = W Spring = SP Summer = SU Fall = F

	2016	2017			2018			2019	
TIMEFRAME	F	W-SP	SP-SU	F	W	SP-SU	F	W - SP	
Public Engagement		WS	Draft	WS / CMT	Review	Testimony	Testimony		
CP ELEMENT UPDATE									
Land Use		WS	Data/Draft	WS / CMT	SEPA	DPC-PH	CC-PH	CP 2019 CITY COUNCIL ADOPTION	
Housing		WS	Data/Draft	WS / CMT	SEPA	DPC-PH	CC-PH		
Economic Development		WS	Data/Draft	WS / CMT	SEPA	DPC-PH	CC-PH		
Capital Facilities		WS	Data/Draft	WS / CMT	SEPA	DPC- PH	CC-PH		
Transportation		WS	Data/Draft	WS / CMT	SEPA	DPC- PH	CC-PH		
Utilities		WS	Data/Draft	WS / CMT	SEPA	DPC- PH	CC-PH		
Parks		WS	Data/Draft	WS / CMT	SEPA	DPC-PH	CC-PH		
<i>Consistency w/Other Agency Plans</i>									
Historic	WS CMT	DPC-PH & CA							
Shorelines		CA							
DR UPDATE									
	2015-16	2017			2018			2019	
		W	W	SP-F	W	SP - SU	F	W	SP - F
Public Engagement		Testimony			WS	DRAFT	Review	Testimony	
Zoning, Development Standards & Other DR's					WS	Data Draft	SEPA	DPC PH	CC-PH & CA
Historic DR's	WS CMT	DPC-PH & CA							
Shorelines	WS CMT		CA						

LEGEND

- C = City Council
- CA = City Council Adoption (Final Ord.)
- CMT = Comment
- Data = Data Collection
- DPC = Dayton Planning Commission
- Draft = Draft Comprehensive Plan Element
- PH = Public Hearing
- SEPA = State Environmental Policy Act Threshold Determination
- WS = Workshops

CALENDAR

W Winter Jan. – March
 SP Spring April – June
 SU Summer July – Sept.
 F Fall Oct. – Dec.

PUBLIC ENGAGEMENT SYNOPSIS

Public engagement includes:

- “Community Conversation” meetings with the Walla Walla Community Council during the Summer and Fall of 2016
- Visioning meetings on CP Elements/topics during the Winter/Spring 2017.
- Workshops with public, community groups, agencies, Dayton Planning Commission and City Council Members participating Winter & Spring 2017
- Public participation and notice provisions implemented per DMC Chapter 10.09.
- Planning Commission and City Council review of amendments to CP and DR’s with input by focus groups
- Planning Commission public hearings – oral and written testimony by public and agencies
- Council Public Hearings - oral and written testimony by public and agencies
- Council adopts ordinance(s) to finalize CP & DR’s by June 30, 2019

COMPREHENSIVE PLAN 2019 UPDATE

LAND USE ELEMENT

Staff Lead: Karen Scharer, Planning Director

Policy Lead: City Council

Support: Dayton City Council Planning Committee

Support: Dayton Planning Commission

Data Advisors: Brad Masters, and Port of Columbia; and Kim Lyonnais, Columbia Co. Planning Dept.

Consultant: None

Previous Updates: 2008, and update of land use maps with GIS tools in the 2014 and 2015 CP.

REVIEW / UPDATE

- Update Goal statements
- Revise planning period to 2019 – 2039
- Update discussion of GMA goals, including references to new Shoreline Master Program, subarea plans which are to be adopted in 2016
- Update discussion of how County-Wide Planning Policies directs the need for plan revisions
- Update Dayton Community Profile
- Update Dayton land distribution information currently dated 2007
- Update the Dayton Future Land Use Map including to reflect needs for revised and new mix land uses; and, lands useful for public purposes
- Add goals & policies to address health issues and promote physical activity
- Add goal and supporting policies that addresses Sustainable development patterns and supporting infrastructure
- Update Dayton's and UGA 20-Year Population Forecasts
- Develop - Existing Land Use and Existing Residential Density Charts; Commercial/Industrial Vacant Land Supply Analysis; Net Buildable Industrial Land Table
- Address with County the desire vs. need for an airport as listed in CP 2008 Community Objective # 7
- Update inventory and projected needs for public buildings, facilities and services over the 20-year planning period for public agencies
- Review of drainage, flooding, and stormwater run-off and provide guidance for corrective actions to mitigate or cleanse those discharges that pollute waters of the state
- Update other information as appropriate

HOUSING ELEMENT

Staff Lead: Karen Scharer, Planning Director

Policy Lead: City Council

Support: Dayton City Council Planning Committee

Support: Dayton Planning Commission

Consultant: None

Primary Data Advisors: Brad Masters, Port of Columbia; and Kim Lyonnais, Columbia County;

Previous Update: 2008

REVIEW / UPDATE

- Update discussion of GMA goals as needed, including references to new Shoreline Master Program, and water system plan which will be adopted by the City in 2016
- Update discussion of how County-Wide Planning Policies directs the need for plan revisions'
- Update housing patterns, trends and projections to 2039
- Update information on Federal, State and local financing programs
- Update housing services provided by public and private service agencies
- Update information on Housing Needs Gap
- Update housing goals and policies to address applicable goals and policies for sustainable development
- Address Cottage Housing alt. as an affordable housing strategy
- Address availability of land suitable for "temporary" housing and/or recreational vehicle park availability for an "extended" time period
- Senior transitional housing and aging in place
- Consider policies to support rental/residential inspections programs
- Update regulatory barrier assessment, City-wide housing needs, and existing and future housing needs to year 2039

ECONOMIC DEVELOPMENT ELEMENT

Staff Lead: Karen Scharer, Planning Director*

Policy Lead: City Council

Support: Dayton City Council Planning Committee

Support: Dayton Planning Commission

Consultant: None

Outside Agency Data & Policy: Brad Masters Economic Coordinator, SWEDA and Columbia Co. ADO*
Jennie Dickinson, Manager, Port of Columbia;

Previous Update: 2008 with minor amendments in 2015

REVIEW / UPDATE

- Update economic development element for consistency with regional economic plans, and county wide policies, as needed.
- Update summary of the local economy such as population, employment, payroll, sectors, businesses, sales, and other information as appropriate;
- Update summary of the strengths and weaknesses of the local economy defined as the commercial and industrial sectors and supporting factors such as land use.
- Update policies, programs, and projects, as needed, to foster economic growth and development and to address future needs.
- Address needs for adequate zoning for industrial and commercial zoning.
See RCW 36.70A.070(7)

** Shared Lead*

CAPITAL FACILITIES ELEMENT

Lead: Craig George, Mayor

Support: Trina Cole, City Clerk - Treasurer

Support: Jim Costello, Public Works Director

Support: Karen Scharer (for Other Agencies)

Policy Lead: City Council

Support: Dayton Planning Committee and Finance Committee

Support: Dayton Planning Commission

Primary Data Advisors: Anderson Perry, Inc, and Palouse RTPO

Consultant: TBD -as needed.

Previous Update: 2008, with a minor amendment completed in 2015 primarily City Facilities.

REVIEW / UPDATE

- Update Inventory(s) of capital facilities
- Update Capital Improvement Six Year Plan construction projects; identify funding sources and reassess Land Use Plan if funding shortfall.
- Update Capital Improvement Long Range 20 Year Plan
- Identify need and location of expanded or new capital facilities.
- Identification of public facilities on which money is to be spent (water and wastewater)

TRANSPORTATION ELEMENT

Lead: Craig George, Mayor

Support: Trina Cole, City Clerk - Treasurer

Support: Jim Costello, Public Works Director

Support: Karen Scharer (for Other Agencies)

Policy Lead: City Council -

Support: Dayton City Council Transportation Committee and Planning Committee

Support: Dayton Planning Commission

Consultant: Anderson Perry, Inc. City Engineer (Data Advisor)

Agency Advisor: Data & Policy- Mr. Shaun Darveshi, Palouse Regional Transportation Planning Organization (PRTPO), Per RCW 47.80.023

Support: Dayton Planning Commission

Consultant: TBD -as needed.

Previous Update: 2008

REVIEW / UPDATE

- Update to goals and policies (Complete Street related policy/code update in 2017)
- Update existing conditions and operations currently dated 2007 to reflect new improvements and needs
- Forecast of traffic for at least 10 years, local and state
- Forecast Rail needs (Port)
- Update pedestrian and bicycle component and include map
- Identify any planned TDM strategies
- analysis of future funding capability
- Update planned improvements and future operations to 2039 (*costs not included*)
- Update multiyear financing plan based on needs identified in the comprehensive plan
- Provide gap analysis and address funding shortfalls, funding alternatives, impact to land use plan (6 yr.)

- Describe intergovernmental coordination efforts Columbia Co., Port of Col., Blue Mountain Regional Trail Org., WSDOT & PRTPO

UTILITIES ELEMENT

Staff Lead: Karen Scharer, Planning Director

Support: Jim Costello, Public Works Director

Policy Lead: City Council

Support: City Council Emergency Management Committee

Support: Dayton Planning Commission

Primary Data Advisors: Pacific Power, REA, Internet and other telecom providers

Consultant: None

Previous Update: 2008 with minor updates to background information in 2015.

REVIEW / UPDATE

- Update discussion of GMA goals, if needed
- Update general location, proposed location and capacity for gas, electric, cable TV and telecommunications to year 2039
- Add new section(s) to address new technologies
- Update overall utility policies as appropriate
- Incorporate provisions regarding Essential Facilities, as needed
- Update/reassess Land Use Element, as needed

PARK, RECREATION AND OPEN SPACE ELEMENT

Staff Lead: Karen Scharer, Planning Director

Policy Lead: City Council

Support: Trina Cole, City Clerk - Treasurer

Support: Jim Costello, Public Works Director

Support: Dayton Parks Board

Support: Dayton Planning Commission

Consultant: No

Previous Update: 2014 with Cooperative Master Recreational Plan

REVIEW / UPDATE

- Update to program and plan elements based on community conversation survey and changed conditions
- Update GIS mapping of parks and trails
- Update to financing strategies including review of user & impact fees

SHORELINES ELEMENT

Staff Lead: Karen Scharer, Planning Director

Policy Lead: City Council

Support: Dayton Planning Committee

Support: Dayton Planning Commission

Consultant: URS /AECOM

Previous Update: 1975, Current update under State review, final adoption 2017

UPDATE

- New Shoreline Master Program – No Net Loss

HISTORIC ELEMENT

Staff Lead: Karen Scharer, Planning Director

Policy Lead: City Council

Support: Dayton Planning Committee

Support: Dayton Planning Commission

Support – Dayton Historic Preservation Commission

Agency Support Kim Gant, DAPH and Chris Moore, WTHP

Consultant: No

Previous Update: 2008 and 2015 w/Downtown Dayton Historic District Design Guidelines & Subarea Plan

REVIEW / UPDATE

- Address balancing historic preservation and property rights
- Add policies and update goals and objectives to support update of City codes and processes
- Develop consistencies between City goals, policies, objectives, and codes for preservation

CONSISTENCY – CWP, REGIONAL PLANS & ELEMENTS

Staff Lead: Karen Scharer, Planning Director & others noted above

Policy Lead: City Council

Support: Dayton Planning Committee

Support: Dayton Planning Commission

Support: Others noted above

Consultant: See above

Agency Advisors: See above

Previous Update: 2008, with minor updates considered annually

REVIEW / UPDATE

- Planning Period: 2019 - 2039
- Update description of the Urban Growth Boundary and designate future use.
- Update discussion of GMA goals, including references to new Shoreline Master Program, subarea plans
- Update discussion of County-Wide Planning Policies to incorporate recent revisions
- Update land supply analysis, Dayton and UGA 20-Year Population Forecasts, buildable land and dwelling unit estimate at buildout

DEVELOPMENT REGULATIONS

Staff Lead: Karen Scharer

Policy Lead: City Council, Council Committees or others as appropriate

Consultant Agency Advisors: As noted above for policy

Previous Updates Since the 2008 CP adoption, regulations have been updated in 2013, 2014 and 2015. The amendments listed below are needed to address changes in State law, and implement current and proposed policy.

REVIEW / UPDATE

Historic Pres.

- Reduce review time of COAs & STVs, while maintaining compliance with the Open Public Meetings Act.
- Adopt Historic Preservation Code amendments consistent with Comprehensive Plan.
- Add Historic Preservation incentives as appropriate.

Shorelines - No net loss.

Zoning and other – Implement Comp Plan Policies and Objectives as determined through update process

Housing Alternatives – Implement housing alternatives with options such as: cluster housing, flexible lot standards, cottage housing, or planned unit development (potential zoning amendments).

PRIMARY STAKEHOLDER PARTICIPATION

Legend - Visioning = V Goals, Policy, & Objectives = GPO

	Land Use	Housing	Capital Facilities	Utilities	Transportation	Econ Development	Park	Shoreline	Historic
Community Council	V	V	V	V	V	V	V		
City Council	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO
Planning Commission	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO
Historic Pres.									V & GPO
Council Committee Focus									
Public Safety									
Public Works			ALT		V & GPO		ALT		
Finance			V & GPO		ALT				
Parks & Grounds							V & GPO		
Planning/Econ	V & GPO	V & GPO				V & GPO		98% complete	V & GPO
Personnel									
Emergency Management				V & GPO					
Mayor and Staff									
Craig George Mayor	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO
Karen Scharer Planning	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO	V & GPO
Trina Cole, City Clerk & Finance			V & GPO		V & GPO		V & GPO		
Jim Costello Public Works			V & GPO	V & GPO	V & GPO		V & GPO		

Visioning = V Goals, Policy, & Objectives = GPO	Land Use	Housing	Capital Facilities	Utilities	Transportation	Econ Development	Park	Shoreline	Historic
Consultants/Agencies/Community Groups									
Anderson Perry & Assoc., Inc. Howard Boggs or other			GPO		GPO				
Brad McMasters, Econ. Devel., SWEDA – CEDS & Fed/ADO/Col. Co.	GPO	GPO				V & GPO			
Martha L - Health Dept.	V & GPO		V & GPO						
Fire Dept			V & GPO						
Dayton Schools			V & GPO						
Col. County - PL.	V & GPO	V & GPO	GPO		V & GPO				
Hospital	GPO		V & GPO						
Jennie D – Port of Col.	GPO		V & GPO			V & GPO			
Library District	GPO		V & GPO						
Dayton Development	V & GPO					GPO			GPO
Andrew Holt – Main St/Chamber	GPO					GPO			
Columbia Cares	GPO								
Dayton Depot Hist. Society									GPO
Blue Mountain Heritage									GPO



CITY OF DAYTON PLANNING DEPARTMENT

111 S 1st St, Dayton, WA 99328
509-540-6747 – kscharer@daytonwa.com

Date: January 10, 2017

To: Mayor Craig George, and, Councilmembers Delphine Bailey, Christine Broughton, Dain Nysoe, Kathy Berg, Byron G. Kaczmariski, Michael Paris and Zac Weatherford

From: Karen Scharer, Planning Director

RE: Introduction to Complete Streets Awards

The Complete Streets Award is a new funding opportunity for local governments. The Transportation Improvement Board (TIB) has developed this new funding source to be different from its other grant programs. The Complete Streets Award is flexible money given to any city or county in Washington state who has an adopted complete streets ordinance and shows an ethic of planning and building streets that use context sensitive solutions to accommodate all users, including pedestrians, transit users, cyclists, and motorists.

Dayton will be eligible for an award with the adoption of new policy and/or code addressing “complete streets”. In working with the Palouse Regional Transportation Planning Organization (Palouse RTPO), a 2017 timeline has been prepared for consideration and adoption:

Jan. 23rd – Council introduction

Feb./March – Data Gathering & Public Outreach

April 18th – Regional Complete Streets Workshop, 9am – 2 pm, Delaney Bldg., Hosted by Dayton

April – Draft Complete Streets Ord.

May – Planning Commission Public Hearing

June – City Council consideration and adoption of a Complete Streets ordinance

Further information about Complete Streets will be provided at the Jan. 23, 2017 City Council Meeting. Meanwhile, more about the program is available via these links:

- [Palouse RTPO](#)
- [TIB](#)
- [Revised Code of Washington 47.04.320](#)

cc: Trina Cole, City Clerk/Treasurer
Jim Costello, Public Works Director
Howard Boggs, Technical Manager, Anderson Perry & Associates, Inc



**Transportation Improvement Board (TIB)
Consultant Agreement**

TIB PROJECT NUMBER P-E-924(P01)-1		PROJECT PHASE <i>(check one)</i> <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION City of Dayton – West Main Street (SR 12) Sidewalk Design the construction of new sidewalks from North Pine Street to the Touchet River Bridge.			
CONSULTANT NAME & ADDRESS Anderson Perry & Associates, Inc. 214 East Birch Street / P.O. Box 1687 Walla Walla, WA 99362			
AGREEMENT TYPE <i>(check one)</i>			
<input checked="" type="checkbox"/> LUMP SUM \$21,000			
<input type="checkbox"/> COST PLUS FIXED FEE		OVERHEAD PROGRESS PAYMENT RATE _____ %	
		OVERHEAD COST METHOD	
		<input type="checkbox"/> Actual Cost	
		<input type="checkbox"/> Actual Cost Not To Exceed _____ %	
		<input type="checkbox"/> Fixed Rate _____ %	
		FIXED FEE \$ _____	
<input type="checkbox"/> SPECIFIC RATES OF PAY		<input type="checkbox"/> Negotiated Hourly Rate	
<input type="checkbox"/> COST PER UNIT WORK		<input type="checkbox"/> Provisional Hourly Rate	
DBE PARTICIPATION		WBE PARTICIPATION	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE		MAXIMUM AMOUNT PAYABLE	
December 31, 2017		\$21,000	

THIS AGREEMENT, made and entered into this **23rd day of January, 2017** between the **City of Dayton, Washington**, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I
GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in



Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

**IX
 TERMINATION OF AGREEMENT**

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANTs obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANTs noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANTs failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCYs concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT



for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
VENUE, APPLICABLE LAW AND
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.



- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.


**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By  By _____

Consultant Anderson Perry & Associates, Inc. Agency Dayton, Washington

EXHIBIT A-1 Certification of Consultant

Project No. P-E-924(P01)-1	City/County City of Dayton, Washington
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I hereby certify that I am **Wm. Howard Boggs** a duly authorized representative of the firm of **Anderson Perry & Associates, Inc.** whose address is **214 East Birch Street / PO Box 1687, Walla Walla, WA 99362** and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

_____ January 18, 2017 <i>Date</i>	 _____ <i>Signature</i>
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Certification of Agency Official

I hereby certify that I am the AGENCY Official of the **City of Dayton, Washington** and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

_____ <i>Date</i>	_____ <i>Signature</i>
----------------------	---------------------------

EXHIBIT B-1 Scope of Work

Project No.

P-E-924(P01)-1

Describe the Scope of Work

The work consists of the design and preparation of construction bidding documents for the construction of new sidewalks on West Main Street from North Pine Street to the Touchet River Bridge. The entire project is located within the city limits of Dayton, Washington.

The CONSULTANT shall provide plans, specifications, engineer's estimate, and complete bid documents necessary for the construction of the project.

The work shall include the following:

- Coordinate a project development schedule with the AGENCY and deliver all products within the mutually developed schedule.
- Conduct field surveys and prepare a design survey base map.
- Communicate with the adjacent property owners and attend an informational meeting, if needed.
- If necessary, prepare for and attend up to two AGENCY Council meetings for the project.
- Design improvements including curb and gutters where needed, sidewalks, Americans with Disabilities Act (ADA) ramps, and other related facilities included in the funding application.
- Answer bidder's questions, prepare addendums if needed, attend the bid opening, prepare a bid summary/tabulation, make recommendations to the AGENCY on the construction contract award to the lowest responsive bidder, and perform other related tasks during the bid phase.

The project is anticipated to be categorically exempt from the State Environmental Policy Act. Since there is no instream work, a Joint Aquatic Resource Permit Application should not be needed. A Stormwater Permit from the Washington State Department of Ecology should not be needed, and a Cultural Resource Report should not be required. Therefore, assistance is not included for these items.

Design features shall include:

- The improvements shall be designed to the standards as listed in the TIB application and Washington State Department of Transportation Local Agency Guidelines.
- New sidewalks shall be installed as described in the funding application.
- ADA compliant ramps shall be included at each street crossing.
- Permanent signage and pavement markings will be adjusted/modified as needed.

Documents to be Furnished by the Consultant

1. Up to two sets of preliminary plans for review of approximately 30 and 90 percent completion stages of the project for review.
2. Two sets of bidding documents with engineer's estimate for final review and authorization to advertise for bids. One set each for the AGENCY and TIB.
3. Up to five sets of final bidding documents and an engineer's estimate for the AGENCY's use.
4. Up to 30 sets of bidding documents to be provided to plan centers, potential bidders, and the successful bidder. Plan sets may be provided on CD instead of paper copies if requested.

The AGENCY, at their option, may supplement this Agreement to include construction administration services.

EXHIBIT C-1
Payment
(Lump Sum)

A. Lump Sum Agreement

Payment for all consulting services for this project shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

The maximum amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed and are not to be more frequent than one (1) per month.

C. Final Payment

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT contingent upon receipt of all PS&E, plans, maps notes, reports, and other related documents which are required to be furnished under the AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY and/or the TIB for a period of three years after final payment the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.



Exhibit D-1
TIB ELIGIBLE COSTS
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Project: West Main Street (SR 12) Sidewalk
Prepared By: Wm. Howard Boggs, SET
Date: January 10, 2017

DESIGN ENGINEERING

Anticipated Staff Classification	Estimated Work Hours		Rate		Cost
Senior Drafting Technician V	42	x	\$110		\$4,620
Senior Engineering Technician VII (Project Manager)	30	x	\$165	=	\$4,950
Staff Engineer I	90	x	\$85	=	\$7,650
Senior Engineer IV (Principal)	4	x	\$160	=	\$640
Project Engineer IV	10	x	\$125	=	\$1,250
Survey Technician IV	10	x	\$80	=	\$800
Professional Land Surveyor IV	4	x	\$130	=	\$520
			Subtotal	=	\$20,430
			Reimbursables (mileage, robotic survey station, etc.)	=	\$570
			Estimated Design Engineering Total	=	\$21,000
			LUMP SUM FEE	=	\$21,000

EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT: Not Applicable